Anyone wishing to view supporting documents for agenda items, please contact Tamara Melton, City Clerk: 941-932-9463 or cityclerk@cityofbradenton.com

AGENDA
BRADENTON CITY COUNCIL MEETING
8:30 a.m Wednesday, March 22, 2023
CITY HALL COUNCIL CHAMBERS - 101 OLD MAIN STREET

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

a) Legislative: Child Abuse Prevention Month - April 2023
Child Abuse Prevention Month Proclamation

4. PRESENTATIONS

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) Event Review Committee: 19th DeSoto Grand Parade 5K Race
DeSoto Grand Parade 5k Race Application, Route, and Site Plan
b) Event Review Committee: 2023 Bradenton Blues Festival
2023 Blues Fest Application and Site Plan
c) Legislative: Fire Pension Board Reappointment
Fire Pension Board Reappointment
d) Public Works & Utilities: Continuing Services Contracts for Professional Services
Applied Sciences Consulting Continuing Services
Ardaman & Associates Continuing Services
ASRus Continuing Services
CivilSurv Design Group Continuing Services

Cummins Cederberg Continuing Services
Diversified Technology Consultants Continuing Services
DMK Associates Continuing Services
ESP Associates FL Continuing Services
Fawley Bryant Architecture Continuing Services
George F. Young Continuing Services
GLE Associates Continuing Services
Jacobs Engineering Group Continuing Services
Kimley-Horn and Associates Continuing Services
KPI Engineering Continuing Services
NOVA Engineering & Environmental Continuing Services
OCI Associates Continuing Services
OHC Environmental Engineering Continuing Services
Professional Services Industries Continuing Services
RGA Continuing Services
S&ME Continuing Services
Stantec Consulting Services Continuing Services
Sweet Sparkman Architects Continuing Services
Terracon Consultants Continuing Services
Wannemacher Jensen Architects Continuing Services
ZNS Engineering Continuing Services
Zyscovich Architects Continuing Services

e) Administrative Services: Donation of computers to Exodus Community Resources, Inc.

7. BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

a) Planning & Community Development:

RESOLUTION NO. 23-20: A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, SETTING THE PUBLIC HEARING FOR RESOLUTION 23-21 ADOPTING A BROWNFIELD AREA TO BE CALLED ASTORIA ON 9TH GREEN REUSE AREA TO BE HELD AS PART OF THE REGULAR CITY COUNCIL MEETINGS COMMENCING AT 8:30 A.M.; AND PROVIDING FOR AN EFFECTIVE DATE.
Resolution 23-20

b) Planning & Community Development:

RESOLUTION NO. 23-21: FIRST READING AND PUBLIC HEARING - A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA DESIGNATING A BROWNFIELD AREA OF APPROXIMATELY 1.9858 ACRES OF LAND TO BE CALLED THE ASTORIA ON 9TH GREEN REUSE AREA WITHIN THE CITY OF PROPERTY LOCATED AT THE NW CORNER OF 9TH STREET W. AND 23RD AVENUE W., BRADENTON, FL., 34205, PARCEL ID NUMBERS 4481900001, 4482100007, 4482200059, 4482300003, 4482400001 AND 4482200109 (THE "BROWNFIELD AREA") FOR THE PURPOSE OF ENVIRONMENTAL SITE REHABILITATION AND ECONOMIC DEVELOPMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution 23-21

Astoria on 9th Brownfield Designation Request

c) Planning & Community Development: Special Use Permit SU.21.2109 for a Residential Care Center in the UCC, Urban Commercial Corridor, zoning district located at 1803 5th Street West, Bradenton, FL 34205, Parcel ID Number 4493800209.
Special Use Permit No. SU.21.2109
Special Use SU.21.2109 Application Package

d) Planning & Community Development: Special Use Permit SU.21.2802 - Modification of Findings of Fact and Conclusions of Law for the Chick-Fil-A located at 4311 Manatee Ave West, Bradenton, FL 34209, Parcel ID Number 3648700056.
Modification Request for SU.21.2802
Special Use Permit No. SU.21.2802

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

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 4:30 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. 3.a

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 22, 2023

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Proclamation

AGENDA SECTION: PROCLAMATIONS

SUBJECT: Child Abuse Prevention Month - April 2023

SUGGESTED ACTION: N/A

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
2023 Child Abuse Prevention Month

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
N/A

ATTACHMENTS:
Child Abuse Prevention Month Proclamation

City of Bradenton
Office of the Mayor

Proclamation

By virtue of the authority vested in me as Mayor of the City of Bradenton, I do hereby issue this proclamation honoring

Child Abuse Prevention Month
April 2023

Whereas, Florida's future prosperity depends on nurturing the healthy development of over 4 million children currently living, growing and learning within our many diverse communities; and

Whereas, child abuse is a crime against humanity that affects Manatee County with a rate of 1,102.8 per 100,000 children experiencing abuse, compared to the statewide rate of 539.9 per 100,000; and

Whereas, Child abuse and neglect can cause severe, costly, and lifelong problems among society and victims, such as social, criminal, and academic difficulties, and emotional, physical, and mental health challenges; and

Whereas, research shows parents and caregivers who have social networks and can seek support in times of need are more resilient, less isolated, and better able to provide safe environments and nurturing experiences for their children; and

Whereas, individuals, businesses, schools, community and faith-based organizations must make children a top priority and take action to support the physical, social, emotional, academic, and mental development and wellbeing of all children; and

Whereas, during the month of April, prevent Child Abuse in Manatee County in collaboration with the Florida Department of Children and Families, Manatee County Sheriff's Office, Bradenton Police Department, Manatee Children's Services, Healthy Start, Safe Children's Coalition, Pinwheels for Prevention, and all agencies dedicated to the wellbeing of children and families, will be engaging in a coordinated effort to prevent child abuse and neglect by promoting awareness of healthy child development, positive parenting practices, and promoting healthy family relationships within our communities.

Now, Therefore Be It Resolved that, I, Gene Brown, as Mayor of the City of Bradenton, Florida, do hereby proclaim April 2023 as **Child Abuse Prevention Month**, and urge all citizens to engage in activities whose purpose is to strengthen families and communities.

City of Bradenton JAN 1903 FLORIDA

Gene Brown
Mayor
March 22, 2023

AGENDA ITEM NO. 6.a

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 22, 2023

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: 19th DeSoto Grand Parade 5K Race

SUGGESTED ACTION: Event Review Committee recommends approval with compliance of all COB Special Event Standards.

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This is a 5K race that will follow the Grand Parade route. The racers meet on Old Main Street and they request Old Main Street to be blocked from traffic.

The race expects approximately 300 runners. The race begins at 4 p.m. on April 29, 2023.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the 19th DeSoto Grand Parade 5K Race with compliance of all COB Special Event Standards.

ATTACHMENTS:
DeSoto Grand Parade 5k Race Application, Route, and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: Bradenton Runners Club Date of Application: 2-22-23

Contact Name: Corey Peyerk Contact Phone 1: 248-808-913

Contact Email: Cpeyerk@Hotmail.com Contact Phone 2: _____

Address: 6114 39th Ct E

City: Bradenton State: FL Zip: 34203

Event Information

Name of Event: 19th DeSoto Grand Parade 5k Event Date: 4-29-23

Purpose of Event: Road Race for the Community and benefitting the BRC & Charities

Description of Event: 5K Road Race

Event Location: Main Street between Manatee and 4th, Listed as 427 12th St W (with o'bricks permission)

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

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

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup					300
Event Day 1	4-29-23	Saturday	4pm	8pm	
Event Day 2					
Event Day 3					
Break Down					

Number of years event has been held: 19 Past Attendance: 150-450

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

Will any tents be used for the event? Yes (No)

Tent Size	Number of Tents	Tent Location

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

Will a stage be used for the event? Yes (No)

Will the event require electricity? Yes (No) Type of electrical power: _____

Will a generator be used? Yes (No) Size of generator: _____

Will gas equipment be used? Yes (No) Type of fuel source: _____

Vendor Information

Will the event offer food? Yes (No)

Where will the food be prepared? _____

Will cooking equipment be used? Yes (No)

Method/type of cooking equipment

Charcoal grills Food trucks Fryers Propane grills Warmers/Sternos

Will there be alcohol at the event? Yes (No)

Note: Alcohol will require an additional permit.

Event Entertainment

Will the event feature entertainment? (Yes) No

Will amplified sound equipment be used? (Yes) No

Will musical entertainment be used? (Yes) No

Please describe any type of entertainment and sound equipment.

DJ with small speakers

Are fireworks planned? Yes (No) Note: Fireworks will require an additional permit.

Are live animals planned to be at the event? Yes (No)

Describe any additional event activities.

In coordination with the parade.

Event Housekeeping

CITY SERVICES REQUESTED

Electricity Needed? Yes (No)

Solid Waste Service? Yes (No)

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

TEMPORARY SANITARY/PORTABLE TOILETS

Will temporary sanitary facilities be provided? (Yes) No Main St & 4th, 2

Please indicate how many and location on required site plan.

Event Security

NOTICE OF PUBLIC SAFETY NOTICE FOR SECURITY AND TRAFFIC CONTROL:

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

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

Street Closure

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

Application Review

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

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

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

Rental Contract

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

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

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

I, Corey Peyerk, applicant/event organizer for 19th DeSoto Grand Parade 5k (event), scheduled for (date&hours), 4-29-23, 4pm, from 4pm to 8pm, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

Corey Peyerk — Bradenton Runners Club

Signature of Applicant/Event Organizer — Organization

Corey Peyerk - Race Director — 2-22-23

Typed or Printed Name and Title — Date

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

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

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

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

Corey Peyerk — Bradenton Runners Club

Signature of Applicant/Event Organizer — Organization

Corey Peyerk - Race Director — 2-22-23

Typed or Printed Name and Title — Date

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

Name of Requestor: Corey Peyerk

Name of Organization: Bradenton Runners Club

Street Address: P.O. Box 1606

City: Bradenton State: FL Zip: 34206

Telephone: 248-808-9130 Email: Cpeyerk@Hotmail.com

Name of Event: 19th De Soto Grand Parade 5k

Start Date: 4-29-23 End Date: 4-29-23 Start Time: 4pm End Time: 8pm

Proposed roads to close (specific locations, include map):
Main Street between Manatee & 4th St.

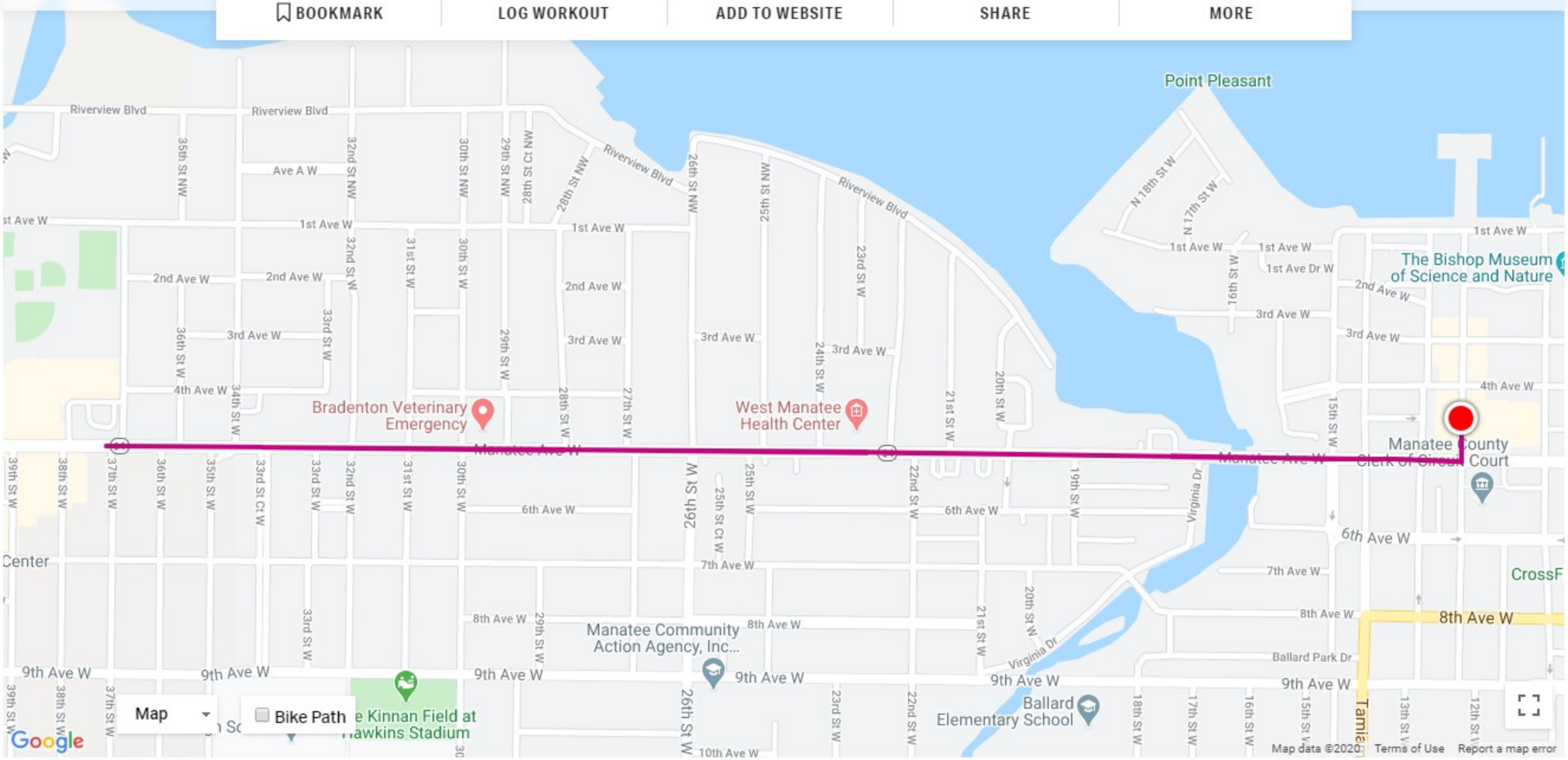
Proposed detour route (include alternative road and map):
—

Additional notes and comments:
- Similar to last 5 years
- In coordination with parade route

WORKOUT | BRADENTON, FL, UNITED STATES | 5.02 KM | 9 M

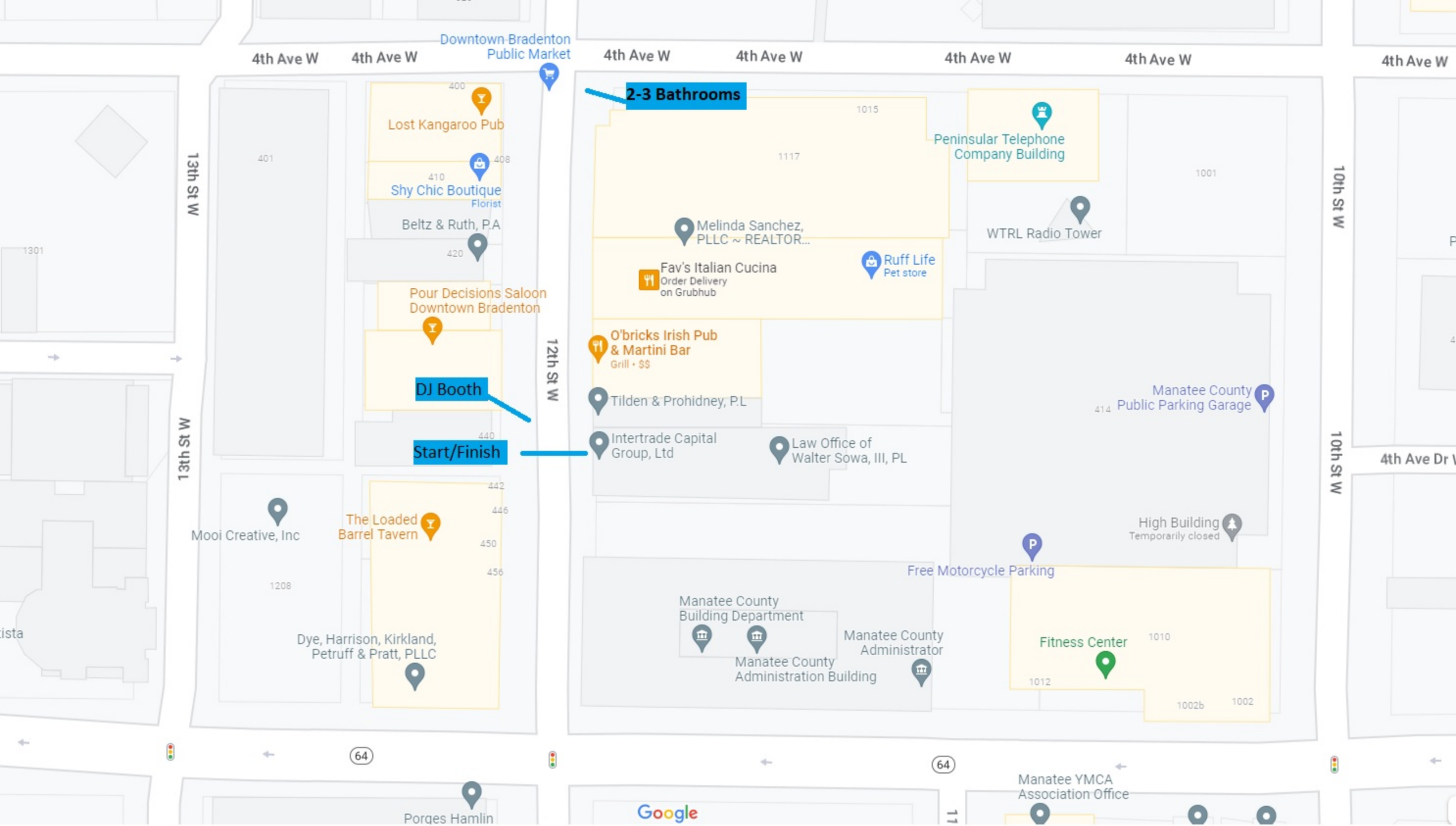
DE SOTO GRAND PARADE 5K

BOOKMARK | LOG WORKOUT | ADD TO WEBSITE | SHARE | MORE



ELEVATION (M)

START	MAX	GAIN
13 m	13 m	9 m


2-3 Bathrooms
DJ Booth
Start/Finish
Downtown Bradenton Public Market
Lost Kangaroo Pub
Shy Chic Boutique
Florist
Beltz & Ruth, P.A
Pour Decisions Saloon Downtown Bradenton
Peninsular Telephone Company Building
WTRL Radio Tower
Melinda Sanchez, PLLC ~ REALTOR...
Fav's Italian Cucina
Order Delivery on Grubhub
Ruff Life
Pet store
O'bricks Irish Pub & Martini Bar
Grill • $$
Tilden & Prohidney, P.L
Intertrade Capital Group, Ltd
Law Office of Walter Sowa, III, PL
Manatee County Public Parking Garage
Mooi Creative, Inc
The Loaded Barrel Tavern
Dye, Harrison, Kirkland, Petruff & Pratt, PLLC
Free Motorcycle Parking
High Building
Temporarily closed
Manatee County Building Department
Manatee County Administration Building
Manatee County Administrator
Fitness Center
Manatee YMCA Association Office
Porges Hamlin
4th Ave W
13th St W
12th St W
10th St W
64
Google

AGENDA ITEM NO. 6.b

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 22, 2023

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: 2023 Bradenton Blues Festival

SUGGESTED ACTION: Event Review Committee recommends approval with the following stipulations: Compliance with all City of Bradenton Special Event Standards, two Bradenton Police Department Extra Officers onsite (Friday), six Bradenton Police Department Extra Duty Officers onsite (Saturday), Sanitation Services onsite and extra port-o-lets.

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This is an "A" level event featuring outstanding Blues artists and various food vendors. The is a ticketed event with an expectation of attendance up to 3,000.

The event will be held at Riverwalk Pavilion and Parking Area. Event dates are December 1st and 2nd, 2023.

SUGGESTED MOTION:
Motion to approve the 2023 Bradenton Blues Festival with the following stipulations: Compliance with all City of Bradenton Special Event Standards, two Bradenton Police Department Extra Officers onsite (Friday), six Bradenton Police Department Extra Duty Officers onsite (Saturday), Sanitation Services onsite and extra port-o-lets.

ATTACHMENTS:

2023 Blues Fest Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: Realize Bradenton

Date of Application: 2/9/2023

Contact Name: Andrea Knies

Contact Phone 1: 812-631-2592

Contact Email: andrea@realizebradenton.com

Contact Phone 2: 941-301-8445

Address: 1015 Manatee Ave W

City: Bradenton

State: FL

Zip: 34205

Event Information

Name of Event: Bradenton Blues Festival

Event Date: 12/1 - 12/2/2023

Purpose of Event: Bring the community together and bring tourists to the area.

Description of Event: Blues Festival showcasing Bradenton.

Event Location: Riverwalk Pavilion and Parking Lot

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

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

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup	Nov 30	Thursday	8 am	5 pm	
Event Day 1	Dec 1	Friday	5 pm	9 pm	1000
Event Day 2	Dec 2	Saturday	10 am	8 pm	3000
Event Day 3					
Break Down	Dec 3	Sunday	8 am	5 pm	

Number of years event has been held: 11

Past Attendance: 3000

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

Will any tents be used for the event? Yes No

Tent Size	Number of Tents	Tent Location
10x10	15	Pavilion and Parking Lot
15x15	2	Parking Lot
10x30	1	Parking Lot

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

Will a stage be used for the event? Yes No

Will the event require electricity? Yes No Type of electrical power: _____

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

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

Vendor Information

Will the event offer food? Yes No

Where will the food be prepared? _____

Will cooking equipment be used? Yes No

Method/type of cooking equipment

Charcoal grills Food trucks Fryers Propane grills Warmers/Sternos

Will there be alcohol at the event? Yes No

Note: Alcohol will require an additional permit.

Event Entertainment

Will the event feature entertainment? Yes No

Will amplified sound equipment be used? Yes No

Will musical entertainment be used? Yes No

Please describe any type of entertainment and sound equipment.

10 Blues bands. Large amps on and around stage.

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

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

Describe any additional event activities.

Event Housekeeping

CITY SERVICES REQUESTED

Electricity Needed? Yes No

Solid Waste Service? Yes No

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

TEMPORARY SANITARY/PORTABLE TOILETS

Will temporary sanitary facilities be provided? Yes No

Please indicate how many and location on required site plan.

Event Security

NOTICE OF PUBLIC SAFETY NOTICE FOR SECURITY AND TRAFFIC CONTROL:

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

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

Street Closure

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

Application Review

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

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

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

Rental Contract

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

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

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

I, Andrea Knies, applicant/event organizer for Blues Festival (event), scheduled for (date&hours), Dec 1-2, from 5pm (12/1) to 8pm (12/2), hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

Andrea Knies	Realize Bradenton
Signature of Applicant/Event Organizer	Organization
Andrea Knies	2/9/2023
Typed or Printed Name and Title	Date

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

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

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

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

Andrea Knies	Realize Bradenton
Signature of Applicant/Event Organizer	Organization
Andrea Knies	2/9/2023
Typed or Printed Name and Title	Date

(03/2022)

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

Name of Requestor: _____

Name of Organization: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Email: _____

Name of Event: _____

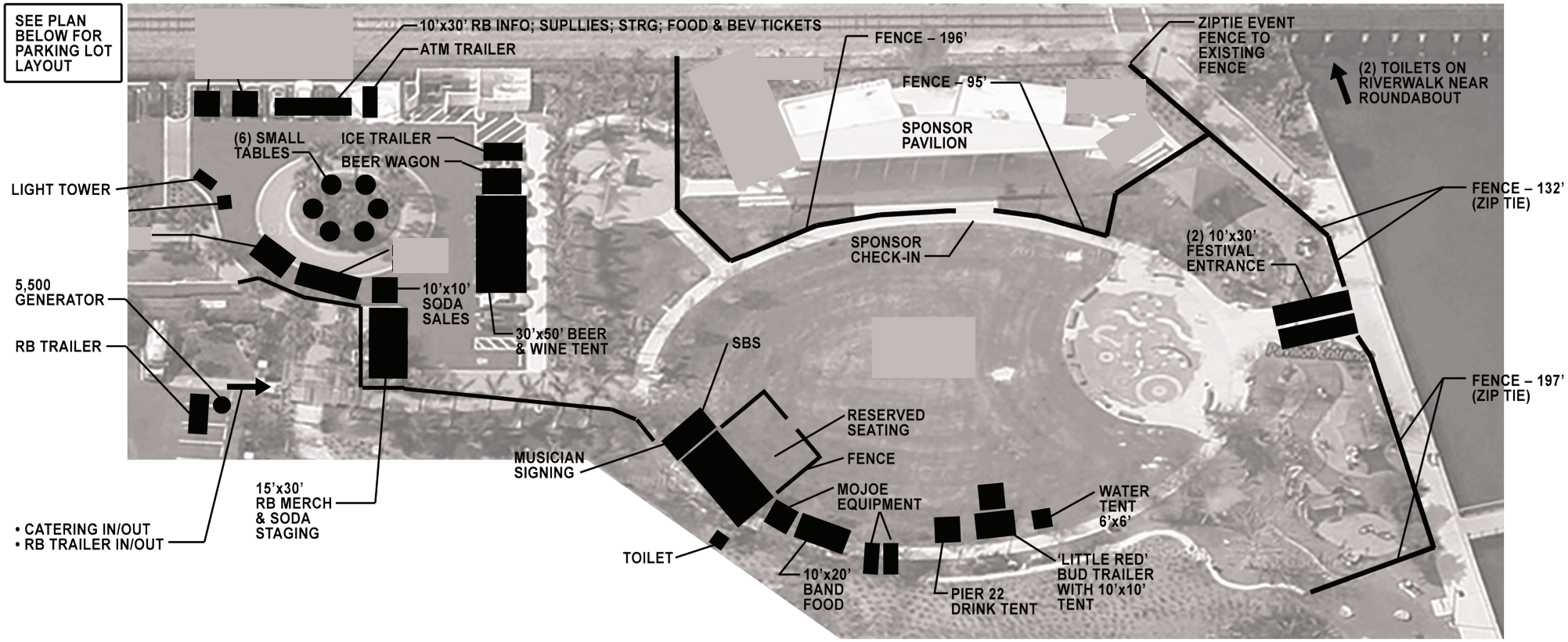
Start Date: _____ End Date: _____ Start Time: _____ End Time:_____

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

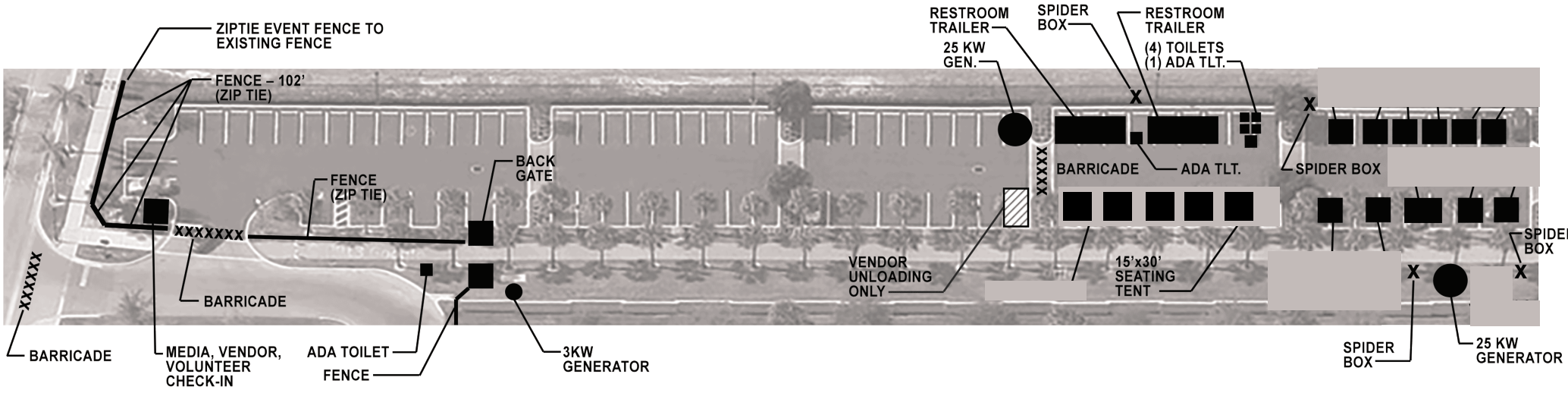
Proposed detour route (include alternative road and map):

Additional notes and comments:

(03/2022)



Bradenton Blues Festival Site Plan — Pavilion Area



Bradenton Blues Festival Site Plan — Parking Lot

AGENDA ITEM NO. 6.c

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 22, 2023

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Fire Pension Board Reappointment

SUGGESTED ACTION: This is a resolution confirming the reappointment of David Foxall to the Fire Pension Board.

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The Fire Pension Board is looking for confirmation of their reappointment of David Foxall to the Fire Pension Board. This is a ministerial confirmation act by City Council as Mr. Foxall was voted as the 5th trustee by the board.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the Fire Pension Board's reappointment of David Foxall.

ATTACHMENTS:
Fire Pension Board Reappointment

RESOLUTION NUMBER 23-24

A RESOLUTION APPOINTING DAVID FOXALL TO THE **FIRE PENSION BOARD** FOR THE CITY OF BRADENTON, FLORIDA AND DEFINING HIS TERM.

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

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

The Fire Pension Board unanimously elected David Foxall, and the City Council approves and confirms the reappointment from this date hereof:

David Foxall for a term to expire March 2025.

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this 22nd day of March, 2023.

ATTEST:

_____
Tamara Melton
City Clerk

_____
Gene Brown
Mayor

APPROVED AS TO FORM:

_____
Scott Rudacille
City Attorney

AGENDA ITEM NO. 6.d

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 22, 2023

SUBMITTED BY: Jim McLellan, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Continuing Services Contracts for Professional Services

SUGGESTED ACTION: Approval of the continuing services contracts with the selected firms.

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
RFQ 22-029TWS Miscellaneous Professional Continuing Services - CCNA was posted to DemandStar.com on May 5, 2022. On July 6, 2022 thirty (30) proposals were received in response to the Request for Qualifications. The proposals were presented to the evaluation committee for evaluating and ranking according to the Consultants Competitive Negotiation Act (CCNA). Based on the evaluations, the committee recommended the award of multiple contracts in the various professional services areas. City Council approved the negotiation of continuing services contracts with selected firms at their November 16, 2022 meeting. Public Works and the City Attorney have coordinated with these firms and prepared standardized contracts for CMAR continuing services that maybe used by the City for projects with a construction value of up to $4 million.

FINANCIAL IMPACT:
There is no financial impact associated with the continuing services contracts. Any task authorization under these contracts will be brought before City Council for authorization.

ATTORNEY REVIEW/RECOMMENDATION:
City Attorney Rudacille reviewed.

SUGGESTED MOTION:
Motion to approve the continuing services contracts for Miscellaneous Professional Consulting Services with the following firms and approval for the Mayor to execute the contracts on behalf of the city.

Applied Sciences Consulting, Inc.
Ardaman & Associates
ASRus, LLC
CivilSurv Design Group, Inc.
Cummings Cederberg
Diversified Technology Consultants
DMK Associates, Inc.
ESP Associates, Inc.
Fawley Bryant Architecture
George F. Young
GLE Associates, Inc.
Jacobs Engineering Group, Inc.
Kimley-Horn and Associates, Inc.
KPI Engineering
NOVA Engineering & Environmental, LLC
OCI Associates, Inc.
OHC Environmental Engineering
Professional Services Industries, Inc.
RGA, LLC
S&ME, Inc.
Stantec Consulting Services, Inc.
Sweet Sparkman Architects
Terracon Consultants, Inc.
Wannamacher Jensen Architects
ZNS Engineering, LLC
Zyscovich Architects

ATTACHMENTS:
Applied Sciences Consulting Continuing Services
Ardaman & Associates Continuing Services
ASRus Continuing Services
CivilSurv Design Group Continuing Services

Cummins Cederberg Continuing Services
Diversified Technology Consultants Continuing Services
DMK Associates Continuing Services
ESP Associates FL Continuing Services
Fawley Bryant Architecture Continuing Services
George F. Young Continuing Services
GLE Associates Continuing Services
Jacobs Engineering Group Continuing Services
Kimley-Horn and Associates Continuing Services
KPI Engineering Continuing Services
NOVA Engineering & Environmental Continuing Services
OCI Associates Continuing Services
OHC Environmental Engineering Continuing Services
Professional Services Industries Continuing Services
RGA Continuing Services
S&ME Continuing Services
Stantec Consulting Services Continuing Services
Sweet Sparkman Architects Continuing Services
Terracon Consultants Continuing Services
Wannemacher Jensen Architects Continuing Services
ZNS Engineering Continuing Services
Zyscovich Architects Continuing Services

City of Bradenton, Florida

Professional Services Agreement

RFP 22-029TWS: Drainage-Stormwater Design Services

This CONTINUING SERVICES CONTRACT (the "Contract"), is made this ___ day of _____ 20__, between the CITY OF BRADENTON (hereafter referred to as "CITY" or "CLIENT") a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205, and Applied Sciences Consulting, Inc. (herein after referred to as "CONSULTANT"), with a principal office located at 1000 North Ashley Drive, Suite 500 Tampa, FL 33602.

WHEREAS, the CITY desires to obtain Drainage-Stormwater Design services from CONSULTANT for assigned projects in Bradenton, Florida (herein after referred to as "Continuing Services Projects") and issued RFP 22-029TWS pursuant to Section 287.055 of Florida Statutes, to find qualified professionals to fulfill the need for these services; and

WHEREAS, the Term of Contract is three (3) years from execution of the Contract, and CITY may, at its option, with mutual agreement from CONSULTANT, renew this Contract at the end of the Term for up to two (2) one-year extensions; and

WHEREAS, the CITY retains CONSULTANT to perform the services described herein on an "as needed" basis, as designated, authorized, and assigned by the CITY, and the CITY agrees to compensate CONSULTANT for such services in accordance with this Contract; and

WHEREAS, it is the primary intent of this Contract to ensure that CONSULTANT is available to provide professional services, in accordance with mutually agreed upon conditions, and the CITY has complied with all requirements of the Consultants Competitive Negotiation Act, in selection of CONSULTANT for this Contract; and

NOW, THEREFORE, the CITY and CONSULTANT, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals**. The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Contract.

2. **Request for Qualifications**. Request for Proposals (RFP) 22-029TWS and the CONSULTANT's response thereto are incorporated into this Contract by reference. In the event of any conflict between the relevant documents, any such conflict shall be resolved by first looking to this contract, second looking to the CONSULTANT's response and third looking to the RFP.

3. **Scope of Services**.

   3.1 The CONSULTANT's services consist of those services performed by the CONSULTANT, CONSULTANT's employees, and CONSULTANT's Sub-Consultants as enumerated and described in Exhibit A – Scope of Services in connection with this Continuing Service Contract. [TA1]

   3.2 The CONSULTANT's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the CITY, the CONSULTANT shall submit within 48 hours for the CITY's approval, a proposal for the performance of the CONSULTANT's services. The proposal shall contain a description of scope of proposed service, schedule upon which services will be provided, and all fees for services as described in Article 5. Time limits established by this proposal as approved by the CITY shall not, except for reasonable cause, be exceeded by the CONSULTANT or CITY.

   3.3 The CONSULTANT shall use the Project Team as designated from among the individuals listed on Exhibit B, Key Employees. The CONSULTANT shall not remove or replace any members of the Project Team, except upon written notice to and approval by the CITY based upon good cause shown. CITY's approval of such requests for team changes shall not be unreasonably withheld.

   3.4 All services rendered by the CONSULTANT shall be conducted under the responsible charge of persons properly licensed and certified in accordance with Florida Statutes and other applicable rules and regulations. Proof of Certification for each individual professional providing service shall be provided by the CONSULTANT to the CITY prior to services being rendered.

   3.5 It is understood and agreed that the CONSULTANT's services under this Contract do not include participation, whatsoever, in any litigation except litigation stemming

from the CONSULTANT's negligence or breach of this Contract. Should such services be required, a supplemental agreement may be negotiated between the CITY and the CONSULTANT describing the services desired and providing a basis for compensation to the CONSULTANT.

4. **Time of Completion**. CONSULTANT shall commence services upon receipt of a written notice signed by the OWNER's Representative. CONSULTANT shall include in its proposal a schedule for the Scope of Work defined by CITY. The schedule will be agreed upon on a project by project basis. CONSULTANT shall complete work in accordance with the schedule. CONSULTANT shall accelerate performance of services in the manner directed by CITY, in the event CITY in its reasonable discretion, determines that such acceleration is necessary to maintain the schedule.

5. **Fees**. The CITY agrees to pay to CONSULTANT for its services, as set forth in Exhibit A, a fee based upon an approved written proposal for each Work Order to be completed under the Contract.

5.1 The method of compensation will be established by the CITY based on the scope of each Work Order from the following options.

a. For Work Orders where the scope can be reasonably defined and has a specific schedule, compensation shall be a Lump Sum for each task calculated based on the estimated hours to be worked by the CONSULTANT for each of the tasks or subtasks multiplied by the standard hourly rates as agreed to in Exhibit C. Based on this calculation, a Lump Sum fee for each task will then be agreed to by the CITY and CONSULTANT prior to authorization of the Work Order. The total of the Lump Sum fees for all tasks in a Work Order shall be the total and complete amount payable to the CONSULTANT for performance of the Work Order and shall include the cost of all labor, overhead, profit, direct project expenses and expenses of any nature associated with completion of the Work Order tasks.

b. For indeterminate Work Orders, where the scope and/or schedule cannot be reasonably defined, compensation shall be on a "time & materials" basis with a preliminary, "not to exceed" budget agreed to by the CONSULTANT and CITY. Compensation shall be made for actual work performed in accordance with the schedule of rates included as Exhibit C.

5.2 Reimbursable expenses shall include only the actual and necessary costs and expenses reasonably and properly incurred by the CONSULTANT in connection with the services rendered under this Contract. Reimbursable expenses shall include the costs of any subconsultants utilized for the completion of authorized services. The costs and expenses shall be invoiced by the CONSULTANT at

their actual cost with no markup allowed. CONSULTANT shall provide any documentation required by the CITY related to said costs and expenses.

5.3 The CONSULTANT shall not exceed the approved Work Order cost without prior written approval from the CITY. Any increases in the actual work tasks or the level of effort for each work task shall be considered additional services for which the CONSULTANT will be entitled to additional compensation, using the methods defined in this Section of the Contract, and as mutually agreed to by the CITY and CONSULTANT.

5.4 The CONSULTANT shall submit invoices for services provided and fees earned on a monthly basis. Such invoicing shall be supported by a Progress Report showing the actual tasks performed and their relationship to the percentage of fee claimed. All progress reports and invoices shall be mailed to the attention of the CITY's Director of Public Works, 1411 9th St. W., Bradenton, Florida 34205.

5.5 Monthly invoices shall be paid by the CITY in accordance with Florida Statute 218.74. Resolution of improper payment requests or disputes between the CITY and the CONSULTANT will be resolved in accordance with Florida Statute 287.76.

6.0 **Ownership of Documents**. All drawings, computations, details, design calculations and other documents and plans (Work Product) that result from the CONSULTANT's services under this Contract are to become the property of the CITY upon full payment for services owed to CONSULTANT. Documents prepared by the CONSULTANT pursuant to this Contract are not intended nor represented to be suitable for reuse by the CITY or others on extensions of a Project or on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from the CONSULTANT shall be at the CITY's sole risk and without liability to the CONSULTANT. Further, any and all liability arising out of changes made to the CONSULTANT's deliverables to the CITY made under this Contract by the CITY or persons other than the CONSULTANT is waived as against the CONSULTANT and the CITY assumes full responsibility for such changes unless the CITY has given the CONSULTANT prior notice and has received from the CONSULTANT written consent for such changes.

7.0 **Insurance**. The CONSULTANT shall procure and maintain at the CONSULTANT's own expense, for the entire term of this Contract, the following insurance coverage. Within 10 days following the approval of this Contract, the CONSULTANT shall furnish the CITY a certificate or certificates of insurance in a form satisfactory to the CITY showing that CONSULTANT complies with the requirements of this paragraph. All certificates shall specify the policy shall not be cancelled without providing written notice to the CITY at least 30 days prior to any cancellation. The CITY shall be named as an additional insured on each policy as appropriate.

7.1 Worker's Compensation – Unless otherwise allowed by Florida law, and approved by the CITY, CONSULTANT shall provide Worker's Compensation for all employees, with minimum limits statutory for Worker's Compensation and $1,000,000 for Employer's Liability.

7.2 Commercial General Liability – the limits are to be applicable only to work performed under this Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO form CG 25 03) to a Commercial General Liability Policy with the following minimum limits:

- **Products/Completed Operations Aggregate $1,000,000**
- **Personal and Advertising Injury $500,000**
- **Each Occurrence $500,000**

7.3 Comprehensive Automobile Liability – The CONSULTANT shall provide coverage for Each Occurrence Bodily Injury and Property Damage Liability Combined of not less than $1,000,000. Annual Aggregate (if applicable) Three (3) Times the Each Occurrence Limit.

7.4 Professional Liability Insurance – Professional Liability Insurance (including coverage for the Schedule of Fees and Services to be performed under this Contract), for protection from negligent acts, errors, and omissions of CONSULTANT from or in connection with the performance of CONSULTANT's services. CONSULTANT must maintain a comprehensive liability policy, including errors and omissions coverage, issued to CONSULTANT as the insured. Said policy shall be issued and underwritten by a licensed insurer, authorized as such in the State of Florida. Said policy shall provide coverage for the acts or omissions of CONSULTANT in a minimum amount of $1,000,000.00 per claim. Said comprehensive professional liability policy shall be underwritten by an insurer who, in the most current edition of Best's Key Rating Guide, has (1) a rating classification of "A" or better, and (2) a financial size category rating of Class IV or higher.

7.5 Certificates of Insurance and Copies of Policies – Certificates of Insurance in triplicate evidencing the insurance coverage specified in the above paragraphs shall be filed with the CITY's Purchasing Manager before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and shall refer specifically to the proposal number, project title, and location of project. Insurance shall remain in force for a minimum of one (1) year after completion and acceptance of the project by the CITY, in the amounts and types as stated herein, including coverage for all products and services completed under this Contract.

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

9.0 **Termination, Suspension, Disputes, or Abandonment**. This Contract may be terminated by either party for failure of the other party to substantially perform their obligations under this Contract. The CITY shall have the sole right and option to suspend or terminate this Contract without cause, provided that 30 days' prior notice is given to the CONSULTANT.

9.1 In the event of termination, the CITY shall pay the CONSULTANT for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses, and the CITY shall have no further obligation to CONSULTANT for payment to CONSULTANT of the remainder of its fees, unless and until Continuing Services Projects are resumed by the CITY.

10.0 **Term**. The term of this Contract is for a period of three (3) years, commencing on the date of execution of this Contract. The CITY reserves the right, upon written request from the CONSULTANT, to extend this Contract up to two (2) times, with each extension for a period of one (1) year. Such extensions shall be subject to the same terms and conditions, as stated herein.

11.0 **Subconsultants**. Any proposed subconsultants the CONSULTANT wishes to utilize as part of its services for any Work Order shall be submitted to the CITY for approval prior to CONSULTANT entering into a subconsultant agreement. Such approval by the CITY shall not be unreasonably withheld. CITY shall not be liable to CONSULTANT in any manner whatsoever arising out of the CITY's objection to a proposed subconsultant.

11.1 CONSULTANT shall coordinate the services and work product of any subconsultants and remain fully responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT or its subconsultants, and CONSULTANT shall review and approve of any designs, drawings, specifications, shop drawings, submittals, or other services produced or furnished by any subconsultants prior to submittal to the CITY.

CONSULTANT shall correct or revise any subconsultant errors or deficiencies in the designs, drawings, specifications or other services produced pursuant to this Contract and shall provide CITY with such corrections or revisions at its sole expense.

11.2 Any subconsultant agreement shall reflect the terms of this Contract and require the subconsultant, to the extent of the services to be performed by the subconsultant, to assume toward CONSULTANT all the obligations which CONSULTANT by this Contract assumes toward the CITY, it being understood that nothing herein shall in any way relieve CONSULTANT from any of its duties under this Contract.

11.3 CONSULTANT shall cooperate at all times with CITY, and cooperate and coordinate with, and incorporate the work product of, any separate consultant, in any fashion appropriate or necessary to facilitate the design and construction of Continuing Services Projects within the project's budget and schedule. In the event CITY so elects and upon written mutual consent (which consent shall not be unreasonably withheld), as evidenced by a Work Order under this Contract, CONSULTANT shall accept any assignment of any agreement or contract CITY may have with any separate consultant.

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

12.1 CONSULTANT shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service;

12.2 CONSULTANT shall provide the public with access to public records on the same terms and conditions that the CITY would provide and at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law;

12.3 CONSULTANT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;

12.4 CONSULTANT shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of CONSULTANT upon termination of the Contract and destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. All records stored electronically must be provided to CITY in a format that is compatible with the CITY's information technology systems;

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

13.0 Limitation of Liability.

13.1 Neither the CITY nor the CONSULTANT shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

13.2 PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

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

City Clerk
Phone: (941) 932-9400
Email: Cityclerk@Cityofbradenton.com
Mailing Address: 101 Old Main Street – Bradenton, FL 34205

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Agreement upon the terms and conditions above stated, this _____day of _____, 20__.

CONSULTANT

Applied Sciences Consulting, Inc.

1000 North Ashley Drive, Suite 500

Tampa, FL 33602

By:_____

Witness for CONSULTANT:

By:_____

CITY

City of Bradenton

1411 9th Street West

Bradenton, Florida 34205

By:_____

Gene Brown

Mayor, City of Bradenton

Witness for CITY:

By:_____

Tamara Melton

City Clerk

Approved as to Form:

By:_____

Scott Rudacille

City Attorney

Attachments

Exhibit A – Scope of Services
Exhibit B – Key Personnel
Exhibit C- Standard Hourly Rate Schedule

4.2 DRAINAGE/STORMWATER ENGINEERING SERVICES CONTRACT

The general scope of work to be provided to accomplish the CITY's objective includes a broad range of professional drainage/stormwater engineering services related to miscellaneous drainage or stormwater improvements projects, as may be designated by the CITY. The types of assignments that may be required during the duration of this Contract include but are not necessarily limited to the following:

a) Feasibility studies

b) Master planning

c) Stormwater modeling

d) Stormwater system design

e) Project permitting services

f) Development of construction cost opinions

g) Development of construction plans and specifications

h) Professional services during construction

- Construction administration services
- Construction observation services
- Completion of project close-out activities including Record Drawings in multiple electronic formats

i) Alternative project delivery methodologies (design-build, etc.)

j) Value engineering

Exhibit B - Key Personnel

Applied Sciences Consulting, Inc.

KEY PERSONNEL

	Staff Name	Classification
1	**Elie Araj**	Senior Principal
2	**Tom Burke**	Chief Engineer
3	**Blake Guillory**	Principal Consultant
4	**Mark Hammond**	Principal Consultant
5	**Robert Wronski**	Supervisory Engineer
6	**Matt Goolsby**	Sr. Professional Engineer
7	**David Brown**	Professional Engineer
8	**Pete Owens**	Professional Engineer
9	**Brian Cook**	Landscape Architect

Exhibit C - Standard Hourly Rate Schedule

Applied Sciences Consulting, Inc.

BILLING RATES

	Classification	Hourly Rate
1	Senior Principal	$ 278
2	Chief Engineer	$ 258
3	Principal Consultant	$ 238
4	Principal Consultant	$ 238
5	Supervisory Engineer	$ 225
6	Sr. Professional Engineer	$ 198
7	Professional Engineer	$ 164
8	Professional Engineer	$ 164
9	Landscape Architect	$ 175

City of Bradenton, Florida

Professional Services Agreement

RFP 22-029TWS: Geotechnical Engineering Services

This CONTINUING SERVICES CONTRACT (the "Contract"), is made this ___ day of _____ 20__, between the CITY OF BRADENTON (hereafter referred to as "CITY" or "CLIENT") a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205, and Ardaman & Associates, Inc. (herein after referred to as "CONSULTANT"), with a principal office located at 1724 Barber Road Sarasota, FL 34240.

WHEREAS, the CITY desires to obtain Geotechnical Engineering services from CONSULTANT for assigned projects in Bradenton, Florida (herein after referred to as "Continuing Services Projects") and issued RFP 22-029TWS pursuant to Section 287.055 of Florida Statutes, to find qualified professionals to fulfill the need for these services; and

WHEREAS, the Term of Contract is three (3) years from execution of the Contract, and CITY may, at its option, with mutual agreement from CONSULTANT, renew this Contract at the end of the Term for up to two (2) one-year extensions; and

WHEREAS, the CITY retains CONSULTANT to perform the services described herein on an "as needed" basis, as designated, authorized, and assigned by the CITY, and the CITY agrees to compensate CONSULTANT for such services in accordance with this Contract; and

WHEREAS, it is the primary intent of this Contract to ensure that CONSULTANT is available to provide professional services, in accordance with mutually agreed upon conditions, and the CITY has complied with all requirements of the Consultants Competitive Negotiation Act, in selection of CONSULTANT for this Contract; and

NOW, THEREFORE, the CITY and CONSULTANT, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals**. The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Contract.

2. **Request for Qualifications**. Request for Proposals (RFP) 22-029TWS and the CONSULTANT's response thereto are incorporated into this Contract by reference. In the event of any conflict between the relevant documents, any such conflict shall be resolved by first looking to this contract, second looking to the CONSULTANT's response and third looking to the RFP.

3. **Scope of Services**.

   3.1 The CONSULTANT's services consist of those services performed by the CONSULTANT, CONSULTANT's employees, and CONSULTANT's Sub-Consultants as enumerated and described in Exhibit A – Scope of Services in connection with this Continuing Service Contract. [TA1]

   3.2 The CONSULTANT's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the CITY, the CONSULTANT shall submit within 48 hours for the CITY's approval, a proposal for the performance of the CONSULTANT's services. The proposal shall contain a description of scope of proposed service, schedule upon which services will be provided, and all fees for services as described in Article 5. Time limits established by this proposal as approved by the CITY shall not, except for reasonable cause, be exceeded by the CONSULTANT or CITY.

   3.3 The CONSULTANT shall use the Project Team as designated from among the individuals listed on Exhibit B, Key Employees. The CONSULTANT shall not remove or replace any members of the Project Team, except upon written notice to and approval by the CITY based upon good cause shown. CITY's approval of such requests for team changes shall not be unreasonably withheld.

   3.4 All services rendered by the CONSULTANT shall be conducted under the responsible charge of persons properly licensed and certified in accordance with Florida Statutes and other applicable rules and regulations. Proof of Certification for each individual professional providing service shall be provided by the CONSULTANT to the CITY prior to services being rendered.

   3.5 It is understood and agreed that the CONSULTANT's services under this Contract do not include participation, whatsoever, in any litigation except litigation stemming

from the CONSULTANT's negligence or breach of this Contract. Should such services be required, a supplemental agreement may be negotiated between the CITY and the CONSULTANT describing the services desired and providing a basis for compensation to the CONSULTANT.

4. **Time of Completion**. CONSULTANT shall commence services upon receipt of a written notice signed by the OWNER's Representative. CONSULTANT shall include in its proposal a schedule for the Scope of Work defined by CITY. The schedule will be agreed upon on a project by project basis. CONSULTANT shall complete work in accordance with the schedule. CONSULTANT shall accelerate performance of services in the manner directed by CITY, in the event CITY in its reasonable discretion, determines that such acceleration is necessary to maintain the schedule.

5. **Fees**. The CITY agrees to pay to CONSULTANT for its services, as set forth in Exhibit A, a fee based upon an approved written proposal for each Work Order to be completed under the Contract.

5.1 The method of compensation will be established by the CITY based on the scope of each Work Order from the following options.

a. For Work Orders where the scope can be reasonably defined and has a specific schedule, compensation shall be a Lump Sum for each task calculated based on the estimated hours to be worked by the CONSULTANT for each of the tasks or subtasks multiplied by the standard hourly rates as agreed to in Exhibit C. Based on this calculation, a Lump Sum fee for each task will then be agreed to by the CITY and CONSULTANT prior to authorization of the Work Order. The total of the Lump Sum fees for all tasks in a Work Order shall be the total and complete amount payable to the CONSULTANT for performance of the Work Order and shall include the cost of all labor, overhead, profit, direct project expenses and expenses of any nature associated with completion of the Work Order tasks.

b. For indeterminate Work Orders, where the scope and/or schedule cannot be reasonably defined, compensation shall be on a "time & materials" basis with a preliminary, "not to exceed" budget agreed to by the CONSULTANT and CITY. Compensation shall be made for actual work performed in accordance with the schedule of rates included as Exhibit C.

5.2 Reimbursable expenses shall include only the actual and necessary costs and expenses reasonably and properly incurred by the CONSULTANT in connection with the services rendered under this Contract. Reimbursable expenses shall include the costs of any subconsultants utilized for the completion of authorized services. The costs and expenses shall be invoiced by the CONSULTANT at

their actual cost with no markup allowed. CONSULTANT shall provide any documentation required by the CITY related to said costs and expenses.

5.3 The CONSULTANT shall not exceed the approved Work Order cost without prior written approval from the CITY. Any increases in the actual work tasks or the level of effort for each work task shall be considered additional services for which the CONSULTANT will be entitled to additional compensation, using the methods defined in this Section of the Contract, and as mutually agreed to by the CITY and CONSULTANT.

5.4 The CONSULTANT shall submit invoices for services provided and fees earned on a monthly basis. Such invoicing shall be supported by a Progress Report showing the actual tasks performed and their relationship to the percentage of fee claimed. All progress reports and invoices shall be mailed to the attention of the CITY's Director of Public Works, 1411 9th St. W., Bradenton, Florida 34205.

5.5 Monthly invoices shall be paid by the CITY in accordance with Florida Statute 218.74. Resolution of improper payment requests or disputes between the CITY and the CONSULTANT will be resolved in accordance with Florida Statute 287.76.

6.0 **Ownership of Documents**. All drawings, computations, details, design calculations and other documents and plans (Work Product) that result from the CONSULTANT's services under this Contract are to become the property of the CITY upon full payment for services owed to CONSULTANT. Documents prepared by the CONSULTANT pursuant to this Contract are not intended nor represented to be suitable for reuse by the CITY or others on extensions of a Project or on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from the CONSULTANT shall be at the CITY's sole risk and without liability to the CONSULTANT. Further, any and all liability arising out of changes made to the CONSULTANT's deliverables to the CITY made under this Contract by the CITY or persons other than the CONSULTANT is waived as against the CONSULTANT and the CITY assumes full responsibility for such changes unless the CITY has given the CONSULTANT prior notice and has received from the CONSULTANT written consent for such changes.

7.0 **Insurance**. The CONSULTANT shall procure and maintain at the CONSULTANT's own expense, for the entire term of this Contract, the following insurance coverage. Within 10 days following the approval of this Contract, the CONSULTANT shall furnish the CITY a certificate or certificates of insurance in a form satisfactory to the CITY showing that CONSULTANT complies with the requirements of this paragraph. All certificates shall specify the policy shall not be cancelled without providing written notice to the CITY at least 30 days prior to any cancellation. The CITY shall be named as an additional insured on each policy as appropriate.

7.1 Worker's Compensation – Unless otherwise allowed by Florida law, and approved by the CITY, CONSULTANT shall provide Worker's Compensation for all employees, with minimum limits statutory for Worker's Compensation and $1,000,000 for Employer's Liability.

7.2 Commercial General Liability – the limits are to be applicable only to work performed under this Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO form CG 25 03) to a Commercial General Liability Policy with the following minimum limits:

- **Products/Completed Operations Aggregate $1,000,000**
- **Personal and Advertising Injury $500,000**
- **Each Occurrence $500,000**

7.3 Comprehensive Automobile Liability – The CONSULTANT shall provide coverage for Each Occurrence Bodily Injury and Property Damage Liability Combined of not less than $1,000,000. Annual Aggregate (if applicable) Three (3) Times the Each Occurrence Limit.

7.4 Professional Liability Insurance – Professional Liability Insurance (including coverage for the Schedule of Fees and Services to be performed under this Contract), for protection from negligent acts, errors, and omissions of CONSULTANT from or in connection with the performance of CONSULTANT's services. CONSULTANT must maintain a comprehensive liability policy, including errors and omissions coverage, issued to CONSULTANT as the insured. Said policy shall be issued and underwritten by a licensed insurer, authorized as such in the State of Florida. Said policy shall provide coverage for the acts or omissions of CONSULTANT in a minimum amount of $1,000,000.00 per claim. Said comprehensive professional liability policy shall be underwritten by an insurer who, in the most current edition of Best's Key Rating Guide, has (1) a rating classification of "A" or better, and (2) a financial size category rating of Class IV or higher.

7.5 Certificates of Insurance and Copies of Policies – Certificates of Insurance in triplicate evidencing the insurance coverage specified in the above paragraphs shall be filed with the CITY's Purchasing Manager before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and shall refer specifically to the proposal number, project title, and location of project. Insurance shall remain in force for a minimum of one (1) year after completion and acceptance of the project by the CITY, in the amounts and types as stated herein, including coverage for all products and services completed under this Contract.

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

9.0 **Termination, Suspension, Disputes, or Abandonment**. This Contract may be terminated by either party for failure of the other party to substantially perform their obligations under this Contract. The CITY shall have the sole right and option to suspend or terminate this Contract without cause, provided that 30 days' prior notice is given to the CONSULTANT.

9.1 In the event of termination, the CITY shall pay the CONSULTANT for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses, and the CITY shall have no further obligation to CONSULTANT for payment to CONSULTANT of the remainder of its fees, unless and until Continuing Services Projects are resumed by the CITY.

10.0 **Term**. The term of this Contract is for a period of three (3) years, commencing on the date of execution of this Contract. The CITY reserves the right, upon written request from the CONSULTANT, to extend this Contract up to two (2) times, with each extension for a period of one (1) year. Such extensions shall be subject to the same terms and conditions, as stated herein.

11.0 **Subconsultants**. Any proposed subconsultants the CONSULTANT wishes to utilize as part of its services for any Work Order shall be submitted to the CITY for approval prior to CONSULTANT entering into a subconsultant agreement. Such approval by the CITY shall not be unreasonably withheld. CITY shall not be liable to CONSULTANT in any manner whatsoever arising out of the CITY's objection to a proposed subconsultant.

11.1 CONSULTANT shall coordinate the services and work product of any subconsultants and remain fully responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT or its subconsultants, and CONSULTANT shall review and approve of any designs, drawings, specifications, shop drawings, submittals, or other services produced or furnished by any subconsultants prior to submittal to the CITY.

CONSULTANT shall correct or revise any subconsultant errors or deficiencies in the designs, drawings, specifications or other services produced pursuant to this Contract and shall provide CITY with such corrections or revisions at its sole expense.

11.2 Any subconsultant agreement shall reflect the terms of this Contract and require the subconsultant, to the extent of the services to be performed by the subconsultant, to assume toward CONSULTANT all the obligations which CONSULTANT by this Contract assumes toward the CITY, it being understood that nothing herein shall in any way relieve CONSULTANT from any of its duties under this Contract.

11.3 CONSULTANT shall cooperate at all times with CITY, and cooperate and coordinate with, and incorporate the work product of, any separate consultant, in any fashion appropriate or necessary to facilitate the design and construction of Continuing Services Projects within the project's budget and schedule. In the event CITY so elects and upon written mutual consent (which consent shall not be unreasonably withheld), as evidenced by a Work Order under this Contract, CONSULTANT shall accept any assignment of any agreement or contract CITY may have with any separate consultant.

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

12.1 CONSULTANT shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service;

12.2 CONSULTANT shall provide the public with access to public records on the same terms and conditions that the CITY would provide and at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law;

12.3 CONSULTANT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;

12.4 CONSULTANT shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of CONSULTANT upon termination of the Contract and destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. All records stored electronically must be provided to CITY in a format that is compatible with the CITY's information technology systems;

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

13.0 Limitation of Liability.

13.1 Neither the CITY nor the CONSULTANT shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

13.2 PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

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

City Clerk
Phone: (941) 932-9400
Email: Cityclerk@Cityofbradenton.com
Mailing Address: 101 Old Main Street – Bradenton, FL 34205

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Agreement upon the terms and conditions above stated, this _____day of _____, 20__.

CONSULTANT

Ardaman & Associates, Inc.

1724 Barber Road

Sarasota, Florida 34240

By:_____

CITY

City of Bradenton

1411 9th Street West

Bradenton, Florida 34205

By:_____

Gene Brown

Mayor, City of Bradenton

Witness for CONSULTANT:

By:_____

Witness for CITY:

By:_____

Tamara Melton

City Clerk

Approved as to Form:

By:_____

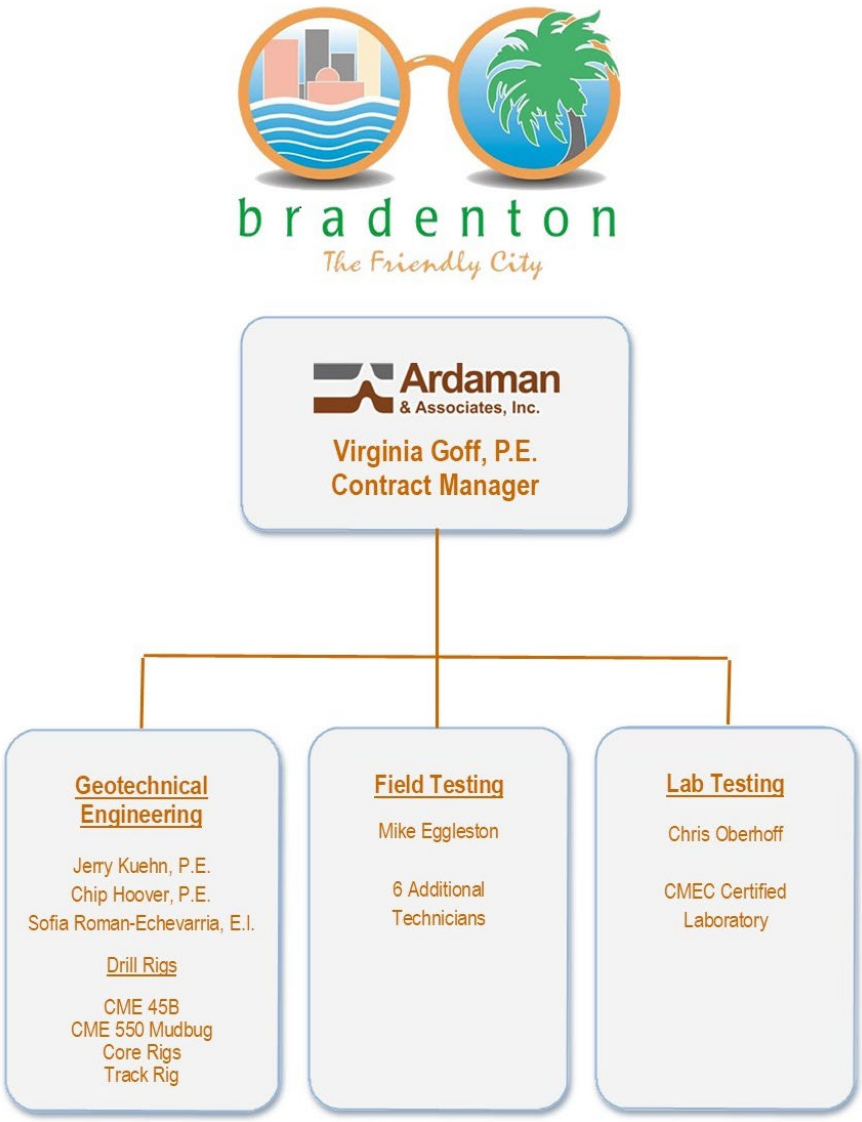
Scott Rudacille

City Attorney

Attachments

Exhibit A – Scope of Services
Exhibit B – Key Personnel
Exhibit C- Standard Hourly Rate Schedule

Exhibit B - Key Personnel



SUBCONSULTANTS

Ardaman has reviewed the Scope of Services included in the RFQ and it is our opinion that Ardaman can perform all of the Geotechnical Engineering Services required using our in-house local staff and equipment resources; thus, no subconsultants have been included on our team.

However, we believe that this contract belongs to the City of Bradenton, and if you need services outside of Ardaman's profile, we will add subconsultants at your request. We will also take into consideration the City of Bradenton local hiring initiatives to hire local within the Manatee/Sarasota area.

ENGINEERING AND TESTING SERVICES

ENGINEERING		
Data Evaluation, Engineering Analysis,		
Design, Inspections, Field Supervision, etc.		
Senior Consultant	Per Hour	$ 234.00
Senior Project Manager/ Engineer	Per Hour	$ 165.00
Project Engineer	Per Hour	$ 145.00
Assistant Project Engineer/Project Manager	Per Hour	$ 135.00
Staff Engineer	Per Hour	$ 110.00
CONSTRUCTION MONITORING AND FIELD/LABORATORY TESTING SERVICES		
Laboratory/Construction Services Manager	Per Hour	$ 95.00
Senior Field/Lab Technician	Per Hour	$ 76.00
Field/Lab Technician	Per Hour	$ 56.00
ENVIRONMENTAL TESTING		
Environmental Technician	Per Hour	$ 80.00
Licensed Asbestos Consultant	Per Hour	$ 180.00
SUPPORT PERSONNEL		
Technical Draftsman/CADD Operator	Per Hour	$ 65.00
Technical Secretary	Per Hour	$ 63.00
MISCELLANEOUS EXPENSES		
Outside Services and Expenses	Per Job	At Cost + 15%
Copying and Faxing	Per Page	$ 0.20

SUBSURFACE FIELD EXPLORATION

MOBILIZATION		
Standard Mobilization and Demobilization		Quote per Project
Mud Bug Mobilization and Demobilization		Quote per Project
Mileage - Rig (outside 50 mile radius)	Per Rig-Mile	$ 1.00
Mileage - Truck (outside 50 mile radius)	Per Truck-Mile	$ 0.75
Remote Islands		Quote per Project incl. Barge Fees
Portable Barge		Quote per Project
Daily Crew Trip Charge (outside 25-mile radius)	Per Site/Per Day	$ 158.00
STANDARD DRILLING		
Hand Auger	Per Lineal Foot	$ 15.00
Auger Borings (4-inch)	Per Lineal Foot	$ 15.00
Wash Borings - Cuttings Only (up to 3 inch)		
• Soil drilling	Per Lineal Foot	$ 13.00
• Rock drilling	Per Lineal Foot	$ 19.00
Dynamic Cone Penetrometer	Per Lineal Foot	$ 16.00
Standard Penetration Test (SPT) Borings (ASTM D-1586) in soil (N-values <50):		
• from surface to 25 feet	Per Lineal Foot	$ 18.00
• from 25 feet to 50 feet	Per Lineal Foot	$ 20.00
• from 50 feet to 75 feet	Per Lineal Foot	$ 21.00
• from 75 feet to 100 feet	Per Lineal Foot	$ 24.00
• from 100 feet to 150 feet	Per Lineal Foot	$ 33.00
Standard Penetration Test (SPT) Borings in high resistance soil/rock (N-values >50)	Add'l Per Lineal Foot	$ 3.60
Furnish, Install, and Remove Casing (up to 4-inch)	Per Lineal Foot	$ 8.00
Support Water Truck (Time Basis)	Per Day	$ 183.00
SAMPLING - Continuous SPT Sampling		
• from 10 feet to 25 feet	Per Additional Sample	$ 34.50
• from 25 feet to 50 feet	Per Additional Sample	$ 37.80
• from 50 feet to 75 feet	Per Additional Sample	$ 41.00
• from 75 feet to 100 feet	Per Additional Sample	$ 45.00
• from 100 feet to 150 feet	Per Additional Sample	$ 54.00
Undisturbed Samples		
• Shelby Tube	Per Sample	$ 153.00
• Fixed-Position Shelby Tube	Per Sample	$ 187.50
Rock Coring (up to 3-inch)	Per Lineal Foot	$ 56.00
OTHER CHARGES		
Site Reconnaissance and Utility locate as required by Chapter 556, FS		Quote per Project
Difficult Access	Per Crew-Hour	$ 200.00
Hole Location and Set-Up	Per Crew-Hour	$ 200.00
Standby Time	Per Crew-Hour	$ 200.00
Decontamination	Per Crew-Hour	$ 200.00
Bore Hole Grouting and Sealing	Per Crew-Foot	$ 4.00
Materials	Per Job	At Cost + 15%
MONITOR WELLS AND PIEZOMETERS (PVC)		
1" to 2" Piezometers in soil (up to 25' deep)	Per Lineal Foot	$ 43.00
• in rock (N >50)	Add'l Per Lineal Foot	$ 6.00
2" Monitor Well in soil (up to 25' deep)	Per Lineal Foot	$ 48.00
• in rock (N >50)	Add'l Per Lineal Foot	$ 18.00
Lockable Security Covers with 2' x 2' x 4" concrete pad		
• 4" x 4" Box Steel (for 2" well)	Each	$ 215.00
• 6" x 6" Box Steel	Each	$ 237.00
• 8" dia. manhole with 2" lockable well cap	Per Set	$ 325.00
• Steel reinforcement for concrete pad (4-#4)	Additional Per Pad	$ 63.00
Development of Well/Piezometer	Per Hour	$ 80.00
Well Construction Permit	Per Permit	Quote per Project

IN SITU SOIL PERMEABILITY

Double-Ring Infiltrometer (ASTM D-3385)	Per Test	$ 600.00
Air-Entry Permeameter	Per Test	$ 174.00
Slug or Constant Head Test in Monitor Well/Piezometer	Per Test	$ 200.00
SWFWMD Open-Hole Exfiltration Test	Per Test	$ 203.00
Horizontal Permeability Test in Hand Auger Boring	Per Test	$ 203.00
Vertical Permeability Test in Hand Auger Boring	Per Test	$ 290.00

GEOPHYSICAL/ENVIRONMENTAL EQUIPMENT (FIELD USE)

Methane Detector (Rental)	Per Day	$ 55.00
Organic Vapor Analyzer	Per Day	$ 120.00
Vibration Monitor - Equipment	Per Job	At Cost + 15%
Vibration Monitor Technician	Per Hour	$ 71.00
Sound Level Meter – Equipment Usage	Per Day	$ 53.00
Turbidimeter	Per Day	$ 53.00
Ground Penetrating Radar (includes equipment & report)	Per Day	$2,750.00
Boat Use - 14 foot	Per Day	$ 200.00
Other Equipment	Per Job	At Cost + 15%

PILE MONITORING AND LOAD TEST

Pile Load Tests - Supply hydraulic jack, Instrumentation and Monitoring

• Compressive (ASTM D-1143), (up to 200 ton)	Quote per Project
• Tensile (ASTM D-3689), (up to 100 ton)	Quote per Project
• Lateral (ASTM D-3966), (up to 50 ton)	Quote per Project

SPECIAL DRILLING/SOUNDING

Prices for special drilling (barge drilling; air boat sampling; amphibious drilling; NG wire line coring; large diameter borings; drilling in corrosive, contaminated or hazardous materials; drilling at great depths; installing large diameter temporary casing; etc.), field vane testing, and other specialized field tests will be determined per project.

INSTRUMENTATION

Prices for installation of inclinometers, settlement devices and deep (>25'), stainless steel or teflon piezometers/monitor wells will be determined per project.

LABORATORY TESTING SERVICES

CLASSIFICATION TESTS		
Moisture Content (ASTM D-2216)	Each	$ 20.00
Organic Content		
• Loss on Ignition (ASTM D-2974, AASHTO T267)	Each	$ 40.00
• Wet Combustion (AASHTO T194)	Each	$ 133.00
Unit Weight/Classification (Undisturbed Sample)	Each	$ 69.00
Sieve Analysis		
• Soil (ASTM D-6913)	Each	$ 60.00
• Soil Aggregate Mixture or Aggregate (up to 1-in.) (ASTM C-136, AASHTO T27)	Each	$ 150.00
• Soil Aggregate Mixture or Aggregate (greater than 1-in.) (ASTM C-136, AASHTO T27)	Each	$ 190.00
Percent Fines Soils (ASTM D-1140)	Each	$ 36.00
Percent Fines Aggregates (ASTM C-117 or AASHTO T11)	Each	$ 36.00
Hydrometer Analysis (ASTM D-7928)	Each	$ 122.00
Particle Size Analysis (AASHTO T88)	Each	$ 75.00
Atterberg Limits (ASTM D-4318)		
• Plasticity Index less than 150	Per Set	$ 119.00
• Plasticity Index greater than 150	Add'l Per Set	$ 73.00
Shrinkage Limit (ASTM D-427)	Each	$ 99.00
Specific Gravity of Fine Aggregate (AASHTO T84)	Each	$ 180.00
Specific Gravity of Coarse Aggregate (AASHTO T85)	Each	$ 120.00
Carbonate Content (FM 5-514)	Each	$ 180.00
Mohs Hardness	Each	$ 6.00
Munsell Color	Each	$ 6.00
Visual Soil Classification (ASTM D-2488)	Each	$ 7.00
Deleterious Substances of Graded Aggregate	Per Hour	Hourly Technician Rate
Sample Preparaton	Per Hour	Hourly Technician Rate
COMPACTION TESTS		
Standard Proctor (ASTM D698, AASHTO T99) or Modified Proctor (ASTM D1557, AASHTO T180)		
• Soils	Each	$ 125.00
• Soil Aggregate and Base Materials	Each	$ 155.00
Limerock Bearing Ratio (LBR) - 5 Point (FM 1-T180/FM 5-515)	Per Set	$ 380.00
CHEMICAL TESTS		
Water pH	Each	$ 15.00
Water Specific Conductance	Each	$ 15.00
Turbidity (EPA 180.1)	Each	$ 30.00
Soil pH (FM 5-550)	Each	$ 47.50
Soil Specific Conductance	Each	$ 47.50
Soil Resistivity (ASTM G-57)	Each	$ 53.00
Soil Corrosivity Series (FM 5-550, 551, 552, 553)	Per Set	$ 200.00
RADON TESTING		
Gamma Radiation Testing with Ludlum Scintillometer	Per Hour	$ 85.00
Sample Shipping	Per Job	At Cost + 15%
Radium-226 Assay, including packaging and transport	Per Sample	$ 155.00

$100.00 Minimum Fee for Testing Samples Delivered by Client

SAMPLE PREPARATION AND SPECIAL TESTS

Preparation of Laboratory Samples for Testing (e.g., sedimented or compacted) will be charged at $20.00 per sample. Prices for Visual Classification, for Special Sample Preparation, for Special Laboratory Tests (Slurry Consolidation, Leaching Tests, Settling Tests, Triaxial Compression Tests, Geotextile Strength Tests, etc.), and for testing contaminated soils or hazardous materials will be determined per project based upon technician man-hours and other considerations. In addition, a daily charge of $12.00 per day will be assessed for special long-term laboratory tests (i.e., slurry consolidation, leaching tests, etc.)

MATERIALS TESTING SERVICES

CONCRETE SAMPLING & TESTING

Fresh Concrete

Travel Time	Per Hour	Hourly Technician Rate
Concrete Cylinders, Compressive Strength (ASTM C-39)	Per Set	$ 100.00
Concrete Cylinders, Compressive Strength Cast by Others	Each	$ 28.00
• Additional cylinders from the same sample (more than 5/set)	Each	$ 17.00
Concrete Beams, Flexural Strength (ASTM C-78)	Set of 3	$ 275.00
• Additional Beams (more than 3/set)	Each	$ 60.00
Concrete Beams, Flexural Strength Cast by Others	Each	$ 55.00
Air Content Determination (ASTM C-173 or C-231)	Per Test	$ 22.00
Additional Slump Tests (ASTM C-143)	Per Test	$ 18.00
Unit Weight Determination (ASTM C-138)	Per Test	$ 34.00
Stand-by Time (in excess of 1/2 hour per set) and/or Continuous Monitoring of Concrete Placement	Per Hour	Hourly Technician Rate
Sample Pick-up/Processing	Per Hour	Hourly Technician Rate

Hardened Concrete (including specimens cast by others)

Travel Time	Per Hour	Hourly Technician Rate
Drilled Concrete Cores, Compressive Strength (ASTM C-42)	Per Core	$ 32.00
Rebound (Swiss) Hammer Test (not including Technician Time	Per Trip	$ 150.00
Shotcrete Test Panel (includes coring and compressive strength testing)	Per Core	$ 65.00
Concrete Slab Moisture Vapor Emission Test (ASTM F-1869)		Quote per Project
Concrete Slab Relative Humidity Testing (ASTM F-2170)		Quote per Project
Sample Pick-up/Processing	Per Hour	Hourly Technician Rate

MASONRY SAMPLING & TESTING

Travel Time	Per Hour	Hourly Technician Rate
Stand-by Time (in excess of 1/2 hour per set)	Per Hour	Hourly Technician Rate
Grout Prism, Compressive Strength (prepared in cardboard forms)	Set of 4	$ 100.00
Mortar/Grout 2-inch Cubes, Compressive Strength	Set of 3	$ 105.00
Clay/Concrete Brick and Pavers, Absorption & Net Area Compressive Strength	Set of 6	$ 240.00
Concrete Masonry Units, Gross Area Compressive Strength	Each	$ 93.00
Concrete Masonry Units, Absorption & Net Area Compressive Strength	Set of 6	$ 490.00
Sample Pick-up/Processing	Per Hour	Hourly Technician Rate

ASPHALT SAMPLING & TESTING

Travel Time	Per Hour	Hourly Technician Rate
Sample Pick-up/Processing	Per Hour	Hourly Technician Rate
In-Place Density Test (ASTM D2950)	Per Test	$ 28.00
Drilled Core, Bulk Specific Gravity (Density)	Per Test	$ 42.00
Bitumen Extraction and Aggregate Gradation (FM 5-563, FM 1-T030)	Per Sample	$ 210.00
Laboratory Density by Marshall Method with Stability & Flow Determinations (FM 5-511)	Per Sample	$ 170.00

SOIL CEMENT (CEMENT-TREATED BASE)

Mix Design		Quote per Project
Field Technician (sampling, portal-to-portal)	Per Hour	Hourly Technician Rate
Field Pills (includes molding & strength testing)	Each	$ 50.00
Drilled Base Cores, Compressive Strength	Each	$ 45.00

CORING SERVICES

Mobilization of Coring Equipment	Per Site	$ 250.00
Coring Crew Time On-site	Per Man/Per Hour	Hourly Technician Rate
Concrete Slab Coring, up to 8 inches of depth (does not include mobilization or crew time)	Per Core	$ 40.00
Asphalt Pavement Coring	Per Core	$ 35.00
Base Coring/Depth Verification	Per Core	$ 42.00
Shotcrete Test Panel (made by others) (includes coring and compressive strength testing)	Each	$ 65.00
Sample Pick-Up and Handling	Per Hour	Hourly Technician Rate

IN SITU COMPACTION DETERMINATION

Travel Time	Per Hour	Hourly Technician Rate
In-Place Density Test (Minimum of 5 per trip)	Per Test	$ 28.00
Stand-by Time (in excess of ¼ hour per test)	Per Hour	Hourly Technician Rate
Field Moisture Content with “Speedy” Tester (FM 5-507)	Per Test	$ 10.00
Sampling/Processing of Materials for Laboratory Testing	Per Hour	Hourly Technician Rate

MINIMUM TRIP FEE:
Failure to notify our office in advance of schedule changes or cancellations will result in a minimum trip fee of $90.00.

MINIMUM LABORATORY FEE:
Samples delivered by the Client will be subject to a minimum fee of $100.00 for reporting and administrative fees.

OVERTIME & HOLIDAY:
Charges will be increased by 50% for work performed outside normal business hours (7:00 am to 5:00 pm) and during weekends, official holidays or over 40 hours per week. A minimum laboratory testing fee may also apply in such cases. $100.00 Minimum Fee for Testing Samples Delivered by or Sampled by Client or Others.

City of Bradenton, Florida

Professional Services Agreement

RFP 22-029TWS: Hydrogeologic Services

This CONTINUING SERVICES CONTRACT (the "Contract"), is made this ___ day of _____ 20__, between the CITY OF BRADENTON (hereafter referred to as "CITY" or "CLIENT") a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205, and ASRus, LLC (herein after referred to as "CONSULTANT"), with a principal office located at PO Box 271686 Tampa, FL 33688.

WHEREAS, the CITY desires to obtain Hydrogeologic services from CONSULTANT for assigned projects in Bradenton, Florida (herein after referred to as "Continuing Services Projects") and issued RFP 22-029TWS pursuant to Section 287.055 of Florida Statutes, to find qualified professionals to fulfill the need for these services; and

WHEREAS, the Term of Contract is three (3) years from execution of the Contract, and CITY may, at its option, with mutual agreement from CONSULTANT, renew this Contract at the end of the Term for up to two (2) one-year extensions; and

WHEREAS, the CITY retains CONSULTANT to perform the services described herein on an "as needed" basis, as designated, authorized, and assigned by the CITY, and the CITY agrees to compensate CONSULTANT for such services in accordance with this Contract; and

WHEREAS, it is the primary intent of this Contract to ensure that CONSULTANT is available to provide professional services, in accordance with mutually agreed upon conditions, and the CITY has complied with all requirements of the Consultants Competitive Negotiation Act, in selection of CONSULTANT for this Contract; and

NOW, THEREFORE, the CITY and CONSULTANT, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals**. The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Contract.

2. **Request for Qualifications**. Request for Proposals (RFP) 22-029TWS and the CONSULTANT's response thereto are incorporated into this Contract by reference. In the event of any conflict between the relevant documents, any such conflict shall be resolved by first looking to this contract, second looking to the CONSULTANT's response and third looking to the RFP.

3. **Scope of Services**.

   3.1 The CONSULTANT's services consist of those services performed by the CONSULTANT, CONSULTANT's employees, and CONSULTANT's Sub-Consultants as enumerated and described in Exhibit A – Scope of Services in connection with this Continuing Service Contract. [TA1]

   3.2 The CONSULTANT's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the CITY, the CONSULTANT shall submit within 48 hours for the CITY's approval, a proposal for the performance of the CONSULTANT's services. The proposal shall contain a description of scope of proposed service, schedule upon which services will be provided, and all fees for services as described in Article 5. Time limits established by this proposal as approved by the CITY shall not, except for reasonable cause, be exceeded by the CONSULTANT or CITY.

   3.3 The CONSULTANT shall use the Project Team as designated from among the individuals listed on Exhibit B, Key Employees. The CONSULTANT shall not remove or replace any members of the Project Team, except upon written notice to and approval by the CITY based upon good cause shown. CITY's approval of such requests for team changes shall not be unreasonably withheld.

   3.4 All services rendered by the CONSULTANT shall be conducted under the responsible charge of persons properly licensed and certified in accordance with Florida Statutes and other applicable rules and regulations. Proof of Certification for each individual professional providing service shall be provided by the CONSULTANT to the CITY prior to services being rendered.

   3.5 It is understood and agreed that the CONSULTANT's services under this Contract do not include participation, whatsoever, in any litigation except litigation stemming

from the CONSULTANT's negligence or breach of this Contract. Should such services be required, a supplemental agreement may be negotiated between the CITY and the CONSULTANT describing the services desired and providing a basis for compensation to the CONSULTANT.

4. **Time of Completion**. CONSULTANT shall commence services upon receipt of a written notice signed by the OWNER's Representative. CONSULTANT shall include in its proposal a schedule for the Scope of Work defined by CITY. The schedule will be agreed upon on a project by project basis. CONSULTANT shall complete work in accordance with the schedule. CONSULTANT shall accelerate performance of services in the manner directed by CITY, in the event CITY in its reasonable discretion, determines that such acceleration is necessary to maintain the schedule.

5. **Fees**. The CITY agrees to pay to CONSULTANT for its services, as set forth in Exhibit A, a fee based upon an approved written proposal for each Work Order to be completed under the Contract.

5.1 The method of compensation will be established by the CITY based on the scope of each Work Order from the following options.

a. For Work Orders where the scope can be reasonably defined and has a specific schedule, compensation shall be a Lump Sum for each task calculated based on the estimated hours to be worked by the CONSULTANT for each of the tasks or subtasks multiplied by the standard hourly rates as agreed to in Exhibit C. Based on this calculation, a Lump Sum fee for each task will then be agreed to by the CITY and CONSULTANT prior to authorization of the Work Order. The total of the Lump Sum fees for all tasks in a Work Order shall be the total and complete amount payable to the CONSULTANT for performance of the Work Order and shall include the cost of all labor, overhead, profit, direct project expenses and expenses of any nature associated with completion of the Work Order tasks.

b. For indeterminate Work Orders, where the scope and/or schedule cannot be reasonably defined, compensation shall be on a "time & materials" basis with a preliminary, "not to exceed" budget agreed to by the CONSULTANT and CITY. Compensation shall be made for actual work performed in accordance with the schedule of rates included as Exhibit C.

5.2 Reimbursable expenses shall include only the actual and necessary costs and expenses reasonably and properly incurred by the CONSULTANT in connection with the services rendered under this Contract. Reimbursable expenses shall include the costs of any subconsultants utilized for the completion of authorized services. The costs and expenses shall be invoiced by the CONSULTANT at

their actual cost with no markup allowed. CONSULTANT shall provide any documentation required by the CITY related to said costs and expenses.

5.3 The CONSULTANT shall not exceed the approved Work Order cost without prior written approval from the CITY. Any increases in the actual work tasks or the level of effort for each work task shall be considered additional services for which the CONSULTANT will be entitled to additional compensation, using the methods defined in this Section of the Contract, and as mutually agreed to by the CITY and CONSULTANT.

5.4 The CONSULTANT shall submit invoices for services provided and fees earned on a monthly basis. Such invoicing shall be supported by a Progress Report showing the actual tasks performed and their relationship to the percentage of fee claimed. All progress reports and invoices shall be mailed to the attention of the CITY's Director of Public Works, 1411 9th St. W., Bradenton, Florida 34205.

5.5 Monthly invoices shall be paid by the CITY in accordance with Florida Statute 218.74. Resolution of improper payment requests or disputes between the CITY and the CONSULTANT will be resolved in accordance with Florida Statute 287.76.

6.0 **Ownership of Documents**. All drawings, computations, details, design calculations and other documents and plans (Work Product) that result from the CONSULTANT's services under this Contract are to become the property of the CITY upon full payment for services owed to CONSULTANT. Documents prepared by the CONSULTANT pursuant to this Contract are not intended nor represented to be suitable for reuse by the CITY or others on extensions of a Project or on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from the CONSULTANT shall be at the CITY's sole risk and without liability to the CONSULTANT. Further, any and all liability arising out of changes made to the CONSULTANT's deliverables to the CITY made under this Contract by the CITY or persons other than the CONSULTANT is waived as against the CONSULTANT and the CITY assumes full responsibility for such changes unless the CITY has given the CONSULTANT prior notice and has received from the CONSULTANT written consent for such changes.

7.0 **Insurance**. The CONSULTANT shall procure and maintain at the CONSULTANT's own expense, for the entire term of this Contract, the following insurance coverage. Within 10 days following the approval of this Contract, the CONSULTANT shall furnish the CITY a certificate or certificates of insurance in a form satisfactory to the CITY showing that CONSULTANT complies with the requirements of this paragraph. All certificates shall specify the policy shall not be cancelled without providing written notice to the CITY at least 30 days prior to any cancellation. The CITY shall be named as an additional insured on each policy as appropriate.

7.1 Worker's Compensation – Unless otherwise allowed by Florida law, and approved by the CITY, CONSULTANT shall provide Worker's Compensation for all employees, with minimum limits statutory for Worker's Compensation and $1,000,000 for Employer's Liability.

7.2 Commercial General Liability – the limits are to be applicable only to work performed under this Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO form CG 25 03) to a Commercial General Liability Policy with the following minimum limits:

- **Products/Completed Operations Aggregate $1,000,000**
- **Personal and Advertising Injury $500,000**
- **Each Occurrence $500,000**

7.3 Comprehensive Automobile Liability – The CONSULTANT shall provide coverage for Each Occurrence Bodily Injury and Property Damage Liability Combined of not less than $1,000,000. Annual Aggregate (if applicable) Three (3) Times the Each Occurrence Limit.

7.4 Professional Liability Insurance – Professional Liability Insurance (including coverage for the Schedule of Fees and Services to be performed under this Contract), for protection from negligent acts, errors, and omissions of CONSULTANT from or in connection with the performance of CONSULTANT's services. CONSULTANT must maintain a comprehensive liability policy, including errors and omissions coverage, issued to CONSULTANT as the insured. Said policy shall be issued and underwritten by a licensed insurer, authorized as such in the State of Florida. Said policy shall provide coverage for the acts or omissions of CONSULTANT in a minimum amount of $1,000,000.00 per claim. Said comprehensive professional liability policy shall be underwritten by an insurer who, in the most current edition of Best's Key Rating Guide, has (1) a rating classification of "A" or better, and (2) a financial size category rating of Class IV or higher.

7.5 Certificates of Insurance and Copies of Policies – Certificates of Insurance in triplicate evidencing the insurance coverage specified in the above paragraphs shall be filed with the CITY's Purchasing Manager before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and shall refer specifically to the proposal number, project title, and location of project. Insurance shall remain in force for a minimum of one (1) year after completion and acceptance of the project by the CITY, in the amounts and types as stated herein, including coverage for all products and services completed under this Contract.

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

9.0 **Termination, Suspension, Disputes, or Abandonment**. This Contract may be terminated by either party for failure of the other party to substantially perform their obligations under this Contract. The CITY shall have the sole right and option to suspend or terminate this Contract without cause, provided that 30 days' prior notice is given to the CONSULTANT.

9.1 In the event of termination, the CITY shall pay the CONSULTANT for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses, and the CITY shall have no further obligation to CONSULTANT for payment to CONSULTANT of the remainder of its fees, unless and until Continuing Services Projects are resumed by the CITY.

10.0 **Term**. The term of this Contract is for a period of three (3) years, commencing on the date of execution of this Contract. The CITY reserves the right, upon written request from the CONSULTANT, to extend this Contract up to two (2) times, with each extension for a period of one (1) year. Such extensions shall be subject to the same terms and conditions, as stated herein.

11.0 **Subconsultants**. Any proposed subconsultants the CONSULTANT wishes to utilize as part of its services for any Work Order shall be submitted to the CITY for approval prior to CONSULTANT entering into a subconsultant agreement. Such approval by the CITY shall not be unreasonably withheld. CITY shall not be liable to CONSULTANT in any manner whatsoever arising out of the CITY's objection to a proposed subconsultant.

11.1 CONSULTANT shall coordinate the services and work product of any subconsultants and remain fully responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT or its subconsultants, and CONSULTANT shall review and approve of any designs, drawings, specifications, shop drawings, submittals, or other services produced or furnished by any subconsultants prior to submittal to the CITY.

CONSULTANT shall correct or revise any subconsultant errors or deficiencies in the designs, drawings, specifications or other services produced pursuant to this Contract and shall provide CITY with such corrections or revisions at its sole expense.

11.2 Any subconsultant agreement shall reflect the terms of this Contract and require the subconsultant, to the extent of the services to be performed by the subconsultant, to assume toward CONSULTANT all the obligations which CONSULTANT by this Contract assumes toward the CITY, it being understood that nothing herein shall in any way relieve CONSULTANT from any of its duties under this Contract.

11.3 CONSULTANT shall cooperate at all times with CITY, and cooperate and coordinate with, and incorporate the work product of, any separate consultant, in any fashion appropriate or necessary to facilitate the design and construction of Continuing Services Projects within the project's budget and schedule. In the event CITY so elects and upon written mutual consent (which consent shall not be unreasonably withheld), as evidenced by a Work Order under this Contract, CONSULTANT shall accept any assignment of any agreement or contract CITY may have with any separate consultant.

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

12.1 CONSULTANT shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service;

12.2 CONSULTANT shall provide the public with access to public records on the same terms and conditions that the CITY would provide and at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law;

12.3 CONSULTANT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;

12.4 CONSULTANT shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of CONSULTANT upon termination of the Contract and destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. All records stored electronically must be provided to CITY in a format that is compatible with the CITY's information technology systems;

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

13.0 Limitation of Liability.

13.1 Neither the CITY nor the CONSULTANT shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

13.2 PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

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

City Clerk
Phone: (941) 932-9400
Email: Cityclerk@Cityofbradenton.com
Mailing Address: 101 Old Main Street – Bradenton, FL 34205

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Agreement upon the terms and conditions above stated, this _____day of _____, 20__.

CONSULTANT

ASRus, LLC

P.O. Box 271686

Tampa, Florida 33688

By:_____

Mark B. McNeal, CEO

Witness for CONSULTANT:

By:_____

J. Pete Larkin, Vice President

CITY

City of Bradenton

1411 9th Street West

Bradenton, Florida 34205

By:_____

Gene Brown

Mayor, City of Bradenton

Witness for CITY:

By:_____

Tamara Melton

City Clerk

Approved as to Form:

By:_____

Scott Rudacille

City Attorney

Attachments

Exhibit A – Scope of Services
Exhibit B – Key Personnel
Exhibit C- Standard Hourly Rate Schedule

4.6 HYDROGEOLOGICAL SERVICES CONTRACT

The general scope of work to be provided to accomplish the CITY's objective includes a broad range of professional hydrogeological services related to miscellaneous projects related to the City's existing Aquifer Storage and Recovery (ASR) well program, as may be designated by the CITY. The types of assignments that may be required during the duration of this Contract include but are not necessarily limited to the following:

a) Soil mapping and classification

b) Subsurface explorations/geophysical surveys

c) Soil and materials testing services

d) Settlement analyses

e) Sinkhole evaluations

f) Injection well design, permitting and construction administration/management

g) ASR system planning, permitting, design and construction

Exhibit B - Key Personnel

ASRus, LLC

Tampa, FL

The following personnel are key to the ASRus Project Team for City of Bradenton work under this contract:

Mark B. McNeal, PG – Principal Hydrogeologist

Pete Larkin, PG – Senior Hydrogeologist

Joe Haberfeld, PG – Senior Hydrogeologist

Rommy Lahera, PG – Senior Construction Manager

Hunter Clasen PhD – Staff Scientist

Kyle Taylor – Construction Manager

Jeremy Eaton – Staff Scientist

Exhibit C - Standard Hourly Rate Schedule

ASRus, LLC

Tampa, FL

Labor Classification	Hourly Rate
Principal in Charge (P.G.)	$200
Senior Professional Geologist (P.G.)	$170
Senior Professional Engineer (P.E.)	$170
Staff Scientist or Engineer (non-P.G./P.E.)	$90
Senior Construction Manager (P.E. or P.G.) (Field rate during well observation)	$140
Construction Manager (non-P.G/P.E.) (Field rate during well observation)	$90
Graphics Designer	$80
Senior Clerical	$70
Clerical	$50

Subconsultant and Subcontractor Services

Mark-up on Subconsultants: None. Bill at direct cost.

Mark-up on Subcontractors: None. Bill at direct cost.

Expenses

Expenses are included within the hourly labor rates provided. Should unforeseen reimbursable expenses be anticipated on an individual work order, these reimbursable expenses will be negotiated as part of the individual work order amount.

Hourly Rates shown are good through the possible 5-year term of this agreement.

P.O. Box 271686 Tampa, FL 33688-1686 • Office 813.264.9100 • Fax 813.264.9074 • www.asrus.net

City of Bradenton, Florida

Professional Services Agreement

RFP 22-029TWS: Drainage-Stormwater Design, Land Surveying, and Transportation Design Services

This CONTINUING SERVICES CONTRACT (the "Contract"), is made this ___ day of _____ 20__, between the CITY OF BRADENTON (hereafter referred to as "CITY" or "CLIENT") a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205, and CivilSurv Design Group, Inc. (herein after referred to as "CONSULTANT"), with a principal office located at 2525 Drane Field Road, Suite 7, Lakeland, FL 33811.

WHEREAS, the CITY desires to obtain Drainage-Stormwater Design, Land Surveying, and Transportation Design services from CONSULTANT for assigned projects in Bradenton, Florida (herein after referred to as "Continuing Services Projects") and issued RFP 22-029TWS pursuant to Section 287.055 of Florida Statutes, to find qualified professionals to fulfill the need for these services; and

WHEREAS, the Term of Contract is three (3) years from execution of the Contract, and CITY may, at its option, with mutual agreement from CONSULTANT, renew this Contract at the end of the Term for up to two (2) one-year extensions; and

WHEREAS, the CITY retains CONSULTANT to perform the services described herein on an "as needed" basis, as designated, authorized, and assigned by the CITY, and the CITY agrees to compensate CONSULTANT for such services in accordance with this Contract; and

WHEREAS, it is the primary intent of this Contract to ensure that CONSULTANT is available to provide professional services, in accordance with mutually agreed upon conditions, and the CITY has complied with all requirements of the Consultants Competitive Negotiation Act, in selection of CONSULTANT for this Contract; and

NOW, THEREFORE, the CITY and CONSULTANT, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals**. The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Contract.

2. **Request for Qualifications**. Request for Proposals (RFP) 22-029TWS and the CONSULTANT's response thereto are incorporated into this Contract by reference. In the event of any conflict between the relevant documents, any such conflict shall be resolved by first looking to this contract, second looking to the CONSULTANT's response and third looking to the RFP.

3. **Scope of Services**.

   3.1 The CONSULTANT's services consist of those services performed by the CONSULTANT, CONSULTANT's employees, and CONSULTANT's Sub-Consultants as enumerated and described in Exhibit A – Scope of Services in connection with this Continuing Service Contract. [TA1]

   3.2 The CONSULTANT's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the CITY, the CONSULTANT shall submit within 48 hours for the CITY's approval, a proposal for the performance of the CONSULTANT's services. The proposal shall contain a description of scope of proposed service, schedule upon which services will be provided, and all fees for services as described in Article 5. Time limits established by this proposal as approved by the CITY shall not, except for reasonable cause, be exceeded by the CONSULTANT or CITY.

   3.3 The CONSULTANT shall use the Project Team as designated from among the individuals listed on Exhibit B, Key Employees. The CONSULTANT shall not remove or replace any members of the Project Team, except upon written notice to and approval by the CITY based upon good cause shown. CITY's approval of such requests for team changes shall not be unreasonably withheld.

   3.4 All services rendered by the CONSULTANT shall be conducted under the responsible charge of persons properly licensed and certified in accordance with Florida Statutes and other applicable rules and regulations. Proof of Certification for each individual professional providing service shall be provided by the CONSULTANT to the CITY prior to services being rendered.

   3.5 It is understood and agreed that the CONSULTANT's services under this Contract do not include participation, whatsoever, in any litigation except litigation stemming

from the CONSULTANT's negligence or breach of this Contract. Should such services be required, a supplemental agreement may be negotiated between the CITY and the CONSULTANT describing the services desired and providing a basis for compensation to the CONSULTANT.

4. **Time of Completion**. CONSULTANT shall commence services upon receipt of a written notice signed by the OWNER's Representative. CONSULTANT shall include in its proposal a schedule for the Scope of Work defined by CITY. The schedule will be agreed upon on a project by project basis. CONSULTANT shall complete work in accordance with the schedule. CONSULTANT shall accelerate performance of services in the manner directed by CITY, in the event CITY in its reasonable discretion, determines that such acceleration is necessary to maintain the schedule.

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5.1 The method of compensation will be established by the CITY based on the scope of each Work Order from the following options.

a. For Work Orders where the scope can be reasonably defined and has a specific schedule, compensation shall be a Lump Sum for each task calculated based on the estimated hours to be worked by the CONSULTANT for each of the tasks or subtasks multiplied by the standard hourly rates as agreed to in Exhibit C. Based on this calculation, a Lump Sum fee for each task will then be agreed to by the CITY and CONSULTANT prior to authorization of the Work Order. The total of the Lump Sum fees for all tasks in a Work Order shall be the total and complete amount payable to the CONSULTANT for performance of the Work Order and shall include the cost of all labor, overhead, profit, direct project expenses and expenses of any nature associated with completion of the Work Order tasks.

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CONSULTANT shall correct or revise any subconsultant errors or deficiencies in the designs, drawings, specifications or other services produced pursuant to this Contract and shall provide CITY with such corrections or revisions at its sole expense.

11.2 Any subconsultant agreement shall reflect the terms of this Contract and require the subconsultant, to the extent of the services to be performed by the subconsultant, to assume toward CONSULTANT all the obligations which CONSULTANT by this Contract assumes toward the CITY, it being understood that nothing herein shall in any way relieve CONSULTANT from any of its duties under this Contract.

11.3 CONSULTANT shall cooperate at all times with CITY, and cooperate and coordinate with, and incorporate the work product of, any separate consultant, in any fashion appropriate or necessary to facilitate the design and construction of Continuing Services Projects within the project's budget and schedule. In the event CITY so elects and upon written mutual consent (which consent shall not be unreasonably withheld), as evidenced by a Work Order under this Contract, CONSULTANT shall accept any assignment of any agreement or contract CITY may have with any separate consultant.

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

12.1 CONSULTANT shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service;

12.2 CONSULTANT shall provide the public with access to public records on the same terms and conditions that the CITY would provide and at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law;

12.3 CONSULTANT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;

12.4 CONSULTANT shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of CONSULTANT upon termination of the Contract and destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. All records stored electronically must be provided to CITY in a format that is compatible with the CITY's information technology systems;

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

13.0 Limitation of Liability.

13.1 Neither the CITY nor the CONSULTANT shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

13.2 PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

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

City Clerk
Phone: (941) 932-9400
Email: Cityclerk@Cityofbradenton.com
Mailing Address: 101 Old Main Street – Bradenton, FL 34205

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Contract upon the terms and conditions above stated, this _____day of _____, 20__.

CONSULTANT

By:_____

Witness for CONSULTANT:

By:_____

CITY

City of Bradenton

1411 9th Street West

Bradenton, Florida 34205

By:_____

Gene Brown

Mayor, City of Bradenton

Witness for CITY:

By:_____

Tamara Melton

City Clerk

Approved as to Form:

By:_____

Scott Rudacille

City Attorney

Attachments

Exhibit A – Scope of Services
Exhibit B – Key Personnel
Exhibit C- Standard Hourly Rate Schedule

Exhibit A – Scope of Services

4.2 DRAINAGE/STORMWATER ENGINEERING SERVICES CONTRACT

The general scope of work to be provided to accomplish the CITY's objective includes a broad range of professional drainage/stormwater engineering services related to miscellaneous drainage or stormwater improvements projects, as may be designated by the CITY. The types of assignments that may be required during the duration of this Contract include but are not necessarily limited to the following:

a) Feasibility studies

b) Master planning

c) Stormwater modeling

d) Stormwater system design

e) Project permitting services

f) Development of construction cost opinions

g) Development of construction plans and specifications

h) Professional services during construction

- Construction administration services
- Construction observation services
- Completion of project close-out activities including Record Drawings in multiple electronic formats

i) Alternative project delivery methodologies (design-build, etc.)

j) Value engineering

Exhibit A – Scope of Services

4.8 LAND SURVEYING SERVICES CONTRACT

The general scope of work to be provided to accomplish the CITY's objective includes a broad range of professional land surveying services related to miscellaneous projects as may be designated by the CITY. The types of assignments that may be required during the duration of this Contract include but are not necessarily limited to the following:

a) Topographic surveys

b) Boundary surveys

c) Horizontal and vertical control surveys

- Geodetic control/leveling
- Aerial photography/LIDAR control

d) Elevation certificates

e) Platting for subdivisions and condominium complexes

f) Right-of-way surveys

g) Mean high water surveys

h) Subsurface utility location surveys

i) Hydrographic/Bathymetric surveys

j) Construction stakeout

k) Jurisdictional surveys

l) Special purpose surveys

m) Ground penetrating radar surveys

n) Legal descriptions

o) Easement preparation

p) Earthwork surveys and volume calculations

Exhibit A – Scope of Services

4.10 TRANSPORATION-TRAFFIC ENGINEERING SERVICES CONTRACT

The general scope of work to be provided to accomplish the CITY's objective includes a broad range of professional transportation-traffic engineering services related to miscellaneous projects as may be designated by the CITY. The types of assignments that may be required during the duration of this Contract include but are not necessarily limited to the following:

a) Traffic analysis and planning

b) Transportation planning

c) Regional master planning

d) Computer modeling of traffic/trip generation data

e) Traffic impact analysis

f) Roadway engineering

g) Pavement evaluations

h) Signalization design

i) Corridor studies

j) Traffic calming plans

k) Parking needs analysis

l) Intersection analysis

m) Site distance analysis

n) Circulation analysis

o) Traffic control plans

p) Geometric design

q) Site design for traffic flow

r) Professional services during construction

- Construction administration services
- Construction observation services
- Preparation of project Record Drawings

s) Alternative project delivery methodologies (design-build, etc.)

t) Value engineering

Key Personnel:

Craig Fuller, PE – Contract Manager

Mark Frederick, PE, CFM, ENV SP, PMP –

Stormwater John Howle, PE – Traffic

Job Classification	Hourly Rate
Administrative Assistant	$80.00
Associate 1	$85.00
Associate 2	$100.00
Associate 3	$120.00
Sr. Associate	$135.00
Project Manager	$160.00
Sr. Project Manager	$190.00
Director	$225.00
Principal	$240.00
Expert Witness	$300.00
Survey Crew	$175.00
Survey Crew with MOT	$220.00
SUE Designating Crew	$200.00
SUE Locations/GPR Crew	$285.00

Effective June 1, 2022

City of Bradenton, Florida

Professional Services Agreement

RFP 22-029TWS: Marine-Coastal Engineering Design Services

This CONTINUING SERVICES CONTRACT (the "Contract"), is made this ___ day of _____ 20__, between the CITY OF BRADENTON (hereafter referred to as "CITY" or "CLIENT") a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205, and Cummings Cederberg (herein after referred to as "CONSULTANT"), with a principal office located at 735 Arlington Ave. N. Suite 601, St. Petersburg, FL 33701.

WHEREAS, the CITY desires to obtain _____ services from CONSULTANT for assigned projects in Bradenton, Florida (herein after referred to as "Continuing Services Projects") and issued RFP 22-029TWS pursuant to Section 287.055 of Florida Statutes, to find qualified professionals to fulfill the need for these services; and

WHEREAS, the Term of Contract is three (3) years from execution of the Contract, and CITY may, at its option, with mutual agreement from CONSULTANT, renew this Contract at the end of the Term for up to two (2) one-year extensions; and

WHEREAS, the CITY retains CONSULTANT to perform the services described herein on an "as needed" basis, as designated, authorized, and assigned by the CITY, and the CITY agrees to compensate CONSULTANT for such services in accordance with this Contract; and

WHEREAS, it is the primary intent of this Contract to ensure that CONSULTANT is available to provide professional services, in accordance with mutually agreed upon conditions, and the CITY has complied with all requirements of the Consultants Competitive Negotiation Act, in selection of CONSULTANT for this Contract; and

NOW, THEREFORE, the CITY and CONSULTANT, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals**. The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Contract.

2. **Request for Qualifications**. Request for Proposals (RFP) 22-029TWS and the CONSULTANT's response thereto are incorporated into this Contract by reference. In the event of any conflict between the relevant documents, any such conflict shall be resolved by first looking to this contract, second looking to the CONSULTANT's response and third looking to the RFP.

3. **Scope of Services**.

   3.1 The CONSULTANT's services consist of those services performed by the CONSULTANT, CONSULTANT's employees, and CONSULTANT's Sub-Consultants as enumerated and described in Exhibit A – Scope of Services in connection with this Continuing Service Contract. [TA1]

   3.2 The CONSULTANT's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the CITY, the CONSULTANT shall submit within 48 hours for the CITY's approval, a proposal for the performance of the CONSULTANT's services. The proposal shall contain a description of scope of proposed service, schedule upon which services will be provided, and all fees for services as described in Article 5. Time limits established by this proposal as approved by the CITY shall not, except for reasonable cause, be exceeded by the CONSULTANT or CITY.

   3.3 The CONSULTANT shall use the Project Team as designated from among the individuals listed on Exhibit B, Key Employees. The CONSULTANT shall not remove or replace any members of the Project Team, except upon written notice to and approval by the CITY based upon good cause shown. CITY's approval of such requests for team changes shall not be unreasonably withheld.

   3.4 All services rendered by the CONSULTANT shall be conducted under the responsible charge of persons properly licensed and certified in accordance with Florida Statutes and other applicable rules and regulations. Proof of Certification for each individual professional providing service shall be provided by the CONSULTANT to the CITY prior to services being rendered.

   3.5 It is understood and agreed that the CONSULTANT's services under this Contract do not include participation, whatsoever, in any litigation except litigation stemming

from the CONSULTANT's negligence or breach of this Contract. Should such services be required, a supplemental agreement may be negotiated between the CITY and the CONSULTANT describing the services desired and providing a basis for compensation to the CONSULTANT.

4. **Time of Completion**. CONSULTANT shall commence services upon receipt of a written notice signed by the OWNER's Representative. CONSULTANT shall include in its proposal a schedule for the Scope of Work defined by CITY. The schedule will be agreed upon on a project by project basis. CONSULTANT shall complete work in accordance with the schedule. CONSULTANT shall accelerate performance of services in the manner directed by CITY, in the event CITY in its reasonable discretion, determines that such acceleration is necessary to maintain the schedule.

5. **Fees**. The CITY agrees to pay to CONSULTANT for its services, as set forth in Exhibit A, a fee based upon an approved written proposal for each Work Order to be completed under the Contract.

5.1 The method of compensation will be established by the CITY based on the scope of each Work Order from the following options.

a. For Work Orders where the scope can be reasonably defined and has a specific schedule, compensation shall be a Lump Sum for each task calculated based on the estimated hours to be worked by the CONSULTANT for each of the tasks or subtasks multiplied by the standard hourly rates as agreed to in Exhibit C. Based on this calculation, a Lump Sum fee for each task will then be agreed to by the CITY and CONSULTANT prior to authorization of the Work Order. The total of the Lump Sum fees for all tasks in a Work Order shall be the total and complete amount payable to the CONSULTANT for performance of the Work Order and shall include the cost of all labor, overhead, profit, direct project expenses and expenses of any nature associated with completion of the Work Order tasks.

b. For indeterminate Work Orders, where the scope and/or schedule cannot be reasonably defined, compensation shall be on a "time & materials" basis with a preliminary, "not to exceed" budget agreed to by the CONSULTANT and CITY. Compensation shall be made for actual work performed in accordance with the schedule of rates included as Exhibit C.

5.2 Reimbursable expenses shall include only the actual and necessary costs and expenses reasonably and properly incurred by the CONSULTANT in connection with the services rendered under this Contract. Reimbursable expenses shall include the costs of any subconsultants utilized for the completion of authorized services. The costs and expenses shall be invoiced by the CONSULTANT at

their actual cost with no markup allowed. CONSULTANT shall provide any documentation required by the CITY related to said costs and expenses.

5.3 The CONSULTANT shall not exceed the approved Work Order cost without prior written approval from the CITY. Any increases in the actual work tasks or the level of effort for each work task shall be considered additional services for which the CONSULTANT will be entitled to additional compensation, using the methods defined in this Section of the Contract, and as mutually agreed to by the CITY and CONSULTANT.

5.4 The CONSULTANT shall submit invoices for services provided and fees earned on a monthly basis. Such invoicing shall be supported by a Progress Report showing the actual tasks performed and their relationship to the percentage of fee claimed. All progress reports and invoices shall be mailed to the attention of the CITY's Director of Public Works, 1411 9th St. W., Bradenton, Florida 34205.

5.5 Monthly invoices shall be paid by the CITY in accordance with Florida Statute 218.74. Resolution of improper payment requests or disputes between the CITY and the CONSULTANT will be resolved in accordance with Florida Statute 287.76.

6.0 **Ownership of Documents**. All drawings, computations, details, design calculations and other documents and plans (Work Product) that result from the CONSULTANT's services under this Contract are to become the property of the CITY upon full payment for services owed to CONSULTANT. Documents prepared by the CONSULTANT pursuant to this Contract are not intended nor represented to be suitable for reuse by the CITY or others on extensions of a Project or on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from the CONSULTANT shall be at the CITY's sole risk and without liability to the CONSULTANT. Further, any and all liability arising out of changes made to the CONSULTANT's deliverables to the CITY made under this Contract by the CITY or persons other than the CONSULTANT is waived as against the CONSULTANT and the CITY assumes full responsibility for such changes unless the CITY has given the CONSULTANT prior notice and has received from the CONSULTANT written consent for such changes.

7.0 **Insurance**. The CONSULTANT shall procure and maintain at the CONSULTANT's own expense, for the entire term of this Contract, the following insurance coverage. Within 10 days following the approval of this Contract, the CONSULTANT shall furnish the CITY a certificate or certificates of insurance in a form satisfactory to the CITY showing that CONSULTANT complies with the requirements of this paragraph. All certificates shall specify the policy shall not be cancelled without providing written notice to the CITY at least 30 days prior to any cancellation. The CITY shall be named as an additional insured on each policy as appropriate.

7.1 Worker's Compensation – Unless otherwise allowed by Florida law, and approved by the CITY, CONSULTANT shall provide Worker's Compensation for all employees, with minimum limits statutory for Worker's Compensation and $1,000,000 for Employer's Liability.

7.2 Commercial General Liability – the limits are to be applicable only to work performed under this Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO form CG 25 03) to a Commercial General Liability Policy with the following minimum limits:

- **Products/Completed Operations Aggregate $1,000,000**
- **Personal and Advertising Injury $500,000**
- **Each Occurrence $500,000**

7.3 Comprehensive Automobile Liability – The CONSULTANT shall provide coverage for Each Occurrence Bodily Injury and Property Damage Liability Combined of not less than $1,000,000. Annual Aggregate (if applicable) Three (3) Times the Each Occurrence Limit.

7.4 Professional Liability Insurance – Professional Liability Insurance (including coverage for the Schedule of Fees and Services to be performed under this Contract), for protection from negligent acts, errors, and omissions of CONSULTANT from or in connection with the performance of CONSULTANT's services. CONSULTANT must maintain a comprehensive liability policy, including errors and omissions coverage, issued to CONSULTANT as the insured. Said policy shall be issued and underwritten by a licensed insurer, authorized as such in the State of Florida. Said policy shall provide coverage for the acts or omissions of CONSULTANT in a minimum amount of $1,000,000.00 per claim. Said comprehensive professional liability policy shall be underwritten by an insurer who, in the most current edition of Best's Key Rating Guide, has (1) a rating classification of "A" or better, and (2) a financial size category rating of Class IV or higher.

7.5 Certificates of Insurance and Copies of Policies – Certificates of Insurance in triplicate evidencing the insurance coverage specified in the above paragraphs shall be filed with the CITY's Purchasing Manager before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and shall refer specifically to the proposal number, project title, and location of project. Insurance shall remain in force for a minimum of one (1) year after completion and acceptance of the project by the CITY, in the amounts and types as stated herein, including coverage for all products and services completed under this Contract.

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

9.0 **Termination, Suspension, Disputes, or Abandonment**. This Contract may be terminated by either party for failure of the other party to substantially perform their obligations under this Contract. The CITY shall have the sole right and option to suspend or terminate this Contract without cause, provided that 30 days' prior notice is given to the CONSULTANT.

9.1 In the event of termination, the CITY shall pay the CONSULTANT for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses, and the CITY shall have no further obligation to CONSULTANT for payment to CONSULTANT of the remainder of its fees, unless and until Continuing Services Projects are resumed by the CITY.

10.0 **Term**. The term of this Contract is for a period of three (3) years, commencing on the date of execution of this Contract. The CITY reserves the right, upon written request from the CONSULTANT, to extend this Contract up to two (2) times, with each extension for a period of one (1) year. Such extensions shall be subject to the same terms and conditions, as stated herein.

11.0 **Subconsultants**. Any proposed subconsultants the CONSULTANT wishes to utilize as part of its services for any Work Order shall be submitted to the CITY for approval prior to CONSULTANT entering into a subconsultant agreement. Such approval by the CITY shall not be unreasonably withheld. CITY shall not be liable to CONSULTANT in any manner whatsoever arising out of the CITY's objection to a proposed subconsultant.

11.1 CONSULTANT shall coordinate the services and work product of any subconsultants and remain fully responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT or its subconsultants, and CONSULTANT shall review and approve of any designs, drawings, specifications, shop drawings, submittals, or other services produced or furnished by any subconsultants prior to submittal to the CITY.

CONSULTANT shall correct or revise any subconsultant errors or deficiencies in the designs, drawings, specifications or other services produced pursuant to this Contract and shall provide CITY with such corrections or revisions at its sole expense.

11.2 Any subconsultant agreement shall reflect the terms of this Contract and require the subconsultant, to the extent of the services to be performed by the subconsultant, to assume toward CONSULTANT all the obligations which CONSULTANT by this Contract assumes toward the CITY, it being understood that nothing herein shall in any way relieve CONSULTANT from any of its duties under this Contract.

11.3 CONSULTANT shall cooperate at all times with CITY, and cooperate and coordinate with, and incorporate the work product of, any separate consultant, in any fashion appropriate or necessary to facilitate the design and construction of Continuing Services Projects within the project's budget and schedule. In the event CITY so elects and upon written mutual consent (which consent shall not be unreasonably withheld), as evidenced by a Work Order under this Contract, CONSULTANT shall accept any assignment of any agreement or contract CITY may have with any separate consultant.

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

12.1 CONSULTANT shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service;

12.2 CONSULTANT shall provide the public with access to public records on the same terms and conditions that the CITY would provide and at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law;

12.3 CONSULTANT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;

12.4 CONSULTANT shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of CONSULTANT upon termination of the Contract and destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. All records stored electronically must be provided to CITY in a format that is compatible with the CITY's information technology systems;

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

13.0 Limitation of Liability.

13.1 Neither the CITY nor the CONSULTANT shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

13.2 PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

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

City Clerk
Phone: (941) 932-9400
Email: Cityclerk@Cityofbradenton.com
Mailing Address: 101 Old Main Street – Bradenton, FL 34205

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Agreement upon the terms and conditions above stated, this _____day of _____, 20__.

CONSULTANT

Cummings Cederberg

735 Arlington Ave. N., Suite 601

St. Petersburg, Florida 33701

By:_____

Jannek Cederberg

Witness for CONSULTANT:

By:_____

Patricia Fernandez

CITY

City of Bradenton

1411 9th Street West

Bradenton, Florida 34205

By:_____

Gene Brown

Mayor, City of Bradenton

Witness for CITY:

By:_____

Tamara Melton

City Clerk

Approved as to Form:

By:_____

Scott Rudacille

City Attorney

Attachments

Exhibit A – Scope of Services
Exhibit B – Key Personnel
Exhibit C- Standard Hourly Rate Schedule

Exhibit A – Scope of Services

4.9 MARINE-COASTAL ENGINEERING SERIVCES CONTRACT

The general scope of work to be provided to accomplish the CITY's objective includes a broad range of professional marine-coastal engineering services related to miscellaneous projects as may be designated by the CITY. The types of assignments that may be required during the duration of this Contract include but are not necessarily limited to the following:

a) Coastal engineering analysis

b) Marine/Coastal structure permitting

c) Marine/coastal structures inspection and evaluation

d) Shoreline protection/mitigation planning and design

e) Commercial pier and dock planning and design

f) Marina planning and design

g) Boardwalk planning and design

h) Local, State, and Federal Dredge Design and Permitting

i) Beach Nourishment Permitting and Monitoring

j) Dredge Materials Disposal and Consulting Services

k) Coastal Construction Contract Administration

l) Shorefront Protection Design, including seawalls, bulkheads, and soft solutions

m) Value engineering

Exhibit B - Key Personnel

Cummins Cederberg Key Personnel

Name	Title
Jannek Cederberg	Principal, President
Jason Cummins	Principal, Vice President
Jenna Phillips	Director, Office Lead/Sr. Coastal Engineer
Jason Taylor	Chief Engineer, Marine Structures
Geoff Parker	Sr. Engineer, Marine Structures
Jordon Cheifet	Director/Sr. Engineer, Coastal
Rasheed Muslimani	Sr. Engineer/Lead Construction Inspector
Jon Cunningham	Sr. Engineer, Marine Structures
Leonard Barrera	Sr. Engineer, Coastal & Modeling
Edwin Rajeev	Project Engineer, Coastal & Modeling
Ken Chang	Project Engineer, Dredging & Marine Structures
Marie Guyer	Project Engineer, Marine Structures
Ryan Winslow	Associate Engineer II, Coastal & Marine Structures
Colton Manning	Associate Engineer II, Coastal & Marine Structures
Stephen Orsay	Associate Engineer II, Coastal & Marine Structures
Grace Dentel	Associate Engineer I, Coastal
Gary Krystyniak	Senior Designer
Sergio Villatoro	Senior Designer
Brent Gore	Senior Geospatial and GIS Analyst
Danielle Irwin	Sr. Director
Rebecah Delp	Project Environmental Scientist
Gina Chiello	Sr. Director and Chief Environmental Lead
Christie Hurley	Senior Scientist
Natalie Bryce	Project Scientist
Tara Schwartz	Associate Scientist I
William Lorentzen	Associate Scientist II, Professional Geologist

Exhibit C - Standard Hourly Rates

Cummins Cederberg Hourly Rate Schedule

TITLE	RATE
Principal	$300.00
Senior Director	$260.00
Project Director	$240.00
Senior Project Manager	$220.00
Project Manager	$190.00
Chief Scientist	$220.00
Senior Scientist	$190.00
Project Scientist	$155.00
Associate Scientist II	$140.00
Associate Scientist I	$115.00
Chief Engineer	$250.00
Senior Engineer	$220.00
Project Engineer	$180.00
Associate Engineer II	$160.00
Associate Engineer I	$140.00
Senior Designer	$145.00
Designer	$120.00
Senior GIS Analyst	$160.00
GIS Analyst	$120.00
Technician	$85.00
Clerical	$75.00

City of Bradenton, Florida

Professional Services Agreement

RFP 22-029TWS: Facilities Engineering Design Services

This CONTINUING SERVICES CONTRACT (the "Contract"), is made this 24 day of February 20 23 between the CITY OF BRADENTON (hereafter referred to as "CITY" or "CLIENT") a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205, and Diversified Technology Consultants (herein after referred to as "CONSULTANT"), with a principal office located at 505 S. Orange Avenue, Sarasota, FL 34235.

WHEREAS, the CITY desires to obtain Facilities Engineering Design services from CONSULTANT for assigned projects in Bradenton, Florida (herein after referred to as "Continuing Services Projects") and issued RFP 22-029TWS pursuant to Section 287.055 of Florida Statutes, to find qualified professionals to fulfill the need for these services; and

WHEREAS, the Term of Contract is three (3) years from execution of the Contract, and CITY may, at its option, with mutual agreement from CONSULTANT, renew this Contract at the end of the Term for up to two (2) one-year extensions; and

WHEREAS, the CITY retains CONSULTANT to perform the services described herein on an "as needed" basis, as designated, authorized, and assigned by the CITY, and the CITY agrees to compensate CONSULTANT for such services in accordance with this Contract; and

WHEREAS, it is the primary intent of this Contract to ensure that CONSULTANT is available to provide professional services, in accordance with mutually agreed upon conditions, and the CITY has complied with all requirements of the Consultants Competitive Negotiation Act, in selection of CONSULTANT for this Contract; and

NOW, THEREFORE, the CITY and CONSULTANT, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals**. The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Contract.

2. **Request for Qualifications**. Request for Proposals (RFP) 22-029TWS and the CONSULTANT's response thereto are incorporated into this Contract by reference. In the event of any conflict between the relevant documents, any such conflict shall be resolved by first looking to this contract, second looking to the CONSULTANT's response and third looking to the RFP.

3. **Scope of Services**.

   3.1 The CONSULTANT's services consist of those services performed by the CONSULTANT, CONSULTANT's employees, and CONSULTANT's Sub-Consultants as enumerated and described in Exhibit A – Scope of Services in connection with this Continuing Service Contract. [TA1]

   3.2 The CONSULTANT's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the CITY, the CONSULTANT shall submit within 48 hours for the CITY's approval, a proposal for the performance of the CONSULTANT's services. The proposal shall contain a description of scope of proposed service, schedule upon which services will be provided, and all fees for services as described in Article 5. Time limits established by this proposal as approved by the CITY shall not, except for reasonable cause, be exceeded by the CONSULTANT or CITY.

   3.3 The CONSULTANT shall use the Project Team as designated from among the individuals listed on Exhibit B, Key Employees. The CONSULTANT shall not remove or replace any members of the Project Team, except upon written notice to and approval by the CITY based upon good cause shown. CITY's approval of such requests for team changes shall not be unreasonably withheld.

   3.4 All services rendered by the CONSULTANT shall be conducted under the responsible charge of persons properly licensed and certified in accordance with Florida Statutes and other applicable rules and regulations. Proof of Certification for each individual professional providing service shall be provided by the CONSULTANT to the CITY prior to services being rendered.

   3.5 It is understood and agreed that the CONSULTANT's services under this Contract do not include participation, whatsoever, in any litigation except litigation stemming

from the CONSULTANT's negligence or breach of this Contract. Should such services be required, a supplemental agreement may be negotiated between the CITY and the CONSULTANT describing the services desired and providing a basis for compensation to the CONSULTANT.

4. **Time of Completion**. CONSULTANT shall commence services upon receipt of a written notice signed by the OWNER's Representative. CONSULTANT shall include in its proposal a schedule for the Scope of Work defined by CITY. The schedule will be agreed upon on a project by project basis. CONSULTANT shall complete work in accordance with the schedule. CONSULTANT shall accelerate performance of services in the manner directed by CITY, in the event CITY in its reasonable discretion, determines that such acceleration is necessary to maintain the schedule.

5. **Fees**. The CITY agrees to pay to CONSULTANT for its services, as set forth in Exhibit A, a fee based upon an approved written proposal for each Work Order to be completed under the Contract.

5.1 The method of compensation will be established by the CITY based on the scope of each Work Order from the following options.

a. For Work Orders where the scope can be reasonably defined and has a specific schedule, compensation shall be a Lump Sum for each task calculated based on the estimated hours to be worked by the CONSULTANT for each of the tasks or subtasks multiplied by the standard hourly rates as agreed to in Exhibit C. Based on this calculation, a Lump Sum fee for each task will then be agreed to by the CITY and CONSULTANT prior to authorization of the Work Order. The total of the Lump Sum fees for all tasks in a Work Order shall be the total and complete amount payable to the CONSULTANT for performance of the Work Order and shall include the cost of all labor, overhead, profit, direct project expenses and expenses of any nature associated with completion of the Work Order tasks.

b. For indeterminate Work Orders, where the scope and/or schedule cannot be reasonably defined, compensation shall be on a "time & materials" basis with a preliminary, "not to exceed" budget agreed to by the CONSULTANT and CITY. Compensation shall be made for actual work performed in accordance with the schedule of rates included as Exhibit C.

5.2 Reimbursable expenses shall include only the actual and necessary costs and expenses reasonably and properly incurred by the CONSULTANT in connection with the services rendered under this Contract. Reimbursable expenses shall include the costs of any subconsultants utilized for the completion of authorized services. The costs and expenses shall be invoiced by the CONSULTANT at

their actual cost with no markup allowed. CONSULTANT shall provide any documentation required by the CITY related to said costs and expenses.

5.3 The CONSULTANT shall not exceed the approved Work Order cost without prior written approval from the CITY. Any increases in the actual work tasks or the level of effort for each work task shall be considered additional services for which the CONSULTANT will be entitled to additional compensation, using the methods defined in this Section of the Contract, and as mutually agreed to by the CITY and CONSULTANT.

5.4 The CONSULTANT shall submit invoices for services provided and fees earned on a monthly basis. Such invoicing shall be supported by a Progress Report showing the actual tasks performed and their relationship to the percentage of fee claimed. All progress reports and invoices shall be mailed to the attention of the CITY's Director of Public Works, 1411 9th St. W., Bradenton, Florida 34205.

5.5 Monthly invoices shall be paid by the CITY in accordance with Florida Statute 218.74. Resolution of improper payment requests or disputes between the CITY and the CONSULTANT will be resolved in accordance with Florida Statute 287.76.

6.0 **Ownership of Documents**. All drawings, computations, details, design calculations and other documents and plans (Work Product) that result from the CONSULTANT's services under this Contract are to become the property of the CITY upon full payment for services owed to CONSULTANT. Documents prepared by the CONSULTANT pursuant to this Contract are not intended nor represented to be suitable for reuse by the CITY or others on extensions of a Project or on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from the CONSULTANT shall be at the CITY's sole risk and without liability to the CONSULTANT. Further, any and all liability arising out of changes made to the CONSULTANT's deliverables to the CITY made under this Contract by the CITY or persons other than the CONSULTANT is waived as against the CONSULTANT and the CITY assumes full responsibility for such changes unless the CITY has given the CONSULTANT prior notice and has received from the CONSULTANT written consent for such changes.

7.0 **Insurance**. The CONSULTANT shall procure and maintain at the CONSULTANT's own expense, for the entire term of this Contract, the following insurance coverage. Within 10 days following the approval of this Contract, the CONSULTANT shall furnish the CITY a certificate or certificates of insurance in a form satisfactory to the CITY showing that CONSULTANT complies with the requirements of this paragraph. All certificates shall specify the policy shall not be cancelled without providing written notice to the CITY at least 30 days prior to any cancellation. The CITY shall be named as an additional insured on each policy as appropriate.

7.1 Worker's Compensation – Unless otherwise allowed by Florida law, and approved by the CITY, CONSULTANT shall provide Worker's Compensation for all employees, with minimum limits statutory for Worker's Compensation and $1,000,000 for Employer's Liability.

7.2 Commercial General Liability – the limits are to be applicable only to work performed under this Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO form CG 25 03) to a Commercial General Liability Policy with the following minimum limits:

- **Products/Completed Operations Aggregate** **$1,000,000**
- **Personal and Advertising Injury** **$500,000**
- **Each Occurrence** **$500,000**

7.3 Comprehensive Automobile Liability – The CONSULTANT shall provide coverage for Each Occurrence Bodily Injury and Property Damage Liability Combined of not less than $1,000,000. Annual Aggregate (if applicable) Three (3) Times the Each Occurrence Limit.

7.4 Professional Liability Insurance – Professional Liability Insurance (including coverage for the Schedule of Fees and Services to be performed under this Contract), for protection from negligent acts, errors, and omissions of CONSULTANT from or in connection with the performance of CONSULTANT's services. CONSULTANT must maintain a comprehensive liability policy, including errors and omissions coverage, issued to CONSULTANT as the insured. Said policy shall be issued and underwritten by a licensed insurer, authorized as such in the State of Florida. Said policy shall provide coverage for the acts or omissions of CONSULTANT in a minimum amount of $1,000,000.00 per claim. Said comprehensive professional liability policy shall be underwritten by an insurer who, in the most current edition of Best's Key Rating Guide, has (1) a rating classification of "A" or better, and (2) a financial size category rating of Class IV or higher.

7.5 Certificates of Insurance and Copies of Policies – Certificates of Insurance in triplicate evidencing the insurance coverage specified in the above paragraphs shall be filed with the CITY's Purchasing Manager before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and shall refer specifically to the proposal number, project title, and location of project. Insurance shall remain in force for a minimum of one (1) year after completion and acceptance of the project by the CITY, in the amounts and types as stated herein, including coverage for all products and services completed under this Contract.

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

9.0 **Termination, Suspension, Disputes, or Abandonment**. This Contract may be terminated by either party for failure of the other party to substantially perform their obligations under this Contract. The CITY shall have the sole right and option to suspend or terminate this Contract without cause, provided that 30 days' prior notice is given to the CONSULTANT.

9.1 In the event of termination, the CITY shall pay the CONSULTANT for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses, and the CITY shall have no further obligation to CONSULTANT for payment to CONSULTANT of the remainder of its fees, unless and until Continuing Services Projects are resumed by the CITY.

10.0 **Term**. The term of this Contract is for a period of three (3) years, commencing on the date of execution of this Contract. The CITY reserves the right, upon written request from the CONSULTANT, to extend this Contract up to two (2) times, with each extension for a period of one (1) year. Such extensions shall be subject to the same terms and conditions, as stated herein.

11.0 **Subconsultants**. Any proposed subconsultants the CONSULTANT wishes to utilize as part of its services for any Work Order shall be submitted to the CITY for approval prior to CONSULTANT entering into a subconsultant agreement. Such approval by the CITY shall not be unreasonably withheld. CITY shall not be liable to CONSULTANT in any manner whatsoever arising out of the CITY's objection to a proposed subconsultant.

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CONSULTANT shall correct or revise any subconsultant errors or deficiencies in the designs, drawings, specifications or other services produced pursuant to this Contract and shall provide CITY with such corrections or revisions at its sole expense.

11.2 Any subconsultant agreement shall reflect the terms of this Contract and require the subconsultant, to the extent of the services to be performed by the subconsultant, to assume toward CONSULTANT all the obligations which CONSULTANT by this Contract assumes toward the CITY, it being understood that nothing herein shall in any way relieve CONSULTANT from any of its duties under this Contract.

11.3 CONSULTANT shall cooperate at all times with CITY, and cooperate and coordinate with, and incorporate the work product of, any separate consultant, in any fashion appropriate or necessary to facilitate the design and construction of Continuing Services Projects within the project's budget and schedule. In the event CITY so elects and upon written mutual consent (which consent shall not be unreasonably withheld), as evidenced by a Work Order under this Contract, CONSULTANT shall accept any assignment of any agreement or contract CITY may have with any separate consultant.

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

12.1 CONSULTANT shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service;

12.2 CONSULTANT shall provide the public with access to public records on the same terms and conditions that the CITY would provide and at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law;

12.3 CONSULTANT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;

12.4 CONSULTANT shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of CONSULTANT upon termination of the Contract and destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. All records stored electronically must be provided to CITY in a format that is compatible with the CITY's information technology systems;

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

13.0 Limitation of Liability.

13.1 Neither the CITY nor the CONSULTANT shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

13.2 PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

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

City Clerk
Phone: (941) 932-9400
Email: Cityclerk@Cityofbradenton.com
Mailing Address: 101 Old Main Street – Bradenton, FL 34205

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Agreement upon the terms and conditions above stated, this _____day of _____, 20__.

CONSULTANT

Diversified Technology Consultants

505 S. Orange Avenue

Sarasota, Florida 34235

By:_____

Robert Hammersley
Vice President, DTC, Inc.

Witness for CONSULTANT:

By:_____

Katie Brosnan
Executive Administrative Assistant, DTC, Inc.

CITY

City of Bradenton

1411 9th Street West

Bradenton, Florida 34205

By:_____

Gene Brown

Mayor, City of Bradenton

Witness for CITY:

By:_____

Tamara Melton

City Clerk

Approved as to Form:

By:_____

Scott Rudacille

City Attorney

Attachments

Exhibit A – Scope of Services
Exhibit B – Key Personnel
Exhibit C- Standard Hourly Rate Schedule

Exhibit A – Scope of Services

4.4 FACILITIES MECHANICAL-ELECTRICAL-PLUMBING (MEP)/STRUCTURAL ENGINEERING SERVICES CONTRACT

The general scope of work to be provided to accomplish the CITY's objective includes a broad range of professional MEP and structural engineering services related to miscellaneous projects as may be designated by the CITY. The types of assignments that may be required during the duration of this Contract include but are not necessarily limited to the following:

a) HVAC system evaluations and renovation designs
b) Electrical system evaluations and renovation designs
c) Electrical engineering
d) Fire protection system evaluation and design
e) Life safety evaluations
f) Lighting evaluations and design
g) Mechanical engineering
h) Emergency generator evaluations
i) Security system evaluation and design
j) Lightning protection system evaluation and design
k) Arc Flash assessments and remediation design
l) Facilities plumbing system evaluation and renovation design
m) Solar energy facilities assessment and design
n) Structural design and analysis
o) Structural calculations
p) Building inspections
q) Building damage assessment
r) Building renovation and restoration
s) Structural engineer of record services
t) Threshold inspection
u) Wind and lateral stability analysis
v) Foundation design
w) Code compliance reviews
x) Evaluation of existing roofing systems and reroof design
y) value engineering

City of Bradenton Key Personnel listed in proposal:

Shay Atluru
B. Cory Attra, PE
Mark Puhnaty, PE
Bruce Stankovitch, PE, LEED AP
Warren Reid, PE
Robert Haffeman, PE

Exhibit C - Standard Hourly Rate Schedule

SCHEDULE A

2023 SCHEDULE OF FEES

DTC

CLASSIFICATION	YEAR 2023 HOURLY BILLING RATES
Principal	$ 278.00
Senior Project Manager	$ 247.00
Project Manager	$ 224.00
Senior Engineer	$ 206.00
Project Engineer	$ 176.00
Engineer/Planner/Designer	$ 146.00
L.E.P.	$ 221.00
Environmental Scientist	$ 135.00
Technician / CADD	$ 112.00
Construction Manager	$ 206.00
Construction Engineer	$ 176.00
Construction Representative / Sr. Field Engineer	$ 118.00
Admin.	$ 106.00
Messenger / Researcher	$ 58.00

Nonexempt personnel are required to be paid 1.5 times their hourly rate if required to work overtime.

Out of ordinary Direct Expenses will be billed in accordance with the attached sheet.

A 10% administrative charge will be added on all subcontracts and sub-consultants.

Invoices will be submitted once a month for services performed during the previous month.

Payment will be due within 30 calendar days of the invoice date. Interest charges of 1.0% per month will be applied to unpaid invoices over 30 days.

Rate table is subject to change at year-end

City of Bradenton, Florida

Professional Services Agreement

RFP 22-029TWS: Marine-Coastal Engineering Design Services

This CONTINUING SERVICES CONTRACT (the "Contract"), is made this ___ day of _____ 20__, between the CITY OF BRADENTON (hereafter referred to as "CITY" or "CLIENT") a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205, and DMK Associates, Inc. (herein after referred to as "CONSULTANT"), with a principal office located at 421 Commercial Ct., Suite C, Venice, FL 34292.

WHEREAS, the CITY desires to obtain Marine-Coastal Engineering Design services from CONSULTANT for assigned projects in Bradenton, Florida (herein after referred to as "Continuing Services Projects") and issued RFP 22-029TWS pursuant to Section 287.055 of Florida Statutes, to find qualified professionals to fulfill the need for these services; and

WHEREAS, the Term of Contract is three (3) years from execution of the Contract, and CITY may, at its option, with mutual agreement from CONSULTANT, renew this Contract at the end of the Term for up to two (2) one-year extensions; and

WHEREAS, the CITY retains CONSULTANT to perform the services described herein on an "as needed" basis, as designated, authorized, and assigned by the CITY, and the CITY agrees to compensate CONSULTANT for such services in accordance with this Contract; and

WHEREAS, it is the primary intent of this Contract to ensure that CONSULTANT is available to provide professional services, in accordance with mutually agreed upon conditions, and the CITY has complied with all requirements of the Consultants Competitive Negotiation Act, in selection of CONSULTANT for this Contract; and

NOW, THEREFORE, the CITY and CONSULTANT, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals**. The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Contract.

2. **Request for Qualifications**. Request for Proposals (RFP) 22-029TWS and the CONSULTANT's response thereto are incorporated into this Contract by reference. In the event of any conflict between the relevant documents, any such conflict shall be resolved by first looking to this contract, second looking to the CONSULTANT's response and third looking to the RFP.

3. **Scope of Services**.

   3.1 The CONSULTANT's services consist of those services performed by the CONSULTANT, CONSULTANT's employees, and CONSULTANT's Sub-Consultants as enumerated and described in Exhibit A – Scope of Services in connection with this Continuing Service Contract. [TA1]

   3.2 The CONSULTANT's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the CITY, the CONSULTANT shall submit within 48 hours for the CITY's approval, a proposal for the performance of the CONSULTANT's services. The proposal shall contain a description of scope of proposed service, schedule upon which services will be provided, and all fees for services as described in Article 5. Time limits established by this proposal as approved by the CITY shall not, except for reasonable cause, be exceeded by the CONSULTANT or CITY.

   3.3 The CONSULTANT shall use the Project Team as designated from among the individuals listed on Exhibit B, Key Employees. The CONSULTANT shall not remove or replace any members of the Project Team, except upon written notice to and approval by the CITY based upon good cause shown. CITY's approval of such requests for team changes shall not be unreasonably withheld.

   3.4 All services rendered by the CONSULTANT shall be conducted under the responsible charge of persons properly licensed and certified in accordance with Florida Statutes and other applicable rules and regulations. Proof of Certification for each individual professional providing service shall be provided by the CONSULTANT to the CITY prior to services being rendered.

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from the CONSULTANT's negligence or breach of this Contract. Should such services be required, a supplemental agreement may be negotiated between the CITY and the CONSULTANT describing the services desired and providing a basis for compensation to the CONSULTANT.

4. **Time of Completion**. CONSULTANT shall commence services upon receipt of a written notice signed by the OWNER's Representative. CONSULTANT shall include in its proposal a schedule for the Scope of Work defined by CITY. The schedule will be agreed upon on a project by project basis. CONSULTANT shall complete work in accordance with the schedule. CONSULTANT shall accelerate performance of services in the manner directed by CITY, in the event CITY in its reasonable discretion, determines that such acceleration is necessary to maintain the schedule.

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

12.1 CONSULTANT shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service;

12.2 CONSULTANT shall provide the public with access to public records on the same terms and conditions that the CITY would provide and at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law;

12.3 CONSULTANT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;

12.4 CONSULTANT shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of CONSULTANT upon termination of the Contract and destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. All records stored electronically must be provided to CITY in a format that is compatible with the CITY's information technology systems;

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

13.0 Limitation of Liability.

13.1 Neither the CITY nor the CONSULTANT shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

13.2 PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

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

City Clerk
Phone: (941) 932-9400
Email: Cityclerk@Cityofbradenton.com
Mailing Address: 101 Old Main Street – Bradenton, FL 34205

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Agreement upon the terms and conditions above stated, this _____day of _____, 20__.

CONSULTANT

DMK Associates, Inc.

421 Commercial Court, Suite C

Venice, Florida 34292

By:_____

Witness for CONSULTANT:

By:_____

CITY

City of Bradenton

1411 9th Street West

Bradenton, Florida 34205

By:_____

Gene Brown

Mayor, City of Bradenton

Witness for CITY:

By:_____

Tamara Melton

City Clerk

Approved as to Form:

By:_____

Scott Rudacille

City Attorney

Attachments

Exhibit A – Scope of Services
Exhibit B – Key Personnel
Exhibit C- Standard Hourly Rate Schedule

Exhibit A – Scope of Services

4.9 MARINE-COASTAL ENGINEERING SERIVCES CONTRACT

The general scope of work to be provided to accomplish the CITY's objective includes a broad range of professional marine-coastal engineering services related to miscellaneous projects as may be designated by the CITY. The types of assignments that may be required during the duration of this Contract include but are not necessarily limited to the following:

a) Coastal engineering analysis

b) Marine/Coastal structure permitting

c) Marine/coastal structures inspection and evaluation

d) Shoreline protection/mitigation planning and design

e) Commercial pier and dock planning and design

f) Marina planning and design

g) Boardwalk planning and design

h) Local, State, and Federal Dredge Design and Permitting

i) Beach Nourishment Permitting and Monitoring

j) Dredge Materials Disposal and Consulting Services

k) Coastal Construction Contract Administration

l) Shorefront Protection Design, including seawalls, bulkheads, and soft solutions

m) Value engineering

Exhibit B – Key Personnel

DMK ASSOCIATES, INC. KEY PERSONNEL,
CITY OF BRADENTON
MARINE-COASTAL ENGINEERING DESIGN SERVICES
JANUARY 2023

KREG E. MAHEU, P.E.,	V. PRES. ENGINEERING	PROJECT MANAGEMENT
JEFFREY RAYKOS, P.E.,		DESIGN MANAGEMENT
TOM BALLENGER, P.E.,		DESIGN ENGINEER
JOHN PARI, P.E.,		DESIGN ENGINEER
ROBERT STANLEY, P.E.		MECHANICAL DESIGN
KARL KOKOMOOR, P.E.		STRUCTURAL DESIGN
RAY STEELE		DESIGNER

Pursuant to Section 3. Scope of Services, Members of the above Project Team shall consist of one or more of the above Key Personnel.

Exhibit C – Standard Hourly Rate Schedule

DMK ASSOCIATES, INC. STANDARD HOURLY RATES,
CITY OF BRADENTON
MARINE-COASTAL ENGINEERING DESIGN SERVICES
JANUARY 2023

FEE SCHEDULE	Hourly Fee
Principal/Expert Testimony	$240.00
Sr. Project Manager	$210.00
Project Manager	$190.00
Project Engineer/Sr. Surveyor	$160.00
Design Engineer/Surveyor	$140.00
Engineer/Designer	$130.00
Sr. CAD Technician IV	$125.00
CAD Technician III	$100.00
CAD Technician II	$ 95.00
CAD Technician I	$ 90.00
Sr. Inspector	$150.00
Sr. Party Chief/ Inspector/Field Tech	$ 110.00
Sr. Instrument Man/Inspector 3/Field Tech 3	$ 80.00
Instrument Man/Inspector/Field Tech	$ 65.00
Rodman	$ 45.00
Administrative V	$ 75.00
Administrative IV	$ 70.00
Administrative III	$ 60.00

DIRECT EXPENSE ITEM	Hourly Fee
Expenses other than field & office supplies	Cost (agreement)
Motor Boat (in addition to Survey Crew)	$ 175.00 per day
ATV (in addition to Survey Crew)	$ 150.00 per day
Depth Finder (in addition to Boat and Survey Crew)	$ 30.00 per hour
"A" copies – 8 ½" x 11" "B" copies - 11" x 17" "C" copies – 18" x 24" "D" copies – 24" x 36"	$ .25 each $ 1.25 each $ 3.00 each $ 5.00 each
Mileage	$ 0.80 per mile

City of Bradenton, Florida

Professional Services Agreement

RFP 22-029TWS: Land Surveying Services

This CONTINUING SERVICES CONTRACT (the "Contract"), is made this ___ day of _____ 20__, between the CITY OF BRADENTON (hereafter referred to as "CITY" or "CLIENT") a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205, and ESP Associates FL, Inc.(herein after referred to as "CONSULTANT"), with a principal office located at 518 13th St. W., Bradenton, FL 34205.

WHEREAS, the CITY desires to obtain Land Surveying services from CONSULTANT for assigned projects in Bradenton, Florida (herein after referred to as "Continuing Services Projects") and issued RFP 22-029TWS pursuant to Section 287.055 of Florida Statutes, to find qualified professionals to fulfill the need for these services; and

WHEREAS, the Term of Contract is three (3) years from execution of the Contract, and CITY may, at its option, with mutual agreement from CONSULTANT, renew this Contract at the end of the Term for up to two (2) one-year extensions; and

WHEREAS, the CITY retains CONSULTANT to perform the services described herein on an "as needed" basis, as designated, authorized, and assigned by the CITY, and the CITY agrees to compensate CONSULTANT for such services in accordance with this Contract; and

WHEREAS, it is the primary intent of this Contract to ensure that CONSULTANT is available to provide professional services, in accordance with mutually agreed upon conditions, and the CITY has complied with all requirements of the Consultants Competitive Negotiation Act, in selection of CONSULTANT for this Contract; and

NOW, THEREFORE, the CITY and CONSULTANT, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals**. The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Contract.

2. **Request for Qualifications**. Request for Proposals (RFP) 22-029TWS and the CONSULTANT's response thereto are incorporated into this Contract by reference. In the event of any conflict between the relevant documents, any such conflict shall be resolved by first looking to this contract, second looking to the CONSULTANT's response and third looking to the RFP.

3. **Scope of Services**.

   3.1 The CONSULTANT's services consist of those services performed by the CONSULTANT, CONSULTANT's employees, and CONSULTANT's Sub-Consultants as enumerated and described in Exhibit A – Scope of Services in connection with this Continuing Service Contract. [TA1]

   3.2 The CONSULTANT's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the CITY, the CONSULTANT shall submit within 48 hours for the CITY's approval, a proposal for the performance of the CONSULTANT's services. The proposal shall contain a description of scope of proposed service, schedule upon which services will be provided, and all fees for services as described in Article 5. Time limits established by this proposal as approved by the CITY shall not, except for reasonable cause, be exceeded by the CONSULTANT or CITY.

   3.3 The CONSULTANT shall use the Project Team as designated from among the individuals listed on Exhibit B, Key Employees. The CONSULTANT shall not remove or replace any members of the Project Team, except upon written notice to and approval by the CITY based upon good cause shown. CITY's approval of such requests for team changes shall not be unreasonably withheld.

   3.4 All services rendered by the CONSULTANT shall be conducted under the responsible charge of persons properly licensed and certified in accordance with Florida Statutes and other applicable rules and regulations. Proof of Certification for each individual professional providing service shall be provided by the CONSULTANT to the CITY prior to services being rendered.

   3.5 It is understood and agreed that the CONSULTANT's services under this Contract do not include participation, whatsoever, in any litigation except litigation stemming

from the CONSULTANT's negligence or breach of this Contract. Should such services be required, a supplemental agreement may be negotiated between the CITY and the CONSULTANT describing the services desired and providing a basis for compensation to the CONSULTANT.

4. **Time of Completion**. CONSULTANT shall commence services upon receipt of a written notice signed by the OWNER's Representative. CONSULTANT shall include in its proposal a schedule for the Scope of Work defined by CITY. The schedule will be agreed upon on a project by project basis. CONSULTANT shall complete work in accordance with the schedule. CONSULTANT shall accelerate performance of services in the manner directed by CITY, in the event CITY in its reasonable discretion, determines that such acceleration is necessary to maintain the schedule.

5. **Fees**. The CITY agrees to pay to CONSULTANT for its services, as set forth in Exhibit A, a fee based upon an approved written proposal for each Work Order to be completed under the Contract.

5.1 The method of compensation will be established by the CITY based on the scope of each Work Order from the following options.

a. For Work Orders where the scope can be reasonably defined and has a specific schedule, compensation shall be a Lump Sum for each task calculated based on the estimated hours to be worked by the CONSULTANT for each of the tasks or subtasks multiplied by the standard hourly rates as agreed to in Exhibit C. Based on this calculation, a Lump Sum fee for each task will then be agreed to by the CITY and CONSULTANT prior to authorization of the Work Order. The total of the Lump Sum fees for all tasks in a Work Order shall be the total and complete amount payable to the CONSULTANT for performance of the Work Order and shall include the cost of all labor, overhead, profit, direct project expenses and expenses of any nature associated with completion of the Work Order tasks.

b. For indeterminate Work Orders, where the scope and/or schedule cannot be reasonably defined, compensation shall be on a "time & materials" basis with a preliminary, "not to exceed" budget agreed to by the CONSULTANT and CITY. Compensation shall be made for actual work performed in accordance with the schedule of rates included as Exhibit C.

5.2 Reimbursable expenses shall include only the actual and necessary costs and expenses reasonably and properly incurred by the CONSULTANT in connection with the services rendered under this Contract. Reimbursable expenses shall include the costs of any subconsultants utilized for the completion of authorized services. The costs and expenses shall be invoiced by the CONSULTANT at

their actual cost with no markup allowed. CONSULTANT shall provide any documentation required by the CITY related to said costs and expenses.

5.3 The CONSULTANT shall not exceed the approved Work Order cost without prior written approval from the CITY. Any increases in the actual work tasks or the level of effort for each work task shall be considered additional services for which the CONSULTANT will be entitled to additional compensation, using the methods defined in this Section of the Contract, and as mutually agreed to by the CITY and CONSULTANT.

5.4 The CONSULTANT shall submit invoices for services provided and fees earned on a monthly basis. Such invoicing shall be supported by a Progress Report showing the actual tasks performed and their relationship to the percentage of fee claimed. All progress reports and invoices shall be mailed to the attention of the CITY's Director of Public Works, 1411 9th St. W., Bradenton, Florida 34205.

5.5 Monthly invoices shall be paid by the CITY in accordance with Florida Statute 218.74. Resolution of improper payment requests or disputes between the CITY and the CONSULTANT will be resolved in accordance with Florida Statute 287.76.

6.0 **Ownership of Documents**. All drawings, computations, details, design calculations and other documents and plans (Work Product) that result from the CONSULTANT's services under this Contract are to become the property of the CITY upon full payment for services owed to CONSULTANT. Documents prepared by the CONSULTANT pursuant to this Contract are not intended nor represented to be suitable for reuse by the CITY or others on extensions of a Project or on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from the CONSULTANT shall be at the CITY's sole risk and without liability to the CONSULTANT. Further, any and all liability arising out of changes made to the CONSULTANT's deliverables to the CITY made under this Contract by the CITY or persons other than the CONSULTANT is waived as against the CONSULTANT and the CITY assumes full responsibility for such changes unless the CITY has given the CONSULTANT prior notice and has received from the CONSULTANT written consent for such changes.

7.0 **Insurance**. The CONSULTANT shall procure and maintain at the CONSULTANT's own expense, for the entire term of this Contract, the following insurance coverage. Within 10 days following the approval of this Contract, the CONSULTANT shall furnish the CITY a certificate or certificates of insurance in a form satisfactory to the CITY showing that CONSULTANT complies with the requirements of this paragraph. All certificates shall specify the policy shall not be cancelled without providing written notice to the CITY at least 30 days prior to any cancellation. The CITY shall be named as an additional insured on each policy as appropriate.

7.1 Worker's Compensation – Unless otherwise allowed by Florida law, and approved by the CITY, CONSULTANT shall provide Worker's Compensation for all employees, with minimum limits statutory for Worker's Compensation and $1,000,000 for Employer's Liability.

7.2 Commercial General Liability – the limits are to be applicable only to work performed under this Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO form CG 25 03) to a Commercial General Liability Policy with the following minimum limits:

- **Products/Completed Operations Aggregate $1,000,000**
- **Personal and Advertising Injury $500,000**
- **Each Occurrence $500,000**

7.3 Comprehensive Automobile Liability – The CONSULTANT shall provide coverage for Each Occurrence Bodily Injury and Property Damage Liability Combined of not less than $1,000,000. Annual Aggregate (if applicable) Three (3) Times the Each Occurrence Limit.

7.4 Professional Liability Insurance – Professional Liability Insurance (including coverage for the Schedule of Fees and Services to be performed under this Contract), for protection from negligent acts, errors, and omissions of CONSULTANT from or in connection with the performance of CONSULTANT's services. CONSULTANT must maintain a comprehensive liability policy, including errors and omissions coverage, issued to CONSULTANT as the insured. Said policy shall be issued and underwritten by a licensed insurer, authorized as such in the State of Florida. Said policy shall provide coverage for the acts or omissions of CONSULTANT in a minimum amount of $1,000,000.00 per claim. Said comprehensive professional liability policy shall be underwritten by an insurer who, in the most current edition of Best's Key Rating Guide, has (1) a rating classification of "A" or better, and (2) a financial size category rating of Class IV or higher.

7.5 Certificates of Insurance and Copies of Policies – Certificates of Insurance in triplicate evidencing the insurance coverage specified in the above paragraphs shall be filed with the CITY's Purchasing Manager before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and shall refer specifically to the proposal number, project title, and location of project. Insurance shall remain in force for a minimum of one (1) year after completion and acceptance of the project by the CITY, in the amounts and types as stated herein, including coverage for all products and services completed under this Contract.

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

9.0 **Termination, Suspension, Disputes, or Abandonment**. This Contract may be terminated by either party for failure of the other party to substantially perform their obligations under this Contract. The CITY shall have the sole right and option to suspend or terminate this Contract without cause, provided that 30 days' prior notice is given to the CONSULTANT.

9.1 In the event of termination, the CITY shall pay the CONSULTANT for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses, and the CITY shall have no further obligation to CONSULTANT for payment to CONSULTANT of the remainder of its fees, unless and until Continuing Services Projects are resumed by the CITY.

10.0 **Term**. The term of this Contract is for a period of three (3) years, commencing on the date of execution of this Contract. The CITY reserves the right, upon written request from the CONSULTANT, to extend this Contract up to two (2) times, with each extension for a period of one (1) year. Such extensions shall be subject to the same terms and conditions, as stated herein.

11.0 **Subconsultants**. Any proposed subconsultants the CONSULTANT wishes to utilize as part of its services for any Work Order shall be submitted to the CITY for approval prior to CONSULTANT entering into a subconsultant agreement. Such approval by the CITY shall not be unreasonably withheld. CITY shall not be liable to CONSULTANT in any manner whatsoever arising out of the CITY's objection to a proposed subconsultant.

11.1 CONSULTANT shall coordinate the services and work product of any subconsultants and remain fully responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT or its subconsultants, and CONSULTANT shall review and approve of any designs, drawings, specifications, shop drawings, submittals, or other services produced or furnished by any subconsultants prior to submittal to the CITY.

CONSULTANT shall correct or revise any subconsultant errors or deficiencies in the designs, drawings, specifications or other services produced pursuant to this Contract and shall provide CITY with such corrections or revisions at its sole expense.

11.2 Any subconsultant agreement shall reflect the terms of this Contract and require the subconsultant, to the extent of the services to be performed by the subconsultant, to assume toward CONSULTANT all the obligations which CONSULTANT by this Contract assumes toward the CITY, it being understood that nothing herein shall in any way relieve CONSULTANT from any of its duties under this Contract.

11.3 CONSULTANT shall cooperate at all times with CITY, and cooperate and coordinate with, and incorporate the work product of, any separate consultant, in any fashion appropriate or necessary to facilitate the design and construction of Continuing Services Projects within the project's budget and schedule. In the event CITY so elects and upon written mutual consent (which consent shall not be unreasonably withheld), as evidenced by a Work Order under this Contract, CONSULTANT shall accept any assignment of any agreement or contract CITY may have with any separate consultant.

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

12.1 CONSULTANT shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service;

12.2 CONSULTANT shall provide the public with access to public records on the same terms and conditions that the CITY would provide and at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law;

12.3 CONSULTANT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;

12.4 CONSULTANT shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of CONSULTANT upon termination of the Contract and destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. All records stored electronically must be provided to CITY in a format that is compatible with the CITY's information technology systems;

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

13.0 Limitation of Liability.

13.1 Neither the CITY nor the CONSULTANT shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

13.2 PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

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

City Clerk
Phone: (941) 932-9400
Email: Cityclerk@Cityofbradenton.com
Mailing Address: 101 Old Main Street – Bradenton, FL 34205

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Agreement upon the terms and conditions above stated, this _____day of _____, 20__.

CONSULTANT

ESP Associates FL, Inc.

518 13th Street West

Bradenton, Florida 34205

By:_____

Joseph W. Hendrick, President

Joseph W. Hendrick
Digitally signed by Joseph W. Hendrick
DN: cn=Joseph W. Hendrick, o, ou, email=jhendrick@espassociates.com, c=US
Date: 2023.02.27 10:38:24 -05'00'

CITY

City of Bradenton

1411 9th Street West

Bradenton, Florida 34205

By:_____

Gene Brown

Mayor, City of Bradenton

Witness for CONSULTANT:

By:_____

Thomas J. Patania, Jr.
Credit Manager
2023.02.27 11:45:51-05'00'

Witness for CITY:

By:_____

Tamara Melton

City Clerk

Approved as to Form:

By:_____

Scott Rudacille

City Attorney

Attachments

Exhibit A – Scope of Services
Exhibit B – Key Personnel
Exhibit C- Standard Hourly Rate Schedule

Exhibit A – Scope of Services

4.8 LAND SURVEYING SERVICES CONTRACT

The general scope of work to be provided to accomplish the CITY's objective includes a broad range of professional land surveying services related to miscellaneous projects as may be designated by the CITY. The types of assignments that may be required during the duration of this Contract include but are not necessarily limited to the following:

a) Topographic surveys

b) Boundary surveys

c) Horizontal and vertical control surveys

- Geodetic control/leveling
- Aerial photography/LIDAR control

d) Elevation certificates

e) Platting for subdivisions and condominium complexes

f) Right-of-way surveys

g) Mean high water surveys

h) Subsurface utility location surveys

i) Hydrographic/Bathymetric surveys

j) Construction stakeout

k) Jurisdictional surveys

l) Special purpose surveys

m) Ground penetrating radar surveys

n) Legal descriptions

o) Easement preparation

p) Earthwork surveys and volume calculations

City of Bradenton Continuing Services Contract

Proposed ESP Associates FL, Inc. Personnel

Staff Name	Title
Walter J. Smith, P.L.S	FL Division Manager/Project Manager
Martin R. Stoughton, P.L.S	Project Manager
Jesse J. Price, P.L.S	Hydrographic Surveyor/Project Manager
Tim Sutherland, P.L.S.	Project Manager
Martin Stoughton, P.S.M., P.L.S	Mobile Lidar Manager
Harold Rempel, C.P., CMS-Lidar	Lead Photogrammetrist
Scott Carney, P.E.	SUE Support
Jeffrey N. Lucas, P.L.S.	Project Surveyor
Rusty Rogers	Project Surveyor
Jeff Small	Field Crew Manager/SUE
Charlane Reyes	Clerical
Nancy Duran	Clerical
Joey Couts, L.S.I.T.	Land Surveyor in Training & Sr. CAD Tech
Ronald Wolske	Sr. CAD Tech
Shannon Nelms	Sr. CAD Tech
David Betz	CAD Tech
Paul Smith	CAD Tech/ Party Chief
James Smith	Party Chief
Mitchell Condon	Party Chief
Adam Schade	Party Chief
John Lenz	Party Chief
Jenni Franano	Field Survey Tech/Environmental Tech
Jake Colclough	Field Survey Tech
Spencer Holland	Field Survey Tech
Jonathan Geleta	Field Survey Tech
Saunders Pennington	Field Survey Tech

Exhibit C - Standard Hourly Rate Schedule

2000	Survey Crew	$ 150.00
2010	Survey Crew - 1 Man	$ 105.00
2011	Survey Crew - 1 Man - O/T	$ 155.00
2020	Survey Crew - 2 Man	$ 150.00
2021	Survey Crew - 2 Man - O/T	$ 215.00
2030	Survey Crew - 3 Man	$ 195.00
2040	Survey Crew - 4 Man	$ 235.00
2050	Hydrographic Survey Crew (Small Vessel)	$ 230.00
2052	Hydrographic Survey Crew (Large Vessel)	$ 260.00
2054	Hydrographic Survey Vessel Captain	$ 170.00
2070	Hydrographic Survey Tech I	$ 90.00
2072	Hydrographic Survey Tech II	$ 105.00
2074	Hydrographic Survey Tech III	$ 120.00
2076	Hydrographic Survey Tech IV	$ 135.00
2080	Hydrographic Project Manager I	$ 170.00
2082	Hydrographic Project Manager II	$ 190.00
2100	GPS Crew – GIS Mapping 1 Man	$ 105.00
2110	GPS Crew – GIS Mapping 2 Man	$ 140.00
2130	GPS Crew – RTK 1 Man	$ 120.00
2140	GPS Crew – RTK 2 Man	$ 145.00
2144	GPS Technician I	$ 80.00
2145	GPS Technician II	$ 95.00
2146	GPS Technician III	$ 110.00
2147	GPS Technician IV	$ 125.00
2150	Field Manager	$ 115.00
2170	Survey Technician I	$ 85.00
2180	Survey Technician II	$ 100.00
2190	Survey Technician III	$ 115.00
2195	Survey Technician IV	$ 130.00
2196	Senior Survey Technician	$ 145.00
2220	Survey Project Manager I	$ 100.00
2230	Survey Project Manager II	$ 110.00
2240	Survey Project Manager III	$ 130.00
2250	Survey Project Manager IV	$ 155.00
2270	Project Surveyor I	$ 125.00
2280	Project Surveyor II	$ 140.00
2290	Project Surveyor III	$ 155.00
2320	Senior Project Surveyor I	$ 160.00
2330	Senior Project Surveyor II	$ 180.00
2350	Managing Surveyor I	$ 165.00
2351	Managing Surveyor II	$ 180.00
2352	Managing Surveyor III	$ 190.00
2370	Senior Managing Surveyor I	$ 195.00
2380	Senior Managing Surveyor II	$ 225.00
2385	Senior Managing Surveyor III	$ 245.00
2400	Surveying Director I	$ 275.00

City of Bradenton, Florida

Professional Services Agreement

RFP 22-029TWS: Architectural Design Services

This CONTINUING SERVICES CONTRACT (the "Contract"), is made this ___ day of _____ 20__, between the CITY OF BRADENTON (hereafter referred to as "CITY" or "CLIENT") a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205, Fawley Bryant Architecture (herein after referred to as "CONSULTANT"), with a principal office located at 5391 Lakewood Ranch Blvd., Suite 300, Sarasota, FL 34205

WHEREAS, the CITY desires to obtain Architectural Design services from CONSULTANT for assigned projects in Bradenton, Florida (herein after referred to as "Continuing Services Projects") and issued RFP 22-029TWS pursuant to Section 287.055 of Florida Statutes, to find qualified professionals to fulfill the need for these services; and

WHEREAS, the Term of Contract is three (3) years from execution of the Contract, and CITY may, at its option, with mutual agreement from CONSULTANT, renew this Contract at the end of the Term for up to two (2) one-year extensions; and

WHEREAS, the CITY retains CONSULTANT to perform the services described herein on an "as needed" basis, as designated, authorized, and assigned by the CITY, and the CITY agrees to compensate CONSULTANT for such services in accordance with this Contract; and

WHEREAS, it is the primary intent of this Contract to ensure that CONSULTANT is available to provide professional services, in accordance with mutually agreed upon conditions, and the CITY has complied with all requirements of the Consultants Competitive Negotiation Act, in selection of CONSULTANT for this Contract; and

NOW, THEREFORE, the CITY and CONSULTANT, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals**. The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Contract.

2. **Request for Qualifications**. Request for Proposals (RFP) 22-029TWS and the CONSULTANT's response thereto are incorporated into this Contract by reference. In the event of any conflict between the relevant documents, any such conflict shall be resolved by first looking to this contract, second looking to the CONSULTANT's response and third looking to the RFP.

3. **Scope of Services**.

   3.1 The CONSULTANT's services consist of those services performed by the CONSULTANT, CONSULTANT's employees, and CONSULTANT's Sub-Consultants as enumerated and described in Exhibit A – Scope of Services in connection with this Continuing Service Contract. [TA1]

   3.2 The CONSULTANT's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the CITY, the CONSULTANT shall submit within 48 hours for the CITY's approval, a proposal for the performance of the CONSULTANT's services. The proposal shall contain a description of scope of proposed service, schedule upon which services will be provided, and all fees for services as described in Article 5. Time limits established by this proposal as approved by the CITY shall not, except for reasonable cause, be exceeded by the CONSULTANT or CITY.

   3.3 The CONSULTANT shall use the Project Team as designated from among the individuals listed on Exhibit B, Key Employees. The CONSULTANT shall not remove or replace any members of the Project Team, except upon written notice to and approval by the CITY based upon good cause shown. CITY's approval of such requests for team changes shall not be unreasonably withheld.

   3.4 All services rendered by the CONSULTANT shall be conducted under the responsible charge of persons properly licensed and certified in accordance with Florida Statutes and other applicable rules and regulations. Proof of Certification for each individual professional providing service shall be provided by the CONSULTANT to the CITY prior to services being rendered.

   3.5 It is understood and agreed that the CONSULTANT's services under this Contract do not include participation, whatsoever, in any litigation except litigation stemming

from the CONSULTANT's negligence or breach of this Contract. Should such services be required, a supplemental agreement may be negotiated between the CITY and the CONSULTANT describing the services desired and providing a basis for compensation to the CONSULTANT.

4. **Time of Completion**. CONSULTANT shall commence services upon receipt of a written notice signed by the OWNER's Representative. CONSULTANT shall include in its proposal a schedule for the Scope of Work defined by CITY. The schedule will be agreed upon on a project by project basis. CONSULTANT shall complete work in accordance with the schedule. CONSULTANT shall accelerate performance of services in the manner directed by CITY, in the event CITY in its reasonable discretion, determines that such acceleration is necessary to maintain the schedule.

5. **Fees**. The CITY agrees to pay to CONSULTANT for its services, as set forth in Exhibit A, a fee based upon an approved written proposal for each Work Order to be completed under the Contract.

5.1 The method of compensation will be established by the CITY based on the scope of each Work Order from the following options.

a. For Work Orders where the scope can be reasonably defined and has a specific schedule, compensation shall be a Lump Sum for each task calculated based on the estimated hours to be worked by the CONSULTANT for each of the tasks or subtasks multiplied by the standard hourly rates as agreed to in Exhibit C. Based on this calculation, a Lump Sum fee for each task will then be agreed to by the CITY and CONSULTANT prior to authorization of the Work Order. The total of the Lump Sum fees for all tasks in a Work Order shall be the total and complete amount payable to the CONSULTANT for performance of the Work Order and shall include the cost of all labor, overhead, profit, direct project expenses and expenses of any nature associated with completion of the Work Order tasks.

b. For indeterminate Work Orders, where the scope and/or schedule cannot be reasonably defined, compensation shall be on a "time & materials" basis with a preliminary, "not to exceed" budget agreed to by the CONSULTANT and CITY. Compensation shall be made for actual work performed in accordance with the schedule of rates included as Exhibit C.

5.2 Reimbursable expenses shall include only the actual and necessary costs and expenses reasonably and properly incurred by the CONSULTANT in connection with the services rendered under this Contract. Reimbursable expenses shall include the costs of any subconsultants utilized for the completion of authorized services. The costs and expenses shall be invoiced by the CONSULTANT at

their actual cost with no markup allowed. CONSULTANT shall provide any documentation required by the CITY related to said costs and expenses.

5.3 The CONSULTANT shall not exceed the approved Work Order cost without prior written approval from the CITY. Any increases in the actual work tasks or the level of effort for each work task shall be considered additional services for which the CONSULTANT will be entitled to additional compensation, using the methods defined in this Section of the Contract, and as mutually agreed to by the CITY and CONSULTANT.

5.4 The CONSULTANT shall submit invoices for services provided and fees earned on a monthly basis. Such invoicing shall be supported by a Progress Report showing the actual tasks performed and their relationship to the percentage of fee claimed. All progress reports and invoices shall be mailed to the attention of the CITY's Director of Public Works, 1411 9th St. W., Bradenton, Florida 34205.

5.5 Monthly invoices shall be paid by the CITY in accordance with Florida Statute 218.74. Resolution of improper payment requests or disputes between the CITY and the CONSULTANT will be resolved in accordance with Florida Statute 287.76.

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7.0 **Insurance**. The CONSULTANT shall procure and maintain at the CONSULTANT's own expense, for the entire term of this Contract, the following insurance coverage. Within 10 days following the approval of this Contract, the CONSULTANT shall furnish the CITY a certificate or certificates of insurance in a form satisfactory to the CITY showing that CONSULTANT complies with the requirements of this paragraph. All certificates shall specify the policy shall not be cancelled without providing written notice to the CITY at least 30 days prior to any cancellation. The CITY shall be named as an additional insured on each policy as appropriate.

7.1 Worker's Compensation – Unless otherwise allowed by Florida law, and approved by the CITY, CONSULTANT shall provide Worker's Compensation for all employees, with minimum limits statutory for Worker's Compensation and $1,000,000 for Employer's Liability.

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- **Products/Completed Operations Aggregate $1,000,000**
- **Personal and Advertising Injury $500,000**
- **Each Occurrence $500,000**

7.3 Comprehensive Automobile Liability – The CONSULTANT shall provide coverage for Each Occurrence Bodily Injury and Property Damage Liability Combined of not less than $1,000,000. Annual Aggregate (if applicable) Three (3) Times the Each Occurrence Limit.

7.4 Professional Liability Insurance – Professional Liability Insurance (including coverage for the Schedule of Fees and Services to be performed under this Contract), for protection from negligent acts, errors, and omissions of CONSULTANT from or in connection with the performance of CONSULTANT's services. CONSULTANT must maintain a comprehensive liability policy, including errors and omissions coverage, issued to CONSULTANT as the insured. Said policy shall be issued and underwritten by a licensed insurer, authorized as such in the State of Florida. Said policy shall provide coverage for the acts or omissions of CONSULTANT in a minimum amount of $1,000,000.00 per claim. Said comprehensive professional liability policy shall be underwritten by an insurer who, in the most current edition of Best's Key Rating Guide, has (1) a rating classification of "A" or better, and (2) a financial size category rating of Class IV or higher.

7.5 Certificates of Insurance and Copies of Policies – Certificates of Insurance in triplicate evidencing the insurance coverage specified in the above paragraphs shall be filed with the CITY's Purchasing Manager before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and shall refer specifically to the proposal number, project title, and location of project. Insurance shall remain in force for a minimum of one (1) year after completion and acceptance of the project by the CITY, in the amounts and types as stated herein, including coverage for all products and services completed under this Contract.

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9.0 **Termination, Suspension, Disputes, or Abandonment**. This Contract may be terminated by either party for failure of the other party to substantially perform their obligations under this Contract. The CITY shall have the sole right and option to suspend or terminate this Contract without cause, provided that 30 days' prior notice is given to the CONSULTANT.

9.1 In the event of termination, the CITY shall pay the CONSULTANT for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses, and the CITY shall have no further obligation to CONSULTANT for payment to CONSULTANT of the remainder of its fees, unless and until Continuing Services Projects are resumed by the CITY.

10.0 **Term**. The term of this Contract is for a period of three (3) years, commencing on the date of execution of this Contract. The CITY reserves the right, upon written request from the CONSULTANT, to extend this Contract up to two (2) times, with each extension for a period of one (1) year. Such extensions shall be subject to the same terms and conditions, as stated herein.

11.0 **Subconsultants**. Any proposed subconsultants the CONSULTANT wishes to utilize as part of its services for any Work Order shall be submitted to the CITY for approval prior to CONSULTANT entering into a subconsultant agreement. Such approval by the CITY shall not be unreasonably withheld. CITY shall not be liable to CONSULTANT in any manner whatsoever arising out of the CITY's objection to a proposed subconsultant.

11.1 CONSULTANT shall coordinate the services and work product of any subconsultants and remain fully responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT or its subconsultants, and CONSULTANT shall review and approve of any designs, drawings, specifications, shop drawings, submittals, or other services produced or furnished by any subconsultants prior to submittal to the CITY.

CONSULTANT shall correct or revise any subconsultant errors or deficiencies in the designs, drawings, specifications or other services produced pursuant to this Contract and shall provide CITY with such corrections or revisions at its sole expense.

11.2 Any subconsultant agreement shall reflect the terms of this Contract and require the subconsultant, to the extent of the services to be performed by the subconsultant, to assume toward CONSULTANT all the obligations which CONSULTANT by this Contract assumes toward the CITY, it being understood that nothing herein shall in any way relieve CONSULTANT from any of its duties under this Contract.

11.3 CONSULTANT shall cooperate at all times with CITY, and cooperate and coordinate with, and incorporate the work product of, any separate consultant, in any fashion appropriate or necessary to facilitate the design and construction of Continuing Services Projects within the project's budget and schedule. In the event CITY so elects and upon written mutual consent (which consent shall not be unreasonably withheld), as evidenced by a Work Order under this Contract, CONSULTANT shall accept any assignment of any agreement or contract CITY may have with any separate consultant.

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

12.1 CONSULTANT shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service;

12.2 CONSULTANT shall provide the public with access to public records on the same terms and conditions that the CITY would provide and at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law;

12.3 CONSULTANT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;

12.4 CONSULTANT shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of CONSULTANT upon termination of the Contract and destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. All records stored electronically must be provided to CITY in a format that is compatible with the CITY's information technology systems;

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

13.0 Limitation of Liability.

13.1 Neither the CITY nor the CONSULTANT shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

13.2 PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

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

City Clerk
Phone: (941) 932-9400
Email: Cityclerk@Cityofbradenton.com
Mailing Address: 101 Old Main Street – Bradenton, FL 34205

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Agreement upon the terms and conditions above stated, this 27th day of February, 2023.

CONSULTANT

Fawley Bryant Architecture

5391 Lakewood Ranch Blvd, Suite 300

Sarasota, FL 34240

By:_____

CITY

City of Bradenton

1411 9th Street West

Bradenton, Florida 34205

By:_____

Gene Brown

Mayor, City of Bradenton

Witness for CONSULTANT:

By:_____

Witness for CITY:

By:_____

Tamara Melton

City Clerk

Approved as to Form:

By:_____

Scott Rudacille

City Attorney

Attachments

Exhibit A – Scope of Services
Exhibit B – Key Personnel
Exhibit C- Standard Hourly Rate Schedule

Exhibit A – Scope of Services

4.1 ARCHITECTURAL SERVICES CONTRACT

The general scope of work to be provided to accomplish the CITY's objective includes a broad range of professional architectural services related to design, permitting and construction management of miscellaneous projects as may be designated by the CITY. The types of assignments that may be required during the duration of this Contract include but are not necessarily limited to the following:

a) Feasibility studies

b) Master planning

c) Graphic design

d) Interior design

e) Building Information Modeling (BIM)

f) Architectural engineering and design

g) Project permitting services

h) Development of construction cost opinions

i) Development of construction plans and specifications

j) Professional services during construction

- Construction administration services
- Construction observation services
- Completion of project close-out activities including Record Drawings in multiple electronic formats

k) Alternative project delivery methodologies (design-build, etc.)

l) Sustainable (LEED) design

m) Value engineering

Exhibit B - Key Personnel

PARTNERS

STEVE PADGETT AIA, LEED AP
Partner, Architect

STUART HENDERSON AIA
Partner, Architect

AMANDA PARRISH
Partner, Chief Operating Officer

PROJECT MANAGEMENT

KIRK BAUER
Director of Sports

JAMES A. W. HUGGLESTONE II AIA
Senior Project Architect

CHRISTY WOODS
Senior Project Manager

TOM DANCO
Senior Project Manager

SHANE JOHNSON
Senior Project Manager

MACKENZIE GRAUSE
Project Manager

NICK BOSMAN
Project Manager

BRANDON LINDER AIA
Project Manager

TECHNICAL STAFF

SANTIAGO BELLO
Senior Project Designer

ALLISON ANGLE
Senior Project Designer

MARC DURKEE AIA, ASID, IIDA, NCIDQ
Senior Project Designer

PAGE WOLFER
Senior BIM Technician

CHRIS BRADY
Senior BIM Technician

BRAD GITHENS
Architectural Staff Level 1

TUBA AHMED
Architectural Staff Level 1

ERIC MURA
Architectural Staff Level 2

AHMAD SHEHADEH
Architectural Associate

ADMINISTRATION

ROBERT GARRIQUES
Senior Accountant

KELLIE NASER
Human Resources Coordinator

LYNDSEY ESTES
Architectural Admin Assistant

COURTNEY TURCO
Proposal Manager

STACEY MARKS
Marketing/Admin Coord.

Exhibit C – Standard Hourly Rate Schedule

PROJECT ROLE	HOURLY RATE
Principal Architect	$ 250
Director of Sports	$ 185
Senior Project Manager	$ 185
Senior Project Designer	$ 160
Senior Interior Designer	$ 160
Project Manager	$ 150
Architect Level 3	$ 150
Architect Level 2	$ 140
Architect Level 1	$ 130
Project Designer	$ 140
Architectural Staff Level 3	$ 120
Architectural Staff Level 2	$ 110
Architectural Staff Level 1	$ 100
Design Technology Specialist 2	$ 120
Design Technology Specialist 1	$ 110
Graduate Architect	$ 90
Architectural Intern 2	$ 80
Architectural Intern 1	$ 60
Administration Staff	$ 60

City of Bradenton, Florida

Professional Services Agreement

RFP 22-029TWS: Facilities Engineering and Land Surveying Services

This CONTINUING SERVICES CONTRACT (the "Contract"), is made this 27th day of FEBRUARY 2023, between the CITY OF BRADENTON (hereafter referred to as "CITY" or "CLIENT") a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205, and George F. Young, herein after referred to as "CONSULTANT"), with a principal office located at 10540 Portal Crossing, Suite 105, Lakewood Ranch, FL 34211.

WHEREAS, the CITY desires to obtain Facilities Engineering and Land Surveying services from CONSULTANT for assigned projects in Bradenton, Florida (herein after referred to as "Continuing Services Projects") and issued RFP 22-029TWS pursuant to Section 287.055 of Florida Statutes, to find qualified professionals to fulfill the need for these services; and

WHEREAS, the Term of Contract is three (3) years from execution of the Contract, and CITY may, at its option, with mutual agreement from CONSULTANT, renew this Contract at the end of the Term for up to two (2) one-year extensions; and

WHEREAS, the CITY retains CONSULTANT to perform the services described herein on an "as needed" basis, as designated, authorized, and assigned by the CITY, and the CITY agrees to compensate CONSULTANT for such services in accordance with this Contract; and

WHEREAS, it is the primary intent of this Contract to ensure that CONSULTANT is available to provide professional services, in accordance with mutually agreed upon conditions, and the CITY has complied with all requirements of the Consultants Competitive Negotiation Act, in selection of CONSULTANT for this Contract; and

NOW, THEREFORE, the CITY and CONSULTANT, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals**. The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Contract.

2. **Request for Qualifications**. Request for Proposals (RFP) 22-029TWS and the CONSULTANT's response thereto are incorporated into this Contract by reference. In the event of any conflict between the relevant documents, any such conflict shall be resolved by first looking to this contract, second looking to the CONSULTANT's response and third looking to the RFP.

3. **Scope of Services**.

   3.1 The CONSULTANT's services consist of those services performed by the CONSULTANT, CONSULTANT's employees, and CONSULTANT's Sub-Consultants as enumerated and described in Exhibit A – Scope of Services in connection with this Continuing Service Contract. [TA1]

   3.2 The CONSULTANT's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the CITY, the CONSULTANT shall submit within 48 hours for the CITY's approval, a proposal for the performance of the CONSULTANT's services. The proposal shall contain a description of scope of proposed service, schedule upon which services will be provided, and all fees for services as described in Article 5. Time limits established by this proposal as approved by the CITY shall not, except for reasonable cause, be exceeded by the CONSULTANT or CITY.

   3.3 The CONSULTANT shall use the Project Team as designated from among the individuals listed on Exhibit B, Key Employees. The CONSULTANT shall not remove or replace any members of the Project Team, except upon written notice to and approval by the CITY based upon good cause shown. CITY's approval of such requests for team changes shall not be unreasonably withheld.

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   3.5 It is understood and agreed that the CONSULTANT's services under this Contract do not include participation, whatsoever, in any litigation except litigation stemming

from the CONSULTANT's negligence or breach of this Contract. Should such services be required, a supplemental agreement may be negotiated between the CITY and the CONSULTANT describing the services desired and providing a basis for compensation to the CONSULTANT.

4. **Time of Completion**. CONSULTANT shall commence services upon receipt of a written notice signed by the OWNER's Representative. CONSULTANT shall include in its proposal a schedule for the Scope of Work defined by CITY. The schedule will be agreed upon on a project by project basis. CONSULTANT shall complete work in accordance with the schedule. CONSULTANT shall accelerate performance of services in the manner directed by CITY, in the event CITY in its reasonable discretion, determines that such acceleration is necessary to maintain the schedule.

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11.1 CONSULTANT shall coordinate the services and work product of any subconsultants and remain fully responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT or its subconsultants, and CONSULTANT shall review and approve of any designs, drawings, specifications, shop drawings, submittals, or other services produced or furnished by any subconsultants prior to submittal to the CITY.

CONSULTANT shall correct or revise any subconsultant errors or deficiencies in the designs, drawings, specifications or other services produced pursuant to this Contract and shall provide CITY with such corrections or revisions at its sole expense.

11.2 Any subconsultant agreement shall reflect the terms of this Contract and require the subconsultant, to the extent of the services to be performed by the subconsultant, to assume toward CONSULTANT all the obligations which CONSULTANT by this Contract assumes toward the CITY, it being understood that nothing herein shall in any way relieve CONSULTANT from any of its duties under this Contract.

11.3 CONSULTANT shall cooperate at all times with CITY, and cooperate and coordinate with, and incorporate the work product of, any separate consultant, in any fashion appropriate or necessary to facilitate the design and construction of Continuing Services Projects within the project's budget and schedule. In the event CITY so elects and upon written mutual consent (which consent shall not be unreasonably withheld), as evidenced by a Work Order under this Contract, CONSULTANT shall accept any assignment of any agreement or contract CITY may have with any separate consultant.

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

12.1 CONSULTANT shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service;

12.2 CONSULTANT shall provide the public with access to public records on the same terms and conditions that the CITY would provide and at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law;

12.3 CONSULTANT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;

12.4 CONSULTANT shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of CONSULTANT upon termination of the Contract and destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. All records stored electronically must be provided to CITY in a format that is compatible with the CITY's information technology systems;

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

13.0 Limitation of Liability.

13.1 Neither the CITY nor the CONSULTANT shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

13.2 PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

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

City Clerk
Phone: (941) 932-9400
Email: Cityclerk@Cityofbradenton.com
Mailing Address: 101 Old Main Street – Bradenton, FL 34205

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Agreement upon the terms and conditions above stated, this _____day of _____, 20__.

CONSULTANT

George F. Young

10540 Portal Crossing, Suite 105

Lakewood Ranch, FL 34211

By: F. Peter Lutz Jr.

F. Peter Lutz, Jr. PSM
V.P. SURVEY - LWR

Witness for CONSULTANT:

By: _____

JEFFERY BROWN PM

CITY

City of Bradenton

1411 9th Street West

Bradenton, Florida 34205

By: _____

Gene Brown

Mayor, City of Bradenton

Witness for CITY:

By: _____

Tamara Melton

City Clerk

Approved as to Form:

By: _____

Scott Rudacille

City Attorney

Attachments

Exhibit A – Scope of Services
Exhibit B – Key Personnel
Exhibit C- Standard Hourly Rate Schedule

Exhibit A – Scope of Services

4.4 FACILITIES MECHANICAL-ELECTRICAL-PLUMBING (MEP)/STRUCTURAL ENGINEERING SERVICES CONTRACT

The general scope of work to be provided to accomplish the CITY's objective includes a broad range of professional MEP and structural engineering services related to miscellaneous projects as may be designated by the CITY. The types of assignments that may be required during the duration of this Contract include but are not necessarily limited to the following:

a) HVAC system evaluations and renovation designs
b) Electrical system evaluations and renovation designs
c) Electrical engineering
d) Fire protection system evaluation and design
e) Life safety evaluations
f) Lighting evaluations and design
g) Mechanical engineering
h) Emergency generator evaluations
i) Security system evaluation and design
j) Lightning protection system evaluation and design
k) Arc Flash assessments and remediation design
l) Facilities plumbing system evaluation and renovation design
m) Solar energy facilities assessment and design
n) Structural design and analysis
o) Structural calculations
p) Building inspections
q) Building damage assessment
r) Building renovation and restoration
s) Structural engineer of record services
t) Threshold inspection
u) Wind and lateral stability analysis
v) Foundation design
w) Code compliance reviews
x) Evaluation of existing roofing systems and reroof design
y) value engineering

Exhibit A – Scope of Services

4.8 LAND SURVEYING SERVICES CONTRACT

The general scope of work to be provided to accomplish the CITY's objective includes a broad range of professional land surveying services related to miscellaneous projects as may be designated by the CITY. The types of assignments that may be required during the duration of this Contract include but are not necessarily limited to the following:

a) Topographic surveys

b) Boundary surveys

c) Horizontal and vertical control surveys

- Geodetic control/leveling
- Aerial photography/LIDAR control

d) Elevation certificates

e) Platting for subdivisions and condominium complexes

f) Right-of-way surveys

g) Mean high water surveys

h) Subsurface utility location surveys

i) Hydrographic/Bathymetric surveys

j) Construction stakeout

k) Jurisdictional surveys

l) Special purpose surveys

m) Ground penetrating radar surveys

n) Legal descriptions

o) Easement preparation

p) Earthwork surveys and volume calculations

Exhibit B - Key Personnel

The GFY team of experts in surveying and mapping services will be led by our contract manager F. Peter Lutz, Jr. PSM, Vice President of Surveying and Mapping.

F. Peter Lutz, Jr., PSM will be the contract manager

Gregory S. Nipper, PSM will be the Principal in Charge for this contract.

Shane A. Christy, PSM, Project Surveyor

Exhibit C - Standard Hourly Rate Schedule

(Rates listed below are PER HOUR, unless otherwise noted)

Surveying & Mapping	Rate	Civil Engineering	Rate	Structural Engineering	Rate
Principal Surveyor	$225.00	Principal Engineer	$235.00	Principal Structural	$235.00
Surveyor III	$200.00	Engineer III	$210.00	Structural III	$195.00
Surveyor II	$170.00	Engineer II	$160.00	Structural II	$160.00
Surveyor I	$140.00	Engineer I	$125.00	Structural I	$125.00
Landscape Architecture	**Rate**	**GIS**	**Rate**	**Project Staff**	**Rate**
Principal LA	$200.00	Geospatial Project Mgr	$175.00	Principal	$250.00
LA III	$175.00	Geospatial Analyst III	$150.00	Project Coordinator III	$130.00
LA II	$150.00	Geospatial Analyst II	$125.00	Project Coordinator II	$100.00
LA I	$125.00	Geospatial Analyst I	$105.00	Project Coordinator I	$85.00
Traffic Engineering	**Rate**	**Technical Staff Designers**	**Rate**	**Survey Crews ****	**Rate**
Principal Traffic Eng.	$250.00	Designer III	$150.00	4 Person Crew	$315.00
Traffic Engineer III	$220.00	Designer II	$130.00	3 Person Crew	$250.00
Traffic Engineer II	$175.00	Designer I	$110.00	2 Person Crew	$185.00
Traffic Engineer I	$130.00			1 Person Crew	$110.00
Technicians	**Rate**	**CEI Inspectors**	**Rate**	**Ecology**	**Rate**
Technician III	$110.00	Inspector III	$160.00	Principal Ecologist	$200.00
Technician II	$95.00	Inspector II	$140.00	Senior Ecologist	$155.00
Technician I	$80.00	Inspector I	$120.00	Ecologist	$120.00

****Rates include transportation within a fifty (50) mile radius of office and basic equipment.**
****Rates do NOT include specialty equipment including boats. See equipment rates below.**

Subsurface Utility Designation and Location	Rate			Rate
Location Vac. Truck and Crew	$2,835.00	Per Day	Principal Utility Manager	$225.00
Designation Truck and Crew including GPR	$2,734.00	Per Day	Sr. Utility Project Manager	$160.00
Ground Penetrating Radar (GPR) with Operator	$1,796.00	Per Day	Utility Project Manager	$130.00
Mobilization/Demobilization	$400.00	Per Day	Chief Utility Coordinator	$175.00
Maintenance of Traffic (MOT)***	$500.00	Per Day	Sr. Utility Coordinator	$160.00
			Utility Coordinator	$135.00

*****Actual MOT Fee to be negotiated for each project based upon field conditions**

Specialty Survey Equipment	Rate			Rate	
24 Foot Survey Boat	$500.00	Per Day	ATV (4-wheel drive)	$150.00	Per Day
14 Foot or 17 Foot Survey Boat	$125.00	Per Day	Odom Echotrac CV100	$50.00	Per Day
Air Boat	$250.00	Per Day	Trimble DGPS with Hypack	$125.00	Per Day
			Static Laser Scanner	$320.00	Per Day

Specialty Services	Rate			Rate	
Drone Remote Pilot	$190.00	Per Hour	Drone Visual Observer	$75.00	Per Hour

Legal Assistance	Rate
Engineering Preparation and/or Testimony	$350.00
Survey Preparation and/or Testimony	$315.00

Per Diem (in Florida) | Standard per diem rates published by gsa.gov plus lodging at cost

Reimbursable Expenses | Sub consultant fees at cost plus 10%. Reimbursable expenses for prints, plots, reproductions at a rate of 3% of the total fee. Reimbursable mileage at the standard mileage rate for business travel published annually by the IRS. Client is responsible for direct payment of all application, permit, impact, recording, and bidding fees unless prior arrangements are made.

****** Standard rates are subject to annual increases. ******

Effective Date: January 2023

City of Bradenton, Florida



Professional Services Agreement

RFP 22-029TWS: Environmental Testing Services

This CONTINUING SERVICES CONTRACT (the "Contract"), is made this ___ day of _____ 20__, between the CITY OF BRADENTON (hereafter referred to as "CITY" or "CLIENT") a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205, and GLE Associates, Inc. (herein after referred to as "CONSULTANT"), with a principal office located at 5405 Cypress Center Drive, Suite 110, Tampa, FL 33609.

WHEREAS, the CITY desires to obtain Environmental Testing services from CONSULTANT for assigned projects in Bradenton, Florida (herein after referred to as "Continuing Services Projects") and issued RFP 22-029TWS pursuant to Section 287.055 of Florida Statutes, to find qualified professionals to fulfill the need for these services; and

WHEREAS, the Term of Contract is three (3) years from execution of the Contract, and CITY may, at its option, with mutual agreement from CONSULTANT, renew this Contract at the end of the Term for up to two (2) one-year extensions; and

WHEREAS, the CITY retains CONSULTANT to perform the services described herein on an "as needed" basis, as designated, authorized, and assigned by the CITY, and the CITY agrees to compensate CONSULTANT for such services in accordance with this Contract; and

WHEREAS, it is the primary intent of this Contract to ensure that CONSULTANT is available to provide professional services, in accordance with mutually agreed upon conditions, and the CITY has complied with all requirements of the Consultants Competitive Negotiation Act, in selection of CONSULTANT for this Contract; and

NOW, THEREFORE, the CITY and CONSULTANT, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals**. The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Contract.

2. **Request for Qualifications.** Request for Proposals (RFP) 22-029TWS and the CONSULTANT's response thereto are incorporated into this Contract by reference. In the event of any conflict between the relevant documents, any such conflict shall be resolved by first looking to this contract, second looking to the CONSULTANT's response and third looking to the RFP.

3. **Scope of Services**.

   3.1 The CONSULTANT's services consist of those services performed by the CONSULTANT, CONSULTANT's employees, and CONSULTANT's Sub-Consultants as enumerated and described in Exhibit A – Scope of Services in connection with this Continuing Service Contract. [TA1]

   3.2 The CONSULTANT's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the CITY, the CONSULTANT shall submit within 48 hours for the CITY's approval, a proposal for the performance of the CONSULTANT's services. The proposal shall contain a description of scope of proposed service, schedule upon which services will be provided, and all fees for services as described in Article 5. Time limits established by this proposal as approved by the CITY shall not, except for reasonable cause, be exceeded by the CONSULTANT or CITY.

   3.3 The CONSULTANT shall use the Project Team as designated from among the individuals listed on Exhibit B, Key Employees. The CONSULTANT shall not remove or replace any members of the Project Team, except upon written notice to and approval by the CITY based upon good cause shown. CITY's approval of such requests for team changes shall not be unreasonably withheld.

   3.4 All services rendered by the CONSULTANT shall be conducted under the responsible charge of persons properly licensed and certified in accordance with Florida Statutes and other applicable rules and regulations. Proof of Certification for each individual professional providing service shall be provided by the CONSULTANT to the CITY prior to services being rendered.

   3.5 It is understood and agreed that the CONSULTANT's services under this Contract do not include participation, whatsoever, in any litigation except litigation stemming

from the CONSULTANT's negligence or breach of this Contract. Should such services be required, a supplemental agreement may be negotiated between the CITY and the CONSULTANT describing the services desired and providing a basis for compensation to the CONSULTANT.

4. **Time of Completion**. CONSULTANT shall commence services upon receipt of a written notice signed by the OWNER's Representative. CONSULTANT shall include in its proposal a schedule for the Scope of Work defined by CITY. The schedule will be agreed upon on a project by project basis. CONSULTANT shall complete work in accordance with the schedule. CONSULTANT shall accelerate performance of services in the manner directed by CITY, in the event CITY in its reasonable discretion, determines that such acceleration is necessary to maintain the schedule.

5. **Fees**. The CITY agrees to pay to CONSULTANT for its services, as set forth in Exhibit A, a fee based upon an approved written proposal for each Work Order to be completed under the Contract.

   5.1 The method of compensation will be established by the CITY based on the scope of each Work Order from the following options.

   a. For Work Orders where the scope can be reasonably defined and has a specific schedule, compensation shall be a Lump Sum for each task calculated based on the estimated hours to be worked by the CONSULTANT for each of the tasks or subtasks multiplied by the standard hourly rates as agreed to in Exhibit C. Based on this calculation, a Lump Sum fee for each task will then be agreed to by the CITY and CONSULTANT prior to authorization of the Work Order. The total of the Lump Sum fees for all tasks in a Work Order shall be the total and complete amount payable to the CONSULTANT for performance of the Work Order and shall include the cost of all labor, overhead, profit, direct project expenses and expenses of any nature associated with completion of the Work Order tasks.

   b. For indeterminate Work Orders, where the scope and/or schedule cannot be reasonably defined, compensation shall be on a "time & materials" basis with a preliminary, "not to exceed" budget agreed to by the CONSULTANT and CITY. Compensation shall be made for actual work performed in accordance with the schedule of rates included as Exhibit C.

   5.2 Reimbursable expenses shall include only the actual and necessary costs and expenses reasonably and properly incurred by the CONSULTANT in connection with the services rendered under this Contract. Reimbursable expenses shall include the costs of any subconsultants utilized for the completion of authorized services. The costs and expenses shall be invoiced by the CONSULTANT at

their actual cost with no markup allowed. CONSULTANT shall provide any documentation required by the CITY related to said costs and expenses.

5.3 The CONSULTANT shall not exceed the approved Work Order cost without prior written approval from the CITY. Any increases in the actual work tasks or the level of effort for each work task shall be considered additional services for which the CONSULTANT will be entitled to additional compensation, using the methods defined in this Section of the Contract, and as mutually agreed to by the CITY and CONSULTANT.

5.4 The CONSULTANT shall submit invoices for services provided and fees earned on a monthly basis. Such invoicing shall be supported by a Progress Report showing the actual tasks performed and their relationship to the percentage of fee claimed. All progress reports and invoices shall be mailed to the attention of the CITY's Director of Public Works, 1411 9th St. W., Bradenton, Florida 34205.

5.5 Monthly invoices shall be paid by the CITY in accordance with Florida Statute 218.74. Resolution of improper payment requests or disputes between the CITY and the CONSULTANT will be resolved in accordance with Florida Statute 287.76.

6.0 **Ownership of Documents**. All drawings, computations, details, design calculations and other documents and plans (Work Product) that result from the CONSULTANT's services under this Contract are to become the property of the CITY upon full payment for services owed to CONSULTANT. Documents prepared by the CONSULTANT pursuant to this Contract are not intended nor represented to be suitable for reuse by the CITY or others on extensions of a Project or on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from the CONSULTANT shall be at the CITY's sole risk and without liability to the CONSULTANT. Further, any and all liability arising out of changes made to the CONSULTANT's deliverables to the CITY made under this Contract by the CITY or persons other than the CONSULTANT is waived as against the CONSULTANT and the CITY assumes full responsibility for such changes unless the CITY has given the CONSULTANT prior notice and has received from the CONSULTANT written consent for such changes.

7.0 **Insurance**. The CONSULTANT shall procure and maintain at the CONSULTANT's own expense, for the entire term of this Contract, the following insurance coverage. Within 10 days following the approval of this Contract, the CONSULTANT shall furnish the CITY a certificate or certificates of insurance in a form satisfactory to the CITY showing that CONSULTANT complies with the requirements of this paragraph. All certificates shall specify the policy shall not be cancelled without providing written notice to the CITY at least 30 days prior to any cancellation. The CITY shall be named as an additional insured on each policy as appropriate.

7.1 Worker's Compensation – Unless otherwise allowed by Florida law, and approved by the CITY, CONSULTANT shall provide Worker's Compensation for all employees, with minimum limits statutory for Worker's Compensation and $1,000,000 for Employer's Liability.

7.2 Commercial General Liability – the limits are to be applicable only to work performed under this Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO form CG 25 03) to a Commercial General Liability Policy with the following minimum limits:

- **Products/Completed Operations Aggregate** **$1,000,000**
- **Personal and Advertising Injury** **$500,000**
- **Each Occurrence** **$500,000**

7.3 Comprehensive Automobile Liability – The CONSULTANT shall provide coverage for Each Occurrence Bodily Injury and Property Damage Liability Combined of not less than $1,000,000. Annual Aggregate (if applicable) Three (3) Times the Each Occurrence Limit.

7.4 Professional Liability Insurance – Professional Liability Insurance (including coverage for the Schedule of Fees and Services to be performed under this Contract), for protection from negligent acts, errors, and omissions of CONSULTANT from or in connection with the performance of CONSULTANT's services. CONSULTANT must maintain a comprehensive liability policy, including errors and omissions coverage, issued to CONSULTANT as the insured. Said policy shall be issued and underwritten by a licensed insurer, authorized as such in the State of Florida. Said policy shall provide coverage for the acts or omissions of CONSULTANT in a minimum amount of $1,000,000.00 per claim. Said comprehensive professional liability policy shall be underwritten by an insurer who, in the most current edition of Best's Key Rating Guide, has (1) a rating classification of "A" or better, and (2) a financial size category rating of Class IV or higher.

7.5 Certificates of Insurance and Copies of Policies – Certificates of Insurance in triplicate evidencing the insurance coverage specified in the above paragraphs shall be filed with the CITY's Purchasing Manager before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and shall refer specifically to the proposal number, project title, and location of project. Insurance shall remain in force for a minimum of one (1) year after completion and acceptance of the project by the CITY, in the amounts and types as stated herein, including coverage for all products and services completed under this Contract.

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

9.0 **Termination, Suspension, Disputes, or Abandonment**. This Contract may be terminated by either party for failure of the other party to substantially perform their obligations under this Contract. The CITY shall have the sole right and option to suspend or terminate this Contract without cause, provided that 30 days' prior notice is given to the CONSULTANT.

9.1 In the event of termination, the CITY shall pay the CONSULTANT for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses, and the CITY shall have no further obligation to CONSULTANT for payment to CONSULTANT of the remainder of its fees, unless and until Continuing Services Projects are resumed by the CITY.

10.0 **Term**. The term of this Contract is for a period of three (3) years, commencing on the date of execution of this Contract. The CITY reserves the right, upon written request from the CONSULTANT, to extend this Contract up to two (2) times, with each extension for a period of one (1) year. Such extensions shall be subject to the same terms and conditions, as stated herein.

11.0 **Subconsultants**. Any proposed subconsultants the CONSULTANT wishes to utilize as part of its services for any Work Order shall be submitted to the CITY for approval prior to CONSULTANT entering into a subconsultant agreement. Such approval by the CITY shall not be unreasonably withheld. CITY shall not be liable to CONSULTANT in any manner whatsoever arising out of the CITY's objection to a proposed subconsultant.

11.1 CONSULTANT shall coordinate the services and work product of any subconsultants and remain fully responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT or its subconsultants, and CONSULTANT shall review and approve of any designs, drawings, specifications, shop drawings, submittals, or other services produced or furnished by any subconsultants prior to submittal to the CITY.

CONSULTANT shall correct or revise any subconsultant errors or deficiencies in the designs, drawings, specifications or other services produced pursuant to this Contract and shall provide CITY with such corrections or revisions at its sole expense.

11.2 Any subconsultant agreement shall reflect the terms of this Contract and require the subconsultant, to the extent of the services to be performed by the subconsultant, to assume toward CONSULTANT all the obligations which CONSULTANT by this Contract assumes toward the CITY, it being understood that nothing herein shall in any way relieve CONSULTANT from any of its duties under this Contract.

11.3 CONSULTANT shall cooperate at all times with CITY, and cooperate and coordinate with, and incorporate the work product of, any separate consultant, in any fashion appropriate or necessary to facilitate the design and construction of Continuing Services Projects within the project's budget and schedule. In the event CITY so elects and upon written mutual consent (which consent shall not be unreasonably withheld), as evidenced by a Work Order under this Contract, CONSULTANT shall accept any assignment of any agreement or contract CITY may have with any separate consultant.

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

12.1 CONSULTANT shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service;

12.2 CONSULTANT shall provide the public with access to public records on the same terms and conditions that the CITY would provide and at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law;

12.3 CONSULTANT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;

12.4 CONSULTANT shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of CONSULTANT upon termination of the Contract and destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. All records stored electronically must be provided to CITY in a format that is compatible with the CITY's information technology systems;

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

13.0 Limitation of Liability.

13.1 Neither the CITY nor the CONSULTANT shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

13.2 PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

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

City Clerk
Phone: (941) 932-9400
Email: Cityclerk@Cityofbradenton.com
Mailing Address: 101 Old Main Street – Bradenton, FL 34205

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Agreement upon the terms and conditions above stated, this _____day of _____, 20__.

CONSULTANT

GLE Associates, Inc.

5405 Cypress Center Drive, Suite 110

Tampa, Florida 33609

By: _____ 2/27/23

Edmund A. Smyth, V
Vice President

Witness for CONSULTANT:

By: _____

CITY

City of Bradenton

1411 9th Street West

Bradenton, Florida 34205

By: _____

Gene Brown

Mayor, City of Bradenton

Witness for CITY:

By: _____

Tamara Melton

City Clerk

Approved as to Form:

By: _____

Scott Rudacille

City Attorney

Attachments

Exhibit A – Scope of Services
Exhibit B – Key Personnel
Exhibit C- Standard Hourly Rate Schedule

Exhibit A – Scope of Services

4.3 ENVIRONMENTAL TESTING SERVICES CONTRACT

The general scope of work to be provided to accomplish the CITY's objective includes a broad range of professional environmental testing services related to miscellaneous projects as may be designated by the CITY. The types of assignments that may be required during the duration of this Contract include but are not necessarily limited to the following:

a) Phase I Environmental Site Assessments

b) Phase II/III Environmental Investigations

c) Site Characterization/Soil and Groundwater Studies and Remediation

d) Visible Emissions Testing

e) Remedial Action Planning

f) Risk Assessments

g) Brownfield Investigations and Redevelopment

h) Underground and Above Ground Storage Tank Management

i) Asbestos Testing, Abatement Design, and Abatement Management

j) Hazardous Waste Determinations

k) Radon Testing

l) Indoor Air Quality

m) Mold Assessments

n) Lead-Based Paint Testing and Consulting

o) Materials corrosion

p) Dry and wet materials testing

q) Hazardous materials handling, treatment and/or disposal

Exhibit B - Key Personnel

Edmund Smith – Contract Manager

Robert Greene – Principal in Charge

John Hansen, PG – Outdoor Environmental QA/QC

Michael Collins, CIH, CSP, CIEC – Indoor Environmental QA/ QC Cathy Meilak, CIH – Senior Technical Support

Eric Penvose – Client Project Manager

Exhibit C - Standard Hourly Rates Schedule

Billing Rate Schedule***

Labor	Rate
Principal CIH, Florida LAC, PE, PG	$170.00
Sr Geologist/Industrial Hygienist III	$120.00
Project Geologist/Industrial Hygienist II	$100.00
Staff Geologist/ Industrial Hygenist I	$90.00
CADD Technician II	$70.00
Administrative I	$60.00
Laboratory Analysis	
Bio-aerosol for Total Airborne Fungal Spore Sample (3 hour TAT)	$105.00
Bio-aerosol for Total Airborne Fungal Spore Sample (24 hour TAT)	$50.00
Particulate Surface Microbial Sample (3 hour TAT)	$105.00
Particulate Surface Microbial Sample (24 hour TAT)	$50.00
CAT III - Sewage Screen Sample (72 hour TAT)	$125.00
CAT III - Human Bacteriodes Sample (72 hour TAT)	$125.00
PLM Sample (3 hour TAT)	$50.00
PLM Sample (24 hour TAT)	$25.00
PLM Sample (72 hour TAT)	$15.00
EPATO15 (61 VOC profile and library search)(minicans) 2 Week TAT	$550.00
Other Costs	
Mileage	Gov. Rate
Other Direct Costs	+ 15%

*Rates noted are for Non-State of Emergency Work

**OT Rate applies for hourly personnel for work outside of standard work day

***These rates apply for the initial 3 year contract, GLE may request rate increases during the optional 2 one year extensions

City of Bradenton, Florida

Professional Services Agreement

RFP 22-029TWS: Hydrogeologic, Water & Wastewater Design, and Transportation Design Services

This CONTINUING SERVICES CONTRACT (the "Contract"), is made this ___ day of _____ 20__, between the CITY OF BRADENTON (hereafter referred to as "CITY" or "CLIENT") a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205, and Jacobs Engineering Group, Inc. (herein after referred to as "CONSULTANT"), with a principal office located at 1990 Main St. Suite 750, Sarasota, FL 34236.

WHEREAS, the CITY desires to obtain Hydrogeologic, Water & Wastewater Design, and Transportation Design services from CONSULTANT for assigned projects in Bradenton, Florida (herein after referred to as "Continuing Services Projects") and issued RFP 22-029TWS pursuant to Section 287.055 of Florida Statutes, to find qualified professionals to fulfill the need for these services; and

WHEREAS, the Term of Contract is three (3) years from execution of the Contract, and CITY may, at its option, with mutual agreement from CONSULTANT, renew this Contract at the end of the Term for up to two (2) one-year extensions; and

WHEREAS, the CITY retains CONSULTANT to perform the services described herein on an "as needed" basis, as designated, authorized, and assigned by the CITY, and the CITY agrees to compensate CONSULTANT for such services in accordance with this Contract; and

WHEREAS, it is the primary intent of this Contract to ensure that CONSULTANT is available to provide professional services, in accordance with mutually agreed upon conditions, and the CITY has complied with all requirements of the Consultants Competitive Negotiation Act, in selection of CONSULTANT for this Contract; and

NOW, THEREFORE, the CITY and CONSULTANT, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals**. The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Contract.

2. **Request for Qualifications**. Request for Proposals (RFP) 22-029TWS and the CONSULTANT's response thereto are incorporated into this Contract by reference. In the event of any conflict between the relevant documents, any such conflict shall be resolved by first looking to this contract, second looking to the CONSULTANT's response and third looking to the RFP.

3. **Scope of Services**.

   3.1 The CONSULTANT's services consist of those services performed by the CONSULTANT, CONSULTANT's employees, and CONSULTANT's Sub-Consultants as enumerated and described in Exhibit A – Scope of Services in connection with this Continuing Service Contract. [TA1]

   3.2 The CONSULTANT's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the CITY, the CONSULTANT shall submit within 48 hours for the CITY's approval, a proposal for the performance of the CONSULTANT's services. The proposal shall contain a description of scope of proposed service, schedule upon which services will be provided, and all fees for services as described in Article 5. Time limits established by this proposal as approved by the CITY shall not, except for reasonable cause, be exceeded by the CONSULTANT or CITY.

   3.3 The CONSULTANT shall use the Project Team as designated from among the individuals listed on Exhibit B, Key Employees. The CONSULTANT shall not remove or replace any members of the Project Team, except upon written notice to and approval by the CITY based upon good cause shown. CITY's approval of such requests for team changes shall not be unreasonably withheld.

   3.4 All services rendered by the CONSULTANT shall be conducted under the responsible charge of persons properly licensed and certified in accordance with Florida Statutes and other applicable rules and regulations. Proof of Certification for each individual professional providing service shall be provided by the CONSULTANT to the CITY prior to services being rendered.

   3.5 It is understood and agreed that the CONSULTANT's services under this Contract do not include participation, whatsoever, in any litigation except litigation stemming

from the CONSULTANT's negligence or breach of this Contract. Should such services be required, a supplemental agreement may be negotiated between the CITY and the CONSULTANT describing the services desired and providing a basis for compensation to the CONSULTANT.

4. **Time of Completion**. CONSULTANT shall commence services upon receipt of a written notice signed by the OWNER's Representative. CONSULTANT shall include in its proposal a schedule for the Scope of Work defined by CITY. The schedule will be agreed upon on a project by project basis. CONSULTANT shall complete work in accordance with the schedule. CONSULTANT shall accelerate performance of services in the manner directed by CITY, in the event CITY in its reasonable discretion, determines that such acceleration is necessary to maintain the schedule.

5. **Fees**. The CITY agrees to pay to CONSULTANT for its services, as set forth in Exhibit A, a fee based upon an approved written proposal for each Work Order to be completed under the Contract.

5.1 The method of compensation will be established by the CITY based on the scope of each Work Order from the following options.

a. For Work Orders where the scope can be reasonably defined and has a specific schedule, compensation shall be a Lump Sum for each task calculated based on the estimated hours to be worked by the CONSULTANT for each of the tasks or subtasks multiplied by the standard hourly rates as agreed to in Exhibit C. Based on this calculation, a Lump Sum fee for each task will then be agreed to by the CITY and CONSULTANT prior to authorization of the Work Order. The total of the Lump Sum fees for all tasks in a Work Order shall be the total and complete amount payable to the CONSULTANT for performance of the Work Order and shall include the cost of all labor, overhead, profit, direct project expenses and expenses of any nature associated with completion of the Work Order tasks.

b. For indeterminate Work Orders, where the scope and/or schedule cannot be reasonably defined, compensation shall be on a "time & materials" basis with a preliminary, "not to exceed" budget agreed to by the CONSULTANT and CITY. Compensation shall be made for actual work performed in accordance with the schedule of rates included as Exhibit C.

5.2 Reimbursable expenses shall include only the actual and necessary costs and expenses reasonably and properly incurred by the CONSULTANT in connection with the services rendered under this Contract. Reimbursable expenses shall include the costs of any subconsultants utilized for the completion of authorized services. The costs and expenses shall be invoiced by the CONSULTANT at

their actual cost with no markup allowed. CONSULTANT shall provide any documentation required by the CITY related to said costs and expenses.

5.3 The CONSULTANT shall not exceed the approved Work Order cost without prior written approval from the CITY. Any increases in the actual work tasks or the level of effort for each work task shall be considered additional services for which the CONSULTANT will be entitled to additional compensation, using the methods defined in this Section of the Contract, and as mutually agreed to by the CITY and CONSULTANT.

5.4 The CONSULTANT shall submit invoices for services provided and fees earned on a monthly basis. Such invoicing shall be supported by a Progress Report showing the actual tasks performed and their relationship to the percentage of fee claimed. All progress reports and invoices shall be mailed to the attention of the CITY's Director of Public Works, 1411 9th St. W., Bradenton, Florida 34205.

5.5 Monthly invoices shall be paid by the CITY in accordance with Florida Statute 218.74. Resolution of improper payment requests or disputes between the CITY and the CONSULTANT will be resolved in accordance with Florida Statute 287.76.

6.0 **Ownership of Documents**. All drawings, computations, details, design calculations and other documents and plans (Work Product) that result from the CONSULTANT's services under this Contract are to become the property of the CITY upon full payment for services owed to CONSULTANT. Documents prepared by the CONSULTANT pursuant to this Contract are not intended nor represented to be suitable for reuse by the CITY or others on extensions of a Project or on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from the CONSULTANT shall be at the CITY's sole risk and without liability to the CONSULTANT. Further, any and all liability arising out of changes made to the CONSULTANT's deliverables to the CITY made under this Contract by the CITY or persons other than the CONSULTANT is waived as against the CONSULTANT and the CITY assumes full responsibility for such changes unless the CITY has given the CONSULTANT prior notice and has received from the CONSULTANT written consent for such changes.

7.0 **Insurance**. The CONSULTANT shall procure and maintain at the CONSULTANT's own expense, for the entire term of this Contract, the following insurance coverage. Within 10 days following the approval of this Contract, the CONSULTANT shall furnish the CITY a certificate or certificates of insurance in a form satisfactory to the CITY showing that CONSULTANT complies with the requirements of this paragraph. All certificates shall specify the policy shall not be cancelled without providing written notice to the CITY at least 30 days prior to any cancellation. The CITY shall be named as an additional insured on each policy as appropriate.

7.1 Worker's Compensation – Unless otherwise allowed by Florida law, and approved by the CITY, CONSULTANT shall provide Worker's Compensation for all employees, with minimum limits statutory for Worker's Compensation and $1,000,000 for Employer's Liability.

7.2 Commercial General Liability – the limits are to be applicable only to work performed under this Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO form CG 25 03) to a Commercial General Liability Policy with the following minimum limits:

- **Products/Completed Operations Aggregate $1,000,000**
- **Personal and Advertising Injury $500,000**
- **Each Occurrence $500,000**

7.3 Comprehensive Automobile Liability – The CONSULTANT shall provide coverage for Each Occurrence Bodily Injury and Property Damage Liability Combined of not less than $1,000,000. Annual Aggregate (if applicable) Three (3) Times the Each Occurrence Limit.

7.4 Professional Liability Insurance – Professional Liability Insurance (including coverage for the Schedule of Fees and Services to be performed under this Contract), for protection from negligent acts, errors, and omissions of CONSULTANT from or in connection with the performance of CONSULTANT's services. CONSULTANT must maintain a comprehensive liability policy, including errors and omissions coverage, issued to CONSULTANT as the insured. Said policy shall be issued and underwritten by a licensed insurer, authorized as such in the State of Florida. Said policy shall provide coverage for the acts or omissions of CONSULTANT in a minimum amount of $1,000,000.00 per claim. Said comprehensive professional liability policy shall be underwritten by an insurer who, in the most current edition of Best's Key Rating Guide, has (1) a rating classification of "A" or better, and (2) a financial size category rating of Class IV or higher.

7.5 Certificates of Insurance and Copies of Policies – Certificates of Insurance in triplicate evidencing the insurance coverage specified in the above paragraphs shall be filed with the CITY's Purchasing Manager before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and shall refer specifically to the proposal number, project title, and location of project. Insurance shall remain in force for a minimum of one (1) year after completion and acceptance of the project by the CITY, in the amounts and types as stated herein, including coverage for all products and services completed under this Contract.

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

9.0 **Termination, Suspension, Disputes, or Abandonment**. This Contract may be terminated by either party for failure of the other party to substantially perform their obligations under this Contract. The CITY shall have the sole right and option to suspend or terminate this Contract without cause, provided that 30 days' prior notice is given to the CONSULTANT.

9.1 In the event of termination, the CITY shall pay the CONSULTANT for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses, and the CITY shall have no further obligation to CONSULTANT for payment to CONSULTANT of the remainder of its fees, unless and until Continuing Services Projects are resumed by the CITY.

10.0 **Term**. The term of this Contract is for a period of three (3) years, commencing on the date of execution of this Contract. The CITY reserves the right, upon written request from the CONSULTANT, to extend this Contract up to two (2) times, with each extension for a period of one (1) year. Such extensions shall be subject to the same terms and conditions, as stated herein.

11.0 **Subconsultants**. Any proposed subconsultants the CONSULTANT wishes to utilize as part of its services for any Work Order shall be submitted to the CITY for approval prior to CONSULTANT entering into a subconsultant agreement. Such approval by the CITY shall not be unreasonably withheld. CITY shall not be liable to CONSULTANT in any manner whatsoever arising out of the CITY's objection to a proposed subconsultant.

11.1 CONSULTANT shall coordinate the services and work product of any subconsultants and remain fully responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT or its subconsultants, and CONSULTANT shall review and approve of any designs, drawings, specifications, shop drawings, submittals, or other services produced or furnished by any subconsultants prior to submittal to the CITY.

CONSULTANT shall correct or revise any subconsultant errors or deficiencies in the designs, drawings, specifications or other services produced pursuant to this Contract and shall provide CITY with such corrections or revisions at its sole expense.

11.2 Any subconsultant agreement shall reflect the terms of this Contract and require the subconsultant, to the extent of the services to be performed by the subconsultant, to assume toward CONSULTANT all the obligations which CONSULTANT by this Contract assumes toward the CITY, it being understood that nothing herein shall in any way relieve CONSULTANT from any of its duties under this Contract.

11.3 CONSULTANT shall cooperate at all times with CITY, and cooperate and coordinate with, and incorporate the work product of, any separate consultant, in any fashion appropriate or necessary to facilitate the design and construction of Continuing Services Projects within the project's budget and schedule. In the event CITY so elects and upon written mutual consent (which consent shall not be unreasonably withheld), as evidenced by a Work Order under this Contract, CONSULTANT shall accept any assignment of any agreement or contract CITY may have with any separate consultant.

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

12.1 CONSULTANT shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service;

12.2 CONSULTANT shall provide the public with access to public records on the same terms and conditions that the CITY would provide and at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law;

12.3 CONSULTANT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;

12.4 CONSULTANT shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of CONSULTANT upon termination of the Contract and destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. All records stored electronically must be provided to CITY in a format that is compatible with the CITY's information technology systems;

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

13.0 Limitation of Liability.

13.1 Neither the CITY nor the CONSULTANT shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

13.2 PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

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

City Clerk
Phone: (941) 932-9400
Email: Cityclerk@Cityofbradenton.com
Mailing Address: 101 Old Main Street – Bradenton, FL 34205

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Agreement upon the terms and conditions above stated, this _____day of _____, 20__.

CONSULTANT

Jacobs Engineering Group, Inc.

1990 Main Street, Suite 750

Sarasota, Florida 34236

By:_____

Katus Watson
Senior Vice President

Witness for CONSULTANT:

By:_____

Noreen Gray
Executive Assistant

CITY

City of Bradenton

1411 9th Street West

Bradenton, Florida 34205

By:_____

Gene Brown

Mayor, City of Bradenton

Witness for CITY:

By:_____

Tamara Melton

City Clerk

Approved as to Form:

By:_____

Scott Rudacille

City Attorney

Attachments

Exhibit A – Scope of Services
Exhibit B – Key Personnel
Exhibit C- Standard Hourly Rate Schedule

Exhibit A – Scope of Services

4.6 HYDROGEOLOGICAL SERVICES CONTRACT

The general scope of work to be provided to accomplish the CITY's objective includes a broad range of professional hydrogeological services related to miscellaneous projects related to the City's existing Aquifer Storage and Recovery (ASR) well program, as may be designated by the CITY. The types of assignments that may be required during the duration of this Contract include but are not necessarily limited to the following:

a) Soil mapping and classification

b) Subsurface explorations/geophysical surveys

c) Soil and materials testing services

d) Settlement analyses

e) Sinkhole evaluations

f) Injection well design, permitting and construction administration/management

g) ASR system planning, permitting, design and construction

Exhibit A – Scope of Services

4.10 TRANSPORATION-TRAFFIC ENGINEERING SERVICES CONTRACT

The general scope of work to be provided to accomplish the CITY's objective includes a broad range of professional transportation-traffic engineering services related to miscellaneous projects as may be designated by the CITY. The types of assignments that may be required during the duration of this Contract include but are not necessarily limited to the following:

a) Traffic analysis and planning

b) Transportation planning

c) Regional master planning

d) Computer modeling of traffic/trip generation data

e) Traffic impact analysis

f) Roadway engineering

g) Pavement evaluations

h) Signalization design

i) Corridor studies

j) Traffic calming plans

k) Parking needs analysis

l) Intersection analysis

m) Site distance analysis

n) Circulation analysis

o) Traffic control plans

p) Geometric design

q) Site design for traffic flow

r) Professional services during construction

- Construction administration services
- Construction observation services
- Preparation of project Record Drawings

s) Alternative project delivery methodologies (design-build, etc.)

t) Value engineering

Exhibit A – Scope of Services

4.11 WATER/WASTEWATER ENGINEERING SERVICES CONTRACT

The general scope of work to be provided to accomplish the CITY's objective includes a broad range of professional water/wastewater engineering services related to miscellaneous projects as may be designated by the CITY. The types of assignments that may be required during the duration of this Contract include but are not necessarily limited to the following:

a) Regulatory permitting and compliance assistance

b) Water supply evaluation, planning, permitting, and design

c) Water transmission/distribution system modeling, planning and design

d) Water/wastewater treatment plant operations evaluation, and design

e) Wastewater collection/transmission system evaluation, planning, and design

f) Wastewater effluent/reclaimed water distribution and disposal system evaluation, planning, and design

g) Water/wastewater/reclaimed water SCADA and instrumentation system planning and design

h) Water/wastewater/reclaimed water electrical, emergency power and emergency pumping system planning and design

i) Professional services during construction

    a. Construction administration services

    b. Construction observation services

    c. Completion of project close-out activities including Record Drawings in multiple electronic formats

j) Alternative project delivery methodologies (design-build, etc.)

k) Value engineering

Exhibit B - Key Personnel

Niel Postlethwait	Principal Engineer
Chris Sharek	Project Manager 3

Hydrogeological Discipline	
Tom Farkas	Senior Hydrogeologist
Amanda Berens	Senior Hydrogeologist
Jon Ouverson	Hydrogeologist 2
David Vanegas	Hydrogeologist 1
Erik Svenson	Senior Hydrogeologist

Transportation Discipline	
Bill Gramer	Senior Engineer 3
Ken Wooten	Senior Engineer 2
Ana Elias	Principal Engineer
Brian Burkhard	Principal Engineer
Rosana Correa	Senior Engineer 3
Chad Polk	Senior Engineer 3
Velvet Bridges	Regional Technologist/Specialist

Water & Wastewater Discipline	
Joe Elarde	Regional Technologist/Specialist
Erik Jorgensen	Senior Engineer 3
GJ Schers	Regional Technologist/Specialist
Michelle Collins	Project Manager 3
Matt Tennant	Senior Engineer 2
Katie Bollmer	Senior Engineer 2
Leisha Pica	Principal Engineer
Dan Buonadonna	Principal Engineer
Tao Fu	Senior Engineer 3

Exhibit C - Standard Hourly Rate Schedule

Title	2023 Rates	2024 Rates	2025 Rates
Administrative	$ 103.00	$ 107.00	$ 111.00
CADD Technician	$ 108.00	$ 112.00	$ 116.00
CADD Drafter	$ 113.00	$ 118.00	$ 123.00
Senior CADD Technician	$ 140.00	$ 146.00	$ 152.00
Client Service Manager	$ 249.00	$ 259.00	$ 269.00
Community Outreach Specialist	$ 173.00	$ 180.00	$ 187.00
Construction Inspector	$ 130.00	$ 135.00	$ 140.00
Construction Manager	$ 162.00	$ 168.00	$ 175.00
Designer	$ 113.00	$ 118.00	$ 123.00
Engineering Intern 1	$ 113.00	$ 118.00	$ 123.00
Engineering Intern 2	$ 119.00	$ 124.00	$ 129.00
Engineer 1	$ 125.00	$ 130.00	$ 135.00
Engineer 2	$ 145.00	$ 150.00	$ 155.00
Engineer 3	$ 165.00	$ 170.00	$ 175.00
Senior Engineer 1	$ 184.00	$ 191.00	$ 199.00
Senior Engineer 2	$ 211.00	$ 219.00	$ 228.00
Senior Engineer 3	$ 249.00	$ 259.00	$ 269.00
Field Technician	$ 103.00	$ 107.00	$ 111.00
Environmental Scientist 1	$ 108.00	$ 112.00	$ 116.00
Environmental Scientist 2	$ 130.00	$ 135.00	$ 140.00
Environmental Scientist 3	$ 152.00	$ 158.00	$ 164.00
Senior Environmental Scientist	$ 191.00	$ 199.00	$ 207.00
GIS Analyst	$ 119.00	$ 124.00	$ 129.00
Senior GIS Analyst	$ 179.00	$ 186.00	$ 193.00
Hydrogeologist 1	$ 125.00	$ 130.00	$ 135.00
Hydrogeologist 2	$ 152.00	$ 158.00	$ 164.00
Hydrogeologist 3	$ 194.00	$ 202.00	$ 210.00
Senior Hydrogeologist	$ 254.00	$ 264.00	$ 275.00
Landscape Architect	$ 103.00	$ 107.00	$ 111.00
Senior Landscape Architect	$ 211.00	$ 219.00	$ 228.00
Principal Engineer (VP/Global Technologist)	$ 303.00	$ 315.00	$ 328.00
Principal Scientist	$ 249.00	$ 259.00	$ 269.00
Programmer	$ 194.00	$ 202.00	$ 210.00
Project Manager 1	$ 167.00	$ 174.00	$ 181.00
Project Manager 2	$ 222.00	$ 231.00	$ 240.00
Project Manager 3	$ 265.00	$ 276.00	$ 287.00
Regional Technologist/Specialist	$ 281.00	$ 292.00	$ 304.00
SCADA Programmer/Systems Analyst	$ 189.00	$ 197.00	$ 205.00
Secretary/Clerical	$ 103.00	$ 107.00	$ 111.00
Senior Drone/Aerial Imagery Specialist	$ 194.00	$ 202.00	$ 210.00

City of Bradenton, Florida

Professional Services Agreement

RFP 22-029TWS: Drainage-Stormwater Design, Landscape Architecture Design, Transportation Design, and Water & Wastewater Engineering Design Services

This CONTINUING SERVICES CONTRACT (the "Contract"), is made this ___ day of _____ 20__, between the CITY OF BRADENTON (hereafter referred to as "CITY" or "CLIENT") a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205, and Kimley-Horn and Associates, Inc. (herein after referred to as "CONSULTANT"), with a principal office located at 1777 Main St. Suite 200, Sarasota, FL 34236.

WHEREAS, the CITY desires to obtain Drainage-Stormwater Design, Landscape Architecture Design, Transportation Design, and Water & Wastewater Design services from CONSULTANT for assigned projects in Bradenton, Florida (herein after referred to as "Continuing Services Projects") and issued RFP 22-029TWS pursuant to Section 287.055 of Florida Statutes, to find qualified professionals to fulfill the need for these services; and

WHEREAS, the Term of Contract is three (3) years from execution of the Contract, and CITY may, at its option, with mutual agreement from CONSULTANT, renew this Contract at the end of the Term for up to two (2) one-year extensions; and

WHEREAS, the CITY retains CONSULTANT to perform the services described herein on an "as needed" basis, as designated, authorized, and assigned by the CITY, and the CITY agrees to compensate CONSULTANT for such services in accordance with this Contract; and

WHEREAS, it is the primary intent of this Contract to ensure that CONSULTANT is available to provide professional services, in accordance with mutually agreed upon conditions, and the CITY has complied with all requirements of the Consultants Competitive Negotiation Act, in selection of CONSULTANT for this Contract; and

NOW, THEREFORE, the CITY and CONSULTANT, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals.** The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Contract.

2. **Request for Qualifications**. Request for Proposals (RFP) 22-029TWS and the CONSULTANT's response thereto are incorporated into this Contract by reference. In the event of any conflict between the relevant documents, any such conflict shall be resolved by first looking to this contract, second looking to the CONSULTANT's response and third looking to the RFP.

3. **Scope of Services**.

   3.1 The CONSULTANT's services consist of those services performed by the CONSULTANT, CONSULTANT's employees, and CONSULTANT's Sub-Consultants as enumerated and described in Exhibit A – Scope of Services in connection with this Continuing Service Contract. [TA1]

   3.2 The CONSULTANT's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the CITY, the CONSULTANT shall submit within 48 hours for the CITY's approval, a proposal for the performance of the CONSULTANT's services. The proposal shall contain a description of scope of proposed service, schedule upon which services will be provided, and all fees for services as described in Article 5. Time limits established by this proposal as approved by the CITY shall not, except for reasonable cause, be exceeded by the CONSULTANT or CITY.

   3.3 The CONSULTANT shall use the Project Team as designated from among the individuals listed on Exhibit B, Key Employees. The CONSULTANT shall not remove or replace any members of the Project Team, except upon written notice to and approval by the CITY based upon good cause shown. CITY's approval of such requests for team changes shall not be unreasonably withheld.

   3.4 All services rendered by the CONSULTANT shall be conducted under the responsible charge of persons properly licensed and certified in accordance with Florida Statutes and other applicable rules and regulations. Proof of Certification for each individual professional providing service shall be provided by the CONSULTANT to the CITY prior to services being rendered.

   3.5 It is understood and agreed that the CONSULTANT's services under this Contract do not include participation, whatsoever, in any litigation except litigation stemming

from the CONSULTANT's negligence or breach of this Contract. Should such services be required, a supplemental agreement may be negotiated between the CITY and the CONSULTANT describing the services desired and providing a basis for compensation to the CONSULTANT.

4. **Time of Completion**. CONSULTANT shall commence services upon receipt of a written notice signed by the OWNER's Representative. CONSULTANT shall include in its proposal a schedule for the Scope of Work defined by CITY. The schedule will be agreed upon on a project by project basis. CONSULTANT shall complete work in accordance with the schedule. CONSULTANT shall accelerate performance of services in the manner directed by CITY, in the event CITY in its reasonable discretion, determines that such acceleration is necessary to maintain the schedule.

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   5.1 The method of compensation will be established by the CITY based on the scope of each Work Order from the following options.

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   b. For indeterminate Work Orders, where the scope and/or schedule cannot be reasonably defined, compensation shall be on a "time & materials" basis with a preliminary, "not to exceed" budget agreed to by the CONSULTANT and CITY. Compensation shall be made for actual work performed in accordance with the schedule of rates included as Exhibit C.

   5.2 Reimbursable expenses shall include only the actual and necessary costs and expenses reasonably and properly incurred by the CONSULTANT in connection with the services rendered under this Contract. Reimbursable expenses shall include the costs of any subconsultants utilized for the completion of authorized services. The costs and expenses shall be invoiced by the CONSULTANT at

their actual cost with no markup allowed. CONSULTANT shall provide any documentation required by the CITY related to said costs and expenses.

5.3 The CONSULTANT shall not exceed the approved Work Order cost without prior written approval from the CITY. Any increases in the actual work tasks or the level of effort for each work task shall be considered additional services for which the CONSULTANT will be entitled to additional compensation, using the methods defined in this Section of the Contract, and as mutually agreed to by the CITY and CONSULTANT.

5.4 The CONSULTANT shall submit invoices for services provided and fees earned on a monthly basis. Such invoicing shall be supported by a Progress Report showing the actual tasks performed and their relationship to the percentage of fee claimed. All progress reports and invoices shall be mailed to the attention of the CITY's Director of Public Works, 1411 9th St. W., Bradenton, Florida 34205.

5.5 Monthly invoices shall be paid by the CITY in accordance with Florida Statute 218.74. Resolution of improper payment requests or disputes between the CITY and the CONSULTANT will be resolved in accordance with Florida Statute 287.76.

6.0 **Ownership of Documents**. All drawings, computations, details, design calculations and other documents and plans (Work Product) that result from the CONSULTANT's services under this Contract are to become the property of the CITY upon full payment for services owed to CONSULTANT. Documents prepared by the CONSULTANT pursuant to this Contract are not intended nor represented to be suitable for reuse by the CITY or others on extensions of a Project or on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from the CONSULTANT shall be at the CITY's sole risk and without liability to the CONSULTANT. Further, any and all liability arising out of changes made to the CONSULTANT's deliverables to the CITY made under this Contract by the CITY or persons other than the CONSULTANT is waived as against the CONSULTANT and the CITY assumes full responsibility for such changes unless the CITY has given the CONSULTANT prior notice and has received from the CONSULTANT written consent for such changes.

7.0 **Insurance**. The CONSULTANT shall procure and maintain at the CONSULTANT's own expense, for the entire term of this Contract, the following insurance coverage. Within 10 days following the approval of this Contract, the CONSULTANT shall furnish the CITY a certificate or certificates of insurance in a form satisfactory to the CITY showing that CONSULTANT complies with the requirements of this paragraph. All certificates shall specify the policy shall not be cancelled without providing written notice to the CITY at least 30 days prior to any cancellation. The CITY shall be named as an additional insured on each policy as appropriate.

7.1 Worker's Compensation – Unless otherwise allowed by Florida law, and approved by the CITY, CONSULTANT shall provide Worker's Compensation for all employees, with minimum limits statutory for Worker's Compensation and $1,000,000 for Employer's Liability.

7.2 Commercial General Liability – the limits are to be applicable only to work performed under this Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO form CG 25 03) to a Commercial General Liability Policy with the following minimum limits:

- **Products/Completed Operations Aggregate** **$1,000,000**
- **Personal and Advertising Injury** **$500,000**
- **Each Occurrence** **$500,000**

7.3 Comprehensive Automobile Liability – The CONSULTANT shall provide coverage for Each Occurrence Bodily Injury and Property Damage Liability Combined of not less than $1,000,000. Annual Aggregate (if applicable) Three (3) Times the Each Occurrence Limit.

7.4 Professional Liability Insurance – Professional Liability Insurance (including coverage for the Schedule of Fees and Services to be performed under this Contract), for protection from negligent acts, errors, and omissions of CONSULTANT from or in connection with the performance of CONSULTANT's services. CONSULTANT must maintain a comprehensive liability policy, including errors and omissions coverage, issued to CONSULTANT as the insured. Said policy shall be issued and underwritten by a licensed insurer, authorized as such in the State of Florida. Said policy shall provide coverage for the acts or omissions of CONSULTANT in a minimum amount of $1,000,000.00 per claim. Said comprehensive professional liability policy shall be underwritten by an insurer who, in the most current edition of Best's Key Rating Guide, has (1) a rating classification of "A" or better, and (2) a financial size category rating of Class IV or higher.

7.5 Certificates of Insurance and Copies of Policies – Certificates of Insurance in triplicate evidencing the insurance coverage specified in the above paragraphs shall be filed with the CITY's Purchasing Manager before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and shall refer specifically to the proposal number, project title, and location of project. Insurance shall remain in force for a minimum of one (1) year after completion and acceptance of the project by the CITY, in the amounts and types as stated herein, including coverage for all products and services completed under this Contract.

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

9.0 **Termination, Suspension, Disputes, or Abandonment**. This Contract may be terminated by either party for failure of the other party to substantially perform their obligations under this Contract. The CITY shall have the sole right and option to suspend or terminate this Contract without cause, provided that 30 days' prior notice is given to the CONSULTANT.

9.1 In the event of termination, the CITY shall pay the CONSULTANT for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses, and the CITY shall have no further obligation to CONSULTANT for payment to CONSULTANT of the remainder of its fees, unless and until Continuing Services Projects are resumed by the CITY.

10.0 **Term**. The term of this Contract is for a period of three (3) years, commencing on the date of execution of this Contract. The CITY reserves the right, upon written request from the CONSULTANT, to extend this Contract up to two (2) times, with each extension for a period of one (1) year. Such extensions shall be subject to the same terms and conditions, as stated herein.

11.0 **Subconsultants**. Any proposed subconsultants the CONSULTANT wishes to utilize as part of its services for any Work Order shall be submitted to the CITY for approval prior to CONSULTANT entering into a subconsultant agreement. Such approval by the CITY shall not be unreasonably withheld. CITY shall not be liable to CONSULTANT in any manner whatsoever arising out of the CITY's objection to a proposed subconsultant.

11.1 CONSULTANT shall coordinate the services and work product of any subconsultants and remain fully responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT or its subconsultants, and CONSULTANT shall review and approve of any designs, drawings, specifications, shop drawings, submittals, or other services produced or furnished by any subconsultants prior to submittal to the CITY.

CONSULTANT shall correct or revise any subconsultant errors or deficiencies in the designs, drawings, specifications or other services produced pursuant to this Contract and shall provide CITY with such corrections or revisions at its sole expense.

11.2 Any subconsultant agreement shall reflect the terms of this Contract and require the subconsultant, to the extent of the services to be performed by the subconsultant, to assume toward CONSULTANT all the obligations which CONSULTANT by this Contract assumes toward the CITY, it being understood that nothing herein shall in any way relieve CONSULTANT from any of its duties under this Contract.

11.3 CONSULTANT shall cooperate at all times with CITY, and cooperate and coordinate with, and incorporate the work product of, any separate consultant, in any fashion appropriate or necessary to facilitate the design and construction of Continuing Services Projects within the project's budget and schedule. In the event CITY so elects and upon written mutual consent (which consent shall not be unreasonably withheld), as evidenced by a Work Order under this Contract, CONSULTANT shall accept any assignment of any agreement or contract CITY may have with any separate consultant.

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

12.1 CONSULTANT shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service;

12.2 CONSULTANT shall provide the public with access to public records on the same terms and conditions that the CITY would provide and at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law;

12.3 CONSULTANT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;

12.4 CONSULTANT shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of CONSULTANT upon termination of the Contract and destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. All records stored electronically must be provided to CITY in a format that is compatible with the CITY's information technology systems;

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

13.0 Limitation of Liability.

13.1 Neither the CITY nor the CONSULTANT shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

13.2 PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

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

City Clerk
Phone: (941) 932-9400
Email: Cityclerk@Cityofbradenton.com
Mailing Address: 101 Old Main Street – Bradenton, FL 34205

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Agreement upon the terms and conditions above stated, this _____day of _____, 20__.

CONSULTANT

Kimley-Horn and Associates, Inc.

1777 Main St., Suite 200

Sarasota, Florida 34236

By:_____

SETH SCHMID

CITY

City of Bradenton

1411 9th Street West

Bradenton, Florida 34205

By:_____

Gene Brown

Mayor, City of Bradenton

Witness for CONSULTANT:

By:_____

MOLLY C. WILLIAMS

Witness for CITY:

By:_____

Tamara Melton

City Clerk

Approved as to Form:

By:_____

Scott Rudacille

City Attorney

Attachments

Exhibit A – Scope of Services
Exhibit B – Key Personnel
Exhibit C- Standard Hourly Rate Schedule

Exhibit A – Scope of Services

4.2 DRAINAGE/STORMWATER ENGINEERING SERVICES CONTRACT

The general scope of work to be provided to accomplish the CITY's objective includes a broad range of professional drainage/stormwater engineering services related to miscellaneous drainage or stormwater improvements projects, as may be designated by the CITY. The types of assignments that may be required during the duration of this Contract include but are not necessarily limited to the following:

a) Feasibility studies

b) Master planning

c) Stormwater modeling

d) Stormwater system design

e) Project permitting services

f) Development of construction cost opinions

g) Development of construction plans and specifications

h) Professional services during construction

- Construction administration services
- Construction observation services
- Completion of project close-out activities including Record Drawings in multiple electronic formats

i) Alternative project delivery methodologies (design-build, etc.)

j) Value engineering

Exhibit A – Scope of Services

4.7 LANDSCAPE ARCHITECTURAL SERVICES CONTRACT

The general scope of work to be provided to accomplish the CITY's objective includes a broad range of professional landscape architectural services related to miscellaneous projects as may be designated by the CITY. The types of assignments that may be required during the duration of this Contract include but are not necessarily limited to the following:

a) Landscape master planning

b) Urban design

c) Sustainable site design

d) Parks and playground planning and design

e) Streetscape design

f) Courtyard design

g) Landscape graphic designs/3D sketches

h) Bikeways, greenways and multi-use trails planning and design

i) Landscape architecture design for project enhancement

j) Land use and comprehensive planning assistance

k) Plantings for mitigation purposes

l) Plantings and landforms for screening/buffering of projects from residential areas

m) Unit paver design, permeable pavers, decorative concrete pavements

Exhibit A – Scope of Services

4.10 TRANSPORATION-TRAFFIC ENGINEERING SERVICES CONTRACT

The general scope of work to be provided to accomplish the CITY's objective includes a broad range of professional transportation-traffic engineering services related to miscellaneous projects as may be designated by the CITY. The types of assignments that may be required during the duration of this Contract include but are not necessarily limited to the following:

a) Traffic analysis and planning

b) Transportation planning

c) Regional master planning

d) Computer modeling of traffic/trip generation data

e) Traffic impact analysis

f) Roadway engineering

g) Pavement evaluations

h) Signalization design

i) Corridor studies

j) Traffic calming plans

k) Parking needs analysis

l) Intersection analysis

m) Site distance analysis

n) Circulation analysis

o) Traffic control plans

p) Geometric design

q) Site design for traffic flow

r) Professional services during construction

- Construction administration services
- Construction observation services
- Preparation of project Record Drawings

s) Alternative project delivery methodologies (design-build, etc.)

t) Value engineering

Exhibit A – Scope of Services

4.11 WATER/WASTEWATER ENGINEERING SERVICES CONTRACT

The general scope of work to be provided to accomplish the CITY's objective includes a broad range of professional water/wastewater engineering services related to miscellaneous projects as may be designated by the CITY. The types of assignments that may be required during the duration of this Contract include but are not necessarily limited to the following:

a) Regulatory permitting and compliance assistance

b) Water supply evaluation, planning, permitting, and design

c) Water transmission/distribution system modeling, planning and design

d) Water/wastewater treatment plant operations evaluation, and design

e) Wastewater collection/transmission system evaluation, planning, and design

f) Wastewater effluent/reclaimed water distribution and disposal system evaluation, planning, and design

g) Water/wastewater/reclaimed water SCADA and instrumentation system planning and design

h) Water/wastewater/reclaimed water electrical, emergency power and emergency pumping system planning and design

i) Professional services during construction

   a. Construction administration services

   b. Construction observation services

   c. Completion of project close-out activities including Record Drawings in multiple electronic formats

j) Alternative project delivery methodologies (design-build, etc.)

k) Value engineering

Exhibit B - Key Personnel

KEY PERSONNEL

KEY PERSONNEL	SW	LA	TR	W/ WW	KH Classification	Classification
Gary Nadeau, P.E.			X		P8	Chief Engineer
Molly Williams, P.E.	X				P6 / P7	Sr Project Manager
Jordan Leep, P.E.			X		P6 / P7	Sr Project Manager
Ashley Miele, P.E.				X	P6 / P7	Sr Project Manager
Mike Donahue			X		P4 / P5	Project Manager
Chris Niforatos, P.E.	X				P6 / P7	Sr Professional Engineer
Trenton Strackbein, P.E.	X				P5	Professional Engineer II
Kevin Koh, P.E.	X				P4	Professional Engineer I
Phil Reid, P.E.			X		P4	Professional Engineer I
Emily Saidi, P.E.			X		P4	Professional Engineer I
Erin Swider, P.E.			X		P4	Professional Engineer I
Madeline Kender, P.E.				X	P4	Professional Engineer I
Deirdre Lynch, P.E.				X	P4	Professional Engineer I
Brandon Nichols, E.I.T.	X				P2 / P3	Analyst II
Josie Wiederkehr, E.I.	X				P2 / P3	Analyst II
Ethan Hopp	X				P1	Analyst I
Steve Hartl			X		D7 / D8	Senior Designer
Marie Logan	X	X	X	X	CO6	Designer / Engineer Tech
Cody Bell	X	X	X	X	CO3 / CO4 / CO5	Drafter / CADD Operator
Seth Stone	X	X	X	X	CO3 / CO4 / CO5	Drafter / CADD Operator
Rocco Angerami	X	X	X	X	T6 / T7	Construction Engineer
Ramon Diaz	X	X	X	X	T3 / T4 / T5	Construction Inspector
Ronnie Van Fleet, PWS	X	X	X	X	P5 / P6 / P7	Senior Environmental Scientist
Chris Kennedy	X	X	X	X	P1 / P2 / P3 / P4	Environmental Scientist
Savannah Fransbergen	X	X	X	X	P1 / P2 / P3 / P4	Environmental Scientist
James Pankonin, PLA, LEED AP		X			P6 / P7 / P8	Senior Landscape Architect
Chris Cianfaglione, PLA, ISA		X			P6 / P7 / P8	Senior Landscape Architect
Ed Dean, PLA, LEED AP		X			P4 / P5	Landscape Architect
Philip DiMaria	X	X	X	X	P4 / P5	Land Planning
Matt Dunn		X			P1 / P2 / P3	Landscape Architect Intern
Patrick Tichenor		X			P1 / P2 / P3	Landscape Architect Intern

KEY PERSONNEL	SW	LA	TR	W/ WW	KH Classification	Classification
Abigail Chapman		X			P1 / P2 / P3	Landscape Architect Intern
Jensen Haldrup		X			P1 / P2 / P3	Landscape Architect Intern
Laura Wittenbauer	X	X	X	X	P5 / P6 / P7	Grant Administrator
Chris Kochanowitz	X	X	X	X	P3 / P4	Grant Specialist
Joe Marianacci	X	X	X	X	B3 / B4 / B5	Financial / Accounting Clerical
Jennifer Klama	X	X	X	X	N4 / N5	Clerical

SW – Drainage / Stormwater Design

LA – Landscape Architecture Design

TR – Transportation Design

W/WW – Water & Wastewater Design

Additional personnel and subconsultants will be utilized to provide the level of experience required based on complexity of each continuing services project for the RFP 22-029TWS: Drainage-Stormwater Design, Landscape Architecture Design, Transportation Design, and Water & Wastewater Engineering Design Services Master Professional Services Agreement.

Exhibit - Standard Hourly Rate Schedule

KH Classification	Classification	Range Low	Range High
P8	Chief Engineer	$ 310	$ 375
P6 / P7	Sr Project Manager	$ 295	$ 345
P4 / P5	Project Manager	$ 215	$ 275
P6 / P7	Sr Professional Engineer	$ 250	$ 320
P5	Professional Engineer II	$ 200	$ 240
P4	Professional Engineer I	$ 160	$ 190
P2 / P3	Analyst II	$ 120	$ 150
P1	Analyst I	$ 105	$ 125
D7 / D8	Senior Designer	$ 160	$ 220
CO6	Designer / Engineer Tech	$ 150	$ 175
CO3 / CO4 / CO5	Drafter / CADD Operator	$ 110	$ 130
T6	Construction Engineer	$ 225	$ 265
T3 / T4 / T5	Construction Inspector	$ 145	$ 175
P5 / P6 / P7	Senior Environmental Scientist	$ 200	$ 290
P1 / P2 / P3 / P4	Environmental Scientist	$ 105	$ 190
P6 / P7 / P8	Senior Landscape Architect	$ 230	$ 310
P4 / P5	Landscape Architect	$ 160	$ 220
P1 / P2 / P3	Landscape Architect Intern	$ 105	$ 150
P5 / P6 / P7	Grant Administrator	$ 185	$ 295
P3 / P4	Grant Specialist	$ 115	$ 190
B3 / B4 / B5	Financial / Accounting Clerical	$ 120	$ 165
N4 / N5	Clerical	$ 80	$ 125

A range of rates (Low to High) are provided for each classification to allow for staff flexibility; provide the level of experience required based on complexity of the continuing services projects; and annual rate increases over the duration of the RFP 22-029TWS: Drainage-Stormwater Design, Landscape Architecture Design, Transportation Design, and Water & Wastewater Engineering Design Services Master Professional Services Agreement.

City of Bradenton, Florida

bradenton
The Friendly City

Professional Services Agreement

RFP 22-029TWS: Facilities Engineering Design Services

This CONTINUING SERVICES CONTRACT (the "Contract"), is made this ___ day of _____ 20__, between the CITY OF BRADENTON (hereafter referred to as "CITY" or "CLIENT") a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205, and KPI Engineering (herein after referred to as "CONSULTANT"), with a principal office located at 3203 Queen Palm Drive, Tampa, FL 33619.

WHEREAS, the CITY desires to obtain Facilities Engineering Design services from CONSULTANT for assigned projects in Bradenton, Florida (herein after referred to as "Continuing Services Projects") and issued RFP 22-029TWS pursuant to Section 287.055 of Florida Statutes, to find qualified professionals to fulfill the need for these services; and

WHEREAS, the Term of Contract is three (3) years from execution of the Contract, and CITY may, at its option, with mutual agreement from CONSULTANT, renew this Contract at the end of the Term for up to two (2) one-year extensions; and

WHEREAS, the CITY retains CONSULTANT to perform the services described herein on an "as needed" basis, as designated, authorized, and assigned by the CITY, and the CITY agrees to compensate CONSULTANT for such services in accordance with this Contract; and

WHEREAS, it is the primary intent of this Contract to ensure that CONSULTANT is available to provide professional services, in accordance with mutually agreed upon conditions, and the CITY has complied with all requirements of the Consultants Competitive Negotiation Act, in selection of CONSULTANT for this Contract; and

NOW, THEREFORE, the CITY and CONSULTANT, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals**. The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Contract.

2. **Request for Qualifications**. Request for Proposals (RFP) 22-029TWS and the CONSULTANT's response thereto are incorporated into this Contract by reference. In the event of any conflict between the relevant documents, any such conflict shall be resolved by first looking to this contract, second looking to the CONSULTANT's response and third looking to the RFP.

3. **Scope of Services**.

   3.1 The CONSULTANT's services consist of those services performed by the CONSULTANT, CONSULTANT's employees, and CONSULTANT's Sub-Consultants as enumerated and described in Exhibit A – Scope of Services in connection with this Continuing Service Contract. [TA1]

   3.2 The CONSULTANT's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the CITY, the CONSULTANT shall submit within 48 hours for the CITY's approval, a proposal for the performance of the CONSULTANT's services. The proposal shall contain a description of scope of proposed service, schedule upon which services will be provided, and all fees for services as described in Article 5. Time limits established by this proposal as approved by the CITY shall not, except for reasonable cause, be exceeded by the CONSULTANT or CITY.

   3.3 The CONSULTANT shall use the Project Team as designated from among the individuals listed on Exhibit B, Key Employees. The CONSULTANT shall not remove or replace any members of the Project Team, except upon written notice to and approval by the CITY based upon good cause shown. CITY's approval of such requests for team changes shall not be unreasonably withheld.

   3.4 All services rendered by the CONSULTANT shall be conducted under the responsible charge of persons properly licensed and certified in accordance with Florida Statutes and other applicable rules and regulations. Proof of Certification for each individual professional providing service shall be provided by the CONSULTANT to the CITY prior to services being rendered.

   3.5 It is understood and agreed that the CONSULTANT's services under this Contract do not include participation, whatsoever, in any litigation except litigation stemming

from the CONSULTANT's negligence or breach of this Contract. Should such services be required, a supplemental agreement may be negotiated between the CITY and the CONSULTANT describing the services desired and providing a basis for compensation to the CONSULTANT.

4. **Time of Completion**. CONSULTANT shall commence services upon receipt of a written notice signed by the OWNER's Representative. CONSULTANT shall include in its proposal a schedule for the Scope of Work defined by CITY. The schedule will be agreed upon on a project by project basis. CONSULTANT shall complete work in accordance with the schedule. CONSULTANT shall accelerate performance of services in the manner directed by CITY, in the event CITY in its reasonable discretion, determines that such acceleration is necessary to maintain the schedule.

5. **Fees**. The CITY agrees to pay to CONSULTANT for its services, as set forth in Exhibit A, a fee based upon an approved written proposal for each Work Order to be completed under the Contract.

   5.1 The method of compensation will be established by the CITY based on the scope of each Work Order from the following options.

   a. For Work Orders where the scope can be reasonably defined and has a specific schedule, compensation shall be a Lump Sum for each task calculated based on the estimated hours to be worked by the CONSULTANT for each of the tasks or subtasks multiplied by the standard hourly rates as agreed to in Exhibit C. Based on this calculation, a Lump Sum fee for each task will then be agreed to by the CITY and CONSULTANT prior to authorization of the Work Order. The total of the Lump Sum fees for all tasks in a Work Order shall be the total and complete amount payable to the CONSULTANT for performance of the Work Order and shall include the cost of all labor, overhead, profit, direct project expenses and expenses of any nature associated with completion of the Work Order tasks.

   b. For indeterminate Work Orders, where the scope and/or schedule cannot be reasonably defined, compensation shall be on a "time & materials" basis with a preliminary, "not to exceed" budget agreed to by the CONSULTANT and CITY. Compensation shall be made for actual work performed in accordance with the schedule of rates included as Exhibit C.

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- **Each Occurrence** **$500,000**

7.3 Comprehensive Automobile Liability – The CONSULTANT shall provide coverage for Each Occurrence Bodily Injury and Property Damage Liability Combined of not less than $1,000,000. Annual Aggregate (if applicable) Three (3) Times the Each Occurrence Limit.

7.4 Professional Liability Insurance – Professional Liability Insurance (including coverage for the Schedule of Fees and Services to be performed under this Contract), for protection from negligent acts, errors, and omissions of CONSULTANT from or in connection with the performance of CONSULTANT's services. CONSULTANT must maintain a comprehensive liability policy, including errors and omissions coverage, issued to CONSULTANT as the insured. Said policy shall be issued and underwritten by a licensed insurer, authorized as such in the State of Florida. Said policy shall provide coverage for the acts or omissions of CONSULTANT in a minimum amount of $1,000,000.00 per claim. Said comprehensive professional liability policy shall be underwritten by an insurer who, in the most current edition of Best's Key Rating Guide, has (1) a rating classification of "A" or better, and (2) a financial size category rating of Class IV or higher.

7.5 Certificates of Insurance and Copies of Policies – Certificates of Insurance in triplicate evidencing the insurance coverage specified in the above paragraphs shall be filed with the CITY's Purchasing Manager before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and shall refer specifically to the proposal number, project title, and location of project. Insurance shall remain in force for a minimum of one (1) year after completion and acceptance of the project by the CITY, in the amounts and types as stated herein, including coverage for all products and services completed under this Contract.

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

9.0 **Termination, Suspension, Disputes, or Abandonment**. This Contract may be terminated by either party for failure of the other party to substantially perform their obligations under this Contract. The CITY shall have the sole right and option to suspend or terminate this Contract without cause, provided that 30 days' prior notice is given to the CONSULTANT.

9.1 In the event of termination, the CITY shall pay the CONSULTANT for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses, and the CITY shall have no further obligation to CONSULTANT for payment to CONSULTANT of the remainder of its fees, unless and until Continuing Services Projects are resumed by the CITY.

10.0 **Term**. The term of this Contract is for a period of three (3) years, commencing on the date of execution of this Contract. The CITY reserves the right, upon written request from the CONSULTANT, to extend this Contract up to two (2) times, with each extension for a period of one (1) year. Such extensions shall be subject to the same terms and conditions, as stated herein.

11.0 **Subconsultants**. Any proposed subconsultants the CONSULTANT wishes to utilize as part of its services for any Work Order shall be submitted to the CITY for approval prior to CONSULTANT entering into a subconsultant agreement. Such approval by the CITY shall not be unreasonably withheld. CITY shall not be liable to CONSULTANT in any manner whatsoever arising out of the CITY's objection to a proposed subconsultant.

11.1 CONSULTANT shall coordinate the services and work product of any subconsultants and remain fully responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT or its subconsultants, and CONSULTANT shall review and approve of any designs, drawings, specifications, shop drawings, submittals, or other services produced or furnished by any subconsultants prior to submittal to the CITY.

CONSULTANT shall correct or revise any subconsultant errors or deficiencies in the designs, drawings, specifications or other services produced pursuant to this Contract and shall provide CITY with such corrections or revisions at its sole expense.

11.2 Any subconsultant agreement shall reflect the terms of this Contract and require the subconsultant, to the extent of the services to be performed by the subconsultant, to assume toward CONSULTANT all the obligations which CONSULTANT by this Contract assumes toward the CITY, it being understood that nothing herein shall in any way relieve CONSULTANT from any of its duties under this Contract.

11.3 CONSULTANT shall cooperate at all times with CITY, and cooperate and coordinate with, and incorporate the work product of, any separate consultant, in any fashion appropriate or necessary to facilitate the design and construction of Continuing Services Projects within the project's budget and schedule. In the event CITY so elects and upon written mutual consent (which consent shall not be unreasonably withheld), as evidenced by a Work Order under this Contract, CONSULTANT shall accept any assignment of any agreement or contract CITY may have with any separate consultant.

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

12.1 CONSULTANT shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service;

12.2 CONSULTANT shall provide the public with access to public records on the same terms and conditions that the CITY would provide and at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law;

12.3 CONSULTANT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;

12.4 CONSULTANT shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of CONSULTANT upon termination of the Contract and destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. All records stored electronically must be provided to CITY in a format that is compatible with the CITY's information technology systems;

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

13.0 Limitation of Liability.

13.1 Neither the CITY nor the CONSULTANT shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

13.2 PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

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

City Clerk
Phone: (941) 932-9400
Email: Cityclerk@Cityofbradenton.com
Mailing Address: 101 Old Main Street – Bradenton, FL 34205

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Agreement upon the terms and conditions above stated, this _____day of _____, 20__.

CONSULTANT

KPI Engineering

3203 Queen Palm Drive

Tampa, Florida 33619

By:_____

Shawn Jeffrey, Sr-Partner

CITY

City of Bradenton

1411 9th Street West

Bradenton, Florida 34205

By:_____

Gene Brown

Mayor, City of Bradenton

Witness for CONSULTANT:

By:_____

Witness for CITY:

By:_____

Tamara Melton

City Clerk

Approved as to Form:

By:_____

Scott Rudacille

City Attorney

Attachments

Exhibit A – Scope of Services
Exhibit B – Key Personnel
Exhibit C- Standard Hourly Rate Schedule

Exhibit A – Scope of Services

4.4 FACILITIES MECHANICAL-ELECTRICAL-PLUMBING (MEP)/STRUCTURAL ENGINEERING SERVICES CONTRACT

The general scope of work to be provided to accomplish the CITY's objective includes a broad range of professional MEP and structural engineering services related to miscellaneous projects as may be designated by the CITY. The types of assignments that may be required during the duration of this Contract include but are not necessarily limited to the following:

a) HVAC system evaluations and renovation designs
b) Electrical system evaluations and renovation designs
c) Electrical engineering
d) Fire protection system evaluation and design
e) Life safety evaluations
f) Lighting evaluations and design
g) Mechanical engineering
h) Emergency generator evaluations
i) Security system evaluation and design
j) Lightning protection system evaluation and design
k) Arc Flash assessments and remediation design
l) Facilities plumbing system evaluation and renovation design
m) Solar energy facilities assessment and design
n) Structural design and analysis
o) Structural calculations
p) Building inspections
q) Building damage assessment
r) Building renovation and restoration
s) Structural engineer of record services
t) Threshold inspection
u) Wind and lateral stability analysis
v) Foundation design
w) Code compliance reviews
x) Evaluation of existing roofing systems and reroof design
y) value engineering

Exhibit B - Key Personnel

Luis Vargas – Vice President and Electrical Engineer

Shawn Jeffrey – Group Manager/Partner & Contract Manager

David Baxter – Sr. Mechanical Designer

Mike Cowles – Sr. Mechanical Project Manager

Rodrigo Cruz – MEP Designer (Mechanical Engineering Graduate)

Dean Kenyon – Owner/President/Sr. Partner & Mechanical Engineer

Ronaldo Lopes – MEP Designer (Electrical Engineering Graduate)

Frank Morales – MEP Designer (Mechanical Engineering Graduate)

Scott Nelson – Sr. Mechanical Engineer

Jeremiah Overman – Sr. Electrical Designer

Richie Ramsauer – Sr. Plumbing Designer/Plumbing Expert

Janelle Ray – Administrative Specialist, AR and Project Accounting

Shelby Shannon – MEP CAD Technician & Designer

Ray Vargas – MEP Designer

Jackson Vines – MEP Designer (Mechanical Engineering Graduate)

Exhibit C - Standarly Hourly Rate Schedule

ENGINEERING RATES/FEES
Subject to 3% annual escalation
(rates shown as of January 2023)

Professional Services	Standard Hourly Rate
Expert	$225
Principal-in-Charge	$180
Project Manager	$145
Senior Engineer, P.E.	$140
Senior Designer	$105
Project Engineer	$100
Designer	$95
Senior CAD Operator	$90
CAD Operator	$80
Administrative Assistant / Clerical	$70

Reimbursables:
Reimbursables billed per continuing services contract agreement terms and conditions

City of Bradenton, Florida

Professional Services Agreement

RFP 22-029TWS: Geotechnical Engineering Services

This CONTINUING SERVICES CONTRACT (the "Contract"), is made this ___ day of _____ 20__, between the CITY OF BRADENTON (hereafter referred to as "CITY" or "CLIENT") a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205, and NOVA Engineering & Environmental, LLC (herein after referred to as "CONSULTANT"), with a principal office located at 4524 Oak Fair Blvd, Suite 200, Tampa, FL 33610.

WHEREAS, the CITY desires to obtain Geotechnical Engineering services from CONSULTANT for assigned projects in Bradenton, Florida (herein after referred to as "Continuing Services Projects") and issued RFP 22-029TWS pursuant to Section 287.055 of Florida Statutes, to find qualified professionals to fulfill the need for these services; and

WHEREAS, the Term of Contract is three (3) years from execution of the Contract, and CITY may, at its option, with mutual agreement from CONSULTANT, renew this Contract at the end of the Term for up to two (2) one-year extensions; and

WHEREAS, the CITY retains CONSULTANT to perform the services described herein on an "as needed" basis, as designated, authorized, and assigned by the CITY, and the CITY agrees to compensate CONSULTANT for such services in accordance with this Contract; and

WHEREAS, it is the primary intent of this Contract to ensure that CONSULTANT is available to provide professional services, in accordance with mutually agreed upon conditions, and the CITY has complied with all requirements of the Consultants Competitive Negotiation Act, in selection of CONSULTANT for this Contract; and

NOW, THEREFORE, the CITY and CONSULTANT, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals**. The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Contract.

2. **Request for Qualifications**. Request for Proposals (RFP) 22-029TWS and the CONSULTANT's response thereto are incorporated into this Contract by reference. In the event of any conflict between the relevant documents, any such conflict shall be resolved by first looking to this contract, second looking to the CONSULTANT's response and third looking to the RFP.

3. **Scope of Services**.

   3.1 The CONSULTANT's services consist of those services performed by the CONSULTANT, CONSULTANT's employees, and CONSULTANT's Sub-Consultants as enumerated and described in Exhibit A – Scope of Services in connection with this Continuing Service Contract. [TA1]

   3.2 The CONSULTANT's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the CITY, the CONSULTANT shall submit within 48 hours for the CITY's approval, a proposal for the performance of the CONSULTANT's services. The proposal shall contain a description of scope of proposed service, schedule upon which services will be provided, and all fees for services as described in Article 5. Time limits established by this proposal as approved by the CITY shall not, except for reasonable cause, be exceeded by the CONSULTANT or CITY.

   3.3 The CONSULTANT shall use the Project Team as designated from among the individuals listed on Exhibit B, Key Employees. The CONSULTANT shall not remove or replace any members of the Project Team, except upon written notice to and approval by the CITY based upon good cause shown. CITY's approval of such requests for team changes shall not be unreasonably withheld.

   3.4 All services rendered by the CONSULTANT shall be conducted under the responsible charge of persons properly licensed and certified in accordance with Florida Statutes and other applicable rules and regulations. Proof of Certification for each individual professional providing service shall be provided by the CONSULTANT to the CITY prior to services being rendered.

   3.5 It is understood and agreed that the CONSULTANT's services under this Contract do not include participation, whatsoever, in any litigation except litigation stemming

from the CONSULTANT's negligence or breach of this Contract. Should such services be required, a supplemental agreement may be negotiated between the CITY and the CONSULTANT describing the services desired and providing a basis for compensation to the CONSULTANT.

4. **Time of Completion**. CONSULTANT shall commence services upon receipt of a written notice signed by the OWNER's Representative. CONSULTANT shall include in its proposal a schedule for the Scope of Work defined by CITY. The schedule will be agreed upon on a project by project basis. CONSULTANT shall complete work in accordance with the schedule. CONSULTANT shall accelerate performance of services in the manner directed by CITY, in the event CITY in its reasonable discretion, determines that such acceleration is necessary to maintain the schedule.

5. **Fees**. The CITY agrees to pay to CONSULTANT for its services, as set forth in Exhibit A, a fee based upon an approved written proposal for each Work Order to be completed under the Contract.

   5.1 The method of compensation will be established by the CITY based on the scope of each Work Order from the following options.

   a. For Work Orders where the scope can be reasonably defined and has a specific schedule, compensation shall be a Lump Sum for each task calculated based on the estimated hours to be worked by the CONSULTANT for each of the tasks or subtasks multiplied by the standard hourly rates as agreed to in Exhibit C. Based on this calculation, a Lump Sum fee for each task will then be agreed to by the CITY and CONSULTANT prior to authorization of the Work Order. The total of the Lump Sum fees for all tasks in a Work Order shall be the total and complete amount payable to the CONSULTANT for performance of the Work Order and shall include the cost of all labor, overhead, profit, direct project expenses and expenses of any nature associated with completion of the Work Order tasks.

   b. For indeterminate Work Orders, where the scope and/or schedule cannot be reasonably defined, compensation shall be on a "time & materials" basis with a preliminary, "not to exceed" budget agreed to by the CONSULTANT and CITY. Compensation shall be made for actual work performed in accordance with the schedule of rates included as Exhibit C.

   5.2 Reimbursable expenses shall include only the actual and necessary costs and expenses reasonably and properly incurred by the CONSULTANT in connection with the services rendered under this Contract. Reimbursable expenses shall include the costs of any subconsultants utilized for the completion of authorized services. The costs and expenses shall be invoiced by the CONSULTANT at

their actual cost with no markup allowed. CONSULTANT shall provide any documentation required by the CITY related to said costs and expenses.

5.3 The CONSULTANT shall not exceed the approved Work Order cost without prior written approval from the CITY. Any increases in the actual work tasks or the level of effort for each work task shall be considered additional services for which the CONSULTANT will be entitled to additional compensation, using the methods defined in this Section of the Contract, and as mutually agreed to by the CITY and CONSULTANT.

5.4 The CONSULTANT shall submit invoices for services provided and fees earned on a monthly basis. Such invoicing shall be supported by a Progress Report showing the actual tasks performed and their relationship to the percentage of fee claimed. All progress reports and invoices shall be mailed to the attention of the CITY's Director of Public Works, 1411 9th St. W., Bradenton, Florida 34205.

5.5 Monthly invoices shall be paid by the CITY in accordance with Florida Statute 218.74. Resolution of improper payment requests or disputes between the CITY and the CONSULTANT will be resolved in accordance with Florida Statute 287.76.

6.0 **Ownership of Documents**. All drawings, computations, details, design calculations and other documents and plans (Work Product) that result from the CONSULTANT's services under this Contract are to become the property of the CITY upon full payment for services owed to CONSULTANT. Documents prepared by the CONSULTANT pursuant to this Contract are not intended nor represented to be suitable for reuse by the CITY or others on extensions of a Project or on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from the CONSULTANT shall be at the CITY's sole risk and without liability to the CONSULTANT. Further, any and all liability arising out of changes made to the CONSULTANT's deliverables to the CITY made under this Contract by the CITY or persons other than the CONSULTANT is waived as against the CONSULTANT and the CITY assumes full responsibility for such changes unless the CITY has given the CONSULTANT prior notice and has received from the CONSULTANT written consent for such changes.

7.0 **Insurance**. The CONSULTANT shall procure and maintain at the CONSULTANT's own expense, for the entire term of this Contract, the following insurance coverage. Within 10 days following the approval of this Contract, the CONSULTANT shall furnish the CITY a certificate or certificates of insurance in a form satisfactory to the CITY showing that CONSULTANT complies with the requirements of this paragraph. All certificates shall specify the policy shall not be cancelled without providing written notice to the CITY at least 30 days prior to any cancellation. The CITY shall be named as an additional insured on each policy as appropriate.

7.1 Worker's Compensation – Unless otherwise allowed by Florida law, and approved by the CITY, CONSULTANT shall provide Worker's Compensation for all employees, with minimum limits statutory for Worker's Compensation and $1,000,000 for Employer's Liability.

7.2 Commercial General Liability – the limits are to be applicable only to work performed under this Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO form CG 25 03) to a Commercial General Liability Policy with the following minimum limits:

- **Products/Completed Operations Aggregate** **$1,000,000**
- **Personal and Advertising Injury** **$500,000**
- **Each Occurrence** **$500,000**

7.3 Comprehensive Automobile Liability – The CONSULTANT shall provide coverage for Each Occurrence Bodily Injury and Property Damage Liability Combined of not less than $1,000,000. Annual Aggregate (if applicable) Three (3) Times the Each Occurrence Limit.

7.4 Professional Liability Insurance – Professional Liability Insurance (including coverage for the Schedule of Fees and Services to be performed under this Contract), for protection from negligent acts, errors, and omissions of CONSULTANT from or in connection with the performance of CONSULTANT's services. CONSULTANT must maintain a comprehensive liability policy, including errors and omissions coverage, issued to CONSULTANT as the insured. Said policy shall be issued and underwritten by a licensed insurer, authorized as such in the State of Florida. Said policy shall provide coverage for the acts or omissions of CONSULTANT in a minimum amount of $1,000,000.00 per claim. Said comprehensive professional liability policy shall be underwritten by an insurer who, in the most current edition of Best's Key Rating Guide, has (1) a rating classification of "A" or better, and (2) a financial size category rating of Class IV or higher.

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

9.0 **Termination, Suspension, Disputes, or Abandonment**. This Contract may be terminated by either party for failure of the other party to substantially perform their obligations under this Contract. The CITY shall have the sole right and option to suspend or terminate this Contract without cause, provided that 30 days' prior notice is given to the CONSULTANT.

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11.1 CONSULTANT shall coordinate the services and work product of any subconsultants and remain fully responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT or its subconsultants, and CONSULTANT shall review and approve of any designs, drawings, specifications, shop drawings, submittals, or other services produced or furnished by any subconsultants prior to submittal to the CITY.

CONSULTANT shall correct or revise any subconsultant errors or deficiencies in the designs, drawings, specifications or other services produced pursuant to this Contract and shall provide CITY with such corrections or revisions at its sole expense.

11.2 Any subconsultant agreement shall reflect the terms of this Contract and require the subconsultant, to the extent of the services to be performed by the subconsultant, to assume toward CONSULTANT all the obligations which CONSULTANT by this Contract assumes toward the CITY, it being understood that nothing herein shall in any way relieve CONSULTANT from any of its duties under this Contract.

11.3 CONSULTANT shall cooperate at all times with CITY, and cooperate and coordinate with, and incorporate the work product of, any separate consultant, in any fashion appropriate or necessary to facilitate the design and construction of Continuing Services Projects within the project's budget and schedule. In the event CITY so elects and upon written mutual consent (which consent shall not be unreasonably withheld), as evidenced by a Work Order under this Contract, CONSULTANT shall accept any assignment of any agreement or contract CITY may have with any separate consultant.

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

12.1 CONSULTANT shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service;

12.2 CONSULTANT shall provide the public with access to public records on the same terms and conditions that the CITY would provide and at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law;

12.3 CONSULTANT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;

12.4 CONSULTANT shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of CONSULTANT upon termination of the Contract and destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. All records stored electronically must be provided to CITY in a format that is compatible with the CITY's information technology systems;

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13.0 Limitation of Liability.

13.1 Neither the CITY nor the CONSULTANT shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

13.2 PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

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

City Clerk
Phone: (941) 932-9400
Email: Cityclerk@Cityofbradenton.com
Mailing Address: 101 Old Main Street – Bradenton, FL 34205

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Agreement upon the terms and conditions above stated, this _____day of _____, 20__.

CONSULTANT

NOVA Engineering & Environmental, LLC

4524 Oak Fair Boulevard, Suite 200

Tampa, Florida 33610

By:_____

Witness for CONSULTANT:

By:_____

CITY

City of Bradenton

1411 9th Street West

Bradenton, Florida 34205

By:_____

Gene Brown

Mayor, City of Bradenton

Witness for CITY:

By:_____

Tamara Melton

City Clerk

Approved as to Form:

By:_____

Scott Rudacille

City Attorney

Attachments

Exhibit A – Scope of Services
Exhibit B – Key Personnel
Exhibit C- Standard Hourly Rate Schedule

4.5 GEOTECHNICAL ENGINEERING SERVICES CONTRACT

The general scope of work to be provided to accomplish the CITY's objective includes a broad range of professional geotechnical engineering services related to miscellaneous projects as may be designated by the CITY. The types of assignments that may be required during the duration of this Contract include but are not necessarily limited to the following:

a) Soil mapping and classification

b) Subsurface explorations/geophysical surveys

c) Soil and materials testing services

d) Settlement analyses

e) Sinkhole evaluations
   - Risk assessments
   - Remediation Design

f) Geotechnical evaluation/design recommendations
   - Shallow and deep foundations
   - Pile foundations
   - Retaining walls
   - Slabs on grade
   - Roadways and bridges
   - Dams
   - Utility pipelines
     - Open cut excavations
     - Horizontal directional drills
     - Jack and bore crossings
   - Stormwater Ponds
   - Value engineering

Exhibit B - Key Personnel

•	Jason Hill, Executive Vice President – Principal	$	180.00/hour
•	Dany Romero, PE, Regional Manager	$	150.00/hour
•	Andres Alberdi, MCE, PE, Senior Engineer	$	150.00/hour
•	Timothy Foster, Senior Project Manager	$	150.00/hour
•	Brian Schnier, Senior Project Manager	$	150.00/hour
•	Thomas Powell, CWI, Project Manager	$	120.00/hour
•	McKenna Christensen, Project Manager	$	120.00/hour
•	Cody Powell, Project Manager	$	120.00/hour
•	Mark C. Bottorff, Project Scientist	$	105.00/hour
•	Gregg Eldred, CWI, Engineering Assistant	$	85.00/hour
•	Shawn Cullen, CWI, Engineering Assistant	$	85.00/hour
•	Bruce McKinnes, Senior Environmental Technician	$	85.00/hour
•	Justin Spence, Senior Engineering Technician	$	75.00/hour
•	Cody Gunter, Senior Engineering Technician	$	75.00/hour
•	William Robinson, Engineering Technician	$	50.00/hour
•	Cody McGlashan, Engineering Technician	$	50.00/hour
•	Joshua Cajigas, Engineering Technician	$	50.00/hour
•	George Artalona, Engineering Technician	$	50.00/hour
•	Daniel Nelson, Laboratory Technician	$	50.00/hour
•	Gavin Canan, Laboratory Technician	$	50.00/hour
•	Aberlyna Fields, Clerical	$	50.00/hour
•	Kathleen Williams, Clerical	$	50.00/hour

Exhibit C - Standard Hourly Rate Schedule

1.0 ENGINEER'S FEES

	Engineering Testing			
.1	Asphalt Testing			
.1	Asphalt Concrete Extraction & Gradations	$	280.00	/sample
.2	Concrete Masonry Units – Concrete Compression			
.1	Individual Units	$	125.00	/unit
.2	Absorption & Unit Weight	$	80.00	/unit
.3	Masonry Prism Assembly (Sets of 5)			
.1	Assembly, transporting and compression testing	$	500.00	/set of 5
.4	Concrete Cylinders – Make & Compression			
.1	Test Cylinders (set of 4)	$	47.00	/cyl
.5	Concrete Coring – Testing of Cores, Compression			
.1	Test (trim, cap & break)	$	50.00	/core
.6	Soil Borings – Standard Penetration Boring (ASTM D1586)			
.1	Borings 0-50	$	14.00	/ft
	51-100	$	18.00	/ft
	101-150	$	23.00	/ft
	Minimum charge (plus equipment rental)	$	2,200.00	
.2	Auger Boring (ASTM D1452) 10' max. for water table	$	10.00	/ft
.3	Field Permeability	$	500.00	/test
.4	Grouting Bore holes	$	5.00	/LF
.5	Mobilize Truck-mount Drill Equipment (mobilization)	$	500.00	/ea
.7	Soil Mechanics Tests			
.1	Atterburg Limits – ASTM	$	80.00	/ea
.2	Florida Bearing Value			
.1	Individual Samples	$	25.00	/sample
.2	Determination of Blend	$	125.00	/sample
.3	Particle Size Analysis	$	70.00	/sample
.4	Lime rock Bearing Ratio	$	350.00	/sample
.5	Moisture-Density Tests (AASHTO OR ASTM)	$	110.00	/test
.6	Permeability Test: Falling Head, Lab Test	$	260.00	/test
.7	Moisture Determination	$	20.00	/sample
.8	In-Place Density Test: Local Area (min/4)	$	22.00	/test
.9	Percolation Test	$	250.00	/test
.8	Welding Inspection – Visual	$	85.00	/hour
.9	Bolted Connection - Torque Tests	$	85.00	/hour

Fixed hourly rates:

.1	Principal / Expert Witness	$	180.00
.2	Sr. Engineer/Sr. Project Manager	$	150.00
.3	Project Engineer/Project Manager	$	120.00
.4	Staff Engineer/Project Scientist	$	105.00
.5	Engineering Assistant / Draftsman	$	85.00
.6	Sr. Engineering Technician/Laboratory Technician	$	75.00
.7	Engineering Technician / Clerical	$	50.00

Miscellaneous Services

A. Transportation/Sample Transportation, per trip .....$ 50.00

B. Expenses for special subcontractors, equipment, supplies, permits, or other items not customarily provided by NOVA will be charged at cost plus 15%.

1. These hourly rates are portal-to-portal. Normal working hours are Monday through Friday, 7:00 a.m. to 5:00 p.m. Overtime rates will be applicable for technician services provided outside normal working hours, over 8 hours per day and on Saturdays, Sundays and holidays at 1.5 times the standard hourly rate.

2. Other services and tests are available upon request.

3. There is a 2-hour minimum for all field services.

4. These rates are effective for 12 months.

City of Bradenton, Florida

Professional Services Agreement

RFP 22-029TWS: Facilities Engineering Design Services

This CONTINUING SERVICES CONTRACT (the "Contract"), is made this ___ day of _____ 20__, between the CITY OF BRADENTON (hereafter referred to as "CITY" or "CLIENT") a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205, and OCI associates, Inc. (herein after referred to as "CONSULTANT"), with a principal office located at 4100 Kennedy Drive, Suite 235, Tampa, FL 33609.

WHEREAS, the CITY desires to obtain Facilities Engineering Design services from CONSULTANT for assigned projects in Bradenton, Florida (herein after referred to as "Continuing Services Projects") and issued RFP 22-029TWS pursuant to Section 287.055 of Florida Statutes, to find qualified professionals to fulfill the need for these services; and

WHEREAS, the Term of Contract is three (3) years from execution of the Contract, and CITY may, at its option, with mutual agreement from CONSULTANT, renew this Contract at the end of the Term for up to two (2) one-year extensions; and

WHEREAS, the CITY retains CONSULTANT to perform the services described herein on an "as needed" basis, as designated, authorized, and assigned by the CITY, and the CITY agrees to compensate CONSULTANT for such services in accordance with this Contract; and

WHEREAS, it is the primary intent of this Contract to ensure that CONSULTANT is available to provide professional services, in accordance with mutually agreed upon conditions, and the CITY has complied with all requirements of the Consultants Competitive Negotiation Act, in selection of CONSULTANT for this Contract; and

NOW, THEREFORE, the CITY and CONSULTANT, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals**. The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Contract.

2. **Request for Qualifications**. Request for Proposals (RFP) 22-029TWS and the CONSULTANT's response thereto are incorporated into this Contract by reference. In the event of any conflict between the relevant documents, any such conflict shall be resolved by first looking to this contract, second looking to the CONSULTANT's response and third looking to the RFP.

3. **Scope of Services**.

   3.1 The CONSULTANT's services consist of those services performed by the CONSULTANT, CONSULTANT's employees, and CONSULTANT's Sub-Consultants as enumerated and described in Exhibit A – Scope of Services in connection with this Continuing Service Contract. [TA1]

   3.2 The CONSULTANT's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the CITY, the CONSULTANT shall submit within 48 hours for the CITY's approval, a proposal for the performance of the CONSULTANT's services. The proposal shall contain a description of scope of proposed service, schedule upon which services will be provided, and all fees for services as described in Article 5. Time limits established by this proposal as approved by the CITY shall not, except for reasonable cause, be exceeded by the CONSULTANT or CITY.

   3.3 The CONSULTANT shall use the Project Team as designated from among the individuals listed on Exhibit B, Key Employees. The CONSULTANT shall not remove or replace any members of the Project Team, except upon written notice to and approval by the CITY based upon good cause shown. CITY's approval of such requests for team changes shall not be unreasonably withheld.

   3.4 All services rendered by the CONSULTANT shall be conducted under the responsible charge of persons properly licensed and certified in accordance with Florida Statutes and other applicable rules and regulations. Proof of Certification for each individual professional providing service shall be provided by the CONSULTANT to the CITY prior to services being rendered.

   3.5 It is understood and agreed that the CONSULTANT's services under this Contract do not include participation, whatsoever, in any litigation except litigation stemming

from the CONSULTANT's negligence or breach of this Contract. Should such services be required, a supplemental agreement may be negotiated between the CITY and the CONSULTANT describing the services desired and providing a basis for compensation to the CONSULTANT.

4. **Time of Completion**. CONSULTANT shall commence services upon receipt of a written notice signed by the OWNER's Representative. CONSULTANT shall include in its proposal a schedule for the Scope of Work defined by CITY. The schedule will be agreed upon on a project by project basis. CONSULTANT shall complete work in accordance with the schedule. CONSULTANT shall accelerate performance of services in the manner directed by CITY, in the event CITY in its reasonable discretion, determines that such acceleration is necessary to maintain the schedule.

5. **Fees**. The CITY agrees to pay to CONSULTANT for its services, as set forth in Exhibit A, a fee based upon an approved written proposal for each Work Order to be completed under the Contract.

5.1 The method of compensation will be established by the CITY based on the scope of each Work Order from the following options.

a. For Work Orders where the scope can be reasonably defined and has a specific schedule, compensation shall be a Lump Sum for each task calculated based on the estimated hours to be worked by the CONSULTANT for each of the tasks or subtasks multiplied by the standard hourly rates as agreed to in Exhibit C. Based on this calculation, a Lump Sum fee for each task will then be agreed to by the CITY and CONSULTANT prior to authorization of the Work Order. The total of the Lump Sum fees for all tasks in a Work Order shall be the total and complete amount payable to the CONSULTANT for performance of the Work Order and shall include the cost of all labor, overhead, profit, direct project expenses and expenses of any nature associated with completion of the Work Order tasks.

b. For indeterminate Work Orders, where the scope and/or schedule cannot be reasonably defined, compensation shall be on a "time & materials" basis with a preliminary, "not to exceed" budget agreed to by the CONSULTANT and CITY. Compensation shall be made for actual work performed in accordance with the schedule of rates included as Exhibit C.

5.2 Reimbursable expenses shall include only the actual and necessary costs and expenses reasonably and properly incurred by the CONSULTANT in connection with the services rendered under this Contract. Reimbursable expenses shall include the costs of any subconsultants utilized for the completion of authorized services. The costs and expenses shall be invoiced by the CONSULTANT at

their actual cost with no markup allowed. CONSULTANT shall provide any documentation required by the CITY related to said costs and expenses.

5.3 The CONSULTANT shall not exceed the approved Work Order cost without prior written approval from the CITY. Any increases in the actual work tasks or the level of effort for each work task shall be considered additional services for which the CONSULTANT will be entitled to additional compensation, using the methods defined in this Section of the Contract, and as mutually agreed to by the CITY and CONSULTANT.

5.4 The CONSULTANT shall submit invoices for services provided and fees earned on a monthly basis. Such invoicing shall be supported by a Progress Report showing the actual tasks performed and their relationship to the percentage of fee claimed. All progress reports and invoices shall be mailed to the attention of the CITY's Director of Public Works, 1411 9th St. W., Bradenton, Florida 34205.

5.5 Monthly invoices shall be paid by the CITY in accordance with Florida Statute 218.74. Resolution of improper payment requests or disputes between the CITY and the CONSULTANT will be resolved in accordance with Florida Statute 287.76.

6.0 **Ownership of Documents**. All drawings, computations, details, design calculations and other documents and plans (Work Product) that result from the CONSULTANT's services under this Contract are to become the property of the CITY upon full payment for services owed to CONSULTANT. Documents prepared by the CONSULTANT pursuant to this Contract are not intended nor represented to be suitable for reuse by the CITY or others on extensions of a Project or on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from the CONSULTANT shall be at the CITY's sole risk and without liability to the CONSULTANT. Further, any and all liability arising out of changes made to the CONSULTANT's deliverables to the CITY made under this Contract by the CITY or persons other than the CONSULTANT is waived as against the CONSULTANT and the CITY assumes full responsibility for such changes unless the CITY has given the CONSULTANT prior notice and has received from the CONSULTANT written consent for such changes.

7.0 **Insurance**. The CONSULTANT shall procure and maintain at the CONSULTANT's own expense, for the entire term of this Contract, the following insurance coverage. Within 10 days following the approval of this Contract, the CONSULTANT shall furnish the CITY a certificate or certificates of insurance in a form satisfactory to the CITY showing that CONSULTANT complies with the requirements of this paragraph. All certificates shall specify the policy shall not be cancelled without providing written notice to the CITY at least 30 days prior to any cancellation. The CITY shall be named as an additional insured on each policy as appropriate.

7.1 Worker's Compensation – Unless otherwise allowed by Florida law, and approved by the CITY, CONSULTANT shall provide Worker's Compensation for all employees, with minimum limits statutory for Worker's Compensation and $1,000,000 for Employer's Liability.

7.2 Commercial General Liability – the limits are to be applicable only to work performed under this Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO form CG 25 03) to a Commercial General Liability Policy with the following minimum limits:

- **Products/Completed Operations Aggregate $1,000,000**
- **Personal and Advertising Injury $500,000**
- **Each Occurrence $500,000**

7.3 Comprehensive Automobile Liability – The CONSULTANT shall provide coverage for Each Occurrence Bodily Injury and Property Damage Liability Combined of not less than $1,000,000. Annual Aggregate (if applicable) Three (3) Times the Each Occurrence Limit.

7.4 Professional Liability Insurance – Professional Liability Insurance (including coverage for the Schedule of Fees and Services to be performed under this Contract), for protection from negligent acts, errors, and omissions of CONSULTANT from or in connection with the performance of CONSULTANT's services. CONSULTANT must maintain a comprehensive liability policy, including errors and omissions coverage, issued to CONSULTANT as the insured. Said policy shall be issued and underwritten by a licensed insurer, authorized as such in the State of Florida. Said policy shall provide coverage for the acts or omissions of CONSULTANT in a minimum amount of $1,000,000.00 per claim. Said comprehensive professional liability policy shall be underwritten by an insurer who, in the most current edition of Best's Key Rating Guide, has (1) a rating classification of "A" or better, and (2) a financial size category rating of Class IV or higher.

7.5 Certificates of Insurance and Copies of Policies – Certificates of Insurance in triplicate evidencing the insurance coverage specified in the above paragraphs shall be filed with the CITY's Purchasing Manager before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and shall refer specifically to the proposal number, project title, and location of project. Insurance shall remain in force for a minimum of one (1) year after completion and acceptance of the project by the CITY, in the amounts and types as stated herein, including coverage for all products and services completed under this Contract.

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

9.0 **Termination, Suspension, Disputes, or Abandonment**. This Contract may be terminated by either party for failure of the other party to substantially perform their obligations under this Contract. The CITY shall have the sole right and option to suspend or terminate this Contract without cause, provided that 30 days' prior notice is given to the CONSULTANT.

9.1 In the event of termination, the CITY shall pay the CONSULTANT for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses, and the CITY shall have no further obligation to CONSULTANT for payment to CONSULTANT of the remainder of its fees, unless and until Continuing Services Projects are resumed by the CITY.

10.0 **Term**. The term of this Contract is for a period of three (3) years, commencing on the date of execution of this Contract. The CITY reserves the right, upon written request from the CONSULTANT, to extend this Contract up to two (2) times, with each extension for a period of one (1) year. Such extensions shall be subject to the same terms and conditions, as stated herein.

11.0 **Subconsultants**. Any proposed subconsultants the CONSULTANT wishes to utilize as part of its services for any Work Order shall be submitted to the CITY for approval prior to CONSULTANT entering into a subconsultant agreement. Such approval by the CITY shall not be unreasonably withheld. CITY shall not be liable to CONSULTANT in any manner whatsoever arising out of the CITY's objection to a proposed subconsultant.

11.1 CONSULTANT shall coordinate the services and work product of any subconsultants and remain fully responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT or its subconsultants, and CONSULTANT shall review and approve of any designs, drawings, specifications, shop drawings, submittals, or other services produced or furnished by any subconsultants prior to submittal to the CITY.

CONSULTANT shall correct or revise any subconsultant errors or deficiencies in the designs, drawings, specifications or other services produced pursuant to this Contract and shall provide CITY with such corrections or revisions at its sole expense.

11.2 Any subconsultant agreement shall reflect the terms of this Contract and require the subconsultant, to the extent of the services to be performed by the subconsultant, to assume toward CONSULTANT all the obligations which CONSULTANT by this Contract assumes toward the CITY, it being understood that nothing herein shall in any way relieve CONSULTANT from any of its duties under this Contract.

11.3 CONSULTANT shall cooperate at all times with CITY, and cooperate and coordinate with, and incorporate the work product of, any separate consultant, in any fashion appropriate or necessary to facilitate the design and construction of Continuing Services Projects within the project's budget and schedule. In the event CITY so elects and upon written mutual consent (which consent shall not be unreasonably withheld), as evidenced by a Work Order under this Contract, CONSULTANT shall accept any assignment of any agreement or contract CITY may have with any separate consultant.

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

12.1 CONSULTANT shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service;

12.2 CONSULTANT shall provide the public with access to public records on the same terms and conditions that the CITY would provide and at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law;

12.3 CONSULTANT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;

12.4 CONSULTANT shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of CONSULTANT upon termination of the Contract and destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. All records stored electronically must be provided to CITY in a format that is compatible with the CITY's information technology systems;

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

13.0 Limitation of Liability.

13.1 Neither the CITY nor the CONSULTANT shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

13.2 PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

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

City Clerk
Phone: (941) 932-9400
Email: Cityclerk@Cityofbradenton.com
Mailing Address: 101 Old Main Street – Bradenton, FL 34205

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Agreement upon the terms and conditions above stated, this _____day of _____, 20__.

CONSULTANT

OCI Associates, Inc.

4100 Kennedy Drive, Suite 235

Tampa, Florida 33609

By:_____

Amir Kazeminia, PE, President/CEO

Witness for CONSULTANT:

By:_____

Randy Stewart, Principal

CITY

City of Bradenton

1411 9th Street West

Bradenton, Florida 34205

By:_____

Gene Brown

Mayor, City of Bradenton

Witness for CITY:

By:_____

Tamara Melton

City Clerk

Approved as to Form:

By:_____

Scott Rudacille

City Attorney

Attachments

Exhibit A – Scope of Services
Exhibit B – Key Personnel
Exhibit C- Standard Hourly Rate Schedule

Exhibit A – Scope of Services

4.4 FACILITIES MECHANICAL-ELECTRICAL-PLUMBING (MEP)/STRUCTURAL ENGINEERING SERVICES CONTRACT

The general scope of work to be provided to accomplish the CITY's objective includes a broad range of professional MEP and structural engineering services related to miscellaneous projects as may be designated by the CITY. The types of assignments that may be required during the duration of this Contract include but are not necessarily limited to the following:

a) HVAC system evaluations and renovation designs
b) Electrical system evaluations and renovation designs
c) Electrical engineering
d) Fire protection system evaluation and design
e) Life safety evaluations
f) Lighting evaluations and design
g) Mechanical engineering
h) Emergency generator evaluations
i) Security system evaluation and design
j) Lightning protection system evaluation and design
k) Arc Flash assessments and remediation design
l) Facilities plumbing system evaluation and renovation design
m) Solar energy facilities assessment and design
n) Structural design and analysis
o) Structural calculations
p) Building inspections
q) Building damage assessment
r) Building renovation and restoration
s) Structural engineer of record services
t) Threshold inspection
u) Wind and lateral stability analysis
v) Foundation design
w) Code compliance reviews
x) Evaluation of existing roofing systems and reroof design
y) value engineering

Exhibit B - Key Personnel

Amir Kazeminia, PE
President/CEO
Principal-In-Charge
Senior Mechanical Engineer
P. 407-332-5110 Cell 407-399-5117

Jason Smith, P.E., LEED AP BD+C, CEM
Principal | Director of Mechanical Engineering
Senior Mechanical Engineer
P. 407-332-5110 Cell 407-701-0703

Keith Liatsos, P.E.
Principal | Director of Electrical Engineering
Senior Electrical Engineer
P. 407-332-5110

Gary Wydock, E.I
Principal | Senior Project Manager
Division Co-Director - Fort Myers
P. 239-454-5117 Cell 239-462-4188

Mark Kramer E.I.
Principal | Senior Project Manager
Division Co-Director - Fort Myers
P. 239-454-5117 Cell 239-464-0221

Exhibit C - Standard Hourly Rate Schedule

2023 HOURLY RATES

CLASSIFICATION	HOURLY RATE
Principal	**$210.00/hour**
Registered Professional Engineer	**$195.00/hour**
Senior Project Manager	**$170.00/hour**
Senior Project Engineer	**$170.00/hour**
IT / AV Systems Design Engineering	**$160.00/hour**
Lighting Design Engineering	**$160.00/hour**
Project Engineer	**$135.00/hour**
Senior Designer	**$110.00/hour**
Designer	**$ 90.00/hour**
CAD Operator	**$ 80.00/hour**
Clerical	**$ 70.00/hour**

City of Bradenton, Florida

Professional Services Agreement

RFP 22-029TWS: Environmental Testing Services

This CONTINUING SERVICES CONTRACT (the "Contract"), is made this 27th day of Februrary 2023, between the CITY OF BRADENTON (hereafter referred to as "CITY" or "CLIENT") a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205, and OHC Environmental Engineering. (herein after referred to as "CONSULTANT"), with a principal office located at 101 S. Hoover Blvd, Suite 101, Tampa, FL 33609.

WHEREAS, the CITY desires to obtain Environmental Testing services from CONSULTANT for assigned projects in Bradenton, Florida (herein after referred to as "Continuing Services Projects") and issued RFP 22-029TWS pursuant to Section 287.055 of Florida Statutes, to find qualified professionals to fulfill the need for these services; and

WHEREAS, the Term of Contract is three (3) years from execution of the Contract, and CITY may, at its option, with mutual agreement from CONSULTANT, renew this Contract at the end of the Term for up to two (2) one-year extensions; and

WHEREAS, the CITY retains CONSULTANT to perform the services described herein on an "as needed" basis, as designated, authorized, and assigned by the CITY, and the CITY agrees to compensate CONSULTANT for such services in accordance with this Contract; and

WHEREAS, it is the primary intent of this Contract to ensure that CONSULTANT is available to provide professional services, in accordance with mutually agreed upon conditions, and the CITY has complied with all requirements of the Consultants Competitive Negotiation Act, in selection of CONSULTANT for this Contract; and

NOW, THEREFORE, the CITY and CONSULTANT, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals**. The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Contract.

2. **Request for Qualifications**. Request for Proposals (RFP) 22-029TWS and the CONSULTANT's response thereto are incorporated into this Contract by reference. In the event of any conflict between the relevant documents, any such conflict shall be resolved by first looking to this contract, second looking to the CONSULTANT's response and third looking to the RFP.

3. **Scope of Services**.

   3.1 The CONSULTANT's services consist of those services performed by the CONSULTANT, CONSULTANT's employees, and CONSULTANT's Sub-Consultants as enumerated and described in Exhibit A – Scope of Services in connection with this Continuing Service Contract. [TA1]

   3.2 The CONSULTANT's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the CITY, the CONSULTANT shall submit within 48 hours for the CITY's approval, a proposal for the performance of the CONSULTANT's services. The proposal shall contain a description of scope of proposed service, schedule upon which services will be provided, and all fees for services as described in Article 5. Time limits established by this proposal as approved by the CITY shall not, except for reasonable cause, be exceeded by the CONSULTANT or CITY.

   3.3 The CONSULTANT shall use the Project Team as designated from among the individuals listed on Exhibit B, Key Employees. The CONSULTANT shall not remove or replace any members of the Project Team, except upon written notice to and approval by the CITY based upon good cause shown. CITY's approval of such requests for team changes shall not be unreasonably withheld.

   3.4 All services rendered by the CONSULTANT shall be conducted under the responsible charge of persons properly licensed and certified in accordance with Florida Statutes and other applicable rules and regulations. Proof of Certification for each individual professional providing service shall be provided by the CONSULTANT to the CITY prior to services being rendered.

   3.5 It is understood and agreed that the CONSULTANT's services under this Contract do not include participation, whatsoever, in any litigation except litigation stemming

from the CONSULTANT's negligence or breach of this Contract. Should such services be required, a supplemental agreement may be negotiated between the CITY and the CONSULTANT describing the services desired and providing a basis for compensation to the CONSULTANT.

4. **Time of Completion**. CONSULTANT shall commence services upon receipt of a written notice signed by the OWNER's Representative. CONSULTANT shall include in its proposal a schedule for the Scope of Work defined by CITY. The schedule will be agreed upon on a project by project basis. CONSULTANT shall complete work in accordance with the schedule. CONSULTANT shall accelerate performance of services in the manner directed by CITY, in the event CITY in its reasonable discretion, determines that such acceleration is necessary to maintain the schedule.

5. **Fees**. The CITY agrees to pay to CONSULTANT for its services, as set forth in Exhibit A, a fee based upon an approved written proposal for each Work Order to be completed under the Contract.

5.1 The method of compensation will be established by the CITY based on the scope of each Work Order from the following options.

a. For Work Orders where the scope can be reasonably defined and has a specific schedule, compensation shall be a Lump Sum for each task calculated based on the estimated hours to be worked by the CONSULTANT for each of the tasks or subtasks multiplied by the standard hourly rates as agreed to in Exhibit C. Based on this calculation, a Lump Sum fee for each task will then be agreed to by the CITY and CONSULTANT prior to authorization of the Work Order. The total of the Lump Sum fees for all tasks in a Work Order shall be the total and complete amount payable to the CONSULTANT for performance of the Work Order and shall include the cost of all labor, overhead, profit, direct project expenses and expenses of any nature associated with completion of the Work Order tasks.

b. For indeterminate Work Orders, where the scope and/or schedule cannot be reasonably defined, compensation shall be on a "time & materials" basis with a preliminary, "not to exceed" budget agreed to by the CONSULTANT and CITY. Compensation shall be made for actual work performed in accordance with the schedule of rates included as Exhibit C.

5.2 Reimbursable expenses shall include only the actual and necessary costs and expenses reasonably and properly incurred by the CONSULTANT in connection with the services rendered under this Contract. Reimbursable expenses shall include the costs of any subconsultants utilized for the completion of authorized services. The costs and expenses shall be invoiced by the CONSULTANT at

their actual cost with no markup allowed. CONSULTANT shall provide any documentation required by the CITY related to said costs and expenses.

5.3 The CONSULTANT shall not exceed the approved Work Order cost without prior written approval from the CITY. Any increases in the actual work tasks or the level of effort for each work task shall be considered additional services for which the CONSULTANT will be entitled to additional compensation, using the methods defined in this Section of the Contract, and as mutually agreed to by the CITY and CONSULTANT.

5.4 The CONSULTANT shall submit invoices for services provided and fees earned on a monthly basis. Such invoicing shall be supported by a Progress Report showing the actual tasks performed and their relationship to the percentage of fee claimed. All progress reports and invoices shall be mailed to the attention of the CITY's Director of Public Works, 1411 9th St. W., Bradenton, Florida 34205.

5.5 Monthly invoices shall be paid by the CITY in accordance with Florida Statute 218.74. Resolution of improper payment requests or disputes between the CITY and the CONSULTANT will be resolved in accordance with Florida Statute 287.76.

6.0 **Ownership of Documents**. All drawings, computations, details, design calculations and other documents and plans (Work Product) that result from the CONSULTANT's services under this Contract are to become the property of the CITY upon full payment for services owed to CONSULTANT. Documents prepared by the CONSULTANT pursuant to this Contract are not intended nor represented to be suitable for reuse by the CITY or others on extensions of a Project or on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from the CONSULTANT shall be at the CITY's sole risk and without liability to the CONSULTANT. Further, any and all liability arising out of changes made to the CONSULTANT's deliverables to the CITY made under this Contract by the CITY or persons other than the CONSULTANT is waived as against the CONSULTANT and the CITY assumes full responsibility for such changes unless the CITY has given the CONSULTANT prior notice and has received from the CONSULTANT written consent for such changes.

7.0 **Insurance**. The CONSULTANT shall procure and maintain at the CONSULTANT's own expense, for the entire term of this Contract, the following insurance coverage. Within 10 days following the approval of this Contract, the CONSULTANT shall furnish the CITY a certificate or certificates of insurance in a form satisfactory to the CITY showing that CONSULTANT complies with the requirements of this paragraph. All certificates shall specify the policy shall not be cancelled without providing written notice to the CITY at least 30 days prior to any cancellation. The CITY shall be named as an additional insured on each policy as appropriate.

7.1 Worker's Compensation – Unless otherwise allowed by Florida law, and approved by the CITY, CONSULTANT shall provide Worker's Compensation for all employees, with minimum limits statutory for Worker's Compensation and $1,000,000 for Employer's Liability.

7.2 Commercial General Liability – the limits are to be applicable only to work performed under this Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO form CG 25 03) to a Commercial General Liability Policy with the following minimum limits:

- **Products/Completed Operations Aggregate $1,000,000**
- **Personal and Advertising Injury $500,000**
- **Each Occurrence $500,000**

7.3 Comprehensive Automobile Liability – The CONSULTANT shall provide coverage for Each Occurrence Bodily Injury and Property Damage Liability Combined of not less than $1,000,000. Annual Aggregate (if applicable) Three (3) Times the Each Occurrence Limit.

7.4 Professional Liability Insurance – Professional Liability Insurance (including coverage for the Schedule of Fees and Services to be performed under this Contract), for protection from negligent acts, errors, and omissions of CONSULTANT from or in connection with the performance of CONSULTANT's services. CONSULTANT must maintain a comprehensive liability policy, including errors and omissions coverage, issued to CONSULTANT as the insured. Said policy shall be issued and underwritten by a licensed insurer, authorized as such in the State of Florida. Said policy shall provide coverage for the acts or omissions of CONSULTANT in a minimum amount of $1,000,000.00 per claim. Said comprehensive professional liability policy shall be underwritten by an insurer who, in the most current edition of Best's Key Rating Guide, has (1) a rating classification of "A" or better, and (2) a financial size category rating of Class IV or higher.

7.5 Certificates of Insurance and Copies of Policies – Certificates of Insurance in triplicate evidencing the insurance coverage specified in the above paragraphs shall be filed with the CITY's Purchasing Manager before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and shall refer specifically to the proposal number, project title, and location of project. Insurance shall remain in force for a minimum of one (1) year after completion and acceptance of the project by the CITY, in the amounts and types as stated herein, including coverage for all products and services completed under this Contract.

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

9.0 **Termination, Suspension, Disputes, or Abandonment**. This Contract may be terminated by either party for failure of the other party to substantially perform their obligations under this Contract. The CITY shall have the sole right and option to suspend or terminate this Contract without cause, provided that 30 days' prior notice is given to the CONSULTANT.

9.1 In the event of termination, the CITY shall pay the CONSULTANT for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses, and the CITY shall have no further obligation to CONSULTANT for payment to CONSULTANT of the remainder of its fees, unless and until Continuing Services Projects are resumed by the CITY.

10.0 **Term**. The term of this Contract is for a period of three (3) years, commencing on the date of execution of this Contract. The CITY reserves the right, upon written request from the CONSULTANT, to extend this Contract up to two (2) times, with each extension for a period of one (1) year. Such extensions shall be subject to the same terms and conditions, as stated herein.

11.0 **Subconsultants**. Any proposed subconsultants the CONSULTANT wishes to utilize as part of its services for any Work Order shall be submitted to the CITY for approval prior to CONSULTANT entering into a subconsultant agreement. Such approval by the CITY shall not be unreasonably withheld. CITY shall not be liable to CONSULTANT in any manner whatsoever arising out of the CITY's objection to a proposed subconsultant.

11.1 CONSULTANT shall coordinate the services and work product of any subconsultants and remain fully responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT or its subconsultants, and CONSULTANT shall review and approve of any designs, drawings, specifications, shop drawings, submittals, or other services produced or furnished by any subconsultants prior to submittal to the CITY.

CONSULTANT shall correct or revise any subconsultant errors or deficiencies in the designs, drawings, specifications or other services produced pursuant to this Contract and shall provide CITY with such corrections or revisions at its sole expense.

11.2 Any subconsultant agreement shall reflect the terms of this Contract and require the subconsultant, to the extent of the services to be performed by the subconsultant, to assume toward CONSULTANT all the obligations which CONSULTANT by this Contract assumes toward the CITY, it being understood that nothing herein shall in any way relieve CONSULTANT from any of its duties under this Contract.

11.3 CONSULTANT shall cooperate at all times with CITY, and cooperate and coordinate with, and incorporate the work product of, any separate consultant, in any fashion appropriate or necessary to facilitate the design and construction of Continuing Services Projects within the project's budget and schedule. In the event CITY so elects and upon written mutual consent (which consent shall not be unreasonably withheld), as evidenced by a Work Order under this Contract, CONSULTANT shall accept any assignment of any agreement or contract CITY may have with any separate consultant.

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

12.1 CONSULTANT shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service;

12.2 CONSULTANT shall provide the public with access to public records on the same terms and conditions that the CITY would provide and at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law;

12.3 CONSULTANT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;

12.4 CONSULTANT shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of CONSULTANT upon termination of the Contract and destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. All records stored electronically must be provided to CITY in a format that is compatible with the CITY's information technology systems;

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

13.0 Limitation of Liability.

13.1 Neither the CITY nor the CONSULTANT shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

13.2 PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

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

City Clerk
Phone: (941) 932-9400
Email: Cityclerk@Cityofbradenton.com
Mailing Address: 101 Old Main Street – Bradenton, FL 34205

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Agreement upon the terms and conditions above stated, this 27th day of February, 2023.

CONSULTANT

OHC Environmental Engineering

101 Hoover Boulevard, Suite 101

Tampa, Florida 33609

By: James Rizk

CITY

City of Bradenton

1411 9th Street West

Bradenton, Florida 34205

By:_____

Gene Brown

Mayor, City of Bradenton

Witness for CONSULTANT:

By: Rebecca Shafer

Witness for CITY:

By:_____

Tamara Melton

City Clerk

Approved as to Form:

By:_____

Scott Rudacille

City Attorney

Attachments

Exhibit A – Scope of Services
Exhibit B – Key Personnel
Exhibit C- Standard Hourly Rate Schedule

Exhibit A – Scope of Services

4.3 ENVIRONMENTAL TESTING SERVICES CONTRACT

The general scope of work to be provided to accomplish the CITY's objective includes a broad range of professional environmental testing services related to miscellaneous projects as may be designated by the CITY. The types of assignments that may be required during the duration of this Contract include but are not necessarily limited to the following:

a) Phase I Environmental Site Assessments

b) Phase II/III Environmental Investigations

c) Site Characterization/Soil and Groundwater Studies and Remediation

d) Visible Emissions Testing

e) Remedial Action Planning

f) Risk Assessments

g) Brownfield Investigations and Redevelopment

h) Underground and Above Ground Storage Tank Management

i) Asbestos Testing, Abatement Design, and Abatement Management

j) Hazardous Waste Determinations

k) Radon Testing

l) Indoor Air Quality

m) Mold Assessments

n) Lead-Based Paint Testing and Consulting

o) Materials corrosion

p) Dry and wet materials testing

q) Hazardous materials handling, treatment and/or disposal

Exhibit B - Key Personnel

All Services

Professional Services	**Key Personnel Name**
Project Management	Maddison Ouimette
Contract Administration	Kyndal Teague
Certified Industrial Hygienist	James Rizk
Professional Engineer (PE)	Russell Stauffer
Professional Engineer (PE)	David Cressler
Professional Geologist	Position not filled at this time
Senior Industrial Hygienist	Nick Foster
Industrial Hygienist	Garrett Charbonneau/David Itzkowitz
Environmental Scientist	Lauren Justice
Senior Environmental Scientist	Thomas Martinelli
CAD Drawings/Floor Plans	Rebecca Shafer/Stacy Witschen

Exhibit C - Standard Hourly Rate Schedule

All Services

Professional Services

Project Management……..$130.00/Hr
Contract Administration…….$120.00/Hr
Certified Industrial Hygienist ……....$195.00/Hr
Professional Engineer (PE)……$175.00/Hr
Professional Geologist……$155.00/Hr
Senior Industrial Hygienist…….$135.00/Hr
Industrial Hygienist…….$95.00/hr
Environmental Engineer…….$95.00/hr
CAD Drawings/Floor Plans……....$85.00/Hr

Miscellaneous

Overtime Rate (Over 40 hours/week)……Time and a Half
Holiday Rate……...Double Time

City of Bradenton, Florida

Professional Services Agreement

RFP 22-029TWS: Geotechnical Engineering Services

This CONTINUING SERVICES CONTRACT (the "Contract"), is made this ___ day of _____ 20__, between the CITY OF BRADENTON (hereafter referred to as "CITY" or "CLIENT") a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205, and Professional Services Industries, Inc. (herein after referred to as "CONSULTANT"), with a principal office located at 5801 Benjamin Center Drive, Suite 112.

WHEREAS, the CITY desires to obtain Geotechnical Engineering services from CONSULTANT for assigned projects in Bradenton, Florida (herein after referred to as "Continuing Services Projects") and issued RFP 22-029TWS pursuant to Section 287.055 of Florida Statutes, to find qualified professionals to fulfill the need for these services; and

WHEREAS, the Term of Contract is three (3) years from execution of the Contract, and CITY may, at its option, with mutual agreement from CONSULTANT, renew this Contract at the end of the Term for up to two (2) one-year extensions; and

WHEREAS, the CITY retains CONSULTANT to perform the services described herein on an "as needed" basis, as designated, authorized, and assigned by the CITY, and the CITY agrees to compensate CONSULTANT for such services in accordance with this Contract; and

WHEREAS, it is the primary intent of this Contract to ensure that CONSULTANT is available to provide professional services, in accordance with mutually agreed upon conditions, and the CITY has complied with all requirements of the Consultants Competitive Negotiation Act, in selection of CONSULTANT for this Contract; and

NOW, THEREFORE, the CITY and CONSULTANT, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals**. The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Contract.

2. **Request for Qualifications**. Request for Proposals (RFP) 22-029TWS and the CONSULTANT's response thereto are incorporated into this Contract by reference. In the event of any conflict between the relevant documents, any such conflict shall be resolved by first looking to this contract, second looking to the CONSULTANT's response and third looking to the RFP.

3. **Scope of Services**.

   3.1 The CONSULTANT's services consist of those services performed by the CONSULTANT, CONSULTANT's employees, and CONSULTANT's Sub-Consultants as enumerated and described in Exhibit A – Scope of Services in connection with this Continuing Service Contract. [TA1]

   3.2 The CONSULTANT's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the CITY, the CONSULTANT shall submit within 48 hours for the CITY's approval, a proposal for the performance of the CONSULTANT's services. The proposal shall contain a description of scope of proposed service, schedule upon which services will be provided, and all fees for services as described in Article 5. Time limits established by this proposal as approved by the CITY shall not, except for reasonable cause, be exceeded by the CONSULTANT or CITY.

   3.3 The CONSULTANT shall use the Project Team as designated from among the individuals listed on Exhibit B, Key Employees. The CONSULTANT shall not remove or replace any members of the Project Team, except upon written notice to and approval by the CITY based upon good cause shown. CITY's approval of such requests for team changes shall not be unreasonably withheld.

   3.4 All services rendered by the CONSULTANT shall be conducted under the responsible charge of persons properly licensed and certified in accordance with Florida Statutes and other applicable rules and regulations. Proof of Certification for each individual professional providing service shall be provided by the CONSULTANT to the CITY prior to services being rendered.

   3.5 It is understood and agreed that the CONSULTANT's services under this Contract do not include participation, whatsoever, in any litigation except litigation stemming

from the CONSULTANT's negligence or breach of this Contract. Should such services be required, a supplemental agreement may be negotiated between the CITY and the CONSULTANT describing the services desired and providing a basis for compensation to the CONSULTANT.

4. **Time of Completion**. CONSULTANT shall commence services upon receipt of a written notice signed by the OWNER's Representative. CONSULTANT shall include in its proposal a schedule for the Scope of Work defined by CITY. The schedule will be agreed upon on a project by project basis. CONSULTANT shall complete work in accordance with the schedule. CONSULTANT shall accelerate performance of services in the manner directed by CITY, in the event CITY in its reasonable discretion, determines that such acceleration is necessary to maintain the schedule.

5. **Fees**. The CITY agrees to pay to CONSULTANT for its services, as set forth in Exhibit A, a fee based upon an approved written proposal for each Work Order to be completed under the Contract.

   5.1 The method of compensation will be established by the CITY based on the scope of each Work Order from the following options.

   a. For Work Orders where the scope can be reasonably defined and has a specific schedule, compensation shall be a Lump Sum for each task calculated based on the estimated hours to be worked by the CONSULTANT for each of the tasks or subtasks multiplied by the standard hourly rates as agreed to in Exhibit C. Based on this calculation, a Lump Sum fee for each task will then be agreed to by the CITY and CONSULTANT prior to authorization of the Work Order. The total of the Lump Sum fees for all tasks in a Work Order shall be the total and complete amount payable to the CONSULTANT for performance of the Work Order and shall include the cost of all labor, overhead, profit, direct project expenses and expenses of any nature associated with completion of the Work Order tasks.

   b. For indeterminate Work Orders, where the scope and/or schedule cannot be reasonably defined, compensation shall be on a "time & materials" basis with a preliminary, "not to exceed" budget agreed to by the CONSULTANT and CITY. Compensation shall be made for actual work performed in accordance with the schedule of rates included as Exhibit C.

   5.2 Reimbursable expenses shall include only the actual and necessary costs and expenses reasonably and properly incurred by the CONSULTANT in connection with the services rendered under this Contract. Reimbursable expenses shall include the costs of any subconsultants utilized for the completion of authorized services. The costs and expenses shall be invoiced by the CONSULTANT at

their actual cost with no markup allowed. CONSULTANT shall provide any documentation required by the CITY related to said costs and expenses.

5.3 The CONSULTANT shall not exceed the approved Work Order cost without prior written approval from the CITY. Any increases in the actual work tasks or the level of effort for each work task shall be considered additional services for which the CONSULTANT will be entitled to additional compensation, using the methods defined in this Section of the Contract, and as mutually agreed to by the CITY and CONSULTANT.

5.4 The CONSULTANT shall submit invoices for services provided and fees earned on a monthly basis. Such invoicing shall be supported by a Progress Report showing the actual tasks performed and their relationship to the percentage of fee claimed. All progress reports and invoices shall be mailed to the attention of the CITY's Director of Public Works, 1411 9th St. W., Bradenton, Florida 34205.

5.5 Monthly invoices shall be paid by the CITY in accordance with Florida Statute 218.74. Resolution of improper payment requests or disputes between the CITY and the CONSULTANT will be resolved in accordance with Florida Statute 287.76.

6.0 **Ownership of Documents**. All drawings, computations, details, design calculations and other documents and plans (Work Product) that result from the CONSULTANT's services under this Contract are to become the property of the CITY upon full payment for services owed to CONSULTANT. Documents prepared by the CONSULTANT pursuant to this Contract are not intended nor represented to be suitable for reuse by the CITY or others on extensions of a Project or on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from the CONSULTANT shall be at the CITY's sole risk and without liability to the CONSULTANT. Further, any and all liability arising out of changes made to the CONSULTANT's deliverables to the CITY made under this Contract by the CITY or persons other than the CONSULTANT is waived as against the CONSULTANT and the CITY assumes full responsibility for such changes unless the CITY has given the CONSULTANT prior notice and has received from the CONSULTANT written consent for such changes.

7.0 **Insurance**. The CONSULTANT shall procure and maintain at the CONSULTANT's own expense, for the entire term of this Contract, the following insurance coverage. Within 10 days following the approval of this Contract, the CONSULTANT shall furnish the CITY a certificate or certificates of insurance in a form satisfactory to the CITY showing that CONSULTANT complies with the requirements of this paragraph. All certificates shall specify the policy shall not be cancelled without providing written notice to the CITY at least 30 days prior to any cancellation. The CITY shall be named as an additional insured on each policy as appropriate.

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- **Products/Completed Operations Aggregate** **$1,000,000**
- **Personal and Advertising Injury** **$500,000**
- **Each Occurrence** **$500,000**

7.3 Comprehensive Automobile Liability – The CONSULTANT shall provide coverage for Each Occurrence Bodily Injury and Property Damage Liability Combined of not less than $1,000,000. Annual Aggregate (if applicable) Three (3) Times the Each Occurrence Limit.

7.4 Professional Liability Insurance – Professional Liability Insurance (including coverage for the Schedule of Fees and Services to be performed under this Contract), for protection from negligent acts, errors, and omissions of CONSULTANT from or in connection with the performance of CONSULTANT's services. CONSULTANT must maintain a comprehensive liability policy, including errors and omissions coverage, issued to CONSULTANT as the insured. Said policy shall be issued and underwritten by a licensed insurer, authorized as such in the State of Florida. Said policy shall provide coverage for the acts or omissions of CONSULTANT in a minimum amount of $1,000,000.00 per claim. Said comprehensive professional liability policy shall be underwritten by an insurer who, in the most current edition of Best's Key Rating Guide, has (1) a rating classification of "A" or better, and (2) a financial size category rating of Class IV or higher.

7.5 Certificates of Insurance and Copies of Policies – Certificates of Insurance in triplicate evidencing the insurance coverage specified in the above paragraphs shall be filed with the CITY's Purchasing Manager before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and shall refer specifically to the proposal number, project title, and location of project. Insurance shall remain in force for a minimum of one (1) year after completion and acceptance of the project by the CITY, in the amounts and types as stated herein, including coverage for all products and services completed under this Contract.

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9.0 **Termination, Suspension, Disputes, or Abandonment**. This Contract may be terminated by either party for failure of the other party to substantially perform their obligations under this Contract. The CITY shall have the sole right and option to suspend or terminate this Contract without cause, provided that 30 days' prior notice is given to the CONSULTANT.

9.1 In the event of termination, the CITY shall pay the CONSULTANT for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses, and the CITY shall have no further obligation to CONSULTANT for payment to CONSULTANT of the remainder of its fees, unless and until Continuing Services Projects are resumed by the CITY.

10.0 **Term**. The term of this Contract is for a period of three (3) years, commencing on the date of execution of this Contract. The CITY reserves the right, upon written request from the CONSULTANT, to extend this Contract up to two (2) times, with each extension for a period of one (1) year. Such extensions shall be subject to the same terms and conditions, as stated herein.

11.0 **Subconsultants**. Any proposed subconsultants the CONSULTANT wishes to utilize as part of its services for any Work Order shall be submitted to the CITY for approval prior to CONSULTANT entering into a subconsultant agreement. Such approval by the CITY shall not be unreasonably withheld. CITY shall not be liable to CONSULTANT in any manner whatsoever arising out of the CITY's objection to a proposed subconsultant.

11.1 CONSULTANT shall coordinate the services and work product of any subconsultants and remain fully responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT or its subconsultants, and CONSULTANT shall review and approve of any designs, drawings, specifications, shop drawings, submittals, or other services produced or furnished by any subconsultants prior to submittal to the CITY.

CONSULTANT shall correct or revise any subconsultant errors or deficiencies in the designs, drawings, specifications or other services produced pursuant to this Contract and shall provide CITY with such corrections or revisions at its sole expense.

11.2 Any subconsultant agreement shall reflect the terms of this Contract and require the subconsultant, to the extent of the services to be performed by the subconsultant, to assume toward CONSULTANT all the obligations which CONSULTANT by this Contract assumes toward the CITY, it being understood that nothing herein shall in any way relieve CONSULTANT from any of its duties under this Contract.

11.3 CONSULTANT shall cooperate at all times with CITY, and cooperate and coordinate with, and incorporate the work product of, any separate consultant, in any fashion appropriate or necessary to facilitate the design and construction of Continuing Services Projects within the project's budget and schedule. In the event CITY so elects and upon written mutual consent (which consent shall not be unreasonably withheld), as evidenced by a Work Order under this Contract, CONSULTANT shall accept any assignment of any agreement or contract CITY may have with any separate consultant.

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

12.1 CONSULTANT shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service;

12.2 CONSULTANT shall provide the public with access to public records on the same terms and conditions that the CITY would provide and at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law;

12.3 CONSULTANT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;

12.4 CONSULTANT shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of CONSULTANT upon termination of the Contract and destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. All records stored electronically must be provided to CITY in a format that is compatible with the CITY's information technology systems;

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

13.0 Limitation of Liability.

13.1 Neither the CITY nor the CONSULTANT shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

13.2 Pursuant to FS 558.0035, employees of CONSULTANT may not be held individually liable for damages resulting from negligence under this agreement.

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

City Clerk
Phone: (941) 932-9400
Email: Cityclerk@Cityofbradenton.com
Mailing Address: 101 Old Main Street – Bradenton, FL 34205

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Agreement upon the terms and conditions above stated, this _____day of _____, 20__.

CONSULTANT

Professional Services Industries, Inc.

5801 Benjamin Center Drive, Suite 112

Tampa, Florida 33634

By:_____

James Kenney

Witness for CONSULTANT:

By:_____

Keith R. Kartovicky

CITY

City of Bradenton

1411 9th Street West

Bradenton, Florida 34205

By:_____

Gene Brown

Mayor, City of Bradenton

Witness for CITY:

By:_____

Tamara Melton

City Clerk

Approved as to Form:

By:_____

Scott Rudacille

City Attorney

Attachments

Exhibit A – Scope of Services
Exhibit B – Key Personnel
Exhibit C- Standard Hourly Rate Schedule

Exhibit A – Scope of Services

4.5 GEOTECHNICAL ENGINEERING SERVICES CONTRACT

The general scope of work to be provided to accomplish the CITY's objective includes a broad range of professional geotechnical engineering services related to miscellaneous projects as may be designated by the CITY. The types of assignments that may be required during the duration of this Contract include but are not necessarily limited to the following:

a) Soil mapping and classification

b) Subsurface explorations/geophysical surveys

c) Soil and materials testing services

d) Settlement analyses

e) Sinkhole evaluations
   - Risk assessments
   - Remediation Design

f) Geotechnical evaluation/design recommendations
   - Shallow and deep foundations
   - Pile foundations
   - Retaining walls
   - Slabs on grade
   - Roadways and bridges
   - Dams
   - Utility pipelines
     - Open cut excavations
     - Horizontal directional drills
     - Jack and bore crossings
   - Stormwater Ponds
   - Value engineering

Exhibit B - Key Personnel

Contract Manager
James Kenney
West Florida Manager
james.kenney@intertek.com

Environmental Services Department
Douglas C. Coleman PMP, CHMM, REM
Environmental Department Manager
douglas.coleman@intertek.com

Nana Westmark, PG, CHMM
Senior Geologist
nana.westmark@intertek.com

Michael Rothenburg, PE, CIH, FLAC
Principal Consultant
michael.rothenburg@intertek.com

Keith Kartovicky
Senior Asbestos Project Manager
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Geotechnical Services Department
Courtland Alvies, PE
Geotechnical Department Manager
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Nayan Saha, PE
Senior Project Engineer
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Construction Services Department
Christopher Gowan
Project Manager
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Layla Ellis
Project Manager
layla.ellis@intertek.com

Exhibit C - Standard Hourly Rate Schedule

PERSONNEL CLASSIFICATION / POSITION DESCRIPTION	HOURLY RATES
Project Manager	$ 130.00
Chief Engineer	$ 225.00
Senior Engineer	$ 175.00
Project Engineer	$ 130.00
Staff Scientist/Geologist/Engineer/Biologist	$ 110.00
Designer	$ 115.00
CADD/GIS/Computer Technician	$ 80.00
Chief Scientist	$ 225.00
Senior Scientist/ Geologist/Engineer/Biologist	$ 175.00
Senior Industrial Hygienist	$ 140.00
Construction Supervisor	$ 120.00
Environmental Specialist/Industrial Hygienist	$ 100.00
Inspector/ Asset Management Technician	$ 104.00
Structural Steel Inspector	$ 85.00
Fireproofing Inspector	$ 85.00
Senior Engineering Technician	$ 65.00
Engineering/Laboratory Technician	$ 55.00
CEI - Senior Project Engineer	$ 198.00
CEI - Project Administrator	$ 138.00
CEI - Senior Inspector	$ 95.00
CEI - Inspector	$ 80.00
Administrative/Clerical	$ 60.00
Subcontractor Work	Cost + 20%
Mileage (per mile)	$ 0.85

CONSTRUCTION MATERIALS TESTING SERVICES FEE SCHEDULE	RATES
SOIL COMPACTION AND STABILITY	
Standard or Modified Proctor Maximum Density Test in accordance with applicable ASTM Standards (each)	$ 100.00
Maximum-Minimum Density Determinations (only) (ASTM 02049)	$ 100.00
Field In-Place Density Test (Compaction Test) in accordance with applicable ASTM Standards for calibrated drive sleeve, sand cone or nuclear methods (each)	$ 33.00
Compacted Lift Thickness Determinations with Density Test	$ 6.60
Limerock Bearing Ratio Tests in accordance with F.D.O.T. procedures including Modified Proctor Test (each)	$ 330.00
Limerock Gradation (F.D.O.T.)	$ 44.00
Limerock Analysis (Chemical Ca & Mg) (F.D.O.T.)	$ 159.50
Compacted Lift Thickness Determinations (only) (hr)	$ 52.80
Florida Bearing Value (F.D.O.T.) (Minimum of 4)	$ 52.80
CONCRETE TESTS	
Curing and Compressive Strength of Concrete (ASTM C39) (per set of 4)	$ 100.00
Compressive Strength of Cores (ASTM C42) (each)	$ 33.00
Compressive Strength CMU (ASTM C 140) (per set)	$ 253.00
Compressive Strength Testing of Hollow Masonry Prisms (ASTM E 447) (per prism; prism molded by contractor)	$ 100.00
Compressive Strength of Grout Prisms for Cell Fill (ASTM C 1019) (per set)	$ 100.00
Molding, Curing and Testing of 2" x 2" Masonry Mortar Cubes (set of 3 cubes) (per set)	$ 100.00
Epoxy Bond Compounds (1 set of 3) by 6" molds	$ 99.00
Epoxy Mortars (1 set of 3) 2" cubes	$ 99.00
Sawing Charge (per end sawed) (ASTM C39)	$ 22.00
Schmidt Hammer Testing (ASTM C805) per hour	$ 55.00
Windsor Probe Testing and Shots per hour	$ 55.00
Engineering Technician (Make & Pickup cylinders, includes slump (ASTM C31) per hour	$ 55.00
Concrete Coring (ASTM C42) per hour	$ 70.00
Additional Diamond Bit Charge (D x L) (D = core diameter in inches; L = core depth in linear inches) per inch	$ 2.20
Concrete Pipe – Witness of Compression Test Pipe Inspection (ASTM C76) (hour)	$ 66.00
Concrete Plant Inspection and Testing (A.C.I.) Includes standard on-site concrete and aggregate tests and weight adjustments (per hour)	$ 66.00
ASPHALT TESTS	
Bitumen Extraction/Gradation (each) (F.D.O.T.)	$ 192.50
Marshall Molded Specimens with Stability Flow (each)	$ 192.50
Theoretical Maximum Specific Gravity of Bituminous Paving Mixtures (F.D.O.T.)	$ 88.00
Asphalt Coring (per hour)	$ 75.00
Mobilization of Pavement Core Rig (each one)	$ 220.00
Pavement Cores for Laboratory Density & Thickness Determinations (each core)	$ 40.00
Field In-Place Density Test (Compaction Test)	$ 33.00
Asphalt Plant or Field Lay-Down Inspection & Testing	$ 65.00

CONSTRUCTION MATERIALS TESTING SERVICES FEE SCHEDULE	RATES
AGGREGATE ANALYSIS (F.O.B.) LABORATORY	
Fine Aggregate Gradation (ASTM C136)	$ 88.00
Coarse Aggregate Gradation (ASTM C136)	$ 88.00
Fine Aggregate Specific Gravity and Absorption (F.D.O.T) (each)	$ 77.00
Coarse Aggregate Specific Gravity and Absorption (F.D.O.T) (each)	$ 77.00
Los Angeles Abrasion Test (ASTM C131 and C535) (each)	$ 330.00
Fine Aggregate Specific Gravity and Absorption (F.D.O.T) (each)	$ 66.00
Soundness (AASHTO T104) (each)	$ 330.00
Friable Particles (AASHTO T112) (each)	$ 44.00
Dry Rodded Unit Weight (ASTM C29)	$ 44.00
Organic or Color Platen (ASTM C40)	$ 44.00
Percent Particles with Fractured Faces, Coarse Aggregate (U.S. Corps of Engineers) (each)	$ 49.50
Percent Flat or Elongated Particles, Coarse Aggregate (U.S. Corps of Engineers) (each)	$ 60.50
MISCELLANEOUS LABORATORY TESTS	
Organic Content (Ignition Method) (ASTM D2974) (each)	$ 66.00
Limerock Organic Content (F.D.O.T. (each)	$ 66.00
Atterberg Limits Liquid & Plastic (ASTM D423 and D424 (each)	$ 110.00
Minus 200 Sieve Determinations (ASTM C117) (each)	$ 66.00
Grain Size Analysis (Soil) (each)	$ 99.00
Grain Size Analysis (Aggregate) (each)	$ 99.00
Testing Topsoil for pH value (ASTM E7C)	$ 44.00
Moisture Content Determinations (ASTM D2216) each	$ 16.50
SOIL CEMENT	
Soil Cement Design (Sand – Short-Cut Method) (PCA)	$ 495.00
Short-Cut Method Design with Limerock, Shell or Blend Materials (PCA) (each)	$ 528.00
Optimum Moisture-Density (Proctor) (Standard or Modified) (AASHTO T99 or T180) (each)	$ 99.00
Sieve Analysis (Washed) (ASTM C-136) (each)	$ 88.00
Atterberg Limit – Liquid or Plastic (ASTM D423 and D424) (each)	$ 105.00
Compression Test of Soil-Cement Specimen (PCA) (each)	$ 33.00
Trim End of Field Cores (if required) (each)	$ 22.00
Field Soil-Cement Inspector-Technician (PCA) Includes Tests required to be performed in field) Min. 4 hrs	$ 65.00
SPECIAL TESTING SERVICES	
Pile Load Tests and Analysis (hour)	$ 110.00
Plate Load Tests and Analysis (hour)	$ 110.00
Jack Calibration	
(0-100 Tons) (each)	$ 200.00
(101-200 Tons) (each)	$ 250.00
Jack Rental with Pump	
(30 Tons) per day	$ 100.00
(60 Tons) per day	$ 150.00
(100 Tons) per day	$ 200.00
(200 Tons) per day	$ 250.00

CONSTRUCTION MATERIALS TESTING SERVICES FEE SCHEDULE	RATES
SPECIAL TESTING SERVICES (Continued)	
Instrumentation (Dial Gauges and Reference Beams) per day	$ 60.00
Tensile Test of Reinforcing Bars (each)	$ 60.00
Field Sampling and Preparation Time (per hour)	$ 48.00
Mix Design (3 asphalt contents)	
Includes all Standard tests to produce design curves (F.D.O.T.) (each)	$ 450.00
Additional Asphalt Contents for Design (each)	$ 180.00
Concrete Design – Standard mixes (A.C.I.)	
(Includes Specific Gravity, Absorption and Gradation of Aggregates) (ea)	$ 400.00
Additional Cement Contents for Design (each)	$ 150.00
Polyethylene Geomembrane Seams Peel and Shear Strength	
(NSF54/ASTM D437) (each)	$ 250.00
METALS – NON-DESTRUCTIVE TESTING (NDT) DIVISION	
Visual Weld or Bolt Torque Testing (per hour)	$ 95.00
Welder Qualifications	
(Visual Observation of welder procedures) (per hour)	$ 95.00
(Coupon tests) (each)	$ 250.00
Dye Penetrant Testing (per hour)	$ 80.00
Magnetic Particle Testing (per hour)	$ 80.00
Ultrasonic Testing - NDE Inspection (per hour)	$ 135.00
Mobilization Personnel and Equipment (lump sum/per trip)	$ 150.00

GEOTECHNICAL ENGINEERING SERVICES FEE SCHEDULE	RATES
MOBILIZATION AND DEMOBILIZATION	
Mobilization and demobilization charges for site in City of Bradenton accessible to conventional truck-mounted exploration drill rigs or cone penetrometer (lump sum)	$ 550.00
Mobilization and demobilization and hole-to-hole moving charges for specialized rack, swamp or barge equipment	Call for quote
LABORATORY ANALYSIS	
Visual Classification (hour)	$ 95.00
Grain Size Analysis (Sieve Only) ASTM D422) (each)	$ 99.00
Minus No. 200 Determination (ASTM D1140) (each)	$ 66.00
Hydrometer Analysis (only) (ASTM D422) (each)	$ 125.00
Grainsize Analysis (Sieve and Hydrometer (ASTM D422) (each)	$ 150.00
Atterberg Limit - Liquid and Plastic Limit (ASTM D423 and D424) (each)	$ 110.00
Moisture Content Determinations (ASTM D2216) (each)	$ 16.50
Density Determinations (Undisturbed Sample) (each)	$ 20.00
Organic Content (Ignition Method) (ASTM D2) (each)	$ 66.00
Specific Gravity (Soils) (ASTM D654) (each)	$ 60.00
Permeability (Falling Head) (each)	$ 350.00
Permeability (Constant Head) (ASTM D2434) (each)	$ 400.00
Back Pressure Permeability in Triaxial Cell (each)	$ 450.00
Relative Density (Maximum and Minimum) (ASTM D2049	$ 90.00
Moisture-Density Relationship (AASHTO T99 to T180) (each)	$ 90.00
Unconfined Compression Test	
Soils (ASTM D2166) (each)	$ 200.00
Rock (ASTM D2938) (each)	$ 250.00
Consolidation Tests (ASTM D2435) (each)	$ 1,000.00
Direct Shear (ASTM D3080) (each)	$ 400.00
Triaxial Compression Tests (Soils)	
Unconsolidated-Undrained (UU) (Specialty test)	$ 450.00
Additional multi-stage points for above (each)	$ 100.00
Consolidated-Undrained (CIU) (Specialty test)	$ 350.00
Additional multi-stage points for above (each)	$ 80.00
Consolidated-Undrained with pore pressure measurements (CIO) (U.S. Corps of Engineers) (Specialty test)	$ 350.00
Additional multi-stage points for above (each)	$ 100.00
Consolidated-Drained (Sands) (Specialty test)	$ 350.00
Additional multi-stage points for above (each)	$ 70.00
Consolidated-Drained (Clay) (Specialty test)	$ 500.00
Additional multi-stage points for above (each)	$ 350.00
Stress Strain Curves for Unconfined and Triaxial Compression Test (per point) (each)	$ 40.00
Swell Tests(each)	$ 250.00
Pocket Penetrometer (each)	$ 5.00
Remolded Specimens(each)	$ 90.00
Limerock Analysis (Chemical Ca & Mg) (F.D.O.T.)	$ 200.00
Special Sample Preparation Time (per hour)	$ 55.00
Tests required to be performed by others	Call for quote
SUBSURFACE EXPLORATION	

GEOTECHNICAL ENGINEERING SERVICES FEE SCHEDULE	RATES
Standard Penetration Test Borings (ASTM D1586) (Truck Mounted rig)	
(0-50 feet) (Soil) (per l.f.)	$ 14.00
(0-50 feet) (Rock) (per l.f.)	$ 18.00
(50-75 feet) (per l.f.)	$ 16.00
(75-100 feet) (per l.f.)	$ 20.00
(100-125 feet) (per l.f.)	$ 22.00
(125-150 feet (per l.f.)	$ 25.00
(Over 150 feet) (per l.f.)	Call for quote
Note: The above prices include Standard Penetration Test samples at 2-foot intervals to a depth of 10 feet and at 5-foot intervals below. Extra samples taken for $ 40.00 each 0-50 feet, and $ 50.00 each 50-150 feet.	
Profile Auger Borings (per l.f.)	$ 11.00
Ground Penetrating Radar (GPR) (per day)	$ 2200.00
Specialty Geophysical Exploration	Call for quote
Dynamic Load Testing	Call for quote
Pile Integrity Testing	Call for quote
Subsurface Utility Exploration	Call for quote
Subsurface Grouting/Ground Modification	Call for quote
Undisturbed Samples (Each)	
Shelby Tubes (ASTM D1587)	$ 150.00
Osterberg (Fixed-Piston)	$ 100.00
Hvorsley (Fixed-Piston)	$ 100.00
Temporary Casing	
0-50 feet (per L.F.)	$ 8.00
Over 50 feet (per L.F.)	$ 10.00
Rock Coring	
2 ¾ Inch diameter – carbide bits (per L.F.)	$ 50.00
Other Sizes or diamond bits (per L.F.)	Call for quote
Grouting or Boreholes (when Required)	
0-50 feet (per L.F.)	$ 8.00
Over 50 feet (per L.F.)	$ 10.00
Standby or clearing for Access (per hour)	$ 250.00
Rental of Specialized Equipment to Gain Access	Call for quote
Observation Wells*	Call for quote
**Rates Quoted dependent upon well size, materials and construction*	

ENVIRONMENTAL TESTING AND CONSULTING FEE SCHEDULE	RATES
ASBESTOS CONSULTING SERVICES	
AHERA Certified Asbestos Survey Inspector (per hour)	$ 75.00
AHERA Certified Asbestos Supervisor (per hour)	$ 90.00
Florida Licensed Asbestos Consultant (FLAC) (per hour)	$ 150.00
Polarized Lights Microscopy (PLM) Analysis (per sample)	$ 20.00
Polarized Lights Microscopy (PLM) Analysis – Roofing (per sample)	$ 25.00
Phased Contrast Microscopy (PCM) Analysis (per sample)	$ 15.00
PERCOLATION INFORMATION TESTING	
Double Ring Infiltrometer Test (ASTM D3385) (Max. three {3} feet depth) (each)	$ 600.00
Includes hand-auger coring for soil profile to six (6) feet, water table elevation and seasonc high-water elevation when encountered.	
EQUIPMENT RENTAL	
Organic Vapor Analyzer (OVA)	$ 160.00
Data Logger/pressure transducer	$ 400.00
Pump - Development/Centrifugal	$ 65.00
Shallow Groundwater Sampling Kit	$ 295.00
Soil sampling kit	$ 275.00
Air Quality Sampling Kit	$ 200.00
Surveying Equipment	$ 85.00
Water Level Indicator/interface probe	$ 45.00
Handheld GPS unit (+/- three meter accuracy)	$ 125.00
Xray Fluorescence (XRF) (lead based paint survey)	$ 215.00
Air monitoring (8-hour shift)	$ 575.00
Air monitoring (12-hour shift)	$ 825.00
In-Line Filters	$ 57.00
Ambient Air Samples (non-viable)	$ 75.00
Wall cavity samples (non-viable)	$ 80.00
Tape/Lift sample (non-viable)	$ 75.00
Ambient air sample (viable)	$ 85.00
Swab sample	$ 75.00
Transmission Electronic Microscopy (TEM), 24 hour	$ 160.00
TEM, 48 hour	$ 135.00
Phase Contrast Microscopy (PCM), 24 hour	$ 25.00
PCM, 48 hour	$ 25.00
Asbestos Bulk Sample Analyses	$ 25.00
Point count analysis	$ 65.00
Total Lead sample (Atomic Absorption Method)	$ 25.00
8 oz. Sample Jars with Lids, 24/case	$ 36.00
Sampling Supplies	$ 30.00

BUILDING SCIENCE SOLUTIONS FEE SCHEDULE	RATES
TESTING SERVICES	
Wind Uplift Testing for Roofs (FM Global 1-52, Bell Chamber Test) (per test) (min 3 per trip)	$ 1,100.00
Window Tests (ASTM E1105, ASTM E783, AAMA 501.2) (per day)	$ 4,000.00
Limited Visual Roof QA assessments during Construction (each) (min 3 per project)	$ 1,100.00
Infrared Roof Survey	
Roofs 35K sq. ft. and under	$ 3,850.00
Roofs over 35K sq. ft. up to 100K sq. ft.	$ 4,900.00
Roofs over 100k sq. ft.	Call for quote
Ground Penetrating Radar (per day)	$ 2,000.00
Structural Design and Analysis*	Call for quote
Structural Calculations*	Call for quote
Building Inspections* (exterior building envelope & PCA)	Call for quote
Building Damage Assessment*(exterior building envelope and structural)	Call for quote
Building Renovation & Restoration* (exterior building envelope – specs, design drawings & QA/QC)	Call for quote
Wind and Lateral Stability Analysis*	Call for quote
Simple Wind Engineering (minimum 5 hours) (per hour)	$ 235.00
Foundation Design*	Call for quote
Code Compliance Reviews*	Call for quote
Value Engineering for Building Envelope*	Call for quote
CONSULTING/FORENSIC/INVESTIGATIVE SERVICES	
Vice President (per hour)	$ 300.00
Senior Director/Director/Discipline Lead (per hour)	$ 260.00
Department Manager/Discipline Manager/Senior Consultant/Principal Consultant (per hour)	$ 245.00
Manager/Senior Project Engineer/Senior Project Architect/Senior Project Manager (per hour)	$ 230.00
Structural Engineer of Record (per hour)	$ 235.00
Project Engineer/Project Architect/Project Manager (per hour)	$ 215.00
Engineer (per hour)	$ 200.00
Senior Technician/Senior Inspector/Project Lead/Technician Lead/Project Specialist (per hour)	$ 185.00
Level II Technician/Inspector/Acoustician (per hour)	$ 160.00
Drafting	$ 150.00
Level I Technician/Inspector/Project Coordinator/Senior Administrative (per hour)	$ 110.00
Administrative Assistant (per hour)	$ 75.00
Reimbursable Expenses	Cost +20%
Mileage (per mile)	$ 0.85
SUBCONTRACTED WORK	
Various subcontract costs (as applicable)	Cost +20%

**Estimates are based on the task (building size, extent of damage, scope of project, etc.) and reporting requirements.*

NOTES:

1. Additional tests will be in accordance with PSI regular rates and quoted upon request.
2. Cancellation without notice will be invoiced at the Engineering Technician's hourly rate.
3. Work conducted before 7:30 a.m. or after 5:00 pm, holidays, and/or weekends, **at your request**, will be invoiced at 1.5 times the normal rates, unless other arrangements are made in advance.
4. Standby time, during re-compaction, due to the late arrival of concrete, etc. and concrete monitoring on a full-time basis, will be invoiced at the Engineering Technician's hourly rate.
5. Soil sample pick-up and concrete cylinder pick-up will be scheduled to coincide with other testing whenever possible, however, when not on site for other testing, will be invoiced at the Engineering Technician's hourly rate.
6. Minimum of 4 Engineering Technician hours per testing and inspection trip (excluding sample pickups).
7. Mileage will be charged at the rate of $ .56 per mile for Visual Weld and Bolt Inspections and NDE Inspections only.
8. Holidays observed by PSI are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Friday following, Christmas Eve, and Christmas Day.
9. All services designated as "to be negotiated" will be scoped and priced on an individual project basis.
10. If needed, all subcontracted services and/or costs will be assessed at a rate of "cost +20%" quoted on an individual project basis.

City of Bradenton, Florida

Professional Services Agreement

RFP 22-029TWS: Architectural Design Services

This CONTINUING SERVICES CONTRACT (the "Contract"), is made this ___ day of _____ 20__, between the CITY OF BRADENTON (hereafter referred to as "CITY" or "CLIENT") a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205, and RGA, LLC (herein after referred to as "CONSULTANT"), with a principal office located at 600 S. Magnolia, Suite 375, Tampa, FL 33606.

WHEREAS, the CITY desires to obtain Architectural Design services from CONSULTANT for assigned projects in Bradenton, Florida (herein after referred to as "Continuing Services Projects") and issued RFP 22-029TWS pursuant to Section 287.055 of Florida Statutes, to find qualified professionals to fulfill the need for these services; and

WHEREAS, the Term of Contract is three (3) years from execution of the Contract, and CITY may, at its option, with mutual agreement from CONSULTANT, renew this Contract at the end of the Term for up to two (2) one-year extensions; and

WHEREAS, the CITY retains CONSULTANT to perform the services described herein on an "as needed" basis, as designated, authorized, and assigned by the CITY, and the CITY agrees to compensate CONSULTANT for such services in accordance with this Contract; and

WHEREAS, it is the primary intent of this Contract to ensure that CONSULTANT is available to provide professional services, in accordance with mutually agreed upon conditions, and the CITY has complied with all requirements of the Consultants Competitive Negotiation Act, in selection of CONSULTANT for this Contract; and

NOW, THEREFORE, the CITY and CONSULTANT, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals**. The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Contract.

2. **Request for Qualifications**. Request for Proposals (RFP) 22-029TWS and the CONSULTANT's response thereto are incorporated into this Contract by reference. In the event of any conflict between the relevant documents, any such conflict shall be resolved by first looking to this contract, second looking to the CONSULTANT's response and third looking to the RFP.

3. **Scope of Services**.

   3.1 The CONSULTANT's services consist of those services performed by the CONSULTANT, CONSULTANT's employees, and CONSULTANT's Sub-Consultants as enumerated and described in Exhibit A – Scope of Services in connection with this Continuing Service Contract. [TA1]

   3.2 The CONSULTANT's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the CITY, the CONSULTANT shall submit within 48 hours for the CITY's approval, a proposal for the performance of the CONSULTANT's services. The proposal shall contain a description of scope of proposed service, schedule upon which services will be provided, and all fees for services as described in Article 5. Time limits established by this proposal as approved by the CITY shall not, except for reasonable cause, be exceeded by the CONSULTANT or CITY.

   3.3 The CONSULTANT shall use the Project Team as designated from among the individuals listed on Exhibit B, Key Employees. The CONSULTANT shall not remove or replace any members of the Project Team, except upon written notice to and approval by the CITY based upon good cause shown. CITY's approval of such requests for team changes shall not be unreasonably withheld.

   3.4 All services rendered by the CONSULTANT shall be conducted under the responsible charge of persons properly licensed and certified in accordance with Florida Statutes and other applicable rules and regulations. Proof of Certification for each individual professional providing service shall be provided by the CONSULTANT to the CITY prior to services being rendered.

   3.5 It is understood and agreed that the CONSULTANT's services under this Contract do not include participation, whatsoever, in any litigation except litigation stemming

from the CONSULTANT's negligence or breach of this Contract. Should such services be required, a supplemental agreement may be negotiated between the CITY and the CONSULTANT describing the services desired and providing a basis for compensation to the CONSULTANT.

4. **Time of Completion**. CONSULTANT shall commence services upon receipt of a written notice signed by the OWNER's Representative. CONSULTANT shall include in its proposal a schedule for the Scope of Work defined by CITY. The schedule will be agreed upon on a project by project basis. CONSULTANT shall complete work in accordance with the schedule. CONSULTANT shall accelerate performance of services in the manner directed by CITY, in the event CITY in its reasonable discretion, determines that such acceleration is necessary to maintain the schedule.

5. **Fees**. The CITY agrees to pay to CONSULTANT for its services, as set forth in Exhibit A, a fee based upon an approved written proposal for each Work Order to be completed under the Contract.

5.1 The method of compensation will be established by the CITY based on the scope of each Work Order from the following options.

a. For Work Orders where the scope can be reasonably defined and has a specific schedule, compensation shall be a Lump Sum for each task calculated based on the estimated hours to be worked by the CONSULTANT for each of the tasks or subtasks multiplied by the standard hourly rates as agreed to in Exhibit C. Based on this calculation, a Lump Sum fee for each task will then be agreed to by the CITY and CONSULTANT prior to authorization of the Work Order. The total of the Lump Sum fees for all tasks in a Work Order shall be the total and complete amount payable to the CONSULTANT for performance of the Work Order and shall include the cost of all labor, overhead, profit, direct project expenses and expenses of any nature associated with completion of the Work Order tasks.

b. For indeterminate Work Orders, where the scope and/or schedule cannot be reasonably defined, compensation shall be on a "time & materials" basis with a preliminary, "not to exceed" budget agreed to by the CONSULTANT and CITY. Compensation shall be made for actual work performed in accordance with the schedule of rates included as Exhibit C.

5.2 Reimbursable expenses shall include only the actual and necessary costs and expenses reasonably and properly incurred by the CONSULTANT in connection with the services rendered under this Contract. Reimbursable expenses shall include the costs of any subconsultants utilized for the completion of authorized services. The costs and expenses shall be invoiced by the CONSULTANT at

their actual cost with no markup allowed. CONSULTANT shall provide any documentation required by the CITY related to said costs and expenses.

5.3 The CONSULTANT shall not exceed the approved Work Order cost without prior written approval from the CITY. Any increases in the actual work tasks or the level of effort for each work task shall be considered additional services for which the CONSULTANT will be entitled to additional compensation, using the methods defined in this Section of the Contract, and as mutually agreed to by the CITY and CONSULTANT.

5.4 The CONSULTANT shall submit invoices for services provided and fees earned on a monthly basis. Such invoicing shall be supported by a Progress Report showing the actual tasks performed and their relationship to the percentage of fee claimed. All progress reports and invoices shall be mailed to the attention of the CITY's Director of Public Works, 1411 9th St. W., Bradenton, Florida 34205.

5.5 Monthly invoices shall be paid by the CITY in accordance with Florida Statute 218.74. Resolution of improper payment requests or disputes between the CITY and the CONSULTANT will be resolved in accordance with Florida Statute 287.76.

6.0 **Ownership of Documents**. All drawings, computations, details, design calculations and other documents and plans (Work Product) that result from the CONSULTANT's services under this Contract are to become the property of the CITY upon full payment for services owed to CONSULTANT. Documents prepared by the CONSULTANT pursuant to this Contract are not intended nor represented to be suitable for reuse by the CITY or others on extensions of a Project or on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from the CONSULTANT shall be at the CITY's sole risk and without liability to the CONSULTANT. Further, any and all liability arising out of changes made to the CONSULTANT's deliverables to the CITY made under this Contract by the CITY or persons other than the CONSULTANT is waived as against the CONSULTANT and the CITY assumes full responsibility for such changes unless the CITY has given the CONSULTANT prior notice and has received from the CONSULTANT written consent for such changes.

7.0 **Insurance**. The CONSULTANT shall procure and maintain at the CONSULTANT's own expense, for the entire term of this Contract, the following insurance coverage. Within 10 days following the approval of this Contract, the CONSULTANT shall furnish the CITY a certificate or certificates of insurance in a form satisfactory to the CITY showing that CONSULTANT complies with the requirements of this paragraph. All certificates shall specify the policy shall not be cancelled without providing written notice to the CITY at least 30 days prior to any cancellation. The CITY shall be named as an additional insured on each policy as appropriate.

7.1 Worker's Compensation – Unless otherwise allowed by Florida law, and approved by the CITY, CONSULTANT shall provide Worker's Compensation for all employees, with minimum limits statutory for Worker's Compensation and $1,000,000 for Employer's Liability.

7.2 Commercial General Liability – the limits are to be applicable only to work performed under this Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO form CG 25 03) to a Commercial General Liability Policy with the following minimum limits:

- **Products/Completed Operations Aggregate $1,000,000**
- **Personal and Advertising Injury $500,000**
- **Each Occurrence $500,000**

7.3 Comprehensive Automobile Liability – The CONSULTANT shall provide coverage for Each Occurrence Bodily Injury and Property Damage Liability Combined of not less than $1,000,000. Annual Aggregate (if applicable) Three (3) Times the Each Occurrence Limit.

7.4 Professional Liability Insurance – Professional Liability Insurance (including coverage for the Schedule of Fees and Services to be performed under this Contract), for protection from negligent acts, errors, and omissions of CONSULTANT from or in connection with the performance of CONSULTANT's services. CONSULTANT must maintain a comprehensive liability policy, including errors and omissions coverage, issued to CONSULTANT as the insured. Said policy shall be issued and underwritten by a licensed insurer, authorized as such in the State of Florida. Said policy shall provide coverage for the acts or omissions of CONSULTANT in a minimum amount of $1,000,000.00 per claim. Said comprehensive professional liability policy shall be underwritten by an insurer who, in the most current edition of Best's Key Rating Guide, has (1) a rating classification of "A" or better, and (2) a financial size category rating of Class IV or higher.

7.5 Certificates of Insurance and Copies of Policies – Certificates of Insurance in triplicate evidencing the insurance coverage specified in the above paragraphs shall be filed with the CITY's Purchasing Manager before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and shall refer specifically to the proposal number, project title, and location of project. Insurance shall remain in force for a minimum of one (1) year after completion and acceptance of the project by the CITY, in the amounts and types as stated herein, including coverage for all products and services completed under this Contract.

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

9.0 **Termination, Suspension, Disputes, or Abandonment**. This Contract may be terminated by either party for failure of the other party to substantially perform their obligations under this Contract. The CITY shall have the sole right and option to suspend or terminate this Contract without cause, provided that 30 days' prior notice is given to the CONSULTANT.

9.1 In the event of termination, the CITY shall pay the CONSULTANT for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses, and the CITY shall have no further obligation to CONSULTANT for payment to CONSULTANT of the remainder of its fees, unless and until Continuing Services Projects are resumed by the CITY.

10.0 **Term**. The term of this Contract is for a period of three (3) years, commencing on the date of execution of this Contract. The CITY reserves the right, upon written request from the CONSULTANT, to extend this Contract up to two (2) times, with each extension for a period of one (1) year. Such extensions shall be subject to the same terms and conditions, as stated herein.

11.0 **Subconsultants**. Any proposed subconsultants the CONSULTANT wishes to utilize as part of its services for any Work Order shall be submitted to the CITY for approval prior to CONSULTANT entering into a subconsultant agreement. Such approval by the CITY shall not be unreasonably withheld. CITY shall not be liable to CONSULTANT in any manner whatsoever arising out of the CITY's objection to a proposed subconsultant.

11.1 CONSULTANT shall coordinate the services and work product of any subconsultants and remain fully responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT or its subconsultants, and CONSULTANT shall review and approve of any designs, drawings, specifications, shop drawings, submittals, or other services produced or furnished by any subconsultants prior to submittal to the CITY.

CONSULTANT shall correct or revise any subconsultant errors or deficiencies in the designs, drawings, specifications or other services produced pursuant to this Contract and shall provide CITY with such corrections or revisions at its sole expense.

11.2 Any subconsultant agreement shall reflect the terms of this Contract and require the subconsultant, to the extent of the services to be performed by the subconsultant, to assume toward CONSULTANT all the obligations which CONSULTANT by this Contract assumes toward the CITY, it being understood that nothing herein shall in any way relieve CONSULTANT from any of its duties under this Contract.

11.3 CONSULTANT shall cooperate at all times with CITY, and cooperate and coordinate with, and incorporate the work product of, any separate consultant, in any fashion appropriate or necessary to facilitate the design and construction of Continuing Services Projects within the project's budget and schedule. In the event CITY so elects and upon written mutual consent (which consent shall not be unreasonably withheld), as evidenced by a Work Order under this Contract, CONSULTANT shall accept any assignment of any agreement or contract CITY may have with any separate consultant.

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

12.1 CONSULTANT shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service;

12.2 CONSULTANT shall provide the public with access to public records on the same terms and conditions that the CITY would provide and at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law;

12.3 CONSULTANT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;

12.4 CONSULTANT shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of CONSULTANT upon termination of the Contract and destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. All records stored electronically must be provided to CITY in a format that is compatible with the CITY's information technology systems;

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

13.0 Limitation of Liability.

13.1 Neither the CITY nor the CONSULTANT shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

13.2 PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

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

City Clerk
Phone: (941) 932-9400
Email: Cityclerk@Cityofbradenton.com
Mailing Address: 101 Old Main Street – Bradenton, FL 34205

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Contract upon the terms and conditions above stated, this 24 day of February, 2023

CONSULTANT

By: _____
PRINCIPAL R6A DESIGN

Witness for CONSULTANT:
By: _____

CITY

City of Bradenton
1411 9th Street West
Bradenton, Florida 34205

By: _____
Gene Brown
Mayor, City of Bradenton

Witness for CITY:
By: _____
Tamara Melton
City Clerk

Approved as to Form:
By: _____
Scott Rudacille
City Attorney

Attachments

Exhibit A – Scope of Services
Exhibit B – Key Personnel
Exhibit C- Standard Hourly Rate Schedule

Exhibit A – Scope of Services

4.1 ARCHITECTURAL SERVICES CONTRACT

The general scope of work to be provided to accomplish the CITY's objective includes a broad range of professional architectural services related to design, permitting and construction management of miscellaneous projects as may be designated by the CITY. The types of assignments that may be required during the duration of this Contract include but are not necessarily limited to the following:

a) Feasibility studies

b) Master planning

c) Graphic design

d) Interior design

e) Building Information Modeling (BIM)

f) Architectural engineering and design

g) Project permitting services

h) Development of construction cost opinions

i) Development of construction plans and specifications

j) Professional services during construction

- Construction administration services
- Construction observation services
- Completion of project close-out activities including Record Drawings in multiple electronic formats

k) Alternative project delivery methodologies (design-build, etc.)

l) Sustainable (LEED) design

m) Value engineering

Exhibit B - Key Personnel

Principal in Charge – E. William Henry, PhD, NCARB - Dr. Henry is the PIC on all major accounts of RGA and is the Architect of Record on over 500 built structures across the State of Florida. He is highly skilled in the realm of architecture and is considered an architectural forensic code expert.

Project Manager - Doug Yates - Mr. Yates has been with RGA intermittently over a period of 30 years. He is an experienced organizer and reviews all contract documents for errors at each phase of the work. Mr. Yates is the project manager for all architectural projects at RGA.

Project Expediter & Scheduler – Paula Barca – Ms. Barca is the CEO of Restoration Design Worldwide (RDW), RGA-Design's sister company, but also works for RGA. Restoration Design WW is a national rapid response architecture and engineering firm focused on post disaster inspection and rebuild. "Design Back Better"

Architectural Designer - Andro Perez - Mr. Perez has demonstrated a unique skill set in creating production documents in 3D. His mastery in architectural design and CAD programs guarantees a quick turnaround of permit documents.

Interior Designer & Code Analyst - Zoe Gaik, LEED GA - Ms. Gaik serves as an interior designer at RGA, as well as a forensic code expert. She specializes in space planning, creating 3D renderings, and analyzing building codes.

Imaging Artist- Michael Henry – Mr. Henry has developed his skills in site visualizations using drones and animation. Mr. Henry approached his projects by understanding the client's individual needs and executes by utilizing data and imaging technology.

Exhibit C - Standard Hourly Rate Schedule

Principal	$300.00 per hour
Senior Project Manager	$225.00 per hour
Project Architect	$175.00 per hour
Interior Designer/ Space Planner	$125.00 per hour
Cost Estimator	$125.00 per hour
Construction Administration	$175.00 per hour
CAD Technician	$125.00 per hour
Technical Assistant	$75.00 per hour
Civil/Structural Engineer	$225.00 per hour
Mechanical/ Electrical Engineer	$225.00 per hour
Landscape Architect	$175.00 per hour

City of Bradenton, Florida

Professional Services Agreement

RFP 22-029TWS: Environmental Testing Services

This CONTINUING SERVICES CONTRACT (the "Contract"), is made this ___ day of _____ 20__, between the CITY OF BRADENTON (hereafter referred to as "CITY" or "CLIENT") a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205, and S&ME, Inc.(herein after referred to as "CONSULTANT"), with a principal office located at 111 Kelsey Lane, Suite E, Tampa FL 33619.

WHEREAS, the CITY desires to obtain Environmental Testing services from CONSULTANT for assigned projects in Bradenton, Florida (herein after referred to as "Continuing Services Projects") and issued RFP 22-029TWS pursuant to Section 287.055 of Florida Statutes, to find qualified professionals to fulfill the need for these services; and

WHEREAS, the Term of Contract is three (3) years from execution of the Contract, and CITY may, at its option, with mutual agreement from CONSULTANT, renew this Contract at the end of the Term for up to two (2) one-year extensions; and

WHEREAS, the CITY retains CONSULTANT to perform the services described herein on an "as needed" basis, as designated, authorized, and assigned by the CITY, and the CITY agrees to compensate CONSULTANT for such services in accordance with this Contract; and

WHEREAS, it is the primary intent of this Contract to ensure that CONSULTANT is available to provide professional services, in accordance with mutually agreed upon conditions, and the CITY has complied with all requirements of the Consultants Competitive Negotiation Act, in selection of CONSULTANT for this Contract; and

NOW, THEREFORE, the CITY and CONSULTANT, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals**. The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Contract.

2. **Request for Qualifications**. Request for Proposals (RFP) 22-029TWS and the CONSULTANT's response thereto are incorporated into this Contract by reference. In the event of any conflict between the relevant documents, any such conflict shall be resolved by first looking to this contract, second looking to the CONSULTANT's response and third looking to the RFP.

3. **Scope of Services**.

   3.1 The CONSULTANT's services consist of those services performed by the CONSULTANT, CONSULTANT's employees, and CONSULTANT's Sub-Consultants as enumerated and described in Exhibit A – Scope of Services in connection with this Continuing Service Contract. [TA1]

   3.2 The CONSULTANT's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the CITY, the CONSULTANT shall submit within 48 hours for the CITY's approval, a proposal for the performance of the CONSULTANT's services. The proposal shall contain a description of scope of proposed service, schedule upon which services will be provided, and all fees for services as described in Article 5. Time limits established by this proposal as approved by the CITY shall not, except for reasonable cause, be exceeded by the CONSULTANT or CITY.

   3.3 The CONSULTANT shall use the Project Team as designated from among the individuals listed on Exhibit B, Key Employees. The CONSULTANT shall not remove or replace any members of the Project Team, except upon written notice to and approval by the CITY based upon good cause shown. CITY's approval of such requests for team changes shall not be unreasonably withheld.

   3.4 All services rendered by the CONSULTANT shall be conducted under the responsible charge of persons properly licensed and certified in accordance with Florida Statutes and other applicable rules and regulations. Proof of Certification for each individual professional providing service shall be provided by the CONSULTANT to the CITY prior to services being rendered.

   3.5 It is understood and agreed that the CONSULTANT's services under this Contract do not include participation, whatsoever, in any litigation except litigation stemming

from the CONSULTANT's negligence or breach of this Contract. Should such services be required, a supplemental agreement may be negotiated between the CITY and the CONSULTANT describing the services desired and providing a basis for compensation to the CONSULTANT.

4. **Time of Completion**. CONSULTANT shall commence services upon receipt of a written notice signed by the OWNER's Representative. CONSULTANT shall include in its proposal a schedule for the Scope of Work defined by CITY. The schedule will be agreed upon on a project by project basis. CONSULTANT shall complete work in accordance with the schedule. CONSULTANT shall accelerate performance of services in the manner directed by CITY, in the event CITY in its reasonable discretion, determines that such acceleration is necessary to maintain the schedule.

5. **Fees**. The CITY agrees to pay to CONSULTANT for its services, as set forth in Exhibit A, a fee based upon an approved written proposal for each Work Order to be completed under the Contract.

5.1 The method of compensation will be established by the CITY based on the scope of each Work Order from the following options.

a. For Work Orders where the scope can be reasonably defined and has a specific schedule, compensation shall be a Lump Sum for each task calculated based on the estimated hours to be worked by the CONSULTANT for each of the tasks or subtasks multiplied by the standard hourly rates as agreed to in Exhibit C. Based on this calculation, a Lump Sum fee for each task will then be agreed to by the CITY and CONSULTANT prior to authorization of the Work Order. The total of the Lump Sum fees for all tasks in a Work Order shall be the total and complete amount payable to the CONSULTANT for performance of the Work Order and shall include the cost of all labor, overhead, profit, direct project expenses and expenses of any nature associated with completion of the Work Order tasks.

b. For indeterminate Work Orders, where the scope and/or schedule cannot be reasonably defined, compensation shall be on a "time & materials" basis with a preliminary, "not to exceed" budget agreed to by the CONSULTANT and CITY. Compensation shall be made for actual work performed in accordance with the schedule of rates included as Exhibit C.

5.2 Reimbursable expenses shall include only the actual and necessary costs and expenses reasonably and properly incurred by the CONSULTANT in connection with the services rendered under this Contract. Reimbursable expenses shall include the costs of any subconsultants utilized for the completion of authorized services. The costs and expenses shall be invoiced by the CONSULTANT at

their actual cost with no markup allowed. CONSULTANT shall provide any documentation required by the CITY related to said costs and expenses.

5.3 The CONSULTANT shall not exceed the approved Work Order cost without prior written approval from the CITY. Any increases in the actual work tasks or the level of effort for each work task shall be considered additional services for which the CONSULTANT will be entitled to additional compensation, using the methods defined in this Section of the Contract, and as mutually agreed to by the CITY and CONSULTANT.

5.4 The CONSULTANT shall submit invoices for services provided and fees earned on a monthly basis. Such invoicing shall be supported by a Progress Report showing the actual tasks performed and their relationship to the percentage of fee claimed. All progress reports and invoices shall be mailed to the attention of the CITY's Director of Public Works, 1411 9th St. W., Bradenton, Florida 34205.

5.5 Monthly invoices shall be paid by the CITY in accordance with Florida Statute 218.74. Resolution of improper payment requests or disputes between the CITY and the CONSULTANT will be resolved in accordance with Florida Statute 287.76.

6.0 **Ownership of Documents**. All drawings, computations, details, design calculations and other documents and plans (Work Product) that result from the CONSULTANT's services under this Contract are to become the property of the CITY upon full payment for services owed to CONSULTANT. Documents prepared by the CONSULTANT pursuant to this Contract are not intended nor represented to be suitable for reuse by the CITY or others on extensions of a Project or on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from the CONSULTANT shall be at the CITY's sole risk and without liability to the CONSULTANT. Further, any and all liability arising out of changes made to the CONSULTANT's deliverables to the CITY made under this Contract by the CITY or persons other than the CONSULTANT is waived as against the CONSULTANT and the CITY assumes full responsibility for such changes unless the CITY has given the CONSULTANT prior notice and has received from the CONSULTANT written consent for such changes.

7.0 **Insurance**. The CONSULTANT shall procure and maintain at the CONSULTANT's own expense, for the entire term of this Contract, the following insurance coverage. Within 10 days following the approval of this Contract, the CONSULTANT shall furnish the CITY a certificate or certificates of insurance in a form satisfactory to the CITY showing that CONSULTANT complies with the requirements of this paragraph. All certificates shall specify the policy shall not be cancelled without providing written notice to the CITY at least 30 days prior to any cancellation. The CITY shall be named as an additional insured on each policy as appropriate.

7.1 Worker's Compensation – Unless otherwise allowed by Florida law, and approved by the CITY, CONSULTANT shall provide Worker's Compensation for all employees, with minimum limits statutory for Worker's Compensation and $1,000,000 for Employer's Liability.

7.2 Commercial General Liability – the limits are to be applicable only to work performed under this Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO form CG 25 03) to a Commercial General Liability Policy with the following minimum limits:

- **Products/Completed Operations Aggregate $1,000,000**
- **Personal and Advertising Injury $500,000**
- **Each Occurrence $500,000**

7.3 Comprehensive Automobile Liability – The CONSULTANT shall provide coverage for Each Occurrence Bodily Injury and Property Damage Liability Combined of not less than $1,000,000. Annual Aggregate (if applicable) Three (3) Times the Each Occurrence Limit.

7.4 Professional Liability Insurance – Professional Liability Insurance (including coverage for the Schedule of Fees and Services to be performed under this Contract), for protection from negligent acts, errors, and omissions of CONSULTANT from or in connection with the performance of CONSULTANT's services. CONSULTANT must maintain a comprehensive liability policy, including errors and omissions coverage, issued to CONSULTANT as the insured. Said policy shall be issued and underwritten by a licensed insurer, authorized as such in the State of Florida. Said policy shall provide coverage for the acts or omissions of CONSULTANT in a minimum amount of $1,000,000.00 per claim. Said comprehensive professional liability policy shall be underwritten by an insurer who, in the most current edition of Best's Key Rating Guide, has (1) a rating classification of "A" or better, and (2) a financial size category rating of Class IV or higher.

7.5 Certificates of Insurance and Copies of Policies – Certificates of Insurance in triplicate evidencing the insurance coverage specified in the above paragraphs shall be filed with the CITY's Purchasing Manager before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and shall refer specifically to the proposal number, project title, and location of project. Insurance shall remain in force for a minimum of one (1) year after completion and acceptance of the project by the CITY, in the amounts and types as stated herein, including coverage for all products and services completed under this Contract.

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9.0 **Termination, Suspension, Disputes, or Abandonment**. This Contract may be terminated by either party for failure of the other party to substantially perform their obligations under this Contract. The CITY shall have the sole right and option to suspend or terminate this Contract without cause, provided that 30 days' prior notice is given to the CONSULTANT.

9.1 In the event of termination, the CITY shall pay the CONSULTANT for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses, and the CITY shall have no further obligation to CONSULTANT for payment to CONSULTANT of the remainder of its fees, unless and until Continuing Services Projects are resumed by the CITY.

10.0 **Term**. The term of this Contract is for a period of three (3) years, commencing on the date of execution of this Contract. The CITY reserves the right, upon written request from the CONSULTANT, to extend this Contract up to two (2) times, with each extension for a period of one (1) year. Such extensions shall be subject to the same terms and conditions, as stated herein.

11.0 **Subconsultants**. Any proposed subconsultants the CONSULTANT wishes to utilize as part of its services for any Work Order shall be submitted to the CITY for approval prior to CONSULTANT entering into a subconsultant agreement. Such approval by the CITY shall not be unreasonably withheld. CITY shall not be liable to CONSULTANT in any manner whatsoever arising out of the CITY's objection to a proposed subconsultant.

11.1 CONSULTANT shall coordinate the services and work product of any subconsultants and remain fully responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT or its subconsultants, and CONSULTANT shall review and approve of any designs, drawings, specifications, shop drawings, submittals, or other services produced or furnished by any subconsultants prior to submittal to the CITY.

CONSULTANT shall correct or revise any subconsultant errors or deficiencies in the designs, drawings, specifications or other services produced pursuant to this Contract and shall provide CITY with such corrections or revisions at its sole expense.

11.2 Any subconsultant agreement shall reflect the terms of this Contract and require the subconsultant, to the extent of the services to be performed by the subconsultant, to assume toward CONSULTANT all the obligations which CONSULTANT by this Contract assumes toward the CITY, it being understood that nothing herein shall in any way relieve CONSULTANT from any of its duties under this Contract.

11.3 CONSULTANT shall cooperate at all times with CITY, and cooperate and coordinate with, and incorporate the work product of, any separate consultant, in any fashion appropriate or necessary to facilitate the design and construction of Continuing Services Projects within the project's budget and schedule. In the event CITY so elects and upon written mutual consent (which consent shall not be unreasonably withheld), as evidenced by a Work Order under this Contract, CONSULTANT shall accept any assignment of any agreement or contract CITY may have with any separate consultant.

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

12.1 CONSULTANT shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service;

12.2 CONSULTANT shall provide the public with access to public records on the same terms and conditions that the CITY would provide and at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law;

12.3 CONSULTANT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;

12.4 CONSULTANT shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of CONSULTANT upon termination of the Contract and destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. All records stored electronically must be provided to CITY in a format that is compatible with the CITY's information technology systems;

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

13.0 Limitation of Liability.

13.1 Neither the CITY nor the CONSULTANT shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

13.2 PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

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

City Clerk
Phone: (941) 932-9400
Email: Cityclerk@Cityofbradenton.com
Mailing Address: 101 Old Main Street – Bradenton, FL 34205

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Agreement upon the terms and conditions above stated, this 24 day of February, 2023.

CONSULTANT

S&ME, Inc.

111 Kelsey Lane, Suite E

Tampa, Florida 33619

By: _____

CITY

City of Bradenton

1411 9th Street West

Bradenton, Florida 34205

By: _____

Gene Brown

Mayor, City of Bradenton

Witness for CONSULTANT:

By: _____

Witness for CITY:

By: _____

Tamara Melton

City Clerk

Approved as to Form:

By: _____

Scott Rudacille

City Attorney

Attachments

Exhibit A – Scope of Services
Exhibit B – Key Personnel
Exhibit C- Standard Hourly Rate Schedule

Exhibit A – Scope of Services

4.3 ENVIRONMENTAL TESTING SERVICES CONTRACT

The general scope of work to be provided to accomplish the CITY's objective includes a broad range of professional environmental testing services related to miscellaneous projects as may be designated by the CITY. The types of assignments that may be required during the duration of this Contract include but are not necessarily limited to the following:

a) Phase I Environmental Site Assessments

b) Phase II/III Environmental Investigations

c) Site Characterization/Soil and Groundwater Studies and Remediation

d) Visible Emissions Testing

e) Remedial Action Planning

f) Risk Assessments

g) Brownfield Investigations and Redevelopment

h) Underground and Above Ground Storage Tank Management

i) Asbestos Testing, Abatement Design, and Abatement Management

j) Hazardous Waste Determinations

k) Radon Testing

l) Indoor Air Quality

m) Mold Assessments

n) Lead-Based Paint Testing and Consulting

o) Materials corrosion

p) Dry and wet materials testing

q) Hazardous materials handling, treatment and/or disposal

Jeremy Fireline, PE, PMP,

Project Manager

Jeremy approaches each project with a firm belief that every issue has at least one solution that is mutually beneficial to all stakeholders. He started his career as a Construction foreman and served on the Board of Directors for a small land development company while working his way through undergraduate training. His engineering experience has included roles in both the private and public sectors. Jeremy draws on this experience working directly with a diversity of stakeholders to facilitate productive conversations between groups with varied interests to identify creative solutions to difficult and challenging issues. Jeremy is a member of the Urban Land Institute (ULI), has his PE license in both Florida (#63987) and North Carolina (#037020), and is a Project Management Professional (PMP #1842417). Additionally, he is currently in training to become a professional surveyor (ST40100054).

Gustavo Toledo-Meléndez, PE, *Environmental Group Leader*	**Gustavo** has 8 years of experience working in the environmental field. His experience includes performing Phase I and Phase II Environmental Site Assessments, preparing and implementing Remedial Action Plans for the FDEP Petroleum Restoration Program, installation of groundwater monitor wells, soil and groundwater sample collection, data collection for aquifer characterization (Slug Testing), conducting Stormwater Pollution Prevention Plan inspections, site inspections and interviews for Spill Prevention, Control and Countermeasure (SPCC) Plans and Erosion Control BMPs. Gustavo has his Florida PE license (#86672) and is a member of the American Society of Civil Engineers (ASCE). Additionally, Gustavo is a Certified Florida Stormwater Erosion and Sedimentation Control Inspector (#29690).
Kirby Stallings, LEP, REPA, RLA, *Senior Environmental Scientist*	**Kirby** has extensive experience as an Environmental Assessment Professional with over 38 years in professional consulting and 31 years of experience working on site assessment projects. He has broad knowledge of potential environmental issues related to various land uses including industrial, manufacturing, and agricultural. Kirby is a Registered Landscape Architect (#0001475), a Licensed Environmental Professional (LEP #136), a Registered Environmental Professional (LEP #6120), and is a Certified AHERA Asbestos Building Inspector and Project Designer. Additionally, Kirby has qualifications to fulfill Environmental Professional (EP) requirements per the EPA's All Appropriate Inquiry Rule and ASTM E-1572(05).
Rick Hagberg, PE, *Senior Geologist*	**Rick** has extensive experience in industrial and hazardous waste assessment and remediation, including management of private and public sector projects. His project experience includes site assessment, environmental construction and remediation, industrial, petroleum, sanitary, and hazardous waste investigation and treatment, operational and transactional audits, training programs, permitting, multimedia field sampling, preparation of SPPP and SPCC plans, surface water and stormwater quality sampling and analysis, and potable water resource evaluations. Rick is a Professional Geologist in Florida (#1956), Mississippi (#0585), Tennessee (#5218), Alabama (#457), and North Carolina (#C-474). Additionally, he is a member of the Florida Brownfields Association and the National Water Well Association.
Lindsey, Romine, PG, *Project Geologist*	**Lindsey** has seven years of experience working in the environmental field, including Phase I ESAs, groundwater and soil sample collection, installation of groundwater monitor wells, Stormwater Pollution Prevention Plan inspections, benthic assessments, seagrass surveys, gopher tortoise surveys, and data collection for aquifer characterization (Slug Testing). She is a member of the American Institute of Professional Geologists, and the Florida Association of Environmental Professionals. In addition to her Professional Geologist registration in Florida (#3081), Lindsey is a certified Florida Stormwater Erosion and Sedimentation Control Inspector (#43387).
Adam Forkner, GIT, *Environmental Scientist*	A member of the American Institute of Professional Geologists, and the Florida Association of Environmental Professionals, **Adam** offers five years of experience as a staff professional. His duties include performing Phase I and Phase II Environmental Site Assessments, preparing and implementing soil and groundwater assessments and preparing the reports for the FDEP Petroleum Restoration Program, field delineation of wetlands and protected species surveys, installation of groundwater monitor wells, soil and groundwater sample collection, data collection for aquifer characterization (Slug Testing), performing benthic assessments and seagrass surveys, conducting Stormwater Pollution Prevention Plan inspections, and site inspections and interviews for Spill Prevention, Control and Countermeasure (SPCC) Plans and Erosion Control BMPs. In addition to his Geologist in Training registration (#GIT40), Adam is a certified Florida Stormwater Erosion and Sedimentation Control Inspector (#38052).

Exhibit C - Standard Hourly Rate Schedule

	Labor Category	Unit		Rate
1	Project Manager	per hour	$	225.00
2	Principal Engineer, Geologist, Scientist	per hour	$	185.00
3	Project Engineer, Geologist, Scientist	per hour	$	140.00
4	Staff Professional	per hour	$	110.00
5	Environmental Technician	per hour	$	75.00
6	Principal Industrial Hygienist	per hour	$	185.00
7	Senior Industrial Hygienist	per hour	$	150.00
8	Project Industrial Hygienist	per hour	$	120.00
9	Staff Industrial Hygienist	per hour	$	90.00
10	Industrial Hygiene Technician	per hour	$	75.00
11	Principal Cultural Resources Professional	per hour	$	120.00
12	Senior Cultural Resources Professional	per hour	$	95.00
13	Project Cultural Resources Professional	per hour	$	70.00
14	Staff Cultural Resources Professional	per hour	$	60.00
15	CAD Operator	per hour	$	125.00
16	Administrative Support	per hour	$	55.00

	Unit Rate Category	Unit		Rate
1	Borehole Caliper Probe	per day	$	60.00
2	Borehole Matrix / Winch System	per day	$	500.00
3	Explosimeter/ O2 Meter	per day	$	50.00
4	pH Meter	per day	$	25.00
5	Conductivity Meter	per day	$	25.00
6	Oil-Water Interface Probe	per day	$	60.00
7	Colorimetric Tube Pump	per day	$	50.00
8	Portable Generator	per day	$	90.00
9	XRF Spectrum Analyzer (metals in Soil)	per day	$	500.00
10	XRF Spectrum Analyzer (metals in Soil)	per week	$	2,000.00
11	In-Situ Slug Test Equipment	per day	$	45.00
12	Geometrics ES-3000 Seismograph	per day	$	500.00
13	AGI String R1 Resistivity Meter	per day	$	300.00
14	Centrifugal Pump	per day	$	35.00
15	Dissolved Oxygen Meter	per day	$	50.00
16	Rediflow Pump	per day	$	125.00
17	Groundwater Sampling Equipment & Supplies	per sample	$	35.00
18	Magnetic Locator / Metal Detector	per day	$	50.00
19	Precision Sound Level Meter	per day	$	100.00
20	Transducer with Datalogger	per day	$	75.00
21	Field Tablet	per day	$	75.00
22	Field Computer	per day	$	20.00
23	Flow-thru Cell and Meter	per day	$	175.00
24	Submersible Pump (2 -inch)	per day	$	50.00
25	Submersible Pump (4-inch)	per day	$	75.00
26	Enclosed Trailer	per day	$	50.00

	Unit Rate Category	Unit		Rate
27	Multi-Parameter Water Quality Meter	per day	$	100.00
28	Turbidity Meter	per day	$	35.00
29	Drawing Reproduction, "C" size or larger	per sheet	$	15.00
30	Indoor Air Quality Multimeter	per day	$	150.00
31	Temperature Meter	per day	$	25.00
32	Moisture Meter	per day	$	75.00
33	Temperature / Humidity Meter	per day	$	25.00
34	AnaBat Bioacoustical Monitoring System	per day	$	300.00
35	Miscellaneous Tools, Equipment & Supplies	per day	$	50.00
36	Borehole Gamma Probe	per day	$	60.00
37	Utility Locating (In-House)	per hour	$	130.00
38	Natural Resources Field Supplies	per day	$	100.00
39	Stream Flow Meter	per day	$	50.00
40	Vapor Expendables & Supplies	per day	$	225.00
41	FDEM Conductivity Meter	per day	$	350.00
42	Infrared Thermography	per day	$	150.00
43	Helium Tank	per day	$	50.00
44	Vehicle Usage	per day	$	75.00
45	Borescope	per day	$	65.00
46	Tripod, Rod, And Level	per day	$	50.00
47	Logging Tripod	per day	$	10.00
48	Wellcad Borehole Software	per day	$	25.00
49	Constant Head Permeameter	per day	$	75.00
50	Per Diem	per day	$	150.00
51	GSSI and MALA GPR System	per day	$	500.00
52	GSSI SIR 30 Roadway GPR	per day	$	1,500.00
53	Geonics TDEM EM-61 System	per day	$	500.00
54	GPS Unit (Sub-Meter Accuracy Capability)	per day	$	160.00
55	Borehole Acoustic Televiewer Probe	per day	$	400.00
56	TVA / OVA Instrument (PID/FID)	per day	$	150.00
57	Peristaltic Pump	per day	$	45.00
58	Noise Dosimeters	per unit	$	80.00
59	Velometer	per day	$	125.00
60	CO/CO2/Combustible Gas Meter	per day	$	150.00
61	Microbial Impactor and Vacuum Pump	per day	$	100.00
62	Air Monitoring Technician	per day	$	600.00
63	GT Landfill Gas Meter	per day	$	150.00
64	PLM Analysis (5-day)	per each	$	15.00
65	PLM Analysis (3-day)	per each	$	17.00
66	PLM Analysis (Next Day)	per each	$	20.00
67	PLM Analysis (Same Day)	per each	$	25.00

	Unit Rate Category	Unit		Rate
68	PetroFlag Equipment Rental	per day	$	35.00
69	PetroFlag Testing	per sample	$	15.00
70	Surface Water Equipment & Supplies	per sample	$	30.00
71	Soil Sampling Equipment & Supplies	per day	$	50.00
72	XRF Meter for Lead-in-Paint Analysis	per half day	$	300.00
73	XRF Meter for Lead-in-Paint Analysis	per day	$	500.00
74	TEM Analysis (5-day)	per each	$	50.00
75	TEM Analysis (3-day)	per each	$	60.00
76	TEM Analysis (Next Day)	per each	$	100.00
77	PCM Analysis (2-Day)	per each	$	10.00
78	Spontaneous Potential Equipment	per day	$	250.00
79	Env - Mileage	per mile	$	0.85
80	Water Level Indicator	per day	$	25.00
81	Travel Expenses	Cost + 10%		
82	Subcontract Services	Cost + 10%		
83	Supplies, Equipment, Materials & Shipping	Cost + 10%		

City of Bradenton, Florida

Professional Services Agreement

RFP 22-029TWS: Drainage-Stormwater Design and Transportation Design Services

This CONTINUING SERVICES CONTRACT (the "Contract"), is made this ___ day of _____ 20__, between the CITY OF BRADENTON (hereafter referred to as "CITY" or "CLIENT") a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205, and Stantec Consulting Services, Inc. (herein after referred to as "CONSULTANT"), with a principal office located at 6920 Professional Parkway East, Sarasota, FL 34233.

WHEREAS, the CITY desires to obtain Drainage-Stormwater Design and Transportation Design services from CONSULTANT for assigned projects in Bradenton, Florida (herein after referred to as "Continuing Services Projects") and issued RFP 22-029TWS pursuant to Section 287.055 of Florida Statutes, to find qualified professionals to fulfill the need for these services; and

WHEREAS, the Term of Contract is three (3) years from execution of the Contract, and CITY may, at its option, with mutual agreement from CONSULTANT, renew this Contract at the end of the Term for up to two (2) one-year extensions; and

WHEREAS, the CITY retains CONSULTANT to perform the services described herein on an "as needed" basis, as designated, authorized, and assigned by the CITY, and the CITY agrees to compensate CONSULTANT for such services in accordance with this Contract; and

WHEREAS, it is the primary intent of this Contract to ensure that CONSULTANT is available to provide professional services, in accordance with mutually agreed upon conditions, and the CITY has complied with all requirements of the Consultants Competitive Negotiation Act, in selection of CONSULTANT for this Contract; and

NOW, THEREFORE, the CITY and CONSULTANT, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals**. The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Contract.

2. **Request for Qualifications**. Request for Proposals (RFP) 22-029TWS and the CONSULTANT's response thereto are incorporated into this Contract by reference. In the event of any conflict between the relevant documents, any such conflict shall be resolved by first looking to this contract, second looking to the CONSULTANT's response and third looking to the RFP.

3. **Scope of Services**.

   3.1 The CONSULTANT's services consist of those services performed by the CONSULTANT, CONSULTANT's employees, and CONSULTANT's Sub-Consultants as enumerated and described in Exhibit A – Scope of Services in connection with this Continuing Service Contract. [TA1]

   3.2 The CONSULTANT's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the CITY, the CONSULTANT shall submit within 48 hours for the CITY's approval, a proposal for the performance of the CONSULTANT's services. The proposal shall contain a description of scope of proposed service, schedule upon which services will be provided, and all fees for services as described in Article 5. Time limits established by this proposal as approved by the CITY shall not, except for reasonable cause, be exceeded by the CONSULTANT or CITY.

   3.3 The CONSULTANT shall use the Project Team as designated from among the individuals listed on Exhibit B, Key Employees. The CONSULTANT shall not remove or replace any members of the Project Team, except upon written notice to and approval by the CITY based upon good cause shown. CITY's approval of such requests for team changes shall not be unreasonably withheld.

   3.4 All services rendered by the CONSULTANT shall be conducted under the responsible charge of persons properly licensed and certified in accordance with Florida Statutes and other applicable rules and regulations. Proof of Certification for each individual professional providing service shall be provided by the CONSULTANT to the CITY prior to services being rendered.

   3.5 It is understood and agreed that the CONSULTANT's services under this Contract do not include participation, whatsoever, in any litigation except litigation stemming

from the CONSULTANT's negligence or breach of this Contract. Should such services be required, a supplemental agreement may be negotiated between the CITY and the CONSULTANT describing the services desired and providing a basis for compensation to the CONSULTANT.

4. **Time of Completion**. CONSULTANT shall commence services upon receipt of a written notice signed by the OWNER's Representative. CONSULTANT shall include in its proposal a schedule for the Scope of Work defined by CITY. The schedule will be agreed upon on a project by project basis. CONSULTANT shall complete work in accordance with the schedule. CONSULTANT shall accelerate performance of services in the manner directed by CITY, in the event CITY in its reasonable discretion, determines that such acceleration is necessary to maintain the schedule.

5. **Fees**. The CITY agrees to pay to CONSULTANT for its services, as set forth in Exhibit A, a fee based upon an approved written proposal for each Work Order to be completed under the Contract.

5.1 The method of compensation will be established by the CITY based on the scope of each Work Order from the following options.

a. For Work Orders where the scope can be reasonably defined and has a specific schedule, compensation shall be a Lump Sum for each task calculated based on the estimated hours to be worked by the CONSULTANT for each of the tasks or subtasks multiplied by the standard hourly rates as agreed to in Exhibit C. Based on this calculation, a Lump Sum fee for each task will then be agreed to by the CITY and CONSULTANT prior to authorization of the Work Order. The total of the Lump Sum fees for all tasks in a Work Order shall be the total and complete amount payable to the CONSULTANT for performance of the Work Order and shall include the cost of all labor, overhead, profit, direct project expenses and expenses of any nature associated with completion of the Work Order tasks.

b. For indeterminate Work Orders, where the scope and/or schedule cannot be reasonably defined, compensation shall be on a "time & materials" basis with a preliminary, "not to exceed" budget agreed to by the CONSULTANT and CITY. Compensation shall be made for actual work performed in accordance with the schedule of rates included as Exhibit C.

5.2 Reimbursable expenses shall include only the actual and necessary costs and expenses reasonably and properly incurred by the CONSULTANT in connection with the services rendered under this Contract. Reimbursable expenses shall include the costs of any subconsultants utilized for the completion of authorized services. The costs and expenses shall be invoiced by the CONSULTANT at

their actual cost with no markup allowed. CONSULTANT shall provide any documentation required by the CITY related to said costs and expenses.

5.3 The CONSULTANT shall not exceed the approved Work Order cost without prior written approval from the CITY. Any increases in the actual work tasks or the level of effort for each work task shall be considered additional services for which the CONSULTANT will be entitled to additional compensation, using the methods defined in this Section of the Contract, and as mutually agreed to by the CITY and CONSULTANT.

5.4 The CONSULTANT shall submit invoices for services provided and fees earned on a monthly basis. Such invoicing shall be supported by a Progress Report showing the actual tasks performed and their relationship to the percentage of fee claimed. All progress reports and invoices shall be mailed to the attention of the CITY's Director of Public Works, 1411 9th St. W., Bradenton, Florida 34205.

5.5 Monthly invoices shall be paid by the CITY in accordance with Florida Statute 218.74. Resolution of improper payment requests or disputes between the CITY and the CONSULTANT will be resolved in accordance with Florida Statute 287.76.

6.0 **Ownership of Documents**. All drawings, computations, details, design calculations and other documents and plans (Work Product) that result from the CONSULTANT's services under this Contract are to become the property of the CITY upon full payment for services owed to CONSULTANT. Documents prepared by the CONSULTANT pursuant to this Contract are not intended nor represented to be suitable for reuse by the CITY or others on extensions of a Project or on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from the CONSULTANT shall be at the CITY's sole risk and without liability to the CONSULTANT. Further, any and all liability arising out of changes made to the CONSULTANT's deliverables to the CITY made under this Contract by the CITY or persons other than the CONSULTANT is waived as against the CONSULTANT and the CITY assumes full responsibility for such changes unless the CITY has given the CONSULTANT prior notice and has received from the CONSULTANT written consent for such changes.

7.0 **Insurance**. The CONSULTANT shall procure and maintain at the CONSULTANT's own expense, for the entire term of this Contract, the following insurance coverage. Within 10 days following the approval of this Contract, the CONSULTANT shall furnish the CITY a certificate or certificates of insurance in a form satisfactory to the CITY showing that CONSULTANT complies with the requirements of this paragraph. All certificates shall specify the policy shall not be cancelled without providing written notice to the CITY at least 30 days prior to any cancellation. The CITY shall be named as an additional insured on each policy as appropriate.

7.1 Worker's Compensation – Unless otherwise allowed by Florida law, and approved by the CITY, CONSULTANT shall provide Worker's Compensation for all employees, with minimum limits statutory for Worker's Compensation and $1,000,000 for Employer's Liability.

7.2 Commercial General Liability – the limits are to be applicable only to work performed under this Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO form CG 25 03) to a Commercial General Liability Policy with the following minimum limits:

- **Products/Completed Operations Aggregate $1,000,000**
- **Personal and Advertising Injury $500,000**
- **Each Occurrence $500,000**

7.3 Comprehensive Automobile Liability – The CONSULTANT shall provide coverage for Each Occurrence Bodily Injury and Property Damage Liability Combined of not less than $1,000,000. Annual Aggregate (if applicable) Three (3) Times the Each Occurrence Limit.

7.4 Professional Liability Insurance – Professional Liability Insurance (including coverage for the Schedule of Fees and Services to be performed under this Contract), for protection from negligent acts, errors, and omissions of CONSULTANT from or in connection with the performance of CONSULTANT's services. CONSULTANT must maintain a comprehensive liability policy, including errors and omissions coverage, issued to CONSULTANT as the insured. Said policy shall be issued and underwritten by a licensed insurer, authorized as such in the State of Florida. Said policy shall provide coverage for the acts or omissions of CONSULTANT in a minimum amount of $1,000,000.00 per claim. Said comprehensive professional liability policy shall be underwritten by an insurer who, in the most current edition of Best's Key Rating Guide, has (1) a rating classification of "A" or better, and (2) a financial size category rating of Class IV or higher.

7.5 Certificates of Insurance and Copies of Policies – Certificates of Insurance in triplicate evidencing the insurance coverage specified in the above paragraphs shall be filed with the CITY's Purchasing Manager before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and shall refer specifically to the proposal number, project title, and location of project. Insurance shall remain in force for a minimum of one (1) year after completion and acceptance of the project by the CITY, in the amounts and types as stated herein, including coverage for all products and services completed under this Contract.

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

9.0 **Termination, Suspension, Disputes, or Abandonment**. This Contract may be terminated by either party for failure of the other party to substantially perform their obligations under this Contract. The CITY shall have the sole right and option to suspend or terminate this Contract without cause, provided that 30 days' prior notice is given to the CONSULTANT.

9.1 In the event of termination, the CITY shall pay the CONSULTANT for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses, and the CITY shall have no further obligation to CONSULTANT for payment to CONSULTANT of the remainder of its fees, unless and until Continuing Services Projects are resumed by the CITY.

10.0 **Term**. The term of this Contract is for a period of three (3) years, commencing on the date of execution of this Contract. The CITY reserves the right, upon written request from the CONSULTANT, to extend this Contract up to two (2) times, with each extension for a period of one (1) year. Such extensions shall be subject to the same terms and conditions, as stated herein.

11.0 **Subconsultants**. Any proposed subconsultants the CONSULTANT wishes to utilize as part of its services for any Work Order shall be submitted to the CITY for approval prior to CONSULTANT entering into a subconsultant agreement. Such approval by the CITY shall not be unreasonably withheld. CITY shall not be liable to CONSULTANT in any manner whatsoever arising out of the CITY's objection to a proposed subconsultant.

11.1 CONSULTANT shall coordinate the services and work product of any subconsultants and remain fully responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT or its subconsultants, and CONSULTANT shall review and approve of any designs, drawings, specifications, shop drawings, submittals, or other services produced or furnished by any subconsultants prior to submittal to the CITY.

CONSULTANT shall correct or revise any subconsultant errors or deficiencies in the designs, drawings, specifications or other services produced pursuant to this Contract and shall provide CITY with such corrections or revisions at its sole expense.

11.2 Any subconsultant agreement shall reflect the terms of this Contract and require the subconsultant, to the extent of the services to be performed by the subconsultant, to assume toward CONSULTANT all the obligations which CONSULTANT by this Contract assumes toward the CITY, it being understood that nothing herein shall in any way relieve CONSULTANT from any of its duties under this Contract.

11.3 CONSULTANT shall cooperate at all times with CITY, and cooperate and coordinate with, and incorporate the work product of, any separate consultant, in any fashion appropriate or necessary to facilitate the design and construction of Continuing Services Projects within the project's budget and schedule. In the event CITY so elects and upon written mutual consent (which consent shall not be unreasonably withheld), as evidenced by a Work Order under this Contract, CONSULTANT shall accept any assignment of any agreement or contract CITY may have with any separate consultant.

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

12.1 CONSULTANT shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service;

12.2 CONSULTANT shall provide the public with access to public records on the same terms and conditions that the CITY would provide and at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law;

12.3 CONSULTANT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;

12.4 CONSULTANT shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of CONSULTANT upon termination of the Contract and destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. All records stored electronically must be provided to CITY in a format that is compatible with the CITY's information technology systems;

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

13.0 Limitation of Liability.

13.1 Neither the CITY nor the CONSULTANT shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

13.2 PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

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

City Clerk
Phone: (941) 932-9400
Email: Cityclerk@Cityofbradenton.com
Mailing Address: 101 Old Main Street – Bradenton, FL 34205

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Agreement upon the terms and conditions above stated, this _____day of _____, 20__.

CONSULTANT

Stantec Consulting Services, Inc.

6920 Professional Parkway East

Sarasota, Florida 34233

By:_____

Kristopher A. Wilhoit, PE
Vice President

Witness for CONSULTANT:

By:_____

Joyce Vega
Project Manager Assistant

CITY

City of Bradenton

1411 9th Street West

Bradenton, Florida 34205

By:_____

Gene Brown

Mayor, City of Bradenton

Witness for CITY:

By:_____

Tamara Melton

City Clerk

Approved as to Form:

By:_____

Scott Rudacille

City Attorney

Attachments

Exhibit A – Scope of Services
Exhibit B – Key Personnel
Exhibit C- Standard Hourly Rate Schedule

Exhibit A – Scope of Services

4.2 DRAINAGE/STORMWATER ENGINEERING SERVICES CONTRACT

The general scope of work to be provided to accomplish the CITY's objective includes a broad range of professional drainage/stormwater engineering services related to miscellaneous drainage or stormwater improvements projects, as may be designated by the CITY. The types of assignments that may be required during the duration of this Contract include but are not necessarily limited to the following:

a) Feasibility studies

b) Master planning

c) Stormwater modeling

d) Stormwater system design

e) Project permitting services

f) Development of construction cost opinions

g) Development of construction plans and specifications

h) Professional services during construction

- Construction administration services
- Construction observation services
- Completion of project close-out activities including Record Drawings in multiple electronic formats

i) Alternative project delivery methodologies (design-build, etc.)

j) Value engineering

Exhibit A – Scope of Services

4.10 TRANSPORATION-TRAFFIC ENGINEERING SERVICES CONTRACT

The general scope of work to be provided to accomplish the CITY's objective includes a broad range of professional transportation-traffic engineering services related to miscellaneous projects as may be designated by the CITY. The types of assignments that may be required during the duration of this Contract include but are not necessarily limited to the following:

a) Traffic analysis and planning

b) Transportation planning

c) Regional master planning

d) Computer modeling of traffic/trip generation data

e) Traffic impact analysis

f) Roadway engineering

g) Pavement evaluations

h) Signalization design

i) Corridor studies

j) Traffic calming plans

k) Parking needs analysis

l) Intersection analysis

m) Site distance analysis

n) Circulation analysis

o) Traffic control plans

p) Geometric design

q) Site design for traffic flow

r) Professional services during construction

- Construction administration services
- Construction observation services
- Preparation of project Record Drawings

s) Alternative project delivery methodologies (design-build, etc.)

t) Value engineering

Exhibit B - Key Personnel

Key Personnel	**Position**
Picard, Terry	Admin Support
Boschen, Andrew	GIS Analyst
Lacy, Kevin Eicher, Mike Schade, Bonnie	Sr. GIS Analyst Construction Inspector Sr Admin Support
Huisman, Dan Atwood, Mark Zech, Jared Holt, Danielle Eardley, Liz	CAD Technician Sr Construction Inspector Engineer in Training Engineer in Training Scientist
Laterza, Mike	Senior CAD Technician
Brunty, Jennifer	Sr Scientist
Corby, Jordan Foushee, Tim	Project Manager/ Engineer Engineer
Quartermaine, Ben	Senior Project Mgr/ Engineer

Exhibit C - Standard Hourly Rate Schedule

Key Personnel	Position	Staff Level	Rate
		Level 3	$ 111.00
		Level 4	$ 122.00
Picard, Terry	Admin Support	Level 5	$ 139.00
		Level 6	$ 143.00
Boschen, Andrew	GIS Analyst	Level 7	$ 152.00
Lacy, Kevin Eicher, Mike Schade, Bonnie	Sr. GIS Analyst Construction Inspector Sr Admin Support	Level 8	$ 162.00
Huisman, Dan Atwood, Mark Zech, Jared Holt, Danielle Eardley, Liz	CAD Technician Sr Construction Inspector Engineer in Training Engineer in Training Scientist	Level 9	$ 168.00
Laterza, Mike	Senior CAD Technician	Level 10	$ 173.00
Brunty, Jennifer	Sr Scientist	Level 11	$ 189.00
		Level 12	$ 198.00
Corby, Jordan Foushee, Tim	Project Manager/ Engineer Engineer	Level 13	$ 209.00
		Level 14	$ 219.00
Quartermaine, Ben	Senior Project Mgr/ Engineer	Level 15	$ 232.00
		Level 16	$ 256.00
		Level 17	$ 265.00
		Level 18	$ 270.00
		Level 19	$ 281.00
		Level 20	$ 291.00
		Level 21	$ 309.00
		1 Person Field Crew	$ 145.00
		2 Person Field Crew	$ 200.00
		3 Person Field Crew	$ 255.00
		4 Person Field Crew	$ 310.00

City of Bradenton, Florida

Professional Services Agreement

RFP 22-029TWS: Architectural Design Services

This CONTINUING SERVICES CONTRACT (the "Contract"), is made this ___ day of _____ 20__, between the CITY OF BRADENTON (hereafter referred to as "CITY" or "CLIENT") a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205, and Sweet Sparkman Architects (herein after referred to as "CONSULTANT"), with a principal office located at 1819 Main St., Suite 400, Sarasota, FL 34236.

WHEREAS, the CITY desires to obtain Architectural Design services from CONSULTANT for assigned projects in Bradenton, Florida (herein after referred to as "Continuing Services Projects") and issued RFP 22-029TWS pursuant to Section 287.055 of Florida Statutes, to find qualified professionals to fulfill the need for these services; and

WHEREAS, the Term of Contract is three (3) years from execution of the Contract, and CITY may, at its option, with mutual agreement from CONSULTANT, renew this Contract at the end of the Term for up to two (2) one-year extensions; and

WHEREAS, the CITY retains CONSULTANT to perform the services described herein on an "as needed" basis, as designated, authorized, and assigned by the CITY, and the CITY agrees to compensate CONSULTANT for such services in accordance with this Contract; and

WHEREAS, it is the primary intent of this Contract to ensure that CONSULTANT is available to provide professional services, in accordance with mutually agreed upon conditions, and the CITY has complied with all requirements of the Consultants Competitive Negotiation Act, in selection of CONSULTANT for this Contract; and

NOW, THEREFORE, the CITY and CONSULTANT, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals**. The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Contract.

2. **Request for Qualifications**. Request for Proposals (RFP) 22-029TWS and the CONSULTANT's response thereto are incorporated into this Contract by reference. In the event of any conflict between the relevant documents, any such conflict shall be resolved by first looking to this contract, second looking to the CONSULTANT's response and third looking to the RFP.

3. **Scope of Services**.

   3.1 The CONSULTANT's services consist of those services performed by the CONSULTANT, CONSULTANT's employees, and CONSULTANT's Sub-Consultants as enumerated and described in Exhibit A – Scope of Services in connection with this Continuing Service Contract. [TA1]

   3.2 The CONSULTANT's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the CITY, the CONSULTANT shall submit within 48 hours for the CITY's approval, a proposal for the performance of the CONSULTANT's services. The proposal shall contain a description of scope of proposed service, schedule upon which services will be provided, and all fees for services as described in Article 5. Time limits established by this proposal as approved by the CITY shall not, except for reasonable cause, be exceeded by the CONSULTANT or CITY.

   3.3 The CONSULTANT shall use the Project Team as designated from among the individuals listed on Exhibit B, Key Employees. The CONSULTANT shall not remove or replace any members of the Project Team, except upon written notice to and approval by the CITY based upon good cause shown. CITY's approval of such requests for team changes shall not be unreasonably withheld.

   3.4 All services rendered by the CONSULTANT shall be conducted under the responsible charge of persons properly licensed and certified in accordance with Florida Statutes and other applicable rules and regulations. Proof of Certification for each individual professional providing service shall be provided by the CONSULTANT to the CITY prior to services being rendered.

   3.5 It is understood and agreed that the CONSULTANT's services under this Contract do not include participation, whatsoever, in any litigation except litigation stemming

from the CONSULTANT's negligence or breach of this Contract. Should such services be required, a supplemental agreement may be negotiated between the CITY and the CONSULTANT describing the services desired and providing a basis for compensation to the CONSULTANT.

4. **Time of Completion**. CONSULTANT shall commence services upon receipt of a written notice signed by the OWNER's Representative. CONSULTANT shall include in its proposal a schedule for the Scope of Work defined by CITY. The schedule will be agreed upon on a project by project basis. CONSULTANT shall complete work in accordance with the schedule. CONSULTANT shall accelerate performance of services in the manner directed by CITY, in the event CITY in its reasonable discretion, determines that such acceleration is necessary to maintain the schedule.

5. **Fees**. The CITY agrees to pay to CONSULTANT for its services, as set forth in Exhibit A, a fee based upon an approved written proposal for each Work Order to be completed under the Contract.

5.1 The method of compensation will be established by the CITY based on the scope of each Work Order from the following options.

a. For Work Orders where the scope can be reasonably defined and has a specific schedule, compensation shall be a Lump Sum for each task calculated based on the estimated hours to be worked by the CONSULTANT for each of the tasks or subtasks multiplied by the standard hourly rates as agreed to in Exhibit C. Based on this calculation, a Lump Sum fee for each task will then be agreed to by the CITY and CONSULTANT prior to authorization of the Work Order. The total of the Lump Sum fees for all tasks in a Work Order shall be the total and complete amount payable to the CONSULTANT for performance of the Work Order and shall include the cost of all labor, overhead, profit, direct project expenses and expenses of any nature associated with completion of the Work Order tasks.

b. For indeterminate Work Orders, where the scope and/or schedule cannot be reasonably defined, compensation shall be on a "time & materials" basis with a preliminary, "not to exceed" budget agreed to by the CONSULTANT and CITY. Compensation shall be made for actual work performed in accordance with the schedule of rates included as Exhibit C.

5.2 Reimbursable expenses shall include only the actual and necessary costs and expenses reasonably and properly incurred by the CONSULTANT in connection with the services rendered under this Contract. Reimbursable expenses shall include the costs of any subconsultants utilized for the completion of authorized services. The costs and expenses shall be invoiced by the CONSULTANT at

their actual cost with no markup allowed. CONSULTANT shall provide any documentation required by the CITY related to said costs and expenses.

5.3 The CONSULTANT shall not exceed the approved Work Order cost without prior written approval from the CITY. Any increases in the actual work tasks or the level of effort for each work task shall be considered additional services for which the CONSULTANT will be entitled to additional compensation, using the methods defined in this Section of the Contract, and as mutually agreed to by the CITY and CONSULTANT.

5.4 The CONSULTANT shall submit invoices for services provided and fees earned on a monthly basis. Such invoicing shall be supported by a Progress Report showing the actual tasks performed and their relationship to the percentage of fee claimed. All progress reports and invoices shall be mailed to the attention of the CITY's Director of Public Works, 1411 9th St. W., Bradenton, Florida 34205.

5.5 Monthly invoices shall be paid by the CITY in accordance with Florida Statute 218.74. Resolution of improper payment requests or disputes between the CITY and the CONSULTANT will be resolved in accordance with Florida Statute 287.76.

6.0 **Ownership of Documents**. All drawings, computations, details, design calculations and other documents and plans (Work Product) that result from the CONSULTANT's services under this Contract are to become the property of the CITY upon full payment for services owed to CONSULTANT. Documents prepared by the CONSULTANT pursuant to this Contract are not intended nor represented to be suitable for reuse by the CITY or others on extensions of a Project or on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from the CONSULTANT shall be at the CITY's sole risk and without liability to the CONSULTANT. Further, any and all liability arising out of changes made to the CONSULTANT's deliverables to the CITY made under this Contract by the CITY or persons other than the CONSULTANT is waived as against the CONSULTANT and the CITY assumes full responsibility for such changes unless the CITY has given the CONSULTANT prior notice and has received from the CONSULTANT written consent for such changes.

7.0 **Insurance**. The CONSULTANT shall procure and maintain at the CONSULTANT's own expense, for the entire term of this Contract, the following insurance coverage. Within 10 days following the approval of this Contract, the CONSULTANT shall furnish the CITY a certificate or certificates of insurance in a form satisfactory to the CITY showing that CONSULTANT complies with the requirements of this paragraph. All certificates shall specify the policy shall not be cancelled without providing written notice to the CITY at least 30 days prior to any cancellation. The CITY shall be named as an additional insured on each policy as appropriate.

7.1 Worker's Compensation – Unless otherwise allowed by Florida law, and approved by the CITY, CONSULTANT shall provide Worker's Compensation for all employees, with minimum limits statutory for Worker's Compensation and $1,000,000 for Employer's Liability.

7.2 Commercial General Liability – the limits are to be applicable only to work performed under this Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO form CG 25 03) to a Commercial General Liability Policy with the following minimum limits:

- **Products/Completed Operations Aggregate $1,000,000**
- **Personal and Advertising Injury $500,000**
- **Each Occurrence $500,000**

7.3 Comprehensive Automobile Liability – The CONSULTANT shall provide coverage for Each Occurrence Bodily Injury and Property Damage Liability Combined of not less than $1,000,000. Annual Aggregate (if applicable) Three (3) Times the Each Occurrence Limit.

7.4 Professional Liability Insurance – Professional Liability Insurance (including coverage for the Schedule of Fees and Services to be performed under this Contract), for protection from negligent acts, errors, and omissions of CONSULTANT from or in connection with the performance of CONSULTANT's services. CONSULTANT must maintain a comprehensive liability policy, including errors and omissions coverage, issued to CONSULTANT as the insured. Said policy shall be issued and underwritten by a licensed insurer, authorized as such in the State of Florida. Said policy shall provide coverage for the acts or omissions of CONSULTANT in a minimum amount of $1,000,000.00 per claim. Said comprehensive professional liability policy shall be underwritten by an insurer who, in the most current edition of Best's Key Rating Guide, has (1) a rating classification of "A" or better, and (2) a financial size category rating of Class IV or higher.

7.5 Certificates of Insurance and Copies of Policies – Certificates of Insurance in triplicate evidencing the insurance coverage specified in the above paragraphs shall be filed with the CITY's Purchasing Manager before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and shall refer specifically to the proposal number, project title, and location of project. Insurance shall remain in force for a minimum of one (1) year after completion and acceptance of the project by the CITY, in the amounts and types as stated herein, including coverage for all products and services completed under this Contract.

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

9.0 **Termination, Suspension, Disputes, or Abandonment**. This Contract may be terminated by either party for failure of the other party to substantially perform their obligations under this Contract. The CITY shall have the sole right and option to suspend or terminate this Contract without cause, provided that 30 days' prior notice is given to the CONSULTANT.

9.1 In the event of termination, the CITY shall pay the CONSULTANT for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses, and the CITY shall have no further obligation to CONSULTANT for payment to CONSULTANT of the remainder of its fees, unless and until Continuing Services Projects are resumed by the CITY.

10.0 **Term**. The term of this Contract is for a period of three (3) years, commencing on the date of execution of this Contract. The CITY reserves the right, upon written request from the CONSULTANT, to extend this Contract up to two (2) times, with each extension for a period of one (1) year. Such extensions shall be subject to the same terms and conditions, as stated herein.

11.0 **Subconsultants**. Any proposed subconsultants the CONSULTANT wishes to utilize as part of its services for any Work Order shall be submitted to the CITY for approval prior to CONSULTANT entering into a subconsultant agreement. Such approval by the CITY shall not be unreasonably withheld. CITY shall not be liable to CONSULTANT in any manner whatsoever arising out of the CITY's objection to a proposed subconsultant.

11.1 CONSULTANT shall coordinate the services and work product of any subconsultants and remain fully responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT or its subconsultants, and CONSULTANT shall review and approve of any designs, drawings, specifications, shop drawings, submittals, or other services produced or furnished by any subconsultants prior to submittal to the CITY.

CONSULTANT shall correct or revise any subconsultant errors or deficiencies in the designs, drawings, specifications or other services produced pursuant to this Contract and shall provide CITY with such corrections or revisions at its sole expense.

11.2 Any subconsultant agreement shall reflect the terms of this Contract and require the subconsultant, to the extent of the services to be performed by the subconsultant, to assume toward CONSULTANT all the obligations which CONSULTANT by this Contract assumes toward the CITY, it being understood that nothing herein shall in any way relieve CONSULTANT from any of its duties under this Contract.

11.3 CONSULTANT shall cooperate at all times with CITY, and cooperate and coordinate with, and incorporate the work product of, any separate consultant, in any fashion appropriate or necessary to facilitate the design and construction of Continuing Services Projects within the project's budget and schedule. In the event CITY so elects and upon written mutual consent (which consent shall not be unreasonably withheld), as evidenced by a Work Order under this Contract, CONSULTANT shall accept any assignment of any agreement or contract CITY may have with any separate consultant.

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

12.1 CONSULTANT shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service;

12.2 CONSULTANT shall provide the public with access to public records on the same terms and conditions that the CITY would provide and at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law;

12.3 CONSULTANT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;

12.4 CONSULTANT shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of CONSULTANT upon termination of the Contract and destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. All records stored electronically must be provided to CITY in a format that is compatible with the CITY's information technology systems;

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

13.0 Limitation of Liability.

13.1 Neither the CITY nor the CONSULTANT shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

13.2 PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

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

City Clerk
Phone: (941) 932-9400
Email: Cityclerk@Cityofbradenton.com
Mailing Address: 101 Old Main Street – Bradenton, FL 34205

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Agreement upon the terms and conditions above stated, this _____day of _____, 20__.

CONSULTANT

Sweet Sparkman Architects

1819 Main St., Suite 400

Sarasota, FL 34236

By:_____

CITY

City of Bradenton

1411 9th Street West

Bradenton, Florida 34205

By:_____

Gene Brown

Mayor, City of Bradenton

Witness for CONSULTANT:

By:_____

Witness for CITY:

By:_____

Tamara Melton

City Clerk

Approved as to Form:

By:_____

Scott Rudacille

City Attorney

Attachments

Exhibit A – Scope of Services
Exhibit B – Key Personnel
Exhibit C- Standard Hourly Rate Schedule

Exhibit A – Scope of Services

4.1 ARCHITECTURAL SERVICES CONTRACT

The general scope of work to be provided to accomplish the CITY's objective includes a broad range of professional architectural services related to design, permitting and construction management of miscellaneous projects as may be designated by the CITY. The types of assignments that may be required during the duration of this Contract include but are not necessarily limited to the following:

a) Feasibility studies

b) Master planning

c) Graphic design

d) Interior design

e) Building Information Modeling (BIM)

f) Architectural engineering and design

g) Project permitting services

h) Development of construction cost opinions

i) Development of construction plans and specifications

j) Professional services during construction

- Construction administration services
- Construction observation services
- Completion of project close-out activities including Record Drawings in multiple electronic formats

k) Alternative project delivery methodologies (design-build, etc.)

l) Sustainable (LEED) design

m) Value engineering

Exhibit B - Key Personnel

PRINCIPAL/ARCHITECT OF RECORD
TODD SWEET, AIA, LEED AP

Remaining active in the project from commencement through construction close-out, Todd offers the City of Bradenton, Principal-led design and project coordination. Todd will be the primary point of contact for the City. Todd has served as Principal in Charge / Architect of Record for the firm's various Continuing Service projects for nearby municipalities. Todd is a Manatee County resident. Todd is authorized to enter into a contract on behalf of Sweet Sparkman.

PROJECT MANAGER
ARTURO LOPEZ, AIA

Arturo will serve as the Project Manager alongside Jenna. Arturo will provide the project guidance and consultant coordination for all aspects of the Design Team's responsibilities. He will work with Todd and Jenna to provide close oversight of the projects. Arturo has extensive experience with continuing service projects and understands the time and budget requirements required for this type of contract. He is currently working on several Manatee County Continuing Service Projects including the Administration Building 2nd and 9th floor renovations.

PROJECT ARCHITECT
JENNA ALBERS, AIA, NCARB

Jenna will serve as the Project Manager in conjunction with Arturo to formulate the design direction and the day to day logistics of the continuing service projects. Jenna worked closely with Todd, John, and Arturo on a variety of government projects ranging from feasibility studies, to renovations, to new construction projects. Jenna's experience with the nature of continuing service contracts and her past experience gives her the expertise to provide oversight of design standards for projects within the Manatee County area.

PROJECT DESIGNER
CHASE MEYERS, ASSOCIATE AIA

Chase and Elizabeth will be responsible for drafting the architectural design for the project through the use of Sketch-up and REVIT. He will work in close association with Todd, Jenna, and Arturo to complete drawings in all stages of design in the most cost effective way. Chase is currently working on several Manatee County Continuing Service Projects. Chase is a Manatee County resident.

PROJECT DESIGNER
ELIZABETH LEE, ASSOCIATE AIA

Elizabeth and Chase will be responsible for drafting the architectural design for the project through the use of Sketch-up and REVIT. She will work in close association with Todd, Jenna, and Arturo to complete drawings in all stages of design in the most cost effective way. Elizabeth is currently working on two Manatee County Continuing Service projects and understands the drawing standards required. Elizabeth is a Manatee County resident

INTERIOR DESIGNER
SHIRLEY QUINLAN | SWEET SPARKMAN

Shirley will be responsible, in conjunction with the design team for planning space adjacencies. She will be choosing materials and finishes that require low maintenance while withstanding the daily wear and tear of government projects.

QUALITY ASSURANCE/ QUALITY CONTROL
JOHN BRYANT, AIA, LEED AP

John will be responsible for quality assurance and quality control throughout each phase of the projects. John will use his experience and lessons learned as Project Manager on a variety of continuing service projects to provide guidance through the duration of the project. John is authorized to enter into a contract on behalf of Sweet Sparkman.

Exhibit C - Standard Hourly Rate Schedule

Effective through December 31, 2022

Professional Services:

Senior Principal	$210.00
Principal	$185.00
Design Director	$185.00
Project Manager	$165.00
Project Architect	$145.00
Project Designer	$115.00
Designer/CAD technician	$ 95.00
Lead Interior Designer	$155.00
Interior Designer	$135.00
Clerical / Procurement	$ 80.00

Reimbursable Expenses:

Reproductions	Cost plus 10%
Travel	Reimbursable at the prevailing rate per the IRS
Other reimbursable expenses include, but not limited to: Postage, photography, supplies, warehousing, etc.	Cost plus 10%
Consultants	Cost plus 10%
In-house Printing: B&W 8.5 x11	$ .12 /each
In-house Printing: B&W 11 x 17	$ .24 /each
In-house Printing: Color 8.5 x 11	$ .60 /each
In-house Printing: Color 11 x 17	$ 1.20 /each
In-house B&W plots	$ 5.00 /each
In-house color plots	$ 10.00 /each
Bank Transfer Fee	Wire Fee plus 10%

*Sweet Sparkman Architecture & Interiors is owned by Sweet Sparkman Architects, Inc.

Updated: 3/07/22

City of Bradenton, Florida

Professional Services Agreement

RFP 22-029TWS: Environmental Testing and Geotechnical Engineering Services

This CONTINUING SERVICES CONTRACT (the "Contract"), is made this ___ day of _____ 20__, between the CITY OF BRADENTON (hereafter referred to as "CITY" or "CLIENT") a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205, and Terracon Consultants, Inc. (herein after referred to as "CONSULTANT"), with a principal office located at 8260 Vico Ct., Unit B, Sarasota, FL 34240.

WHEREAS, the CITY desires to obtain Environmental Testing and Geotechnical Engineering services from CONSULTANT for assigned projects in Bradenton, Florida (herein after referred to as "Continuing Services Projects") and issued RFP 22-029TWS pursuant to Section 287.055 of Florida Statutes, to find qualified professionals to fulfill the need for these services; and

WHEREAS, the Term of Contract is three (3) years from execution of the Contract, and CITY may, at its option, with mutual agreement from CONSULTANT, renew this Contract at the end of the Term for up to two (2) one-year extensions; and

WHEREAS, the CITY retains CONSULTANT to perform the services described herein on an "as needed" basis, as designated, authorized, and assigned by the CITY, and the CITY agrees to compensate CONSULTANT for such services in accordance with this Contract; and

WHEREAS, it is the primary intent of this Contract to ensure that CONSULTANT is available to provide professional services, in accordance with mutually agreed upon conditions, and the CITY has complied with all requirements of the Consultants Competitive Negotiation Act, in selection of CONSULTANT for this Contract; and

NOW, THEREFORE, the CITY and CONSULTANT, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals**. The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Contract.

2. **Request for Qualifications**. Request for Proposals (RFP) 22-029TWS and the CONSULTANT's response thereto are incorporated into this Contract by reference. In the event of any conflict between the relevant documents, any such conflict shall be resolved by first looking to this contract, second looking to the CONSULTANT's response and third looking to the RFP.

3. **Scope of Services**.

   3.1 The CONSULTANT's services consist of those services performed by the CONSULTANT, CONSULTANT's employees, and CONSULTANT's Sub-Consultants as enumerated and described in Exhibit A – Scope of Services in connection with this Continuing Service Contract. [TA1]

   3.2 The CONSULTANT's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the CITY, the CONSULTANT shall submit within 48 hours for the CITY's approval, a proposal for the performance of the CONSULTANT's services. The proposal shall contain a description of scope of proposed service, schedule upon which services will be provided, and all fees for services as described in Article 5. Time limits established by this proposal as approved by the CITY shall not, except for reasonable cause, be exceeded by the CONSULTANT or CITY.

   3.3 The CONSULTANT shall use the Project Team as designated from among the individuals listed on Exhibit B, Key Employees. The CONSULTANT shall not remove or replace any members of the Project Team, except upon written notice to and approval by the CITY based upon good cause shown. CITY's approval of such requests for team changes shall not be unreasonably withheld.

   3.4 All services rendered by the CONSULTANT shall be conducted under the responsible charge of persons properly licensed and certified in accordance with Florida Statutes and other applicable rules and regulations. Proof of Certification for each individual professional providing service shall be provided by the CONSULTANT to the CITY prior to services being rendered.

   3.5 It is understood and agreed that the CONSULTANT's services under this Contract do not include participation, whatsoever, in any litigation except litigation stemming

from the CONSULTANT's negligence or breach of this Contract. Should such services be required, a supplemental agreement may be negotiated between the CITY and the CONSULTANT describing the services desired and providing a basis for compensation to the CONSULTANT.

4. **Time of Completion**. CONSULTANT shall commence services upon receipt of a written notice signed by the OWNER's Representative. CONSULTANT shall include in its proposal a schedule for the Scope of Work defined by CITY. The schedule will be agreed upon on a project by project basis. CONSULTANT shall complete work in accordance with the schedule. CONSULTANT shall accelerate performance of services in the manner directed by CITY, in the event CITY in its reasonable discretion, determines that such acceleration is necessary to maintain the schedule.

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b. For indeterminate Work Orders, where the scope and/or schedule cannot be reasonably defined, compensation shall be on a "time & materials" basis with a preliminary, "not to exceed" budget agreed to by the CONSULTANT and CITY. Compensation shall be made for actual work performed in accordance with the schedule of rates included as Exhibit C.

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their actual cost with no markup allowed. CONSULTANT shall provide any documentation required by the CITY related to said costs and expenses.

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5.4 The CONSULTANT shall submit invoices for services provided and fees earned on a monthly basis. Such invoicing shall be supported by a Progress Report showing the actual tasks performed and their relationship to the percentage of fee claimed. All progress reports and invoices shall be mailed to the attention of the CITY's Director of Public Works, 1411 9th St. W., Bradenton, Florida 34205.

5.5 Monthly invoices shall be paid by the CITY in accordance with Florida Statute 218.74. Resolution of improper payment requests or disputes between the CITY and the CONSULTANT will be resolved in accordance with Florida Statute 287.76.

6.0 **Ownership of Documents**. All drawings, computations, details, design calculations and other documents and plans (Work Product) that result from the CONSULTANT's services under this Contract are to become the property of the CITY upon full payment for services owed to CONSULTANT. Documents prepared by the CONSULTANT pursuant to this Contract are not intended nor represented to be suitable for reuse by the CITY or others on extensions of a Project or on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from the CONSULTANT shall be at the CITY's sole risk and without liability to the CONSULTANT. Further, any and all liability arising out of changes made to the CONSULTANT's deliverables to the CITY made under this Contract by the CITY or persons other than the CONSULTANT is waived as against the CONSULTANT and the CITY assumes full responsibility for such changes unless the CITY has given the CONSULTANT prior notice and has received from the CONSULTANT written consent for such changes.

7.0 **Insurance**. The CONSULTANT shall procure and maintain at the CONSULTANT's own expense, for the entire term of this Contract, the following insurance coverage. Within 10 days following the approval of this Contract, the CONSULTANT shall furnish the CITY a certificate or certificates of insurance in a form satisfactory to the CITY showing that CONSULTANT complies with the requirements of this paragraph. All certificates shall specify the policy shall not be cancelled without providing written notice to the CITY at least 30 days prior to any cancellation. The CITY shall be named as an additional insured on each policy as appropriate.

7.1 Worker's Compensation – Unless otherwise allowed by Florida law, and approved by the CITY, CONSULTANT shall provide Worker's Compensation for all employees, with minimum limits statutory for Worker's Compensation and $1,000,000 for Employer's Liability.

7.2 Commercial General Liability – the limits are to be applicable only to work performed under this Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO form CG 25 03) to a Commercial General Liability Policy with the following minimum limits:

- **Products/Completed Operations Aggregate $1,000,000**
- **Personal and Advertising Injury $500,000**
- **Each Occurrence $500,000**

7.3 Comprehensive Automobile Liability – The CONSULTANT shall provide coverage for Each Occurrence Bodily Injury and Property Damage Liability Combined of not less than $1,000,000. Annual Aggregate (if applicable) Three (3) Times the Each Occurrence Limit.

7.4 Professional Liability Insurance – Professional Liability Insurance (including coverage for the Schedule of Fees and Services to be performed under this Contract), for protection from negligent acts, errors, and omissions of CONSULTANT from or in connection with the performance of CONSULTANT's services. CONSULTANT must maintain a comprehensive liability policy, including errors and omissions coverage, issued to CONSULTANT as the insured. Said policy shall be issued and underwritten by a licensed insurer, authorized as such in the State of Florida. Said policy shall provide coverage for the acts or omissions of CONSULTANT in a minimum amount of $1,000,000.00 per claim. Said comprehensive professional liability policy shall be underwritten by an insurer who, in the most current edition of Best's Key Rating Guide, has (1) a rating classification of "A" or better, and (2) a financial size category rating of Class IV or higher.

7.5 Certificates of Insurance and Copies of Policies – Certificates of Insurance in triplicate evidencing the insurance coverage specified in the above paragraphs shall be filed with the CITY's Purchasing Manager before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and shall refer specifically to the proposal number, project title, and location of project. Insurance shall remain in force for a minimum of one (1) year after completion and acceptance of the project by the CITY, in the amounts and types as stated herein, including coverage for all products and services completed under this Contract.

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

9.0 **Termination, Suspension, Disputes, or Abandonment**. This Contract may be terminated by either party for failure of the other party to substantially perform their obligations under this Contract. The CITY shall have the sole right and option to suspend or terminate this Contract without cause, provided that 30 days' prior notice is given to the CONSULTANT.

9.1 In the event of termination, the CITY shall pay the CONSULTANT for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses, and the CITY shall have no further obligation to CONSULTANT for payment to CONSULTANT of the remainder of its fees, unless and until Continuing Services Projects are resumed by the CITY.

10.0 **Term**. The term of this Contract is for a period of three (3) years, commencing on the date of execution of this Contract. The CITY reserves the right, upon written request from the CONSULTANT, to extend this Contract up to two (2) times, with each extension for a period of one (1) year. Such extensions shall be subject to the same terms and conditions, as stated herein.

11.0 **Subconsultants**. Any proposed subconsultants the CONSULTANT wishes to utilize as part of its services for any Work Order shall be submitted to the CITY for approval prior to CONSULTANT entering into a subconsultant agreement. Such approval by the CITY shall not be unreasonably withheld. CITY shall not be liable to CONSULTANT in any manner whatsoever arising out of the CITY's objection to a proposed subconsultant.

11.1 CONSULTANT shall coordinate the services and work product of any subconsultants and remain fully responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT or its subconsultants, and CONSULTANT shall review and approve of any designs, drawings, specifications, shop drawings, submittals, or other services produced or furnished by any subconsultants prior to submittal to the CITY.

CONSULTANT shall correct or revise any subconsultant errors or deficiencies in the designs, drawings, specifications or other services produced pursuant to this Contract and shall provide CITY with such corrections or revisions at its sole expense.

11.2 Any subconsultant agreement shall reflect the terms of this Contract and require the subconsultant, to the extent of the services to be performed by the subconsultant, to assume toward CONSULTANT all the obligations which CONSULTANT by this Contract assumes toward the CITY, it being understood that nothing herein shall in any way relieve CONSULTANT from any of its duties under this Contract.

11.3 CONSULTANT shall cooperate at all times with CITY, and cooperate and coordinate with, and incorporate the work product of, any separate consultant, in any fashion appropriate or necessary to facilitate the design and construction of Continuing Services Projects within the project's budget and schedule. In the event CITY so elects and upon written mutual consent (which consent shall not be unreasonably withheld), as evidenced by a Work Order under this Contract, CONSULTANT shall accept any assignment of any agreement or contract CITY may have with any separate consultant.

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

12.1 CONSULTANT shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service;

12.2 CONSULTANT shall provide the public with access to public records on the same terms and conditions that the CITY would provide and at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law;

12.3 CONSULTANT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;

12.4 CONSULTANT shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of CONSULTANT upon termination of the Contract and destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. All records stored electronically must be provided to CITY in a format that is compatible with the CITY's information technology systems;

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

13.0 Limitation of Liability.

13.1 Neither the CITY nor the CONSULTANT shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

13.2 PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

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

City Clerk
Phone: (941) 932-9400
Email: Cityclerk@Cityofbradenton.com
Mailing Address: 101 Old Main Street – Bradenton, FL 34205

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Agreement upon the terms and conditions above stated, this _____day of _____, 20__.

CONSULTANT

Terracon Consultants, Inc.

8260 Vico Court, Unit B

Sarasota, Florida 34240

By:_____

Scott N. Parrish, P.E.

Witness for CONSULTANT:

By:_____

James M. Jackson, P.E.

CITY

City of Bradenton

1411 9th Street West

Bradenton, Florida 34205

By:_____

Gene Brown

Mayor, City of Bradenton

Witness for CITY:

By:_____

Tamara Melton

City Clerk

Approved as to Form:

By:_____

Scott Rudacille

City Attorney

Attachments

Exhibit A – Scope of Services
Exhibit B – Key Personnel
Exhibit C- Standard Hourly Rate Schedule

Exhibit A – Scope of Services

4.3 ENVIRONMENTAL TESTING SERVICES CONTRACT

The general scope of work to be provided to accomplish the CITY's objective includes a broad range of professional environmental testing services related to miscellaneous projects as may be designated by the CITY. The types of assignments that may be required during the duration of this Contract include but are not necessarily limited to the following:

a) Phase I Environmental Site Assessments

b) Phase II/III Environmental Investigations

c) Site Characterization/Soil and Groundwater Studies and Remediation

d) Visible Emissions Testing

e) Remedial Action Planning

f) Risk Assessments

g) Brownfield Investigations and Redevelopment

h) Underground and Above Ground Storage Tank Management

i) Asbestos Testing, Abatement Design, and Abatement Management

j) Hazardous Waste Determinations

k) Radon Testing

l) Indoor Air Quality

m) Mold Assessments

n) Lead-Based Paint Testing and Consulting

o) Materials corrosion

p) Dry and wet materials testing

q) Hazardous materials handling, treatment and/or disposal

Exhibit A – Scope of Services

4.5 GEOTECHNICAL ENGINEERING SERVICES CONTRACT

The general scope of work to be provided to accomplish the CITY's objective includes a broad range of professional geotechnical engineering services related to miscellaneous projects as may be designated by the CITY. The types of assignments that may be required during the duration of this Contract include but are not necessarily limited to the following:

a) Soil mapping and classification

b) Subsurface explorations/geophysical surveys

c) Soil and materials testing services

d) Settlement analyses

e) Sinkhole evaluations
   - Risk assessments
   - Remediation Design

f) Geotechnical evaluation/design recommendations
   - Shallow and deep foundations
   - Pile foundations
   - Retaining walls
   - Slabs on grade
   - Roadways and bridges
   - Dams
   - Utility pipelines
     - Open cut excavations
     - Horizontal directional drills
     - Jack and bore crossings
   - Stormwater Ponds
   - Value engineering

List of Key Personnel

Name	Title
Scott N. Parrish, P.E.	Principal Engineer
James Jackson, P.E.	Senior Engineer
Joe Adelman, P.G.	Senior Geologist
Scott Childress, E.I.	Staff Engineer
Jude Jean	Field Engineer
Angela Machado	Project Scientist
Nate Storer	Field Geologist
John Dunn	Assistant Project Manager
Dave Richards	Chief Technician
Brad Leffel	Chief Technician
Albert Herman	Chief Technician
Marco Martinez Bucio	Field Technician
Zach Dyer	Soils/Concrete Technician
Austin Levar	Soils/Concrete Technician
Jennessa Munoz	Soils/Concrete Technician
Alex Newsome	Soils/Concrete Technician
Kari Vasquez	Administrative Assistant

DESCRIPTION OF WORK	UNIT	RATE

TECHNICAL AND PROFESSIONAL STAFF

A.	Chief Engineer/Chief Scientist/Chief Geologist	Per Hour	$	250.00
B.	Principal Engineer/Principal Scientist/Principal Geologist	Per Hour	$	195.00
C.	Senior Engineer/Senior Project Manager/Senior Geologist/Senior Scientist	Per Hour	$	165.00
D.	Project Manager/Project Engineer/Project Geologist/Project Scientist	Per Hour	$	145.00
E.	Assistant Project Manager/Staff Engineer/Assistant Project Geologist/Assistant Project Scientist	Per Hour	$	120.00
F.	Chief Field Technician/Chief Engineering Technician/Chief Environmental Technician	Per Hour	$	95.00
G.	Senior Field Technician/Senior Engineering Technician/Senior Environmental Technician	Per Hour	$	85.00
H.	Field Technician/Engineering Technician/Environmental Technician	Per Hour	$	75.00
I.	Soils Technician/Concrete Technician	Per Hour	$	65.00
J.	CADD Operator	Per Hour	$	95.00
K.	Administrative Assistant	Per Hour	$	85.00

NOTES

1. Hourly rates are portal to portal.
2. An overtime multiplier of 1.5 will be applied to the above rates for any work performed between 6:00 p.m. to 7:00 a.m. weekends, holidays and over 8 hours per day.
3. Rates for services not listed will be provided as requested.
4. Stand-by time and cancellation without prior notice will be invoiced at the appropriate hourly rate.

TRAVEL EXPENSES

A.	Automobile Travel (non-rental)	Per Mile	$	0.70
B.	Field Support Vehicle	Per Day	$	85.00
C.	Lodging, per person (subject to change dependent on geographical area)	Per Day	$	150.00
D.	Per Diem, per person	Per Day	$	100.00

ENVIRONMENTAL SERVICES

I. ENVIRONMENTAL SITE ASSESSMENT ACTIVITIES

1.	Phase I Environmental Site Assessment Less Than 100 Acres	Lump Sum	$	2,500.00
2.	Phase I Environmental Site Assessment More Than 100 Acres		Site Specific	
3.	Phase I Environmental Site Assessment Updates (Within 12 Months)	Lump Sum	$	1,800.00
4.	Contamination Screening Evaluation Report	First Mile	$	1,800.00
5.	Each additional mile	After First Mile	$	1,200.00
6.	Transaction Screening Evaluation	Lump Sum	$	1,200.00
7.	Reliance Letter	Each	$	500.00
8.	Phase II Environmental Site Assessment and/or Contamination Assessment (site specific)		Site Specific	
9.	Remedial Action Plan and Implementation		Site Specific	

II. EQUIPMENT RENTAL

1.	Organic Vapor Analyzer	Per Day	$	150.00
2.	Groundwater Sampling Equipment (meters, water level indicator, peri. pump)	Per Day	$	125.00
3.	Disposable Sampling Supplies (gloves, tubing)	Per Well	$	30.00
4.	Water Quality Meter (Multi-meter w/ pH, cond, temp, DO)	Per Day	$	75.00
5.	DO Meter	Per Day	$	40.00
6.	Turbidity Meter	Per Day	$	30.00
7.	Deep Monitoring Well Sampling Pump	Per Day	$	190.00
8.	Water Level Indicator/Oil-Water Interface Probe	Per Day	$	25.00
9.	In-Line Filters	Each	$	45.00
10.	Soil Sampling Equipment (Hand Auger, Shovels)	Per Day	$	30.00
11.	Handheld GPS Unit (+/- three meter accuracy)	Per Day	$	75.00
12.	Generator (5 KW)	Per Day	$	90.00
13.	Generator (10 KW)	Per Day	$	140.00
14.	Concrete Core Machine	Per Day	$	120.00
15.	Surveying Equipment	Per Day	$	75.00
16.	Pump - Development/Centrifugal	Per Day	$	60.00
17.	Pump - Sampling/Peristaltic	Per Day	$	30.00
18.	Pump - 2 inch Trash	Per Day	$	65.00
19.	Pump - 4 inch Trash	Per Day	$	125.00
20.	Back-Hoe (includes delivery, pick-up but not fuel)	Per Day	$	2,000.00

DESCRIPTION OF WORK		UNIT		RATE
21.	Front-End Loader w/ 2.5 yard bucket (includes delivery, pick-up but not fuel)	Per Day	$	2,500.00
22.	Track Excavator (includes delivery, pick-up but not fuel)	Per Day	$	2,500.00
23.	185 CFM Air Compressor (includes delivery, pick-up but not fuel)	Per Day	$	350.00
24.	Construction Forklift (includes delivery, pick-up but not fuel)	Per Day	$	575.00
25.	55-gallon drums for IDW	Each	$	75.00
III.	**DRILLING SERVICES**			
1.	Truck Mounted Drill Rig and/or Geoprobe Direct Push Rig Mobilization	Each	$	500.00
2.	Geoprobe Direct Push Rig Daily Use	Day	$	2,000.00
3.	Pre-Pack Monitoring Wells	Per L.F.	$	20.00
4.	2-inch Schedule 40 PVC riser	Per 5 Feet	$	15.00
5.	2-inch Schedule 40 PVC screen (0.010-inch slot)	Per 10 Feet	$	30.00
6.	2-inch well point	Each	$	10.00
7.	2-inch locking well cap with lock	Each	$	17.50
8.	20/30 silica sand pack (50 pound bag)	Each	$	4.50
9.	30/65 silica sand pack (50 pound bag)	Each	$	4.50
10.	Grout (Portland Cement, 94 pound bag)	Each	$	10.00
11.	8-inch Steel Drop Lid Manhole	Each	$	40.00
12.	8-inch Steel Bolt-Down Manhole	Each	$	60.00
13.	Well Development for 2-inch diameter monitoring well	Hour	$	35.00
14.	2' x 2' concrete pad	Each	$	200.00
15.	Well Abandonment for 2-inch diameter well	Per L.F.	$	9.00
16.	Removal and disposal of existing monitoring well concrete pads/manholes	Each	$	250.00

GEOTECHNICAL ENGINEERING SERVICES

I.	**FIELD SERVICES**			
A.	Mobilization of Crew and Equipment			
1.	Truck Mounted Equipment	Each	$	600.00
2.	Mudbug Drill Rig	Each	$	1,500.00
3.	Track/Bombardier	Each	$	3,500.00
4.	Barge and Amphibious (case by case)	Each		TBD
5.	Tri-Pod or CPT Mobilization	Each	$	3,000.00
6.	Rig Remobilization	Each	$	200.00
7.	Support Boat	Day	$	250.00
8.	Minitrac Drill Rig	Each	$	600.00
B.	Standard Penetration Test Borings			
1.	Truck/Mudbug			
i.	0 - 50 foot depths	Per L.F.	$	14.00
ii.	50 - 100 foot depths	Per L.F.	$	17.00
iii.	100 - 150 foot depths	Per L.F.	$	22.00
iv.	150 - 200 foot depths	Per L.F.	$	30.00
2.	Barge/Track/Amphibious			
i.	0 - 50 foot depths	Per L.F.	$	22.00
ii.	50 - 100 foot depths	Per L.F.	$	26.00
iii.	100 - 150 foot depths	Per L.F.	$	33.00
iv.	150 - 200 foot depths	Per L.F.	$	45.00
C.	Rock Coring - HW Barrel and Smaller (2.5 inch diameter core or smaller)			
1.	Truck/Mudbug			
i.	0 - 50 foot depths	Per L.F.	$	37.00
ii.	50 - 100 foot depths	Per L.F.	$	40.00
iii.	100 - 150 foot depths	Per L.F.	$	45.00
iv.	150 - 200 foot depths	Per L.F.	$	55.00
2.	Barge/Track/Amphibious			
i.	0 - 50 foot depths	Per L.F.	$	55.00
ii.	50 - 100 foot depths	Per L.F.	$	60.00
iii.	100 - 150 foot depths	Per L.F.	$	66.00
iv.	150 - 200 foot depths	Per L.F.	$	80.00

DESCRIPTION OF WORK	UNIT	RATE
D. Grout Seal Boreholes (less than 4 inches)		
1. Truck/Mudbug		
i. 0 - 50 foot depths	Per L.F.	$ 6.00
ii. 50 - 100 foot depths	Per L.F.	$ 7.00
iii. 100 - 150 foot depths	Per L.F.	$ 9.00
iv. 150 - 200 foot depths	Per L.F.	$ 12.00
2. Barge/Track/Amphibious		
i. 0 - 50 foot depths	Per L.F.	$ 9.00
ii. 50 - 100 foot depths	Per L.F.	$ 10.00
iii. 100 - 150 foot depths	Per L.F.	$ 15.00
iv. 150 - 200 foot depths	Per L.F.	$ 20.00
E. Casing Allowance - 3 inch		
1. Truck/Mudbug		
i. 0 - 50 foot depths	Per L.F.	$ 7.00
ii. 50 - 100 foot depths	Per L.F.	$ 9.00
iii. 100 - 150 foot depths	Per L.F.	$ 15.00
iv. 150 - 200 foot depths	Per L.F.	$ 18.00
2. Barge/Track/Amphibious		
i. 0 - 50 foot depths	Per L.F.	$ 15.00
ii. 50 - 100 foot depths	Per L.F.	$ 18.00
iii. 100 - 150 foot depths	Per L.F.	$ 20.00
iv. 150 - 200 foot depths	Per L.F.	$ 23.00
F. Casing Allowance - 4 inch		
1. Truck/Mudbug		
i. 0 - 50 foot depths	Per L.F.	$ 15.00
ii. 50 - 100 foot depths	Per L.F.	$ 17.00
iii. 100 - 150 foot depths	Per L.F.	$ 19.00
iv. 150 - 200 foot depths	Per L.F.	$ 22.00
2. Barge/Track/Amphibious		
i. 0 - 50 foot depths	Per L.F.	$ 20.00
ii. 50 - 100 foot depths	Per L.F.	$ 23.00
iii. 100 - 150 foot depths	Per L.F.	$ 26.00
iv. 150 - 200 foot depths	Per L.F.	$ 28.00
G. Piezometer ($\leq$2 inch diameter PVC)		
1. Truck/Mudbug		
i. 0 - 50 foot depths	Per L.F.	$ 30.00
2. Barge/Track/Amphibious		
i. 0 - 50 foot depths	Per L.F.	$ 40.00
H. Auger Borings (Hand and Truck)		
1. 0 - 50 foot depths	Per L.F.	$ 13.00
2. 50 - 100 foot depths	Per L.F.	$ 15.00
I. Auger Borings (Track)		
1. 0 - 50 foot depths	Per L.F.	$ 16.00
2. 50 - 100 foot depths	Per L.F.	$ 20.00
K. Field Permeability Tests		
1. 0 - 10 foot depths	Each	$ 400.00
2. 10 - 25 foot depths	Each	$ 500.00
L. Obtain Lab Permeability Samples		
1. Kv Tube	Each	$ 75.00
2. Kh Tube	Each	$ 75.00
M. Hand Probing/Wash Borings		
1. Two Person Crew	Per Hour	$ 200.00
2. Three Person Crew	Per Hour	$ 300.00
N. Drill Crew Time (drilling and sampling by the hour), Stand-by Time, Clearing, Difficult Access, Etc.		
1. Truck/Mudbug		
i. Two Person Crew	Per Hour	$ 300.00
ii. Three Person Crew	Per Hour	$ 450.00
2 Barge/Track/Amphibious		
i. Two Person Crew	Per Hour	$ 400.00

DESCRIPTION OF WORK	UNIT	RATE
ii. Three Person Crew	Per Hour	$ 600.00

DESCRIPTION OF WORK	UNIT	RATE
O. Thin-Walled Tube Samples		
1. Truck/Mudbug		
i. 0 - 50 foot depths	Each	$ 200.00
ii. 50 - 100 foot depths	Each	$ 250.00
iii. 100 - 150 foot depths	Each	$ 300.00
iv. 150 - 200 foot depths	Each	$ 350.00
2. Barge/Track/Amphibious		
i. 0 - 50 foot depths	Each	$ 250.00
ii. 50 - 100 foot depths	Each	$ 300.00
iii. 100 - 150 foot depths	Each	$ 375.00
iv. 150 - 200 foot depths	Each	$ 450.00
P. Site Reconnaissance/Utility Coordination		
1. Project Engineer	Per Hour	Proj. Eng Rate
2. Senior Engineering Technician	Per Hour	Sr. Tech Rate
Q. Extra Split Spoon Samples		
1. Truck/Mudbug		
i. 0 - 50 foot depths	Each	$ 40.00
ii. 50 - 100 foot depths	Each	$ 55.00
iii. 100 - 150 foot depths	Each	$ 75.00
iv. 150 - 200 foot depths	Each	$ 90.00
2. Barge/Track/Amphibious		
i. 0 - 50 foot depths	Each	$ 60.00
ii. 50 - 100 foot depths	Each	$ 82.50
iii. 100 - 150 foot depths	Each	$ 112.50
iv. 150 - 200 foot depths	Each	$ 135.00
R. Ground Surface D.R.I.	Each	$ 650.00
S. Pavement Cores (maintenance of traffic separate)	Each	$ 175.00
T. Maintenance of Traffic		
1. Signs	Per Day	$ 50.00
2. Barricades	Per Day	$ 125.00
3. Crash Truck with Attenuator (includes operator, arrow panel and warning sign (4 hour minimum)	Per Day	TBD
4. Support Truck with Arrow Panel (includes operator and warning sign) (4 hour minimum)	Per Day	TBD
5. Work Vehicle with flashing beacon	Per Hour	TBD
6. MOT Flagger (ATSA L1 Certification)	Per Hour	TBD
7. MOT Supervisor (ATSA L1 Certification)	Per Hour	TBD
8. Off-Duty Law Officer (with marked vehicle) (4 hour minimum)	Per Hour	TBD
9. Mobile Variable Message Sign (4 hour minimum)	Per Hour	TBD
10. Off-Duty Law Officer	Per Hour	TBD
U. Field Vane Test	Per Hour	TBD
V. Cone Soundings		
1. 0 - 50 Foot Depths	Per Foot	$ 15.00
2. 50 - 100 Foot Depths	Per Foot	$ 17.00
3. 100 - 150 Foot Depths	Per Foot	$ 19.00
W. Dilatometer Sounding	Per Hour	TBD
X. Pressure Meter Test	Per Hour	TBD
Y. Containerize Drill Mud & Fluid		
1. Truck/Mudbug	Each	$ 500.00
2. Track/Barge	Each	$ 700.00
Z. Locate Borings with GPS		
1. GPS Rental	Per Day	$ 100.00
2. Senior Engineering Technician	Per Hour	Sr. Tech Rate
AA. Deep Foundation Services		
1. PDA Equipment	Per Day	$ 750.00
2. Thermal Integrity Equipment	Per Day	$ 1,500.00
3. EDC Workstation	Per Day	$ 300.00
4. Vibration Monitor Equipment	Per Day	$ 200.00
5. CAPWAP (each, not including manhours)	Each	$ 350.00
6. GRLWEAP (each, not including manhours)	Each	$ 300.00

DESCRIPTION OF WORK	UNIT	RATE
II. LABORATORY TESTING		
A. Visual Examination Stratify		
1. Senior Engineering Technician	Per Hour	Sr. Tech Rate
2. Project Manager	Per Hour	Proj. Man Rate
B. Natural Moisture	Each	$ 15.00
C. Grain Size Analysis		
1. Full Gradation	Each	$ 100.00
2. Single Sieve	Each	$ 50.00
D. Hydrometer	Each	$ 250.00
E. Organic Content	Each	$ 50.00
F. Atterberg Limits	Each	$ 150.00
G. Unit Weight Determination	Each	$ 50.00
H. Consolidation	Each	$ 900.00
I. Permeability		
1. Granular	Each	$ 350.00
2. Cohesive	Each	$ 400.00
J. Flexible Wall Permeability Test		
1. Granular	Each	$ 400.00
2. Cohesive	Each	$ 500.00
K. FDOT Corrosion Series (pH, Sulfate, Chloride, Resistivity)	Each	$ 200.00
L. Triaxial Compression		
1. U.U at one cell pressure	Per Point	$ 375.00
2. C.U at one cell pressure	Per Point	$ 500.00
3. C.D at one cell pressure	Per Point	$ 650.00
M. Unconfined Compression		
1. Soil	Each	$ 150.00
2. Rock	Each	$ 225.00
N. Specific Gravity	Each	$ 75.00
O. Direct Shear	Each	$ 230.00
P. Shrinking Factor	Each	$ 60.00
Q. Swell Potential	Each	$ 100.00
R. Splitting Tensile	Each	$ 175.00
S. Pocket Penetrometer on Cohesive Samples	Each	$ 15.00
T. Min./Max. Density	Each	$ 200.00

MATERIALS TESTING SERVICES

I. SOILS		
A. Field Services		
1. In-Place Density Test	Hourly	Tech Rate
2. Sampling	Per Hour	Tech Rate
B. Laboratory Services		
1. Modified or Standard Proctor Test	Each	$ 150.00
2. Florida Bearing Value (FBV) Test	Each	$ 85.00
3. LBR or CBR Test (including Modified Proctor)	Each	$ 450.00
4. Full Grain Size (excluding #200 Sieve)	Each	$ 100.00
5. Wash Through #200 Sieve	Each	$ 50.00
6. Natural Moisture Content	Each	$ 15.00
7. Organic Content	Each	$ 50.00
8. Liquid and Plastic Limits	Each	$ 100.00
9. pH Test	Each	$ 50.00

DESCRIPTION OF WORK	UNIT	RATE
II. CONCRETE		
A. Field Services		
1. Sampling, Slump Testing, Molding Cylinders for Compressive Strength Tests,	Hourly	Tech Rate
Temperature Testing, Air Content Tests, and Cylinder Pick- (up to 4 cylinders per set)	Per Hour	Tech Rate
Flexural Strength Beams (up to 3 per set)	Hourly	Tech Rate
2. Coring (Vertical Coring) - Equipment Mobilization	Per Trip	$ 250.00
Coring Fee (per person)	Per Hour	Tech Rate
3. Floor Flatness and Levelness Tests		
Equipment Mobilization	Per Trip	$ 500.00
Senior Engineering Technician	Per Hour	Sr. Tech Rate
Formal Report	Per Test Area	$ 250.00
B. Laboratory Services		
1. Cylinder Compressive Strength Tests	Each	$ 25.00
2. Beam Flexural Strength Tests	Each	$ 50.00
3. Curing, Capping and Compressive Strength Testing of Concrete Cores	Each	$ 75.00
III. SOIL-CEMENT		
A. Field Services		
1. In-Place Density, Field Proctor, Molding Strength Specimens and Walk-through Soundings/Inspections (minimum 4 hours per day)	Per Hour	Sr. Tech Rate
2. Coring Equipment Mobilization	Per Trip	$ 250.00
3. Coring Fee (per person)	Per Hour	Tech Rate
B. Laboratory Services		
1. Tests to assess cement content using wet/dry and freeze/thaw test methods as prescribed by P.C.A.	Each	$ 2,050.00
2. Curing, Capping and Compressive Strength Testing of Field Molded Specimens (set of 3)	Per Set	$ 75.00
IV. ASPHALTIC CONCRETE		
A. Field Services		
1. Sampling Materials for Laboratory Tests	Per Hour	Tech Rate
2. Asphalt Placement and/or Plant Monitoring	Per Hour	Sr. Tech Rate
3. Coring Equipment Mobilization	Per Trip	$ 250.00
B. Laboratory Services		
1. Bitumen Extraction and Aggregate Gradation Test	Each	$ 200.00
2. Marshall Stability Test	Each	$ 125.00
3. Core Density and Thickness Test	Each	$ 65.00
4. Superpave Structural Panel (including FC-12.5 & FC-9.5 Mixes) (Includes Extraction, Gradation, Bitumen Content, Maximum Specific Gravity, Bulk Specific Gravity of 5 Cores, and % Air Voids)	Each	$ 700.00
5. Superpave Friction Panel (FC-5) (Includes Extraction, Gradation, and Bitumen Content)	Each	$ 260.00
V. STRUCTURAL STEEL AND METAL DECKING		
A. Field Services		
1. Visual Observations of Steel Weldments and/or Tension Tests of High Strength Bolted Connections (minimum 4 hours per trip)	Per Hour	Chief Tech Rate
2. Sprayed Fire Resistive Material Tests - Senior Engineering Technician - Thickness Measurements, Adhesion/Cohesion Tests, Sampling for Density Tests	Per Hour	Sr. Tech Rate
B. Laboratory Services		
1. Sprayed Fire Resistive Material Tests - Oven Dry Density Tests	Each	$ 50.00

City of Bradenton, Florida

Professional Services Agreement

RFP 22-029TWS: Architectural Design Services

This CONTINUING SERVICES CONTRACT (the "Contract"), is made this ___ day of _____ 20__, between the CITY OF BRADENTON (hereafter referred to as "CITY" or "CLIENT") a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205, and Wannemacher Jensen Architects, Inc. (herein after referred to as "CONSULTANT"), with a principal office located at 132 Mirror Lake Dr. N. Unit 301, St. Petersburg, FL 33701.

WHEREAS, the CITY desires to obtain Architectural Design services from CONSULTANT for assigned projects in Bradenton, Florida (herein after referred to as "Continuing Services Projects") and issued RFP 22-029TWS pursuant to Section 287.055 of Florida Statutes, to find qualified professionals to fulfill the need for these services; and

WHEREAS, the Term of Contract is three (3) years from execution of the Contract, and CITY may, at its option, with mutual agreement from CONSULTANT, renew this Contract at the end of the Term for up to two (2) one-year extensions; and

WHEREAS, the CITY retains CONSULTANT to perform the services described herein on an "as needed" basis, as designated, authorized, and assigned by the CITY, and the CITY agrees to compensate CONSULTANT for such services in accordance with this Contract; and

WHEREAS, it is the primary intent of this Contract to ensure that CONSULTANT is available to provide professional services, in accordance with mutually agreed upon conditions, and the CITY has complied with all requirements of the Consultants Competitive Negotiation Act, in selection of CONSULTANT for this Contract; and

NOW, THEREFORE, the CITY and CONSULTANT, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals**. The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Contract.

2. **Request for Qualifications**. Request for Proposals (RFP) 22-029TWS and the CONSULTANT's response thereto are incorporated into this Contract by reference. In the event of any conflict between the relevant documents, any such conflict shall be resolved by first looking to this contract, second looking to the CONSULTANT's response and third looking to the RFP.

3. **Scope of Services**.

   3.1 The CONSULTANT's services consist of those services performed by the CONSULTANT, CONSULTANT's employees, and CONSULTANT's Sub-Consultants as enumerated and described in Exhibit A – Scope of Services in connection with this Continuing Service Contract.

   3.2 The CONSULTANT's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the CITY, the CONSULTANT shall submit within 48 hours for the CITY's approval, a proposal for the performance of the CONSULTANT's services. The proposal shall contain a description of scope of proposed service, schedule upon which services will be provided, and all fees for services as described in Article 5. Time limits established by this proposal as approved by the CITY shall not, except for reasonable cause, be exceeded by the CONSULTANT or CITY.

   3.3 The CONSULTANT shall use the Project Team as designated from among the individuals listed on Exhibit B, Key Employees. The CONSULTANT shall not remove or replace any members of the Project Team, except upon written notice to and approval by the CITY based upon good cause shown. CITY's approval of such requests for team changes shall not be unreasonably withheld.

   3.4 All services rendered by the CONSULTANT shall be conducted under the responsible charge of persons properly licensed and certified in accordance with Florida Statutes and other applicable rules and regulations. Proof of Certification for each individual professional providing service shall be provided by the CONSULTANT to the CITY prior to services being rendered.

   3.5 It is understood and agreed that the CONSULTANT's services under this Contract do not include participation, whatsoever, in any litigation except litigation stemming

from the CONSULTANT's negligence or breach of this Contract. Should such services be required, a supplemental agreement may be negotiated between the CITY and the CONSULTANT describing the services desired and providing a basis for compensation to the CONSULTANT.

4. **Time of Completion**. CONSULTANT shall commence services upon receipt of a written notice signed by the OWNER's Representative. CONSULTANT shall include in its proposal a schedule for the Scope of Work defined by CITY. The schedule will be agreed upon on a project by project basis. CONSULTANT shall complete work in accordance with the schedule. CONSULTANT shall accelerate performance of services in the manner directed by CITY, in the event CITY in its reasonable discretion, determines that such acceleration is necessary to maintain the schedule.

5. **Fees**. The CITY agrees to pay to CONSULTANT for its services, as set forth in Exhibit A, a fee based upon an approved written proposal for each Work Order to be completed under the Contract.

   5.1 The method of compensation will be established by the CITY based on the scope of each Work Order from the following options.

   a. For Work Orders where the scope can be reasonably defined and has a specific schedule, compensation shall be a Lump Sum for each task calculated based on the estimated hours to be worked by the CONSULTANT for each of the tasks or subtasks multiplied by the standard hourly rates as agreed to in Exhibit C. Based on this calculation, a Lump Sum fee for each task will then be agreed to by the CITY and CONSULTANT prior to authorization of the Work Order. The total of the Lump Sum fees for all tasks in a Work Order shall be the total and complete amount payable to the CONSULTANT for performance of the Work Order and shall include the cost of all labor, overhead, profit, direct project expenses and expenses of any nature associated with completion of the Work Order tasks.

   b. For indeterminate Work Orders, where the scope and/or schedule cannot be reasonably defined, compensation shall be on a "time & materials" basis with a preliminary, "not to exceed" budget agreed to by the CONSULTANT and CITY. Compensation shall be made for actual work performed in accordance with the schedule of rates included as Exhibit C.

   5.2 Reimbursable expenses shall include only the actual and necessary costs and expenses reasonably and properly incurred by the CONSULTANT in connection with the services rendered under this Contract. Reimbursable expenses shall include the costs of any subconsultants utilized for the completion of authorized services. The costs and expenses shall be invoiced by the CONSULTANT at

their actual cost with no markup allowed. CONSULTANT shall provide any documentation required by the CITY related to said costs and expenses.

5.3 The CONSULTANT shall not exceed the approved Work Order cost without prior written approval from the CITY. Any increases in the actual work tasks or the level of effort for each work task shall be considered additional services for which the CONSULTANT will be entitled to additional compensation, using the methods defined in this Section of the Contract, and as mutually agreed to by the CITY and CONSULTANT.

5.4 The CONSULTANT shall submit invoices for services provided and fees earned on a monthly basis. Such invoicing shall be supported by a Progress Report showing the actual tasks performed and their relationship to the percentage of fee claimed. All progress reports and invoices shall be mailed to the attention of the CITY's Director of Public Works, 1411 9th St. W., Bradenton, Florida 34205.

5.5 Monthly invoices shall be paid by the CITY in accordance with Florida Statute 218.74. Resolution of improper payment requests or disputes between the CITY and the CONSULTANT will be resolved in accordance with Florida Statute 287.76.

6.0 **Ownership of Documents**. All drawings, computations, details, design calculations and other documents and plans (Work Product) that result from the CONSULTANT's services under this Contract are to become the property of the CITY upon full payment for services owed to CONSULTANT. Documents prepared by the CONSULTANT pursuant to this Contract are not intended nor represented to be suitable for reuse by the CITY or others on extensions of a Project or on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from the CONSULTANT shall be at the CITY's sole risk and without liability to the CONSULTANT. Further, any and all liability arising out of changes made to the CONSULTANT's deliverables to the CITY made under this Contract by the CITY or persons other than the CONSULTANT is waived as against the CONSULTANT and the CITY assumes full responsibility for such changes unless the CITY has given the CONSULTANT prior notice and has received from the CONSULTANT written consent for such changes.

7.0 **Insurance**. The CONSULTANT shall procure and maintain at the CONSULTANT's own expense, for the entire term of this Contract, the following insurance coverage. Within 10 days following the approval of this Contract, the CONSULTANT shall furnish the CITY a certificate or certificates of insurance in a form satisfactory to the CITY showing that CONSULTANT complies with the requirements of this paragraph. All certificates shall specify the policy shall not be cancelled without providing written notice to the CITY at least 30 days prior to any cancellation. The CITY shall be named as an additional insured on each policy as appropriate.

7.1 Worker's Compensation – Unless otherwise allowed by Florida law, and approved by the CITY, CONSULTANT shall provide Worker's Compensation for all employees, with minimum limits statutory for Worker's Compensation and $1,000,000 for Employer's Liability.

7.2 Commercial General Liability – the limits are to be applicable only to work performed under this Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO form CG 25 03) to a Commercial General Liability Policy with the following minimum limits:

- **Products/Completed Operations Aggregate** **$1,000,000**
- **Personal and Advertising Injury** **$500,000**
- **Each Occurrence** **$500,000**

7.3 Comprehensive Automobile Liability – The CONSULTANT shall provide coverage for Each Occurrence Bodily Injury and Property Damage Liability Combined of not less than $1,000,000. Annual Aggregate (if applicable) Three (3) Times the Each Occurrence Limit.

7.4 Professional Liability Insurance – Professional Liability Insurance (including coverage for the Schedule of Fees and Services to be performed under this Contract), for protection from negligent acts, errors, and omissions of CONSULTANT from or in connection with the performance of CONSULTANT's services. CONSULTANT must maintain a comprehensive liability policy, including errors and omissions coverage, issued to CONSULTANT as the insured. Said policy shall be issued and underwritten by a licensed insurer, authorized as such in the State of Florida. Said policy shall provide coverage for the acts or omissions of CONSULTANT in a minimum amount of $1,000,000.00 per claim. Said comprehensive professional liability policy shall be underwritten by an insurer who, in the most current edition of Best's Key Rating Guide, has (1) a rating classification of "A" or better, and (2) a financial size category rating of Class IV or higher.

7.5 Certificates of Insurance and Copies of Policies – Certificates of Insurance in triplicate evidencing the insurance coverage specified in the above paragraphs shall be filed with the CITY's Purchasing Manager before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and shall refer specifically to the proposal number, project title, and location of project. Insurance shall remain in force for a minimum of one (1) year after completion and acceptance of the project by the CITY, in the amounts and types as stated herein, including coverage for all products and services completed under this Contract.

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

9.0 **Termination, Suspension, Disputes, or Abandonment**. This Contract may be terminated by either party for failure of the other party to substantially perform their obligations under this Contract. The CITY shall have the sole right and option to suspend or terminate this Contract without cause, provided that 30 days' prior notice is given to the CONSULTANT.

9.1 In the event of termination, the CITY shall pay the CONSULTANT for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses, and the CITY shall have no further obligation to CONSULTANT for payment to CONSULTANT of the remainder of its fees, unless and until Continuing Services Projects are resumed by the CITY.

10.0 **Term**. The term of this Contract is for a period of three (3) years, commencing on the date of execution of this Contract. The CITY reserves the right, upon written request from the CONSULTANT, to extend this Contract up to two (2) times, with each extension for a period of one (1) year. Such extensions shall be subject to the same terms and conditions, as stated herein.

11.0 **Subconsultants**. Any proposed subconsultants the CONSULTANT wishes to utilize as part of its services for any Work Order shall be submitted to the CITY for approval prior to CONSULTANT entering into a subconsultant agreement. Such approval by the CITY shall not be unreasonably withheld. CITY shall not be liable to CONSULTANT in any manner whatsoever arising out of the CITY's objection to a proposed subconsultant.

11.1 CONSULTANT shall coordinate the services and work product of any subconsultants and remain fully responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT or its subconsultants, and CONSULTANT shall review and approve of any designs, drawings, specifications, shop drawings, submittals, or other services produced or furnished by any subconsultants prior to submittal to the CITY.

CONSULTANT shall correct or revise any subconsultant errors or deficiencies in the designs, drawings, specifications or other services produced pursuant to this Contract and shall provide CITY with such corrections or revisions at its sole expense.

11.2 Any subconsultant agreement shall reflect the terms of this Contract and require the subconsultant, to the extent of the services to be performed by the subconsultant, to assume toward CONSULTANT all the obligations which CONSULTANT by this Contract assumes toward the CITY, it being understood that nothing herein shall in any way relieve CONSULTANT from any of its duties under this Contract.

11.3 CONSULTANT shall cooperate at all times with CITY, and cooperate and coordinate with, and incorporate the work product of, any separate consultant, in any fashion appropriate or necessary to facilitate the design and construction of Continuing Services Projects within the project's budget and schedule. In the event CITY so elects and upon written mutual consent (which consent shall not be unreasonably withheld), as evidenced by a Work Order under this Contract, CONSULTANT shall accept any assignment of any agreement or contract CITY may have with any separate consultant.

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

12.1 CONSULTANT shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service;

12.2 CONSULTANT shall provide the public with access to public records on the same terms and conditions that the CITY would provide and at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law;

12.3 CONSULTANT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;

12.4 CONSULTANT shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of CONSULTANT upon termination of the Contract and destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. All records stored electronically must be provided to CITY in a format that is compatible with the CITY's information technology systems;

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

13.0 Limitation of Liability.

13.1 Neither the CITY nor the CONSULTANT shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

13.2 PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

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

City Clerk
Phone: (941) 932-9400
Email: Cityclerk@Cityofbradenton.com
Mailing Address: 101 Old Main Street – Bradenton, FL 34205

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Agreement upon the terms and conditions above stated, this _____day of _____, 20__.

CONSULTANT

Wannemacher Jensen Architects, Inc.

132 Mirror Lake Dr. N. Unit301

St. Petersburg, FL 33701

By:_____

CITY

City of Bradenton

1411 9th Street West

Bradenton, Florida 34205

By:_____

Gene Brown

Mayor, City of Bradenton

Witness for CONSULTANT:

By:_____

Witness for CITY:

By:_____

Tamara Melton

City Clerk

Approved as to Form:

By:_____

Scott Rudacille

City Attorney

Attachments

Exhibit A – Scope of Services
Exhibit B – Key Personnel
Exhibit C- Standard Hourly Rate Schedule

Exhibit A – Scope of Services

4.1 ARCHITECTURAL SERVICES CONTRACT

The general scope of work to be provided to accomplish the CITY's objective includes a broad range of professional architectural services related to design, permitting and construction management of miscellaneous projects as may be designated by the CITY. The types of assignments that may be required during the duration of this Contract include but are not necessarily limited to the following:

a) Feasibility studies

b) Master planning

c) Graphic design

d) Interior design

e) Building Information Modeling (BIM)

f) Architectural engineering and design

g) Project permitting services

h) Development of construction cost opinions

i) Development of construction plans and specifications

j) Professional services during construction

- Construction administration services
- Construction observation services
- Completion of project close-out activities including Record Drawings in multiple electronic formats

k) Alternative project delivery methodologies (design-build, etc.)

l) Sustainable (LEED) design

m) Value engineering

Exhibit B – Key Personnel

Jason Jensen – Principal-in-Charge

Harold Somarriba – Principal/Manager

Sarah Lyons – Project Manager

Kelsi Thrasher – Project Manager

Thomas Goodwill – Project Manager

Jeff McDowell – Project Manager

John Crum – Cost Estimator

Exhibit C - Standard Hourly Rate Schedule

Wannemacher Jensen Architects, Inc.	2022 Hourly Rates
Principal	$265.00
Architect or Project Manager	$165.00
Registered Interior Designer	$150.00
Architectural Associate	$140.00
Administrative	$90.00

City of Bradenton, Florida

Professional Services Agreement

RFP 22-029TWS: Landscape Architecture and Land Surveying Services

This CONTINUING SERVICES CONTRACT (the "Contract"), is made this ___ day of _____ 20__, between the CITY OF BRADENTON (hereafter referred to as "CITY" or "CLIENT") a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205, and ZNS Engineering, Inc., herein after referred to as "CONSULTANT"), with a principal office located at 1023 Manatee Ave. W., 7th Floor, Bradenton, Fl 34205.

WHEREAS, the CITY desires to obtain Landscape Architecture and Land Surveying services from CONSULTANT for assigned projects in Bradenton, Florida (herein after referred to as "Continuing Services Projects") and issued RFP 22-029TWS pursuant to Section 287.055 of Florida Statutes, to find qualified professionals to fulfill the need for these services; and

WHEREAS, the Term of Contract is three (3) years from execution of the Contract, and CITY may, at its option, with mutual agreement from CONSULTANT, renew this Contract at the end of the Term for up to two (2) one-year extensions; and

WHEREAS, the CITY retains CONSULTANT to perform the services described herein on an "as needed" basis, as designated, authorized, and assigned by the CITY, and the CITY agrees to compensate CONSULTANT for such services in accordance with this Contract; and

WHEREAS, it is the primary intent of this Contract to ensure that CONSULTANT is available to provide professional services, in accordance with mutually agreed upon conditions, and the CITY has complied with all requirements of the Consultants Competitive Negotiation Act, in selection of CONSULTANT for this Contract; and

NOW, THEREFORE, the CITY and CONSULTANT, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals**. The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Contract.

2. **Request for Qualifications**. Request for Proposals (RFP) 22-029TWS and the CONSULTANT's response thereto are incorporated into this Contract by reference. In the event of any conflict between the relevant documents, any such conflict shall be resolved by first looking to this contract, second looking to the CONSULTANT's response and third looking to the RFP.

3. **Scope of Services**.

   3.1 The CONSULTANT's services consist of those services performed by the CONSULTANT, CONSULTANT's employees, and CONSULTANT's Sub-Consultants as enumerated and described in Exhibit A – Scope of Services in connection with this Continuing Service Contract. [TA1]

   3.2 The CONSULTANT's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the CITY, the CONSULTANT shall submit within 48 hours for the CITY's approval, a proposal for the performance of the CONSULTANT's services. The proposal shall contain a description of scope of proposed service, schedule upon which services will be provided, and all fees for services as described in Article 5. Time limits established by this proposal as approved by the CITY shall not, except for reasonable cause, be exceeded by the CONSULTANT or CITY.

   3.3 The CONSULTANT shall use the Project Team as designated from among the individuals listed on Exhibit B, Key Employees. The CONSULTANT shall not remove or replace any members of the Project Team, except upon written notice to and approval by the CITY based upon good cause shown. CITY's approval of such requests for team changes shall not be unreasonably withheld.

   3.4 All services rendered by the CONSULTANT shall be conducted under the responsible charge of persons properly licensed and certified in accordance with Florida Statutes and other applicable rules and regulations. Proof of Certification for each individual professional providing service shall be provided by the CONSULTANT to the CITY prior to services being rendered.

   3.5 It is understood and agreed that the CONSULTANT's services under this Contract do not include participation, whatsoever, in any litigation except litigation stemming

from the CONSULTANT's negligence or breach of this Contract. Should such services be required, a supplemental agreement may be negotiated between the CITY and the CONSULTANT describing the services desired and providing a basis for compensation to the CONSULTANT.

4. **Time of Completion**. CONSULTANT shall commence services upon receipt of a written notice signed by the OWNER's Representative. CONSULTANT shall include in its proposal a schedule for the Scope of Work defined by CITY. The schedule will be agreed upon on a project by project basis. CONSULTANT shall complete work in accordance with the schedule. CONSULTANT shall accelerate performance of services in the manner directed by CITY, in the event CITY in its reasonable discretion, determines that such acceleration is necessary to maintain the schedule.

5. **Fees**. The CITY agrees to pay to CONSULTANT for its services, as set forth in Exhibit A, a fee based upon an approved written proposal for each Work Order to be completed under the Contract.

5.1 The method of compensation will be established by the CITY based on the scope of each Work Order from the following options.

a. For Work Orders where the scope can be reasonably defined and has a specific schedule, compensation shall be a Lump Sum for each task calculated based on the estimated hours to be worked by the CONSULTANT for each of the tasks or subtasks multiplied by the standard hourly rates as agreed to in Exhibit C. Based on this calculation, a Lump Sum fee for each task will then be agreed to by the CITY and CONSULTANT prior to authorization of the Work Order. The total of the Lump Sum fees for all tasks in a Work Order shall be the total and complete amount payable to the CONSULTANT for performance of the Work Order and shall include the cost of all labor, overhead, profit, direct project expenses and expenses of any nature associated with completion of the Work Order tasks.

b. For indeterminate Work Orders, where the scope and/or schedule cannot be reasonably defined, compensation shall be on a "time & materials" basis with a preliminary, "not to exceed" budget agreed to by the CONSULTANT and CITY. Compensation shall be made for actual work performed in accordance with the schedule of rates included as Exhibit C.

5.2 Reimbursable expenses shall include only the actual and necessary costs and expenses reasonably and properly incurred by the CONSULTANT in connection with the services rendered under this Contract. Reimbursable expenses shall include the costs of any subconsultants utilized for the completion of authorized services. The costs and expenses shall be invoiced by the CONSULTANT at

their actual cost with no markup allowed. CONSULTANT shall provide any documentation required by the CITY related to said costs and expenses.

5.3 The CONSULTANT shall not exceed the approved Work Order cost without prior written approval from the CITY. Any increases in the actual work tasks or the level of effort for each work task shall be considered additional services for which the CONSULTANT will be entitled to additional compensation, using the methods defined in this Section of the Contract, and as mutually agreed to by the CITY and CONSULTANT.

5.4 The CONSULTANT shall submit invoices for services provided and fees earned on a monthly basis. Such invoicing shall be supported by a Progress Report showing the actual tasks performed and their relationship to the percentage of fee claimed. All progress reports and invoices shall be mailed to the attention of the CITY's Director of Public Works, 1411 9th St. W., Bradenton, Florida 34205.

5.5 Monthly invoices shall be paid by the CITY in accordance with Florida Statute 218.74. Resolution of improper payment requests or disputes between the CITY and the CONSULTANT will be resolved in accordance with Florida Statute 287.76.

6.0 **Ownership of Documents**. All drawings, computations, details, design calculations and other documents and plans (Work Product) that result from the CONSULTANT's services under this Contract are to become the property of the CITY upon full payment for services owed to CONSULTANT. Documents prepared by the CONSULTANT pursuant to this Contract are not intended nor represented to be suitable for reuse by the CITY or others on extensions of a Project or on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from the CONSULTANT shall be at the CITY's sole risk and without liability to the CONSULTANT. Further, any and all liability arising out of changes made to the CONSULTANT's deliverables to the CITY made under this Contract by the CITY or persons other than the CONSULTANT is waived as against the CONSULTANT and the CITY assumes full responsibility for such changes unless the CITY has given the CONSULTANT prior notice and has received from the CONSULTANT written consent for such changes.

7.0 **Insurance**. The CONSULTANT shall procure and maintain at the CONSULTANT's own expense, for the entire term of this Contract, the following insurance coverage. Within 10 days following the approval of this Contract, the CONSULTANT shall furnish the CITY a certificate or certificates of insurance in a form satisfactory to the CITY showing that CONSULTANT complies with the requirements of this paragraph. All certificates shall specify the policy shall not be cancelled without providing written notice to the CITY at least 30 days prior to any cancellation. The CITY shall be named as an additional insured on each policy as appropriate.

7.1 Worker's Compensation – Unless otherwise allowed by Florida law, and approved by the CITY, CONSULTANT shall provide Worker's Compensation for all employees, with minimum limits statutory for Worker's Compensation and $1,000,000 for Employer's Liability.

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- **Personal and Advertising Injury** **$500,000**
- **Each Occurrence** **$500,000**

7.3 Comprehensive Automobile Liability – The CONSULTANT shall provide coverage for Each Occurrence Bodily Injury and Property Damage Liability Combined of not less than $1,000,000. Annual Aggregate (if applicable) Three (3) Times the Each Occurrence Limit.

7.4 Professional Liability Insurance – Professional Liability Insurance (including coverage for the Schedule of Fees and Services to be performed under this Contract), for protection from negligent acts, errors, and omissions of CONSULTANT from or in connection with the performance of CONSULTANT's services. CONSULTANT must maintain a comprehensive liability policy, including errors and omissions coverage, issued to CONSULTANT as the insured. Said policy shall be issued and underwritten by a licensed insurer, authorized as such in the State of Florida. Said policy shall provide coverage for the acts or omissions of CONSULTANT in a minimum amount of $1,000,000.00 per claim. Said comprehensive professional liability policy shall be underwritten by an insurer who, in the most current edition of Best's Key Rating Guide, has (1) a rating classification of "A" or better, and (2) a financial size category rating of Class IV or higher.

7.5 Certificates of Insurance and Copies of Policies – Certificates of Insurance in triplicate evidencing the insurance coverage specified in the above paragraphs shall be filed with the CITY's Purchasing Manager before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and shall refer specifically to the proposal number, project title, and location of project. Insurance shall remain in force for a minimum of one (1) year after completion and acceptance of the project by the CITY, in the amounts and types as stated herein, including coverage for all products and services completed under this Contract.

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

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9.1 In the event of termination, the CITY shall pay the CONSULTANT for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses, and the CITY shall have no further obligation to CONSULTANT for payment to CONSULTANT of the remainder of its fees, unless and until Continuing Services Projects are resumed by the CITY.

10.0 **Term**. The term of this Contract is for a period of three (3) years, commencing on the date of execution of this Contract. The CITY reserves the right, upon written request from the CONSULTANT, to extend this Contract up to two (2) times, with each extension for a period of one (1) year. Such extensions shall be subject to the same terms and conditions, as stated herein.

11.0 **Subconsultants**. Any proposed subconsultants the CONSULTANT wishes to utilize as part of its services for any Work Order shall be submitted to the CITY for approval prior to CONSULTANT entering into a subconsultant agreement. Such approval by the CITY shall not be unreasonably withheld. CITY shall not be liable to CONSULTANT in any manner whatsoever arising out of the CITY's objection to a proposed subconsultant.

11.1 CONSULTANT shall coordinate the services and work product of any subconsultants and remain fully responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT or its subconsultants, and CONSULTANT shall review and approve of any designs, drawings, specifications, shop drawings, submittals, or other services produced or furnished by any subconsultants prior to submittal to the CITY.

CONSULTANT shall correct or revise any subconsultant errors or deficiencies in the designs, drawings, specifications or other services produced pursuant to this Contract and shall provide CITY with such corrections or revisions at its sole expense.

11.2 Any subconsultant agreement shall reflect the terms of this Contract and require the subconsultant, to the extent of the services to be performed by the subconsultant, to assume toward CONSULTANT all the obligations which CONSULTANT by this Contract assumes toward the CITY, it being understood that nothing herein shall in any way relieve CONSULTANT from any of its duties under this Contract.

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12.1 CONSULTANT shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service;

12.2 CONSULTANT shall provide the public with access to public records on the same terms and conditions that the CITY would provide and at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law;

12.3 CONSULTANT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;

12.4 CONSULTANT shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of CONSULTANT upon termination of the Contract and destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. All records stored electronically must be provided to CITY in a format that is compatible with the CITY's information technology systems;

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

13.0 Limitation of Liability.

13.1 Neither the CITY nor the CONSULTANT shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

13.2 PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

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

City Clerk
Phone: (941) 932-9400
Email: Cityclerk@Cityofbradenton.com
Mailing Address: 101 Old Main Street – Bradenton, FL 34205

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Agreement upon the terms and conditions above stated, this 24th day of February, 2023

CONSULTANT

ZNS Engineering, Inc.

1023 Manatee Ave. W., 7th Floor

Bradenton, FL 34205

By: _____

CITY

City of Bradenton

1411 9th Street West

Bradenton, Florida 34205

By: _____

Gene Brown

Mayor, City of Bradenton

Witness for CONSULTANT:

By: _____

Witness for CITY:

By: _____

Tamara Melton

City Clerk

Approved as to Form:

By: _____

Scott Rudacille

City Attorney

Attachments

Exhibit A – Scope of Services
Exhibit B – Key Personnel
Exhibit C- Standard Hourly Rate Schedule

4.7 LANDSCAPE ARCHITECTURAL SERVICES CONTRACT

The general scope of work to be provided to accomplish the CITY's objective includes a broad range of professional landscape architectural services related to miscellaneous projects as may be designated by the CITY. The types of assignments that may be required during the duration of this Contract include but are not necessarily limited to the following:

a) Landscape master planning

b) Urban design

c) Sustainable site design

d) Parks and playground planning and design

e) Streetscape design

f) Courtyard design

g) Landscape graphic designs/3D sketches

h) Bikeways, greenways and multi-use trails planning and design

i) Landscape architecture design for project enhancement

j) Land use and comprehensive planning assistance

k) Plantings for mitigation purposes

l) Plantings and landforms for screening/buffering of projects from residential areas

m) Unit paver design, permeable pavers, decorative concrete pavements

Exhibit A – Scope of Services

4.8 LAND SURVEYING SERVICES CONTRACT

The general scope of work to be provided to accomplish the CITY's objective includes a broad range of professional land surveying services related to miscellaneous projects as may be designated by the CITY. The types of assignments that may be required during the duration of this Contract include but are not necessarily limited to the following:

a) Topographic surveys

b) Boundary surveys

c) Horizontal and vertical control surveys

- Geodetic control/leveling
- Aerial photography/LIDAR control

d) Elevation certificates

e) Platting for subdivisions and condominium complexes

f) Right-of-way surveys

g) Mean high water surveys

h) Subsurface utility location surveys

i) Hydrographic/Bathymetric surveys

j) Construction stakeout

k) Jurisdictional surveys

l) Special purpose surveys

m) Ground penetrating radar surveys

n) Legal descriptions

o) Easement preparation

p) Earthwork surveys and volume calculations

Exhibit B - Key Personnel

PRINCIPAL

Jeb Mulock, PE, President
Nathan Kragt, PE, Senior Vice President

ENGINEERING

Michael (Mike) Ferdinand, PE, Senior Project Manager
Adam Lyon, PE, Senior Project Manager
Walter De Goes, PE, Senior Project Manager
Robert (Robby) Marshall, Jr., PE, Project Manager
Daniel (Dan) Golus, PE, Project Manager
Christopher (Chris) Richardson, EI
Juan G. (Gabe) Vega, EI

LANDSCAPE ARCHITECTURE

Joseph (Joe) Collins, RLA
George E. Eissler, RLA
Richard (Rick) Rollins, III, Graduate Landscape Architect

LAND SURVEY

Kavin Wilmott, PSM, Director of Survey
Donald (Don) Bouchard, PSM
Jeffrey (Jeff) Kistner, PSM

CONSTRUCTION ENGINEERING

Karen Wilson, Director of Construction Engineering
Jan Galbreth, Construction Services Project Manager
John Baggett, Construction Inspector
Duncan Sikkema, Construction Inspector

Exhibit C - Standard Hourly Rate Schedule

(effective 12/01/2022)

Principal or Senior Project Manager	$275.00 per hour
Professional Engineer	$225.00 per hour
Professional Land Surveyor or Land Planner	$215.00 per hour
Professional Landscape Architect/Environmentalist	$215.00 per hour
Professional Landscape Architect with GPS Equipment	$220.00 per hour
Graduate Engineer or Senior Designer	$205.00 per hour
Technician, Designer or Field Representative	$175.00 per hour
Technician with GPS or Robotic Equipment	$180.00 per hour
Drafter 1	$175.00 per hour
Drafter 2	$165.00 per hour
Drafter 3	$155.00 per hour
Drafter 4	$145.00 per hour
Drafter 5	$135.00 per hour
Drafter 6	$125.00 per hour
Survey Crew (Four Man Crew)	$175.00 per hour
Survey Crew (Four Man Crew) with GPS or Robotic Equipment	$185.00 per hour
Survey Crew (Three Man Crew)	$155.00 per hour
Survey Crew (Three Man Crew) with GPS or Robotic Equipment	$165.00 per hour
Survey Crew (Two Man Crew)	$140.00 per hour
Survey Crew (Two Man Crew) with GPS or Robotic Equipment	$150.00 per hour
Survey Crew (One Man Crew) with GPS or Robotic Equipment	$130.00 per hour
Administrative Assistant	$ 75.00 per hour
Aide (Technical Secretary)	$ 43.00 per hour

Plans, specifications, application reproduction required for submittals to governmental agencies as well as any survey monuments furnished by ZNS, as requested by the Client, will be charged as follows:

Plans, including submittals	$ 1.00 each
Color Rendering Prints (24" x 36"):	
Glossy	$ 30.00 each
Medium Grade	$ 25.00 each

Color Prints (11" x 17"):	
Glossy	$ 5.00 each
Medium Grade	$ 2.00 each
Color Prints (8½" x 11"):	
Glossy	$ 2.00 each
Medium Grade	$ 1.00 each
Mylars	$ 15.00 each
Photocopies (Specifications, etc.)	$ .25 each
Iron Pipe or Rebar (¾" x 24")	$ 2.50 each
Surveyor's Certified Concrete Monument	$ 20.00 each

Out of County travel, long distance telephone calls, facsimile transmittals, special mailings (next day delivery), governmental maps, deeds, reductions, etc., and other out-of-pocket project expenses, will be billed at actual expense incurred. Submittal fees required by governmental agencies are the responsibility of the client, at the time of submittal.

Invoices will be sent monthly. Payment is due immediately upon receipt of invoice, however, there is an allowance for a 15-day grace period for the payment to be received, without adding interest or other penalties. If payment is received after the 15-day grace period, the amount due shall increase to reflect an additional one and one-half percent (1.5%) per month interest plus any attorney's fees required for collection whether action be brought or not.

This rate schedule is subject to change.

City of Bradenton, Florida

Professional Services Agreement

RFP 22-029TWS: Architectural Design Services

This CONTINUING SERVICES CONTRACT (the "Contract"), is made this 28 day of February 2023, between the CITY OF BRADENTON (hereafter referred to as "CITY" or "CLIENT") a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205, and Zyscovich Architects (herein after referred to as "CONSULTANT"), with a principal office located at 3505 E. Frontage Road, Suite 125, Tampa, FL 33607.

WHEREAS, the CITY desires to obtain _____ services from CONSULTANT for assigned projects in Bradenton, Florida (herein after referred to as "Continuing Services Projects") and issued RFP 22-029TWS pursuant to Section 287.055 of Florida Statutes, to find qualified professionals to fulfill the need for these services; and

WHEREAS, the Term of Contract is three (3) years from execution of the Contract, and CITY may, at its option, with mutual agreement from CONSULTANT, renew this Contract at the end of the Term for up to two (2) one-year extensions; and

WHEREAS, the CITY retains CONSULTANT to perform the services described herein on an "as needed" basis, as designated, authorized, and assigned by the CITY, and the CITY agrees to compensate CONSULTANT for such services in accordance with this Contract; and

WHEREAS, it is the primary intent of this Contract to ensure that CONSULTANT is available to provide professional services, in accordance with mutually agreed upon conditions, and the CITY has complied with all requirements of the Consultants Competitive Negotiation Act, in selection of CONSULTANT for this Contract; and

NOW, THEREFORE, the CITY and CONSULTANT, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals**. The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Contract.

2. **Request for Qualifications**. Request for Proposals (RFP) 22-029TWS and the CONSULTANT's response thereto are incorporated into this Contract by reference. In the event of any conflict between the relevant documents, any such conflict shall be resolved by first looking to this contract, second looking to the CONSULTANT's response and third looking to the RFP.

3. **Scope of Services**.

   3.1 The CONSULTANT's services consist of those services performed by the CONSULTANT, CONSULTANT's employees, and CONSULTANT's Sub-Consultants as enumerated and described in Exhibit A – Scope of Services in connection with this Continuing Service Contract. [TA1]

   3.2 The CONSULTANT's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the CITY, the CONSULTANT shall submit within 48 hours for the CITY's approval, a proposal for the performance of the CONSULTANT's services. The proposal shall contain a description of scope of proposed service, schedule upon which services will be provided, and all fees for services as described in Article 5. Time limits established by this proposal as approved by the CITY shall not, except for reasonable cause, be exceeded by the CONSULTANT or CITY.

   3.3 The CONSULTANT shall use the Project Team as designated from among the individuals listed on Exhibit B, Key Employees. The CONSULTANT shall not remove or replace any members of the Project Team, except upon written notice to and approval by the CITY based upon good cause shown. CITY's approval of such requests for team changes shall not be unreasonably withheld.

   3.4 All services rendered by the CONSULTANT shall be conducted under the responsible charge of persons properly licensed and certified in accordance with Florida Statutes and other applicable rules and regulations. Proof of Certification for each individual professional providing service shall be provided by the CONSULTANT to the CITY prior to services being rendered.

   3.5 It is understood and agreed that the CONSULTANT's services under this Contract do not include participation, whatsoever, in any litigation except litigation stemming

from the CONSULTANT's negligence or breach of this Contract. Should such services be required, a supplemental agreement may be negotiated between the CITY and the CONSULTANT describing the services desired and providing a basis for compensation to the CONSULTANT.

4. **Time of Completion**. CONSULTANT shall commence services upon receipt of a written notice signed by the OWNER's Representative. CONSULTANT shall include in its proposal a schedule for the Scope of Work defined by CITY. The schedule will be agreed upon on a project by project basis. CONSULTANT shall complete work in accordance with the schedule. CONSULTANT shall accelerate performance of services in the manner directed by CITY, in the event CITY in its reasonable discretion, determines that such acceleration is necessary to maintain the schedule.

5. **Fees**. The CITY agrees to pay to CONSULTANT for its services, as set forth in Exhibit A, a fee based upon an approved written proposal for each Work Order to be completed under the Contract.

5.1 The method of compensation will be established by the CITY based on the scope of each Work Order from the following options.

a. For Work Orders where the scope can be reasonably defined and has a specific schedule, compensation shall be a Lump Sum for each task calculated based on the estimated hours to be worked by the CONSULTANT for each of the tasks or subtasks multiplied by the standard hourly rates as agreed to in Exhibit C. Based on this calculation, a Lump Sum fee for each task will then be agreed to by the CITY and CONSULTANT prior to authorization of the Work Order. The total of the Lump Sum fees for all tasks in a Work Order shall be the total and complete amount payable to the CONSULTANT for performance of the Work Order and shall include the cost of all labor, overhead, profit, direct project expenses and expenses of any nature associated with completion of the Work Order tasks.

b. For indeterminate Work Orders, where the scope and/or schedule cannot be reasonably defined, compensation shall be on a "time & materials" basis with a preliminary, "not to exceed" budget agreed to by the CONSULTANT and CITY. Compensation shall be made for actual work performed in accordance with the schedule of rates included as Exhibit C.

5.2 Reimbursable expenses shall include only the actual and necessary costs and expenses reasonably and properly incurred by the CONSULTANT in connection with the services rendered under this Contract. Reimbursable expenses shall include the costs of any subconsultants utilized for the completion of authorized services. The costs and expenses shall be invoiced by the CONSULTANT at

their actual cost with no markup allowed. CONSULTANT shall provide any documentation required by the CITY related to said costs and expenses.

5.3 The CONSULTANT shall not exceed the approved Work Order cost without prior written approval from the CITY. Any increases in the actual work tasks or the level of effort for each work task shall be considered additional services for which the CONSULTANT will be entitled to additional compensation, using the methods defined in this Section of the Contract, and as mutually agreed to by the CITY and CONSULTANT.

5.4 The CONSULTANT shall submit invoices for services provided and fees earned on a monthly basis. Such invoicing shall be supported by a Progress Report showing the actual tasks performed and their relationship to the percentage of fee claimed. All progress reports and invoices shall be mailed to the attention of the CITY's Director of Public Works, 1411 9th St. W., Bradenton, Florida 34205.

5.5 Monthly invoices shall be paid by the CITY in accordance with Florida Statute 218.74. Resolution of improper payment requests or disputes between the CITY and the CONSULTANT will be resolved in accordance with Florida Statute 287.76.

6.0 **Ownership of Documents**. All drawings, computations, details, design calculations and other documents and plans (Work Product) that result from the CONSULTANT's services under this Contract are to become the property of the CITY upon full payment for services owed to CONSULTANT. Documents prepared by the CONSULTANT pursuant to this Contract are not intended nor represented to be suitable for reuse by the CITY or others on extensions of a Project or on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from the CONSULTANT shall be at the CITY's sole risk and without liability to the CONSULTANT. Further, any and all liability arising out of changes made to the CONSULTANT's deliverables to the CITY made under this Contract by the CITY or persons other than the CONSULTANT is waived as against the CONSULTANT and the CITY assumes full responsibility for such changes unless the CITY has given the CONSULTANT prior notice and has received from the CONSULTANT written consent for such changes.

7.0 **Insurance**. The CONSULTANT shall procure and maintain at the CONSULTANT's own expense, for the entire term of this Contract, the following insurance coverage. Within 10 days following the approval of this Contract, the CONSULTANT shall furnish the CITY a certificate or certificates of insurance in a form satisfactory to the CITY showing that CONSULTANT complies with the requirements of this paragraph. All certificates shall specify the policy shall not be cancelled without providing written notice to the CITY at least 30 days prior to any cancellation. The CITY shall be named as an additional insured on each policy as appropriate.

7.1 Worker's Compensation – Unless otherwise allowed by Florida law, and approved by the CITY, CONSULTANT shall provide Worker's Compensation for all employees, with minimum limits statutory for Worker's Compensation and $1,000,000 for Employer's Liability.

7.2 Commercial General Liability – the limits are to be applicable only to work performed under this Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO form CG 25 03) to a Commercial General Liability Policy with the following minimum limits:

- **Products/Completed Operations Aggregate $1,000,000**
- **Personal and Advertising Injury $500,000**
- **Each Occurrence $500,000**

7.3 Comprehensive Automobile Liability – The CONSULTANT shall provide coverage for Each Occurrence Bodily Injury and Property Damage Liability Combined of not less than $1,000,000. Annual Aggregate (if applicable) Three (3) Times the Each Occurrence Limit.

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City Clerk
Phone: (941) 932-9400
Email: Cityclerk@Cityofbradenton.com
Mailing Address: 101 Old Main Street – Bradenton, FL 34205

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Agreement upon the terms and conditions above stated, this 28 day of February, 2023.

CONSULTANT

Zyscovich Architects

3505 E. Frontage Road, Suite 125

Tampa, FL 33607

By:_____

Jose Murguido
President

CITY

City of Bradenton

1411 9th Street West

Bradenton, Florida 34205

By:_____

Gene Brown

Mayor, City of Bradenton

Witness for CONSULTANT:

By: Louise Ellrod

Witness for CITY:

By:_____

Tamara Melton

City Clerk

Approved as to Form:

By:_____

Scott Rudacille

City Attorney

Attachments

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Exhibit B – Key Personnel
Exhibit C- Standard Hourly Rate Schedule

Exhibit A – Scope of Services

4.1 ARCHITECTURAL SERVICES CONTRACT

The general scope of work to be provided to accomplish the CITY's objective includes a broad range of professional architectural services related to design, permitting and construction management of miscellaneous projects as may be designated by the CITY. The types of assignments that may be required during the duration of this Contract include but are not necessarily limited to the following:

a) Feasibility studies

b) Master planning

c) Graphic design

d) Interior design

e) Building Information Modeling (BIM)

f) Architectural engineering and design

g) Project permitting services

h) Development of construction cost opinions

i) Development of construction plans and specifications

j) Professional services during construction

- Construction administration services
- Construction observation services
- Completion of project close-out activities including Record Drawings in multiple electronic formats

k) Alternative project delivery methodologies (design-build, etc.)

l) Sustainable (LEED) design

m) Value engineering

Exhibit B - Key Personnel

Classification	Name	Title
Principals	Jose Murguido Michael McGuinn Suria Yaffar Alex Perez	President Vice President Director of Design Sr. Project Manager
Supervisory	Luis Hernandez Rafael Concepcion	Project Architect Project Manager
Intern Architect	N/A	N/A
Interiors	Martha Garrido	Interior Designer
Technical Staff	Kurt Kurtz Monique Rodriguez Jammie Corson Nela Smith Jose Paz Arnie Tejeda Rafael Ballester Kevin Tenor Mirelys Nasco	Construction Administration Construction Administration/Document Control Project Coordinator Project Coordinator Project Coordinator Project Coordinator Project Coordinator Clerical Support Staff

Exhibit C - Standard Hourly Rate Schedule

Classification	Title	Hourly Rate
Principals	President	$ N/A
	Vice President	$ 225.00 - $ 275.00
	Director of Design	$ 200.00 - $ 250.00
	Senior Project Architect	$ 150.00 - $ 175.00
Supervisory	Project Architect	$ 150.00 - $ 175.00
	Project Manager	$ 175.00 - $ 275.00
Intern Architect	Intern Architect	$ 80.00 - $ 100.00
Interiors	Interior Designer	$ 130.00
Technical Staff	Construction Administration	$ 140.00 - $ 150.00
	Construction Administration/Document Coordinator	$ 115.00 - $ 120.00
	Project Coordinator	$ 115.00 - $ 125.00
	Clerical Support Staff	$ 50.00 - $ 75.00

AGENDA ITEM NO. 6.e

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 22, 2023

SUBMITTED BY: Mike Terracciano, Administrative Services

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Donation of computers to Exodus Community Resources, Inc.

SUGGESTED ACTION: Declare up to 10 computers as surplus and approve the donation of the computers to Exodus Community Resources, Inc.

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Kimla Murrell from Exodus Community Resources, Inc. inquired with Rob Perry, City Administrator, about the availability of computers for donation to their organization. Exodus Community Resources, Inc. is a non-profit organization focused on community improvement. The computers will be used to help students who don't have access to computers to complete homework assignments and tutoring sessions. They will be used for after school and summer break sessions to help students continue with educational opportunities while school is out. They are partnering with Ave 941 to provide tutoring sessions in the fall. They will also be used by Exodus Preparatory Academy which helps youth that have dropped out of high school earn a high school diploma. Also Game On youth will use them to build websites and create programs.

Computers at the City of Bradenton are replaced every 3, 4 or 5 years depending on usage and warranty. The IT Department has several computers upon which the warranty will be expiring in the near future and they are requesting that Council declare them as surplus and give the IT Department permission to donate up to 10 of those to Exodus Community Resources, Inc. The value of the

computers is approximately $600 per unit. We feel that the value to the community in making these computers available to improve the education and quality of our youth is immeasurable.

FINANCIAL IMPACT:
N/A - replacement computers are budgeted on an ongoing basis by department based on the 3,4 or 5 year replacement timeline.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by Scott Rudacille, City Attorney.

SUGGESTED MOTION:
Motion to declare up to 10 computers as surplus and approve the donation of the computers to Exodus Community Resources, Inc.

ATTACHMENTS:

AGENDA ITEM NO. 7.a

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 22, 2023

SUBMITTED BY: Greg DeLong, Planning & Community Development

ITEM TYPE: Resolution

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT:

RESOLUTION NO. 23-20: A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, SETTING THE PUBLIC HEARING FOR RESOLUTION 23-21 ADOPTING A BROWNFIELD AREA TO BE CALLED ASTORIA ON 9TH GREEN REUSE AREA TO BE HELD AS PART OF THE REGULAR CITY COUNCIL MEETINGS COMMENCING AT 8:30 A.M.; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: Approval.

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Setting the public hearing for Resolution No. 23-21; adopting a Brownfield Area to be called "Astoria on 9th Green Reuse Area" to be held as part of the regular City Council meetings commencing at 8:30 a.m.

Florida Statute (FS) Section 376.80(2)(c)2 provides that the public hearings for the adoption of a brownfield area resolution must be in a form established in F.S. Section 166.041(3)(c)2; and Section 166.041(3)(c)2.a provides that the governing body must hold one public hearing after 5:00 p.m. on a weekday, unless the local governing body, by a majority plus one vote, elects to conduct that hearing at another time of day.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by Marisa Powers on behalf of Scott Rudacille.

SUGGESTED MOTION:
Motion to approve Resolution 23-20 setting the public hearing for Resolution 23-21 to be held as part of the regular City Council meetings, commencing at 8:30 a.m.

ATTACHMENTS:
Resolution 23-20

RESOLUTION NO. 23-20

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, SETTING THE PUBLIC HEARING FOR RESOLUTION 23-21 ADOPTING A BROWNFIELD AREA TO BE CALLED ASTORIA ON 9TH GREEN REUSE AREA TO BE HELD AS PART OF THE REGULAR CITY COUNCIL MEETINGS COMMENCING AT 8:30 A.M.; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 376.80(2)(c)2, Florida Statutes, provides that the public hearings for adoption of a brownfield area resolution must be in a form established in Section 166.041(3)(c)2, Florida Statutes; and

WHEREAS, Section 166.041(3)(c)2.a, Florida Statutes, provides that the governing body must hold one public hearing after 5:00 p.m. on a weekday, unless the local governing body, by a majority plus one vote, elects to conduct that hearing at another time of day; and

WHEREAS, the City of Bradenton desires to designate approximately 1.9858 acres of land located at the NW corner of 9th Street W. and 23rd Avenue W., Bradenton, FL., 34205, Parcel ID Numbers 4481900001, 4482100007, 4482200059, 4482300003, 4482400001, and 4482200109, to be called Astoria on 9th Green Use Area (the "Brownfield Area") for the purpose of environmental site rehabilitation and economic redevelopment; and

WHEREAS, it is the desire of the City of Bradenton that both Public Hearings for Resolution 23-21 adopting Astoria on 9th Green Reuse Area, be held as part of Regular City Council meetings, which are scheduled at 8:30 a.m.

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

1. The recitals set forth above are true and correct and are hereby adopted as findings of the City Council for the City of Bradenton.

2. The City Council hereby elects to conduct the public hearings for Resolution 23-21, adopting a Brownfield Area, titled:

   A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA DESIGNATING A BROWNFIELD AREA OF APPROXIMATELY 1.9858 ACRES OF LAND TO BE CALLED ASTORIA ON 9TH GREEN REUSE AREA WITHIN THE CITY OF PROPERTY LOCATED AT THE NW CORNER OF 9TH STREET W. AND 23RD AVENUE W., BRADENTON, FL., 34205,

PARCEL ID NUMBERS 4481900001, 4482100007, 4482200059, 4482300003, 4482400001 AND 4482200109 (THE "BROWNFIELD AREA") FOR THE PURPOSE OF ENVIRONMENTAL SITE REHABILITATION AND ECONOMIC DEVELOPMENT; AND PROVIDING FOR AN EFFECTIVE DATE;

at its regularly scheduled City Council meetings, beginning at 8:30 a.m.

3. This Resolution shall take effect immediately upon adoption.

PASSED AND DULY ADOPTED BY A MAJORITY PLUS ONE VOTE OF THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 22nd DAY OF MARCH, 2023.

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

AGENDA ITEM NO. 7.b

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 22, 2023

SUBMITTED BY: Greg DeLong, Planning & Community Development

ITEM TYPE: Resolution

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT:

RESOLUTION NO. 23-21: FIRST READING AND PUBLIC HEARING - A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA DESIGNATING A BROWNFIELD AREA OF APPROXIMATELY 1.9858 ACRES OF LAND TO BE CALLED THE ASTORIA ON 9TH GREEN REUSE AREA WITHIN THE CITY OF PROPERTY LOCATED AT THE NW CORNER OF 9TH STREET W. AND 23RD AVENUE W., BRADENTON, FL., 34205, PARCEL ID NUMBERS 4481900001, 4482100007, 4482200059, 4482300003, 4482400001 AND 4482200109 (THE "BROWNFIELD AREA") FOR THE PURPOSE OF ENVIRONMENTAL SITE REHABILITATION AND ECONOMIC DEVELOPMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: No action is needed with the First Reading even though it is a public hearing. The Second Reading along with the public hearing is scheduled for April 12, 2023.

Is this item Quasijudicial?
Yes

Does this item require a public hearing?
Yes

EXPLANATION:
The subject redevelopment project consists of a 106,222 sq. ft. mixed use, 5-story building and 120 affordable rental housing units for the elderly.

Construction plans and Form Based Code reviews and approvals were completed by City staff in September 2022. The developer is applying for this designation in order to utilize an important state economic and regulatory assistance program available to developers and local governments in situations where the risk of potential contamination is demonstrated to overwhelm key opportunities for land revitalization, new housing and job growth. In this instance, the subject property's current use for automotive repair, historical discharges at adjacent properties, and the detection of low levels of contaminants in groundwater beneath the subject property create a perception of contamination that has significantly complicated redevelopment efforts and created a host of logistical, design, engineering, and construction concerns.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by Marisa Powers on behalf of Scott Rudacille.

SUGGESTED MOTION:
N/A

ATTACHMENTS:
Resolution 23-21
Astoria on 9th Brownfield Designation Request

RESOLUTION NO. 23-21

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA DESIGNATING A BROWNFIELD AREA OF APPROXIMATELY 1.9858 ACRES OF LAND TO BE CALLED ASTORIA ON 9TH GREEN REUSE AREA WITHIN THE CITY AND LOCATED AT THE NW CORNER OF 9TH STREET W. AND 23RD AVENUE W., BRADENTON, FL., 34205, PARCEL ID NUMBERS 4481900001, 4482100007, 4482200059, 4482300003, 4482400001 AND 4482200109 (THE "BROWNFIELD AREA") FOR THE PURPOSE OF ENVIRONMENTAL SITE REHABILITATION AND ECONOMIC DEVELOPMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida, in Sections 376.77 – 376.85, Florida Statutes, adopted the Brownfields Redevelopment Act, the purpose of which is to encourage the redevelopment and the voluntary cleanup of real property where the expansion, redevelopment or reuse of which may be complicated by actual or perceived environmental contamination; and

WHEREAS, the Brownfields Redevelopment Act created a process whereby a local government with jurisdiction over the Brownfield Area must notify the Florida Department of Environmental Protection of its decision to designate a Brownfield area including a resolution approving and evidencing the designation; and

WHEREAS, the real property located at the NW Corner of 9th Street W. and 23rd Avenue W., Bradenton, Florida, 34205, as more particularly described in the legal description attached hereto and incorporated herein as Exhibit "A," (the "Brownfield Area") is within a Community Redevelopment Area; and

WHEREAS, the City of Bradenton has conducted the necessary public hearings for designation as a Brownfield Area; and

WHEREAS, the owner of the Brownfield Area has proposed to redevelop the property as an affordable multifamily residential development; and

WHEREAS, the City of Bradenton has considered the following criteria pursuant to Florida Statutes Section 376.80(2)(c):

1. Whether the applicant who owns or controls the property has requested the designation and has agreed to rehabilitate and redevelop the Brownfield Area;

2. Whether the rehabilitation and redevelopment of the Brownfield Area will result in economic productivity of the area;

3. The redevelopment of the Brownfield Area is consistent with the local comprehensive plan and is a permittable use under the City of Bradenton's land development regulations;

4. Whether notice of the Brownfield Area has been provided to neighbors and nearby residents and such neighbors and residents have been afforded the opportunity for comments and suggestions about rehabilitation; and

5. Whether the applicant has provided reasonable assurance that it has sufficient financial resources to implement and complete the rehabilitation agreement and redevelopment of the Brownfield Area.

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

Section 1. The recitals set forth above are true and correct and are hereby adopted as findings of the City Council for the City of Bradenton.

Section 2. The City Council for the City of Bradenton having considered each of the factors set forth above and having determined that each factor is met hereby designates approximately 1.9858 acres of land generally located at **THE NW CORNER OF 9TH STREET W. AND 23RD AVENUE W., BRADENTON, FL., 34205**, and described with more particularity in the legal description attached hereto as Exhibit "A" and as depicted by the map attached hereto as Exhibit "B", as Astoria on 9th Green Reuse Area for the purposes of Sections 376.77 - 376.85, Florida Statutes. Such designation shall not, however, render the City of Bradenton liable for the cost of site rehabilitation or source removal, as those terms are defined in Section 376.79, Florida Statutes.

Section 3. The Mayor, City Clerk and City Attorney are hereby authorized to do all things necessary and proper to make effective the provisions of this Resolution.

Section 4. 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 22nd DAY OF MARCH, 2023.

ATTEST:

Tamara Melton CITY CLERK	Gene Brown MAYOR

APPROVED AS TO FORM:

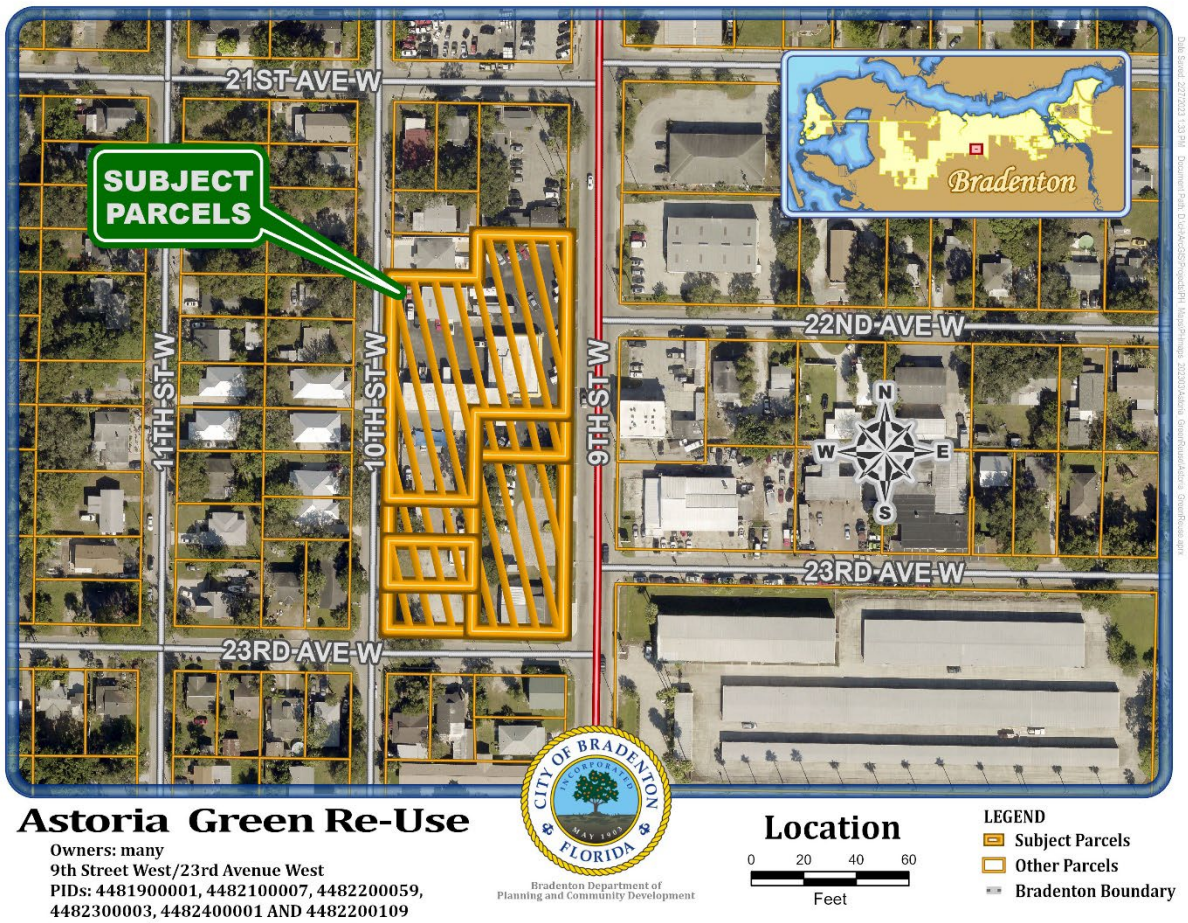
Scott Rudacille
CITY ATTORNEY

EXHIBIT "A"
LEGAL DESCRIPTION

EXHIBIT "A"
The Property

Lots 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, of GILLEY PATTEN'S ADDITION TO THE CITY OF BRADENTOWN, KNOWS AS SECOND ADDITION TO EDGEWOOD, according to the Plat thereof, recorded in Plat Book 1, Page 301, of the Public Records of Manatee County, Florida.

EXHIBIT "B"
MAP



THE GOLDSTEIN ENVIRONMENTAL LAW FIRM, P.A.
Brownfields, Transactions, Due Diligence, Development, Permitting, Cleanups & Compliance

2100 Ponce de Leon Boulevard, Suite 710
Coral Gables, Florida 33134
Telephone: (305) 777-1680
www.goldsteinenvlaw.com

Brett C. Brumund, Esq.
Direct Dial: (305) 640-5300
Email: bbrumund@goldsteinenvlaw.com

February 16, 2023

Via Email Only

Ms. Robin Singer, Director
Planning and Community Development Department
101 Old Main St. W.
Bradenton, FL, 34205

Re: Request for Designation of the Property Located at the NW Corner of 9th Street W and 23rd Avenue W, Bradenton, FL 34205, Parcel ID Nos. 4481900001, 4482100007, 4482200059, 4482300003, 4482400001, and 4482200109 as a Green Reuse Area Pursuant to Florida's Brownfields Redevelopment Act

Dear Ms. Singer:

On behalf of HTG Astoria, Ltd. ("Astoria"), we are pleased to submit the enclosed request for designation of the above-referenced parcels (the "Subject Property"), as a Green Reuse Area pursuant to section 376.80(2)(c), Florida Statutes, of Florida's Brownfields Redevelopment Act.

When fully developed as an affordable multifamily residential community for the elderly, the Subject Property will consist of a single five-story building with 120 residential units. Community amenities will include a community room and a state-of-the-art fitness center and the completed project will have an estimated cost of approximately $37.5 million. A legal description and property cards depicting the Subject Property's location are enclosed at Exhibit A and project renderings are enclosed at Exhibit B.

Astoria is applying for this designation in order to utilize an important state economic and regulatory assistance program available to developers and local governments in situations where the risk of potential contamination is demonstrated to overwhelm key opportunities for land revitalization, new housing and job growth. In this instance, the Subject Property's current use for automotive repair, historical discharges at adjacent properties, and the detection of low levels of contaminants in

groundwater beneath the Subject Property create a perception of contamination that has significantly complicated redevelopment efforts and created a host of logistical, design, engineering, and construction concerns for Astoria. These concerns can be easily mitigated with the assistance and resources offered by Florida's Brownfields Program. These resources come at no cost to the City.

In considering a request for designation as a Green Reuse Area under Florida's Brownfields Redevelopment Act, a local government must evaluate and apply the criteria set forth in section 376.80(2)(c), Florida Statutes. As reflected in the Statement of Eligibility incorporated herein at Exhibit C, Astoria meets such statutory criteria. Accordingly, based on the foregoing, we respectfully request that staff recommend approval of this Green Reuse Area designation under section 376.80(2)(c), Florida Statutes. Of course, as you evaluate the application and supporting materials, please feel free to contact us with any questions or should further information be required. Thank you.

Very truly yours,

THE GOLDSTEIN ENVIRONMENTAL LAW FIRM, P.A.

Brett C. Brumund
/bcb

Enclosures

cc: HTG Astoria, Ltd.

Exhibit A

EXHIBIT "A"
The Property

Lots 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, of GILLEY PATTEN'S ADDITION TO THE CITY OF BRADENTOWN, KNOWS AS SECOND ADDITION TO EDGEWOOD, according to the Plat thereof, recorded in Plat Book 1, Page 301, of the Public Records of Manatee County, Florida.

Electronically Signed using eSignOnline™ [Session ID : ad46ba78-a8de-47a5-bba4-b7c461f19357]

Parcel ID: 4482200109
Ownership: SMITHHILL HOLDINGS LLC
Owner Type: CORPORATION
Mailing Address: SMITHHILL HOLDINGS LLC, 2116 9TH ST W, BRADENTON FL 34205

Situs Address: 10TH ST W, BRADENTON FL 34205
Jurisdiction: CITY OF BRADENTON
Tax District: 0021; CITY OF BRADENTON
CRA/TIF District: 14CRA; 14TH STREET CRA
Market Area: 73; COMMERCIAL-WEST OF I-75

Sec/Twp/Rge: 35-34S-17E
Neighborhood: 7355; CENTRL BRDNTN,US 41-BRADEN RV,70N-RIVER
Subdivision: 4479400; EDGEWOOD 2ND ADDITION; LOT 126

Parcel Type: REAL PROPERTY
Parcel Created: 04/25/2001
Split/Combine: SPLIT
Parent Parcel ID: 4482200005
Map Number: 4B35

Land Use: 1000; Vacant Commercial (1555)
Land Size: 0.1148 Acres or 5,000 Square Feet



DESCRIPTION

LOT 126 GILLEY PATTEN'S ADD TO THE CITY OF BRADENTOWN, KNOWN AS 2ND ADD TO EDGEWOOD PI#44822.0010/9

2022 PRELIMINARY CERTIFIED VALUES

	County	School	IndSpcDist	Municipality
Land Value:	16,250	16,250	16,250	16,250
Improvement Value:	0	0	0	0
Total Market Value:	16,250	16,250	16,250	16,250
Land Classified Agricultural:	0	0	0	0
Classified Use Value:	0	0	0	0
Classified Use Savings:	0	0	0	0
Ineligible for 10% Cap:	0	16,250	0	0
Eligible for 10% Cap Next Year:	0	0	0	0
Eligible for 10% Cap This Year:	16,250	0	16,250	16,250
10% Cap Savings:	0	0	0	0
Ineligible for SOH Cap:	16,250	16,250	16,250	16,250
Eligible for SOH Cap Next Year:	0	0	0	0
Eligible for SOH Cap This Year:	0	0	0	0
SOH Cap Savings:	0	0	0	0
Assessed Value:	16,250	16,250	16,250	16,250
Exempt Value:	0	0	0	0
Taxable Value:	16,250	16,250	16,250	16,250

PROPERTY APPRAISER INSPECTIONS

01/24/2020	TLW	INSPECTION BY IMAGE TECHNOLOGY	5 YEAR STATUTORY REVIEW

LAND INFORMATION

#	Type	Code	Ag	Ex	Sqft	Acres	Rate	Value	Frontage Actual	Frontage Effect	Depth	Table	Factor	Override	Influences	Zoning
1	S	201	No	0%	5,000	0	2	16,250	50.0	50	100	2	1.0			BR_FBC,BR_T4-R

SALES INFORMATION

Salekey	Sale Date	Book/Page/Inst #	Instrument Type	V / I	Qual Code	Sale Price	Grantee	Grantor
2249689	3/5/2019	2770 / 7908	CORRECTIVE DEED	V	11	$10	SMITHHILL HOLDINGS LLC	POWER PROPERTIES INC
2249650	2/21/2019	2770 / 7786	QUIT CLAIM DEED	V	11	$10	POWER PROPERTIES INC	912 23RD LLC
2116246	2/2/2015	2555 / 5881	CORRECTIVE DEED	I	11	$	912 23RD LLC	912 23RD LLC
2082313	11/22/2013	2499 / 4866	QUIT CLAIM DEED	V	11	$10	912 23RD LLC	912 23RD LLC
2082311	8/20/2013	2487 / 0691	QUIT CLAIM DEED	V	11	$3,000	912 23RD LLC	TCU 10 LLC PENDER NEWKIRK CUSTODIAN
2060453	4/8/2013	2466 / 5804	TAX DEED	V	18	$2,900	TCU 10 LLC PENDER NEWKIRK CUSTODIAN	MANNION & ASSOCIATES INC

BUILDING PERMITS

Permit	Issued	Purpose	Description	Contractor	Amount	Agency Status	Final Date	Cert Occ Date
SN.10.1016	04/27/2010	SIGN	MANUFACTURE & INSTALL INFORMATIONAL SIGN ====SIGN 4=...	MAGEE SIGN SERVICE	$1,172	CLOSED		
SN.10.1015	04/27/2010	SIGN	MANUFACTURE & INSTALL INFORMATION SIGN***BRADENTON W...	MAGEE SIGN SERVICE	$1,172	CLOSED		
SN.10.1014	04/27/2010	SIGN	MANUFACTURE & INSTALL INFORMATIONAL SIGN #2*BRADENTO...	MAGEE SIGN SERVICE	$1,172	CLOSED		
SN.10.1011	04/27/2010	SIGN	MANUFACTURE & INSTALL INFORMATION SIGN (BRADENTON WA...	MAGEE SIGN SERVICE	$1,172	CLOSED		

Property Record Card

Created at: https://www.manateepao.gov on September 23, 2022

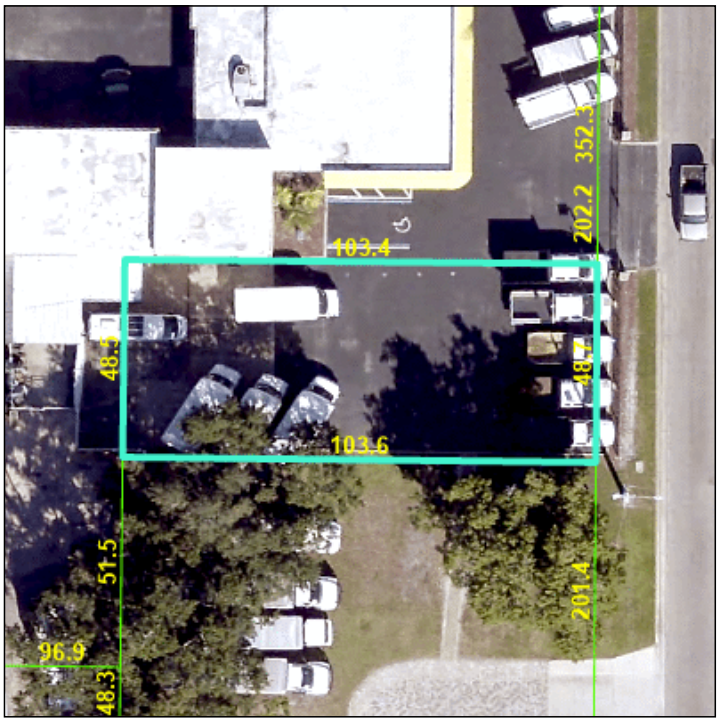
Parcel ID: 4482400001
Ownership: SMITHHILL HOLDINGS LLC
Owner Type: CORPORATION
Mailing Address: SMITHHILL HOLDINGS LLC, 2116 9TH ST W, BRADENTON FL 34205

Situs Address: 2212 9TH ST W, BRADENTON FL 34205
Jurisdiction: CITY OF BRADENTON
Tax District: 0021; CITY OF BRADENTON
CRA/TIF District: 14CRA; 14TH STREET CRA
Market Area: 73; COMMERCIAL-WEST OF I-75

Sec/Twp/Rge: 35-34S-17E
Neighborhood: 7355; CENTRL BRDNTN,US 41-BRADEN RV,70N-RIVER
Subdivision: 4479400; EDGEWOOD 2ND ADDITION; LOT 131

Parcel Type: REAL PROPERTY
Parcel Created: 09/05/1987
Map Number: 4B35

Land Use: 1000; Vacant Commercial (1555)
Land Size: 0.1148 Acres or 5,000 Square Feet



DESCRIPTION

LOT 131 GILLEY PATTEN'S ADD TO THE CITY OF BRADENTOWN, KNOWN AS 2ND ADD TO EDGEWOOD PI#44824.0000/1

2022 PRELIMINARY CERTIFIED VALUES

	County	School	IndSpcDist	Municipality
Land Value:	36,250	36,250	36,250	36,250
Improvement Value:	0	0	0	0
Total Market Value:	36,250	36,250	36,250	36,250
Land Classified Agricultural:	0	0	0	0
Classified Use Value:	0	0	0	0
Classified Use Savings:	0	0	0	0
Ineligible for 10% Cap:	0	36,250	0	0
Eligible for 10% Cap Next Year:	0	0	0	0
Eligible for 10% Cap This Year:	36,250	0	36,250	36,250
10% Cap Savings:	0	0	0	0
Ineligible for SOH Cap:	36,250	36,250	36,250	36,250
Eligible for SOH Cap Next Year:	0	0	0	0
Eligible for SOH Cap This Year:	0	0	0	0
SOH Cap Savings:	0	0	0	0
Assessed Value:	36,250	36,250	36,250	36,250
Exempt Value:	0	0	0	0
Taxable Value:	36,250	36,250	36,250	36,250

ADDRESSES ASSIGNED TO THE PROPERTY

2212 9TH ST W

PROPERTY APPRAISER INSPECTIONS

01/23/2020	TLW	INSPECTION BY IMAGE TECHNOLOGY 5 YEAR STATUTORY REVIEW

LAND INFORMATION

#	Type	Code	Ag	Ex	Sqft	Acres	Rate	Value	Frontage Actual	Frontage Effect	Depth	Table	Factor	Override	Influences	Zoning
1	S	204	No	0%	5,000	0	7	36,250	50.0	50	100		1.0			BR_FBC,BR_T4-O

SALES INFORMATION

Salekey	Sale Date	Book/Page/Inst #	Instrument Type	V / I	Qual Code	Sale Price	Grantee	Grantor
2198480	7/26/2017	2686 / 3755	SPECIAL WARRANT	I	05	$700,000	SMITHHILL HOLDINGS LLC	POWER PROPERTIES INC
1536918	5/24/1993	1406 / 7594	SPECIAL WARRANT	I	37	$135,000	POWER PROPERTIES INC	BARNETT BANK TAMPA
1536919	3/22/1993	1402 / 0505	TITLE CERT	I	37	$1,000	FIRST FLORIDA BANK N A	TWATSON, MYRTICE S ET AL CCC
1536920	11/25/1987	1203 / 3948	DEED	V	05	$215,000	WATSON, G WADE TR EST OF	KANNALEY, H JOHN & LEONA M
1536921	11/1/1979	0967 / 1602	UNKNOWN	V	05	$110,000	KANNALEY, H JOHN *	PDSMITH, EUNICE SMITH PR
1536922	1/1/1931	UNRECORDED	UNKNOWN	V	37		NO NAME FOUND	

Property Record Card

Created at: https://www.manateepao.gov on September 23, 2022

Parcel ID: 4482300003
Ownership: SMITHHILL HOLDINGS LLC
Owner Type: CORPORATION
Mailing Address: SMITHHILL HOLDINGS LLC, 2116 9TH ST W, BRADENTON FL 34205

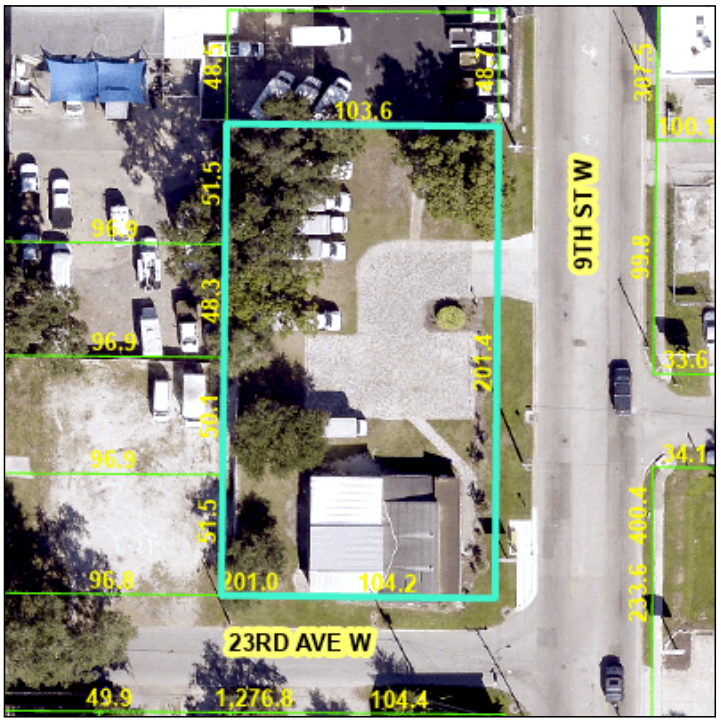
Situs Address: 2228 9TH ST W, BRADENTON FL 34205-7004
Jurisdiction: CITY OF BRADENTON
Tax District: 0021; CITY OF BRADENTON
CRA/TIF District: 14CRA; 14TH STREET CRA
Market Area: 73; COMMERCIAL-WEST OF I-75

Sec/Twp/Rge: 35-34S-17E
Neighborhood: 7355; CENTRL BRDNTN,US 41-BRADEN RV,70N-RIVER
Subdivision: 4479400; EDGEWOOD 2ND ADDITION; LOT 127

Parcel Type: REAL PROPERTY
Parcel Created: 09/05/1987
Map Number: 4B35

Land Use: 1700; Office Buildings-One Story (1555)
Land Size: 0.4793 Acres or 20,880 Square Feet
Building Area: 2,727 SqFt Under Roof / 1,377 SqFt Living or Business Area
Living Units: 1

Commercial Bldgs: 1



DESCRIPTION

LOTS 127,128,129,130 GILLEY PATTEN'S ADD TO THE CITY OF BRADENTOWN, KNOWN AS 2ND ADD TO EDGEWOOD PI#44823.0000/3

2022 PRELIMINARY CERTIFIED VALUES

	County	School	IndSpcDist	Municipality
Land Value:	119,372	119,372	119,372	119,372
Improvement Value:	116,014	116,014	116,014	116,014
Total Market Value:	235,386	235,386	235,386	235,386
Land Classified Agricultural:	0	0	0	0
Classified Use Value:	0	0	0	0
Classified Use Savings:	0	0	0	0
Ineligible for 10% Cap:	0	235,386	0	0
Eligible for 10% Cap Next Year:	0	0	0	0
Eligible for 10% Cap This Year:	235,386	0	235,386	235,386
10% Cap Savings:	0	0	0	0
Ineligible for SOH Cap:	235,386	235,386	235,386	235,386
Eligible for SOH Cap Next Year:	0	0	0	0
Eligible for SOH Cap This Year:	0	0	0	0
SOH Cap Savings:	0	0	0	0
Assessed Value:	235,386	235,386	235,386	235,386
Exempt Value:	0	0	0	0
Taxable Value:	235,386	235,386	235,386	235,386

ADDRESSES ASSIGNED TO THE PROPERTY

2222 9TH ST W
2228 9TH ST W

PROPERTY APPRAISER INSPECTIONS

04/15/2020	CLC	INSPECTION BY IMAGE TECHNOLOGY	5 YEAR STATUTORY REVIEW
02/14/2014	AJR	ON SITE INSPECTION	5 YEAR STATUTORY REVIEW

LAND INFORMATION

										Frontage		Depth					
#	Type	Code	Ag	Ex	Sqft	Acres	Rate	Value	Actual	Effect	Depth	Table	Factor	Override	Influences	Zoning
1	S	204	No	0%	20,880	0	7	119,372					1.0			BR_FBC,BR_T4-O

SALES INFORMATION

Salekey	Sale Date	Book/Page/Inst #	Instrument Type	V / I	Qual Code	Sale Price	Grantee	Grantor
2231439	8/14/2018	2743 / 2214	WARRANTY DEED	I	05	$400,000	SMITHHILL HOLDINGS LLC	POWER PROPERTIES INC
1953530	4/1/2009	2293 / 4809	TITLE CERT	I	12	$131,400	POWER PROPERTIES INC	TRAYLOR, HARRY
1536915	12/22/1998	1579 / 1168	DEED	I	01	$150,000	TRAYLOR, HARRY	TERRY, THOMAS R & MARY L
1536916	6/1/1979	0949 / 0420	UNKNOWN	I	01	$55,000	TERRY, THOMAS R *	EADDY, IRENE B
1536917	1/1/1931	UNRECORDED	UNKNOWN	V	37		NO NAME FOUND	

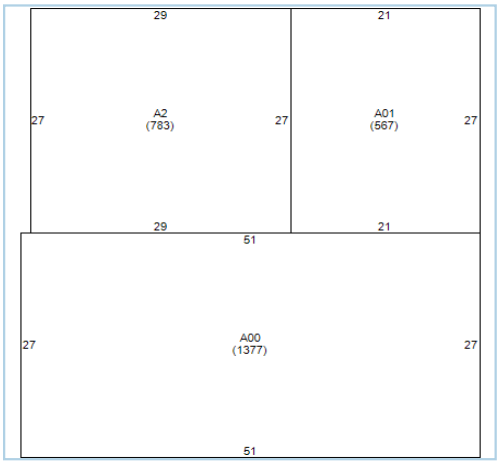
BUILDING PERMITS

Permit	Issued	Purpose	Description	Contractor	Amount	Agency Status	Final Date	Cert Occ Date
PM.11.0020	11/26/2013	PRELIMINARY	SHELL AREA TO PAVED PARKING & DRIVE			CLOSED		11/26/2013
SN.13.01388	08/12/2013	SIGN	REFACE EXISTING POLE SIGN		$450	CLOSED		08/12/2013
FN.11.1820	12/13/2011	FENCE	REPLACE 6' & 4' WOOD FENCEFENCE TO BE LOCATED ON PRO...		$7,000	CLOSED		01/19/2012
PK.11.0042	08/31/2011	PARKING LOT	PARKING LOT PAVING - PERMIT DOES NOT CONSTITUTE APPR...		$2,000	CLOSED		
0103221	09/06/2001	PLUMBING	INSTALL IRRIGATION	SEIPEL, RICHARD A	$1,300	CLOSED		
0102748	08/01/2001	MISCELLANEOUS	INSTALL SHELL PARKING LOT WITH LANDSCAPING PER PLAN ...	PROPERTY OWNER	$4,000	CLOSED		
0003762	11/29/2000	PLUMBING	INSTALL BFP ONLY	GUALTIER, RICHARD	$500	CLOSED		
0000537	02/25/2000	BUILDING	SOFFIT AND FASCIA	CHASEY, JOHN H II	$486	CLOSED		
0000400	02/14/2000	RESIDENTIAL	RE ROOF	FERRIS, MICHAEL A	$2,640	CLOSED		
9902849	09/17/1999	MISCELLANEOUS	TREE REMOVAL	PROPERTY OWNER	$	CLOSED		

COMMERCIAL BUILDING #2

name:	MARKIS INSURANCE
type:	OFFICE BUILDING
class:	1700
grade:	C
year built:	1949
effective year:	2009
stories:	01
exterior wall:	WN
roof material:	SA
roof type:	HG
units:	
identical units:	
covered parking:	
uncovered parking:	
other buildings:	
note1:	
note2:	
investment rating:	
grade factor:	
c&d:	1.0000
area under roof:	2727
business area:	1377
ms area:	1377
ms perimeter:	140
base rcn:	151022
base rcn/sf:	109.6747
market adjustment:	
depreciation:	12.00%
rcnld:	132899
override rcnld:	
adjustment factor:	0.85000
building value:	112964
building value/sf:	82.0363
eligible for exem:	0.00%





INTERIOR & EXTERIOR DETAILS

Marshall Swift ---------- Multipliers ---------- Rates ---------- Values ----------

#	Floors	Extwall	Con	Yrblt	Effyr	Area	Perim	Sec	Tbl	Occ	Cla	Qua	Heat	Cur/loc/par/sh/ns	Base	Elev	Heat.	Rcn	Dep	Mktadj	Comp	Fdep	Edep	Value	Ex %
1	01-01	BP 10				1,377	156	15	01	344	C	LC	ACP	1.01/.95/1.1079/.9538/1	93.41	0.00	8.26	151,022	12%	100%	100%	100%	100%	132,899	100%

INTERIOR & EXTERIOR FEATURES

#	Intext	Code	Description	Dimensions	Identunits	Elevstops	Notes	Value
1	1	RC1	CARPORT	567x1	1			3,808
2	1	RC1	CARPORT	783x1	1			5,259

COMMERCIAL BUILDING FEATURES

#	Code	Description	Yrblt	Effyr	Area	Cuft	Units	Rate	Gra	Cond	Fun	Mktadj	Fundep	Ecndep	Basercn	Dep	Locmlt	Adjfact	Value	Ex %
1	FNC	FENCE-COMMERCIAL	2011	2017	1	0	1	11	C	E	A	0%	0%	0%	11	9%	1	1	10	0%
2	CON	CONCRETE PAVING	2012	2017	2,700	0	1	1.19	C	E	A	0%	0%	0%	3,220	6%	1	1	3,030	0%
3	FNC	FENCE-COMMERCIAL	2012	2017	1	0	1	11	C	E	A	0%	0%	0%	11	9%	1	1	10	0%

FREESTANDING FEATURES & OUTBUILDINGS

#	Code	Description	Yrblt	Effyr	Area	Cuft	Units	Rate	Gra	Cond	Fun	Mktadj	Fundep	Ecndep	Basercn	Dep	Locmlt	Adjfact	Value	Ex %
2	CON	CONCRETE PAVING	2012	2017	2,700	0	1	1.19	C	E	A	0%	0%	0%	3,220	6%	1	1	3,030	0%
1	FNC	FENCE-COMMERCIAL	2011	2017	1	0	1	11	C	E	A	0%	0%	0%	11	9%	1	1	10	0%
3	FNC	FENCE-COMMERCIAL	2012	2017	1	0	1	11	C	E	A	0%	0%	0%	11	9%	1	1	10	0%

Parcel ID: 4482200059
Ownership: SMITHHILL HOLDINGS LLC
Owner Type: CORPORATION
Mailing Address: SMITHHILL HOLDINGS LLC, 2116 9TH ST W, BRADENTON FL 34205

Situs Address: 912 23RD AVE W, BRADENTON FL 34205-7043
Jurisdiction: CITY OF BRADENTON
Tax District: 0021; CITY OF BRADENTON
CRA/TIF District: 14CRA; 14TH STREET CRA
Market Area: 09; CENTRAL BRADENTON

Sec/Twp/Rge: 35-34S-17E
Neighborhood: 2740; EDGEWOOD, TAMIAMI PARK,ET AL
Subdivision: 4479400; EDGEWOOD 2ND ADDITION; LOT 125

Parcel Type: REAL PROPERTY
Parcel Created: 04/25/2001
Split/Combine: SPLIT
Parent Parcel ID: 4482200005
Map Number: 4B35

Land Use: 0000; Vacant Residential Platted (1554)
Land Size: 0.1148 Acres or 5,001 Square Feet



DESCRIPTION

LOT 125 GILLEY PATTEN'S ADD TO THE CITY OF BRADENTOWN, KNOWN AS 2ND ADD TO EDGEWOOD PI#44822.0005/9

2022 PRELIMINARY CERTIFIED VALUES

	County	School	IndSpcDist	Municipality
Land Value:	40,000	40,000	40,000	40,000
Improvement Value:	0	0	0	0
Total Market Value:	40,000	40,000	40,000	40,000
Land Classified Agricultural:	0	0	0	0
Classified Use Value:	0	0	0	0
Classified Use Savings:	0	0	0	0
Ineligible for 10% Cap:	0	40,000	0	0
Eligible for 10% Cap Next Year:	0	0	0	0
Eligible for 10% Cap This Year:	40,000	0	40,000	40,000
10% Cap Savings:	12,500	0	12,500	12,500
Ineligible for SOH Cap:	40,000	40,000	40,000	40,000
Eligible for SOH Cap Next Year:	0	0	0	0
Eligible for SOH Cap This Year:	0	0	0	0
SOH Cap Savings:	0	0	0	0
Assessed Value:	27,500	40,000	27,500	27,500
Exempt Value:	0	0	0	0
Taxable Value:	27,500	40,000	27,500	27,500

ADDRESSES ASSIGNED TO THE PROPERTY

912 23RD AVE W

PROPERTY APPRAISER INSPECTIONS

06/06/2022	TLW	INSPECTION BY IMAGE TECHNOLOGY	5 YEAR STATUTORY REVIEW
05/11/2018	JAH	INSPECTION BY IMAGE TECHNOLOGY	5 YEAR STATUTORY REVIEW

LAND INFORMATION

#	Type	Code	Ag	Ex	Sqft	Acres	Rate	Value	Frontage Actual	Frontage Effect	Depth	Table	Factor	Override	Influences	Zoning
1	U	101	No	0%	5,001	0	40,000	40,000	50.0	50	100	2	1.0			BR_FBC,BR_T4-R

SALES INFORMATION

Salekey	Sale Date	Book/Page/Inst #	Instrument Type	V / I	Qual Code	Sale Price	Grantee	Grantor
2231438	8/14/2018	2743 / 2214	WARRANTY DEED	I	05	$400,000	SMITHHILL HOLDINGS LLC	POWER PROPERTIES INC
2231432	8/14/2018	2743 / 2212	QUIT CLAIM DEED	V	11	$10	POWER PROPERTIES INC	912 23RD LLC
2105399	9/16/2014	2538 / 2702	QUIT CLAIM DEED	I	11	$5,000	912 23RD LLC	WELLS FARGO BANK NA
2078795	11/19/2013	2499 / 1145	TITLE CERT	I	12	$10,800	WELLS FARGO BANK NA	ANDREWS, JUNIOR
2070472	4/8/2009	UNRECORDED	MISCELLANEOUS	I	11	$	ANDREWS, JUNIOR	ANDREWS, JUNIOR
1749766	1/3/2001	1662 / 5529	DEED	I	01	$79,000	ANDREWS, JUNIOR	MANNION & ASSOCIATES INC

BUILDING PERMITS

Permit	Issued	Purpose	Description	Contractor	Amount	Agency Status	Final Date	Cert Occ Date
BR183556	07/24/2018	TREE REMOVAL RESIDENTIAL	REMOVAL OF 7 CABBAGE PALMS, 4 CEDAR, 4 OAK TREES, 1 ...	912 23RD LLC	$	CLOSED	08/08/2018	
BR173772	09/18/2017	DEMOLITION	DEMOLITION OF ENTIRE STRUCTURE 2 BR 1 1/2 BATH	GOODWOOD & STONE BUILDERS LLC	$5,900	CLOSED	08/27/2019	
BR155105	12/11/2015	ROOF RESIDENTIAL	REROOF 12 SQS SHINGLES 6/12 SLOPE FL# 12713.1 ALLSTA...	FIRST ALLSTAR ROOFING INC	$4,000	ISSUED		
BR184364		INDUSTRIAL	194 FT OF 6FT HIGH WOOD STOCKADE FENCE WITH 2 GATE 5...	UPRIGHT FENCING	$2,000	CLOSED	11/28/2018	

Property Record Card

Created at: https://www.manateepao.gov on February 16, 2023

Parcel ID: 4482100007
Ownership: SMITHHILL HOLDINGS LLC
Owner Type: CORPORATION
Mailing Address: SMITHHILL HOLDINGS LLC, 2116 9TH ST W, BRADENTON FL 34205

Situs Address: 2217 10TH ST W, BRADENTON FL 34205-7009
Jurisdiction: CITY OF BRADENTON
Tax District: 0021; CITY OF BRADENTON
CRA/TIF District: 14CRA; 14TH STREET CRA
Market Area: 09; CENTRAL BRADENTON

Sec/Twp/Rge: 35-34S-17E
Neighborhood: 2740; EDGEWOOD, TAMIAMI PARK,ET AL
Subdivision: 4479400; EDGEWOOD 2ND ADDITION; LOT 124

Parcel Type: REAL PROPERTY
Parcel Created: 09/05/1987
Map Number: 4B35

Land Use: 0010; VAC UNPLATTED <10 AC
Land Size: 0.1148 Acres or 5,000 Square Feet



DESCRIPTION

LOT 124 GILLEY PATTEN'S ADD TO THE CITY OF BRADENTOWN, KNOWN AS 2ND ADD TO EDGEWOOD PI#44821.0000/7

2022 FINAL CERTIFIED VALUES

	County	School	IndSpcDist	Municipality
Land Value:	40,000	40,000	40,000	40,000
Improvement Value:	0	0	0	0
Total Market Value:	40,000	40,000	40,000	40,000
Land Classified Agricultural:	0	0	0	0
Classified Use Value:	0	0	0	0
Classified Use Savings:	0	0	0	0
Ineligible for 10% Cap:	0	40,000	0	0
Eligible for 10% Cap Next Year:	0	0	0	0
Eligible for 10% Cap This Year:	40,000	0	40,000	40,000
10% Cap Savings:	12,500	0	12,500	12,500
Ineligible for SOH Cap:	40,000	40,000	40,000	40,000
Eligible for SOH Cap Next Year:	0	0	0	0
Eligible for SOH Cap This Year:	0	0	0	0
SOH Cap Savings:	0	0	0	0
Assessed Value:	27,500	40,000	27,500	27,500
Exempt Value:	0	0	0	0
Taxable Value:	27,500	40,000	27,500	27,500

ADDRESSES ASSIGNED TO THE PROPERTY

2217 10TH ST W

PROPERTY APPRAISER INSPECTIONS

08/07/2020	PMB	INSPECTION BY IMAGE TECHNOLOGY	5 YEAR STATUTORY REVIEW

LAND INFORMATION

#	Type	Code	Ag	Ex	Sqft	Acres	Rate	Value	Frontage Actual	Frontage Effect	Depth	Table	Factor	Override	Influences	Zoning
1	U	101	No	0%	5,000	0	40,000	40,000	50.0	50	100	2	1.0			BR_FBC,BR_T4-R

SALES INFORMATION

Salekey	Sale Date	Book/Page/Inst #	Instrument Type	V / I	Qual Code	Sale Price	Grantee	Grantor
2231437	8/14/2018	2743 / 2214	WARRANTY DEED	I	05	$400,000	SMITHHILL HOLDINGS LLC	POWER PROPERTIES INC
1536907	7/25/1996	1493 / 4397	DEED	I	37	$6,000	POWER PROPERTIES INC	SCHAEFFER, LEONARD
1536908	6/20/1996	1490 / 6212	DEED	I	37	$6,000	SCHAEFFER, LEONARD	PEACE, DAVID G
1536909	12/2/1987	1204 / 2152	DEED	I	01	$17,500	PEACE, DAVID G	PETERSEN, WALLACE J
1536910	7/1/1983	1054 / 0299	UNKNOWN	I	37	$1	PETERSEN, WALLACE J	PETERSEN, JOAN L
1536911	12/1/1979	0973 / 0378	UNKNOWN	I	01	$16,000	PETERSON, WALLACE J *	FRANKS, THELMA

Parcel ID: 4481900001
Ownership: SMITHHILL HOLDINGS LLC
Owner Type: CORPORATION
Mailing Address: SMITHHILL HOLDINGS LLC, 2116 9TH ST W, BRADENTON FL 34205

Situs Address: 2118 9TH ST W, BRADENTON FL 34205-7028
Jurisdiction: CITY OF BRADENTON
Tax District: 0021; CITY OF BRADENTON
CRA/TIF District: 14CRA; 14TH STREET CRA
Market Area: 73; COMMERCIAL-WEST OF I-75

Sec/Twp/Rge: 35-34S-17E
Neighborhood: 7355; CENTRL BRDNTN,US 41-BRADEN RV,70N-RIVER
Subdivision: 4479400; EDGEWOOD 2ND ADDITION; LOT 119

Parcel Type: REAL PROPERTY
Parcel Created: 09/05/1987
Map Number: 4B35

Land Use: 2710; USED CAR LOTS
Land Size: 1.0473 Acres or 45,619 Square Feet
Building Area: 9,534 SqFt Under Roof / 7,094 SqFt Living or Business Area
Living Units: 1

Businesses: 2
Commercial Bldgs: 2



DESCRIPTION

LOTS 119,120,121,122,123, 132, 133,134,135 GILLEY PATTEN'S ADD TO THE CITY OF BRADENTOWN, KNOWN AS 2ND ADD TO EDGEWOOD PI#44819.0000/1

2022 FINAL CERTIFIED VALUES

	County	School	IndSpcDist	Municipality
Land Value:	207,476	207,476	207,476	207,476
Improvement Value:	250,346	250,346	250,346	250,346
Total Market Value:	457,822	457,822	457,822	457,822
Land Classified Agricultural:	0	0	0	0
Classified Use Value:	0	0	0	0
Classified Use Savings:	0	0	0	0
Ineligible for 10% Cap:	0	457,822	0	0
Eligible for 10% Cap Next Year:	0	0	0	0
Eligible for 10% Cap This Year:	457,822	0	457,822	457,822
10% Cap Savings:	22,389	0	22,389	22,389
Ineligible for SOH Cap:	457,822	457,822	457,822	457,822
Eligible for SOH Cap Next Year:	0	0	0	0
Eligible for SOH Cap This Year:	0	0	0	0
SOH Cap Savings:	0	0	0	0
Assessed Value:	435,433	457,822	435,433	435,433
Exempt Value:	0	0	0	0
Taxable Value:	435,433	457,822	435,433	435,433

BUSINESS OPERATING ON THE PROPERTY

90001209919 811111 General Automotive Repair
90001338219 441120 Used Car Dealers

ADDRESSES ASSIGNED TO THE PROPERTY

2117 10TH ST W
2116 9TH ST W
2118 9TH ST W

PROPERTY APPRAISER INSPECTIONS

04/13/2020	MBJ	INSPECTION BY IMAGE TECHNOLOGY	5 YEAR STATUTORY REVIEW
03/21/2016	JBR	INSPECTION BY IMAGE TECHNOLOGY	5 YEAR STATUTORY REVIEW

LAND INFORMATION

										---------- Frontage ----------	------- Depth -------				
#	Type	Code	Ag	Ex	Sqft	Acres	Rate	Value	Actual	Effect	Depth	Table	Factor	Override	Influences	Zoning
1	S	204	No	0%	45,619	1	7	207,476		200			1.0			BR_FBC,BR_T4-O

SALES INFORMATION

Salekey	Sale Date	Book/Page/Inst #	Instrument Type	V / I	Qual Code	Sale Price	Grantee	Grantor
2198479	7/26/2017	2686 / 3755	SPECIAL WARRANT	I	05	$700,000	SMITHHILL HOLDINGS LLC	POWER PROPERTIES INC
1536902	5/24/1993	1406 / 7594	SPECIAL WARRANT	I	37	$135,000	POWER PROPERTIES INC	BARNETT BANK TAMPA
1536903	3/22/1993	1402 / 0505	TITLE CERT	I	37	$1,000	FIRST FLORIDA BANK N A	TWATSON, MYRTICE S ET AL CCC
1536904	11/25/1987	1203 / 3948	DEED	I	05	$215,000	WATSON, G WADE TR EST OF	KANNALEY, H JOHN & LEONA M
1536905	11/1/1979	0967 / 1602	UNKNOWN	I	05	$110,000	KANNALEY, H JOHN *	PDSMITH, EUNICE SMITH PR
1536906	1/1/1931	UNRECORDED	UNKNOWN	V	37		NO NAME FOUND	

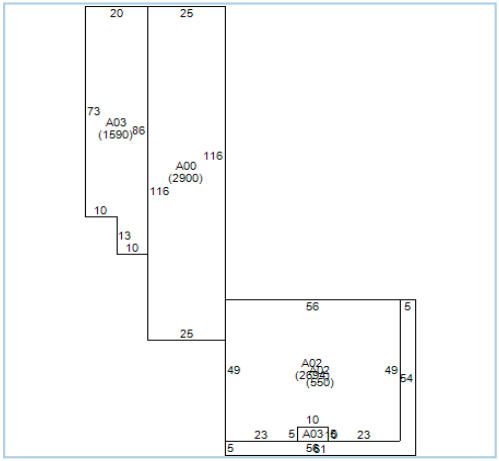
BUILDING PERMITS

Permit	Issued	Purpose	Description	Contractor	Amount	Agency Status	Final Date	Cert Occ Date
BR140659	11/18/2014	ACESSORY STRUCTURE COMMERCIAL	SET A PRE-BUILD 13.8 X 50' SHEED	JENSEN CONSTRUCTION INC	$75	APPROVED		
FN.13.02194	10/01/2013	FENCE	INSTALL 12 X 14 ROLL GATE; 5 X4 SWING GATE, 63' OF ...	USA STEEL FENCE CO	$1,241	CLOSED		11/13/2013
PK.12.0045	09/10/2012	PARKING LOT	REMOVE APPROX 3,000 QF OF SETTLING ASPHALT & REPLACE...		$6,000	CLOSED		
FN.12.1877	04/05/2012	FENCE	REPLACE EXISTING W/6' PVC FENCE		$7,000	CLOSED		
FN.11.1651	02/23/2011	FENCE	6' WOOD FENCE		$2,000	CLOSED		03/09/2011
RF.09.3917	04/01/2009	REROOF	REMOVE ROLLED ROLLING AND INSTALL SAV POLY GLASS BAS...	LEN'S ROOFING	$1,400	CLOSED		04/13/2009
RF.08.3484	02/14/2008	REROOF	APPLY MEMBRANE ROOF TO STRUCTURE	ALLWEATHER ENTR INC	$14,820	CLOSED		02/22/2008
SN.07.0652	07/30/2007	SIGN	CHANGE FACE ONLY ON EXISTING PYLON SIGN FLOOD ZONE A	SIGNS IN ONE DAY	$300	CLOSED		08/23/2007
SU.07.0035	06/18/2007	SPECIAL USE	FLOOD ZONE A *** EXTERIOR DESIGN: BRICK PAVER, POOL ...			CLOSED		06/18/2007
0100913	03/13/2001	BUILDING	REMOVE OVAL SIGN/RE-PAINT EXACTLY AS BEFORE; REINSTA...	GRAYSON, HENRY C	$1,000	CLOSED		
0100698	02/26/2001	PLUMBING	INSTALL 3/4 BACKFLOW	MAY, FRED J	$400	CLOSED		
0100297	01/25/2001	PLUMBING	REPLACE LAV AND WATER CLOSET	MAY, FRED J	$850	CLOSED		
0100296	01/25/2001	MECHANICAL	REMOVE OLD DUCTWORK AND ROOFTOP SYSTEM AND INSTALL N...	BERGAN, ERIC D	$2,400	CLOSED		
0003805	12/01/2000	BUILDING	STORAGE BUILDING, ELECTRICAL, CONCRETE WORK & SITE W...	SCHERER, CLARK H JR	$30,000	CLOSED		04/11/2001
0003767	11/29/2000	BUILDING	NEW SHOWROOM /WITH HANDICAP BATHROOMS	SCHERER, CLARK H JR	$45,000	CLOSED		04/04/2001
0002963	09/19/2000	RESIDENTIAL	APPLY SGL PLY TO ROOF & INSULATE	FORBES, AMES W II	$9,067	CLOSED		
9502534	08/24/1995	MISCELLANEOUS	4' ORNAMENTAL FENCING	GLASGOW, LOYD H	$2,400	CLOSED		
9400901	03/29/1994	BUILDING	20 X 20 WOODEN DECKK	PROPERTY OWNER	$350	CLOSED		
9400479	02/18/1994	BUILDING	ENCLOSE 24 X 24 AREA FOR OFFICE SPACE	PROPERTY OWNER	$10,500	CLOSED		
BR222056		PRE APPLICATION MEETING	120 UNIT MULTIFAMILY AFFORDABLE APARTMENT BLDG SERVI...		$	CLOSED	07/05/2022	

COMMERCIAL BUILDING #1

name:	
type:	AUTOMOTIVE/BOATS/RV
class:	2710
grade:	C
year built:	1957
effective year:	1990
stories:	01
exterior wall:	BP
roof material:	BU
roof type:	ST
units:	
identical units:	
covered parking:	
uncovered parking:	
other buildings:	
note1:	OBSOLESCENSE CODE=OV
note2:	
investment rating:	
grade factor:	
c&d:	1.0000
area under roof:	7784
business area:	5594
ms area:	6244
ms perimeter:	492
base rcn:	595547
base rcn/sf:	106.4617
market adjustment:	
depreciation:	69.36%
rcnld:	195645
override rcnld:	
adjustment factor:	0.85000
building value:	166298
building value/sf:	29.7279
eligible for exem:	0.00%





INTERIOR & EXTERIOR DETAILS

Marshall Swift ---------- Multipliers ---------- Rates ---------- Values ----------

#	Floors	Extwall	Con	Yrblt	Effyr	Area	Perim	Sec	Tbl	Occ	Cla	Qua	Heat	Cur/loc/par/sh/ns	Base	Elev	Heat.	Rcn	Dep	Mktadj	Comp	Fdep	Edep	Value	Ex %
1	01-01	BP 12				2,900	282	14	49	528	C	AV	SHF	1.21/.95/1.164/.954/1	57.53	0.00	1.40	235,867	76%	100%	100%	100%	100%	58,967	100%
2	01-01	BP 12				2,694	220	14	55	303	C	AV	ACP	1.21/.95/1.164/.954/1	96.24	0.00	6.37	359,680	65%	100%	100%	100%	100%	136,678	100%

INTERIOR & EXTERIOR FEATURES

#	Intext	Code	Description	Dimensions	Identunits	Elevstops	Notes	Value
2	1	CP5	CANOPY ONLY	1,590x1	1			17,729
3	2	CP5	CANOPY ONLY	550x1	1			6,133
4	2	CP6	CANOPY ROOF/SLAB	50x1	1			687

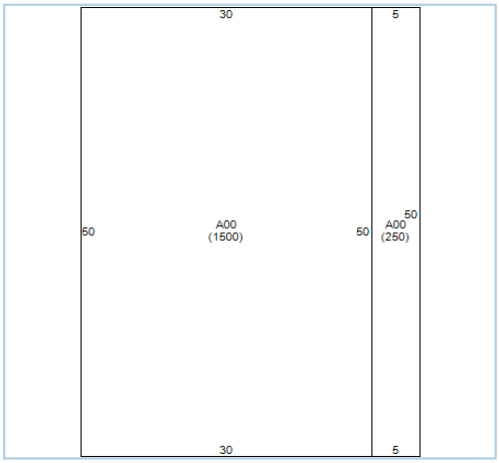
COMMERCIAL BUILDING FEATURES

#	Code	Description	Yrblt	Effyr	Area	Cuft	Units	Rate	Gra	Cond	Fun	Mktadj	Fundep	Ecndep	Basercn	Dep	Locmlt	Adjfact	Value	Ex %
1	ASP	ASPHALT PAVING	1957	1995	19,328	0	1	3	C	A	A	0%	0%	0%	42,522	79%	1	.85	8,930	0%
2	FNC	FENCE-COMMERCIAL	2000	2011	1	0	1	15	C	V	A	0%	0%	0%	11	26%	1	.85	10	0%

COMMERCIAL BUILDING #2

name:	
type:	AUTOMOTIVE/BOATS/RV
class:	2710
grade:	B
year built:	2001
effective year:	2011
stories:	01
exterior wall:	
roof material:	
roof type:	
units:	
identical units:	
covered parking:	
uncovered parking:	
other buildings:	
note1:	
note2:	
investment rating:	
grade factor:	
c&d:	1.0000
area under roof:	1750
business area:	1500
ms area:	1500
ms perimeter:	160
base rcn:	101566
base rcn/sf:	67.7107
market adjustment:	
depreciation:	14.00%
rcnld:	88362
override rcnld:	
adjustment factor:	0.85000
building value:	75108
building value/sf:	50.0720
eligible for exem:	0.00%





INTERIOR & EXTERIOR DETAILS

Marshall Swift ---------- Multipliers ---------- Rates ---------- Values ----------

#	Floors	Extwall	Con	Yrblt	Effyr	Area	Perim	Sec	Tbl	Occ	Cla	Qua	Heat	Cur/loc/par/sh/ns	Base	Elev	Heat.	Rcn	Dep	Mktadj	Comp	Fdep	Edep	Value	Ex %
1	01-01	18				1,500	160	14	27	406	S	AV		1.25/.98/1.2853/1.092/1	38.23	0.00		101,566	14%	100%	100%	100%	100%	88,362	100%

INTERIOR & EXTERIOR FEATURES

#	Intext	Code	Description	Dimensions	Identunits	Elevstops	Notes	Value
1	1	CP5	CANOPY ONLY	250x0	1			2,971

FREESTANDING FEATURES & OUTBUILDINGS

#	Code	Description	Yrblt	Effyr	Area	Cuft	Units	Rate	Gra	Cond	Fun	Mktadj	Fundep	Ecndep	Basercn	Dep	Locmlt	Adjfact	Value	Ex %
1	ASP	ASPHALT PAVING	1957	1995	19,328	0	1	3	C	A	A	0%	0%	0%	42,522	79%	1	.85	8,930	0%
2	FNC	FENCE-COMMERCIAL	2000	2011	1	0	1	15	C	V	A	0%	0%	0%	11	26%	1	.85	10	0%

Exhibit B



ELEVATION - EAST



ELEVATION - SE PERSPECTIVE



ELEVATION - NE PERSPECTIVE

ARCHITECTURE

RENDERINGS

DATE: 09/13/22

HTG ASTORIA APARTMENTS

5834

Digitally signed by Edward Hunton
Date: 2022.09.15 09:01:03-04'00'



ELEVATION - NORTH



ELEVATION - SOUTH



ELEVATION - NW PERSPECTIVE



ELEVATION - SW PERSPECTIVE

FK ARCHITECTURE

RENDERINGS

DATE: 09/13/22

HTG ASTORIA APARTMENTS

5834

Digitally signed by Edward Hunton
Date: 2022.09.15 09:01:22-04'00'

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ELEVATION - WEST

ARCHITECTURE

RENDERINGS

DATE: 09/13/22

HTG ASTORIA APARTMENTS

5834

Digitally signed by Edward Hunton
Date: 2022.09.15 09:01:40-04'00'

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Exhibit C

Green Reuse Area Designation Eligibility Statement

Astoria on 9th Green Reuse Area
NW Corner of 9th Street W and 23rd Avenue W, Bradenton, FL 34205
Parcel ID Nos. 4481900001, 4482100007, 4482200059, 4482300003, 4482400001, and 4482200109

HTG Astoria, Ltd. ("Astoria") proposes to redevelop and rehabilitate six parcels of land located at the northwest corner of 9th Street West and 23rd Avenue West, Bradenton, FL 34205, Folio Nos. 4481900001, 4482100007, 4482200059, 4482300003, 4482400001, and 44820019 (the "Subject Property"), as an affordable multifamily residential rental community for seniors consisting of a single, five-story building with 120 residential units; community amenities will include a community room and a state-of-the-art fitness center (the "Project"). As demonstrated herein, the Project meets all five of the applicable designation criteria set forth at § 376.80(2)(c), Florida Statutes.[1] In addition, the Subject Property meets the definition of a "brownfield site" pursuant to § 376.79(4), Florida Statutes.

I. Subject Property Satisfies the Statutory Criteria for Designation

1. Agreement to Redevelop the Brownfield Site. As the first requirement for designation, Florida Statutes § 376.80(2)(c)(1) provides that "[a] person who owns or controls a potential brownfield site is requesting the designation and has agreed to rehabilitate and redevelop the brownfield site."

Astoria satisfies this criterion in that it owns or controls the Subject Property by virtue of a Purchase and Sale Agreement ("PSA"), dated October 28, 2020, and assigned to Astoria on November 3, 2020, with the Subject Property seller, Smithhill Holdings, LLC.[2] Astoria further satisfies this criterion in that it has agreed to redevelop and rehabilitate the Subject Property. Accordingly, Astoria meets this first criterion.

2. Economic Productivity. As the second requirement for designation, Florida Statutes § 376.80(2)(c)(2) provides that "[t]he rehabilitation and redevelopment of the proposed brownfield site will result in economic productivity of the area, along with the creation of at least 5 new permanent jobs at the brownfield site that are full-time equivalent positions not associated with the implementation of the rehabilitation agreement and that are not associated with redevelopment project demolition or construction activities pursuant to the redevelopment of the proposed brownfield site or area. However, the job creation requirement shall not apply to the rehabilitation and redevelopment of a brownfield site that will provide affordable housing as defined in s. 420.0004 or the creation of recreational areas, conservation areas, or parks."

Astoria satisfies this criterion in that, first, the Project will result in significant economic productivity of the area. The budget for rehabilitation and redevelopment of the Project is approximately $37.7 million, which will be spent in part on local labor, contractors, consultants, construction materials, furnishings, infrastructure improvements, and impact fees. This work will support numerous temporary construction jobs over the period of development. The construction workers will spend a percentage of their salaries with local merchants who, in turn, will reinvest locally in their respective businesses, as well as the businesses of other local merchants.

Additionally, the recognized literature regarding the local benefits produced by housing developments shows that this type of development substantially contributes to the economic productivity of an area in the form of stimulation of the local economy by residents and transformation of vacant land into economically productive communities. For example, in The National Association

[1] A copy of § 376.80, Florida Statutes, can be found at Attachment A to this Eligibility Statement.

[2] See Attachment B for the PSA as amended.

of Home Builders' ("NAHB") landmark study, The Local Economic Impact of Typical Housing Tax Credit Developments,[3] *NAHB published models that estimate the local economic benefits of affordable residential developments. These models capture the effect of the construction activity itself, the positive economic ripple effect that occurs when income earned from construction activity is spent and recycled in the local economy, and the ongoing beneficial impacts that result from the new apartments becoming occupied by residents. On a quantitative basis, the results are even more impressive. According to the NAHB report, the estimated one-year impacts of building 100 affordable residential apartments for the elderly include the following:*

- *$7.3 million in local income*
- *113 local jobs*

According to the report, these one-year impacts include both the direct and indirect impact of the construction activity itself, and the impact of local residents who earn money from the construction activity spending part of it within the local area's economy. Moreover, on a recurring basis, the economic impacts of building 100 affordable elderly residential apartments include the following:

- *$2.3 million in local income*
- *32 local jobs*

Extrapolating the NAHB model economic data to the redevelopment planned for the Subject Property, the "year of construction" and "annual recurring" impacts based on the 120 units planned for the Project would be as follows:

Economic Productivity for Astoria on 9th Development – Year of Construction

$9.48 million in local income
146 local jobs

Economic Productivity for Astoria on 9th Development – Annually Recurring

$2.88 million in local income
36 local jobs

Astoria further satisfies this criterion in that all of the units at the Subject Property will be rented to Income Eligible Households under the Low Income Housing Tax Credit Program, and rehabilitation and redevelopment of the Subject Property will "provide affordable housing as defined in s. 420.0004."[4] *Accordingly, the employment creation threshold of at least five new permanent jobs is not applicable to the Project. For all the reasons discussed herein, Astoria meets this second criterion.*

3. Consistency with Local Comprehensive Plan and Permittable Use under Local Land Development Regulations. As the third requirement for designation, Florida Statutes § 376.80(2)(c)(3) provides that "[t]he redevelopment of the proposed brownfield site is consistent with the local comprehensive plan and is a permittable use under the applicable local land development regulations."

[3] A complete copy of the NAHB report may be accessed here: https://www.novoco.com/sites/default/files/atoms/files/nahb_jobs-report_2010.pdf.

[4] See Attachment C for the Florida Housing Finance Corporation's ("FHFC") Invitation to Credit Underwriting evidencing that the Project will create affordable housing.

Astoria satisfies this criterion in that the Subject Property is located within the T4-O General Urban Open zoning district and the T4-R General Urban Restricted zoning district. Both the T4-O and T4-R zoning districts permit the Subject Property's redevelopment as described above at the planned density of 120 residential units.[5] *Accordingly, Astoria meets this third criterion.*

4. Public Notice and Comment. Florida Statutes § 376.80(2)(c)(4) stipulates that "[n]otice of the proposed rehabilitation of the brownfield area has been provided to neighbors and nearby residents of the proposed area to be designated, and the person proposing the area for designation has afforded to those receiving notice the opportunity for comments and suggestions about rehabilitation. Notice pursuant to this subsection must be posted in the affected area." Additional notice requirements pertaining to applicants other than a governmental entity can be found at Florida Statutes § 376.80(1)(c)(4)(b) and consist of publication in a newspaper of general circulation in the area, publication in ethnic newspapers or local community bulletins, and announcement at a scheduled meeting of the local governing body before the actual public hearing.

In accordance with Florida Statutes §376.80(2)(c), Astoria will satisfy all applicable notice and opportunity to comment requirements established by Florida Statutes §376.80(2)(c)(4) and § 376.80(1)(c)(4)(b) as follows:

(i) notice will be posted at the Subject Property;
(ii) notice will be published in the Bradenton Herald;
(iii) notice will be published in the Bradenton community bulletin section of Craig's List; and
(iv) a community meeting will be held, date and location to be announced.

All notices will contain substantially the following narrative:

> *Representatives for HTG Astoria, Ltd. will hold a community meeting, date and location to be announced, at 5:30 p.m. until not later than 7:00 p.m. for the purpose of affording interested parties the opportunity to provide comments and suggestions about the potential designation of land located at the northwest corner of 9th Street West and 23rd Avenue West, Bradenton, FL 34205, Folio Nos. 4481900001, 448100007, 4482200059, 4482300003, 4482400001, and 44820019, as a Green Reuse Area. The designation is being made pursuant to Section 376.80, Florida Statutes, of Florida's Brownfield Redevelopment Act, and will involve two public hearings before the Bradenton City Council, dates to be announced.*
>
> *The community meeting, which will also address future development and rehabilitation activities planned for the site, is free and open to all members of the public. For additional information, to provide comments and suggestions regarding designation, development, or rehabilitation at any time before or after the meeting date, or to learn the dates of the two public hearings please contact the applicant's representatives, Michael R. Goldstein or Brett C. Brumund, who can be reached by phone at (305) 640-5300, by email at bbrumund@goldsteinenvlaw.com, and/or U.S. Mail at The Goldstein Environmental Law Firm, P.A., 2100 Ponce de Leon Blvd., Suite 710, Coral Gables, FL 33134.*

Proof of publication and posting will be provided to the City.

5. Reasonable Financial Assurance. As the fifth requirement for designation, Florida Statutes § 376.80(2)(c)(5) provides that "[t]he person proposing the area for designation has provided reasonable assurance that he or she has sufficient financial resources to implement and complete the rehabilitation agreement and redevelopment plan."

The total capital budget of approximately $37.5 million for the Project is fully funded through a combination of equity and debt. Specifically, the Project will be funded by tax credit equity from Raymond James Tax Credit Funds, Inc. ("Raymond James") in

[5] See Attachment D for a Zoning Verification Letter from the City of Bradenton confirming the zoning and future land use designations for the parcels constituting the Project and stating that, assuming compliance with applicable land use and zoning regulations, the proposed density and uses are consistent with the current zoning and land use regulations.

the amount of $17.0 million; a $7.6 million permanent mortgage; a $19.0 million construction loan; a $9.05 million State Apartment Incentive Loan ("SAIL"); a $600,000.00 Extremely Low Income("ELI") loan; a $713,400.00 National Housing Trust Fund ("NHTF") Loan; a $1.2 million loan from Manatee County; a $600,000.00 non-recourse loan from the Community Redevelopment Agency of the City of Bradenton ("CRA"); and a $2.0 million deferred developer fee.[6]

In addition, Astoria's affiliate, Housing Trust Group, LLC ("HTG"), is a sophisticated, experienced, and credentialed developer of housing communities, with over 40 years of experience in Florida and throughout the United States, and an impressive portfolio of affordable housing developments, including in the City of Bradenton. HTG has a proven history of procuring funding through state and local housing finance authorities, as well as international financial institutions. Based on the current financial position of Astoria, its affiliate, a proven history of leveraging assets with other capital sources, an impressive track record of success, and a staff of highly experienced and sophisticated development officials, Astoria has provided reasonable assurance that it has sufficient financial resources to implement and complete the rehabilitation agreement and redevelopment plan.[7] *Accordingly, Astoria therefore satisfies this fifth criterion*

II. Subject Property Meets the Definition of Brownfield Site

Section 376.79(4), Florida Statutes, defines "brownfield site" to mean ". . . real property, the expansion, redevelopment, or reuse of which may be complicated by actual or perceived environmental contamination." The facts here evidence that the Subject Property falls within the definition of the term "brownfield site" in that a perception of contamination exists due to historical use for automotive sales and service at the Subject Property and its modern use for automotive repair which includes current storage of bulk quantities of petroleum products or hazardous substances on site. This perception of contamination is furthered by the 21 known contaminated sites within 0.5 miles of the Subject Property. The historical use of the Subject Property and surrounding properties has complicated redevelopment and reuse of the Subject Property for Astoria.

From approximately 1957 until present, the Subject Property has been utilized commercially for automotive sales and service. Adjoining properties in the immediate vicinity of the Subject Property include a body shop and a transmission shop. The historical presence and continued presence of actual contamination at surrounding properties, the historical detection of groundwater contaminants onsite at concentrations above the Groundwater Cleanup Target Level, and several land uses commonly perceived as sources of contamination both on and adjacent to the Subject Property complicates redevelopment for Astoria by raising the possibility that contamination exists but which would not be discovered until redevelopment commences. Specifically, environmental professionals engaged by Astoria identified the Subject Property's use as a Business Environmental Risk ("BER") that can have a material environmental or environmentally driven impact on the business associated with the Subject Property's planned use.[8] This has complicated redevelopment efforts by potentially imposing design and construction changes on the Project that would not be required but for the presence of a contaminated site near the Subject Property. Due to these complicating factors, Astoria exposure to environmental and regulatory liability with respect to the Project is increased, making it materially more expensive and time consuming to move forward.

The current use of the property and the presence of contamination in proximity to the Subject Property has already required that Astoria engage environmental professionals to assess and evaluate the environmental risk. If contamination is found to have migrated onto the Subject Property from offsite, the continued investigation and remediation of contamination itself adds one last major level of complexity as it will require close and

[6] See Sources and Uses Attachment E; see also Raymond James equity letter at Attachment F, Permanent Loan Proposal at Attachment G, Construction Loan Letter at Attachment H; and see FHFC's Invitation to Credit Underwriting at Attachment C for a discussion of the SAIL, ELI, and NHFT loans.

[7] See Attachment I for a resume of HTG's past and current projects.

[8] See Attachment J for an excerpt from Astoria's Phase I Environmental Site Assessment.

constant oversight by the Florida Department of Environmental Protection. The regulatory process associated with remediation can be lengthy, complicated, uncertain, and without guaranteed end points. Accordingly, Astoria has no assurance that as it moves forward with the Project the total cost of cleanup, if contamination is discovered, will not in fact ultimately exceed what is currently projected. Such uncertainty constitutes an *acute* form of redevelopment complexity that goes to the heart of the Florida Brownfields Program and underscores why incentives are so important for sites and projects exactly like this one. Assessment, remediation, and closure can be an expensive and lengthy process that would require Astoria to carefully manage the contamination during redevelopment, imposing great legal and financial risk.

Accordingly, this designation, if granted, will allow for Astoria to access limited but important state-based economic incentives to help underwrite the unanticipated and unbudgeted costs associated with managing the environmental risk as well as, generally, to put the Project on a more certain financial ground. In this sense, the designation will not only play a critical role in the successful redevelopment of the Subject Property, but also in the larger revitalization efforts for this area of the City of Bradenton.

Based on all the foregoing, the Subject Property clearly falls within the definition of "brownfield site" as set forth in § 376.79(4), Florida Statutes.

III. Conclusion

Astoria has demonstrated that the Subject Property meets the definition of a "brownfield site" and that it satisfies the five statutory criteria for designation. Accordingly, designation of the Subject Property as a Green Reuse Area pursuant to § 376.80(2)(c), Florida Statutes, of Florida's Brownfield Redevelopment Act is appropriate.

Attachment A

376.80 Brownfield program administration process.—

(1) The following general procedures apply to brownfield designations:

(a) The local government with jurisdiction over a proposed brownfield area shall designate such area pursuant to this section.

(b) For a brownfield area designation proposed by:

1. The jurisdictional local government, the designation criteria under paragraph (2)(a) apply, except if the local government proposes to designate as a brownfield area a specified redevelopment area as provided in paragraph (2)(b).

2. Any person, other than a governmental entity, including, but not limited to, individuals, corporations, partnerships, limited liability companies, community-based organizations, or not-for-profit corporations, the designation criteria under paragraph (2)(c) apply.

(c) Except as otherwise provided, the following provisions apply to all proposed brownfield area designations:

1. Notification to department following adoption.—A local government with jurisdiction over the brownfield area must notify the department, and, if applicable, the local pollution control program under s. 403.182, of its decision to designate a brownfield area for rehabilitation for the purposes of ss. 376.77-376.86. The notification must include a resolution adopted by the local government body. The local government shall notify the department, and, if applicable, the local pollution control program under s. 403.182, of the designation within 30 days after adoption of the resolution.

2. Resolution adoption.—The brownfield area designation must be carried out by a resolution adopted by the jurisdictional local government, which includes a map adequate to clearly delineate exactly which parcels are to be included in the brownfield area or alternatively a less-detailed map accompanied by a detailed legal description of the brownfield area. For municipalities, the governing body shall adopt the resolution in accordance with the procedures outlined in s. 166.041, except that the procedures for the public hearings on the proposed resolution must be in the form established in s. 166.041(3)(c)2. For counties, the governing body shall adopt the resolution in accordance with the procedures outlined in s. 125.66, except that the procedures for the public hearings on the proposed resolution shall be in the form established in s. 125.66(4)(b).

3. Right to be removed from proposed brownfield area.—If a property owner within the area proposed for designation by the local government requests in writing to have his or her property removed from the proposed designation, the local government shall grant the request.

4. Notice and public hearing requirements for designation of a proposed brownfield area outside a redevelopment area or by a nongovernmental entity. Compliance with the following provisions is required before designation of a proposed brownfield area under paragraph (2)(a) or paragraph (2)(c):

a. At least one of the required public hearings shall be conducted as closely as is reasonably practicable to the area to be designated to provide an opportunity for public input on the size of the area, the objectives for rehabilitation, job opportunities and economic developments anticipated, neighborhood residents' considerations, and other relevant local concerns.

b. Notice of a public hearing must be made in a newspaper of general circulation in the area, must be made in ethnic newspapers or local community bulletins, must be posted in the affected area, and must be announced at a scheduled meeting of the local governing body before the actual public hearing.

(2)(a) *Local government-proposed brownfield area designation outside specified redevelopment areas.*—If a local government proposes to designate a brownfield area that is outside a community redevelopment area, enterprise zone, empowerment zone, closed military base, or designated brownfield pilot project area, the local government shall provide notice, adopt the resolution, and conduct public hearings pursuant to paragraph (1)(c). At a public hearing to designate the proposed brownfield area, the local government must consider:

1. Whether the brownfield area warrants economic development and has a reasonable potential for such activities;

2. Whether the proposed area to be designated represents a reasonably focused approach and is not overly large in geographic coverage;

3. Whether the area has potential to interest the private sector in participating in rehabilitation; and

4. Whether the area contains sites or parts of sites suitable for limited recreational open space, cultural, or historical preservation purposes.

(b) *Local government-proposed brownfield area designation within specified redevelopment areas.*—Paragraph (a) does not apply to a proposed brownfield area if the local government proposes to designate the brownfield area inside a community redevelopment area, enterprise zone, empowerment zone, closed military base, or designated brownfield pilot project area and the local government complies with paragraph (1)(c).

(c) *Brownfield area designation proposed by persons other than a governmental entity.*—For designation of a brownfield area that is proposed by a person other than the local government, the local government with jurisdiction over the proposed brownfield area shall provide notice and adopt a resolution to designate the brownfield area pursuant to paragraph (1)(c) if, at the public hearing to adopt the resolution, the person establishes all of the following:

1. A person who owns or controls a potential brownfield site is requesting the designation and has agreed to rehabilitate and redevelop the brownfield site.

2. The rehabilitation and redevelopment of the proposed brownfield site will result in economic productivity of the area, along with the creation of at least 5 new permanent jobs at the brownfield site that are full-time equivalent positions not associated with the implementation of the brownfield site rehabilitation agreement and that are not associated with redevelopment project demolition or construction activities pursuant to the redevelopment of the proposed brownfield site or area. However, the job creation requirement does not apply to the rehabilitation and redevelopment of a brownfield site that will provide affordable housing as defined in s. 420.0004 or the creation of recreational areas, conservation areas, or parks.

3. The redevelopment of the proposed brownfield site is consistent with the local comprehensive plan and is a permittable use under the applicable local land development regulations.

4. Notice of the proposed rehabilitation of the brownfield area has been provided to neighbors and nearby residents of the proposed area to be designated pursuant to paragraph (1)(c), and the person proposing the area for designation has afforded to those receiving notice the opportunity for comments and suggestions about rehabilitation. Notice pursuant to this subparagraph must be posted in the affected area.

5. The person proposing the area for designation has provided reasonable assurance that he or she has sufficient financial resources to implement and complete the rehabilitation agreement and redevelopment of the brownfield site.

(d) *Negotiation of brownfield site rehabilitation agreement.*—The designation of a brownfield area and the identification of a person responsible for brownfield site rehabilitation simply entitles the identified person to negotiate a brownfield site rehabilitation agreement with the department or approved local pollution control program.

(3) When there is a person responsible for brownfield site rehabilitation, the local government must notify the department of the identity of that person. If the agency or person who will be responsible for the coordination

changes during the approval process specified in subsections (4), (5), and (6), the department or the affected approved local pollution control program must notify the affected local government when the change occurs.

(4) Local governments or persons responsible for rehabilitation and redevelopment of brownfield areas must establish an advisory committee or use an existing advisory committee that has formally expressed its intent to address redevelopment of the specific brownfield area for the purpose of improving public participation and receiving public comments on rehabilitation and redevelopment of the brownfield area, future land use, local employment opportunities, community safety, and environmental justice. Such advisory committee should include residents within or adjacent to the brownfield area, businesses operating within the brownfield area, and others deemed appropriate. The person responsible for brownfield site rehabilitation must notify the advisory committee of the intent to rehabilitate and redevelop the site before executing the brownfield site rehabilitation agreement, and provide the committee with a copy of the draft plan for site rehabilitation which addresses elements required by subsection (5). This includes disclosing potential reuse of the property as well as site rehabilitation activities, if any, to be performed. The advisory committee shall review any proposed redevelopment agreements prepared pursuant to paragraph (5)(i) and provide comments, if appropriate, to the board of the local government with jurisdiction over the brownfield area. The advisory committee must receive a copy of the executed brownfield site rehabilitation agreement. When the person responsible for brownfield site rehabilitation submits a site assessment report or the technical document containing the proposed course of action following site assessment to the department or the local pollution control program for review, the person responsible for brownfield site rehabilitation must hold a meeting or attend a regularly scheduled meeting to inform the advisory committee of the findings and recommendations in the site assessment report or the technical document containing the proposed course of action following site assessment.

(5) The person responsible for brownfield site rehabilitation must enter into a brownfield site rehabilitation agreement with the department or an approved local pollution control program if actual contamination exists at the brownfield site. The brownfield site rehabilitation agreement must include:

(a) A brownfield site rehabilitation schedule, including milestones for completion of site rehabilitation tasks and submittal of technical reports and rehabilitation plans as agreed upon by the parties to the agreement.

(b) A commitment to conduct site rehabilitation activities under the observation of professional engineers or geologists who are registered in accordance with the requirements of chapter 471 or chapter 492, respectively. Submittals provided by the person responsible for brownfield site rehabilitation must be signed and sealed by a professional engineer registered under chapter 471, or a professional geologist registered under chapter 492, certifying that the submittal and associated work comply with the law and rules of the department and those governing the profession. In addition, upon completion of the approved remedial action, the department shall require a professional engineer registered under chapter 471 or a professional geologist registered under chapter 492 to certify that the corrective action was, to the best of his or her knowledge, completed in substantial conformance with the plans and specifications approved by the department.

(c) A commitment to conduct site rehabilitation in accordance with department quality assurance rules.

(d) A commitment to conduct site rehabilitation consistent with state, federal, and local laws and consistent with the brownfield site contamination cleanup criteria in s. 376.81, including any applicable requirements for risk-based corrective action.

(e) Timeframes for the department's review of technical reports and plans submitted in accordance with the agreement. The department shall make every effort to adhere to established agency goals for reasonable timeframes for review of such documents.

(f) A commitment to secure site access for the department or approved local pollution control program to all brownfield sites within the eligible brownfield area for activities associated with site rehabilitation.

(g) Other provisions that the person responsible for brownfield site rehabilitation and the department agree upon, that are consistent with ss. 376.77-376.86, and that will improve or enhance the brownfield site rehabilitation process.

(h) A commitment to consider appropriate pollution prevention measures and to implement those that the person responsible for brownfield site rehabilitation determines are reasonable and cost-effective, taking into

account the ultimate use or uses of the brownfield site. Such measures may include improved inventory or production controls and procedures for preventing loss, spills, and leaks of hazardous waste and materials, and include goals for the reduction of releases of toxic materials.

(i) Certification that the person responsible for brownfield site rehabilitation has consulted with the local government with jurisdiction over the brownfield area about the proposed redevelopment of the brownfield site, that the local government is in agreement with or approves the proposed redevelopment, and that the proposed redevelopment complies with applicable laws and requirements for such redevelopment. Certification shall be accomplished by referencing or providing a legally recorded or officially approved land use or site plan, a development order or approval, a building permit, or a similar official document issued by the local government that reflects the local government's approval of proposed redevelopment of the brownfield site; providing a copy of the local government resolution designating the brownfield area that contains the proposed redevelopment of the brownfield site; or providing a letter from the local government that describes the proposed redevelopment of the brownfield site and expresses the local government's agreement with or approval of the proposed redevelopment.

(6) Any contractor performing site rehabilitation program tasks must demonstrate to the department that the contractor:

(a) Meets all certification and license requirements imposed by law; and

(b) Will conduct sample collection and analyses pursuant to department rules.

(7) During the cleanup process, if the department or local program fails to complete review of a technical document within the timeframe specified in the brownfield site rehabilitation agreement, the person responsible for brownfield site rehabilitation may proceed to the next site rehabilitation task. However, the person responsible for brownfield site rehabilitation does so at its own risk and may be required by the department or local program to complete additional work on a previous task. Exceptions to this subsection include requests for "no further action," "monitoring only proposals," and feasibility studies, which must be approved prior to implementation.

(8) If the person responsible for brownfield site rehabilitation fails to comply with the brownfield site rehabilitation agreement, the department shall allow 90 days for the person responsible for brownfield site rehabilitation to return to compliance with the provision at issue or to negotiate a modification to the brownfield site rehabilitation agreement with the department for good cause shown. If an imminent hazard exists, the 90-day grace period shall not apply. If the project is not returned to compliance with the brownfield site rehabilitation agreement and a modification cannot be negotiated, the immunity provisions of s. 376.82 are revoked.

(9) The department is specifically authorized and encouraged to enter into delegation agreements with local pollution control programs approved under s. 403.182 to administer the brownfield program within their jurisdictions, thereby maximizing the integration of this process with the other local development processes needed to facilitate redevelopment of a brownfield area. When determining whether a delegation pursuant to this subsection of all or part of the brownfield program to a local pollution control program is appropriate, the department shall consider the following. The local pollution control program must:

(a) Have and maintain the administrative organization, staff, and financial and other resources to effectively and efficiently implement and enforce the statutory requirements of the delegated brownfield program; and

(b) Provide for the enforcement of the requirements of the delegated brownfield program, and for notice and a right to challenge governmental action, by appropriate administrative and judicial process, which shall be specified in the delegation.

The local pollution control program shall not be delegated authority to take action on or to make decisions regarding any brownfield site on land owned by the local government. Any delegation agreement entered into pursuant to this subsection shall contain such terms and conditions necessary to ensure the effective and efficient administration and enforcement of the statutory requirements of the brownfield program as established by the act and the relevant rules and other criteria of the department.

(10) Local governments are encouraged to use the full range of economic and tax incentives available to facilitate and promote the rehabilitation of brownfield areas, to help eliminate the public health and

environmental hazards, and to promote the creation of jobs and economic development in these previously run-down, blighted, and underutilized areas.

(11)(a) The Legislature finds and declares that:

1. Brownfield site rehabilitation and redevelopment can improve the overall health of a community and the quality of life for communities, including for individuals living in such communities.

2. The community health benefits of brownfield site rehabilitation and redevelopment should be better measured in order to achieve the legislative intent as expressed in s. 376.78.

3. There is a need in this state to define and better measure the community health benefits of brownfield site rehabilitation and redevelopment.

4. Funding sources should be established to support efforts by the state and local governments, in collaboration with local health departments, community health providers, and nonprofit organizations, to evaluate the community health benefits of brownfield site rehabilitation and redevelopment.

(b) Local governments may and are encouraged to evaluate the community health benefits and effects of brownfield site rehabilitation and redevelopment in connection with brownfield areas located within their jurisdictions. Factors that may be evaluated and monitored before and after brownfield site rehabilitation and redevelopment include, but are not limited to:

1. Health status, disease distribution, and quality of life measures regarding populations living in or around brownfield sites that have been rehabilitated and redeveloped.

2. Access to primary and other health care or health services for persons living in or around brownfield sites that have been rehabilitated and redeveloped.

3. Any new or increased access to open, green, park, or other recreational spaces that provide recreational opportunities for individuals living in or around brownfield sites that have been rehabilitated and redeveloped.

4. Other factors described in rules adopted by the Department of Environmental Protection or the Department of Health, as applicable.

(c) The Department of Health may and is encouraged to assist local governments, in collaboration with local health departments, community health providers, and nonprofit organizations, in evaluating the community health benefits of brownfield site rehabilitation and redevelopment.

(12) A local government that designates a brownfield area pursuant to this section is not required to use the term “brownfield area” within the name of the brownfield area designated by the local government.

History.—s. 4, ch. 97-277; s. 3, ch. 98-75; s. 11, ch. 2000-317; s. 2, ch. 2004-40; s. 44, ch. 2005-2; s. 7, ch. 2006-291; s. 5, ch. 2008-239; s. 2, ch. 2014-114.

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Attachment B

AGREEMENT FOR PURCHASE AND SALE

This AGREEMENT FOR PURCHASE AND SALE (this "Agreement") is entered into by SMITHHILL HOLDINGS, LLC a Florida limited liability company (referred to herein as the "Seller") and HOUSING TRUST GROUP, LLC, a Florida limited liability company ("Buyer").

BACKGROUND:

Seller is currently the owner of approximately 2 acres of land in the City of Bradenton, Manatee County, FL, which is more particularly described in **Exhibit "A"** attached hereto and made a part hereof (the "Property"). The parties to this Agreement have agreed to the sale and purchase of the Property on the terms and conditions which are set forth in this Agreement.

AGREEMENT:

1. **Purchase and Sale**. Subject to all of the terms and conditions of this Agreement, Seller will sell to Buyer and Buyer will purchase from Seller the Property, together with all appurtenances, rights, easements and rights of way incident thereto.

2. **Purchase Price**. The purchase price to be paid by Buyer to Seller for the Property is One Million Seven Hundred Thousand and no/00 Dollars ($1,700,000.00) (the "Purchase Price").

(a) Deposits.

(i) First: Within five (5) business days of the Effective Date (as defined herein), Buyer shall deposit with Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A., as escrow agent ("Escrow Agent"), the sum of Fifteen and no/00 Dollars ($15,000.00) (the "First Deposit").

(ii) Second: Buyer shall deposit the sum of Twenty-Five and no/00 Dollars ($25,000.00) ("Second Deposit") with Escrow Agent on or before January 15, 2021.

(iii) Third: Assuming Buyer has not otherwise terminated this Agreement, Buyer shall deposit the sum of Sixty Thousand and no/00 Dollars ($60,000.00) ("Third Deposit") with Escrow Agent upon the expiration of the Investigation Period (as defined in Section 4 below).

(iv) The First Deposit, Second Deposit, Third Deposit and any Extension Payment (as later defined) are hereinafter referred to, collectively, as the "Deposit". Any and all interest earned on the Deposit shall be paid to Buyer unless Buyer shall be in default of its obligations under this Agreement and in such event such interest shall be paid to Seller.

(b) Refundability. The Deposit shall be refundable to Buyer if Buyer terminates this Agreement for any reason and in its sole and absolute discretion between the Effective Date and the expiration of the Investigation Period. Following the expiration of the Investigation Period, the Deposit shall be non-refundable to Buyer, unless Buyer terminates this Agreement due to any of the following: (1) pursuant to Buyer's right to terminate pursuant to this Agreement, (2) pursuant

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to Buyer's right to terminate in the event of an uncured title defect, (3) pursuant to Buyer's right to terminate as a result of a Moratoria (as described in Paragraph 14) at the Property, (4) pursuant to Buyer's right to terminate as a result of a condemnation at the Property, and (5) as a result of Seller's breach of this Agreement.

(c) Payment of Purchase Price. At the time of the Closing, Buyer will pay to Seller, by wire transfer of funds, the Purchase Price as adjusted for prorations and adjustments as set forth in this Agreement. At the Closing, the Deposit shall be credited to Buyer's obligations to pay the Purchase Price hereunder.

3. **Title and Title Insurance and Survey**.

(a) Title. Five (5) business days after the Effective Date, Seller shall provide Buyer with its owner's title policy received by Seller at the time of Seller's acquisition of the Property, if in Seller's possession, insuring Seller's title to the Property. Buyer may obtain a commitment (the "Title Commitment") for an owner's title insurance policy within Forty-five (45) days from the Effective Date, together with legible copies of all documents referenced therein, issued by a title insurance company acceptable to Buyer ("Title Company"). The Title Commitment shall have a date subsequent to the Effective Date and shall show that title to the Property is good and marketable and insurable subject to no liens or encumbrances. Buyer shall have fifteen (15) business days from receipt of the Title Commitment and the Survey (as defined herein) in which to examine the condition of title. If Buyer fails to provide Seller with written notice of specific defects that make title to the Property other than as required by this Section 3 within such fifteen (15) business day period, then, for all purposes of this Agreement, Buyer shall be deemed to have accepted title in the condition described in the Title Commitment. Any title exceptions which are not objected to within such fifteen (15) business day period shall be deemed to be acceptable in all respects to Buyer. If Buyer timely notifies Seller that title does not satisfy the requirements of this Section 3, then Seller agrees to use reasonable diligence to make title good, marketable and insurable, for which purpose Seller shall have a reasonable time in which to do so but in no event more than sixty (60) days from the receipt of Buyer's written notice that title is unacceptable. After reasonable diligence on the part of Seller, if title is not rendered as required by this Section 3, then at the end of such sixty (60) day period, the Deposit, at the election of Buyer, shall be returned to Buyer, this Agreement shall be terminated and all parties hereto shall be released from any and all obligations and liabilities hereunder other than those that specifically survive hereunder. At any time prior to such termination, Buyer may elect by written notice to Seller to waive any defects in title, in which event the Closing shall take place pursuant to this Agreement without any abatement whatsoever in the Purchase Price. In the event that any title exception shall appear subsequent to the date of the Title Commitment, the existence of same shall constitute a default hereunder, unless Buyer shall not object to such title exception.

(b) Survey. Within five (5) business days after the Effective Date, Seller shall provide Buyer with the most recent survey of the Property in Seller's possession. Buyer may, at Buyer's expense, order and subsequently obtain a current topographical and boundary survey of the Property (the "Survey") within Sixty (60) days of the Effective Date. The Survey shall show that there are no encroachments on the Property. Any encroachments shown shall be treated as a title defect and the terms and conditions set forth in Section 3(a) of this Agreement shall apply

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with respect thereto. Buyer shall notify Seller of survey defects within fifteen (15) business days following receipt of the Title Commitment and the Survey.

4. **Investigation Period**. Buyer shall have the period beginning on the Effective Date and ending March 31, 2021 (the "Investigation Period") in which to determine that the Property can be developed for multi-family affordable housing with associated amenities (the "Contemplated Improvements") pursuant to a plan satisfactory to Buyer in its sole and absolute discretion. Among other things, Buyer shall verify that (a) adequate utility service is or will be made available by a public utility company to a boundary of the Property; (b) municipal fees, including sewer and water connection fees, do not exceed an amount acceptable to Buyer; (c) there are not unusual soil conditions which would prohibit the standard construction practice for Buyer's intended use of the Property; (d) a market survey and financing feasibility study substantiates the need for a rental housing development in the area of the Property; and (e) all other matters (including, without limitation, the results of any physical inspections, environmental assessments, wetlands assessments, engineering studies and site plan studies) affecting or relating in any way to the Property are otherwise satisfactory to Buyer. During the Investigation Period and until the Closing, Seller shall provide Buyer and its agents with access to the Property, upon forty eight (48) hour advanced notice, to perform tests and inspections and otherwise do all things that may be necessary (including, without limitation, clearing the Property for survey purposes, soil borings, and environmental investigations, among other things), as determined by Buyer in order to accomplish Buyer's goals as set forth in the immediately preceding sentence. Buyer hereby indemnifies and holds Seller harmless from any loss, cost or expense, including, but not limited to, attorneys' fees and costs incurred by Seller as a result of the negligence or misconduct of Buyer or any of Buyer's agents who enter the Property. Notwithstanding anything contained herein to the contrary, Buyer shall have no indemnification obligation with respect to, or other liability for, or in connection with any claims arising from, pre-existing conditions on or under the Property, or those arising from the presence, discovery or disturbance of Hazardous Substances, Hazardous Waste, and Hazardous Materials (as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. '9601 et seq. and the regulations promulgated thereunder (as amended from time to time) and shall include oil and oil waste as those terms are defined in the Clean Water Act, 33 U.S.C. '1251 et seq. and the regulations promulgated thereunder (as amended from time to time), the Resource, Conservation and Recovery Act, 42 U.S.C. '6901 et seq. (as amended from time to time), and the Florida Resource Recovery and Management Act, Florida Statutes '403.70-403.73 (as amended from time to time) and shall include any other elements or compounds contained in the list of hazardous substances adopted by the United States Environmental Protection Agency ("EPA") and the list of toxic pollutants designated by the United States Congress or EPA as defined by any other Federal, State or local statute, law, ordinance, code, rule, regulation, order or decree relating to standards of conduct concerning any toxic or dangerous waste or substance). No later than seven (7) days after the Effective Date, Seller shall provide to Buyer any and all information relating to the Property which is in Sellers' possession or control, including, without limitation, full and complete copies of all leases, surveys, topographical maps, soil boring reports, traffic studies, any and all environmental reports, site planning concepts, project approvals, permits, licenses, title policies, proof of payment of school, water, sewer, road and recreational impact fees, homeowners' association documents, developer agreements (whether recorded or not) and any other document of which Seller has knowledge. If for any reason Buyer, in its sole and absolute discretion, determines that the Contemplated Improvements cannot be built on the Property or that Buyer wishes to terminate this Agreement

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for any reason or no reason at all, then no later than the expiration of the Investigation Period, Buyer shall, in writing, notify Seller that it has elected not to proceed with the transaction contemplated hereby. Thereupon, the Deposit shall immediately be returned to Buyer without the need for any authorization from Seller to Escrow Agent and the parties hereto shall be relieved of all liability under this Agreement other than those that specifically survive hereunder. In the event that Buyer fails to timely notify Seller in writing of its election not to proceed with the transaction contemplated hereby, Buyer shall be deemed to have elected to proceed. Following any inspections upon the Property, Buyer or Buyer's agents shall return the Property to the condition it existed immediately prior to such inspections, reasonable wear and tear excepted.

5. **Conditions Precedent to Buyer's Obligation to Close**. The following are specific conditions which must be satisfied prior to, and must be true at, Closing:

(a) Access. There shall be direct, uninterrupted and continuous ingress and egress access for pedestrian and vehicular traffic to and from the Property.

(b) Other. All of the other conditions set forth in this Agreement to be satisfied prior to the Closing shall have been satisfied in all respects as required by the terms of this Agreement.

6. **Closing and Closing Costs**.

(a) Closing Date. The purchase and sale contemplated by this Agreement shall close (the "Closing") on or before Six (6) months after the expiration of the Investigation Period. (the "Closing Date").

(b) Closing Location. The Closing will be held at the offices of Escrow Agent or at such other place as the parties may mutually agree upon.

(c) Early Closing. Notwithstanding anything contained herein to the contrary, at any time prior to the scheduled Closing Date, Buyer in its sole discretion may elect to close this transaction. Buyer shall exercise this election by delivering to Seller written notice of Buyer's intention to close which notice shall set a closing date not more than thirty (30) days from the date of such notice.

(d) Costs. Seller shall pay the cost of all transfer fees, including, documentary stamps to be affixed to the deed and for the recording of, and any and all other costs relating to obtaining title corrective instruments and any fees, costs or expenses owed to Escrow Agent. Buyer shall pay the cost of the recording of the deed, the owner's title insurance policy premium, the cost of the Survey, any title updates, investigation and lien searches and for all recording costs (except the costs of recording curative documents required pursuant to the terms of Section 3 hereof, which costs shall be paid for by Seller). Seller and Buyer shall each pay for their own legal fees in connection with this Agreement.

7. **Extensions.** Buyer shall be entitled to Four (4) successive thirty (30) day extensions in total, each of which may be applied towards either the Investigation Period or the Closing Date, at the Buyer's sole option (each an "Extension"). For each Extension, Buyer shall pay the sum of Twenty Thousand and no/00 Dollars ($20,000.00) to Escrow Agent (each such $20,000.00

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payment is hereinafter referred to as an "Extension Payment"). Buyer shall not receive a credit against the Purchase Price. Each such Extension Payment shall be non-refundable to Buyer after the expiration of the Investigation Period.,

8. **Seller's Deliveries**. Seller shall deliver to Buyer at least five (5) days prior to the Closing copies of the following documents (with the exception of subsection (c) below which shall be delivered at Closing), dated as of the day of Closing, the delivery and accuracy of which shall be a condition to Buyer's obligation to consummate the transactions contemplated hereby:

(a) Warranty Deed. A special warranty deed (the "Deed") in recordable form, duly executed by Seller, conveying to Buyer good, marketable and insurable fee simple title to the Property subject only to those exceptions contained in the Title Commitment and approved by Buyer pursuant to the terms of this Agreement, with the legal description provided in the Title Commitment.

(b) Affidavit. A no-lien and exclusive possession affidavit in form and content customarily used in Manatee County, Florida. The no-lien affidavit shall relate to any activity of Seller at the Property within the period that a mechanic's lien can be filed based on such activity prior to the Closing.

(c) Title Insurance. To the extent necessary to permit the Title Company to remove any exception in the Title Commitment for mechanics' and materialmen's liens and general rights of parties in possession, an affidavit as to debts and liens and parties in possession executed by Seller, made to Buyer and the Title Company and in a form reasonably acceptable to the Title Company, along with a GAP Affidavit and any other items reasonably required by the Escrow Agent.

(d) FIRPTA Affidavit. In order to comply with the requirements of the Foreign Investment Real Property Tax Act of 1980 ("FIRPTA"), Seller will deliver to Buyer at the Closing Seller's affidavit under penalty of perjury stating Seller is not a "foreign person," as defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and the United States Treasury Regulations promulgated thereunder, setting forth Seller's taxpayer identification number, and that Seller intends to file a United States income tax return with respect to the transfer. Seller represents and warrants to Buyer that it has not made nor does Seller have any knowledge of any transfer of the Property or any part thereof that is subject to any provisions of FIRPTA that has not been fully complied with in all respects. As required by law, if Seller fails to comply with the requirement of this subsection, Buyer shall withhold ten percent (10%) of the Purchase Price in lieu of payment thereof to Seller and pay it over instead to the Internal Revenue Service in such form and manner as may be required by law.

(e) Corporation Documents, if applicable. A company resolution and incumbency certificate duly executed, authorizing Seller to close the transaction contemplated hereby and execute any and all documents in connection therewith, together with (a) certified, by the Florida Secretary of State, articles of organization; (b) certified, by the Florida Secretary of State, certificate of active status, and (c) certified operating agreement.

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(f) Other Documents. Any and all other documents as may be reasonably necessary or requested by Buyer in order to fully and completely consummate the transactions contemplated hereby pursuant to the terms of this Agreement.

9. **Buyer's Deliveries**. At the Closing, and after Seller has complied with all of the terms and conditions of this Agreement and simultaneously with Seller's delivery of the documents as specified in this Agreement, Buyer shall:

(a) Purchase Price. Pay to Seller, by wire transfer of funds, the Purchase Price, adjusted for the pro rations and other payments provided for in this Agreement; and

(b) Buyer's Resolution. Deliver to Seller a resolution, duly executed, authorizing Buyer to close the transaction contemplated hereby.

10. **Taxes and Prorations**. At the Closing, the taxes on the Property shall be prorated as of the Closing Date, between the parties on the basis of the taxes paid for the most recent year that have been assessed and billed. If the actual taxes for the year of Closing are not determinable on the date of the Closing, then the parties agree to re-prorate taxes promptly upon issuance of the tax bill for the year of the Closing. Any special assessment liens certified as of the date of the Closing shall be paid for by Seller. Any pending liens shall be assumed by Buyer. This provision shall survive the Closing of the transaction.

11. **Possession**. Buyer shall be granted full possession of the Property as of the Closing vacant and free of any and all tenancies.

12. **Seller's Representations**. Seller hereby represents to Buyer as follows:

(a) Title. Seller is vested with good and marketable fee simple title to the Property subject only to the permitted title exceptions as provided herein.

(b) No Condemnation. There are no condemnation or eminent domain proceedings pending or, to the best of Seller's knowledge, contemplated against the Property or any part thereof, and Seller has received no notice of the desire of any public authority to take or use the Property or any part thereof.

(c) No Litigation. Seller has not received notice of any pending suits or proceedings against or affecting Seller or any part of the Property which (i) do or could affect title to the Property or any part thereof or (ii) do or could prohibit or make unlawful the consummation of the transactions contemplated by this Agreement, or render Seller unable to consummate the same.

(d) Environmental. Seller has not violated any applicable environmental laws affecting the Property, including, without limitation, any laws relating to toxic and/or hazardous wastes as defined by Federal or Florida law.

(e) Authority. Seller has full power and authority to execute and deliver this Agreement and all documents now or hereafter to be delivered by it pursuant to this Agreement and to perform all of its obligations arising under this Agreement.

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(f) No Violation of Seller's Agreements. To Seller's best knowledge, this Agreement and any of the documents executed or to be executed by Seller hereunder do not and will not contravene any provision of any document governing Seller's authority to act hereunder, any present judgment, order, decree, writ or injunction, or any provision of any currently applicable law, rule or regulation, in each case applicable to Seller and/or the Property.

(g) Tax Liens. The Property is free and clear of all liens except for ad valorem taxes for the year of Closing, not yet due and payable, and for all subsequent years.

(h) No Violation of Laws. To Seller's best knowledge, there is no violation of, any law, regulation, ordinance, order or judgment affecting the Property.

(i) No Unrecorded Encumbrances. To Seller's best knowledge, there are no unrecorded easements, restrictions or encumbrances affecting all or any part of the Property.

(j) No Knowledge of Facts. To Seller's best knowledge, there are no facts that prohibit it from closing the transaction contemplated hereby in accordance with the terms hereof.

(k) No Untrue Statements. No representation or warranty by Seller, to Seller's knowledge, in this Agreement or in any instrument, certificate or statement furnished to Buyer pursuant hereto, or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained herein or therein not misleading.

(l) No Adverse Tax Matters. To Seller's best knowledge, there are no agreements, waivers or other arrangements providing for any extension of time with respect to the assessment of any type of tax or deficiency against Seller with respect to the Property, nor to the best of Seller's knowledge, are there any actions, suits, proceedings, investigations or claims for additional taxes and assessments asserted by any taxing authority.

(m) No Mechanics' Liens. There are no mechanics' or materialmen's liens against the Property and if subsequent to the Closing hereunder, any mechanics' or other liens shall be filed against the Property or against Buyer or its assigns and not caused by Buyer, based upon any act or omission occurring prior to the Closing on the Property, Seller shall take such action, within ten (10) days after notice of the filing thereof, by bonding, deposit, payment or otherwise, as will remove, transfer or satisfy such lien of record against the Property, at Seller's sole cost and expense.

(n) No Parties in Possession. There are no parties in possession of any portion of the Property, whether as lessees, tenants-at-sufferance, trespassers or otherwise and Seller has made available to Buyer accurate information and complete copies of any and all service contracts which are in Seller's files and to the best of Seller's knowledge. Seller has delivered or made available all other reasonable due diligence materials requested in writing by Buyer which are in Seller's possession.

At the Closing, Buyer shall purchase the property "as is".

13. **Covenants of Seller**. Seller hereby covenants with Buyer as follows:

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(a) No Creation of Encumbrances. Between the Effective Date and the date of Closing, Seller will not, without Buyer's prior written consent, which shall not be unreasonably withheld or delayed, create by its consent any encumbrances on the Property. For purposes of this provision the term "encumbrances" shall mean any liens, claims, options, mortgages or other encumbrances, encroachments, rights-of-way, leases, easements, covenants, conditions or restrictions.

(b) No Zoning Action. Between the Effective Date and the date of the Closing, Seller will not file any application for any change of the present zoning classification of the Property, unless requested to do so by Buyer. In the event Buyer requests Seller to file any such application, Seller will cooperate fully with Buyer in all respects by executing consents, applications and other such documents reasonably requested by Buyer in connection with its efforts in developing the Property, so long as Seller is not obligated for any cost or expense. Should Buyer (i) obtains any land use or zoning changes that downgrade the Property density or change the current allowed commercial use of the property, and (ii) does not close; Buyer shall, at Buyer's expense, return the property and any designation back to its prior state as soon as possible.

(c) No Environmental Action. Between the Effective Date and the date of the Closing, Seller will not file any application for any environmental permit or any change to any existing environmental permit, approval, report, status or condition of any kind relating to the Property unless such change is requested by Buyer. Seller will cooperate fully with Buyer in all respects by executing consents, applications and other such documents reasonably requested by Buyer in connection with its efforts in developing the Property to a condition such that building may commence.

(d) Maintenance of Insurance. Between the Effective Date and the date of the Closing, all existing insurance policies shall remain continuously in full force and effect.

14. **Moratoria**. If, at the time of the Closing, there are sewer, water, building or other moratoria in effect which would interfere with the immediate construction and occupancy of the Contemplated Improvements, then Buyer, at its sole option, may: (a) terminate this Agreement and obtain a return of the Deposit, whereupon the parties shall be relieved from all further liabilities and obligations hereunder other than those that specifically survive hereunder or (b) close the transactions contemplated hereby without regard to the moratoria and without any adjustment in the Purchase Price or extension of the Closing date.

15. **Real Estate Commissions**. Buyer and Seller hereby warrant to each other that, other than Adam Doak of American Property Group, neither party are represented by a real estate broker or agent and that no other real estate commission shall be paid in connection with this transaction and each party shall indemnify the other from any claims of any parties claiming a commission by, under or through either party. Adam Doak shall be paid commissions as per listing agreement with Seller, of , and all commissions shall be due and payable solely by Seller. This provision shall survive the Closing of the transaction.

16. **Condemnation**. In the event of the institution against the record owner of the Property of any proceedings, judicial, administrative or otherwise, relating to the taking, or to a proposed taking of any portion of the Property by eminent domain, condemnation or otherwise

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(which materially impairs the proposed development of the Property), prior to the Closing, or in the event of the taking of any portion of the Property by eminent domain, condemnation or otherwise, prior to the Closing, then Seller shall notify Buyer promptly and Buyer shall have the option, in its sole and absolute discretion, of either (a) terminating this Agreement and obtaining a return of the Deposit, whereupon the parties shall be relieved from all further liabilities and obligations hereunder other than those that specifically survive hereunder or (b) proceeding to the Closing in accordance with the terms of this Agreement, but at the Closing Seller shall assign to Buyer all of Seller's right, title and interest in, to and under any and all awards that have been or may be made with respect to such eminent domain proceeding or condemnation. Any such election hereunder must be made by Buyer within twenty (20) days of the notice furnished by Seller. If Buyer fails to make an election in writing, Buyer shall be deemed to have elected alternative (a) above.

17. **Loss or Damage**. Any loss or damage to the Property between the Effective Date and the Closing shall not void this Agreement or modify the provisions hereof, provided, that Seller shall repair such loss or damage to the Property prior to the Closing as a condition of Buyer's obligations to proceed to the Closing hereunder. In the event that Seller fails to repair such loss or damage prior to the Closing, Buyer may, at its sole election and option, either (a) suspend the Closing for a sufficient period of time in order to allow Seller to complete the repairs or (b) deduct from its obligation to pay the Purchase Price hereunder a sum sufficient to complete the repairs as certified by Buyer's architect or engineer.

18. **Default**.

(a) Buyer Default. If the transactions contemplated hereby do not close solely due to a refusal or default on the part of Buyer, then the Deposit, together with any and all interest earned thereon, shall be delivered by Escrow Agent to Seller as liquidated and agreed upon damages and thereafter, Buyer shall be relieved from all further obligations under this Agreement and Seller shall have no further claim against Buyer for specific performance or for damages by reason of the failure of Buyer to close the transactions contemplated hereby.

(b) Seller Default. If the transactions contemplated hereby fail to close due to a default on the part of Seller, then at the option of Buyer the Deposit shall be returned by Escrow Agent to Buyer, together with any and all interest earned thereon, provided, however, that such return shall not limit Buyer's right to maintain an action for specific performance of this Agreement by Seller and to pursue any and all other rights and remedies available to Buyer at law and in equity for damages suffered by Buyer as a result of Seller's default.

19. **Cure Period**. Prior to any claim of default being made, parties will have an opportunity to cure any alleged default. If a party fails to comply with any provision of this Agreement, the other party will deliver written notice to the non-complying party specifying the non-compliance. The non-complying party will have five (5) days after delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

20. **Escrow**. Escrow Agent, in receiving funds to hold in escrow hereunder, is authorized and agrees by acceptance thereof to promptly deposit and to hold same in escrow and to disburse same subject to clearance thereof in accordance with terms and conditions of this

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Agreement. Failure of clearance of funds shall not excuse performance by Buyer. In the event of doubt as to its duties or liabilities under the provisions of this Agreement, Escrow Agent may, in its sole discretion, continue to hold the monies which are the subject of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or it may file an interpleader action and deposit all the monies then held pursuant to this Agreement with the Clerk of the Circuit Court of Miami-Dade County, Florida, and upon notifying all parties concerned of such action, all liability on the part of Escrow Agent shall fully terminate, except to the extent of accounting for any monies theretofore delivered out of escrow. In the event of any suit between Buyer and Seller wherein Escrow Agent is made a party by virtue of acting as escrow agent hereunder, or in the event of any suit wherein Escrow Agent interpleads the subject matter of this escrow, Escrow Agent shall be entitled to recover a reasonable attorneys' fee and costs incurred, said fees and costs to be charged and assessed as court cost in favor of the prevailing party. All parties agree that Escrow Agent shall not be liable to any party or person whomsoever for misdelivery to Buyer or Seller of monies subject to this escrow, unless such misdelivery shall be due to a willful breach of this Agreement or gross negligence on the part of Escrow Agent.

21. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties with respect to the transactions contemplated herein, and it supersedes all prior understandings or agreements between the parties.

22. **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal representatives, successors and permitted assigns.

23. **Survival of Paragraphs**. The terms, conditions and warranties contained herein that state they specifically survive shall survive the Closing and delivery of the Deed or earlier termination of this Agreement as set forth herein.

24. **Waiver; Modification**. The failure by Buyer or Seller to insist upon or enforce any of their rights shall not constitute a waiver thereof, and nothing shall constitute a waiver of Buyer's right to insist upon strict compliance with the terms of this Agreement. Either party may waive the benefit of any provision or condition for its benefit that is contained in this Agreement. No oral modification of this Agreement shall be binding upon the parties and any modification must be in writing and signed by the parties hereto.

25. **Governing Law; Venue**. This Agreement shall be governed by, and construed in accordance with the laws of, the State of Florida. The venue of any litigation arising out of this Agreement shall be Miami-Dade County, Florida.

26. **Headings**. The section headings as set forth in this Agreement are for convenience of reference only and shall not be deemed to vary the content of this Agreement or limit the provisions or scope of any section herein.

27. **Notices**. Any notice, request, demand, instruction or other communication to be given to either party, except where required by the terms of this Agreement to be delivered at the

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Closing, shall be in writing and shall be sent by registered or certified mail, return receipt requested, facsimile, electronic mail or by express overnight courier, as follows:

If to Buyer:	Housing Trust Group 3225 Aviation Avenue, 6th Floor Coconut Grove, Florida 33133 Attention: Mr. Matthew Rieger Telephone: (305) 860-8188 Facsimile: (305) 639-8427 Email: mattr@htgf.com
If to Seller:	Smithhill Holdings, LLC Address: 2116 9th Street West Bradenton, FL 34205 Attention: Mr. Christopher Hilgeman
Escrow Agent/Counsel:	Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. 150 West Flagler Street, Suite 2200 Miami, FL 33130 Attention: Brian McDonough Telephone: (305) 789-3350 Email: BMcDonough@stearnsweaver.com

Notice shall be deemed given if forwarded by certified mail through the facilities of the United States Postal Office on the day following the date that the notice in question is deposited in the facilities of the United States Postal Service. If notice is forwarded by express overnight courier, it shall be deemed given on the day following the date that the notice in question is deposited in the facilities of an express overnight courier. Notice may also be provided by confirmed facsimile or via electronic mail.

28. **Assignment**. This Agreement may be assigned by Buyer but not released of liability. Seller may not assign its rights under this Agreement.

29. **Limited Power of Attorney**. Following the expiration of the Investigation Period, Seller authorizes Buyer to act on behalf of Seller for the limited purpose of applying for and obtaining approvals and executing various other applications, agreements and other documents related to the Contemplated Improvements to be developed on the Property ("Building Approvals"), so long such Building Approvals do not irrevocably bind the Property. Building Approvals may include applications for site plan approvals, building permits, zoning waivers and other applications similar in nature, and also may include executing various agreements with public or provide utility providers, municipalities or other government authorities, and other agreements related to obtaining a final building permit and/or permit ready letter.

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30. **Attorneys' Fees**. In the event that it becomes necessary for either party to bring suit to enforce the terms of this Agreement, then the prevailing party shall be entitled to recover all costs, including attorneys' fees, incurred in connection with such litigation (including appellate proceedings) against the non-prevailing party. This provision shall survive the Closing of the transaction.

31. **Force Majeure:** Neither Party shall be liable for any failure or delay in performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; epidemics; pandemics; riots; power failures; computer failure and any such circumstances beyond its reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software) or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental actions; or inability to obtain labor, material, equipment or transportation; provided, however, that in the event of a failure or delay, the Party shall use its best efforts to ameliorate the effects of any such failure or delay.

32. **Effective Date**. The effective date of this Agreement (the "Effective Date") shall be the date upon which the last party to execute this Agreement has delivered the fully executed Agreement to the other party in accordance with Section 27.

33. **Time of the Essence**. Time is of the essence with respect to each provision of this Agreement that requires action be taken by either party within a stated time period, or upon a specified date, provided, however, if the date for performance is on a Saturday, Sunday or federal holiday, the date for performance shall be extended to the next business day. Calendar days shall be used to comply with terms, unless business days are specified.

34. **Counterparts; Email or Facsimile Signatures**. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which, together, shall constitute but one and the same instrument. This Agreement shall be effective when the parties have emailed or faxed their respective signatures either to the other party or to the other party's counsel. Email or facsimile signatures shall have the same legal effect as original signatures.

[SIGNATURES BEGIN ON THE NEXT PAGE]

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year last below written.

BUYER:

HOUSING TRUST GROUP, LLC,
a Florida limited liability company

By: _____
Matthew Rieger, Manager

Date: October 27, 2020

SELLER:

SMITHHILL HOLDINGS, LLC
a Florida limited liability company

By: Chris Hilgeman
Name: Christopher Hilgeman
Title: Manager

Date: 10/28/2020 12:29 PM EDT, 2020

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EXHIBIT "A"
The Property

Lots 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, of GILLEY PATTEN'S ADDITION TO THE CITY OF BRADENTOWN, KNOWS AS SECOND ADDITION TO EDGEWOOD, according to the Plat thereof, recorded in Plat Book 1, Page 301, of the Public Records of Manatee County, Florida.

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ASSIGNMENT OF AGREEMENT

KNOWN ALL MEN BY THESE PRESENTS, that HOUSING TRUST GROUP, LLC, a Florida limited liability company ("Assignor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby assign to HTG ASTORIA, Ltd., a Florida limited partnership ("Assignee"), all of its right, title and interest, as buyer, under that certain Agreement for Purchase and Sale, for the purchase from SMITHHILL HOLDINGS, LLC, a Florida limited liability company (referred to herein as the "Seller"), effective October 28, 2020, of the property described in Exhibit "A" attached thereto, including, without limitation, all deposits thereunder and all rights to interest accrued thereon. Assignor hereby directs the Sellers to deed the property to HTG ASTORIA, Ltd., a Florida limited partnership.

Assignee hereby accepts the assignment described above and assumes and undertakes to pay and perform each and every one of the obligations of the Assignor under the Agreement for Purchase and Sale. Assignor shall not be relieved from any liability under the Agreement for Purchase and Sale.

This Assignment shall bind and inure to the benefit of the parties hereto and their respective heirs, successors and assigns and shall be governed by the laws of the State of Florida. The parties hereto agree to execute and deliver, or cause to be executed and delivered, such further instruments or documents and take such other actions as may be required to carry out effectively the transactions contemplated herein. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

TO HAVE AND TO HOLD the same unto the said Assignee, his successors and assigns forever.

IN WITNESS WHEREOF, the undersigned has executed this instrument this _3_ day of November 2020.

ASSIGNOR:
HOUSING TRUST GROUP, LLC,
a Florida limited liability company

By: _____
Matthew Rieger, Manager

ASSIGNEE:
HTG ASTORIA, Ltd.,
a Florida limited partnership

By: _____
Matthew Rieger, Manager of GP

FIRST AMENDMENT TO THE AGREEMENT FOR PURCHASE AND SALE

This First Amendment to the Agreement for Purchase and Sale (the "Amendment") is made as of January 14, 2021, by and between HTG ASTORIA, LTD, a Florida limited partnership ("Buyer") and SMITHHILL HOLDINGS, LLC, a Florida limited liability company ("Seller").

WHEREAS, Housing Trust Group, LLC ("HTG") and Seller, entered into that certain Agreement for Purchase and Sale, effective October 28, 2020, as assigned (the "Agreement") concerning the purchase and sale of approximately 2 acres of land in the City of Bradenton, Manatee County, Florida (the "Property"), as more particularly described in Exhibit "A" of the Agreement.

NOW THEREFORE, for good and sufficient mutual consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, it is agreed to by Seller and Buyer as follows:

1. The Agreement is hereby amended and remains in full force and effect and remains unmodified except as expressly amended hereby.

2. Section 2(a)(ii). "Second:" shall be amended as follows: The reference to "January 15, 2021" is hereby changed to "January 15, 2022."

3. Section 4. "Investigation Period." shall be amended as follows: The reference to "March 31, 2021" is hereby changed to "March 31, 2022."

4. A new Section 35. "Seller Option" shall be added as follows:

> "Seller may continue to market the Property for sale and accept other offers which are not from affordable housing developers or their affiliates (a "New Offer"). In the event Seller receives a New Offer, upon terms and conditions which are, in Seller's reasonable discretion, deemed more favorable or beneficial to Seller than the terms of this Agreement, Seller hereby agrees to provide Buyer with the right of first refusal to match such New Offer. New Offers subject to this Section must be from an independent third party which may not be an affordable housing developer or their affiliates. The right of first refusal is to be exercised within ten (10) days of submission to Buyer of a signed contract containing all the terms and conditions of the New Offer to Buyer. The failure of Buyer to exercise the right of first refusal within the time allowed will result in: a) a waiver of the right of first refusal; b) a termination of this Agreement; c) the immediate return of the Deposit to Buyer. The rights granted to Seller under this Section shall expire and terminate October 1, 2021."

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5. In the event of any conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, the terms and provisions of this Amendment shall control. Any capitalized terms not defined in this Amendment shall have the meaning as set forth in the Agreement.

6. Seller and Buyer represent and warrant to each other that no default has occurred and is continuing as of the date of this Amendment.

7. This Amendment may be executed in counterparts, each of which shall be deemed an original document, but all of which will constitute one single document. A facsimile or email copy of this Amendment and any signatures thereof shall be considered for all purposes as originals.

[SIGNATURES BEGIN ON THE NEXT PAGE]

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IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year last below written.

BUYER:

HTG ASTORIA, LTD,
a Florida limited partnership

By: _____
Matthew Rieger, Manager of GP

Date: JANUARY 14, 2021

SELLER:

SMITHHILL HOLDINGS, LLC,
a Florida limited liability company

CHRISTOPHER HILGEMAN
By: _____
Christopher Hilgeman, Manager

Date: 1/14/2021 12:55 PM EST, 2021

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SECOND AMENDMENT TO
THE AGREEMENT FOR PURCHASE AND SALE

This Second Amendment to the Agreement for Purchase and Sale (the "Amendment") is made as of June 11, 2021, by and between HTG ASTORIA, LTD, a Florida limited partnership ("Buyer") and SMITHHILL HOLDINGS, LLC, a Florida limited liability company ("Seller").

WHEREAS, Housing Trust Group, LLC ("HTG") and Seller, entered into that certain Agreement for Purchase and Sale, effective October 28, 2020, as assigned and amended (the "Agreement") concerning the purchase and sale of approximately 2 acres of land in the City of Bradenton, Manatee County, Florida, as more particularly described in Exhibit "A" of the Agreement.

NOW THEREFORE, for good and sufficient mutual consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, it is agreed to by Seller and Buyer as follows:

1. The Agreement is hereby amended and remains in full force and effect and remains unmodified except as expressly amended hereby.

2. Subsection (i) of Section 2(a), Deposit, shall be amended as follows: "Fifteen and no/00 Dollars ($15,000.00)" shall be replaced with "Twenty Thousand and no/00 Dollars ($20,000.00)". Parties acknowledge that $15,000 has been deposited into the escrow account. And parties agree that within five (5) business days of execution of this amendment by the Seller, the Buyer shall deposit into escrow the amount of $5,000 to complete the amount of the First Deposit.

3. Subsections (ii) and (iii) of Section 2(a), Deposit, shall be deleted in their entirety.

4. Section 4, Investigation Period, shall be amended as follows: the date "March 31, 2022" is hereby replaced with "October 8, 2021."

5. Section 6.(a), Closing Date, shall be amended as follows: "Six (6) months" is hereby replaced with "Two (2) months"

6. Section 7, Extensions, shall be amended as follows:
   i. The reference to "Four (4) successive" shall be replaced with "One (1)";
   ii. The reference to "either the Investigation Period or" is hereby deleted; and
   iii. The reference to "Twenty Thousand and no/00 Dollars ($20,000.00)" is hereby changed to "Ten Thousand and no/00 Dollars ($10,000)".

7. Section 35, Seller Option, shall be deleted in its entirety.

8. In the event of any conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, the terms and provisions of this Amendment shall control. Any capitalized terms not defined in this Amendment shall have the meaning as set forth in the Agreement.

9. Seller and Buyer represent and warrant to each other that no default has occurred and is continuing as of the date of this Amendment.

10. This Amendment may be executed in counterparts, each of which shall be deemed an original document, but all of which will constitute one single document. A facsimile or email copy of this Amendment and any signatures thereof shall be considered for all purposes as originals.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year last below written.

BUYER:

HTG ASTORIA, LTD,
a Florida limited partnership

HTG Astoria, LLC,
a Florida limited liability company
its General Partner

By: _____
Matthew Rieger, Manager

Date: June 11, 2021

SELLER:

SMITHHILL HOLDINGS, LLC,
a Florida limited liability company

By: _____
Christopher Hilgeman, Manager

Date: 6-25, 2021

THIRD AMENDMENT TO
THE AGREEMENT FOR PURCHASE AND SALE

This Third Amendment to the Agreement for Purchase and Sale (the "Amendment") is made as of June 24, 2021, by and between HTG ASTORIA, LTD, a Florida limited partnership ("Buyer") and SMITHHILL HOLDINGS, LLC, a Florida limited liability company ("Seller").

WHEREAS, Housing Trust Group, LLC ("HTG") and Seller, entered into that certain Agreement for Purchase and Sale, effective October 28, 2020, as assigned and amended (the "Agreement") concerning the purchase and sale of approximately 2 acres of land in the City of Bradenton, Manatee County, Florida, as more particularly described in Exhibit "A" of the Agreement.

NOW THEREFORE, for good and sufficient mutual consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, it is agreed to by Seller and Buyer as follows:

1. The Agreement is hereby amended and remains in full force and effect and remains unmodified except as expressly amended hereby.

2. A new Section 7.a, Additional Extensions, shall be added as follows:

"a. Additional Extensions. Seller and Buyer shall both be entitled to three (3) thirty (30) day extensions of the Closing Date in addition to those provided in Section 7 of the Agreement above ("Additional Extension(s)"). The parties shall provide a written extension notice ten (10) days prior to the Closing Date to be extended. No extension payments shall be paid by the Buyer or Seller. Two or all three extensions can be exercised in one notice, so long extension notice is clear."

3. A new Section 35, Existing Structures & Fixtures, shall be added as follows:

"35. Existing Structures & Fixtures. As long as it does not have any negative effects on the future use of the Property, Seller may remove or demolish (with the required governmental approval) any existing building structures or fixtures currently onsite as of the day of this Amendment."

iii. In the event of any conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, the terms and provisions of this Amendment shall control. Any capitalized terms not defined in this Amendment shall have the meaning as set forth in the Agreement.

iv. Seller and Buyer represent and warrant to each other that no default has occurred and is continuing as of the date of this Amendment.

v. This Amendment may be executed in counterparts, each of which shall be deemed an original document, but all of which will constitute one single document. A facsimile or email copy of this Amendment and any signatures thereof shall be considered for all purposes as originals.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year last below written.

BUYER:

HTG ASTORIA, LTD,
a Florida limited partnership

HTG Astoria, LLC,
a Florida limited liability company

By: _____
Matthew Rieger, Manager

Date: JUNE 29, 2021

SELLER:

SMITHHILL HOLDINGS, LLC,
a Florida limited liability company

By: _____
Christopher Hilgeman, Manager

Date: 6/25, 2021

FOURTH AMENDMENT TO THE AGREEMENT FOR PURCHASE AND SALE

This Fourth Amendment to the Agreement for Purchase and Sale (the "Amendment") is made as of September 20th, 2021, by and between HTG ASTORIA, LTD, a Florida limited partnership ("Buyer") and SMITHHILL HOLDINGS, LLC, a Florida limited liability company ("Seller").

WHEREAS, Housing Trust Group, LLC ("HTG") and Seller, entered into that certain Agreement for Purchase and Sale, effective October 28, 2020, as assigned and amended (the "Agreement") concerning the purchase and sale of approximately 2 acres of land in the City of Bradenton, Manatee County, Florida (the "Property"), as more particularly described in Exhibit "A" of the Agreement.

NOW THEREFORE, for good and sufficient mutual consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, it is agreed to by Seller and Buyer as follows:

1. The Agreement is hereby amended and remains in full force and effect and remains unmodified except as expressly amended hereby.

2. Section 4. "Investigation Period." shall be amended as follows: The reference to "October 8, 2021" is hereby changed to "December 21, 2021."

3. In the event of any conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, the terms and provisions of this Amendment shall control. Any capitalized terms not defined in this Amendment shall have the meaning as set forth in the Agreement.

4. Seller and Buyer represent and warrant to each other that no default has occurred and is continuing as of the date of this Amendment.

5. This Amendment may be executed in counterparts, each of which shall be deemed an original document, but all of which will constitute one single document. A facsimile or email copy of this Amendment and any signatures thereof shall be considered for all purposes as originals.

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IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year last below written.

BUYER:

HTG ASTORIA, LTD,
a Florida limited partnership

HTG Astoria, LLC,
a Florida limited liability company

By: _____
Matthew Rieger, Manager

Date: September 22, , 2021

SELLER:

SMITHHILL HOLDINGS, LLC,
a Florida limited liability company

By: CHRISTOPHER HILGEMAN
Christopher Hilgeman, Manager

Date: 9/20/2021 4:34 PM EDT , 2021

Electronically Signed using eSignOnline™ [Session ID : 03103ec2-c51b-4ae3-bd1e-cdd4482ba5f8]

FIFTH AMENDMENT TO THE AGREEMENT FOR PURCHASE AND SALE

This Fifth Amendment to the Agreement for Purchase and Sale (the "Amendment") is made as of February 14, 2022, by and between HTG ASTORIA, LTD, a Florida limited partnership ("Buyer") and SMITHHILL HOLDINGS, LLC, a Florida limited liability company ("Seller").

WHEREAS, Housing Trust Group, LLC ("HTG") and Seller, entered into that certain Agreement for Purchase and Sale, effective October 28, 2020, as assigned and amended (the "Agreement") concerning the purchase and sale of approximately 2 acres of land in the City of Bradenton, Manatee County, Florida (the "Property"), as more particularly described in Exhibit "A" of the Agreement.

NOW THEREFORE, for good and sufficient mutual consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, it is agreed to by Seller and Buyer as follows:

1. The Agreement is hereby amended and remains in full force and effect and remains unmodified except as expressly amended hereby.

2. Exhibit "A", The Property, shall be amended as follows: The reference to the word "KNOWS" in the legal description is hereby changed to "KNOWN".

3. Section 6.(a), Closing Date, shall be deleted in its entirety and replaced as follows: "The purchase and sale contemplated by this Agreement shall close (the "Closing") on or before April 30, 2022. (the" Closing Date").

4. In the event of any conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, the terms and provisions of this Amendment shall control. Any capitalized terms not defined in this Amendment shall have the meaning as set forth in the Agreement.

5. Seller and Buyer represent and warrant to each other that no default has occurred and is continuing as of the date of this Amendment.

6. This Amendment may be executed in counterparts, each of which shall be deemed an original document, but all of which will constitute one single document. A facsimile or email copy of this Amendment and any signatures thereof shall be considered for all purposes as originals.

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IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year last below written.

BUYER:

HTG ASTORIA, LTD,
a Florida limited partnership

HTG Astoria, LLC,
a Florida limited liability company

By: _____
Matthew Rieger, Manager

Date: FEBRUARY 17, 2022

SELLER:

SMITHHILL HOLDINGS, LLC,
a Florida limited liability company

By: CHRISTOPHER HILGEMAN
_____
Christopher Hilgeman, Manager

Date: 2/14/2022 1:20 PM EST, 2022

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SIXTH AMENDMENT TO THE AGREEMENT FOR PURCHASE AND SALE

This Sixth Amendment to the Agreement for Purchase and Sale (the "Amendment") is made as of March 3/28/2022 10:12 AM EDT, 2022, by and between HTG ASTORIA, LTD, a Florida limited partnership ("Buyer") and SMITHHILL HOLDINGS, LLC, a Florida limited liability company ("Seller").

WHEREAS, Housing Trust Group, LLC ("HTG") and Seller, entered into that certain Agreement for Purchase and Sale, effective October 28, 2020, as assigned and amended (the "Agreement") concerning the purchase and sale of approximately 2 acres of land in the City of Bradenton, Manatee County, Florida (the "Property"), as more particularly described in Exhibit "A" of the Agreement.

NOW THEREFORE, for good and sufficient mutual consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, it is agreed to by Seller and Buyer as follows:

1. The Agreement is hereby amended and remains in full force and effect and remains unmodified except as expressly amended hereby.

2. Section 6.(a), Closing Date, the reference to "April 30, 2022" shall be deleted and replaced with "August 31, 2022".

3. In the event of any conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, the terms and provisions of this Amendment shall control. Any capitalized terms not defined in this Amendment shall have the meaning as set forth in the Agreement.

4. Seller and Buyer represent and warrant to each other that no default has occurred and is continuing as of the date of this Amendment.

5. This Amendment may be executed in counterparts, each of which shall be deemed an original document, but all of which will constitute one single document. A facsimile or email copy of this Amendment and any signatures thereof shall be considered for all purposes as originals.

[SIGNATURES BEGIN ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year last below written.

BUYER:

HTG ASTORIA, LTD,
a Florida limited partnership

HTG Astoria, LLC,
a Florida limited liability company

By: _____
Matthew Rieger, Manager

Date: March 30, 2022

SELLER:

SMITHHILL HOLDINGS, LLC,
a Florida limited liability company

By: CHRISTOPHER HILGEMAN
Christopher Hilgeman, Manager

Date: 3/28/2022 10:11 AM EDT, 2022

SEVENTH AMENDMENT TO THE AGREEMENT FOR PURCHASE AND SALE

This Seventh Amendment to the Agreement for Purchase and Sale (the "Amendment") is made as of May 5/19/2022 11:13 AM EDT, 2022, by and between HTG ASTORIA, LTD, a Florida limited partnership ("Buyer") and SMITHHILL HOLDINGS, LLC, a Florida limited liability company ("Seller").

WHEREAS, Housing Trust Group, LLC ("HTG") and Seller, entered into that certain Agreement for Purchase and Sale, effective October 28, 2020, as assigned and amended (the "Agreement") concerning the purchase and sale of approximately 2 acres of land in the City of Bradenton, Manatee County, Florida (the "Property"), as more particularly described in Exhibit "A" of the Agreement.

NOW THEREFORE, for good and sufficient mutual consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, it is agreed to by Seller and Buyer as follows:

1. The Agreement is hereby amended and remains in full force and effect and remains unmodified except as expressly amended hereby.

2. Section 6.(a), Closing Date, the reference to "August 31, 2022" shall be deleted and replaced with "January 6, 2023".

3. In the event of any conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, the terms and provisions of this Amendment shall control. Any capitalized terms not defined in this Amendment shall have the meaning as set forth in the Agreement.

4. Seller and Buyer represent and warrant to each other that no default has occurred and is continuing as of the date of this Amendment.

5. This Amendment may be executed in counterparts, each of which shall be deemed an original document, but all of which will constitute one single document. A facsimile or email copy of this Amendment and any signatures thereof shall be considered for all purposes as originals.

[SIGNATURES BEGIN ON THE NEXT PAGE]

Electronically Signed using eSignOnline™ [Session ID : 69a68b4b-9ae0-49f7-9460-9840141bd561]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year last below written.

BUYER:

HTG ASTORIA, LTD,
a Florida limited partnership

HTG Astoria, LLC,
a Florida limited liability company

By: _____
Matthew Rieger, Manager

Date: 5/23/2022, 2022

SELLER:

SMITHHILL HOLDINGS, LLC,
a Florida limited liability company

By: CHRISTOPHER HILGEMAN
Christopher Hilgeman, Manager

Date: 5/19/2022 11:13 AM EDT, 2022

Electronically Signed using eSignOnline™ [Session ID : 69a68b4b-9ae0-49f7-9460-9840141bd561]

Attachment C

we make housing affordable™
Florida Housing
Finance Corporation

227 North Bronough Street, Suite 5000 • Tallahassee, Florida 32301
850.488.4197 • Fax: 850.488.9809 • www.floridahousing.org

Via E-Mail

March 1, 2022

Matthew A. Rieger
HTG Astoria, LTD
3225 Aviation Avenue, 6th Floor
Coconut Grove, FL 33133

Re: Astoria on 9th (2022-137BSN / 2021-526C)
Invitation to Enter Credit Underwriting
RFA 2021-205 - SAIL Financing of Affordable Multifamily Housing Developments to be Used in Conjunction with Tax-Exempt Bond Financing and Non-Competitive Housing Credits

Dear Mr. Rieger:

On December 10, 2021, Florida Housing's Board of Directors approved your application for a State Apartment Incentive Loan (SAIL), an Extremely Low Income (ELI) loan, a National Housing Trust Fund (NHTF) loan, Multifamily Mortgage Revenue Bonds (MMRB), and Non-Competitive Housing Credits (HC). As such, Florida Housing is extending an invitation to enter credit underwriting for the programs mentioned above.

This letter represents a preliminary commitment for a SAIL loan in an amount up to $4,750,000, an ELI loan in an amount up to $600,000, an NHTF loan in an estimated amount of $713,400 and MMRB in the requested amount of $15,800,000.

This funding would be contingent upon:

1. Borrower and Development meeting all requirements of RFA 2021-205 and all other applicable federal, state and FHFC requirements;

2. A positive credit underwriting recommendation;

3. Availability of funds appropriated and funded by the legislature; and

4. Final approval of the credit underwriting report by the Florida Housing Board of Directors.

Section 42 of the Internal Revenue Code, as amended, requires Florida Housing to make a determination of the amount of housing credits needed for the financial feasibility and viability of the Development throughout the credit period. The credit underwriter will perform this analysis of credit need.

Ron DeSantis, Governor

Board of Directors: Ron Lieberman, Chair • Mario Facella, Vice Chair
Ryan Benson • Dane Eagle • Sandra Einhorn • David Hall • Dev Motwani

Harold "Trey" Price, Executive Director

The NHTF loan funding will subsidize additional deep targeted units for Persons with Special Needs (NHTF Units) at 22% AMI as further described in Section One, Section Four, A.10.a.(4) and Exhibit I of the RFA. The NHTF Units will be in addition to the requirement to set aside ELI Set-Aside units and the required number of Link Units for Persons with Special Needs. As such, the Development will be required to set aside three (3) units as NHTF Units, in addition to the ELI Set-Aside units.

Along with other Federal Requirements, the NHTF Program is covered under Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 135]. Additionally, the requirements of Section 3 apply to recipients of funding exceeding $200,000 for activities involving housing construction, demolition, rehabilitation, or other public construction, i.e. roads, sewers, community centers, etc. Contractors or subcontractors that receive contracts in excess of $100,000 for Section 3 covered projects/activities are required to comply with the Section 3 regulations in the same manner as direct recipients. **Along with your preliminary commitment, a Developer Section 3 Plan must be received.**

Pursuant to RFA 2021-205, the firm loan commitment must be issued within twelve (12) months of the Applicant's acceptance to enter credit underwriting. The firm loan commitment for the NHTF loan will be issued at the time of the firm loan commitments for the SAIL and ELI loans. Unless an extension is approved by the Corporation in writing, failure to achieve issuance of a firm loan commitment by the specified deadline shall result in withdrawal of the preliminary commitment. Applicants may request one (1) extension of up to six (6) months to secure a firm loan commitment. The Corporation shall charge a non-refundable extension fee of one (1) percent of each loan amount if the request to extend the credit underwriting and firm loan commitment process beyond the initial twelve (12) month deadline is approved. If an approved extension is utilized, Applicants must pay the extension fee not later than seven (7) Calendar Days after the original twelve (12) month deadline. If, by the end of the extension period, the Applicant has not received a firm loan commitment, then the preliminary commitment shall be withdrawn.

The owner shall execute a Memorandum of Understanding (MOU) with at least one designated Referral Agency serving the county and intended population where the Development will be located and rent units to households referred by the Referral Agency with which the MOU is executed. The deadline for receipt of the fully-executed MOU by the Corporation shall be within nine (9) months from the date of the invitation to enter into credit underwriting but no later than the date the first building is placed in service. If the owner is unable to meet the deadline, an extension may be requested from the Corporation, and a non-refundable processing fee of $5,000 shall be charged to the owner.

The Corporation loans and other mortgage loans related to the Development must close within 180 Calendar Days of the date of the firm loan commitment(s). Unless an extension is approved by the Board, failure to close the loan(s) by the specified deadline outlined above shall result in the firm loan commitment(s) being deemed void and the funds shall be de-obligated. Applicants may request one (1) extension of the loan closing deadline outlined above for a term of up to 90 Calendar Days. The Corporation shall charge an extension fee of one (1) percent of each Corporation loan amount if the Board approves the request to extend the loan closing deadline beyond the 180 Calendar Day period. If an approved extension is utilized, Applicants must pay the extension fee not later than seven (7) Calendar Days after the original loan closing deadline. In the event the Corporation loan(s) does not close by the end of the extension period, the firm loan commitment(s) shall be deemed void and the funds shall be de-obligated.

By **March 8, 2022**, you must submit a check for $30,997 for the credit underwriting fees (MMRB, SAIL, ELI, NHTF and HC), payable to AmeriNat the credit underwriter assigned to your Development, at the address below.

Mark Fredericks, AmeriNat
5300 W. Cypress Street, Suite 261
Tampa, FL 33607
(813) 282-4800

A nonrefundable TEFRA Fee of $1,000 for the Corporation-issued MMRB is also due to Florida Housing on the date listed above. This fee shall be applied to the actual cost of publishing required advertisements and Florida Administrative Register notices of TEFRA Hearings.

The underwriter will contact you for an additional fee for a market study, appraisal and, if applicable, a Subsidy Layering Review and a Capital Needs Assessment Report which are to be conducted at the Developer's expense by disinterested parties as required by RFA 2021-205.

Please acknowledge the credit underwriting assignment by uploading the enclosed Acknowledgment to the Florida Housing Procorem work center to the Documents Upload file and submitting the TEFRA fee to the attention of Tim Kennedy, Multifamily Loans & Bonds Director at Florida Housing by **March 8, 2022**.

Florida Housing's agreement to provide funds to this development is conditioned upon its determination to proceed with, modify or cancel the development based on the results of a subsequent environmental review. The environmental review is expected to take approximately 90 days to complete. Vicki Lewis, Intertek-PSI at the address below, has been assigned to prepare the HUD environmental review analysis for your Proposed Development.

Vicki Lewis, Intertek-PSI
1748 33rd Street
Orlando, Florida 32839
(407) 304-5560

Pursuant to Exhibit D of RFA 2021-205, you must provide the items listed on Exhibit A attached to this invitation to Florida Housing within the timeframes specified.

Florida Housing looks forward to working with you and the development team to facilitate affordable housing in Florida. If you have any questions, please do not hesitate to contact me.

Sincerely,

Tim Kennedy

Tim Kennedy
Multifamily Loans & Bonds Director

Enclosure

Cc: Heather Strickland, Multifamily Programs Coordinator
Lisa Walker, Multifamily Programs Manager
Charles Jones, Multifamily Programs Manager
Melissa Levy, Multifamily Tax Credits Director
Rebecca Sheffield, Multifamily Programs Coordinator
Cori MacDougall, Multifamily Programs Manager

Nicole Gibson, Federal Loan Programs Director
David Woodward, Federal Loan Programs Administrator
Amanda Franklin, Federal Loan Programs Manager
Jade Grubbs, Multifamily Programs Administrator
Rachael Grice, Multifamily Programs Coordinator
Ebony Cargle, Multifamily Programs Manager
Janet Peterson, Compliance Systems Manager
Tammy Bearden, Loan Closing Manager
Madison Harrell, Multifamily Programs Loan Closing Senior Analyst
Kenny Derrickson, Assistant Comptroller
Mark Fredericks, AmeriNat
Vicki Lewis, Intertek-PSI

INVITATION TO ENTER CREDIT UNDERWRITING

RFA 2021-205 for SAIL Financing of Affordable Multifamily Housing Developments to be Used in Conjunction with Tax-Exempt Bond Financing and Non-Competitive Housing Credits

ACKNOWLEDGMENT

The undersigned hereby acknowledges and agrees to enter credit underwriting subject to and in accordance with the terms and conditions of Florida Housing's subject letter dated March 1, 2022.

Accept_____ Decline_____

_____
Development Name and ID Number

Signature: _____

Print Name: _____

Date: _____

Exhibit A
RFA 2021-205 - SAIL Financing of Affordable Multifamily Housing Developments to be Used in Conjunction with Tax-Exempt Bond Financing and Non-Competitive Housing Credits

Development: Astoria on 9th
Application #: 2022-137BSN / 2021-526C
Date of Invitation to Credit Underwriting: March 1, 2022

The Applicant acknowledges and certifies that the following information will be provided by the due date outlined below, or as otherwise outlined in the invitation to enter credit underwriting. Failure to provide the required information by the stated deadline may result in the withdrawal of the invitation to enter credit underwriting, unless an extension is approved by the Corporation:

1. Within 7 Calendar Days of the date of the invitation to enter credit underwriting **(no later than March 8, 2022)**:

    a. Respond to the invitation by accessing the development work center through the Procorem secure portal and submit the credit underwriting fee(s), which includes the CNA review fee and TEFRA Fee, if applicable, as outlined in Item 4 of Exhibit C of the RFA, pursuant to subparagraph 67-48.0072(4)(a)1, F.A.C.; and

    b. Verification that the Development qualifies as a USDA-eligible rural address, if applicable. Addresses can be verified by visiting https://eligibility.sc.egov.usda.gov/eligibility/welcomeAction.do

    c. If the Applicant is receiving Corporation-issued MMRB, the Credit Enhancer's Commitment or Bond Purchaser's Letter of Interest, including a contact person's name, address and telephone number, credit underwriting standards and an outline of proposed terms, must be provided. The stated amount of the Commitment or Letter of Interest shall not be less than the proposed principal amount of the bonds (including any proposed Taxable Bonds);

    d. If the Applicant is using Non-Corporation-issued Tax-Exempt Bonds, a copy of the signed TEFRA letter which is Development-specific must be provided, along with the following documentation, as applicable:

        (1) If the Credit Underwriting for the bonds is complete and it was prepared by a Credit Underwriter under contract with the Corporation, provide a complete copy of the final Credit Underwriting Report; or

        (2) If the Credit Underwriting for the bonds has not been completed or has been completed by a credit underwriter not under contract with the Corporation, provide the name of the assigned credit underwriter and a copy of the inducement resolution or acknowledgement resolution awarding the bonds.

    e. Confirmation that the bonds have not closed since the Application Deadline.

2. Within 21 Calendar Days of the date of the invitation to enter credit underwriting **(no later than March 22, 2022)**, submit all of the following. Submission of all documents should be provided electronically to the Corporation at one time.

a. Provide the name, mailing address, and email address of the chief elected official of the local jurisdiction where the proposed Development is located;

b. Provide notification of the Applicant's eligibility for acquisition credits per Section 42 of the IRC, if applicable;

c. Provide the Applicant's Federal Identification Number and the Employer Identification Number ("EIN") Certificate. If the number has not yet been obtained, the Applicant will be required to provide a copy of the completed, submitted application for that number.

d. Provide the completed and executed Florida Housing Finance Corporation Verification of Environmental Safety Phase I Environmental Site Assessment form* and, if applicable, the completed and executed Florida Housing Finance Corporation Verification of Environmental Safety Phase II Environmental Site Assessment form (Forms Rev. 11-14) which are available on the RFA Webpage. Note: If a Phase II ESA is required, but has not been completed by the stated deadline, contact Corporation staff to request an extension for submission of the Phase II ESA form;

e. Demonstrate that electricity and roads are available to the entire proposed Development site as of the date signed by providing the following:

(1) The properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure form (Form Rev. 08-20) which is available on the RFA Webpage; or

(2) Documentation from the service provider that contains the Development location and is dated within 12 months of the Application Deadline. The documentation may not be signed by the Applicant, by any related parties of the Applicant, by any Principals or Financial Beneficiaries of the Applicant, or by any local elected officials.

f. Provide the identity of the remaining members of the Development Team (i.e., inexperienced co-Developer(s), General Contractor, Architect, Attorney, Accountant, and for Elderly ALF only, Service Provider), as outlined below. The team members so identified, and any future replacement thereof, must be acceptable to the Corporation and the Credit Underwriter;

(1) Identify any inexperienced co-Developer(s) by providing the name, address, telephone and facsimile numbers, e-mail address, and the relationship of the co-Developer to the Applicant.

(2) Identify the General Contractor by providing the completed and executed Florida Housing Finance Corporation General Contractor or Qualifying Agent of General Contractor Certification form. Note: provide the prior experience chart, as outlined in the form

(3) Identify the Architect by providing the completed and executed Florida Housing Finance Corporation Architect Certification form.

(4) Identify the Attorney by providing the completed and executed Florida Housing Finance Corporation Attorney Certification for Housing Credits form and the Florida Housing Finance Corporation Attorney Certification for MMRB, SAIL, HOME and/or other Gap Loans form.

(5) Identify the Accountant by providing the completed and executed Florida Housing Finance Corporation Certification of Accountant form.

(6) Identify the Service Provider by providing the completed and executed Florida Housing Finance Corporation Service Provider or Principal of Service Provider Certification form (for Elderly ALF Developments only) .

The certification forms (Forms Rev. 07-2019) are available on the RFA Webpage. Note: The use of any prior version of these forms will not be acceptable to meet this requirement.

g. With the exception of Developments financed with HUD Section 811 or United States Department of Agriculture RD program, and Applicants that select the Elderly ALF Demographic Commitment, the Tenant Selection Plan, as explained in Exhibit G of the RFA, shall be submitted by the owner to the Corporation for review and approval. If a Development has a Housing Assistance Payment and/or an Annual Contributions Contract with HUD, the Tenant Selection Plan must be sent to the Corporation for preliminary approval before sending to HUD. The waiting list section of the Tenant Selection Plan shall establish selection preferences or a section for special admissions specifically for individuals or families who are referred by a designated Referral Agency. Note: HUD approval may take several months. HUD approval shall be demonstrated to the Corporation prior to the completion of the final credit underwriting report;

h. Provide confirmation that the owner will submit the fully executed Link MOU for the Corporation's approval within nine months of the invitation to enter into credit underwriting, as described in Exhibit E of the RFA;

i. Provide confirmation that all construction features committed to and proposed by the Applicant shall be located on the Development site;

j. Confirmation that, if the proposed Development meets the definition of Scattered Sites, all Scattered Sites requirements that were not required to be met in the Application will be met, including that all features and amenities committed to and proposed by the Applicant that are not unit-specific shall be located on each of the Scattered Sites, or no more than 1/16 mile from the Scattered Site with the most units, or a combination of both. If the Applicant indicates that the proposed Development does not consist of Scattered Sites, but it is determined during credit underwriting that the proposed Development does meet the definition of Scattered Sites, all of the Scattered Sites requirements must have been met as of Application Deadline and, if all Scattered Sites requirements were not in place as of the Application Deadline, the Applicant's funding award will be rescinded;

k. Provide notification of the percentage of ownership of the Principals of the Applicant. Upon the Applicant's acceptance of the invitation to enter credit underwriting, the Corporation will return the Principals of the Application and Developer(s) Disclosure Form that was part of the Applicant's uploaded Application. The Applicant will be required to enter the applicable percentages on the form and return the completed form to the Corporation;

l. Provide confirmation that the proposed equity amount to be paid prior to or simultaneous with the closing of construction financing is at least 15 percent of the total proposed equity to be provided (the 15 percent criteria), subject to the following:

(1) If syndicating/selling the Housing Credits, there are two exceptions to the preceding sentence. First, if there is a bridge loan proposal within the equity proposal that provides for bridge loan proceeds that equal at least 15 percent of the amount of total proposed equity to be provided to be made available prior to or simultaneous with closing of construction financing, the 15 percent criteria will be met. Second, if there is a separate bridge loan proposal from either the equity provider, any entity that is controlled directly or indirectly by the equity provider, or a subsidiary of the equity provider's parent holding company, and the proposal explicitly proposes an amount to be made available prior to or simultaneous with the closing of construction financing that equals at least 15 percent of the total proposed equity to be paid stated in the equity proposal, the 15 percent criteria is met. Bridge loan proposals that are not within the equity proposal, though, must meet the criteria previously stated for debt financing with the exception that evidence of ability to fund does not have to be provided. The Applicant may include the proposed amount of the bridge loan as equity proceeds on the Construction or Rehabilitation Analysis and on the Permanent Analysis (Note: this 15 percent criteria must be reflected in the limited partnership agreement or limited liability company operating agreement); or

(2) If not syndicating/selling the Housing Credits, proceeds from a bridge loan will not count toward meeting the 15 percent criteria;

m. If there are existing occupied units as of Application Deadline, provide to the Credit Underwriter a plan for relocation of existing tenants. The plan shall provide information regarding the relocation site; accommodations relevant to the needs of the residents and length of time residents will be displaced; moving and storage of the contents of a residents' dwelling units; as well as the approach to inform and prepare the resident's for the rehabilitation activities;

n. If the Applicant indicated that the proposed Development is the first phase of a multiphase Development, submit to the Corporation an opinion letter by a licensed attorney that the Development meets the definition of a "multiphase project" as defined in the Federal Register. The letter must also include: (a) the name of the declared first phase Development and the Corporation-assigned Application number, (b) the total number of phases and the projected Development name for each phase, (c) the total number of buildings in each phase, (d) the expected completion date for each phase, and

(e) any other information as determined by the Corporation and stated in the invitation to enter credit underwriting;

o. If the Applicant indicated that the proposed Development is a subsequent phase of a multiphase Development, the Development's status as a subsequent phase will be verified in credit underwriting. If the Development does not qualify and the Applicant's Housing Credit request is based on such contention and, during the credit underwriting process it is determined that the proposed Development does not meet the criteria for such distinction, the Applicant's Competitive Housing Credit award may be rescinded; and

p. Provide confirmation that the limited partnership agreement or limited liability operating agreement will comply with the operating deficit reserve requirement outlined in Section Four A.10.c.(4) of the RFA.

3. The Applicant will submit the fully executed Link MOU for the Corporation's approval within nine months of the date of the invitation to enter credit underwriting, as described in Exhibit E of the RFA;

4. The credit underwriting process must be complete within the timeframe outlined in Rule Chapter 67-48, F.A.C.;

5. The SAIL loan must close within the timeframe outlined in Rule Chapter 67-48, F.A.C. Applicants that requested NHTF Funding will be invited to enter credit underwriting and will be expected to complete the credit underwriting process, including Board approval of the credit underwriting report, and execute a written agreement within twelve months of the Applicant's acceptance enter into credit underwriting;

6. By Certificate of Occupancy, the Applicant commits to participate in the statewide housing locator system, as required by the Corporation; and

7. The Credit Underwriter will provide an itemized list for additional documentation including, but not limited to, the following:

a. Information outlined in Rule Chapter 67-48.0072, F.A.C.;

b. If the Applicant indicated that the proposed Development will be assisted with funding under the RD 538 Program and expects to use such funding as a source of financing, the Section 538 Selection Letter sent to the Applicant by RD must be provided;

c. If the Applicant indicated that it is a Self-Sourced Applicant, the evidence of ability to fund described in Section Four, A.10.c.(2)(i) of the RFA;

d. The Construction Consultant engaged by the Corporation's credit underwriter must provide the properly completed and executed Americans with Disabilities Act Certification forms certifying that the design of the proposed Development and the completed Development includes the applicable accessibility, adaptability, Visitability and universal design features

required by the Corporation and proposed by the Applicant. The Americans with Disabilities Act Certification forms (Rev. 02-20) are available on the RFA Webpage;

e. Provide to the Corporation a copy of each General Information Notice for each occupied unit, as outlined in Item 3.a. of Exhibit I of the RFA. Each notice must include proof of delivery by certified letter or by signed copy of the notice when hand delivered;

f. The Applicant will be required to provide evidence demonstrating that the proposed Development is consistent with the applicable Consolidated Plan, as outlined in Item 3.b. of Exhibit I;

g. The Applicant will be required to comply with the HUD environmental requirements as provided in 24 CFR 93.301(f)(1) and (2). Non-Profit Applicants will not be charged a fee for the environmental review, as stated in Item 3.c.(1) of Exhibit I;

h. The Applicant will be required to provide a certification that must be executed by the contractor for compliance with debarment and suspension regulations, as outlined in Item 3.c.(2) of Exhibit I;

i. Certify that it understands the requirements of the current HUD lead based paint regulations as identified in 24 CFR Part 92 and Rule Chapter 67-48, F.A.C., as outlined in Item 3.c.(3) of Exhibit I; and

j. If the Applicant is requesting 4% Housing Credit that will be used with County HFA-issued Tax-Exempt Bonds and the Applicant indicates that the proposed Development is eligible for the basis boost, the Applicant will be required to provide a letter certifying the date the bond application was deemed complete.

8. The Credit Underwriter will also verify information submitted by the Applicant, including, but not limited to the following:

a. The Applicant's Non-Profit status, if applicable;

b. Each Scattered Site meets the requirements of this RFA and Section 42 of the IRC, if applicable;

c. The proposed Development's ability to meet the Enhanced Structural Systems Construction qualifications;

d. Calculation of eligible basis which may cause a reduction in the Housing Credit Allocation. This may include review of the location of buildings and whether all buildings are eligible for the eligible basis boost, if applicable;

e. With the exception of Developments financed with HUD Section 811 or United States Department of Agriculture RD program, and Applicants that select the Elderly ALF Demographic Commitment, Developments that have a Housing Assistance Payment and/or an Annual Contributions Contract with HUD, must demonstrate HUD approval within a Tenant Selection Plan for an owner-adopted preference or special admissions preference

specifically for individuals or families who are referred by a designated Referral Agency serving the county where the Development is located;

f. The proposed Development's first phase or subsequent phase's status;

g. Review of the Total Development Cost and its effect on the Total Development Cost Per Unit Limitation and, if applicable, the SAIL Request amount;

h. If the Development Category of Preservation (with or without Acquisition) is selected, whether 75 percent occupancy status met as of Application Deadline; and

i. The proposed Development has a minimum of five units per building.

If any of these cannot be verified, all funding awarded under this RFA may be reduced or may be rescinded if the award or the Application's eligibility status was based on such information, and/or the Applicant may be determined to have made a material misrepresentation.

Attachment D

FLORIDA HOUSING FINANCE CORPORATION
LOCAL GOVERNMENT VERIFICATION THAT DEVELOPMENT IS CONSISTENT WITH ZONING AND LAND USE REGULATIONS

Name of Development: Astoria on 9th

Development Location: 9th St W, 9th St W and 23rd Ave W, Bradenton

(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). The location of all Scattered Sites, if applicable, must also be included.

Number of Units in the Development: 120

This number must be equal to or greater than the number of units stated by the Applicant in Exhibit A of the RFA.

The undersigned service provider confirms that, as of the date that this form was signed, the above referenced Development's proposed number of units, density, and intended use are consistent with current land use regulations and zoning designation or, if the Development consists of rehabilitation, the intended use is allowed as a legally non-conforming use.

CERTIFICATION

I certify that the City/County of Bradenton (Name of City/County) has vested in me the authority to verify consistency with local land use regulations and zoning designation or, if the Development consists of rehabilitation, the intended use is allowed as a "legally non-conforming use" and I further certify that the foregoing information is true and correct. In addition, if the proposed Development site is in the Florida Keys Area as defined in Rule Chapter 67-48, F.A.C., I further certify that the Applicant has obtained the necessary Rate of Growth Ordinance (ROGO) allocations from the Local Government.

Myra R. Schwarz
Signature

Myra Schwarz
Print or Type Name

Senior Planner
Print or Type Title

8/25/2021
Date Signed

101 Old Main Street W
Address (street address, city, state)

Bradenton, FL 34205
Address (street address, city, state)

941-932-9400
Telephone Number (including area code)

This certification must be signed by the applicable City's or County's Director of Planning and Zoning, appointed official (staff) responsible for determination of issues related to comprehensive planning and zoning, City Manager, or County Manager/Administrator/Coordinator. Signatures from elected local government officials are not acceptable, nor are other signatories. If there are alterations made to this form that change the meaning of the form, the form will not be accepted.

(Form Rev. 06-2020)

Attachment E

Uses	Ref.	Permanent Phase Total	%	Per Unit	Construction Phase Total	%	Per Unit
Hard Costs							
GC Contract							
Hard Construction Costs		19,994,030	53.49%	166,617	19,994,030	55.47%	166,616.91
GC Profit		1,199,642	3.21%	9,997	1,199,642	3.33%	9,997
GC General Requirements		1,199,642	3.21%	9,997	1,199,642	3.33%	9,997
GC Overhead		399,881	1.07%	3,332	399,881	1.11%	3,332
General Liability Insurance		127,962	0.34%	1,066	127,962	0.35%	1,066
Construction - P&P Bond		166,350	0.45%	1,386	166,350	0.46%	1,386
GC Contract Total		**23,087,505.84**	**61.77%**	**192,396**	**23,087,506**	**64.05%**	**192,396**
Hard Cost Contingency @:	6.0%	1,385,250	3.71%	11,544	1,385,250	3.84%	11,544
Recreational / Owner Items		750,000	2.01%	6,250	750,000	2.08%	6,250
Total Hard Costs		**25,222,756**	**67.48%**	**210,190**	**25,222,756**	**69.97%**	**210,190**
Soft Costs							
Financial Costs							
Construction Interest Expense		1,809,737	4.84%	15,081	1,809,737	5.02%	15,081
Other Loan Fees - Pre-Dev		5,000	0.01%		1,809,737		
Construction Loan Origination Fee		142,500	0.38%	1,188	142,500	0.40%	1,188
Construction Loan Closing Costs		5,000	0.01%	42	5,000	0.01%	42
Permanent Loan Origination Fee		57,300	0.15%	478	57,300	0.16%	478
Permanent Loan Closing Costs		25,000	0.07%	208	25,000	0.07%	208
Legal - Lender		125,000	0.33%	1,042	125,000	0.35%	1,042
Syndication Fees		25,000	0.07%	208	25,000	0.07%	208
Placement Agent		35,000	0.09%	292	35,000	0.10%	292
SAIL and ELI Commitment Fees		96,500	0.26%	804	96,500	0.27%	804
Interest - Pre-dev Loan		20,625	0.06%	172	20,625	0.06%	172
Servicer Fees During Construction		30,600	0.08%	255	30,600	0.08%	255
Fiscal Agent Fee During Construction		11,250	0.03%	94	11,250	0.03%	94
Costs of Issuance		269,790	0.72%	2,248	269,790	0.75%	2,248
Total Financial Costs		**2,658,302**	**7.11%**	**22,111**	**4,463,039**	**7.36%**	**22,111**
Reports & Studies							
Appraisal		5,500	0.01%	46	5,500	0.02%	46
Environmental Report		14,845	0.04%	124	14,845	0.04%	124
Geotech Report		15,000	0.04%	125	15,000	0.04%	125
Market Study		10,000	0.03%	83	10,000	0.03%	83
Plan and Cost Review		3,200	0.01%	27	3,200	0.01%	27
Total Reports and Studies		**48,545**	**0.13%**	**405**	**48,545**	**0.13%**	**405**
General Development Costs							
Accounting Fees		25,000	0.07%	208	25,000	0.07%	208
Architect - Design		299,484	0.80%	2,496	299,484	0.83%	2,496
Architect - Supervision		65,000	0.17%	542	65,000	0.18%	542
Architect - Landscape		6,000	0.02%	50	6,000	0.02%	50
Building Permits	1,500.00	180,000	0.48%	1,500	180,000	0.50%	1,500
Engineering Fee		43,400	0.12%	362	43,400	0.12%	362
FHFC Administrative Fees	9.00%	154,562	0.41%	1,288	154,562	0.43%	1,288
FHFC Application Fees		3,000	0.01%	25	3,000	0.01%	25
FHFC Note Issuer Fee		114,000	0.30%	950	114,000	0.32%	950
FHFC - Initial TEFRA Fee		1,000	0.00%	8	1,000	0.00%	8
FHFC - Underwriting Fee		36,293	0.10%	302	36,293	0.10%	302
Green Certification - NGBS/LEED		24,000	0.06%	200	24,000	0.07%	200
Impact Fees		-	0.00%	-	-	0.00%	-
Inspection & Material Testing Fees		80,000	0.21%	667	80,000	0.22%	667
Muni Fees - Zoning, Site Plan, & Platting Fees		-	0.00%	-	-	0.00%	-
Survey & Platting (including as-built)		20,000	0.05%	167	20,000	0.06%	167
Utility & Submetering Connection		$40,000	0.11%	333	40,000	0.11%	333
Organizational Costs		10,000	0.03%	83	10,000	0.03%	83
Total General Development Costs		**1,101,739**	**2.95%**	**9,181**	**1,101,739**	**3.06%**	**9,181**
Legal							
Legal Fees		90,000	0.24%	750	90,000	0.25%	750
Legal - Zoning, Site Plan, & Platting		56,250	0.15%	469	56,250	0.16%	469
Legal - Other (i.e. Environmental)		18,750	0.05%	156	18,750	0.05%	156
Title Insurance, Taxes, & Recording	0.30%	112,132	0.30%	934	112,132	0.31%	934
Total Legal		**277,132**	**0.74%**	**1,559**	**187,132**	**0.52%**	**1,559**
Marketing and Lease-up							
Marketing Costs & Other		25,000	0.07%	208	25,000	0.07%	208
Lease Up Costs		75,000	0.20%	625	75,000	0.21%	625
Total Marketing & Lease-up		**100,000**	**0.27%**	**833**	**100,000**	**0.28%**	**833**
Taxes and Insurance							
Builder's Risk & Const. Insurance	1.25%	288,594	0.77%	2,405	288,594	0.80%	2,405
Insurance- Property/Liability		96,000	0.26%	800	96,000	0.27%	800
Property Taxes & Other	1.60%	46,240	0.12%	385	46,240	0.13%	385
Total Taxes and Insurance		**430,834**	**1.15%**	**3,590**	**430,834**	**1.20%**	**3,590**
Soft Cost Contingency	5.00%	97,912	0.26%	815.94	97,912	0.27%	816
Sub-Total		**29,937,220**	**80.09%**	**248,685**	**31,651,957**	**82.79%**	**248,685**
Land Acquisition Costs							
Land, To be Acquired		1,700,000	4.55%	14,167	1,700,000	4.72%	14,167
Existing Buildings, To be Acquired		-	0.00%	-	-	0.00%	-
Developer Fee & Overhead							
Developer's Fee	18.0%	5,388,700	14.42%	44,906	2,694,350	7.47%	22,453
Reserves							
Operating Deficit Reserve (4M OpEx & Debt Service)		351,290	0.94%	2,927	-	0.00%	-
Total Project Cost		**37,377,210**	**100.00%**	**310,685**	**36,046,306**	**94.98%**	**285,305**
Financing Gap Surplus/(Short)		**0**			**(794,994)**		

Sources	Rate	Permanent Phase Total	%	Per Unit	Construction Phase Total	%	Per Unit
Hard							
Construction Loan	7.10%	-	0.00%	-	19,000,000	53.90%	158,333.33
Bridge Loan	7.10%	-	0.00%	-	-	0.00%	-
Permanent Loan 1	6.08%	7,640,000	20.44%	63,666.67	-	0.00%	-
Soft							
SAIL (with $4.3MM in added CHIRP)	1.00%	9,050,000	24.21%	75,416.67	9,050,000	25.67%	75,416.67
ELI	0.00%	600,000	1.61%	5,000	600,000	1.70%	5,000.00
NHTF	0.00%	713,400	1.91%	5,945	713,400	2.02%	5,945.00
City CRA Soft Loan	1.75%	600,000	1.61%	5,000	-	0.00%	-
County Soft Loan	1.75%	1,200,000	3.21%	10,000	1,200,000	3.40%	10,000.00
Grant	0.00%	-	0.00%	-	-	0.00%	-
Grant/Other #2	0.00%	-	0.00%	-	-	0.00%	-
Investor Equity		15,626,376	41.81%	130,220	4,687,913	13.30%	39,065.94
Deferred Developer Fee		1,947,434	5.21%	16,229	-	0.00%	-
Total Sources		**37,377,210**	**100.00%**	**311,477**	**35,251,313**	**100.00%**	**293,761**

Proforma Disclaimer: The estimates contained herein are based on assumptions concerning future events and circumstances which are inherently subject to uncertainty and variation depending upon continually evolving events. No representation or warranties, expressed or implied, as to their content, suitability for any purpose, accuracy, veracity, or completeness are made or that actual results will conform to such estimates. This document is provided subject to errors, omissions and changes in the information and is subject to modification or withdrawal.

Attachment F

RAYMOND JAMES®

June 27, 2022

Mr. Matthew Rieger
HTG Astoria Ltd.
c/o Housing Trust Group, LLC
3225 Aviation Avenue, 6th Floor
Miami, FL 33133

Re: Partnership: HTG Astoria Ltd.
Property Name: Astoria on 9th
Location: Bradenton, Manatee County, Florida

Dear Mr. Rieger:

This letter will confirm our agreement ("Agreement") whereby Raymond James Affordable Housing Investments, Inc. ("RJAHI") shall attempt to effect a closing ("Closing") of an investment by a Fund sponsored by RJAHI (the "RJAHI Fund") in the above named partnership ("Partnership") on the assumptions, terms, and conditions contained in this letter, or such other assumptions, terms and conditions as are acceptable to you, RJAHI and the RJAHI Fund.

CURRENT ASSUMPTIONS:

I. DESCRIPTION OF THE PROJECT AND THE INVESTMENT.

A. **Project:**

1. New Construction
2. Units: 120.
3. Estimated Construction Start Date: January 2023.
4. Estimated Construction Completion Date: July 2024.
5. Estimated 100% Occupancy Date: September 2024.
6. Set-aside Requirements:
   a. Three (3) units shall be rented to persons at 22% or less of area median income (AMI);
   b. Twelve (12) units shall be rented to persons at 30% or less of AMI;
   c. One-hundred-five (105) units shall be rented to persons at 60% or less of AMI.
7. Rental Assistance: N/A.
8. Management:
   a. Manager: HTG Management, LLC.
   b. Management Fee: 4.0% of Effective Gross Income, (estimate). A higher percentage may be possible, subject to Investor Limited Partner review and approval.
9. General Contractor: To be determined, subject to reasonable RJAHI approval.

B. **Tax Credit Information:**

1. Estimated Partnership Annual Credits: $1,555,998.
2. RJAHI Fund's Share of Partnership Annual Credits: 99.99%
3. Estimated RJAHI Fund Annual Credits: $1,555,842.
4. Applicable Fraction: 100%.
5. DDA/QCT: DDA.
6. Applicable Percentage: 4.00% (fixed).
7. First Credit Year: 2024.

C. **Equity Investment**:

1. Estimated $0.91 per dollar of the RJAHI Fund Total Credits ("Credit Price"), subject to market conditions and availability of funds.

2. Estimated RJAHI Fund Total Capital: $14,158,166.
Note that actual contributions are based on actual credits delivered. If actual RJAHI Fund Total Credits are less than the estimated amount, RJAHI Fund Total Capital will be reduced by the shortfall times the Credit Price. If actual RJAHI Fund Total Credits are greater than the estimated amount ("Excess Credits"), then the RJAHI Fund Total Capital will be increased by an amount equal to the Excess Credits times the Credit Price, but RJAHI Fund Total Capital shall not exceed 105% of the Estimated RJAHI Fund Total Capital except as provided below. The RJAHI Fund will specify the terms, if any, under which it will purchase any Excess Credits attributable to an additional reservation of Credits, and/or those that would otherwise cause capital contributions to exceed 105% of the Estimated Total Capital. If those terms provide for a credit price less than the Credit Price, the General Partner can accept or reject those terms. Any Excess Credits that the RJAHI Fund is unwilling to buy or that the General Partner is unwilling to sell at the price specified by the RJAHI Fund shall be allocated to the General Partner.

3. Installment Payment of Estimated RJAHI Fund Total Capital:
   a. $2,123,725 (15%) at Closing, of which $25,000 shall be paid directly to RJAHI in payment of its due diligence fee.
   b. $707,908 (5%) paid at later of October 1, 2023 or 50% Construction Completion.
   c. $1,415,817 (10%) paid at later of July 1, 2024 or 98% Construction Completion.
   d. $7,079,083 (50%) paid at later of April 1, 2025 or 100% Construction Completion.
   e. $2,731,633 (19%) paid at later of April 1, 2025 or Stabilized Operations ("Stabilization Capital Contribution").
   f. $100,000 (~1%) paid when all required tax filing information and Forms 8609 are received and audited financials for the year of Breakeven Operations are available.

   RJAHI shall pledge its interest in the Partnership to secure its obligations to make each Installment Payment.

   Conditions for payments are described in Appendix B hereto.

"Stabilized Operations" means the date upon which all of the following events have occurred: (i) final completion of the Project and final closing of all permanent financing, and (ii) for each of three (3) consecutive months (the last of which must end after or concurrently with Final Closing), the lesser of: (a) actual Net Operating Income, or (b) Net Operating Income determined as if "Rent" equaled 93% of the rent that would be due and payable if the Project attained 100% occupancy based on rental rates then being charged for the Project (each as determined by the Accountants and approved by RJAHI) is at least equal to 115% (120% for bond debt) of the Partnership's Must-pay Debt Service. In all cases, debt service will be calculated using the higher of underwritten or actual expenses. Achievement of Stabilized Operations shall be subject to the reasonable review and approval of RJAHI.

4. Timing Adjusters:

The capital contribution of the RJAHI Fund shall be reduced by 50% of the shortfall between the Credits actually delivered and the Credits estimated to be delivered in 2024 and 2025. Currently, it is estimated that the Partnership will deliver (i) $648,333 of Credits in 2024 and (ii) the maximum credit amount in 2025. The capital contribution of the RJAHI Fund shall be adjusted if and to the extent that the RJAHI Fund is admitted after Credits have begun to run. Additionally, should the closing date estimates shift, RJAHI will consider revising the credit delivery to accommodate the revised dates, to the extent the resulting changes are yield neutral.

In the event that the actual Credits with respect to the first Credit Year are more than the Credits projected for such year, then the capital contribution of the RJAHI Fund to the Partnership shall be increased by an amount (the "Upward Timing Adjustment") equal to 50% of such excess; provided, that any such increase is subject to the overall limitation that RJAHI Fund Total Capital cannot exceed 105% of estimated RJAHI Total Capital without RJAHI Fund consent. The Upward Timing Adjustment shall be made and applied to increase the Stabilization Capital Contribution. It is understood and agreed that the Upward Timing Adjustment is intended to address any acceleration in the delivery of the first year of the Credit Period from the projected Credit amounts during such year where the total projected Credits for the entire Credit Period is not affected and that the Upward Timing Adjustment may be decreased if the RJAHI Fund determines in the exercise of its sole and absolute discretion that a smaller Upward Timing Adjustment must be paid in order to maintain the expected return on investment of its investors.

D. **Allocation of Distributions**:

1. Asset Management Fee: The RJAHI Fund shall receive an annual asset management fee of $5,000, ($6,000 per year if using income averaging) increasing at $105 per year prior to any cash distributions. The Asset Management Fee shall begin once the Project has been placed in service and shall be prorated for the year that the Project is placed in service. The fee shall be cumulative to the extent unpaid in any year and shall be payable from sale proceeds of the property to the extent not previously paid.

2. Cash From Operations: Cash available to be distributed on a semiannual basis after paying Partnership expenses (including the Asset Management Fee), funding the Replacement Reserve, and maintaining working capital reserves. Cash From Operations shall be allocated in the following order:

   a. To the RJAHI Fund to the extent of any amounts owed, including amounts to be paid under Tax Credit Guaranty;
   b. To pay any accrued but unpaid Asset Management Fee;
   c. To pay any accrued but unpaid Management Fee;
   d. To the Developer to pay any unpaid Deferred Development Fee;
   e. To replenish the Operating Reserve if the balance therein is less than the original amount on deposit within the Operating Reserve Account;
   f. To the General Partner or Guarantors to repay any loans due under the Operating Deficit Guaranty;
   g. 90% to the General Partner as an incentive management fee,
   h. The balance 0.01% to the General Partner, and 99.99% to the RJAHI Fund.

   In all events, the RJAHI Fund must receive at least 10% of the amount available for distributions to partners and payment of incentive management fees to the General Partner under (g) and (h).

3. Cash From Sale or Refinancing: Proceeds available after paying all debts and liabilities and establishing any required reserves shall be allocated in accordance with capital accounts, in the following order:

   a. To the RJAHI Fund to the extent of any amounts owed, including unpaid amounts under Tax Credit Guaranty;
   b. To pay any accrued but unpaid Asset Management Fee;
   c. To the Developer to pay any unpaid Deferred Development Fee;
   d. To the General Partner or Guarantors to repay any loans due under the Operating Deficit Guaranty;
   e. To the General Partner to pay a disposition fee in the amount of 2% of the value of the property, subject to RJAHI approval;
   f. The balance, 90% to the General Partner and 10% to the RJAHI Fund

The distribution of Cash From Sale or Refinancing (f) shall be subject to the requirement of the Internal Revenue Code that liquidating distributions be made in accordance with capital accounts.

Upon the expiration of the credit period, a refinance shall be considered to be acceptable so long as the annual debt service does not exceed what is being paid at that time, all legal/tax tests are passed and RJAHI's legal review is paid for by the General Partner.

E. **Allocations of Profits and Losses**:

1. Operating Profits and Losses: 99.99% RJAHI Fund; 0.01% General Partner.
2. Credits and Depreciation: 99.99% RJAHI Fund; 0.01% General Partner.
3. Gain or Loss on Sale: So as to bring the capital accounts into the ratios that will allow Proceeds of Sale to be distributed 90% to the General Partner and 10% to

the RJAHI Fund, to the greatest extent possible given the requirements of the Internal Revenue Code and the Treasury Regulations.

4. Operating Income and Losses Prior to Credit Delivery: At the discretion of the RJAHI Fund, Operating Income and Losses attributable to the period prior to the start of Credit delivery may be specially allocated to the General Partner.

F. **Developer and Development Fee:**

1. Developer: HTG Astoria Developer, LLC.
2. Estimated Development Fee: $4,821,712.
3. Development Fee is currently estimated to be paid as follows:
   a. 20% of Payable Development Fee at Closing, currently estimated to equate to $747,617.
   b. 10% of Payable Development Fee at 50% construction completion, currently estimated to equate to $373,808.
   c. 20% of payable Development Fee at 98% Construction Completion, currently estimated to equate to $747,617.
   d. Balance of Payable Development Fee at Stabilization, minus 8609 holdback of $100,000, currently estimated to equate to $2,852,670.
   e. 8609 delivery, currently estimated to be $100,000.

If necessary, part of the development fee, not to exceed $2,000,000, will be deferred beyond the date of the RJAHI Fund's final capital contribution installment, at an interest rate of 6.00%, and shall be paid in accordance with the terms of allocations of Cash From Operations and Cash from Sale or Refinancing or, if not paid within 15 years after placed-in-service date, from General Partner's capital as described below. Any development fee that cannot be paid by the time of the final capital contribution of the RJAHI Fund or deferred in accordance with the foregoing limitation shall be paid as an excess cost under the Completion Guaranty. It is currently estimated that there will be a deferred development fee in the amount of $1,083,627. To the extent an increase in the deferred fee cap is needed, due to cost overruns, RJAHI may, in its sole discretion, increase the cap amount, so long as the amount of fee being deferred may be repaid within the compliance period and meets RJAHI underwriting metrics.

G. **Reserves**:

1. Replacement Reserve: $36,000 per year (*$300 per unit)* beginning at the earlier of six months after completion of construction or the first month of Stabilized Operations, increased by 3% per year thereafter. In the aggregate, no more than $20,000 will be withdrawn from the Replacement Reserve in any calendar year without the reasonable approval of the RJAHI Fund, unless costs have been expressly approved by RJAHI in the Annual Budget.
2. Operating Reserve: $371,193, (equivalent of 4 months' underwritten operating expenses, debt service and replacement reserves), to be funded into the operating reserve account (the "Operating Reserve Account") at the time of the funding of the Stabilization Capital Contribution. Such Operating Reserve Account shall be maintained for the duration of the Compliance Period (after which, funds on deposit may be released and distributed as Net Cash Flow) and shall be used exclusively to pay for Operating Deficits incurred by the Partnership after the

date of the Stabilization Capital Contribution; provided however, that all withdrawals from the Operating Reserve Account that would cause aggregate draws in any one fiscal year to exceed $20,000 shall be made only with the Consent of the RJAHI Fund, which shall not be unreasonably withheld, delayed or conditioned. Operating Deficits shall be funded first from the Operating Reserve and then under the Operating Deficit Guaranty. Should the balance in the Operating Reserve Account fall below the original amount on deposit within the Operating Reserve Account, Net Cash Flow on each Payment Date will be deposited in the Operating Reserve Account to maintain such minimum balance.

3. All reserves shall be established with a lending institution acceptable to the RJAHI Fund and shall be subject to reasonable withdrawal limitations determined by the RJAHI Fund to be appropriate to ensure the proper use of such funds.

H. **Obligations of the General Partner**:

1. General Partner: HTG Astoria, LLC
2. General Partner's Capital: $0 (estimate).
3. The General Partner agrees that to the extent any deferred development fee has not been repaid from cash flow at the end of fifteen years from the date the property is placed in service (or at the time of removal of the General Partner), they will contribute sufficient capital so that the Partnership can pay any amount of the deferred fee outstanding at that time.
4. The General Partner will provide the following guaranties:
   a. **Completion Guaranty** – The General Partner will guarantee lien-free completion of the Property and will pay any of the below costs that are in excess of the allowed sources of funds (including any allowed deferred development fee). Such costs include costs to:

      (1) acquire the Property and complete construction substantially in accordance with plans and specifications and free from any defects;
      (2) pay all acquisition and construction costs, including any construction period interest, costs, fees, and reserves; and
      (3) pay all operating expenses, debt service and capital maintenance items that exceed rental and other income through the date the RJAHI Fund makes its final capital contribution.

      Any excess costs up to $250,000 shall be considered a loan payable on par with the priority for payment of operating deficit loans, subject to concurrence with RJAHI tax counsel. Any excess costs beyond that amount shall be considered capital contributions. However, the General Partner will also advance funds as needed during construction if proceeds of financing and/or capital contributions are not yet available to pay such costs. Such advances will be repaid, without interest, once such sources of funds become available.

      The General Partner will also guarantee that the permanent financing will close and that the debt service on the permanent financing will not exceed an amount that would allow the Partnership to achieve Stabilized Operations within a reasonable time. Any reduction in principal amount

of, or interest rate on, the permanent financing necessary to achieve Stabilized Operations will be considered an excess cost to be funded under the Completion Guaranty. RJAHI shall consider a reduction in permanent financing amount in the event cost savings create an opportunity to do so.

In the event that certain repurchase events occur, prior to RJAHI's final equity contribution, the RJAHI Fund shall have the right, after any cure periods, to require the General Partner to repurchase the RJAHI Fund's interest for a price that returns 100% of its investment to date plus interest at long-term AFR and any tax liability attributable to such payment less the amount of any tax credits received by RJAHI and not otherwise disallowed or subject to recapture. Examples of such events include failure to complete construction, achieve breakeven operations or achieve Stabilized Operations by agreed-upon dates, failure to replace withdrawn commitments for, or close, permanent financing, failure to qualify for at least seventy (70%) of the expected Credits, etc.

b. **Tax Credit Guaranty** – Guaranty that expected Credits will be available to the RJAHI Fund and Credits taken will not be recaptured. If the actual annual Credits available to the RJAHI Fund in any year are lower than the Credits expected, the General Partner shall reimburse the RJAHI Fund for the shortfall on a dollar for dollar basis. If it is determined that the shortfall in Credits will apply to future years as well, the General Partner will refund an amount equal to the present value of those future credits. If the RJAHI Fund is subject to recapture (including disallowance of credits) of previously claimed credits, the General Partner shall reimburse the RJAHI Fund for its recapture amount. To the extent that payments in respect of the Tax Credit Guaranty are taxable, the payments shall be grossed-up to reimburse the RJAHI Fund for the tax liability.

The General Partner will not be obligated if the reduction in the amount of Credits or recapture is a result of a change in the tax law or the disposition by the RJAHI Fund of its interest.

To the extent that the General Partner has no obligation to compensate the RJAHI Fund for reduced or recaptured Credits or fail to make payments due to the RJAHI Fund under the Tax Credit Guaranty, the amounts necessary to compensate the RJAHI Fund, plus interest at long-term AFR, will be paid as a priority from all available cash, including Cash From Operations or Sale Proceeds. In the case in which the General Partner is obligated to make payments under the Tax Credit Guaranty but fails to do so, such cash distributions shall not reduce the General Partner' obligations except to the extent that cash distributions paid to the RTJCF Fund would have otherwise been paid to the General Partner.

This guaranty shall apply to a period that ends at the end of the LIHTC compliance period.

c. **Operating Deficit Guaranty** – Guaranty that the Partnership will have sufficient funds to remain current in its obligations during a specified period and that the General Partner will make subordinated, interest-bearing loans to the Partnership to the extent necessary to meet obligations, debt service and the funding of reserves, for the period beginning with the Stabilization Capital Contribution and ending on the December 31st which (i) is at least three (3) years following the Stabilization Capital Contribution and on which each of the following is true:

(1) In the preceding calendar year, the Partnership has achieved a 1.15:1 debt service coverage ratio (1.20:1 for bond debt), determined on an annual basis as shown in the audited financial statements for such year;
(2) The General Partner has not been required to make any payments or loans to the Partnership under the Operating Deficit Guaranty in the preceding twelve months;
(3) The Partnership is current with regards to all liabilities;
(4) The Partnership's Replacement Reserve account balance is an amount equal to 60% of the Annual Replacement Reserve times the length of time since completion of construction or rehabilitation; and
(5) The General Partner has not been obligated to make any payments under the Tax Credit Guaranty within the preceding three calendar years.
(6) The balance in the Operating Reserve Account must not be less than the original amount on deposit within the Operating Reserve Account.

Notwithstanding any termination of the Operating Deficit Guaranty Period or any limitation on the maximum liability of the General Partners under the Operating Deficit Guaranty, the General Partners shall also be responsible throughout the entire Compliance Period for deficits attributable to the failure to obtain or the loss of any property tax abatement expected to be received by the Project.

Operating deficit loans shall bear interest at a rate of Prime +2% per annum and shall be payable on a subordinated basis from available cash, including Cash from Operations and Sale Proceeds.

The maximum obligations of the General Partner under this Operating Deficit Guaranty will not exceed $742,385 (approximately eight (8) months' underwritten operating expenses, debt service and replacement reserves).

5. The General Partner shall pledge its interests in the Partnership to secure their obligations under the Limited Partnership Agreement.

I. **Obligations of the Guarantors:**

1. Guarantors: The General Partner, Randy Rieger, LLC and the Balogh Family Partnership, LLC.

2. Guarantors shall collectively have a minimum net worth of $5,000,000 ($1,000,000 liquid). Once the RJAHI Fund's final capital contribution is due, as mutually agreed upon, Guarantors shall collectively have a minimum net worth of $2,000,000 ($500,000 liquid). Distributions from entity guarantors shall be restricted to the extent that any distribution would reduce the net worth of the Guarantors below the prescribed minimums.

3. Guarantors guarantee that the General Partner will perform certain obligations under the Partnership agreement, including, without limitation, guarantees, adjusters, environmental indemnification, repurchase obligations, the obligation to make a capital contribution as and when required to pay deferred development fee and that the developer will perform all of its obligations under the Development Agreement.

4. Guarantors shall provide such due diligence information as is necessary for RJAHI to ascertain their ability to perform under the guaranty of the General Partner's and Developer's obligations. Such information may include, without limitation, organizational and authority documentation for entity Guarantors, financial and tax return information, industry experience, references, credit inquiries and similar information. By execution of this letter, Guarantors agree to provide this information and authorize RJAHI to make third-party inquiries with respect to such matters.

J. **Total Depreciable Basis:** Approximately $29,822,857.

1. Approximately $26,921,948 (90.27%) - 30 year depreciable property
2. Approximately $870,273 (2.92%) - 15 year depreciable property
3. Approximately $290,091 (0.97%) - 5 year depreciable property
4. Approximately $1,740,545 (5.84%) – Bonus depreciable property

K. **Financing**:

1. Construction Financing
   a. Lender: Fifth Third Bank.
   b. Amount: $17,300,000 (estimated).
   c. Rate: SOFR + 250 bps, with a 75bps SOFR floor, resulting in a current estimated rate of 4.25%.
   d. Terms: To be determined.
   e. Maturity: 24 months.

2. Permanent Financing - First Mortgage
   a. Amount: $8,400,000 (estimated).
   b. Lender: Grandbridge.
      (1) Amount at conversion may be adjustable by +/- 10%, subject to those amounts being underwritten and approved by the Investor Limited Partner and RJAHI, prior to Closing.
   c. Funds at stabilization.
   d. Non recourse.

e. Not tax-exempt bond financed.
f. Term (years): 15 years after conversion.
g. Amortization period (years): 40 years (estimated).
h. Interest rate: 5.25% (estimated).
    i. Fixed.
    ii. Annual payment: Not to exceed an annual payment that shall not account for a debt coverage ratio of less than 1.20x. Annual payment currently estimated to be $502,861.

3. Permanent Financing – Second Mortgage
    a. Amount: $4,750,000.
    b. Lender: FHFC – SAIL .
    c. Funds during construction.
    d. Non recourse.
    e. Not tax-exempt bond financed.
    f. Term (years): 30 years.
    g. Amortization period (years): Interest only.
    h. Interest rate: 1.00% (estimated).
        i. Fixed.
        ii. Soft debt. Hard debt payments not required.

4. Permanent Financing – Third Mortgage
    a. Amount: $600,000.
    b. Lender: FHFC – SAIL ELI.
    c. Funds during construction.
    d. Non recourse.
    e. Not tax-exempt bond financed.
    f. Term (years): 30 years.
    g. Amortization period (years): Interest only.
    h. Interest rate: 0.00% (estimated).
        i. Fixed.
        ii. Soft debt. Hard debt payments not required.

5. Permanent Financing – Fourth Mortgage
    a. Amount: $713,400.
    b. Lender: NHTF.
    c. Funds during construction.
    d. Non recourse.
    e. Not tax-exempt bond financed.
    f. Term (years): 30 years.
    g. Amortization period (years): Interest only.
    h. Interest rate: 0.00% (estimated).
        i. Fixed.
        ii. Soft debt. Hard debt payments not required.

6. Permanent Financing – Fifth Mortgage
    a. Amount: $4,000,000.
    b. Lender: To be determined.
    c. Funds during construction.
    d. Non recourse.
    e. Not tax-exempt bond financed.

f. Term (years): 30 years.
g. Amortization period (years): Interest only.
h. Interest rate: 0.00% (estimated).
   i. Fixed.
   ii. Soft debt. Hard debt payments not required.

L. **Other Sources**

1. N/A.

M. **Pre-Development Financing**

1. RJAHI will provide a Pre-Development Loan up to an amount of $1,500,000 at an interest rate of Prime + 1.00%, subject to execution of this Letter of Intent.
   1. This PDL will require a pledge of unearned, but payable fee from other HTG developments under construction in which a RJAHI fund is the LP, only in an amount necessary to cover the amount of the PDL, in addition to the typically required guarantees.

N. **Schedules.**

The following preliminary schedules have been prepared by RJAHI to reflect its understanding of the transaction. These schedules will be finalized based on due diligence and become a part of the definitive documentation described below:

1. Sources and Uses of Funds schedule (reflecting conditions at completion) is attached as Schedule A.
2. Construction Sources and Uses of Funds is attached as Schedule B.
3. Pro Forma Operating Budget is attached as Schedule C.

O. **Definitive Documents**

All of the terms and conditions of the investment shall be set forth in definitive documents to be negotiated by the parties including but not limited to an Amended and Restated Operating Agreement, together with certain closing exhibits (including various Guaranty Agreements). Such documents shall be consistent with the terms and conditions set forth in this letter with such changes as the parties may agree are appropriate. Once executed, the definitive documents shall supersede this letter, which shall be of no further force or effect. RJAHI will begin preparation of the definitive documents upon the completion of our due diligence to our satisfaction, as determined in our sole discretion.

II. INFORMATION REQUIRED BY THE RJAHI FUND – DUE DILIGENCE AND REPORTING REQUIREMENTS

The specific information required by the RJAHI Fund prior to Closing, as a condition of making its capital contribution, and on an ongoing basis throughout the term of the Partnership, are as follows:

A. Before closing, the RJAHI Fund will require receipt of those items set forth in Appendix A.
B. Before making its various capital contribution installments, the RJAHI Fund will require receipt of those items set forth in Appendix B.
C. The RJAHI Fund will require reports from time to time, as described in Appendix C.

III. THE RJAHI FUND EXIT RIGHTS

The General Partner shall have the right to acquire the interest of RJAHI at a fair market value.

The RJAHI Fund shall have the right to require the General Partner to acquire its interest after the end of the compliance period for a price equal to the amount the RJAHI Fund would receive if the Partnership sold the Project at fair market value, paid its debts and distributed the remaining assets in accordance with the provisions relating to distribution of sales proceeds. If the General Partner fail to acquire the RJAHI Fund's interest, then the RJAHI Fund shall have the right, without the concurrence of the General Partner, to order a sale of the Project.

IV. OTHER ASSUMPTIONS TO CLOSING

1. Prior to Closing, there shall have been no changes in tax laws or Treasury pronouncements, or changes in interpretations of existing tax issues that would materially and adversely affect this investment.
2. In the event an investment in the Partnership requires HUD Previous Participation Certification (HUD Form 2530), the RJAHI Fund and its Investor Limited Partners are willing and able to request and obtain HUD 2530 approval in accordance with the filing requirements promulgated by HUD.
3. RJAHI and the RJAHI Fund's review and approval in its sole discretion of all due diligence materials, including the construction and permanent loan commitments, proposed extended use agreement, real estate, plans and specifications, market study (including any additional market studies determined by the RJAHI Fund and the fund to be necessary - at the Partnership's expense), basis for the Credits, operating budgets, construction and lease-up budgets, current financial statements of the General Partner, other guarantors and their affiliates, verification of background information to be provided by the General Partner and their affiliates, and references to be provided by the General Partner.
4. Satisfactory inspection of the property by RJAHI and the RJAHI Fund investors.
5. Approval by the Investment Committee of RJAHI and the RJAHI Fund investors of the terms and conditions of the investment in their sole discretion based on then current market conditions.
6. Availability of investment funds.
7. The negotiation of definitive documents as described herein (and this Agreement shall terminate if all such documents are not executed and delivered by the Closing date).
8. Fifth Third Bank shall have right of first refusal for construction debt in its entirety.
9. Grandbridge shall provide the permanent debt.

V. TERM

The initial term of this Agreement shall be for a period beginning on the date of this letter and ending on a date no later than February 1, 2023 (the "Termination Date"); provided, that RJAHI may terminate this Agreement by giving at least 10 days written notice if it determines, in the exercise of its

sole discretion that the conditions to closing are unlikely to be met. This Agreement shall automatically expire if the closing has not occurred by the Termination Date; however, RJAHI may extend the Termination Date up to 90 days beyond the initial date and both parties may mutually agree in writing to an extension of more than 90 days after the initial date. If due diligence activities and negotiation of definitive documents continue beyond termination of this Agreement, the parties shall not be bound hereunder, but only to the extent provided in definitive documents or other written agreements that are actually executed and delivered.

VI. EXCLUSIVITY

You acknowledge that the RJAHI Fund will expend significant effort and expense, and may forego other investment opportunities, in connection with its best efforts to effect a Closing. You agree that you will not solicit or entertain any offers by other parties to acquire an equity interest in the Partnership during the Term of this Agreement. Furthermore, you agree to pay the RJAHI Fund its $25,000 due diligence/legal reimbursement fee and to reimburse it for the due diligence expenses described below, up to a maximum of $25,000, if the Investment does not close, unless such failure to close was due to RJAHI inability to obtain Investment Committee or Investor approval.

The Partnership must provide at its expense a legal opinion acceptable to RJAHI. If required by an Investor in connection with its admission to the RJAHI Fund subsequent to the Closing of the Investment, such opinion must be updated and reissued at Partnership expense.

VII. DUE DILIGENCE FEES

At the Closing, the Partnership shall pay $25,000 to the RJAHI Fund as a due diligence/legal reimbursement fee in respect of the costs associated with the due diligence process and preparation of Partnership documents and legal opinions. You will be responsible for payment of the $25,000 due diligence/legal reimbursement fee whether or not the Investment closes, unless such failure to close was due to RJAHI inability to effect the Closing.

VIII. DUE DILIGENCE EXPENSES

Due diligence expenses for third party reports (described in Appendix A hereto) ordered by RJAHI shall be paid by the Partnership regardless of whether the Partnership has separately obtained such reports, including without limitation: appraisal, environmental reports, subsurface investigation report, preconstruction review and construction inspections. Generally, such expenses shall be paid by the Partnership in connection with the Closing. If and to the extent that these expenses are paid by RJAHI, they shall be reimbursed by the Partnership regardless of whether or not the Investment closes, unless such failure to close was due to RJAHI inability to effect the Closing. In an effort to minimize third party diligence expenses, RJAHI will endeavor to work with lenders and the FHFC underwriter to coordinate third party reports.

IX. CONFIDENTIALITY

This letter is delivered to you with the understanding that neither it nor its substance shall be disclosed to any third party except those who are in a confidential relationship with you, or where the same is required by law.

X. ACCEPTANCE

If these terms and conditions are acceptable to you, please sign and return one copy of this memorandum. If not accepted by July 22, 2022, this offer shall terminate.

By acceptance of this letter, you authorize Raymond James Affordable Housing Investments, Inc. to make any credit inquiries that we may deem necessary as part of our underwriting process. These credit inquiries may be performed on the General Partner, Guarantors, or any significant business operation of General Partner or Guarantors. This authorization also applies to follow-up credit inquiries that we may deem necessary after our admission to the Partnership.

Since 1987, Raymond James Tax Credit Funds and our affiliates have been involved with the development of affordable housing. We have provided equity for more than 2,200 properties nationwide. We look forward to working with you.

Sincerely,



_____
Sean Jones
VP - Director of Acquisitions
Raymond James Affordable Housing Investments, Inc.

Accepted:

_____ _____
By: General Partner Date

Appendices:

Appendix A - Pre-Closing Due Diligence
Appendix B - Due Diligence Requirements for Capital Contribution Installments
Appendix C - Reports

APPENDIX A
PRE-CLOSING DUE DILIGENCE

The closing of the acquisition by the RJAHI Fund of an interest in the Partnership shall be subject to the satisfactory completion of due diligence by the RJAHI Fund. In connection with such due diligence, the General Partner shall provide certain information and closing exhibits at the cost of the Partnership, including but not limited to the following:

I. EVIDENCE OF TAX CREDIT ALLOCATION:

A. 42(m) letter at Closing.

II. MULTI-PHASE PROJECTS

The project cannot be part of a multi-phase development or be subject to or require any cross use or cross easements without the RJAHI Fund's reasonable written approval. If it is intended that the project will be part of a multi-phase development or if the project is being built on part of a larger parcel of land controlled by the developer/General Partner or any affiliate, this information must be disclosed to the RJAHI Fund as soon as possible and prior to closing so that issues such as cross use and cross easements can be approved by the RJAHI Fund. No cross default provisions with respect to other projects will be permitted. The RJAHI Fund shall have a right of first refusal to invest in any Section 42 project that is part of a subsequent phase. In the case of a second or later phase of a multi-phase project, Stabilized Operation must be achieved without reducing occupancy with respect to prior phases (*i.e.*, the RJAHI Fund must determine in its sole discretion that Stabilized Operation was not achieved at the expense of earlier phases).

III. LEGAL OPINIONS

The Partnership must provide a legal opinion (form available upon request), in form and substance acceptable to the RJAHI Fund's counsel confirming, among other things:

A. Valid formation and good standing of the Partnership, the General Partner, the Guarantors, and the Developer;
B. The RJAHI Fund's admission as the sole member of the Partnership;
C. No material litigation;
D. Due execution, delivery and enforceability of documents; and
E. Limited liability of the Partnership.

IV. MANAGEMENT AGREEMENT AND LEASE

The Partnership must provide an executed management agreement, including management plan detailing inspection requirements, tenant screening procedures, etc. and a form of the tenant lease to be used with respect to the Project.

V. RENT LIMITATIONS

The Partnership must provide a list of all rent and income limitations to which the project is subject, including any limitations in excess of those imposed by Section 42 of the Code (e.g. restrictions related to HOME or other financing), or restrictions contained in the extended use agreement.

In addition, the Partnership must provide a list of all other commitments made with respect to the Project, including without limitation (i) facilities (such as community center, laundry facilities, playgrounds and pools), (ii) services (such as supportive services for the elderly or special needs tenants, and (iii) tenant populations (such as elderly, handicapped, HIV, etc.).

VI. DOCUMENTATION AND COMMITMENTS FOR ALL CONSTRUCTION AND PERMANENT LOANS.

A. If the permanent loan documents have not been executed, the General Partner agrees that they will provide the RJAHI Fund with drafts of such documents and will not execute such documents until they are in a form acceptable to the RJAHI Fund.

B. Fixed interest rate. Each permanent loan must bear a fixed interest rate through the end of the 15-year compliance period. Fixed rate does not include "synthetic" fixed rates accomplished through use of swaps or other financial derivatives. The fixed rate shall be locked prior to or at the time of the admission of the RJAHI Fund to the Partnership.

C. Non-recourse loans.
   1. All permanent loans, except as noted above, shall be non-recourse loans.
   2. The note for each non-recourse loan shall contain language similar to the following:

      "Notwithstanding anything stated herein or elsewhere to the contrary, Borrower and the general and Partnerships of the Borrower shall have no personal liability hereunder whatsoever and the Lender's sole recourse for payment shall be to the assets that are subject to the Mortgage."

D. Each permanent loan shall include the following provisions:
   1. To notify the General Partner and the RJAHI Fund of any default.
   2. To give the General Partner and the RJAHI Fund the right to cure any default.

E. No construction or permanent loan will require the RJAHI Fund to execute any document to which the lender is a party, including without limitation any acknowledgement or consent.

F. No permanent loan may require the Partnership to maintain a debt service coverage ratio on an ongoing basis (*i.e.*, at any time after initial sizing of the permanent loan).

VII. MARKET STUDY

An independent market study ordered and paid for by RJAHI within six months of the RJAHI Fund's closing with its equity investor, indicating the demand for units by prospective

tenants with tax credit eligible incomes at the proposed rents assuming no rental subsidies are available to the property, and demonstrating that the proposed rents provide at least a 10% rental rate advantage, acceptable to the RJAHI Fund compared to market alternatives.

VIII. APPRAISAL

An independent appraisal of the property, completed at the cost of the Partnership within one year of closing by a qualified independent appraiser acceptable to the RJAHI Fund, which shall include a projected operating budget for the Project prepared by the appraiser.

IX. SOILS REPORT

The Partnership will provide at its cost a subsurface investigation report detailing any unusual soils conditions that must be addressed during construction of the Project. A geotechnical engineer shall be retained by the Partnership for periodic inspections of site preparations and shall provide reports to the Partnership.

X. PHASE I ENVIRONMENTAL REPORT

Environmental reports must be completed within six (6) months of the closing date and must be acceptable to the RJAHI Fund and must meet the following requirements:

A. Must be a Phase I report performed to ASTM E 1527-05 by a qualified third party environmental firm that is acceptable to the RJAHI Fund and has a minimum of $2 million in errors and omissions insurance (which limit shall not be effectively reduced by contractual agreement with the Partnership).

B. The ESA Report shall be completed prior to acquisition of the property, but no more than 180 days prior to the acquisition date. If the property is not acquired within 180 days from the date of the ESA, an update to the ESA must be obtained prior to the property being acquired. If the property is not acquired with in the 180 days, but is acquired within one year of the date of the ESA an updated database search including opinion letter should be obtained prior to acquiring the property. If the property will not be acquired within one year from the data of the ESA a full updated or new ESA is required.

C. The environmental firm must provide a reliance letter allowing the RJAHI Fund to rely on the report and, if the report is addressed to someone other than the Partnership, allowing the Partnership to rely on the report.

D. If the Project involves the acquisition of existing buildings, the environmental report shall address lead based paint, asbestos, radon, lead in drinking water, etc. The environmental firm must test for the presence of such contaminants, provide the results of the testing and make recommendations for abatement and for an O & M plan addressing, to the extent required, continued monitoring and/or maintenance required to address these environmental conditions.

If the environmental reports disclose environmental conditions, the Partnership must provide a plan acceptable to the RJAHI Fund to abate or remediate such conditions.

Any costs required to provide these reports and address these environmental requirements shall be the responsibility of the Partnership.

XI. PRE-CONSTRUCTION REVIEW

An independent consulting architect/engineer will be engaged by the RJAHI Fund (but paid by the Partnership) to perform a pre-construction soils and plan review, and cost analysis. If such an analysis has already been performed, subject to our approval, a copy will be sufficient. The following items need to accompany the report or be provided so that the RJAHI Fund can order the report:

A. Plans and specifications prepared by a qualified architect with errors and omissions insurance not less than the greater of (i) $250,000, or (ii) 10% of the construction contract amount.
B. A site plan prepared with the benefit of the survey, locating all matters of public record (easements, rights of way, setback requirements, etc.)
C. Construction budget (itemized by trades).
D. A construction schedule, and construction cash flow projections, including construction period interest and loan advances.
E. Construction general contract and evidence of a 100% payment and performance bond or a letter of credit equal to or greater than 15% of the construction contract amount.
F. Copies of the agreements between the developer and all design professionals - architectural, engineering, landscaping, etc.
G. Resumes for the general contractor and architect.
H. If the property is located in a high-risk earthquake/seismic zone, the pre-construction review should include a discussion regarding the plan's conformance with construction standards for the area as set forth under the Uniform Building Code.

XII. CONSTRUCTION CONSULTANT

An independent consulting architect/engineer will be engaged by the RJAHI Fund but paid by the Partnership to undertake the following:

A. Periodic work-in-place inspections, as specified by the RJAHI Fund.
B. A certification delivered after completion, to the effect that the project has been built in accordance with the plans and specifications, the recommendations in the soils report, and the applicable requirements of the ADA Act (the RJAHI Fund will pay for this post-completion report).

XIII. OWNER'S TITLE INSURANCE POLICY

An owner's title insurance policy will be obtained by the Partnership in the amount equal to the sum of all permanent financing and projected tax credit equity that meets the RJAHI Fund Title Insurance Requirements (available on request), which will include coverage for loss of tax credits if the Project is a nonconforming use. In situations in which the RJAHI Fund or its counsel must engage in significant negotiations with the title agent or Partnership to obtain an acceptable policy, the Partnership shall reimburse the RJAHI Fund for such costs.

XIV. SURVEY

The Partnership shall obtain An American Land Title Association ("ALTA") or equivalent survey of the property, prepared by a surveyor licensed by the state, and which has been prepared with the

benefit of the owner's title insurance commitment showing the location of all easements, setbacks, and other matters affecting the property. A copy of the RJAHI Fund Survey Requirements is available upon request.

XV. PERFORMANCE BOND

Evidence that the Partnership has either the benefit of a 100% payment and performance bond from the general contractor, or a Letter of Credit equal to or greater than 15% of the construction contract amount.

XVI. INSURANCE

The Partnership shall obtain all insurance policies required by RTJCF Insurance Requirements (available upon request) as set forth in the definitive documents, including but not limited to:

1. Builder's Risk;
2. Special perils (all risk) insurance;
3. Comprehensive general liability insurance;
4. Rental loss insurance;
5. Flood insurance at full replacement cost, if located in Flood zones A or V;
6. Workmen's Compensation Insurance for Management Partnership and General Contractor;
7. General Contractor liability insurance;
8. Seismic/earthquake insurance, if required; and
9. Sinkhole/mine subsidence insurance, if required.

Copies of such policies shall be provided to RJAHI. Numbers 2, 4, 5 and 6 above may be deferred to completion unless the Project involves the acquisition and rehabilitation of existing buildings.

XVII. GENERAL PARTNER AND GUARANTOR BACKGROUND INFORMATION

Information with respect to the General Partner and Guarantors, including without limitation organizational, industry experience, reference and financial and tax return information.

APPENDIX B
DUE DILIGENCE REQUIREMENTS FOR CAPITAL CONTRIBUTION INSTALLMENTS

The RJAHI Fund will release its capital contribution installments according to the following schedule. In order to allow sufficient time for review by the RJAHI Fund and its legal counsel, please allow not less than five business days from our receipt of all items prior to payment (assuming no issues are identified that would require more time to resolve):

I. CONTRIBUTIONS PRIOR TO 98% COMPLETION OF CONSTRUCTION

Estimated $2,831,633 (20%)

The following documentation, without limitation, will be provided prior to the release of any funds:

A. A certificate from the General Partner confirming construction progress, no defaults, etc.
B. To the extent not previously delivered to the RJAHI Fund, items described in Appendix A.
C. Evidence acceptable to the RJAHI Fund that:
    1. The RJAHI Fund has been admitted as the sole Partnership.
    2. Closing of the construction loan has occurred and permits or a permit ready letter has been received.
    3. The Partnership has been issued commitments for each Mortgage Loan.
    4. The Partnership has been issued a 42(m) letter from the state agency and has continued to comply with all requirements of the state agency allocating the credits.

During construction, even if draws of equity are not being made, the General Partner will provide the RJAHI Fund with all copies of AIA draw forms or their equivalent that are submitted to lenders. Such copies should include back-up materials, detail construction progress, costs incurred to date, costs to complete and any change orders.

II. CONTRIBUTION AT 98% COMPLETION OF CONSTRUCTION

Estimated $1,415,817 (10%) paid at later of July 1, 2024 or 98% Construction Completion. Funds may be used as payment toward retainage or construction debt reduction.

The following documentation, without limitation, will be provided prior to the release of any funds:

A. Receipt of the temporary certificates of occupancy for all units;
B. A certificate from the General Partner confirming construction progress, no defaults, and in the form required by the Partnership Agreement.
C. Any Draw Requests including all supporting materials.
D. A letter from the architect stating that the building and all other permits necessary to commence construction have been received.
E. An Affidavit of Non-Foreign Status on behalf of the Partnership.
F. A conditional payoff letter from the contractor. Such letter shall state that all amounts payable to the contractor have been paid in full and that the Partnership is not in violation of the construction contract.

G. Confirmation that any Hazardous Materials or other environmental matters disclosed in the environmental reports has been abated.

H. Copies of all insurance policies required by RTJCF Insurance Requirements (available upon request) as set forth in the definitive documents, including but not limited to:
   1. Special perils (all risk) insurance;
   2. Comprehensive general liability insurance;
   3. Rental loss insurance;
   4. Flood insurance at full replacement cost, if located in Flood zones A, V or D;
   5. Workmen's Compensation Insurance for Management Partnership;
   6. Management Partnership liability insurance;
   7. Seismic/earthquake insurance, if required; and
   8. Sinkhole/mine subsidence insurance, if required.

I. Title Rundown.

J. Other documentation as may be reasonably requested by RJAHI in the final Operating Agreement to verify the above conditions have been met.

III. CONTRIBUTION AT LATER OF APRIL 1, 2025 OR 100% COMPLETION OF CONSTRUCTION

Estimated $7,079,083 (50%) paid at later of April 1, 2025 or 100% Construction Completion

The following documentation, without limitation, will be provided prior to the release of any funds:

A. Receipt of all required documentation confirming 100% lien free completion.

B. Other documentation as may be reasonably requested by RJAHI in the final Operating Agreement to verify the above conditions have been met.

IV. STABILIZATION CAPITAL CONTRIBUTION

Estimated $2,731,633 (19%) paid at later of April 1, 2025 or Stabilized Operations.

A. A final payoff letter from the contractor. Such letter shall state that all amounts payable to the contractor have been paid in full and that the Partnership is not in violation of the construction contract.

B. Final lien releases, including subcontractors.

C. Receipt of a certificate of completion in the final form, provided by RJAHI;

D. Receipt of the final certificates of occupancy for all units;

E. Receipt of the audited cost certification from the accountant;

F. Receipt of the As-Built Survey;

G. Receipt of updated title report satisfactory to the RJAHI Fund;

H. Achievement of 100% qualified and 93% physical occupancy;

I. Closing of the permanent loan, which closing may be concurrent with this capital contribution;

J. Achievement of Stabilized Operations, including three (3) consecutive months of a 1.15 debt service coverage ratio on all forecloseable debt (Actuals for insurance, taxes and utilities will be allowed);

K. Other documentation as may be reasonably requested by RJAHI in the final Operating Agreement to verify the above conditions have been met

L. All other requirements under the Operating Agreement have been met (such as delivery of reports and tax information).

V. FORM 8609 CONTRIBUTION

Estimated $100,000 (~1%)

If held back from the Stabilization Capital Contribution, the final capital contribution shall be paid once the RJAHI Fund has received copies of Internal Revenue Service Form 8609 with both Parts I and II completed (provided prior to filing with the IRS), an extended use agreement and a certificate from the General Partner confirming no material defaults, etc.

APPENDIX C
REPORTS

The General Partner will provide the RJAHI Fund with the following reports or information. To the extent that any item described in II or III below is not provided within 10 days after formal written notice from the RJAHI Fund that it is overdue, a per day penalty of $100 shall apply for the first 30 days with respect to any late item and the penalty shall be increased to $200 per day thereafter. All penalties shall be paid by the General Partner from their own funds and not funds of the Partnership.

I. ANNUALLY BY JANUARY 30:

A business report. (the RJAHI Fund will provide the form.)

II. ANNUALLY BY FEBRUARY 15: THE PARTNERSHIP TAX RETURN AND SUPPORTING SCHEDULES

III. ANNUALLY BY MARCH 1:

A. Audited financial statements.

B. A report of agreed upon procedures from the Partnership's accountants or a third-party compliance firm approved by RJAHI to verify that the property meets the IRS and any other Low Income Housing tenant compliance rules regarding tenant rents and incomes:

1. They will review the completed Tenant Income Rent Summary as of 12/31.
2. They will review with the General Partner the rent and income limitations to which the project is subject and stated the limitations and state the limitations in their report.
3. They will determine that the utility allowances are being correctly calculated.
4. They will compare the tenant income amounts to the income limits applicable to the Project under Section 42 of the Code and any other limitations and determine if the tenant income amounts are at or below the limitations.
5. They will compare the tenant rental charges and utility allowances to the limits applicable to the Project under Section 42 of the Code and any other limitations and determine if the rents are at or below the limitations.
6. They will review 20% of the tenant files and determine that the Partnership has obtained the necessary documentation to support the tenant income certifications (as described in Treasury Regulation § 1.42-5 or its successor);

IV. ANNUALLY BY NOVEMBER 1:

An operating budget for the following calendar year in a form acceptable to the RJAHI Fund, comparing the budgeted revenues and expenses to the actual revenue and expenses for the current year.

V. ANNUALLY IN CONJUNCTION WITH INSURANCE POLICY RENEWAL:

Insurance Reports - Evidence of renewal or replacement of required policies along with

copies of endorsements naming the RJAHI Fund to be given 30 days notice in the event of premium due, lapse, expiration, cancellation or non-renewal.

VI. QUARTERLY:

A. Unaudited financial statements (Balance Sheet and Statement of Profit and Loss) within 30 days of the end of each of the first three fiscal quarters, including annual, monthly and year-to-date actual results compared to budgeted amounts.

B. A completed Property Tax Credit and Tenant Analysis with General Partner certification. (We will provide the forms.) If the RJAHI Fund requests, such other supporting documentation, including selected tenant income verifications.

VII. MONTHLY:

The following shall be provided monthly, but only until such time as the RJAHI Fund has made its Stabilization Capital Contribution:

A. Once any units in the Property are leased, unaudited financial statements (Balance Sheet and Statement of Profit and Loss) within 30 days of the end of each month, including annual, monthly and year-to-date budget amounts.

B. Once any units in the Property are leased, rent rolls within 30 days of the end of each month.

C. During construction and to the extent available, copies of all AIA Draw Forms or equivalent submitted to lenders, which should detail construction progress, costs incurred to date, costs to complete and any change orders.

D. Monthly progress updates on construction and lease-up.

E. Copies of the complete initial tenant files for all of the tenants shown on the rent roll including: the tenant income certificates, income verifications, asset verifications, student status certifications, leases, tenant applications and copies of any other documentation required, under Treasury Regulations, to support the income levels stated on the tenant income certificates, and any other supporting information required by the RJAHI Fund. Files should be submitted as they are received, but in no event less frequently than monthly. Each submitted tenant file must be reviewed and accepted as complete by the RJAHI Fund.

VIII. FORMS 8609:

A. Within ninety (90) days after completion of Construction and prior to its submission to the State Agency, the Partnership shall submit to the RJAHI Fund a copy of the completed cost certification ("Cost Certification") prepared by the accountants showing the costs incurred with respect to the Construction of the Project, together with any application for Forms 8609 and/or State Agency Cost Certifications to be submitted to the State Agency or to any other government agency. The General Partner shall not file the application for Forms 8609 and/or the Cost Certification until the RJAHI Fund has advised them that it has reviewed the proposed submission and does not object to its filing, which review the RJAHI Fund shall complete not less than fifteen (15) days before the due date of the filing.

B. As soon as they are available, but in all events prior to the filing of the Forms 8609, the General Partner shall provide to the RJAHI Fund fully completed (as to both Parts I

and II) and executed (by both the State Agency and the Partnership) copies of the Forms 8609 for all of the buildings in the Project. The General Partner shall not file the Forms 8609 until the RJAHI Fund has advised them that it has reviewed the forms and does not object to the filing of the forms, which review the RJAHI Fund shall complete not less than ten (10) days before the due date of the filing.

C. The General Partner shall be solely responsible for the truthfulness and accuracy of all information included in the Forms 8609 notwithstanding any review of said forms by the RJAHI Fund. The General Partner shall provide evidence reasonably acceptable to the RJAHI Fund that the Forms 8609 have been properly and timely filed at the Philadelphia Campus of the Internal Revenue Service.

N0106983.7

Attachment G

August 17, 2022

Mario Robaina
HTG Astoria Ltd.
c/o Housing Trust Group, LLC
3225 Aviation Ave. 6th Floor
Coconut Grove, FL 33133

Re: Astoria on 9th, Bradenton, FL (the "Property"), 120 units

Mr. Robaina:

Thank you for considering Grandbridge Real Estate Capital ("Grandbridge" or "Lender") as a potential permanent lender for Astoria on 9th, located in Bradenton, FL. Based upon our review and analysis of the information you have supplied, we are pleased to provide the following permanent financing loan proposal.

Proposed Financing Terms:

Borrower/Applicant:	HTG Astoria, Ltd. or such other entity acceptable to Grandbridge.
Manager:	HTG Astoria, LLC or such other entity acceptable to Grandbridge.
Developer:	HTG Astoria Developer, LLC or such other entity acceptable to Grandbridge.
Guarantor:	HTG Astoria, Ltd., Randy Reiger, LLC and Balogh Family Partnership, LLC or such other entity acceptable to Grandbridge.
Loan / Purpose:	$8,400,000 to provide permanent financing for the design, development and construction of 120 apartment units with related amenities in Bradenton, FL, subject to final underwriting.
Term:	17.5 years (30 month unfunded forward commitment followed by 15-year term)
Interest Rate:	The interest rate on the Loan (the "Interest Rate") is estimated to be 5.33%, which rate assumes a spread of 2.45% and that the yield on the 10-Year Treasury at the time of rate lock is 2.88% (as of 08/17/2022). The Interest Rate is an estimate and components of the Interest Rate adjust daily and are subject to overall fluctuations in the capital markets.
Commitment Fee:	1.0% of the loan amount

Collateral:	First mortgage; other typical pledges and assignments.
Guarantee:	Non-recourse to Borrower and Guarantor, with standard carve-outs
Loan to Value:	80%
Minimum DSCR:	1.15x based on the actual Interest Rate determined at rate lock.
Amortization Period:	35 Years or 40 Years
Subordinate Financing:	Subordinate Financing will be permitted subject to Grandbridge's approval.
Lending Program:	Fannie Mae or Freddie Mac
Fees:	Borrower shall also pay to Lender for the benefit of Lender and/or Agency (i) a Standby Fee of 15 basis points (0.15%) of the Loan Amount per annum for each year (or partial year on a prorated basis) of the Construction Phase, (ii) a Construction Monitoring Fee per month of the Construction Phase, and (iii) a Conversion Fee of $10,000 upon Conversion. Lender and Freddie Mac shall be entitled to retain the Delivery Assurance Fee.

This mortgage loan proposal is contingent upon final credit approval and completion of the underwriting and due diligence process, including without limitation receipt of appraisals, environmental reports, Grandbridge engineer's reports and all final budgets and operating pro forma, all satisfactory to Grandbridge in its sole and absolute discretion. Either party may terminate negotiations regarding this proposal at any time for any reason and Grandbridge may revoke this proposal and shall have no obligations hereunder if any of the conditions set forth herein are not satisfied as Grandbridge requires in its sole and absolute discretion. We reserve the right to modify and/or add to any terms described in this letter following receipt and review of due diligence materials. The foregoing is intended to summarize the structure and basic terms and conditions (subject to modification upon completion of due diligence by Grandbridge) upon which Grandbridge may provide the financing described herein and is not an inclusive statement of all provisions, documents or requirements of a closing. This proposal letter is not intended to and shall not create a legally binding obligation on the part of Grandbridge.

Sincerely,
Grandbridge Real Estate Capital

By: _____

Name and Title: Serah Lee, Director

Attachment H

FIFTH THIRD BANK

August 18, 2022

Matthew Rieger
Manager of SLP
HTG Astoria, Ltd.
3225 Aviation Avenue, 6th Floor
Coconut Grove, FL 33133

Re: Construction Financing Letter – Astoria on 9th

Dear Mr. Rieger:

We are pleased to advise you that Fifth Third Bank, (the "Bank") is willing, subject to all rules and regulations governing the bank and the terms and conditions contained in this letter, to provide a commitment (the "Commitment") to extend the Construction Loan Facility described in this letter.

In addition to the conditions to funding or closing, the Commitment is subject to (a) the Bank's satisfactory completion of its final due diligence with respect to the Borrower and any affiliated parties (b) the negotiation and execution of a definitive loan and security agreement and other related documentation satisfactory to the Bank, (c) there being no material adverse change in the business, assets, liabilities, properties, condition, results of operations or prospects of the Borrower and its Affiliates since the date of the most recent financial statements furnished by the Borrower to the Bank, and (d) approval by the Bank's final Loan Committee. Pricing and terms are subject to change based on market conditions at the time of closing and further underwriting of the development.

The Bank has completed a preliminary review of the project, and the project meets the Banks underwriting requirements, which includes a 5% vacancy.

The anticipated terms of the Construction Loan are:

Loan amount:	Up to $19,000,000.
Interest rate:	A tax exempt rate of Term SOFR plus 245 bps with a 75 bps Term SOFR floor. As an example, today's rate would be 4.75%.
Loan fees:	Loan origination fees of 75 bps ($150,000) payable at closing.
Term of the loan:	Up to 24 months, interest only monthly, with unpaid principal and interest due at maturity.
Extension Option:	6-month extension option with the payment of a 25-bps fee.
Collateral:	First Leasehold Mortgage and Assignment of Rents and Leases Pledge of all LIHTC Investors capital contributions payable to the partnership. Assignment of unpaid developer fee Assignment of GP interests

Recourse: Guarantee of Payment and Completion from entities acceptable to the Bank

The loan proceeds will be used for the development of a 75-unit affordable housing development in Deerfield Beach, FL. Repayment of the Construction Loan would be from LIHTC capital contributions and funding of the permanent loan.

As part of its normal policies, the Bank does not issue letters prior to loan documents; however, the Bank intends for this letter to serve as a commitment letter for your submission to various governmental entities including FHFC. If an approved facility is not documented and closed by 3/30/2023 then this Commitment shall be null and void.

Fifth Third looks forward to working with you on the proposed financing. Please contact Steve Quasny with any questions at 919.353.3333 or Steven.Quasny@53.com.

Fifth Third Bank

By: *Steven E. Quasny*
Steven E. Quasny
Vice President

HTG ASTORIA, LTD.,
a Florida limited partnership

By: HTG ASTORIA, LLC
a Florida limited liability company,
its Special Limited Partner

By: _____
Matthew Rieger, Manager

Attachment I

HOUSING TRUST GROUP

#1 AFFORDABLE HOUSING DEVELOPER IN FLORIDA

HTG (Housing Trust Group) is a fully integrated, award winning real estate enterprise specializing in the investment, development and management of real estate assets for affordable, workforce, and conventional multi-family residential housing across the Country. HTG is dedicated to providing the best service to our clients and partners and we strive to be dynamic and flexible in order to most effectively deliver the best results.

Since our inception in 1997, HTG and its principals have developed more than 8,000 units of multi-family housing. We have worked closely with local governments in Miami-Dade, Broward, Palm Beach and throughout Florida to support their housing goals. HTG is committed to its residents and continually works on improving and enhancing its communities. Our goal is to provide families and individuals with a safe, clean and comfortable living environment.

HTG is experienced in partnering with local municipalities and non-profit organizations to provide quality affordable housing and beneficial resident services. Important to our success is our ability to develop unique partnerships with both the private and public sectors. As a result HTG has become a national leader in providing fully integrated multifamily development services.

We have also participated in community partnerships with CRAs and non-profit organizations in developments like Courtside Apartments in Miami-Dade County and Douglas Gardens V in Broward County. In 2006, HTG built Green Cay Village, the largest mixed income development in the history of Palm Beach. The 420-unit property includes 160 for sale condos, 160 affordable rental units and 100 for sale townhomes, all located in Boynton Beach. Green Cay is geared towards fireman, teachers, healthcare workers and other professions vitally important to the community. It currently serves as market-rate, workforce and affordable housing all in one property. This development has been widely acclaimed in the local media and in national publications for its attractive pricing, quality upgrades, and its unique energy efficient and environment friendly features. HTG hopes to spur more developments like this in Florida.

HTG provides unit features that go above and beyond what is customarily seen in the industry to make all of our affordable properties look and function like market rate developments. HTG understands the high demand for affordable housing and the limited availability of funding sources. In order to provide the quality we have become associated with, the HTG development team is an expert in leveraging funds and adhering to strict budgets and timelines.

HOUSING TRUST GROUP

FINANCIAL EXPERIENCE & CAPACITY

HTG's experience, track record, and strong relationships with financial partners continually allow us to secure the most competitive terms in the debt and equity markets. With the lack of soft financing available it has become a continued challenge to feasibly structure the necessary sources to develop quality affordable and workforce housing throughout the country and particularly within the State of Florida. Creativity, tenacity, and ingenuity in leveraging all available sources of funding has become a critical component within HTG's success in developing projects of similar scale.

Our team has demonstrated a keen ability to leverage public resources including municipal land and federal and state tax credits to secure additional sources of subsidy. These sources often include Department of Revenue Sales Tax Rebates, FHA-insured mortgages (221(d)(4) and 223(f) loans), Multi-family Mortgage Revenue Bonds, Federal Home Loan Bank Grants, Hope VI, ARRA funds (NSP, TCEP, etc.), HOME Investment Partnership loans, Affordable Housing Partnership loan (AHP), State Apartment Incentive Loan program (SAIL), CDBG, TIF and renewable energy incentives, as well as various other state and local programs.

All funding applications are prepared in-house, as is the financial feasibility analysis to determine the appropriate financial structure for each new development. HTG staff has successfully submitted exemplary Florida Housing LIHTC applications over the last 20 years. This is evident by the number of perfect applications submitted that do not contain deficiencies, guaranteeing our allocation even when challenged by competing developers. Conversely, we are very adept at scouring our competitor's applications for deficiencies that often put our applications in a more competitive position after submission and ranking. HTG has never failed to close on a transaction once they have received an allocation of housing credits. All of our developments have met their placed-in-service deadlines and never fallen out of compliance with governing regulations.

In order to best manage financial risk in our developments, HTG only pursues financing with the most favorable terms from lenders and partners we have experience in working with or from which we can obtain solid references. We are conservative in projecting our income, operating, and development cost. We only hire fully bondable general contractors with solid balance sheets who have a proven track record of bringing developments in on time and on budget. We ensure adequately funded contingencies and reserves to cover unforeseen costs.

HOUSING TRUST GROUP

RESUMES OF KEY PERSONNEL

Matthew Rieger

President and CEO, Housing Trust Group



Matthew Rieger is Manager, President and CEO of HTG, an award-winning, full-service developer of multifamily residential communities whose real estate transactions have exceeded $2 billion in commercial, land and residential developments across Florida, the Southeastern U.S., and Arizona. Prior to joining HTG, Matthew served as an attorney at a large law firm, where he was involved in over $1 billion worth of transactions including acquisitions, development, re-financings, and joint ventures in the United States and abroad. As Manager, President and CEO of HTG since 2011, Matthew has focused on expanding HTG's capacity and development pipeline, bringing greater awareness to the issue of affordable and workforce housing and working alongside industry leaders, public officials and legislators to shape policy that benefits working-class communities and families. Matthew is a native of Miami and is a third generation Floridian. He is a member of the Florida Bar Association and American Bar Association and earned his Juris Doctorate from Nova Southeastern University. Matthew also holds a Bachelor of Arts degree in Geography from the University of Florida.

Randy Rieger

Chairman and Founder, Housing Trust Group



Randy Rieger is the Founder and Chairman of Housing Trust Group, a multi-faceted real estate development company that develops, owns, and manages properties throughout the southeastern United States. The company and its related entities, including RER Family Partnership, Ltd. and RER Family, LLC, specialize in the development of multi-family rental communities, affordable multi-family rentals, multi-family student housing communities, commercial developments and multi-family housing sales. Housing Trust Group has been involved in the development, ownership and management of several thousand units nationwide. Prior to forming Housing Trust Group, for some 25 years, Mr. Rieger served as Vice President, then as Managing General Partner, of Royal Palm Beach Colony, L.P. The company was a large publicly held real estate development company listed on the American Stock Exchange and was actively involved in the development of numerous large-scale communities in Western Palm Beach County, Florida. Under Mr. Rieger's leadership, Royal Palm Beach Colony, L.P. developed the Village of Royal Palm Beach, and nearly 10,000 surrounding acres.

Karen Weller

Chief Financial Officer, Housing Trust Group



Karen Weller has more than 25 years of experience in accounting, finance, treasury, and operations. Prior to joining HTG, she served as VP of Accounting for The Related Group, a large developer of condo, market rate rental, and affordable housing in South Florida. Karen has experience with both privately held and publicly traded companies in the real estate and hospitality sectors. While at LNR Property, Karen participated in structuring complex commercial mortgage-backed securitizations, subordinated commercial mortgage loans, and public debt offerings. Karen is a Certified Public Accountant, Certified Treasury Professional, and also holds a Chartered Professional Accountant designation from Canada. She graduated with a Bachelor of Commerce from the University of Calgary, and spent some time with Deloitte & Touche, where she was able to take advantage of their international secondment program to work in the Caribbean and Central Europe before making a permanent home in South Florida.

Max Cruz

Executive Vice President of Development, Housing Trust Group



Max Cruz is responsible for overseeing multifamily real estate development of affordable housing and market-rate communities. Max has over 19 years of real estate and development experience. Over the course of his career, he has entitled, developed, and overseen construction of over 3,200 rental homes across Florida and closed on over $500 million of rental financing. He has also overseen the development of over 2,300 for-sale homes and $136 million of for-sale financing. Mr. Cruz graduated from Florida International University with a bachelor's degree in Finance.

Chris Suarez

Senior Vice President of Development, Housing Trust Group



Chris Suarez began his real estate career in 2004 and has a diverse set of experience in acquisitions/dispositions, recapitalizations, development, asset management, joint ventures, and operations. During his 16-year career, Mr. Suarez has acquired, capitalized and financed over $500 million of real estate assets including retail, office, multifamily, industrial, hotel, residential, and self-storage. Prior to joining HTG, Mr. Suarez was a Senior Vice President for Lincoln Property Company overseeing acquisition, development, and property management operations within the South Florida region. Chris is a graduate of Brown University, where he earned a Bachelor's Degree in Economics and Political Science. He holds his Real Estate Sales Associate licenses in the state of Florida.

Elon Metoyer

Senior Vice President of Development, Housing Trust Group



Elon Metoyer has over 25 years of experience in the real estate development industry. Over his career, Elon has developed over 3,800 units of housing representing over $400 Million of development activity. He is proficient in all aspects of the development process from conception to disposition and has led several large community development efforts throughout the country. Elon has also worked directly for a housing authority and has served as a development and financial consultant for numerous housing authorities throughout Florida. Elon has expertise with large master planned developments, including being a part of the team selected by the Tampa Housing Authority as the master developer of the Encore redevelopment, a 40-acre master-planned, mixed-use/mixed-income redevelopment community just north of Downtown Tampa's urban core. Elon received his Bachelor of Arts in Geography from the University of California at Berkeley and holds a Master of Arts in City Planning from the Georgia Institute of Technology with a focus on Real Estate Development.

Mario Robaina

Senior Vice President of Finance, Housing Trust Group



Mario Robaina has over 20 years of experience in Real Estate, Investment Banking, and Private Equity Finance. At HTG, Mario has been primarily responsible for structuring, modeling, underwriting, negotiating and closing of a variety of multifamily developments. In addition, he has been involved as the Asset Manager of a portion of HTG's Operating Portfolio. Prior to joining HTG in 2015, he closed over $1 billion in new construction, redevelopment and refinancing real estate transactions including multi-family for sale, market-rate rental, LIHTC rental, commercial, office and industrial developments. Mr. Robaina received his Bachelor of Science degree in Industrial Engineering from Stanford University and holds an MBA from the University of Miami focusing on Finance and Management.

HTG

"Our mission is to provide, without compromise, the highest quality multifamily residential communities in a professional environment and ethical manner."

Matthew Rieger
President & CEO



#1 AFFORDABLE HOUSING DEVELOPER IN FLORIDA

#19 AFFORDABLE HOUSING DEVELOPER IN THE US

RANKED BY AFFORDABLE HOUSING FINANCE

8,000+ UNITS

50 COMMUNITIES

BUILT OVER THE PAST 15 YEARS, WITH 10 NEW COMMUNITIES CURRENTLY UNDER CONSTRUCTION





9% • 4% • HUD • PPP

WE SPECIALIZE IN LEVERAGING ALL AVAILABLE SOURCES OF FUNDING, INCLUDING BOTH PUBLIC AND PRIVATE SECTOR RESOURCES

NAMED ONE OF FASTEST **GROWING** COMPANIES BY REAL ESTATE FORUM MAGAZINE



2018
2019
2020

America's Fastest-Growing Private Companies — Inc. 5000

20 DEVELOPMENTS FUNDED BY FHFC IN THE LAST 3 YEARS

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Housing Trust Group, LLC

FLORIDA



Hudson Village
96 units in Hollywood, FL
Under Construction
High-Rise



The Palms at Town Center
Preserve at River Edge
Luna Trails
Chapel Trace
Grande Pointe
Twin Lakes Estates I & II
Valencia Grove
Oasis at Pearl Lake
Freedom Gardens I&II
Osprey Pointe
Hammock Ridge I&II
Park at Wellington I&II
Campus Club
Whispering Palms
540 Town Center
Groves at Wimauma
The Addison
Oaks at Lakeside
Heron Estates Family.
Venetian Isles
Heron Estates Sr.
Malibu Bay
Colony Park
The Kensington
Marina Bay
Pine Run Villas
Arbor View
Venice Cove
Village Place
Village View
Emerald Palms
Courtside Apts.
Father Marques-Barry
Princeton Park
Isles of Pahokee II
Covenant Villas
Palm Park
Green Cay Village Town Homes and Condos
Douglas Gardens V
Wagner Creek
Max's Landing
Hudson Village
Veranda

Hammock Ridge
104 units in Spring Hill, FL
Completed 2018
Garden Style





Arbor View
100 units in Margate, FL
Completed 2018
Mid-Rise

HOUSING TRUST GROUP MULTIFAMILY PORTFOLIO

	Development Name	Florida County	Building Type	Units	Address	Completion Date	Sources of Funding	Demographic	Status	Total Cost
1	Grande Pointe	Orange	Garden Style	276	1705 Grande Pointe Boulevard Orlando, FL 32839	August-01	FHFC Bonds, Wachovia Bank	Family Affordable	Completed	$ 17,969,282.00
2	Colony Park	Palm Beach	Garden Style	130	8215 Belvedere Road West Palm Beach, FL 33411	May-02	Palm Beach HFA Bonds, FHFC SAIL, Paramount Financial	Family Affordable	Completed	$ 13,241,339.00
3	Emerald Palms	Broward	Duplex	318	5331 SW 43rd Terrace Dania Beach, FL 33314	June-02	Broward HFA Bonds, FHFC SAIL, MMA Financial	Family Affordable	Completed	$ 23,792,185.00
4	The Chateau	Leon	Garden Style	36	511 N. Woodward Avenue Tallahassee, Florida 32304	August-02	Conventional	Students	Completed	$ 4,500,000.00
5	Venice Cove	Broward	Garden Style	150	721 N.W. 19th Street Fort Lauderdale, FL 33311	November-02	Broward HFA Bonds, FHFC SAIL, MMA Financial	Family Affordable	Completed	$ 15,074,942.00
6	Marina Bay	Palm Beach	Garden Style	192	2400 Lantana Road Lake Worth, FL 33462	December-02	FHFC Bonds, Palm Beach HFA Bonds, Palm Beach SHIP, Key Bank	Senior Affordable	Completed	$ 16,145,375.00
7	Venetian Isles I	Palm Beach	Garden Style	288	800 Venetian Isles Drive Lake Park, FL 33403	February-03	FHFC Bonds, Palm Beach HFA Bonds, Palm Beach SHIP, MMA Financial	Family Affordable	Completed	$ 29,426,693.00
8	Preserve at San Luis	Leon	Townhome	190	1560 San Luis Road Tallahassee, FL 32304	August-03	Conventional	Students	Completed	$ 23,000,000.00
9	Groves At Wimauma	Hillsborough	Garden Style	108	5411 Palm Dunes Ct Wimauma, Florida 33598	October-03	Tax Credits and HOME	Family Affordable	Completed	$ 4,300,000.00
10	The Kensington	Palm Beach	Garden Style	163	300 Crestwood Circle Royal Palm Beach, FL 33411	January-04	Conventional	Market Rate	Completed	$ 18,523,429.00
11	Venetian Isles II	Palm Beach	Garden Style	112	800 Venetian Isles Drive Lake Park, FL 33403	February-04	Palm Beach HFA Bonds, FHFC SAIL, Palm Beach SHIP, MMA Financial	Family Affordable	Completed	$ 14,192,003.00
12	Chapel Trace	Orange	Garden Style	312	562 Chapel Trace Drive Orlando, FL 32807	February-04	FHFC Bonds, Wachovia Bank	Family Affordable	Completed	$ 16,249,000.00
13	Malibu Bay	Palm Beach	Garden Style	264	750 Malibu Bay Drive West Palm Beach, FL 33401	April-05	SHIP, City of WPB HOME MMA Financial, HUD 223(f)	Family Affordable	Completed	$ 29,521,257.00
14	Campus Club	Hillsborough	Mid-Rise	64	5651 East Fletcher Avenue Tampa, FL 33617	August-05	Conventional	Students	Completed	$ 12,017,644.00
15	Preserve at River's Edge	Volusia	Garden Style	180	1401 S Palmetto Avenue Daytona Beach, FL 32114	September-05	Conventional	Condominium for Sale	Completed	$ 7,200,000.00
16	The Oasis at Pearl Lake	Seminole	Garden Style	316	1037 Alden Pkwy Altamonte Springs, FL 32714	March-07	Conventional	Condominium for Sale	Completed	$ 12,640,000.00
17	Green Cay Village Town Homes	Palm Beach	Townhome	100	12577 Green Cay Farm Boulevard, Boynton Beach, FL 33437	June-07	Conventional	Workforce for Sale	Completed	$ 2,840,666.00
18	Green Cay Village Condominium	Palm Beach	Garden Style	160	12576 Green Cay Farm Boulevard, Boynton Beach, FL 33437	June-07	Conventional	Workforce for Sale	Completed	$ 4,762,779.00
19	Palm Park f/k/a Green Cay Village Apartments	Palm Beach	Garden Style	160	12575 Green Cay Farm Boulevard, Boynton Beach, FL 33437	August-07	Palm Beach HFA Bonds, FHFC SAIL, Palm Beach SHIP, MMA Financial	Family Affordable	Completed	$ 24,780,341.00
20	Veranda Senior Apartments	Miami-Dade	Garden Style	99	28355 SW 152nd Avenue Homestead, FL 33033	January-12	FHFC MMRB (bonds), 4% Credits, TCEP loan, Miami-Dade County Surtax	Senior Affordable	Completed	$ 20,796,869.79
21	540 Town Center	Pinellas	High-Rise	146	540 2nd Avenue South St. Petersburg, FL 33701	January-13	9% Tax Credits	Senior Affordable	Completed	$ 24,500,000.00
22	Pine Run Villas	Palm Beach	Townhome	63	5212 Sunset Trail Lake Worth, FL 33463	July-13	Palm Beach HFA Bonds 4% tax credits, Palm Beach County NSP2, HOME	Family Affordable	Completed	$ 13,431,509.39
23	Village Place	Broward	Mid-Rise	112	720 NE 4th Avenue Fort Lauderdale, FL 33304	November-14	9% Tax Credits	Senior Affordable	Completed	$ 25,016,991.64
24	Whispering Palms	Pinellas	Townhome & Garden Style	63	601 16th Avenue SE Largo, FL 33771	November-15	Pinellas County , 9% Tax Credits	Family Affordable	Completed	$ 11,000,000.00
25	Valencia Grove	Lake	Garden Style	144	551 Huffstetler Drive Eustis, FL 32726	November-16	4% Tax Credits, SAIL & ELI, Bonds, City of Eustis Grant	Family Affordable	Completed	$ 21,000,000.00
26	Courtside Apartments	Miami-Dade	Mid-Rise	84	1700 NW 4th Avenue Miami, FL 33136	November-16	Miami-Dade HFA Bonds, 4% tax credits, CRA loan, Miami-Dade Surtax	Family Affordable	Completed	$ 20,000,000.00
27	Wagner Creek	Miami-Dade	High-Rise	73	1501 NW 13th Court Miami, FL 33125	January-17	9 % Tax credits, City of Miami HOME	Family Affordable	Completed	$ 22,800,000.00
28	Freedom Gardens	Hernando	Garden Style	96	1130 South Main St. Brooksville, FL 34601	August-17	9 % Tax credits	Family Affordable	Completed	$ 17,300,000.00
29	Park at Wellington	Pasco	Garden Style	110	4369 Sunray Drive Holiday, FL 34691	August-17	9 % Tax credits	Family Affordable	Completed	$ 19,500,000.00
30	Park at Wellington II	Pasco	Mid-Rise	110	4370 Sunray Drive Holiday, FL 34691	March-18	4% Tax credits, SAIL, MMRB Bonds	Family Affordable	Completed	$ 16,800,000.00
31	Hammock Ridge	Hernando	Garden Style	104	8274 Omaha Cir Spring Hill, FL 34606	April-18	9% Tax Credits	Family Affordable	Completed	$ 18,000,000.00
32	Covenant Villas	Palm Beach	Garden Style	144	601 Covenant Drive Belle Glade, FL 33430	May-18	9 % Tax credits	Family Affordable	Completed	$ 21,900,000.00
33	Arbor View	Broward	Mid-Rise	100	3100 N SR 7 Margate, FL 33063	June-18	9% Tax Credits	Senior Affordable	Completed	$ 27,000,000.00

HOUSING TRUST GROUP MULTIFAMILY PORTFOLIO

	Development Name	Florida County	Building Type	Units	Address	Completion Date	Sources of Funding	Demographic	Status	Total Cost
34	Princeton Park	Miami-Dade	Garden Style	150	13105 SW 248th Street, Princeton, FL	December-18	9% Tax Credits	Family Affordable	Completed	$ 34,800,000.00
35	Douglas Gardens V	Broward	Mid-Rise	110	709 SW 88 Avenue Pembroke Pines, FL 33025	March-19	4% Tax credits, SAIL, ELI, MMRB Bonds	Senior Affordable	Completed	$ 24,000,000.00
36	Freedom Gardens II	Hernando	Garden Style	94	290 Revere Road Brooksville, FL 34601	February-19	4% Tax credits, SAIL, ELI MMRB Bonds	Family Affordable	Completed	$ 18,000,000.00
37	Twin Lakes Estates, Phase I	Polk	Garden Style	100	501 Hartsell Avenue Lakeland, FL 33801	March-19	4% Tax credits, SAIL, ELI, MMRB Bonds	Senior Affordable	Completed	$ 17,000,000.00
38	Heron Estates Sr.	Palm Beach	Garden Style	101	2014 W 17 Court Riviera Beach, FL 33404	July-19	4% Tax Credits, SAIL, ELI, Palm Beach County Bonds	Senior Affordable	Completed	$ 20,000,000.00
39	Hammock Ridge II	Hernando	Mid-Rise	92	8234 Omaha Circle Spring Hill, FL 34606	May-19	9% Tax Credits	Senior Affordable	Completed	$ 18,000,000.00
40	The Addison	Manatee	Mid-Rise	90	702 6th Avenue E Bradenton 34208	July-19	9% Tax Credits, SAIL, City of Bradenton CDBG	Family Affordable	Completed	$ 21,600,000.00
41	Luna Trails	Brevard	Garden Style	86	1705 South De Leon Avenue Titusville FL 32780	November-19	9% Tax Credits	Senior Affordable	Completed	$ 16,300,000.00
42	Isles of Pahokee, II	Palm Beach	Garden Style	129	308 Pope Court Pahokee, FL 33476	January-20	9% Tax Credits	Senior Affordable	Completed	$ 15,500,000.00
43	The Palms at Town Center	Flagler	Garden Style	88	Palm Coast, FL	March-20	4% Tax Credits, Workforce, SAIL	Family Affordable	Completed	$ 16,000,000.00
44	Osprey Pointe	Pasco	Garden Style	110	Dade City, FL	June - 20	4% Tax credits, SAIL, ELI MMRB Bonds	Family Affordable	Completed	$ 22,350,000.00
45	Twin Lakes Estates, Phase II	Polk	Garden Style	132	501 Hartsell Avenue Lakeland, FL 33801	Oct-20	4% Tax credits, SAIL, ELI MMRB Bonds	Family Affordable	Under Construction	$ 19,000,000.00
46	Max's Landing	Miami-Dade	Garden Style	76	8905 SW 169 CT	March-21	9% Tax Credits	Family Affordable	Under Construction	$ 16,800,000.00
47	Village View	Broward	High-Rise	100	Fort Lauderdale, FL	April-21	9% Tax Credits	Senior Affordable	Under Construction	$ 31,500,000.00
48	Oaks at Lakeside	Manatee	Garden Style	96	Bradenton, FL	July - 21	9% Tax Credits	Family Affordable	Under Construction	$ 18,000,000.00
49	Father Marquess-Barry Apartments	Miami-Dade	Garden Style	60	301 NW 17th Street Miami, FL 33136	Est. December-21	9% Tax Credits	Family Affordable	Under Construction	$ 12,600,000.00
50	Hudson Village	Broward	High-Rise	96	Hollywood, FL	Est. December-21	9% Tax Credits	Family Affordable	Under Construction	$ 34,900,000.00
51	Lafayette Park	Leon	Garden Style	96	Tallahassee, FL	Est. December-21	9% Tax Credits	Family Affordable	Under Construction	$ 20,400,000.00
52	Valencia Grove, II	Lake	Garden Style	110	Eustis, FL	Est. December-21	4% Tax Credits, SAIL & ELI, Bonds	Senior Affordable	Under Construction	$ 20,200,000.00
53	Oak Valley	Marion	Garden Style	96	Ocala, FL	Est. December-21	9% Tax Credits	Family Affordable	Under Construction	$ 18,100,000.00
54	Heron Estates Family	Palm Beach	Townhouses	79	Riviera Beach, FL	Est. December-21	4% Tax Credits, SAIL & ELI, Bonds	Family Affordable	Under Construction	$ 21,500,000.00
55	Flagler Station	Palm Beach	High-Rise	94	West Palm Beach, FL	Est. December-21	9% Tax Credits	Family Affordable	Under Construction	$ 26,000,000.00
56	Park Ridge	Polk	Garden Style	96	Mulberry, FL	Est. February-22	9% Tax Credits	Family Affordable	Underwriting	$ 21,000,000.00
57	Shoreline Villas	Okaloosa	Garden Style	72	Unincorporated Okaloosa County, FL	Est. February-22	9% Tax Credits	Senior Affordable	Underwriting	$ 16,600,000.00
	Outside of Florida									
58	River Ridge	Cherokee	Garden Style	356	100 River Ridge Drive Canton, GA 30114	March-03	Georgia Bonds, HUD	Family Affordable	Completed	$ 28,423,763.00
59	Reserve at Creekside	Hamilton	Garden Style	192	1360 Reserve Way Chattanooga, TN 37421	June-05	Conventional	Market Rate	Completed	$ 14,122,555.00
60	Forest Cove, Phase I	Hamilton	Garden Style	120	7700 Aspen Lodge Way Chattanooga, TN 37421	August-14	HUD 221(d)(4)	Market Rate	Completed	$ 14,462,555.28
61	Forest Cove, Phase II	Hamilton	Garden Style	72	East Brainerd Road Chattanooga, TN	February-17	HUD 221(d)(4)	Market Rate	Completed	$ 9,000,000.00
62	Aviva	Maricopa	Garden Style	325	8340 East Baseline Road, Mesa, AZ 85209	August-18	HUD 221(d)(4)	Market Rate	Completed	$ 63,937,136.00
63	Aviva Goodyear	Maricopa	Garden Style	288	4175 North Falcon Drive Goodyear, AZ 85395	Est. June-22	HUD 221(d)(4)	Market Rate	Under Construction	$ 68,600,000.00
64	Park Tower	Tarrant	Mid-Rise	90	1209 Jacksboro Highway, Fort Worth, TX 76114	Est. Nov-22	9% Tax Credits	Family Affordable	Underwriting	$ 21,748,408.00

HTG DEVELOPMENT EXPERIENCE





HUDSON VILLAGE

901 S Federal Hwy
Hollywood, Florida 33020

Property Size: 0.87-acres
Property Type: Affordable Family
Community Style: High-rise
Building Height: 8 stories
Number of Buildings: 1
Number of Units: 96
Funding: 9% tax credits.
Completion Date: December 2021

Hudson Village is located a few blocks from Young Circle and just 1.5 miles East of I-95. The site has direct access to other cities and employment hubs.

Hudson Village is a 96-unit family development consisting of one (1) 8-story high-rise concrete building, 2,232 SF multi-purpose room, fitness center, swimming pool deck with lounging areas, business center with computers and over 110 on-site parking spaces.

Resident Programs include Adult Literacy training, Employment Assistance and Financial Management.

Hudson Village will also have a National Green Building Standards (NGBS) Certification upon completion.

HTG DEVELOPMENT EXPERIENCE







UNIVERSITY STATION

309 N. 21st Avenue and 2031 Polk Street, Hollywood, FL 33020

Property Size: 2.5 acres
Property Type: Affordable and Market-Rate
Community Style: High-Rise
Building Height: 8 stories
Number of Buildings: 2

Number of Units: 216 units
Status: Funded, in pre-development

University Station is a proposed new multifamily mixed-income and mixed-use apartment community in partnership with the City of Hollywood that will be developed in two phases families located in Hollywood, Broward County, FL. The residential community, which was designed by Corwil Architects incorporates unique TOD mixed-use design elements for promotion of active use spaces and the future FEC Commuter Rail Transit Center.

The amenities at University Station will include a state-of-the-art clubhouse, commercial spaces for local businesses, pedestrian friendly frontage and access throughout, a large pedestrian plaza, a vertical garden, a large-scale pedestrian bridge connecting both residential buildings, intricate landscaping and paver design elements, and an artistic parking garage with rooftop amenities including a resort style swimming pool, a rooftop soccer field and a basketball court.

University Station is being designed to the National Green Building Standards (NGBS) Certification program.

HTG DEVELOPMENT EXPERIENCE









RAINBOW VILLAGE

2000 NW 3rd Ave, Miami, FL

Property Size: 23 acres
Property Type: Affordable, Public Housing, RAD, Workforce, and Market-Rate
Community Style: Mid-Rise and HighRise
Building Height: 5 stories and 8 stories
Number of Buildings: 10
Number of Units: 1,316 units
Funding: TBD (LIHTC & Private Equity)
Status: Funded; in pre-development

Rainbow Village is a proposed new multifamily mixed income and mixed-use development in partnership with Miami-Dade County that will be developed in various phases under two possible scenarios, Scenarios A and B.

Under Scenario A, HTG proposes to develop the Project Site with 1,014 mixed-income units, including 136 RAD units, subject to the approval of the Project Site rezoning to T-5 under the Miami 21 Zoning Code Successional Zoning process by the City of Miami.

Under Scenario B, HTG proposes to expand the development site by 10.7 acres, which, if realized, may include, (a) an educational component through the redevelopment of the Paul L. Dunbar K-8 Center in partnership with the School Board of Miami-Dade County, Florida; (b) additional mixed-income/market-rate housing through the redevelopment of the 2000 NW 5th Place apartment site in partnership with Mana Wynwood; (c) approximately 70,000+/- square feet of commercial retail and office space; and d) a community center, an early education center, and other community amenities.

HTG DEVELOPMENT EXPERIENCE









COURTSIDE APARTMENTS

1600 NW 3rd Avenue
Miami, Florida 33136

Property Size: 2.31-acres
Property Type: Affordable Multi-Family
Community Style: Mid-rise
Building Height: 6 stories
Number of Buildings: 1
Number of Units: 84
Funding: Southeast Overtown/Park West CRA Loan, Miami-Dade HFA Bonds and Surtax, 4% tax credits.
Completion Date: November 2016

Courtside Family Apartments is located in Miami's historic Overtown district in the Southeast Overtown Park West (SEOPW) CRA, and on the grounds of the County owned Culmer Neighborhood Center. Courtside Family Apartments is a new construction, six-story midrise development with 84 affordable apartments.

The new community aims to create a more pedestrian friendly environment on the grounds of the Culmer Center and serve as a catalyst for future development in the area, as well as provide residents with access to governmental services, small business opportunities, and neighborhood-oriented shopping.

Some amenities include state of the art theater/media room, basketball court, covered outdoor BBQ area, fitness center, computer lab, and library.

HTG DEVELOPMENT EXPERIENCE









MAX'S LANDING

8905 SW 169th Court,

Miami-Dade County, FL 33196

Property Size: 2.71 acres
Property Type: Affordable
Community Style: Garden-Style
Building Height: 3 stories
Number of Buildings: 1
Number of Units: 76 units
Funding: 9% tax credits (with Surtax and HOME financing)
Completion Date: March 2021

Max's Landing (f/k/a Paradise Lakes Apartments) is a new multifamily mixed-income and mixed-use apartment community for families located in Unincorporated Miami-Dade County. The residential community, which was designed by Modis Architects incorporated unique design elements that are traditional to the Traditional Neighborhood Development District.

The amenities at Max's Landing include a state-of-the-art clubroom with full kitchenette, package locker room, media room, electric car charging stations, pool table, business center, fitness center, community gardens, and approx. 11,000 SF of ground floor retail.

Resident Programs at Max's Landing include Literacy Training, Employment Assistance Programs, and Financial Management Programs.

Max's Landing was designed to the National Green Building Standards (NGBS) Certification program.

HTG DEVELOPMENT EXPERIENCE







VILLAGE VIEW

640 N Andrews Ave
Ft. Lauderdale, Florida 33311

Property Size: 0.94-acres
Property Type: Affordable Elderly
Community Style: High-rise
Building Height: 7 stories
Number of Buildings: 1
Number of Units: 100
Funding: 9% tax credits.
Completion Date: August 2021

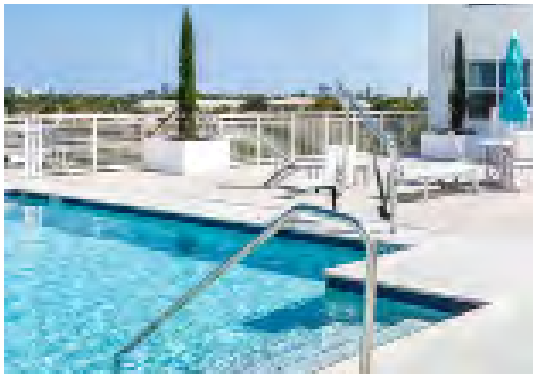
Village View is located in a prime location in the City of Fort Lauderdale near multiple market-rate and affordable housing including HTG's owned and operated affordable senior community Village Place, which has been at 100% since opening in 2014.

The development will incorporate contemporary design elements with two built-in trash chutes on the southeast and southwest wings of the building. The building will include state of the art security system for the safety of our residents.

On-site management offices will be open Monday-Friday from 9AM to 6 PM, Saturday from 10AM to 5 PM and on Sundays from 12 to 4PM.

HTG DEVELOPMENT EXPERIENCE




VILLAGE PLACE

720 NE 4th Avenue
Ft. Lauderdale, Florida 33304

Property Size: 1.08-acres
Property Type: Affordable Elderly
Community Style: Mid-rise
Building Height: 6 stories
Number of Buildings: 1
Number of Units: 112
Funding: 9% tax credits.
Completion Date: November 2014

Village Place is located in in the heart of downtown Ft. Lauderdale, near Las Olas. Village Place Apartments is a new construction, six-story midrise development with 112 affordable apartments targeted for people aged 55-and-older who earn between 25 percent and 60 percent of the area's median income.

The new community aims to create a safe and attractive environment for its residents with access to amenities like a clubhouse, fitness center, library, courtyard, rooftop pool, and private garage parking.

Village Place won the National Association of Home Builder's Silver Award in 2017 for Best of 55+ Affordable Rental Community category.

HTG DEVELOPMENT EXPERIENCE









ARBOR VIEW

3100 N State Road 7
Margate, Florida 33063

Property Size: 2.4-acres
Property Type: Affordable Senior
Community Style: Mid-rise
Building Height: 6 stories
Number of Buildings: 1
Number of Units: 100
Funding: 9% tax credits
Completion Date: June 2018
Services: Computer Training, Daily Activities, Housekeeping/Shopping/Laundry Assistance, 24-hour support for residents.

The 2.5 acre development is located within the city of Margate, Broward County on a major transit corridor, State Road 7.

Arbor View will serve the elderly demographic. The unit mix will consist of sixty-four (64) 1bed/1bath units, and thirty-six (36) 2bed/2bath units. Ninety (90) of the total units will be set-aside for tenants earning at or below 60% AMI, and 10 of the units will be set-aside for tenants earning at or below 33% AMI.

The community will offer a resort style swimming pool, dog park, shuffle board courts, fitness center and many other amenities for our residents.

HTG DEVELOPMENT EXPERIENCE









AVIVA

8340 E Baseline Road
Mesa, AZ 85209

Property Size: 8.62-acres
Property Type: Market-rate
Community Style: Garden, concrete
Building Height: 3 stories
Number of Buildings: 12
Number of Units: 325
Funding: HUD 221(d)4
Completion Date: August 2018

Aviva is one of the newest luxury apartment communities in the growing East Valley that brings green living to the suburbs. At Aviva, you have a contemporary, urban lifestyle with open floor plans, modern apartments and unparalleled common-area amenities. **The development involves HUD Approvals in every stage of the development, as it was financed through a 221(d)4 loan for market rate development. This involves as much compliance and experience as HUD's low-income programs.**

Aviva has one of the largest resort-style pools in the metro area with outdoor jacuzzis, spas, fire pits, cabanas and premium kitchen grills, a state-of-the-art health and wellness center with TRX suspension equipment and spinning studio, a media and game room with a lounge and billiards, co-working spaces and conference room, a basketball court, a jogging path with fitness stations, plus a dog park and childen's playground.

HTG DEVELOPMENT EXPERIENCE









PRINCETON PARK

13105 SW 248th Street, Princeton, FL 33032

Property Size: 8 acres
Property Type: Affordable
Community Style: Garden-Style
Building Height: 3 stories
Number of Buildings: 4
Number of Units: 150 units
Funding: 9% tax credits
Completion Date: January 2019

Princeton Park is a new multifamily mixed-income apartment community located in southern Miami-Dade County. The residential award-winning community, which was designed by Corwil Architects incorporated contemporary, green-focused design elements

The amenities at Princeton Park include a state-of-the-art clubhouse with a clubroom, pool table, lounge seating, fitness center, dog park, playground, walking trail and resort style pool.

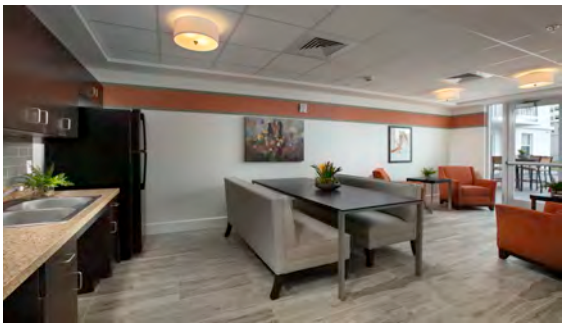
Resident Programs at Princeton Park include Literacy Training, Employment Assistance Programs, and Family Support Coordinators.

Princeton Park was built to the National Green Building Standards (NGBS) Certification program.

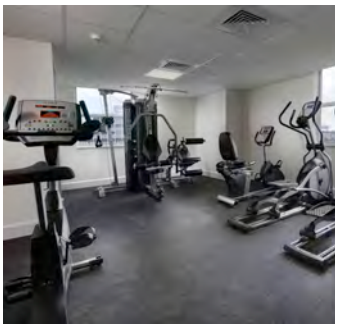
HTG DEVELOPMENT EXPERIENCE











WAGNER CREEK

1501 NW 13th Court
Miami, Florida 33125

Property Size: <0.5-acres
Property Type: Workforce, Affordable and Public Housing
Community Style: High-rise
Building Height: 11 stories
Number of Buildings: 1
Number of Units: 73
Funding: 9% tax credits, Surtax, and HOME
Completion Date: February 2017

Wagner Creek is a new 73 unit mixed-income apartment community in the heart of the Health District. Its ideal location adjacent to University of Miami Hospital, the Miami VA Hospital, and the Civic Center Metro Rail Station makes it a pedestrian friendly TOD community.

To serve the diverse demographics within the Health District, Wagner Creek integrates mixed incomes with 93% of the units set-aside for residents at or below 60% AMI and 7% of the units for workforce housing residents at or below 120% AMI.

Amenities include a rooftop terrace and garden overlooking the City and new Marlins Stadium, state-of-the-art gym, computer lab with wifi lounge, and a large community room. The development achieved National Green Building Standard's silver designation.

HTG DEVELOPMENT EXPERIENCE









FLAGLER STATION

951 Banyan Blvd,
West Palm Beach, Fl 33401

Property Size: 0.76 acres
Property Type: Affordable
Community Style: High-Rise
Building Height: 8 stories
Number of Buildings: 1
Number of Units: 94 units
Funding: 9% tax credits
Status: under construction

Flagler Station is a new multifamily mixed-income and mixed-use apartment community for families located in the City of West Palm Beach. The residential community, which was designed by Corwil Architects incorporated unique contemporary design elements that are traditional to the history of the City.

The amenities at Flagler Station include a state-of-the-art clubroom with full kitchenette, package locker room, media room, linear park, bicycle storage and rental space, pool table, outdoor lounge and seating, fitness center, yoga studio, resort style pool and approx. 2,500 SF of retail.

Resident Programs at Flagler Station include Adult Literacy, Employment Assistance Programs, and Financial Management Programs.

Flagler Station was designed to the National Green Building Standards (NGBS) Certification program.

Attachment J

This assessment identified the following Business Environmental Risks (BERs)/Non-ASTM Scope Items of Concern:

On-Site BERs	Observations
Historic Auto Repair Operations	▪ The subject Property appears to have operated as an automobile sales and repair facility from as early as 1957 to the present. Therefore, this facility operated prior to the promulgation of legislation designed to regulate the handling and disposal of hazardous materials/wastes and petroleum storage tanks, which were implemented between 1976 and 1989. As such, the potential exists for this facility to have operated virtually unregulated. GLE has revealed no compelling evidence to suggest that the Property has been impacted by petroleum and/or hazardous substances at this time. However, based on the historic and current use of regulated/hazardous materials/waste associated with automotive repair activities, and the operation of this facility prior to the promulgation of the current regulations, the use of the Property as an automotive repair facility appears to pose an on-site BER to the Property at this time.
Off-Site BERs	**Observations**
None Identified	▪ No evidence of an off-site BER was identified during the preparation of this report.

ASTM E 1527-13 defines a BER as "a risk which can have a material environmental or environmentally-driven impact on the business associated with the current or planned use of a parcel of commercial real estate, not necessarily limited to those environmental issues required to be investigated in this practice. Considerations of business environmental risk issues may involve addressing one or more non-scope considerations."

Conclusions

We have performed a Phase I ESA in general conformance with the scope and limitations of ASTM Standard Practice E 1527-13, of the Astoria on 9th Property located at 2118 9th Street West, 912 23rd Avenue West, 2212 9th Street West, 2217 10th Street West, and 2228 9th Street West in Bradenton, Manatee County, Florida, 34205, the "Property". Any significant exceptions to, or deletions from, this practice are described in **Section 2.0** of this report.

No RECs, HRECs, or CRECs were identified in connection with the Property.

One (1) BER was identified in association with the Property in the form of the automobile repair activities that appear to have operated from as early as 1957 to the present. It should be noted that a Phase II ESA was completed by Environmental Assessments & Consulting (EAC) in July 2017 with respect to the current and former auto repair operations in addition to the eastern adjoining properties. No soil samples were reported to exceed their respective Soil Cleanup Target Levels (SCTLs). EAC reported exceedances of benzo(a)anthracene (0.57 ug/L) and benzo(b)fluoranthene (0.14 ug/L) in the groundwater sample collected from GP-3 (west of the detail shop), which

exceeded the Groundwater Cleanup Target Level (GCTL) of 0.05 ug/L. EAC concluded that the low level PAH impacts were not indicative of a release from the Property or adjoining properties, but typical of asphalt run-off commonly found in urban settings. EAC did not feel that the presence of these compounds were a significant issue, and did not recommend any further testing of the Property at that time.

GLE did not observe or identify any information to suggest that the Property has sustained a subsurface impact subsequent to the 2017 Phase II ESA.

Recommendations

Based on the findings and conclusions of the Phase I ESA, no additional assessment of the Property is warranted or recommended at this time.

2.0 INTRODUCTION AND OBJECTIVES

2.1 Purpose and Scope of the Environmental Site Assessment

Based upon information provided to GLE, it is our understanding that this Phase I ESA was requested in advance of a pending real estate transaction or prior to foreclosure proceedings. Based on the information provided, GLE assumes that the purpose of this Phase I ESA is to assist Housing Trust Group in its pursuit of the requirements that may be necessary to qualify for considerations under the "Landowner Liability Protection" under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA). This report and the findings contained herein shall not, in whole or in part, be disseminated or conveyed to any other party, nor used by any other party, in whole or in part, without prior written consent of GLE Associates, Inc. (GLE). Furthermore, reliance or use of this report by anyone other than Housing Trust Group is prohibited and therefore not foreseeable by GLE. Any authorized reliance on or use of this report, including any information, conclusions and/or recommendations, will be at the third party's risk. Although performance of an ESA in a manner that is generally consistent with the current American Society for Testing and Materials (ASTM) E 1527-13 Standard is of benefit, it should be recognized that the Standard of "all appropriate inquiry" or "good commercial or customary practice" can only be made on a case-by-case basis, and is subject to judicial interpretation.

The purpose of this ESA was to identify, to the extent feasible, pursuant to the processes described below, if hazardous environmental conditions resulting from petroleum or hazardous substances were associated with the Property, and if surrounding properties have the potential to create adverse environmental conditions at the Property.

Within the report items may be listed as "none were observed" or "none were identified". These statements reflect that the inspector did not physically observe the particular item or could not identify that such data existed for the Property or surrounding Property (i.e.,

AGENDA ITEM NO. 7.c

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 22, 2023

SUBMITTED BY: Robin Singer, Planning & Community Development

ITEM TYPE: Special Use Permit

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: Special Use Permit SU.21.2109 for a Residential Care Center in the UCC, Urban Commercial Corridor, zoning district located at 1803 5th Street West, Bradenton, FL 34205, Parcel ID Number 4493800209.

SUGGESTED ACTION: Approve Special Use Petition SU.21.2109 subject to stipulations.

Is this item Quasijudicial?
Yes

Does this item require a public hearing?
Yes

EXPLANATION:

This is a request of Benjamin Hollins, agent for Facility Service Corporation and 1803 5th Street Land Trust DTD on behalf of the owner, who is requesting a Special Use Permit for a Residential Care Center in the UCC, Urban Commercial Corridor, zoning district. The property is located at 1803 5th Street West, Bradenton, FL 34205, Parcel ID Number 4493800209.

This item is continued from the January 18, 2023 City Council meeting so that public safety issues and economic impact on the area could be assessed and addressed. City Staff met on site and discussed the proposed operations at the facility on March 7, 2023. Representatives from Police and Planning and Community Development met with the petitioners on March 9, 2023 to discuss operations.

The proposed facility will house up to 27 individuals deemed to be at risk youth. The facility formerly housed a youth detention center. Revised plans have been submitted. The petitioner also provided additional information regarding prudent parenting under Department of Children and Families and State Statutes. While operations and procedures have been discussed with staff, an operational plan committing to those procedures has not been provided. A recommended stipulation has been added to require an operational plan.

FINANCIAL IMPACT:
No financial Impact

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Special Use Permit SU.22.2109 subject to the following stipulations:

1. Maintain a non-climb security fence of 10 feet in height. If gated entrance is provided, then the gate must include a method of access to EMS/Police/Fire.
2. Maximum occupancy of the facility will be subject to applicable limitations of the Land Use Regulations, Florida Fire Code and Florida Building Code, but shall not exceed 27 under this approval. Should the Owners wish to increase occupancy in the future, a new special use approval will be required.
3. Submittal of an operational plan consistent with Fire and Building Code and public safety policies.

ATTACHMENTS:
Special Use Permit No. SU.21.2109
Special Use SU.21.2109 Application Package

SPECIAL USE PERMIT NO. SU.21.2109

FINAL ORDER OF THE CITY COUNCIL FOR THE CITY OF BRADENTON GRANTING SPECIAL USE PERMIT NO. SU.21.2109 TO OPERATE A GROUP CARE FACILITY IN THE URBAN COMMERCIAL CORRIDOR ZONING DISTRICT, FOR A 1.074 ACRE PARCEL LOCATED AT 1803 5TH STREET WEST, BRADENTON, FLORIDA, AND MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR FINDINGS OF FACT AND CONCLUSIONS OF LAW; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Facility Service Corporation, as Trustee of the 1803 5th Street Land Trust dated June 6, 2021, (the "Property Owner") owns the property located at 1803 5th Street West, Bradenton, FL, 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 Commercial Corridor; and

WHEREAS, the City of Bradenton Official Zoning Map classifies the Property under the Urban Commercial Corridor (UCC) zoning district; and

WHEREAS, the City of Bradenton Land Use Regulations, Schedule 3.2.1.2, identifies uses in the UCC zoning district; and

WHEREAS, the City of Bradenton Land Use Regulations, Schedule 3.2.1.2, identifies Group Care Facilities as a Special Use in UCC zoning district; and

WHEREAS, the Property Owners submitted an application for a Special Use Permit to operate a Group Care Facility; and

WHEREAS, the Planning Commission held a noticed public hearing on September 15, 2021, at which the Board received testimony and evidence from the applicant and City Planning staff; and

WHEREAS, the City Council held a noticed public hearing on October 13, 2021 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 Owners are requesting approval of a Special Use Permit to operate a Group Care Facility on the Property, as shown on the Site Plan attached hereto as Exhibit "B".

c. The City's professional staff determined that the project as proposed is consistent with the Comprehensive Plan and meets the criteria for approval under the Land Use Regulations.

d. The City's professional staff recommended approval.

e. The Planning Commission, which is designated as the local planning agency, determined that the project as proposed is consistent with the Comprehensive Plan and meets the criteria for approval under the Land Use Regulations.

f. The Planning Commission recommended approval.

The proposed use meets Section 3.3.2 of the Land Use Regulations, as further described below.

a. The tract of land is suitable for the type of use proposed by virtue of its location, topography, shape and the nature of surrounding development.
b. Access points are located so as to best suit the use and property.
c. All buildings are located an adequate distance from property lines and streets, including a reduction of the required 10-foot landscape buffer on the north perimeter to maintain access to an existing dumpster location.
d. Sufficient screening is provided to protect surrounding properties from view of the premises or noises from the use.
e. Adequate 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, are provided.
f. Off-street parking and loading areas are appropriately located and designed to address "e" above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.
g. Refuse and service areas are appropriately located and designed to address availability, adequacy and effect upon surrounding properties.
h. Utilities are available and adequate to serve the property in a similar manner to surrounding properties.
i. Any nuisance or hazardous feature of the use is adequately screened, buffered or separated.
j. Proposed signage and exterior lighting adequately address glare, traffic safety and compatibility and harmony with surrounding properties.
k. The proposed use does not hinder the development of nearby vacant properties or adversely affect their economic value.
l. The land and/or building which are to be used are adequate.
m. The use is generally compatible with adjacent properties and other property in the district, including proposed hours of operation.
n. The proposed use will not adversely affect the environmental quality of the district.
o. The proposed use is consistent with the City's Comprehensive Plan.

Section 2. Order. Based upon the foregoing, a Special Use Permit is hereby approved and issued for the Property, to allow a Group Care Facility, as shown on the Site Plan attached hereto as Exhibit "B", with the following stipulations:

1. Maintain a non-climb security fence of 10 feet in height. If gated entrance is provided, then the gate must include a method of access to EMS/PD/Fire.

2. Maximum occupancy of the facility will be subject to applicable limitations of the Land Use Regulations, Florida Fire Code and Florida Building Code, but shall not exceed 27 under this approval. Should the Owners wish to increase occupancy in the future, a new special use approval will be required.

3. Submittal of an operational plan consistent with Fire and Building Code and public safety policies.

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 Order 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 Special Use Permit which shall remain in full force and effect.

Section 5. Effective Date. This Order shall be effective upon adoption.

ORDERED ON BEHALF OF THE CITY OF BRADENTON this 22nd day of March, 2023.

THE CITY OF BRADENTON, BY AND THROUGH THE CITY COUNCIL OF THE CITY OF BRADENTON

ATTEST:

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

EXHIBIT A

Legal Description for Special Use Permit No. SU.21.2109
Use: Group Care Facility
Applicant: Facility Service Corporation and 1803 5th Street Land Trust
Address: 1803 5th Street West, Bradenton, FL

Legal Description

Commencing at the SW corner of the NW 1/4 of the NE 1/4 of the SE 1/4 of Section 35, Township 34S, Range 17E, thence S. 89°28' East, a distance of 25.00 feet to the East right-of-way line of 5th Street West for a point of beginning; thence continue S. 89°28' East, a distance of 200.00 feet; thence N. 0° West, a distance of 234.00 feet; thence N. 89°28' West, a distance of 200 feet to the East right-of-way line of 5th Street West; thence S. 0° East along said right-of-way line a distance of 234.00 feet to the above-mentioned point of beginning.
All the above-described land lying and being in Section 35, Township 34 South, Range 17 East, Manatee County, Florida.

Parcel Identification No.: 4493800209
a/k/a 1803 5th Street West, Bradenton, FL 34205

EXHIBIT B

F.C. Surveying, PLLC d/b/a
Florida Coast Surveying
PROFESSIONAL SURVEYOR'S & MAPPER'S
CERTIFICATE NO. LB-0006938
BRADENTON, FLORIDA 34204
941-744-9990 FAX 941-748-4751
TOLL FREE 1-877-SKH-7193
BOUNDARY SURVEY
OF
THAT CERTAIN PARCEL OF LAND SHOWN HEREON
LYING AND BEING IN
SECTION 35, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA
LEGAL DESCRIPTION :
COMMENCING AT THE SW CORNER OF THE NW 1/4 OF THE NE 1/4 OF THE SE 1/4 OF SECTION 35, TOWNSHIP 34 SOUTH, RANGE 17 EAST; THENCE S.89°26'E., A DISTANCE OF 25.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF 5TH STREET WEST FOR A POINT OF BEGINNING; THENCE CONTINUE S.89°26'E., A DISTANCE OF 200.00 FEET; THENCE N.00°34'W., A DISTANCE OF 234.00 FEET; THENCE N.89°26'W., A DISTANCE OF 200.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF 5TH STREET WEST; THENCE S.00°34'E., ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 234.00 FEET TO THE ABOVE-MENTIONED POINT OF BEGINNING. ALL THE ABOVE-DESCRIBED LAND LYING AND BEING IN SECTION 33, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, STATE OF FLORIDA, AND CONTAINING 1.074 ACRES (46,798 SQUARE FEET) MORE OR LESS.
NOTES:
REVISIONS
7-09-21 UPDATE SURVEY
CERTIFICATION:
I CERTIFY THAT THE SURVEY WAS MADE UNDER MY DIRECTION AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS IN CHAPTER 5J-17.051- 5J-17.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
SURVEY DATE : 09/15/2017
M. SCOTT ASHLEY, PSM #5071
NOT A CERTIFICATION OF TITLE, ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES.
"UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID"
MYAKKA SUBDIVISION
PLAT BOOK 2 PAGE 181
5TH STREET WEST
19TH AVENUE WEST
BASIS OF BEARINGS
NORTH
S.00°32'08"W. 234.00'(M)
N.00°31'20"E. 233.75'(M)
UNPLATTED
STREET ADDRESS
1803 5TH STREET WEST
BRADENTON, FLORIDA 34205
PROJECT NO:
FIELD BOOK
DRAWN BY:
S.C.

STAFF REPORT City Council January 18, 2023

SUBJECT:	Special Use Application SU.21.2109
LOCATION:	1805 5th Street West
APPLICANT:	Benjamin Hollins of Facility Service Corporation, Agent, for Facility Service Corporation, Trustee of the 1803 5th Street Land Trust, Owner
REQUEST:	Special Use Permit for a Residential Group Care Facility in the UCC, Urban Commercial Corridor, zoning district.
RECOMMENDATION:	Approve

Summary of Request

This petition was heard by the Planning Commission on September 15, 2021 and was presented to City Council on October 13, 2021. City Council continued the petition to allow a more detailed review by the Police Department and Fire Department time to evaluate the petition and confirm the occupancy of the facility. The applicant revised the narrative and the request from 30 residents to 27. Responses from Fire and Police are included in this report.

The applicant is seeking approval of a Special Use Permit for a group home facility to provide services for up to 27 minors. The property is located at 1805 5th Street West, also identified as Parcel Number 4493800209. The subject property is zoned UCC, Urban Commercial Corridor, and lies within the UCC, Urban Commercial Corridor, Future Land Use category, which supports moderate intensity residential, office, commercial civic and institutional uses. The base residential density in UCC future land use is 10 dwelling units per acre. For density purposes, six (6) beds constitute one independent unit. The 1.074 acre property can thus accommodate up to 60 beds. The applicant proposes 27 beds at this time, in the existing building. The building will be upgraded in order to comply with Florida Building and Fire Codes. The actual number of beds and occupancy limit of existing and future structures is subject

to applicable limitations of the Land Use Regulations, Florida Fire Code and Florida Building Code, and so will be determined upon inspection and permitting of building improvements.

The subject property is improved with a vacant institutional structure, which was originally part of the Manatee County Juvenile Detention Center, constructed in 1970. The building was sold to Manatee Glens in 2011, and the building was used as an adolescent recovery center. The site and building have been vacant for more than ten years. On August 8, 2018 City Council adopted Ordinance 3019, for a reassignment of the future land use category from Residential Medium Density to UCC Urban Commercial Corridor, and Ordinance 3020, for a rezone from R-2 One- and Two-family Residential to UCC Urban Commercial Corridor. A Special Use Permit was approved on August 8, 2018 for a Residential Group Care Facility for an Addiction Recovery Center. The special use expired one year later, as the use was not initiated within that time.

The original applicant has again petitioned for a Residential Group Care Facility. The property has changed ownership during the time of the petition's review. The new owner is revising the Group Care Facility's population from one of addiction recovery to adolescents that are at risk of being sex-trafficked. The facility is to be a State licensed facility, licensed by Department of Children and Families as a Child Caring Agency under 65C-14 of the Florida Administrative Code.

A Group Care Facility, defined in Land Use Regulations Chapter 10.0, is required to be a State Licensed Facility. The proposed use is permissible under the UCC zoning district by Special Use Permit, and is consistent with the underlying UCC future land use.

Surrounding Properties FLUM and Zoning

Adjacent Uses:

North: Manatee County Vehicle Maintenance yard
East: Regional Juvenile Detention Center
South: Multi-family residential (Apartments)
West: Single-family residential, Auto repair

Zoning:

North: R-2 One- and two-family residential
East: R-2 One- and two-family residential
South: R-2 One- and two-family residential
West: T4-O General Urban -Open (Form-based Code)

Future Land Use:

North: Residential Medium Density
East: Residential Medium Density
South: Residential Medium Density
West: Urban Village

The R-2 zoning and Residential Medium Density Future Land Use to the north, east and south is designed to support medium density residential with a light commercial component. To the west, T4-O zoning and Urban Village future land use promote pedestrian oriented uses. However, historical uses of the properties situated north and east of the subject property, are Manatee County institutional uses that are likely to remain.

The proposed site plan is included in the application materials.

Land Use Regulations Chapter 10.0.

Group Care Homes and Group Care Facilities. Group care homes are identified as community residential homes of six or less residents as defined by F.S. Section 419.001. Group care facilities involve community residential homes of seven or more residents as set forth in F.S. Section 419.001. The provisions of F.S. Section 419.001, relating to the approval of such community residential homes herein denominated as group care homes and group care

facilities are incorporated herein and made a part hereof, and the City shall establish appropriate monitoring procedures and standards for determining compliance by such group care homes and group care facilities with the provisions of said statute. For density purposes, six beds shall constitute one independent unit if individual kitchens are not provided.

Group Care Facility: A facility housing seven (7) or more persons for the purpose of providing care and frequently health care and counseling. This category includes congregate living facilities, emergency shelters, recovery homes and residential treatment facilities as defined herein and licensed by the State of Florida Department of Health and Rehabilitative Services.

Compliance Overview with Land Use Regulations

Land uses requiring Special Use Permits are those which have the potential of disturbing other land uses in the zoning district. Because they are not necessarily compatible with land uses in the zone in which they are allowed, they require discretionary review. Special uses are permitted only if the use will be compatible with surrounding uses or can be made compatible through limitations of their operation or enhancements of the site development design. The Special use Permit makes the stipulations of approval mandatory. The Special use Permit is valid for the property on which it is issued for as long as the conditions are met, unless the approval stipulates otherwise.

The following is a list of required Land Use Regulations subject to review for Special Use Permits:

GENERAL STANDARDS

L.U.R. 3.3.1. All Special Uses shall comply at minimum with the following standards. Additional requirements may be made by City Council to ensure compatibility of uses.

L.U.R. 3.3.1.1. All Special Uses shall be subject to the general standards of these Land Use Regulations for single lot development, structures, lots, yards and vehicular use areas as well as the

specific dimensional regulations for lots and structures for the zoning district in which the Special Use is proposed.

L.U.R. 3.3.1.2. A landscaped separation strip of at least ten feet in width shall be provided along all property lines and along and all streets serving the premises, except at approved access points.

Staff Response *The site plan submitted for the proposed Special Use demonstrates compliance with the standards of the Land Use Regulations. The plan also demonstrates the required 10' buffer along west, south and east property lines. The applicant is requesting a reduction of the north buffer from 10' to where there is an existing dumpster access. The reduction of the buffer requirement in this location will not affect the adjacent access and parking for the property to the north.*

REVIEW CRITERIA

L.U.R. 3.3.2. All Special Uses shall comply with and be reviewed using the following criteria to determine whether to allow the use at the proposed location and to determine appropriate conditions to the use.

L.U.R. 3.3.2.1. The tract of land must be suitable for the type of use proposed by virtue of its location, topography, shape and the nature of surrounding development.

Staff Response: *This petition involves the modification of the existing structure previously used for a similar use.*

L.U.R. 3.3.2.2. Access points must be located so as to best suit the use and property. Wide spacing between access points and intersecting streets should be required when feasible.

Staff Response: *This site was previously used for a similar use and the access points have not changed.*

L.U.R. 3.3.2.3. All buildings shall be located an adequate distance from property lines and streets. Setbacks in excess of those required for the specific zone may be required to lessen the effect of the use on neighboring properties.

Staff Response: *Setbacks exceeds code requirements. The setback to the west, where there are residential properties across the street, is approximately 60 feet and to the south there is approximately 32 feet to the property line dividing the subject property from the condominiums to the south.*

L.U.R. 3.3.2.4. Permanent screening, such as walls, fences, hedges, and other barriers, may be required to protect surrounding properties from view of the premises or noises from the use. The minimum height and other parameters of such screening may be specified.

Staff Response: *The applicant requests allowance of a 10-foot high perimeter fence along the property line, excluding the front of the building. They indicate that the residents of this facility will have access to the fenced rear yard. The height of the fence will help secure the property and provide a buffer to the adjacent uses.*

L.U.R. 3.3.2.5. The following shall be considered and cited as reasons for approval or denial of the application:

a) Adequacy of ingress and egress to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access.

Staff Response: *The site has existing ingress and egress, with adequate access to the buildings. Traffic impact will be minimal. As a*

Group Care Facility, the proposed use will provide centralized amenities such as dining, housekeeping, transportation and organized social/recreational services, and medical/social service care. Vehicular use is limited to staff numbering under 10. At maximum capacity of the site, comparable average trip generation for an assisted living facility is 13 trips at peak hour (4 p.m. to 6 p.m.). The peak hour of a congregate care facility generally does not coincide with the peak hour of the adjacent street traffic. However, this will not decrease the service level for the surrounding streets.

b) Location and design of off-street parking and loading areas in regard to the items in "a" above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.

Staff Response: The proposed use will not affect adjoining properties as far as smoke, noise, glare, dust, vibrations, fumes or pollutions. Adequate on-site parking is provided. There are 17 existing parking spaces, exceeding the required 4 parking spaces for 20 clients and accommodating staff. (Land Use Regulations Schedule 4.1.4.1 Automobile On-site Parking Requirements, Group Care Facility.) Should the applicant choose to maximize the density, then increased parking requirements must be fulfilled with a new site plan.

c) Location and design of refuse and service areas in regard to availability, adequacy and effect upon surrounding properties.

Staff Response: The refuse area is located to the north side of the building and is to be completely screened in with an opaque fencing. Any refuse facility including the dumpster location is

required to comply with all City requirements and is subject to approval of Public Works.

d) Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.

Staff Response: The site was originally used as a juvenile residential detention facility, with existing water and sewer service to supply similar needs to the proposed use as a residential recovery facility.

e) Screening, buffering or separation of any nuisance or hazardous feature of the use.

Staff Response: The proposed use does not introduce any nuisances or hazards and is generally compatible with surrounding uses. There is a minimum 10' perimeter buffer as required by the general standards for a special use permit, with the exception of the north side where the applicant is requesting relief from the 10'buffer requirement.

f) Proposed sign and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.

Staff Response: Signage shall be in accordance with the City of Bradenton's permitting requirements. Exterior lighting must be shielded according to Land Use Regulations Chapter 7, and provided according to Public Works Standards for parking areas.

g) Effect upon the value of surrounding properties; the use shall not hinder the development nearby vacant properties or adversely affect their economic value.

Staff Response: The proposed project will eliminate a vacant institutional site by introducing improvements to the property. However, the Police Department has raised issues with respect the impact

that this use may have on the surrounding area. This is based on the City's experience with similar uses in the vicinity. The Police Department anticipates additional emergency calls for runaways and the risk to the adolescents at the facility due to a higher crime rate and vagrant population in the area.

h) Adequacy of land and/or building which are to be used.

Staff Response: The site is adequate for the proposed use. The existing structure was designed to accommodate residential clients in a group living situation, as is proposed.

i) General compatibility or appropriateness with adjacent properties and other property in the district with special consideration given to the proposed hours of operation.

Staff Response: The proposed facility is to be located at a site that was originally part of the Manatee County Juvenile Detention Center, and then used as a private juvenile counseling/dormitory center (Manatee Glens Adolescent Recovery Center.) As a residential counseling site, the facility will be run on a 24 hour basis, however will not generate noise or disturbance to surrounding properties. There is an existing 10 foot chain link fence that surrounds the rear and sides of the site perimeter. The proposed special use is compatible with the existing adjacent uses, with required and appropriate fencing and buffering. Because of the proximity to the Juvenile Detention Center and to adjacent sites of concern to Police Department and to Manatee County School District, Staff is recommending a stipulation to maintain a non-climb security fence of 10 feet in height. If gated entrance is provided, then the gate must include a method of access to EMS/PD/Fire. The Police Department has raised issues with respect the impact that

this use may have on the surrounding area. This is based on the City's experience with similar uses in the vicinity. The Police Department anticipates additional emergency calls for runaways and the risk to the adolescents at the facility due to a higher crime rate and vagrant population in the area.

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: There will be no negative impacts to the existing environmental quality of the district as a result of the proposed project.

k) Consistency with the City's Comprehensive Plan.

Staff Response: A residential recovery center is consistent with the uses permitted in the UCC, Urban Commercial Corridor land use category, which include social services and moderate density residential.

Interdepartmental Review:

Included in this package are the Development Review Committee comments from 8/3/2021, an email from the Assistant Fire Marshall from September 8, 2022 and talking points from the Police Department. The applicant included a response to the concerns of the Police Department in their application package.

Staff Recommendation:

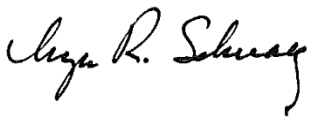
Based on Staff's findings in response to the review criteria established for a Special Use permit, Staff recommends **APPROVAL** of SU.21.2109 with the following stipulations:

1. Maintain a non-climb security fence of 10 feet in height. If gated entrance is provided, then the gate must include a method of access to EMS/PD/Fire.

2. Maximum occupancy of the facility will be subject to applicable limitations of the Land Use Regulations, Florida Fire Code and Florida Building Code, but shall not exceed 27 under this approval. Should the Owners wish to increase occupancy in the future, an new special use approval will be required.

The Planning Commission met in public hearing on September 15, 2021, and unanimously recommended **APPROVAL** of SU.21.2109, with stipulations as recommended by Staff.

Respectfully submitted,



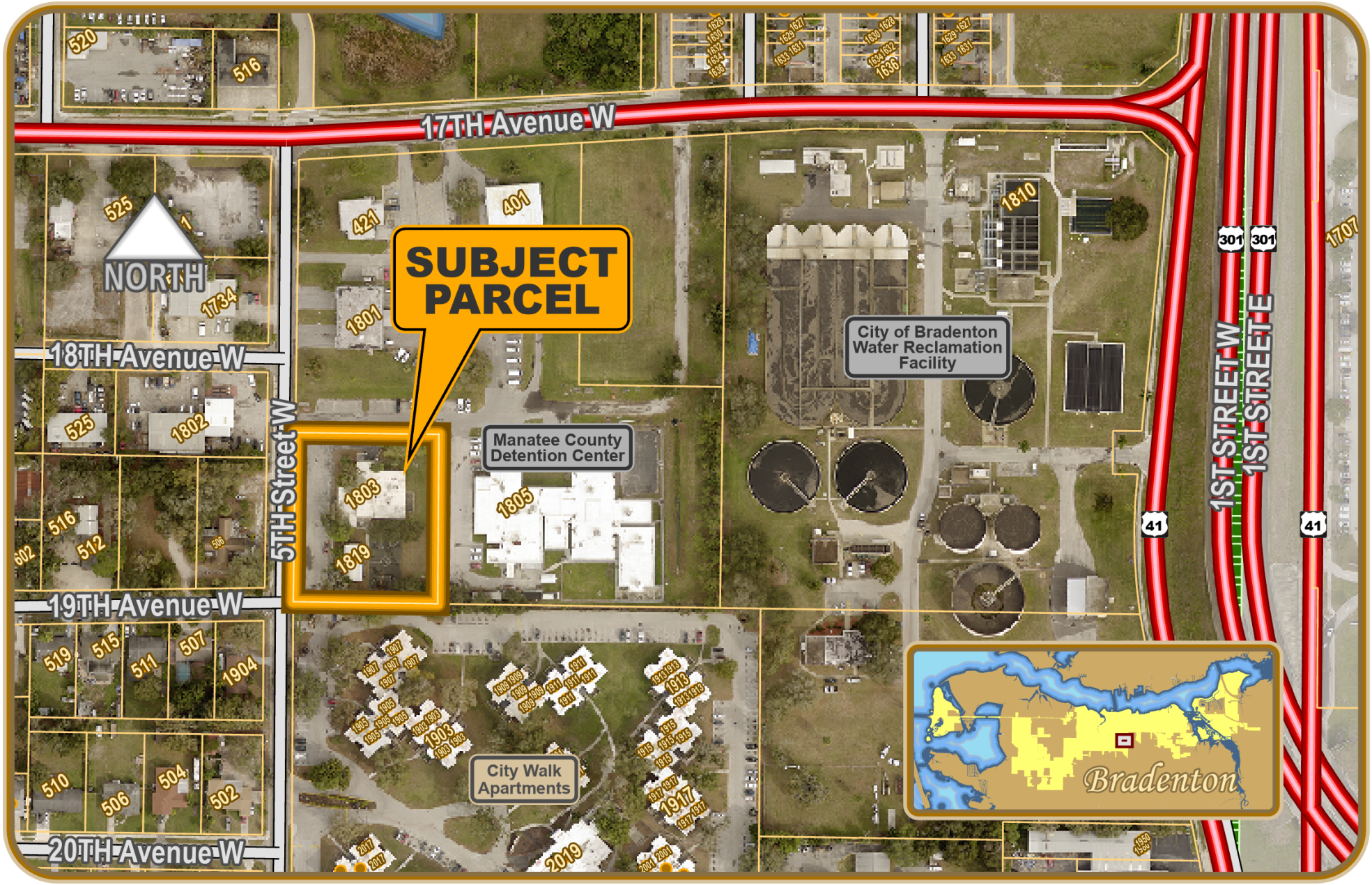
Myra Schwarz
Development Services & Zoning Manager
City of Bradenton

Exhibits

Exhibit 1: Location Map

Exhibit 2: Future Land Use Map

Exhibit 3: Zoning Map



SU.21.3321 Children's Residential Care Facility

Agent: Jacquline Collins
Owner: Facility Service Corp., Trustee
1803 5th Street West
Parcel: 4493800209

Location

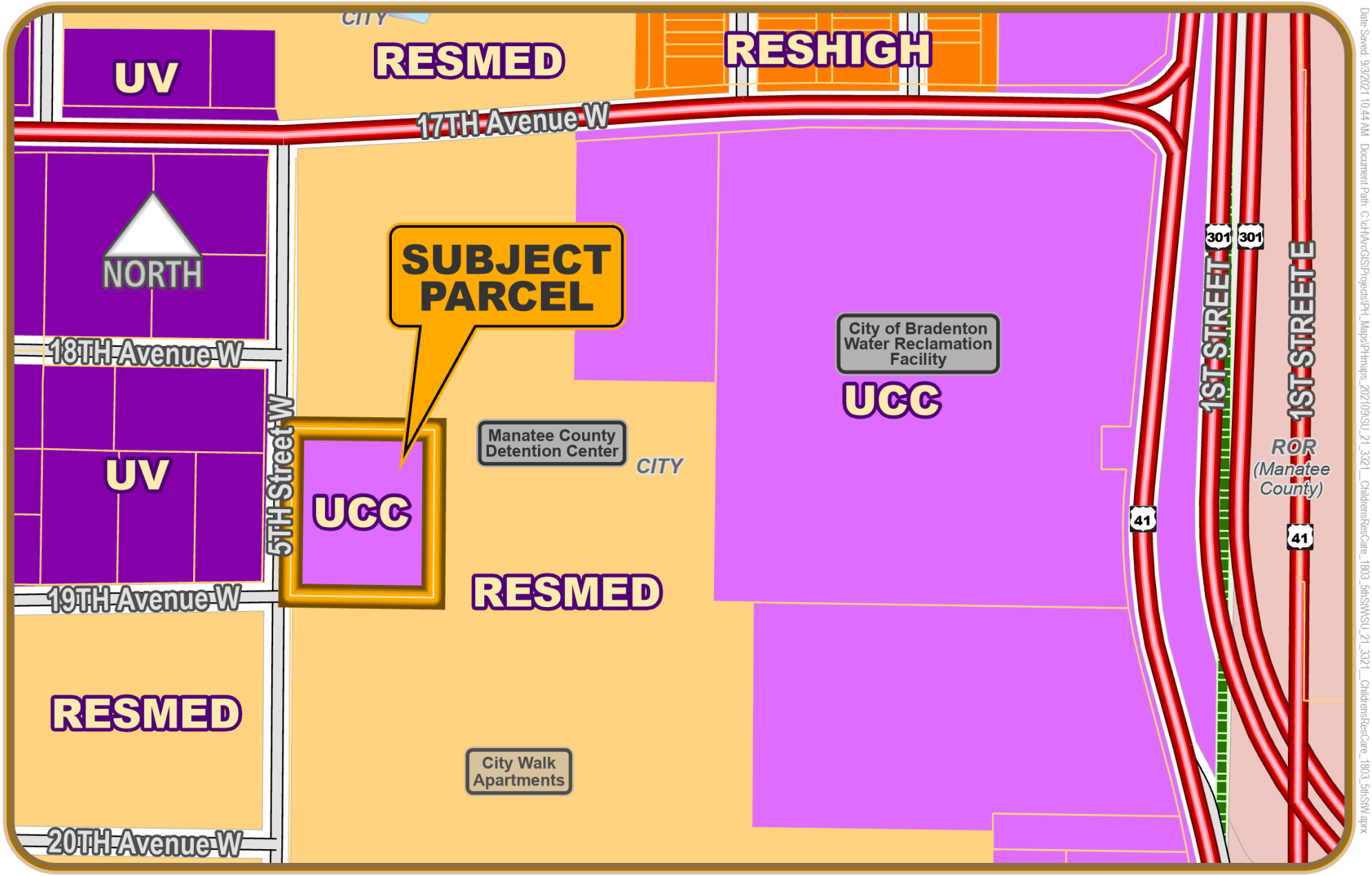
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City of Bradenton Department of Planning & Community Development

LEGEND

- Subject Parcel
- Other Parcels
- City of Bradenton

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SU.21.3321 Children's Residential Care Facility

Agent: Jacquline Collins
Owner: Facility Service Corp., Trustee
1803 5th Street West
Parcel: 4493800209

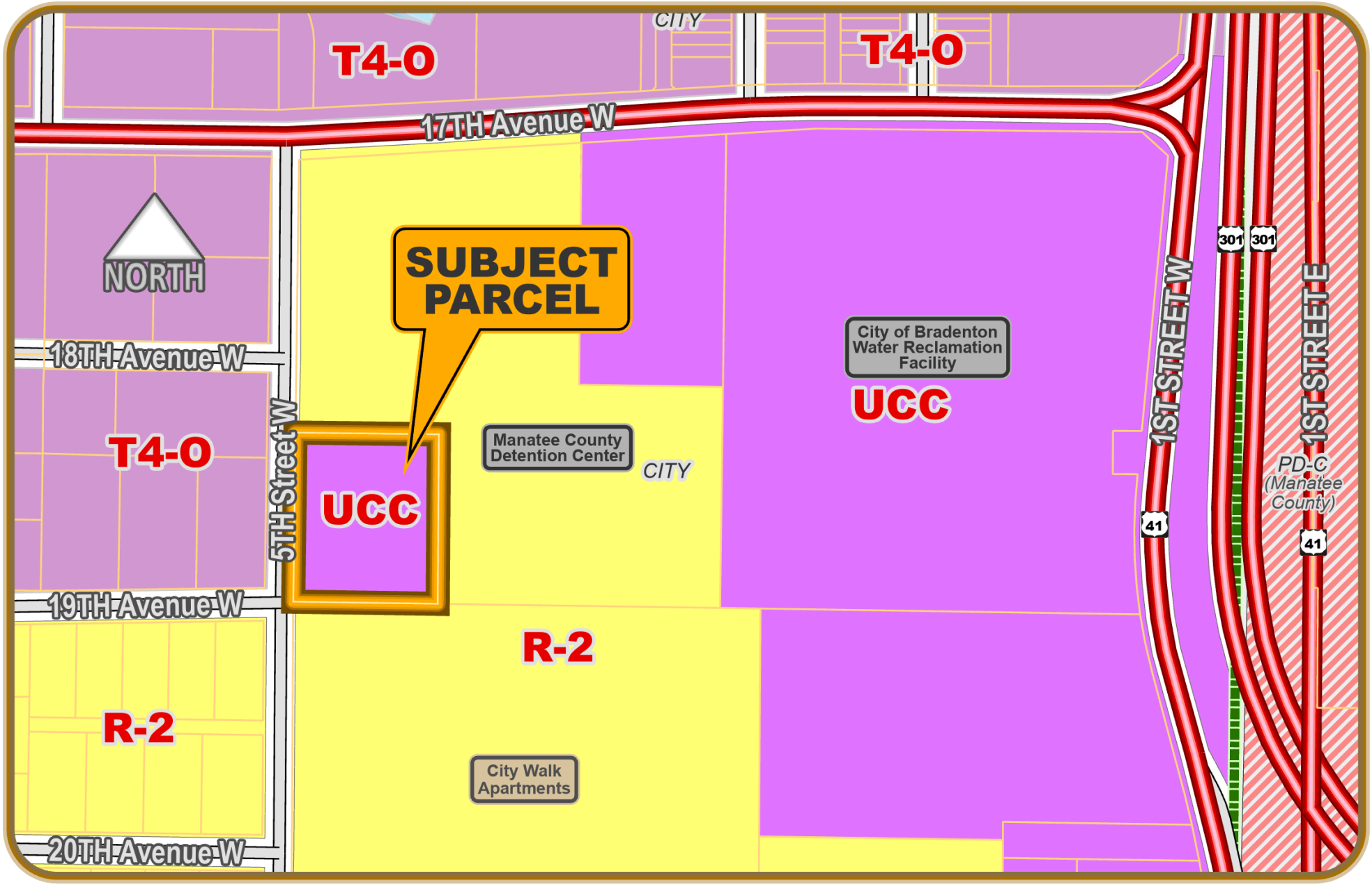
Future Land Use

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Feet

City of Bradenton Department of Planning & Community Development

LEGEND

- Subject Parcel
- Other Parcels
- City of Bradenton



SU.21.3321 Children's Residential Care Facility

Agent: Jacquline Collins
Owner: Facility Service Corp., Trustee
1803 5th Street West
Parcel: 4493800209

Zoning

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Feet

City of Bradenton Department of Planning & Community Development

LEGEND

- Subject Parcel
- Other Parcels
- City of Bradenton

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McClatchy

Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee
The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
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Merced Sun-Star
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AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
35970	367911	Print Legal Ad-IPL01045730 - IPL0104573		$102.96	1	87 L

Attention: Marshall McCrary

CITY BRADENTON
101 12TH ST W
BRADENTON, FL 34205

CITY OF BRADENTON, FLORIDA
NOTICE OF PUBLIC HEARING

The City of Bradenton City Council will meet in regular session on Wednesday, January 18, 2023 at 8:30 a.m. in City Council Chambers, 101 Old Main Street, Bradenton to consider the following items at public hearing:

APPLICATION FOR SPECIAL USE PERMIT, SU.21.2109: Request by Benjamin Hollins, agent, for Facility Service Corporation and 1803 5th Street Land Trust DTD, owner, for a Special Use Permit for a Residential Care Center in the UCC, Urban Commercial Corridor, zoning district. The property is located at 1803 5th Street West, Bradenton, FL 34205, Parcel ID Number 4493800209. Continued from October 13, 2021.

All interested persons and parties may appear either in person and be heard or submit written comments regarding the above matter to the Planning and Community Development Director and they will be heard and considered. The hearing may be continued from time to time as necessary. Copies of the application or further information may be obtained from the Department of Planning and Community Development, 101 Old Main Street, Bradenton, Florida, 34205, or by calling (941) 932-9407.

Pursuant to Florida Statute 286.0105, if any person decides to appeal any decision made by the board, council, agency or commission at this meeting, such person 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. The City does not provide verbatim transcripts.

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:

City of Bradenton
ADA/Title VI Coordinator
101 Old Main Street
Bradenton, FL 34205
ADACoordinator@cityofbradenton.com
941-932-9470
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
IPL0104573
Jan 9 2023

THE STATE OF TEXAS
COUNTY OF DALLAS

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

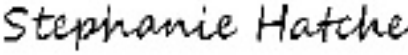
01/09/23

THE STATE OF FLORIDA
COUNTY OF MANATEE

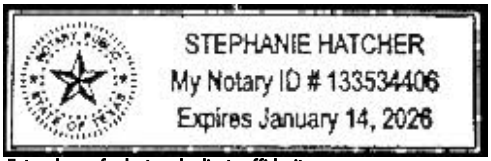
Affidavit further says that the said publication is a newspaper published at Bradenton, in said Manatee County, Florida, and that the said newspaper has heretofore been continuously published in said Manatee County, Florida, each day and has been entered as second-class mail matter at the post office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



Sworn to and subscribed before me this 9th day of January in the year of 2023



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



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

BONILLA LENIA Y MOLINA
511 19TH AVE W
BRADENTON, FL 34205

BRADENTON CITYWALK LLC
2019 5TH ST W
BRADENTON, FL 34205

CEDAR CREST DEVELOPMENT INC
PO BOX 917
MULBERRY, FL 33860-0917

CITY OF BRADENTON
CALLER SERVICE 25015
BRADENTON, FL 34206

CONQUISTADOR HISTORICAL FOUNDATION INC
PO BOX 1663
BRADENTON, FL 34206

CORDEIRO PAULO A
CORDEIRO, CARINA C
2606 6TH CT E
ELLENTON, FL 34222

COTELLIS BRUCE D/B/A COTELLIS CUSTOM COASH
1908 39TH ST W
BRADENTON, FL 34205-1330

FACILITY SERVICE CORPORATION
1803 5TH STREET LAND TRUST DTD 6/6/21
1001 POND RD
TAMPA, FL 33612

GOMEZ ZENON
GOMEZ, MARIA E
515 19TH AVE W
BRADENTON, FL 34205-8325

HERNANDEZ RUBEN
VAZQUEZ-MENDOZA, ENEDINA
507 19TH AVE W
BRADENTON, FL 34205-8325

KAING MUY
KEA, WAYNE
5139 55TH STREET CIR W
BRADENTON, FL 34210

KELL-POL PROPERTIES LLC
1401 MANATEE AVE W STE 600
BRADENTON, FL 34205

MANATEE COUNTY
INSPECTION STATION (17TH AVE)
PO BOX 1000
BRADENTON, FL 34206

PORTILLO ELODIA RENTERIA
502 20TH AVE W
BRADENTON, FL 34205

RAMIREZ JOSE R
DEL CARMEN, MARIA
2803 MOCCASIN WALLOW RD
PALMETTO, FL 34221

SERRANO EVERARDO CELESTINO
2007 30TH AVE E
BRADENTON, FL 34208

TOMPKINS WILLIAM
TOMPKINS, KARIN S
501 17TH AVE W
BRADENTON, FL 34205-8317

VALERIO ALEX
913 HUBBEL RD
BRADENTON, FL 34208

ZIOLKOWSKI ZACHARY A
504 20TH AVE W
BRADENTON, FL 34205-8330

CITY OF BRADENTON

DEVELOPMENT REVIEW COMMITTEE

COMMENT SHEET

Application # PM.21.3440 **Pre-App/ DRC Date:** 08/03/2021

Project Name: PACE Elder Care Program 303 13th Ave East
Geoffrey,furey@franklinstreet.com

PLANNING DEPARTMENT

1. Proposed use for PACE program provides medical support to qualified participants, to include a medical clinic, array of rehabilitative therapies, in-home medical visits, behavioral health support, transportation for participants and home delivered meals. The services provided are consistent with the Code's definition of Medical Clinic, which is a permissible use in the T4-O district. Medical Clinic is the primary use, with Daycare an accessory use to the clinic. No Special Use required.
2. Does purchase of property include the two parcels to the west and northwest? Are they to be included in this use?
3. Why do you need a perimeter fence? Any perimeter fencing may be a maximum of 4 feet high without a justifiable adjustment (then up to 6 feet high), and of black aluminum picket. Boundary survey required.
4. Any gates must be sufficiently far enough from street to prevent stacking of vehicles entering the site, min. 20 feet.
5. One ground sign may be permitted. Two are indicated on plan. Second in courtyard may be permitted only if internal and not visible from street.
6. Parking code reference should be to FBC Table 4.8 Parking Regulations. The site is regulated by Form-based Code. 1 space per 500 sf of useable floor area= 56 spaces. Existing parking is more than adequate.
7. No overnight care shall be permitted.

PUBLIC WORKS DEPARTMENT

1. A Site Improvement Permit will be required for the project based on the current scope of work indicating a new driveway entrance from 3rd Street West, the lack of a dumpster on the site and building renovation plans indicating a new water service connection. The full scope of work is not clear from the drawings submitted.

BUILDING DEPARTMENT

This was not reviewed by the City of Bradenton, owner/contractor chose to use private provider for plans review and inspections.

FIRE DEPARTMENT

1. Initial permit plans for this project were not accepted by this department.
2. Required fire separation not shown on the drawings.
3. Plans are showing a new sprinkler system being installed, this will require review of Public Works for the tap and location of underground lines.
4. Fire alarm plans not submitted for review as of yet.
5. Commercial Cooking requires a hood system as well as a extinguishing system to be installed. Information on plans for kitchen were limited however letter states meals will be delivered as well, more detail on what type of cooking will be needed for review.
6. Other comments were forwarded on the plans review submittal.
7. This requires change of use to be approved.

CITY SURVEYOR:

A boundary survey is need for the perimeter fence instillation. A topographic survey may be needed if a Site Improvement Permit is required. The topographic survey will need to be referenced to the North American Vertical Datum of 1988 (NAVD88) and based on the City of Bradenton's NAVD88 vertical control system or the National Spatial Reference System (NSRS) as published by the National Geodetic Survey (NGS). The use of a benchmark converted from NGVD29 to NAVD88 is not acceptable.

FYI: Your attorney should review the description in the deed from East Manatee Land LLC (Instrument #202141043965). It appears to be missing a call to "the east ½ of the west ½ of Lot 6". This call is in the previous deeds.

OTHER COMMENTS

CODE ENFORCEMENT:
On 7/9/21 we put up a Stop Work Order for interior remodeling without permit.

MANATEE COUNTY HEALTH DEPARTMENT:
Adult Day Care Center providing food service to its participants with 17 or more participants are required to meet all the requirements of Florida Administrative Code (FAC) 64E-11 (Reference FAC 58A-6.009(e). Plan Review for food service and subsequent annual permitting is required. The Department of Health in Manatee County (aka Manatee County Health Dept) is the point of contact for applications and fees.

Medical Clinics are required to obtain Biomedical Waste Annual Operating Permits per FAC 64E-16. The Department of Health in Manatee County (aka Manatee County Health Dept) is the point of contact for applications and fees.

The Agency for Health Care Administration (AHCA) will be the primary contact for the Home Health and Adult Day Care licensing.

(MCHD ATTACHMENTS X 3)

Barbara D. Will, MPH
Manatee County Health Department
Environmental Supervisor II
410 6th Ave E
Bradenton, FL 34208
Phone (941) 714-7585
FAX (941) 750-9364
Barbara.will@fheatlh.gov

NEXT STEPS

1. Submit Site Improvement Permit to Public works. Application is attached. Approved SIP required prior to issuance of building permit.
2. Work with Fire to satisfy permitting requirements. Change of Use permit may be required.
3. Contact Public Works to follow up on any needed requirements.
4. Contact Barbara Will at Health Dept to follow up with requirements.

City of Bradenton
Development Review Committee (DRC) Contacts

Public Works (Utilities, Streets, Drainage)

- Tim Hochuli, P.E. / timothy.hochuli@cityofbradenton.com / 941.932.9492

Planning

- Myra Schwarz / myra.schwarz@cityofbradenton.com / 941.932.9403

Building

- Patrick Wenzel / patrick.wenzel@cityofbradenton.com / 941.932.9404

Fire

- Chris Melser / christopher.melser@cityofbradenton.com / 941.932.9627
- Ken Langston / kenneth.langston@cityofbradenton.com / 941.932.9603

City Surveyor

- David Cronkhite / david.cronkhite@cityofbradenton.com / 941.462.1984

Police

- Aaron.pilant@bradentonpd.com – City Wide Community Officer – Crime Prevention

Public Health- Florida Department of Health

Barbara Will, Environmental Supervisor 714-7585

Plan review, health inspection and licensing:

Department of Business & Professional Regulation, Division of Hotels & Restaurants, 1940 North Monroe Street, Tallahassee, FL 32399-1011, Ph: 850-487-1395.

http://www.myfloridalicense.com/dbpr/hr/index.html

Manatee County Schools

- Miller2p@manateeschools.net – School Liaison Pamela (Pam) Miller
  Work (941) 708-8800 EXT 44223

STATE OF FLORIDA
DEPARTMENT OF HEALTH

Certificate Number

APPLICATION FOR SANITATION CERTIFICATE

AUTHORITY: Chapter 381.0072, Florida Statutes

Instructions: 1. Complete the information requested below. 2. Sign the application and return along with a completed set of plans drawn to scale and required fee (do not send cash), to the Environmental Health (EH) office of the County Health Department. A new application is not required for annual renewal unless the information below changes.

NAME OF FACILITY_____

LOCATION_____
Street City State ZIP Code

OWNER'S NAME_____ EMAIL ADDRESS_____

OWNER'S ADDRESS_____
Street City State ZIP Code

OWNER'S PHONE_____ BUSINESS PHONE_____

Type of Food Service Subtypes Select One:

☐	Adult Day Care	☐	Afterschool Meal	☐	Assisted Living Facility
☐	Bar/Lounge	☐	Civic/Fraternal Organization	☐	Crisis Stabilization Unit
☐	Detention Facility	☐	Domestic Violence Shelter	☐	Home for Special Services
☐	Hospice	☐	Intermediate Care Facility	☐	Migrant Labor Camp
☐	Movie Theater	☐	Prescribed Pediatric Extended Care Center (PPEC)	☐	Recreational Camp
☐	Residential Treatment Facility (AHCA)	☐	School	☐	Short Term Residential Treatment (DCF)
☐	Transitional Living Facility	☐	Other:	☐	

Food Service Operations Select One:

☐	Afterschool Meal	☐	Bakery	☐	Boarding School
☐	Canteen	☐	Caterer	☐	College/University Cafeteria
☐	Concession Stand	☐	Culinary Education	☐	Deli/Sandwich Shop
☐	Main Operation	☐	Mobile Food Unit	☐	Non-Alcoholic Beverage
☐	Restaurant	☐	Retail Food Store	☐	Satellite Kitchen
☐	School (9 months or less)	☐	School (greater than 9 months)	☐	Temporary Event Sponsor
☐	Temporary Event Vendor	☐	Vending Machine (TCS/PHF)	☐	Other:

Comment/Special Instructions: _____

FOR EH USE ONLY: Annual Fee for Your Facility: $_____.

Please make check or money order payable to: Florida Department of Health in _____ County.

The undersigned owner/owner's representative hereby agrees to operate the food establishment described in this application in accordance with the requirements of Chapter 381.0072, Florida Statutes, and Chapter 64E-11, Florida Administrative Code,. The information contained in this application, which serves as the basis for licensure, is true and correct. I understand that any misrepresentation to the facts in this application, or failure to comply with sanitary standards, is grounds for denial or revocation of the sanitation certificate.

_____ _____
Signature (Facility Owner/Owner's Representative) Date Signature (EH Official) Date

DH use only: Check No. _____ Check Amount _____

Date Received _____ Receipt No. _____

Permit No. _____ Date Issued _____

Department of Health

Application for Biomedical Waste Generator Permit/Exemption

A biomedical waste generator is required to apply for an annual biomedical waste permit and abide by the requirements of Chapter 64E-16, Florida Administrative Code (F.A.C.). The initial permit fee is $85.00. Permits expire September 30 of each year. The permit fee for renewal applications received by October 1 is $85.00. The permit fee for renewal applications received after October 1 is $105.00. State-owned and operated facilities are exempt from the permit fee. Submit the following information on this form to your local Department of Health Biomedical Waste Coordinator.

FOR CURRENTLY PERMITTED GENERATORS ONLY: A currently permitted biomedical waste generator, that produces **less than 25 pounds of biomedical waste** in each 30 day period, may claim an exemption from the fee and permitting requirements only of Chapter 64E-16, F.A.C. **A currently permitted biomedical waste generator applying for exemption from permitting must submit documentation from the previous 12 months showing the biomedical waste generated in each 30 day period during those 12 months was less than 25 lbs. Documentation must include the amount of waste generated in each 30 day period for the previous 12 months and may be in the form of a monthly log or receipts.**

1. **Application for (choose one):** _____ **Permit** _____ **Exemption (attach appropriate documentation)**
   (Applicant must be a legal entity, i.e.: individual, partnership, corporation, association, or public body)

2. Facility Name: _____

3. Facility Address: _____
   Street City State Zip Code

4. Contact Person: _____ Telephone: ( ) _____

5. Name of Facility Owner: _____

6. Mailing Address of Facility Owner: _____
   Street City State Zip Code

7. Business Phone: ( ) _____ 24-Hour Emergency Phone: ( ) _____

8. Name of Property Owner: _____

9. Mailing Address of Property Owner: _____
   Street City State Zip Code

10. Type of Waste Generated: _____ Sharps _____ Non-sharps

11. Method of Removal (Check One): _____1. By applicant, to where: _____
    _____2. By transporter, company name: _____

12. Maximum weight of biomedical waste generated during any 30-day period: _____ lbs.

13. Branch Offices: _____ Yes _____ No If yes, attach sheet with complete name, address and phone number of branch office(s).

Check Type of Facility:

	01. Hospital		07. Dentist		13. Surgical Center/Walk-in Clinic
	02. Funeral Home		08. Podiatrist		14. Blood Banks
	03. Dialysis Clinic		09. Osteopath		
	04. Nursing Home		10. Home Health		16. Abortion Clinics
	05. Veterinarian		11. State Laboratory/Clinic		17. Other (specify)
	06. Medical Doctor		12. Clinical Laboratory		18. Tattoo/Body Piercing

The undersigned owner/owner's representative hereby agrees to operate the biomedical waste generating facility described in this application in accordance with the requirements of Section 381.0098, Florida Statutes, and Chapter 64E-16, F.A.C. The information contained in this application, which serves as a basis for permitting or exemption, is true and correct. I understand that any misrepresentation of the facts in this application, or failure to comply with sanitary standards, is grounds for denial, administrative fine or revocation of the biomedical waste permit or exemption. Biomedical waste shall be handled within the facility in accordance with the generator's written operating plan. Operating plan must be in compliance with 64E-16, F.A.C.

_____ _____ _____
Signature of Authorized Representative | Name of Authorized Representative (print or type) | Date

STATE OF FLORIDA
DEPARTMENT OF HEALTH

FOOD SERVICE ESTABLISHMENT PLAN REVIEW APPLICATION

Instructions: 1. Complete the information requested below. 2. Sign the application and return along with a set of scaled plans, for both new and remodeled establishments, showing all kitchen equipment with specifications, plumbing fixtures, bars, storage areas, etc. Also, submit the proposed menu listing specific foods. Submit all the above to the Environmental Health (EH) office of the County Health Department. Grease traps must meet all local plumbing codes and be located so they can be easily cleaned.

Plan Review Type: ☐ **New** ☐ **Remodel** **Property Appraiser Assessed Value (if remodel): $**_____

Printed Name of Property Appraiser: _____

Signature of Property Appraiser: _____ **Date:** _____

Name of Establishment: _____

Establishment Address: _____
Street City State ZIP Code

Owner/Owner's Representative Name & Title: _____

Owner/Owner's Representative Address: _____
Street City State ZIP Code

Phone Number: _____ Email: _____

Type of Food Service Establishment:

Bar/Lounge ☐ Concession Stand ☐ Detention Facility ☐ Mobile Food Unit ☐ Fraternal/Civic ☐

Movie Theater ☐ School ☐ Residential Type Facility (List Type) _____

(Full Service Operation: ☐ Limited Prep: ☐ Packaged Products Only: ☐)

Projected Start Date of Project: _____ Projected Completion Date of Project: _____

Is property on an onsite sewage system (septic tank)? ☐ Yes ☐ No (If yes, submit a completed evaluation of capacity.)

Is property served by an onsite/private well? ☐ Yes ☐ No (If yes, submit a completed evaluation of capacity.)

Plans have been submitted to (circle all that apply): Zoning Plumbing Planning Fire Authority Building

The undersigned owner/owner's representative hereby agrees to operate in accordance with the requirements of Chapter 381.0072, Florida Statutes, and Chapter 64E-11, Florida Administrative Code. The information contained in this application, which serves as the basis for licensure, is true and correct. I understand that any misrepresentation to the facts in this application, or failure to comply with sanitary standards, is grounds for denial or revocation of the sanitation certificate.

_____
Owner/Owner's Representative Name & Title

_____
Owner/Owner's Representative & Date

From: Christopher Melser
To: Greg DeLong; Aaron Pilant
Cc: Robin D. Singer; Sakshi; Jamie Schindewolf
Subject: RE: [EXTERNAL] Children"s Safe Place SU.21.2109
Date: Thursday, September 8, 2022 5:04:00 PM
Attachments: image002.jpg
image003.png

Without knowing exactly what happened in City Council, I believe our biggest issues were occupant load which has been addressed down to 27 from I believe 60. This amount is in line with the allowed amount for Code. There were also concerns with if patients "residents" were locked into the building and if chemical restraints were used, those according to Darin have been answered, they are "locked in the building" but on alarm the rear exit doors open to the fenced yard, so it is controlled ingress and egress. Chemical restraints are not used in this facility they state. All Life Safety systems will be brought to code as "New' Residential Board and Care. Exiting, wall construction, smoke separation and other construction related are being brought to code as "new". At this point they have a professional design group finally involved and working on a design based on current code and produced a more detailed and accurate depiction of the project which was a huge concern as well, basically it was brought in as a pencil sketch with occupant loads that didn't match their written requests. Aaron may still have some questions and Darin's group is willing to answer any all issues. They met with me a week ago and things look much better on our end.

Chris Melser
Deputy Fire Marshal/Investigator, CFEI
Phone: 941-932-9627 Cell: 941-812-2267
Christopher.Melser@BradentonFL.gov

City of Bradenton Fire Department
1010 9th Avenue West
Bradenton, FL 34205
www.BradentonFireDepartment.org

We welcome and encourage your feedback on our service via our customer service survey.

From: Greg DeLong <Greg.Delong@bradentonfl.gov>
Sent: Thursday, September 8, 2022 4:34 PM
To: Christopher Melser <chris.melser@bradentonFL.gov>; Aaron Pilant <Aaron.Pilant@bradentonpd.com>
Cc: Robin D. Singer <Robin.Singer@bradentonFL.gov>; Sakshi <sakshi@bradentonFL.gov>; Jamie Schindewolf <jamie.schindewolf@bradentonFL.gov>

Subject: RE: [EXTERNAL] Children's Safe Place SU.21.2109

Chris and Aaron,

I hope this email finds you doing well.

I know you received the following email and attachments.

Before we proceed any further (City Council), do you have any comments or concerns that still need to be addressed?

Thank you and have a great day!

Gregory J. DeLong
Assistant Director of Planning & Community Development
City of Bradenton
101 Old Main Street
Bradenton, Florida 34205-7865
Phone: (941) 932-9403
Office Hours: M-Th 7:30-4:30 | Fri. 7:30-3:30



From: Darin Autrey <darin@zaarch.com>
Sent: Thursday, September 8, 2022 2:51 PM
To: Greg DeLong <Greg.Delong@bradentonfl.gov>
Cc: Robin D. Singer <Robin.Singer@bradentonFL.gov>; Sakshi <sakshi@bradentonFL.gov>; Christopher Melser <chris.melser@bradentonFL.gov>; Aaron Pilant <Aaron.Pilant@bradentonpd.com>; Sam Cassity <scassity@zaarch.com>; Mr. Hollins <insequity@gmail.com>
Subject: [EXTERNAL] Children's Safe Place SU.21.2109

[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.

Greg,
This is Children's Safe Place, which was a project presented to City Council for Special Use Permit (SU.21.2109) on October 13, 2021 for a Residential Group Care Facility in a vacant former Juvenile Detention Facility. The project came before some scrutiny by the City Council and our client requested a continuance until his team was prepared to address all of the

comments. Mr Hollins of Facility Service Corporation, agent, as applicant has hired Zoller Autrey Architects to bring this back to the City with a request to go back to City Council.

I am copying the Fire and Police Department reviewers so that they may review and ask any questions of our team prior to the City Council meeting.

The staff report needs to be amended as the request will be “for a 27 beds in the current facility”.

Our team has no objections to the Staff Recommendations in the previous report.

Please call or email me if you have any questions.
Thank you,

Darin L Autrey, AIA
Principal Architect – Florida License AR-93529
Darin@ZAarch.com
Zoller Autrey Architects PA
914 Tamiami Trail
Bradenton, FL 34205
T: 941-748-4465 C: 941-228-6220

Florida has a very broad Public Records Law. This agency is a public entity and is subject to Chapter 119 of the Florida Statutes, concerning public records. E-mail communications are covered under such laws & therefore e-mail sent or received on this entity's computer system, including your e-mail address, may be disclosed to the public or media upon request.

The City of Bradenton shall not be held liable for use of ANY map or drawing attachment, which is provided as a public service for informational purposes. PLEASE NOTE that this information is NOT intended to be used as an authoritative public record for any geographic location, or as a legal document and shall have no legal force or effect. The City of Bradenton makes reasonable efforts to provide that data sent as an attachment is virus free, however the City of Bradenton assumes no responsibility for damages caused by the downloading or installation of this data. In addition certain individuals or entities may have proprietary interests in such data and the use of it without such parties' consent may be prohibited. Viewing or Use of the data indicates that user accepts the above conditions.

Children's Safe Place Talking Points

1803 5th St W

- The facility will serve as a Residential Care Facility for teenagers at risk for being sex trafficked.
- The states definition of "At Risk for Sex Trafficking" is
    - History of running away and /or homelessness
    - History of sexual abuse and / or sexually active behavior
    - Inappropriate interpersonal and / or social media boundaries
    - Family history of exposure to human trafficking
    - Out-of-home placement instability

Some of the concerns that have arisen from reviewing the application are as follows:

- This type of facility for adolescents could produce numerous calls for service for run-aways, disturbances, and criminal complaints similar to Family Resources, an existing facility inside the city limits less than one mile away (80 calls to Family Resource last year ranging from Child Abuse, Missing or Runaway, Disturbances, and mentally ill calls).

- Family Resources also has locked doors and residents are not allowed to walk out, but they consistently report runaways from the location (**over 15 children were reported missing from Family Resources so far this year alone**).

- This facility will be less than 1000ft (.1 miles) away from the homeless resource center, potentially exposing any runaway or walk away to potential danger of homelessness or increased sex trafficking risk.

- In addition to the large homeless population who frequent the area for the services found at the homeless resource center, there are over 45 sexual offenders and predators who are registered to live within 1 mile of the proposed site (https://www.manateesheriff.com/sexual_offenders/index.php). As many of these children are at risk for sex trafficking and abuse, purposely housing them in an environment known to be populated by sex offenders would be irresponsible.

- The risk of habitual runaway juveniles being greater for sex trafficking is well known, the Family and Youth Services Bureau has found "Youth who run away are at considerable risk of homelessness and victimization, including through sex and labor trafficking." (https://www.acf.hhs.gov/fysb/fact-sheet/overlap-human-trafficking-and-runaway-and-homeless-youth).

- The area of the proposed site is a high-crime area, known for narcotics use and prostitution. This is another significant problem as several studies have shown a link between runaway / homeless at risk children are highly likely to use narcotics as published by the National Library of Medicine; "One-hundred-eighty-six homeless or

runaway youth were surveyed; 74 percent were between 16 and 25. Rates of use over the last nine months were as follows: alcohol, 69 percent; marijuana, **75 percent; methamphetamine**, 18 percent; cocaine, 19 percent; heroin, 12 percent; hallucinogens, 30 percent; ecstasy, 25 percent; and ketamine, 13 percent. Eleven percent reported trading sex for drugs, money, food, or shelter; and 13 percent reported sharing needles." (https://pubmed.ncbi.nlm.nih.gov/15141897/).



1 PROJECT LOCATION MAP

SCALE: N.T.S.

Building Code Analysis

SITE FACTORS

ZONING: . . . . . UCC

REQUIRED SETBACKS TO PROPERTY LINES: . . . . . (F) 20 FT (R) 15 FT (LS) 10 FT (RS) 10 FT
ADJACENT TO RESIDENTIAL: . . . . . 35 FT
ADJACENT TO ACCESSORY: . . . . . 10 FT
MAXIMUM HEIGHT (STORIES/FEET) . . . . . 2 / 60
PROPOSED HEIGHT (STORIES/FEET) . . . . . 1 / 13

BUILDING FACTORS

CODES IN EFFECT AND YEAR . . . . . 2020 FLORIDA BUILDING CODE, 7TH ED.

CLASSIFICATION OF BUILDING BY OCCUPANCY: . . . . . I-3, CONDITION 1
A CONDITION 1 FACILITY IS PERMITTED TO BE CONSTRUCTED AS GROUP R.
CLASSIFICATION OF BUILDING BY CONSTRUCTION TYPE: . . . . . V-B
CLASSIFICATION OF WORK: . . . . . LEVEL 2 RENOVATION

SPRINKLERED: S-1
THRESHOLD BUILDING: . . . . . NO
FLOOD ZONE: X
BASE FLOOD ELEVATION: . . . . . -

BUILDING HEIGHT & AREA (FBC TABLES 504.3a, 504.4 AND 506.2) / ALLOWABLE AREA (FBC SECTION 506)

BUILDING HEIGHT (ALLOWABLE / ACTUAL) . . . . . 60 / 13
NUMBER OF STORIES (ALLOWABLE / ACTUAL) . . . . . 2 / 1

ALLOWABLE FLOOR AREA PER STORY: . . . . . 21,250 S.F. (SEE BELOW - ALLOWABLE AREA)
FLOOR AREA PER FLOOR, GROSS PER FLOOR: . . . . . 21,250 S.F.
BUILDING FLOOR AREA, GROSS ENTIRE BUILDING: . . . . . 5,700 S.F.

ALLOWABLE AREA CALCULATION PER (FBC SECTION 506): . . . . . $A_a = A_t + (NS \times I_f) = 20{,}000 + (5{,}000 \times .25) = 21{,}250$ S.F.

SCOPE OF WORK

SCOPE OF WORK CONSISTS OF THE RENOVATION OF AN EXISTING 1 STORY 5,700 S.F. BUILDING, REPAIR AND REPLACMENT OF FINISHES IN THE EXISTING 1,140 S.F. PORTABLE. PROVIDE NEW DIGITAL FIRE ALARM SYSTEM IN BOTH BUILDINGS

FIRE RESISTANCE RATING OF BUILDING COMPONENTS AND PERCENTAGE OF OPENINGS (FBC TABLES 601 AND 602)

HORIZONTAL SEPARATION FROM PROPERTY LINES AND/OR BUILDINGS:
(F) 60.5± FT (R) 48.2± FT (LS) 26.2± FT (RS) 108.9± FT

STRUCTURAL FRAME (INCLUDING COLUMNS, GIRDERS AND TRUSSES): . . . . . 0 HOURS
EXTERIOR BEARING WALL RATING REQUIREMENTS: . . . . . 0 HOURS
EXTERIOR NON-BEARING WALL RATING REQUIREMENTS: . . . . . 0 HOURS

INTERIOR BEARING WALL RATING REQUIREMENTS: . . . . . 0 HOURS
INTERIOR NON- BEARING WALL RATING REQUIREMENTS: . . . . . 0 HOURS
FLOOR CONSTRUCTION (INCLUDING SUPPORTING BEAMS AND JOISTS): . . . . . 0 HOURS

ROOF CONSTRUCTION (INCLUDING SUPPORTING BEAMS AND JOISTS): . . . . . 0 HOURS

EXIT ACCESS ENCLOSURES / CORRIDORS (Table 1020.1): . . . . . 0.5 HOURS
EXIT ENCLOSURES / STAIRS: . . . . . N/A
TENANT SEPARATION (FBC 708.1 EXCEPTION 3.): . . . . . 0.5 HOURS

MAXIMUM ALLOWABLE EXIT ACCESS TRAVEL DISTANCE (Table 1017.2): . . . . . 200 FT

STANDPIPE SYSTEM (FBC 905.1) . . . . . N/A

FACILITY SERVICE CORP.

CHILDREN'S SAFE PLACE RENOVATION

TO SERVE:

1805 5th ST. WEST
BRADENTON, FL 34205
P.I.D.# 4493800209

Index Of Drawings

ARCHITECTURAL

A-0 COVER SHEET
A-10 SITE PLAN
A-40 LIFE SAFETY PLAN
A-42 FURNITURE PLAN

FOR CITY COUNCIL APPROVAL

CONSTRUCTION DOCUMENTS ARE IN PROGRESS

ZOLLER AUTREY ARCHITECTS
PA AA C000557
914 TAMIAMI TRAIL
BRADENTON, FL 34205
O: (941) 748-4465
WWW . ZAARCH . COM
Email : JNZ @ZAarch.com

Darin L . Autrey , AIA , FL Architect : AR-93529
Samuel D. Cassity , AIA , FL Architect : AR-14761
Dan Johnson , AIA , FL Architect : AR-99883

THE ARCHITECT CERTIFIES THAT, TO THE BEST OF HIS KNOWLEDGE, THE DESIGN REPRESENTED COMPLIES WITH THE FLORIDA BUILDING CODE, 7TH ED

STATE OF FLORIDA
SAMUEL D CASSITY
AR-14761
03/13/2023
REGISTERED ARCHITECT

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SCALE BAR = 1"
THIS BAR SHOULD MEASURE ONE (1) STANDARD INCH. SHOULD IT MEASURE OTHERWISE, THEN SCALE THE DRAWING ACCORDINGLY.

Project :
RENOVATION FOR
CHILDREN'S SAFE PLACE
1805 5th ST. WEST
BRADENTON, FL 34205

Owner :
FACILITY SERVICE
CORPORATION TRUSTEE
1803 5th ST. WEST
BRADENTON, FL 34205

Revisions :

#	Date	Description

Project Number
2226

Publish Date
03/13/2023

Project Manager / Drawn By
SC / DAB

Sheet Title
COVER SHEET

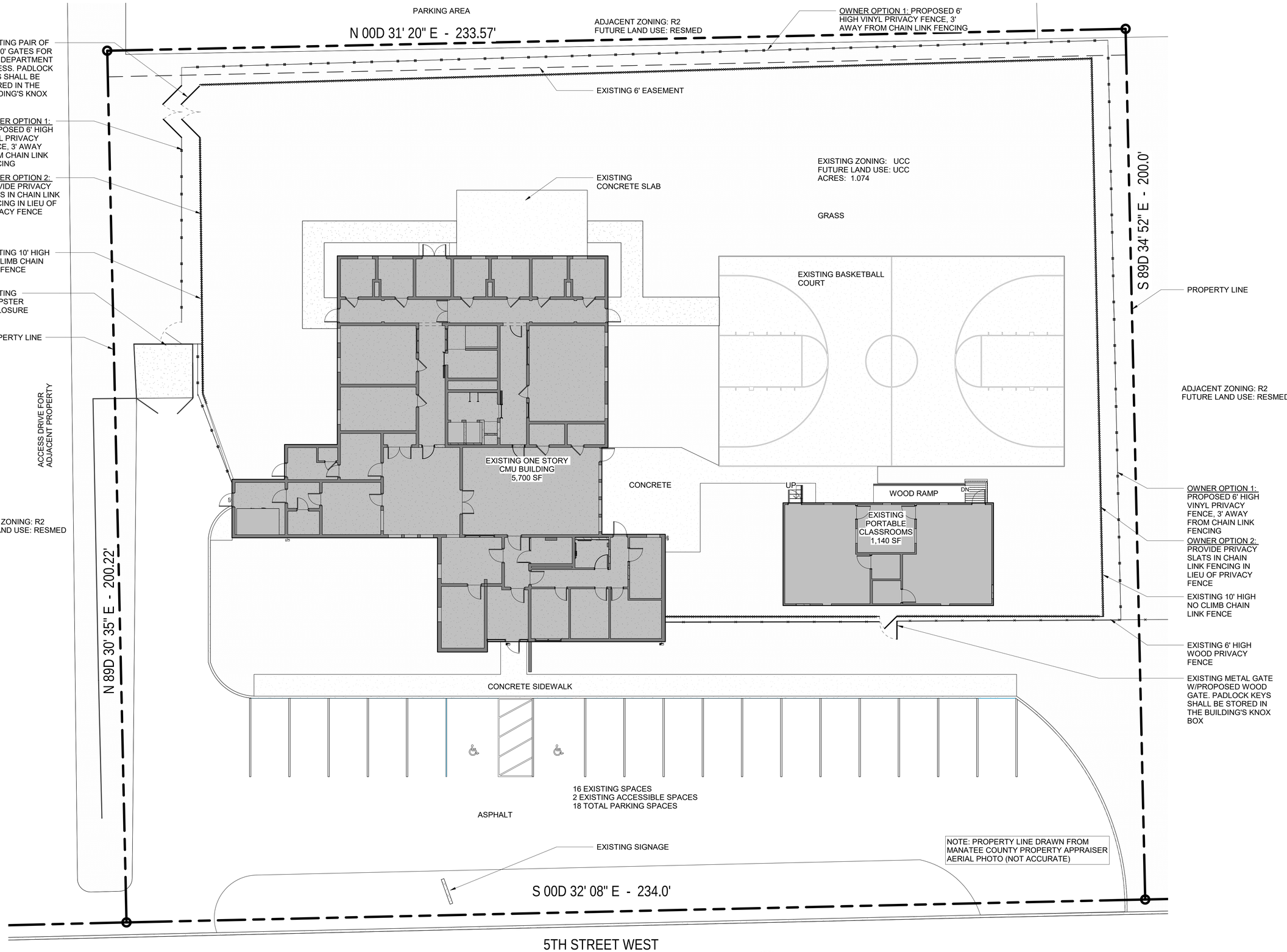
Sheet Number
A-0

CITY OF BRADENTON PLANNING REVIEW-NOT FOR CONSTRUCTION

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3/13/2023 4:07:28 PM

S61



1 ARCHITECTURAL SITE PLAN

SCALE: 1" = 10'-0"

ZOLLER AUTREY ARCHITECTS
PA AA C000557
914 TAMIAMI TRAIL
BRADENTON, FL 34205
O: (941) 748-4465
WWW . ZAARCH . COM
Email : JNZ @ZAarch.com

Darin L . Autrey , AIA , FL Architect : AR-93529
Samuel D. Cassity , AIA , FL Architect : AR-14761
Dan Johnson , AIA , FL Architect : AR-99883

THE ARCHITECT CERTIFIES THAT, TO THE BEST OF HIS KNOWLEDGE, THE DESIGN REPRESENTED COMPLIES WITH THE FLORIDA BUILDING CODE, 7TH ED

STATE OF FLORIDA · SAMUEL D CASSITY · AR–14761 · 03/13/2023 · REGISTERED ARCHITECT

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SCALE BAR = 1"
THIS BAR SHOULD MEASURE ONE (1) STANDARD INCH. SHOULD IT MEASURE OTHERWISE, THEN SCALE THE DRAWING ACCORDINGLY.

Project :
RENOVATION FOR CHILDREN'S SAFE PLACE
1805 5th ST. WEST
BRADENTON, FL 34205

Owner :
FACILITY SERVICE CORPORATION TRUSTEE
1803 5th ST. WEST
BRADENTON, FL 34205

Revisions :

#	Date	Description

Project Number
2226

Publish Date
03/13/2023

Project Manager / Drawn By
SC / DAB

Sheet Title
SITE PLAN

Sheet Number
A-10

CITY OF BRADENTON PLANNING REVIEW-NOT FOR CONSTRUCTION

P:\Active\2022\2226 Children's Safe Place LLC\2226 Condocs\2226 Children's Safe Place LLC.rvt
3/13/2023 4:07:48 PM

DCF - OCCUPANT LOADS

50 SQ. FT. PER CHILD IN SLEEPING ROOMS

OCCUPANCY
27 CHILDREN
5 DAY STAFF (1 per 6 children)
3 NIGHT STAFF (1 per 12 children)

32 TOTAL DAY OCCUPANTS

BOYS ONLY FACILITY

ONLY INDIVIDUALS CAPABLE OF RESPONDING TO EMERGENCY SITUATIONS TO COMPLETE BUILDING EVACUATION SHALL BE HOUSED AT THIS LOCATION

DCF - PLUMBING FIXTURES

FIXTURE	REQUIRED	EXISTING	PROPOSED	TOTAL
WC (1 PER 6)	5	4	0	4
LAVATORIES (1 PER 6)	5	5	0	5
URINALS	0	2	0	2
SHOWERS /TUBS (1 PER 6)	5	5	0	5
DRINKING FOUNTAINS (1 PER 100)	1	0	1	1
SERVICE SINKS	1	0	1	1

FBC - OCCUPANT LOADS

AREA PER OCCUPANT (F.B.C. 2020, TABLE 1004.5)

MAIN BUILDING OCCUPANCY CALCULATION

BUSINESS (1/150)	2,939.79 / 150 = 20
DORMITORIES (1/50)	1,876.24 / 50 = 38
COMMERCIAL KITCHEN (1/200)	451.87 / 200 = 3
ACCESSORY (1/300)	424.91 / 300 = 2

TOTAL OCCUPANT LOAD: 63 OCCUPANTS

PORTABLE OCCUPANCY CALCULATION

BUSINESS (1/150)	1,139.88 / 150 = 8

TOTAL OCCUPANT LOAD: 8 OCCUPANTS

OCCUPANCY

- BUSINESS
- DORMITORIES
- COMMERCIAL KITCHEN
- ACCESSORY

LIFESAFETY CEILING LEGEND

	RECESSED EMERGENCY DOWNLIGHT
	EXIT SIGN
	EXIT SIGN W/ DIRECTIONAL ARROWS
H	HEAT DETECTOR
S	SMOKE DETECTOR
C	C02 DETECTOR
H	HEAT DETECTOR
A	ANSUL HOOD SYSTEM

LIFESAFETY LEGEND

FE	WALL MOUNTED FIRE EXTINGUISHER
FE	SEMI-RECESSED CABINET EQUAL TO UL INDUSTRIES MODEL PAN CFX1027C70 WITH UL RATED 3A-40B:C FIRE EXTINGUISHER
45'-0"	EGRESS PATH
H S	FIRE ALARM HORN STROBE
S	FIRE ALARM STROBE
P	FIRE ALARM PULL STATION
EM	EMERGENCY LIGHT
	WALL HUNG EXIST SIGN
FACP	FIRE ALARM CONTROL PANEL
ANUN	FIRE ALARM ENUNCIATOR
K	KNOX BOX. LOCATE PER FIRE MARSHALL

NOTE: FIRE EXTINGUISHERS SHALL BE INSTALLED W/ TOP AT 4'-0" ABOVE FINISHED FLOOR.

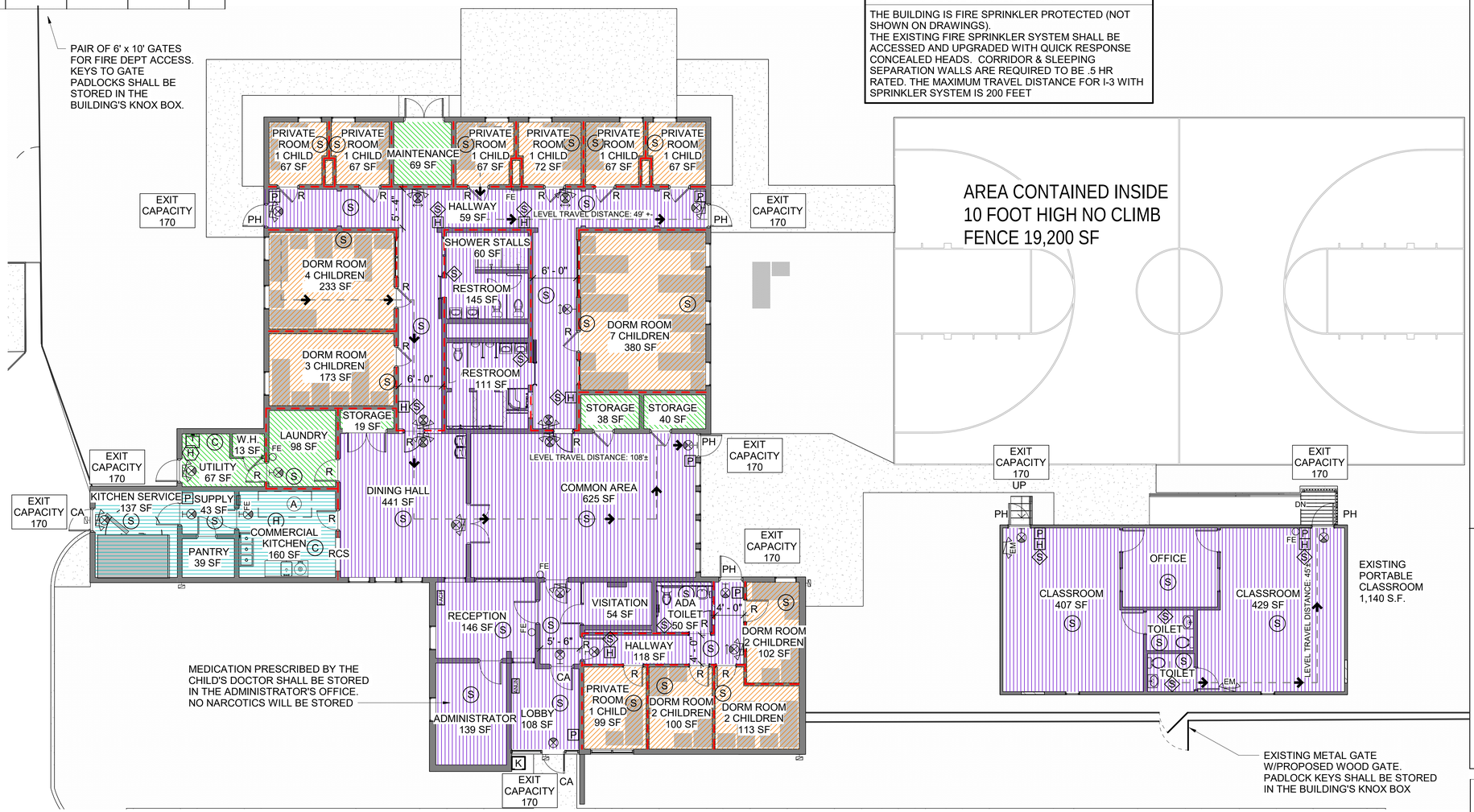
THE BUILDING IS FIRE SPRINKLER PROTECTED (NOT SHOWN ON DRAWINGS).
THE EXISTING FIRE SPRINKLER SYSTEM SHALL BE ACCESSED AND UPGRADED WITH QUICK RESPONSE CONCEALED HEADS. CORRIDOR & SLEEPING SEPARATION WALLS ARE REQUIRED TO BE .5 HR RATED. THE MAXIMUM TRAVEL DISTANCE FOR I-3 WITH SPRINKLER SYSTEM IS 200 FEET

WALL LEGEND

	EXISTING WALL TO REMAIN
	EXISTING 30 MINUTE WALL TO REMAIN
	PROPOSED INTERIOR METAL FRAMED WALL
	PROPOSED INTERIOR CMU WALL

DOOR LEGEND

R	DENOTES DOORS THAT SHALL HAVE A 20 MINUTE RATING
PH	DENOTES DOORS WITH PANIC HARDWARE
CA	DENOTES CONTROLLED ACCESS DOORS WITH FAIL-SECURE.
RCS	DENOTES RATED OVERHEAD ROLLING COUNTER SHUTTER.



1 LIFE SAFETY PLAN

SCALE: 1/8" = 1'-0"

FBC - OCCUPANCY

I-3, CONDITION 1
PER FBC 308.5.1 CONDITION 1.
A CONDITION 1 FACILITY IS PERMITTED TO BE CONSTRUCTED AS GROUP R.

NFPA - OCCUPANCY

CHAPTER 32
NEW RESIDENTIAL
BOARD AND CARE OCCUPANCY
32.3 LARGE FACILITIES
16+ OCCUPANTS

32.3 LARGE FACILITIES
32.3.2.2.2 DOORS
(3) NO DOOR SHALL BE EQUIPPED WITH A LOCK OR LATCH THAT REQUIRES A KEY FROM THE EGRESS SIDE
(4) DELAYED EGRESS ELECTRICAL LOCKING SYSTEMS IN ACCORDANCE WITH 7.2.1.6.1 SHALL BE PERMITTED
(5) SENSOR-RELEASE OF ELECTRICAL LOCKING SYSTEMS SHALL BE PERMITTED
(6) DOOR LOCKING ARRANGEMENTS SHALL BE PERMITTED
(B) THE BUILDING IS PROTECTED BY AN APPROVED AUTOMATIC SPRINKLER SYSTEM IN ACCORDANCE WITH 32.3.3.5 FROM TABLE 32.3.1.3
CONSTRUCTION TYPE: V SPRINKLERED: YES
1 STORY PERMITTED
32.3.2.9 EMERGENCY LIGHTING EMERGENCY LIGHTING IN ACCORDANCE WITH SECTION 7.9 SHALL BE PROVIDED
32.3.2.11.2 LOCKUPS LOCKUPS IN RESIDENTIAL BOARD AND CARE OCCUPANCIES SHALL COMPLY WITH THE REQUIREMENTS OF 22.4.5 (NONE)
32.3.3.4.7 SMOKE ALARMS APPROVED SMOKE ALARMS SHALL BE INSTALLED IN ACCORDANCE WITH 9.6.2.10 INSIDE EVERY SLEEPING ROOM, OUTSIDE EVERY SLEEPING AREA IN THE IMMEDIATE VICINITY OF THE BEDROOMS, AND ON ALL LEVELS WITHIN A RESIDENT UNIT
32.3.3.4.8.1 CORRIDORS AND SPACES OPEN TO THE CORRIDORS, OTHER THAN THOSE MEETING THE REQUIREMENTS OF 32.3.3.4.8.3 SHALL BE PROVIDED WITH SMOKE DETECTORS THAT COMPLY WITH *NFPA 72* AND ARE ARRANGED TO INITIATE AN ALARM THAT IS AUDIBLE IN ALL SLEEPING AREAS
32.3.3.4.9 WHERE FUEL BURNING APPLIANCES OR FUEL BURNING FIREPLACES ARE INSTALLED OUTSIDE SLEEPING ROOMS CARBON MONOXIDE ALARMS OR CARBON MONOXIDE DETECTORS SHALL BE INSTALLED
32.3.3.6.2 SLEEPING ROOMS SHALL BE SEPARATED FROM ALL SPACES OTHER THAN ADJACENT SLEEPING ROOMS AND BATHROOMS DIRECTLY ACCESSIBLE FROM THE SLEEPING ROOMS, BY WALLS COMPLYING WITH 32.3.3.6.3 THROUGH 32.3.3.6.6
32.3.3.6.3 WALLS REQUIRED BY 32.3.3.6.2 SHALL BE SMOKE PARTITIONS IN ACCORDANCE WITH SECTION 8.4 HAVING A MINIMUM 1/2 HOUR FIRE RESISTANCE RATING
32.3.2.4.1 MEANS OF EGRESS SHALL COMPLY WITH THE FOLLOWING, EXCEPT AS OTHERWISE PERMITTED BY 32.3.2.4.2:
(2) NOT LESS THAN TWO SEPARATE EXITS SHALL BE PROVIDED ON EVERY STORY.
32.3.3.2.2 THE AREAS DESCRIBED IN TABLE 32.3.3.2.2 SHALL BE PROTECTED AS INDICTED.
32.3.3.3 INTERIOR WALL AND CEILING FINISH MATERIALS COMPLYING WITH SECTION 10.2 SHALL BE IN ACCORDANCE WITH THE FOLLOWING: (1) EXIT ENCLOSURES-CLASS A
(2) LOBBIES AND CORRIDORS- CLASS B
(3) ROOMS AND ENCLOSED SPACES-CLASS B
32.3.3.3.3.1 INTERIOR FLOOR FINISH SHALL COMPLY WITH SECTION 10.2.
32.3.3.7.1. EVERY STORY SHALL BE DIVIDED INTO NOT LESS THAN TWO SMOKE COMPARTMENTS, UNLESS IT MEETS THE REQUIREMENTS OF 32.2.27.4, 32.3.3.7.5, 32.3.3.7.6, 32.3.3.7.7, OR 32.3.3.7.8
32.7.5.1 NEW DRAPERIES, CURTAINS, AND OTHER SIMILAR LOOSELY HANGING FURNISHING AND DECORATIONS SHALL COMPLY WITH 32.7.5.1.1 AND 32.7.5.1.2.
32.7.5.2 NEW UPHOLSTERED FURNITURE WITHIN BOARD AND CARE FACILITIES SHALL COMPLY 32.7.5.2.1 OR 32.7.5.2.2.
32.7.5.3 NEWLY INTRODUCED MATTRESSES WITHIN BOARD AND CARE FACILITIES SHALL COMPLY WITH 32.7.5.3.1 OR 32.7.3.2.

CHILDREN'S SAFE PLACE LLC, IS A LICENSED CHILD CARE AGENCY OPERATING UNDER ADMINISTRATIVE CODE 65C-46.019 AND MEETS THE LICENSING REQUIREMENTS SET FORTH IN RULES 65C-46.004 BUILDINGS, GROUNDS, EQUIPMENT, AND INTERIOR ACCOMMODATIONS.

THERE SHALL BE NO LOCK-DOWN ROOMS OR CHEMICAL RESTRAINTS ALLOWED IN THIS FACILITY

ZOLLER AUTREY ARCHITECTS
PA AA C000557
914 TAMIAMI TRAIL
BRADENTON, FL 34205
O: (941) 748-4465
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Darin L . Autrey , AIA , FL Architect : AR-93529
Samuel D. Cassity , AIA , FL Architect : AR-14761
Dan Johnson , AIA , FL Architect : AR-99883

THE ARCHITECT CERTIFIES THAT, TO THE BEST OF HIS KNOWLEDGE, THE DESIGN REPRESENTED COMPLIES WITH THE FLORIDA BUILDING CODE, 7TH ED

STATE OF FLORIDA · SAMUEL D CASSITY · AR-14761 · 03/13/2023 · REGISTERED ARCHITECT

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SCALE BAR = 1"
THIS BAR SHOULD MEASURE ONE (1) STANDARD INCH. SHOULD IT MEASURE OTHERWISE, THEN SCALE THE DRAWING ACCORDINGLY.

Project :
RENOVATION FOR CHILDREN'S SAFE PLACE
1805 5th ST. WEST
BRADENTON, FL 34205

Owner :
FACILITY SERVICE CORPORATION TRUSTEE
1803 5th ST. WEST
BRADENTON, FL 34205

Revisions :

#	Date	Description

Project Number
2226

Publish Date
03/13/2023

Project Manager / Drawn By
SC / DAB

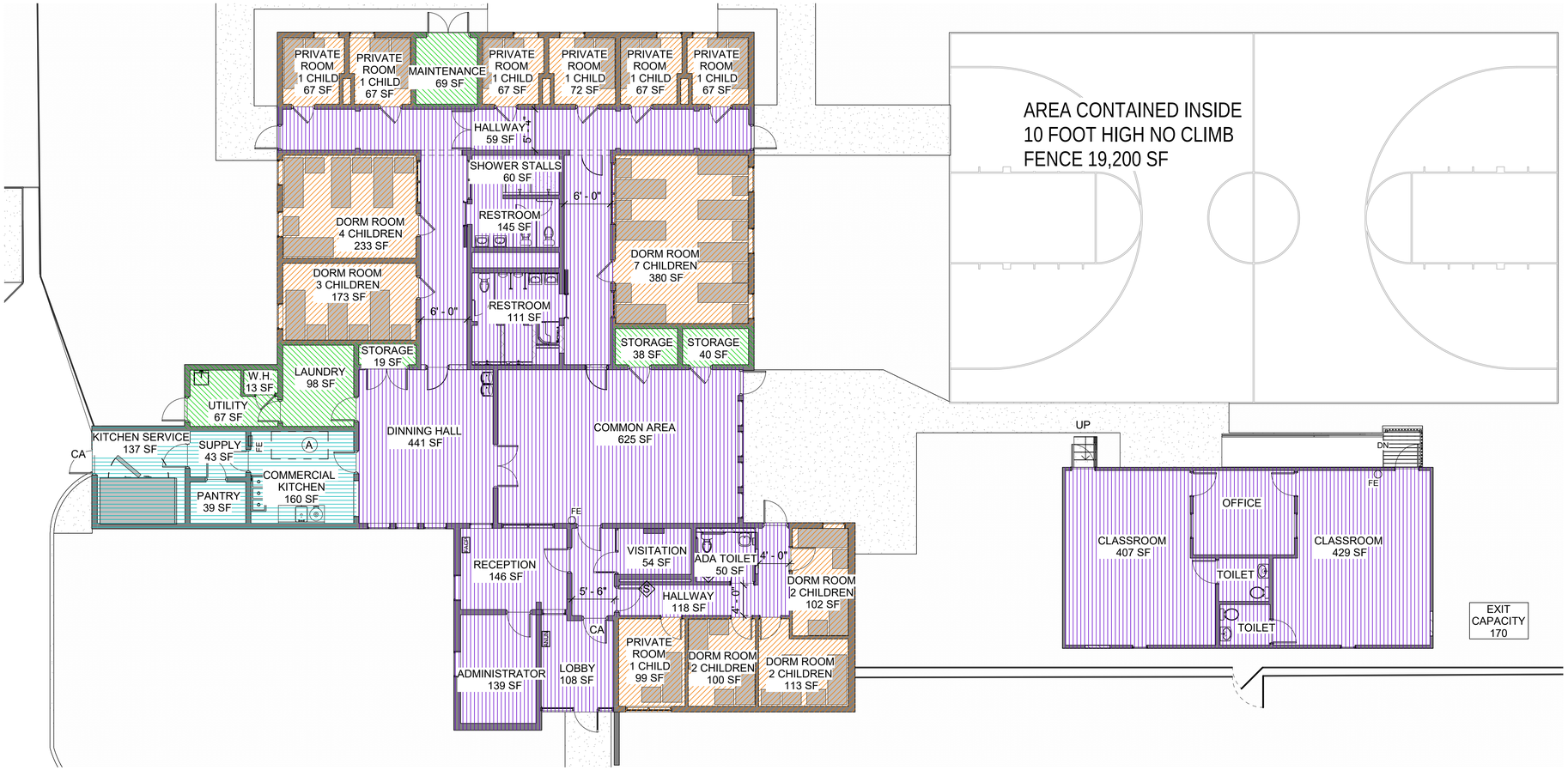
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LIFE SAFETY PLAN

Sheet Number
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CITY OF BRADENTON PLANNING REVIEW-NOT FOR CONSTRUCTION

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1 FURNITURE PLAN

SCALE: 1/8" = 1'-0"

OCCUPANCY

- BUSINESS
- DORMITORIES
- COMMERCIAL KITCHEN
- ACCESSORY

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AR-14761
03/13/2023
REGISTERED ARCHITECT

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Revisions :

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Project Number
2226

Publish Date
03/13/2023

Project Manager / Drawn By
SC / JM

Sheet Title
FURNITURE PLAN

Sheet Number
A-42

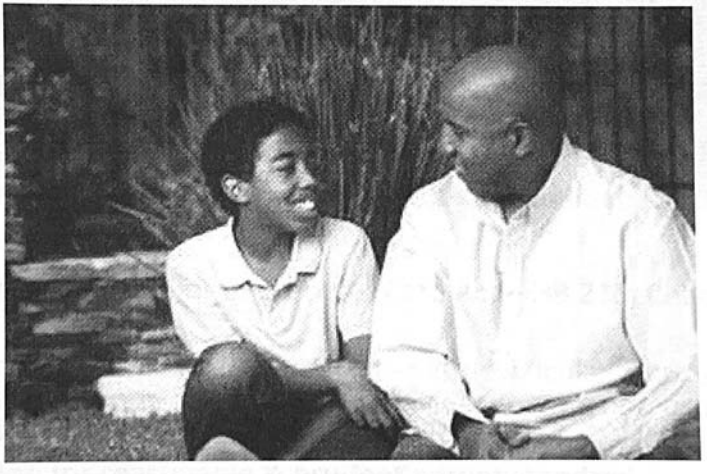
CITY OF BRADENTON PLANNING REVIEW-NOT FOR CONSTRUCTION

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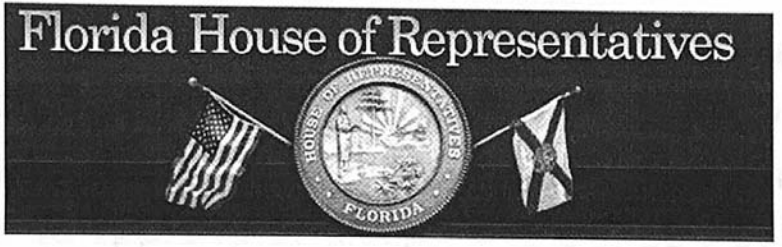
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Normalcy & Prudent Parenting For Group Care



FLORIDA DEPARTMENT
OF CHILDREN AND FAMILIES
MYFLFAMILIES.COM

The Quality Parenting for Children in Foster Care Act also known as the "Let Kids be Kids Law"



Quality Parenting for Children in Foster Care Act – HB 215, Chapter 2013-21

- Provides for participation in age-appropriate extracurricular, enrichment, & social activities by children in out-of-home care; provides for use of reasonable & prudent parent standard for decision making about such activities;
- Provides definition for reasonable & prudent parent standard
- Creates F.S. 39.4091

Effective Date: July 1, 2013

The Quality Parenting for Children in Foster Care Act

- Purpose: "It is the intent of the Legislature to recognize the importance of making every effort to normalize the lives of children in out-of-home care and to empower a caregiver to approve or disapprove a child's participation in activities based on the caregiver's own assessment using a reasonable and prudent parent standard, without prior approval of the department, the caseworker, or the court."

F.S. 39.4091(1)(d)

Normalcy

The concept of "normalcy" for children in care does not mean a caregiver must *always* grant a child's request for an activity, outing, or community time.

It means that the child's status as a dependent should not be used to deny activities that are otherwise appropriate, according to the prudent parenting standard. Each child's activities must be evaluated for approval according to that child's history, behavior, and developmental level.

The power to make these decisions is given to the caregiver.

Normalcy

What if a Case Worker approves/denies an activity?

The case worker's role is the legal guardian and is the only one authorized to make certain decisions, such as medical, placement, and legal.

However, the foster parent's role is caregiver, and is the only person in a position to make a reasonable and prudent parenting decision based on your knowledge of and relationship with the child.

A caseworker can tell a child if an activity is possible (legally), but a caregiver ultimately decides if it is allowed. The only exception is activities that are court ordered.

Liability

- A caregiver is not liable for harm caused to a child in care who participates in an activity approved by the caregiver, provided that the caregiver **has acted as a reasonable and prudent parent**. This section does not remove or limit any existing liability protection afforded by statute.

F.S. 39.4091(3)(d)



2022 Florida Statutes

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Title V JUDICIAL BRANCH

Chapter 39 PROCEEDINGS RELATING TO CHILDREN

SECTION 4091 Participation in childhood activities.

39.4091 Participation in childhood activities.—
(1) FINDINGS AND INTENT.—
(a) The Legislature finds that every day parents make important decisions about their child's participation in activities and that caregivers for children in out-of-home care are faced with making the same decisions for a child in their care.
(b) The Legislature also finds that when a caregiver makes decisions, he or she must consider applicable laws, rules, and regulations to safeguard the health and safety of a child in out-of-home care and that those rules and regulations have commonly been interpreted to prohibit children in out-of-home care from participating in extracurricular activities.
(c) The Legislature further finds that participation in these types of activities is important to the child's well-being, not only emotionally, but in developing valuable life-coping skills.
(d) It is the intent of the Legislature to recognize the importance of making every effort to normalize the lives of children in out-of-home care and to empower a caregiver to approve or disapprove a child's participation in activities based on the caregiver's own assessment using a reasonable and prudent parent standard, without prior approval of the department, the caseworker, or the court.
(2) DEFINITIONS.—When used in this section, the term:
(a) "Age-appropriate" means activities or items that are generally accepted as suitable for children of the same chronological age or level of maturity. Age appropriateness is based on the development of cognitive, emotional, physical, and behavioral capacity that is typical for an age or age group.
(b) "Caregiver" means a person with whom the child is placed in out-of-home care, or a designated official for group care facilities licensed by the Department of Children and Families pursuant to s. 409.175.
(c) "Reasonable and prudent parent standard" means the standard characterized by careful and sensible parental decisions that maintain the child's health, safety, and best interests while at the same time encouraging the child's emotional and developmental growth, that a caregiver shall use when determining whether to allow a child in out-of-home care to participate in extracurricular, enrichment, and social activities.
(3) REQUIREMENTS FOR DECISIONMAKING.—
(a) Each child who comes into care under this chapter is entitled to participate in age-appropriate extracurricular, enrichment, and social activities.
(b) Caregivers must use a reasonable and prudent parent standard in determining whether to give permission for a child in out-of-home care to participate in extracurricular, enrichment, and social activities. When using the reasonable and prudent parent standard, the caregiver shall consider:
1. The child's age, maturity, and developmental level to maintain the overall health and safety of the child.
2. The potential risk factors and the appropriateness of the extracurricular, enrichment, and social activity.
3. The best interest of the child based on information known by the caregiver.
4. The importance of encouraging the child's emotional and developmental growth.
5. The importance of providing the child with the most family-like living experience possible.
6. The behavioral history of the child and the child's ability to safely participate in the proposed activity

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and that those agencies promote and protect the ability of dependent children to participate in age-appropriate extracurricular, enrichment, and social activities.
(d) A caregiver as defined in this section is not liable for harm caused to a child in care who participates in an activity approved by the caregiver, provided that the caregiver has acted as a reasonable and prudent parent. This section does not remove or limit any existing liability protection afforded by statute.
(4) RULEMAKING.—The department shall adopt by rule procedures to administer this section.
History.—s. 2, ch. 2013-21.

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2022 Florida Statutes

< Back to Statute Search

Title XXX SOCIAL WELFARE

Chapter 409 SOCIAL AND ECONOMIC ASSISTANCE

SECTION 145 Care of children; "reasonable and prudent parent" standard.

409.145 Care of children; "reasonable and prudent parent" standard.—The child welfare system of the department shall operate as a coordinated community-based system of care which empowers all caregivers for children in foster care to provide quality parenting, including approving or disapproving a child's participation in activities based on the caregiver's assessment using the "reasonable and prudent parent" standard.

(1) SYSTEM OF CARE.—The department shall develop, implement, and administer a coordinated community-based system of care for children who are found to be dependent and their families. This system of care must be directed toward the following goals:

(a) Prevention of separation of children from their families.

(b) Intervention to allow children to remain safely in their own homes.

(c) Reunification of families who have had children removed from their care.

(d) Safety for children who are separated from their families by providing alternative emergency or longer-term parenting arrangements.

(e) Focus on the well-being of children through emphasis on maintaining educational stability and providing timely health care.

(f) Permanency for children for whom reunification with their families is not possible or is not in the best interest of the child.

(g) The transition to independence and self-sufficiency for older children who remain in foster care through adolescence.

(2) REASONABLE AND PRUDENT PARENT STANDARD.—

(a) Definitions.—As used in this subsection, the term:

1. "Age-appropriate" means an activity or item that is generally accepted as suitable for a child of the same chronological age or level of maturity. Age appropriateness is based on the development of cognitive, emotional, physical, and behavioral capacity which is typical for an age or age group.

2. "Caregiver" means a person with whom the child is placed in out-of-home care, or a designated official for a group care facility licensed by the department under s. 409.175.

3. "Reasonable and prudent parent" standard means the standard of care used by a caregiver in determining whether to allow a child in his or her care to participate in extracurricular, enrichment, and social activities. This standard is characterized by careful and thoughtful parental decisionmaking that is intended to maintain a child's health, safety, and best interest while encouraging the child's emotional and developmental growth.

(b) Application of standard of care.—

1. Every child who comes into out-of-home care pursuant to this chapter is entitled to participate in age-appropriate extracurricular, enrichment, and social activities.

2. Each caregiver shall use the reasonable and prudent parent standard in determining whether to give permission for a child living in out-of-home care to participate in extracurricular, enrichment, or social activities. When using the reasonable and prudent parent standard, the caregiver must consider:

a. The child's age, maturity, and developmental level to maintain the overall health and safety of the child.

b. The potential risk factors and the appropriateness of the extracurricular, enrichment, or social activity

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(c) Verification of services delivered.—The department and each community-based care lead agency shall verify that private agencies providing out-of-home care services to dependent children have policies in place which are consistent with this section and that these agencies promote and protect the ability of dependent children to participate in age-appropriate extracurricular, enrichment, and social activities.
(d) Limitation of liability.—A caregiver is not liable for harm caused to a child who participates in an activity approved by the caregiver, provided that the caregiver has acted in accordance with the reasonable and prudent parent standard. This paragraph may not be interpreted as removing or limiting any existing liability protection afforded by law.
(3) ROOM AND BOARD RATES.—
(a) Effective July 1, 2022, room and board rates shall be paid to foster parents, including relative and nonrelative caregivers who are licensed as a level I child-specific foster placement, and to relative and nonrelative caregivers who are participating in the Relative Caregiver Program and receiving payments pursuant to s. **39.5085**(2)(d)1. or 2., as follows:

Monthly Room and Board Rate

0-5 Years Age	6-12 Years Age	13-21 Years Age
$517.94	$531.21	$621.77

(b) Each January, foster parents, including relative and nonrelative caregivers who are licensed as a level I child-specific foster placement and relative and nonrelative caregivers who are participating in the Relative Caregiver Program and receiving payments pursuant to s. **39.5085**(2)(d)1. or 2., shall receive an annual cost of living increase. The department shall calculate the new room and board rate increase equal to the percentage change in the Consumer Price Index for All Urban Consumers, U.S. City Average, All Items, not seasonally adjusted, or successor reports, for the preceding December compared to the prior December as initially reported by the United States Department of Labor, Bureau of Labor Statistics. The department shall make available the adjusted room and board rates annually.
(c) The amount of the monthly room and board rate may be increased upon agreement among the department, the community-based care lead agency, and the foster parent.
(d) Effective July 1, 2022, community-based care lead agencies providing care under contract with the department shall pay a supplemental room and board payment to foster parents, including relative and nonrelative caregivers who are licensed as a level I child-specific foster placement and relative and nonrelative caregivers who are participating in the Relative Caregiver Program and receiving payments pursuant to s. **39.5085**(2)(d)1. or 2., on a per-child basis, for providing independent life skills and normalcy supports to children who are 13 through 17 years of age placed in their care. The supplemental payment must be paid monthly in addition to the current monthly room and board rate payment. The supplemental monthly payment shall be based on 10 percent of the monthly room and board rate for children 13 through 21 years of age as provided under this section and adjusted annually.
(4) CHILD CARE SUBSIDY.—Any foster parents and relative or nonrelative caregivers, regardless of whether the relative or nonrelative caregivers are licensed as a level I child-specific foster placement or participate in the Relative Caregiver Program, who have a child placed in out-of-home care in the home between the age of birth to school entry shall receive a payment of $200 per month per child to pay toward the cost of an early learning or child care program.
(5) RULEMAKING.—The department shall adopt by rule procedures to administer this section.
History.—s. 1, ch. 69-268; ss. 19, 35, ch. 69-106; s. 1, ch. 70-255; s. 26, ch. 73-334; s. 3, ch. 76-168; s. 273, ch. 77-147; s. 1, ch. 77-457; s. 4, ch. 78-190; s. 5, ch. 78-433; s. 101, ch. 79-164; s. 1, ch. 80-174; ss. 2, 3, ch. 81-318; ss. 1, 3, 4, ch. 83-250; s. 39, ch. 88-337; ss. 3, 4, ch. 93-115; ss. 46, 55, ch. 94-164; s. 42, ch. 97-103; s. 37, ch. 98-280; s. 77, ch. 2000-139; s. 49, ch. 2000-153; s. 1, ch. 2000-180; s. 9

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February 16, 2023

Mr. Darin Autrey, AIA
Zoller Autrey Architects
914 14th Street W.
Bradenton, Fl. 34205

PH: (941) 748-4465
Fax: (941) 747-7952

Re: Children's Safe Place
Fire Sprinkler System Review

Darin,

On February 6, 2023 a representative of Quest Design Group, Inc visited the proposed Children's Safe Place, located at 1819 5th Street West, Bradenton, Florida 34205 to review the existing fire sprinkler system. The purpose of our site visit was to determine if the existing fire sprinkler system installation is adequate in its current condition and to determine its suitability for future use during a building renovation. It is our understanding; the Fire Marshall has stated concerns as to the capacity of the current fire protection system to provide adequate protection for the new tenant. The following is our findings including recommendations.

The site fire service is currently supplied from the City of Bradenton water main located on 5th Street West. The property's site fire service routes through an existing 4" double check valve detector assembly (DCDA) backflow device with a 2½" Siamese Fire Department Connection (FDC) located directly downstream of the backflow outlet OS&Y gate valve. Two (2) OS&Y gate valves service the DCDA backflow and are chained to prevent tampering. There is an existing 4" fire main stub-up located on the north side of the building supplying the fire sprinkler system via a 4" riser check valve with supply side and outlet side gauges and a system main drain valve. Fire sprinkler system piping within the building was observed to be copper tubing. Existing semi-recessed pendent fire sprinklers, located in the majority of the areas appear to be quick response, standard coverage with a K-Factor of 5.6. There are existing institutional style horizontal sidewall sprinklers installed in the old dorm rooms and group bathrooms. The existing institutional style horizontal sidewall sprinklers appear to be standard response, standard coverage and also have a K-Factor of 5.6.

The majority of this building would continue to be classified as Light Hazard in accordance with NFPA 13 requirements. The Kitchen, Kitchen Service area, Supply, Pantry, Utility, Laundry, Storage, and mechanical closets would classify as Ordinary Hazard Group 1 in accordance with NFPA 13 requirements. Existing sprinkler spacing and coverage throughout the majority of the building appears to be compliant

with NFPA 13 requirements for light hazard occupancies utilizing standard coverage sprinklers. However, sprinkler coverage in the existing Kitchen, Kitchen Service area, and the large Dorm Rooms (located on the north and south sides of the building) appears to be inadequate for the standard coverage sprinklers currently installed. It was observed on site the existing site fire service backflow device was copper tube and last inspected in 2016. The Hydraulic Data Plate on the riser is severely sun damaged and difficult to read; hence it is our recommendation that the Owner have a qualified and licensed Fire Sprinkler System installer inspect and evaluate the current sprinkler system. The inspection, reports and documentation should be in accordance with the requirements of NFPA 25, *"Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection System"* and provided to the Owner for their records.

It is our opinion, the existing site fire service appears to be of adequate size for continued service for suppling the building fire sprinkler system. It is also our opinion the current fire sprinkler system within the building shall require modifications to provide coverage as required by chapter 32 of NFPA 101 and NFPA 13. The building permit documents for this proposed renovation shall include a fire protection performance specification in accordance with the Florida Administrative Code, Chapter 61G15-32. The fire protection performance specifications shall provide direction for the installing Fire Sprinkler Contractor to prepare fire sprinkler system shop drawings and hydraulic calculations for the building.

Please call if you have any questions.

Sincerely,

JON DANIEL SHEPARD LICENSE No. 71536 02-16-23 STATE OF FLORIDA PROFESSIONAL ENGINEER

Jon Shepard, P.E.
QUEST DESIGN GROUP, INC.

Cc: File #21-530

This document has been digitally signed and sealed by Jon D. Shepard, PE on February 16, 2023 using a Digital Signature. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

Special Use Application

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400
www.cityofbradenton.com

bradenton
The Friendly City

CONTACT INFORMATION — REQUIRED

Name of Property Owner: 1803 5th St Land Trust ,Facility Service Corporation Trustee

Owner Address: 1803 5th St W bradenton Fl 34205 Telephone: 813-704-3863

Name of Agent: Benjamin Hollins

Agent Address: 6850 N 50th St Tampa Fl 33610 Telephone: 813-704-3863

Owner/Agent Email: InsEquity@gmail.com

PROPERTY INFORMATION — REQUIRED

Property Address: 1803 5th Street West. Bradenton FL 34205

Parcel ID: 4493800209 Acreage: 1.074

Zoning District: C *click to view Zoning map

Future Land Use: UCC *click to view FLU map

Ward #: 5 *click to view Ward map

Neighborhood #: 7.05 *click to view Neighborhoods map

DESCRIPTION — REQUIRED

Indicate Type of Special Use Request:

Special Use ☑ Special Use-Amendment ☐

Provide a brief description of the propose land use activity: Resident Group Care Facility (CCA)

Residential Board and Care Facility for up to 27 Occupants (NFPA 32.3) (FBC I-3 Cond 1 = Group R) for at risk Youths

MATERIALS FOR REVIEW — REQUIRED

► **Special Use**
- ° Special Use Application Fee: **$1,820**
- ° Notarized Agent Authorization Form, if applicable
- ° Letter of Request
- ° Review Criteria (see page 2 for Special Use Review Criteria)

► ° Site Plan
- ° Property Survey signed & sealed within the last 3 years
- ° One (1) electronic copy in pdf format of Application and all required support materials

► **Special Use Permit - Amendment**
- ° Special Use Amendment Application Fee: **$1,820**
- ° Notarized Agent Authorization Form, if applicable
- ° Letter of Request
- ° Property Survey signed & sealed within the last 3 years
- ° One (1) electronic copy in pdf format of Application and all required support materials including site plan

CITY STAFF ONLY — CITY STAFF ONLY

Application Fees:
Fee Required: **$1,820** (Special Use)
$1,820 (Special Use-Amendment)

Application Sufficiency:
Sufficient:☐
Incomplete:☐

FEE COLLECTED: $1820.00

RECEIPT #: 016064-0003

APPLICATION #: 212109

CITY COUNCIL:

PLANNING COMMISSION:

DRC:

REVIEW DATES – TO BE COMPLETED BY CITY STAFF

Special Use Application

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REVIEW CRITERIA

SPECIAL USE and SPECIAL USE-AMENDMENT REVIEW CRITERIA:

Special Use and Special Use-Amendments shall comply with and be reviewed using the Special Use criteria found in Section 3.3 of the Land Use Regulations to determine whether to allow the use at the proposed location and to determine appropriate conditions to the use.

Prepare detailed written responses, using factual statements (called Findings of Fact) to explain how the requested Special Use complies with each of the following review criteria:

1. *Adequacy of ingress and egress to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access.*
2. *Location and design of off-street parking and loading areas in regard to the items in "1" above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.*
3. *Location and design of refuse and service areas in regard to availability, adequacy and effect upon surrounding properties.*
4. *Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.*
5. *Screening, buffering or separation of any nuisance or hazardous feature of the use.*
6. *Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.*
7. *Effect upon the value of surrounding properties; the use shall not hinder the development of nearby vacant properties or adversely affect their economic values.*
8. *Adequacy of land and/or building which are to be used.*
9. *General compatibility or appropriateness with adjacent properties and other property in the district with special consideration given to proposed hours of operation.*
10. *Environmental quality of the district in which the use is proposed and the effect the Special Use Permit might have on such quality.*
11. *Consistency with the City of Bradenton Comprehensive Plan.*

SITE PLAN REQUIRMENTS

SPECIAL USE and SPECIAL USE AMENDMENT SITE PLAN REQUIRMENTS:

Please prepare an accurate, legible, scaled site plan containing the following information:

REQUIRED

A. *The dimensions of the lot, all existing and proposed buildings, setbacks, easements, driveways, landscaping and trees, and fences.*
B. *Parking design and availability*
C. *Traffic impacts*
D. *Location and design of trash collection areas,* See revised plan set sheets A-0, A-10 and A-40
E. *Utilities on the site*
F. *Signs and exterior lighting*

SPECIAL USE PROCEDURES

SPECIAL USE REVIEW PROCEDURE:

Step 1: Pre-Application Meeting

Prior to submitting an application for a Special Use Permit, please schedule a pre-application meeting by contacting Karen Aihara at (941)932-9407. Cost for a Pre-Application meeting is $100.00. This amount is deducted from your application fee. Meetings are held the first and third Tuesday of each month by appointment only. At these meetings, the Development Review Committee (Fire, Public Works, Police, Building, Planning & Zoning), will review the proposed Special Use and offer constructive input. The Pre-Application meeting is required in order to file an application.

Step 2: Application Submittal

An official Special Use Permit application must be completely filled out and submitted to Planning and Community Development (PCD) by the second Thursday of the month, no later than 4:00 PM. Failure to meet this deadline will result in delay of application consideration.

Step 3: 1st Sign Posting

About two weeks before the Planning Commission meeting, the PCD Department will contact the owner or authorized agent (applicant) to pick up the required public notice sign from the PCD Department. The sign must be posted on the property 10 days before the meeting. The applicant is required to sign a notarized affidavit stating that the signs have been posted. The affidavit will be kept on file.

Step 4: Staff Review

The PCD Staff will review the application and create a Staff Evaluation and Analysis Report with a recommendation to the reviewing bodies. The PCD staff will then send to the applicant a copy of the agenda for the Planning Commission meeting as a reminder of the date and time.

Step 5: First Public Hearing (Planning Commission)

The Planning Commission will hold a public hearing of the request and will allow anyone interested to speak for or against the request. The Planning Commission is an appointed board which meets the third Wednesday of each month at 2:00 PM in City Council Chambers at City Hall, 101 Old Main Street. After reviewing the evidence presented, the Planning Commission will make a recommendation to the City Council for approval, approval with stipulations, or denial. Notice of the request will be placed in the Bradenton Herald 10 days prior to the Planning Commission meeting. People owning property within 300 feet of the subject property will also be notified by the City.

The PCD staff will then send a letter to the applicant confirming the recommendation of the Planning Commission to the City Council. Unless the Planning Commission has requested changes to the site plan or submission of additional information, nothing else is required except sign posting.

Step 6: 2nd Sign Posting

The second sign must be posted on the property 10 days before the City Council meeting. An affidavit is required for this sign, as well, and will be kept on file.

Step 7: Second Public Hearing and Final Determination

The City Council will hold a second public hearing of the request and will allow anyone interested to speak for or against the request. The City Council is an elected board, which considers Special Use Permits on the second and fourth Wednesdays of each month at 8:30 AM. Notice of the request will be placed in the Bradenton Herald 10 days prior to the City Council meeting. After reviewing the evidence presented, it will vote to approve, approve with stipulations, or deny the request. The decision of the City Council may be appealed to Circuit Court and must be done within 30 days of its decision.

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: 1803 5th Street West. Bradenton FL 34205

I, Facility Service Corporation Tustee, the registered property owner(s) of the above noted property, do hereby authorize

Ben Hollins — Print Name of Agent

Facility Service Corporation — 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)
6850 N 50th St Tampa Fl 33610 813--704-3863

Signature of Agent

Agent Address and Phone

STATE OF FLORIDA, ~~MANATEE~~ Pinellas COUNTY

The Foregoing instrument was acknowledged before me by means of 4th physical presence or ___ online notarization, this 4th day of October, produced FLDLH452070761330 respectively, as identification and who did (did not) take an oath:

NOTARY — REQUIRED

Signature

Daisha Lamont, Notary Public
Print Name

State of Florida
My Commission Expires: 08/17/2026

DAISHA LAMONT
Notary Public
State of Florida
Comm# HH302293
Expires 8/17/2026

NARRATIVE (UPDATED October 4th, 2022)

This application is for a Special Use Permit for Children's Safe Place LLC. d.b.a. Horizons Care, in conjunction with, 1803 5th street Land trust, who purchased the former Juvenile Detention Center located at 1803 5th Street *W*est, Bradenton, Florida 34205

Children's Safe Place LLC is requesting the ability to now use this property and building as a Residential Group Care Facility for adolescents that are at risk of being sex trafficked. A facility Licensed by DCF as a (CCA) Child Caring Agency under 65C-46 of the administrative code. Which will offer secure, Residential Care and Therapeutic Care, providing outlined service plans and group counseling.

Professional services will be delivered by our team in multifaceted avenues of approach, with operations 24 hours a day, 7 days a week and is licensed by DCF to serve in out of home care for adolescents who are at risk of being sex trafficked as described in se Safe harbor placement and who meet the placement criteria for this inherent purpose. The facility will house 27 residents and the duration of residency will vary depending on the departments need of placement for the youth until either they reach a point of reunification, adoption or they age out.

The Proposed Residential Group Care Facility will be operated by Nelson Hurdle and Jacquline Collins through Children's Safe Place LLC., a licensed (CCA) Child Caring Agency.

Nelson Hurdle has a has a Juris Doctorate in Law (JD), M.S. Industrial Administration (MBA) certified project Management Professional (PMP) Project Management Institute. Served as a program Manager and Executive Director successfully for 18 years providing long term foster care and youth development services to young men ages 13-18.

Jaqculine Collins has been a program director of Children's Safe Place for 5 years and held a Department of Children and Families Licensed Child Care Facility in Manatee County for 13 years. She had experience working with children and families from age 0 to 13. She also provided services through the Early Learning Coalition, Southwest Food Program, and a member of Florida Child Care Association.

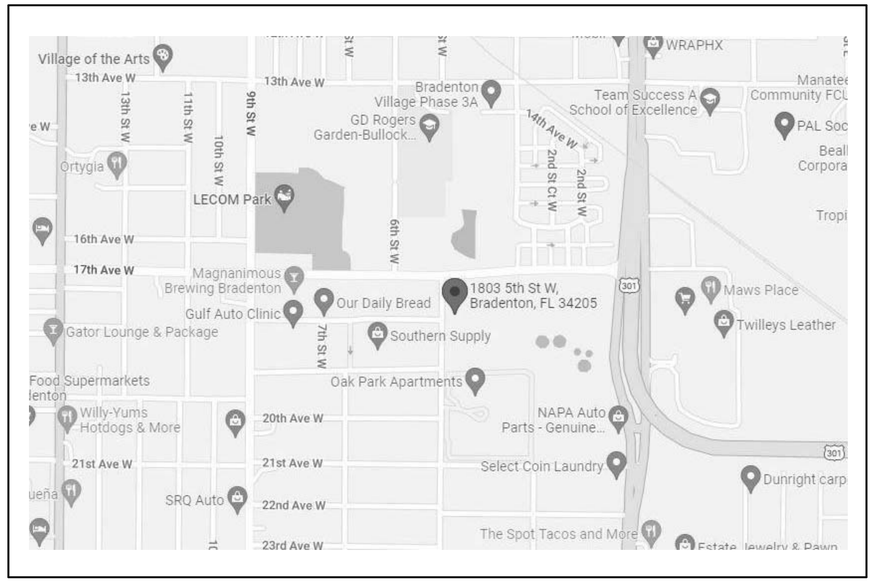
The Subject Parcel location at 1803 5th street West is an existing Juvenile Detention Center currently *z*oned (UCC) Urban Commercial Corridor. The subject parcel has historically been used as an institutional land use since at least the 1970's. The building has most recently been used as a juvenile detention facility and is well suited to be repurposed as a Residential Group Care Facility for adolescents at risk of being sex trafficked. Due to the sensitive nature of the children's situation of them being at risk of being sex trafficked or other forms of human

trafficking, we request that the 10' non scalable fencing remain in place. This is not deemed a lockdown facility however it is very restrictive, while we cater to minors who some have come

from very abusive and traumatizing situations sometimes, they find their way back to their abuser or the person who was victimizing them. If a child request to leave the premises they will be required to sign out, only under some circumstances will they be allowed to leave unsupervised after providing an approved amount of information to staff on shift and they must meet program age requirements to do so. If the children decide they no longer want to reside at the facility it is arranged for their pickup and transportation to a safe place for them to reside. The current prohibitory architecture of the existing building is ideal because it prevents them from putting themselves in imminent danger while also diminishing any impact to the surrounding neighborhoods from any mischievous behaviors. The proposed usage for this building is in sync with the historical usage of this building, which had extraordinarily little impact on the large multifamily residential zoned property located to the south of the building. *W*e request the 10' required buffer be reduced from 10' to O' on the North side of the property. It is currently an institutional building used for vehicle maintenance for the city. The subject property currently neighbors the Juvenile Detention Center to the East and a city vehicle maintenance to the North. There is no impact on adjacent properties that sit to the East and

the north since the existing property serves Institutional usage as our proposed property does. The property to the north will not be impacted it is a parking lot The multifamily neighborhood is fenced with heavy foliage between the two properties that would be harmonious with the proposed land use and provide a natural partition between the properties. See Exhibit A. Moreover, a building that is designed to be used as a Juvenile Detention Facility, the building only has a limited number of lands uses that would spatially work on this site. The proposed usage not only coincides with its previous usage that created no impact to neighborhood to the south, but it is also very secure with fencing, Dense vegetation, the building secure and almost isolated in its positioning to serve as a good neighbor to the land uses around it. Due to it use as an adolescent Residential Group Care none of the residents will have a vehicle which will cut down on traffic noise that will minimize any impact on any other surrounding land uses. The residents will be monitored through Closed circuit camera system and will receive 24-hour supervision.

The current building has been abandoned and unmaintained for several years. The applicant is intending on making substantial investment in this property and the revitalization of this property will be an asset to the neighborhood.



1 PROJECT LOCATION MAP

SCALE: N.T.S.

FACILITY SERVICE CORP. CHILDREN'S SAFE PLACE RENOVATION

TO SERVE:

1803 5th ST. WEST
BRADENTON, FL 34205
P.I.D.# 4493800209

Building Code Analysis

SITE FACTORS
ZONING: . . . . . UCC

REQUIRED SETBACKS TO PROPERTY LINES: . . . . . (F) 20 FT (R) 15 FT (LS) 10 FT (RS) 10 FT
ADJACENT TO RESIDENTIAL: . . . . . 35 FT
ADJACENT TO ACCESSORY: . . . . . 10 FT
MAXIMUM HEIGHT (STORIES/FEET) . . . . . 2 / 60
PROPOSED HEIGHT (STORIES/FEET) . . . . . 1 / 13

BUILDING FACTORS
CODES IN EFFECT AND YEAR . . . . . 2020 FLORIDA BUILDING CODE, 7TH ED.

CLASSIFICATION OF BUILDING BY OCCUPANCY: . . . . . I-3, CONDITION 1
A CONDITION 1 FACILITY IS PERMITTED TO BE CONSTRUCTED AS GROUP R.
CLASSIFICATION OF BUILDING BY CONSTRUCTION TYPE: . . . . . V-B
CLASSIFICATION OF WORK: . . . . . LEVEL 2 RENOVATION

SPRINKLERED: S-1
THRESHOLD BUILDING: . . . . . NO
FLOOD ZONE: X
BASE FLOOD ELEVATION: . . . . . -

BUILDING HEIGHT & AREA (FBC TABLES 504.3a, 504.4 AND 506.2) / ALLOWABLE AREA (FBC SECTION 506)
BUILDING HEIGHT (ALLOWABLE / ACTUAL) . . . . . 60 / 13
NUMBER OF STORIES (ALLOWABLE / ACTUAL) . . . . . 2 / 1

ALLOWABLE FLOOR AREA PER STORY: . . . . . 21,250 S.F. (SEE BELOW - ALLOWABLE AREA)
FLOOR AREA PER FLOOR, GROSS PER FLOOR: . . . . . 21,250 S.F.
BUILDING FLOOR AREA, GROSS ENTIRE BUILDING: . . . . . 5,700 S.F.

ALLOWABLE AREA CALCULATION PER (FBC SECTION 506): . . . . . $A_a = A_t + (NS \times I_f) = 20{,}000 + (5{,}000 \times .25) = 21{,}250$ S.F.

SCOPE OF WORK
SCOPE OF WORK CONSISTS OF THE RENOVATION OF AN EXISTING 1 STORY 5,700 S.F. BUILDING

FIRE RESISTANCE RATING OF BUILDING COMPONENTS AND PERCENTAGE OF OPENINGS (FBC TABLES 601 AND 602)
HORIZONTAL SEPARATION FROM PROPERTY LINES AND/OR BUILDINGS:
(F) 60.5± FT (R) 48.2± FT (LS) 26.2± FT (RS) 108.9± FT

STRUCTURAL FRAME (INCLUDING COLUMNS, GIRDERS AND TRUSSES): . . . . . 0 HOURS
EXTERIOR BEARING WALL RATING REQUIREMENTS: . . . . . 0 HOURS
EXTERIOR NON-BEARING WALL RATING REQUIREMENTS: . . . . . 0 HOURS

INTERIOR BEARING WALL RATING REQUIREMENTS: . . . . . 0 HOURS
INTERIOR NON- BEARING WALL RATING REQUIREMENTS: . . . . . 0 HOURS
FLOOR CONSTRUCTION (INCLUDING SUPPORTING BEAMS AND JOISTS): . . . . . 0 HOURS

ROOF CONSTRUCTION (INCLUDING SUPPORTING BEAMS AND JOISTS): . . . . . 0 HOURS

EXIT ACCESS ENCLOSURES / CORRIDORS (Table 1020.1): . . . . . 0.5 HOURS
EXIT ENCLOSURES / STAIRS: . . . . . N/A
TENANT SEPARATION (FBC 708.1 EXCEPTION 3.): . . . . . 0.5 HOURS

MAXIMUM ALLOWABLE EXIT ACCESS TRAVEL DISTANCE (Table 1017.2): . . . . . 200 FT

STANDPIPE SYSTEM (FBC 905.1) . . . . . N/A

Index Of Drawings

ARCHITECTURAL
A-0 COVER SHEET
A-10 SITE PLAN
A-40 LIFE SAFETY PLAN

ZOLLER AUTREY ARCHITECTS
PA AA C000557
914 TAMIAMI TRAIL
BRADENTON, FL 34205
O: (941) 748-4465
WWW . ZAARCH . COM
Email : JNZ @ZAarch.com

Darin L . Autrey , AIA , FL Architect : AR-93529
Samuel D. Cassity , AIA , FL Architect : AR-14761
Dan Johnson , AIA , FL Architect : AR-99883

THE ARCHITECT CERTIFIES THAT, TO THE BEST OF HIS KNOWLEDGE, THE DESIGN REPRESENTED COMPLIES WITH THE FLORIDA BUILDING CODE, 7TH ED

ALL RIGHTS RESERVED: REPRODUCTION OF ANY PORTION OF THESE PLANS IS PROHIBITED © 2019

SCALE BAR = 1"
THIS BAR SHOULD MEASURE ONE (1) STANDARD INCH. SHOULD IT MEASURE OTHERWISE, THEN SCALE THE DRAWING ACCORDINGLY.

Project :
RENOVATION FOR
CHILDREN'S SAFE PLACE
1803 5th ST. WEST
BRADENTON, FL 34205

Owner :
FACILITY SERVICE CORP
6850 North 50th Street,
Tampa, FL 33610

Revisions :

#	Date	Description

Project Number
2226

Publish Date
09/02/2022

Project Manager / Drawn By
SC / DAB

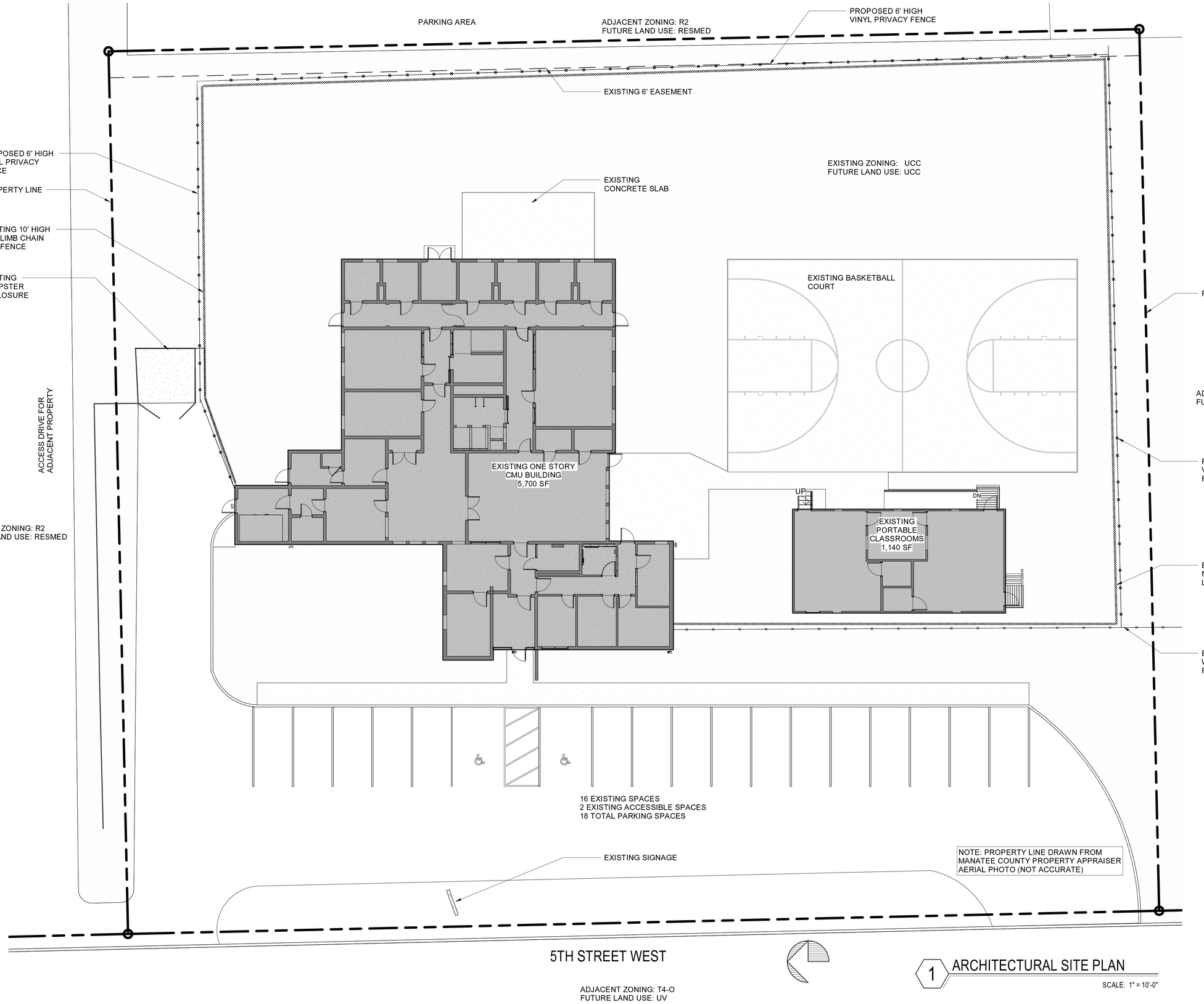
Sheet Title
COVER SHEET

Sheet Number
A-0

CITY OF BRADENTON PLANNING REVIEW-NOT FOR CONSTRUCTION

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1 ARCHITECTURAL SITE PLAN

SCALE: 1" = 10'-0"

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BRADENTON, FL 34205
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Project Manager / Drawn By
CHK / DRW

Sheet Title
SITE PLAN

Sheet Number
A-10

CITY OF BRADENTON PLANNING REVIEW-NOT FOR CONSTRUCTION

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DCA - OCCUPANT LOADS

50 SQ. FT. PER CHILD IN SLEEPING ROOMS

OCCUPANCY
27 CHILDREN
5 DAY STAFF (1 per 6 children)
3 NIGHT STAFF (1 per 12 children)

32 TOTAL DAY OCCUPANTS

BOYS ONLY FACILITY

ONLY INDIVIDUALS CAPABLE OF RESPONDING TO EMERGENCY SITUATIONS TO COMPLETE BUILDING EVACUATION SHALL BE HOUSED AT THIS LOCATION

DCA - PLUMBING FIXTURES

FIXTURE	REQUIRED	EXISTING	PROPOSED	TOTAL
WC (1 PER 6)	5	4	0	4
LAVATORIES (1 PER 6)	5	5	0	5
URINALS	0	2	0	2
SHOWERS /TUBS (1 PER 6)	5	5	0	5
DRINKING FOUNTAINS (1 PER 100)	1	0	1	1
SERVICE SINKS	1	0	1	1

FBC - OCCUPANT LOADS

AREA PER OCCUPANT (F.B.C. 2020, TABLE 1004.5)

MAIN BUILDING OCCUPANCY CALCULATION

BUSINESS (1/150)	2,939.79 / 150 =	20
DORMITORIES (1/50)	1,876.24 / 50 =	38
COMMERCIAL KITCHEN (1/200)	451.87 / 200 =	3
ACCESSORY (1/300)	424.91 / 300 =	2

TOTAL OCCUPANT LOAD: 63 OCCUPANTS

PORTABLE OCCUPANCY CALCULATION

BUSINESS (1/150)	1,139.88 / 150 = 8

TOTAL OCCUPANT LOAD: 8 OCCUPANTS

OCCUPANCY

- BUSINESS
- DORMITORIES
- COMMERCIAL KITCHEN
- ACCESSORY

LIFESAFETY CEILING LEGEND

	RECESSED EMERGENCY DOWNLIGHT
	EXIT SIGN
	EXIT SIGN W/ DIRECTIONAL ARROWS
H	HEAT DETECTOR
S	SMOKE DETECTOR
C	C02 DETECTOR
H	HEAT DETECTOR
A	ANSUL HOOD SYSTEM

LIFESAFETY LEGEND

FE	WALL MOUNTED FIRE EXTINGUISHER
FE	SEMI-RECESSED CABINET EQUAL TO UL INDUSTRIES MODEL PAN CFX1027C70 WITH UL RATED 3A-40B:C FIRE EXTINGUISHER
45'-0"	EGRESS PATH
H S	FIRE ALARM HORN STROBE
S	FIRE ALARM STROBE
P	FIRE ALARM PULL STATION
EM	EMERGENCY LIGHT
	WALL HUNG EXIST SIGN
FACP	FIRE ALARM CONTROL PANEL
ANUN	FIRE ALARM ANNUNCIATOR

NOTE: FIRE EXTINGUISHERS SHALL BE INSTALLED W/ TOP AT 4'-0" ABOVE FINISHED FLOOR.

THE BUILDING IS COMPLETELY FIRE SPRINKLER PROTECTED (NOT SHOWN ON DRAWINGS).
THE EXISTING FIRE SPRINKLER SYSTEM SHALL BE ACCESSED AND UPGRADED WITH QUICK RESPONSE CONCEALED HEADS. CORRIDOR & SLEEPING SEPARATION WALLS ARE REQUIRED TO BE .5 HR RATED. THE MAXIMUM TRAVEL DISTANCE FOR I-3 WITH SPRINKLER SYSTEM IS 200 FEET

WALL LEGEND

	EXISTING WALL TO REMAIN
	EXISTING 30 MINUTE WALL TO REMAIN
	PROPOSED INTERIOR METAL FRAMED WALL
	PROPOSED INTERIOR CMU WALL

DOOR LEGEND

R	DENOTES DOORS THAT SHALL HAVE A 20 MINUTE RATING
CA	DENOTES CONTROLLED ACCESS DOORS WITH FAIL-SECURE.
CFD	DENOTES COUNTER FIRE DOOR.

FBC - OCCUPANCY

I-3, CONDITION 1
PER FBC 308.5.1 CONDITION 1.
A CONDITION 1 FACILITY IS PERMITTED TO BE CONSTRUCTED AS GROUP R.

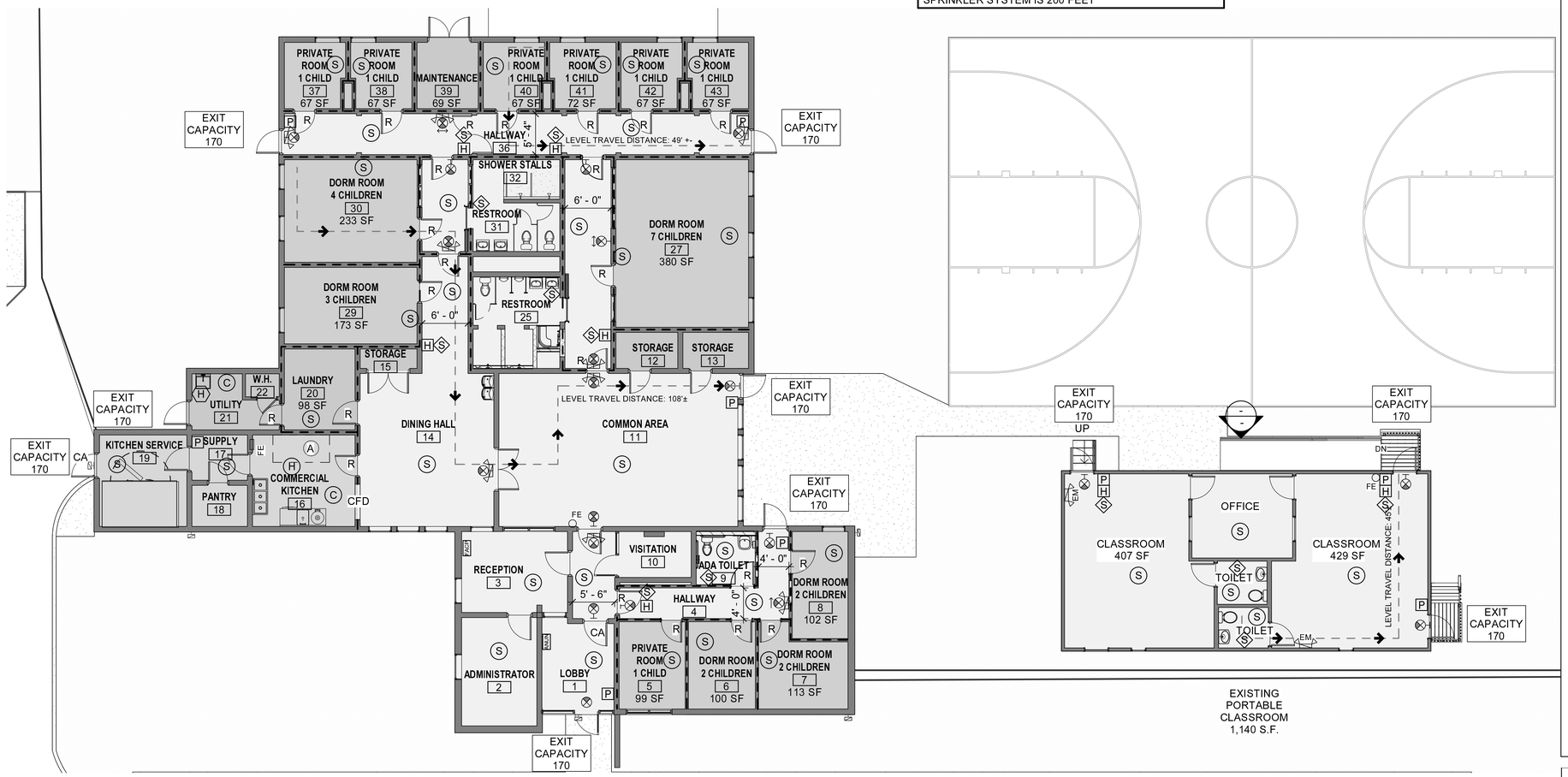
NFPA - OCCUPANCY

CHAPTER 32
NEW RESIDENTIAL
BOARD AND CARE OCCUPANCY
32.3 LARGE FACILITIES
16+ OCCUPANTS

32.3 LARGE FACILITIES
32.3.2.2.2 DOORS
(3) NO DOOR SHALL BE EQUIPPED WITH A LOCK OR LATCH THAT REQUIRES A KEY FROM THE EGRESS SIDE
(4) DELAYED EGRESS ELECTRICAL LOCKING SYSTEMS IN ACCORDANCE WITH 7.2.1.6.1 SHALL BE PERMITTED
(5) SENSOR-RELEASE OF ELECTRICAL LOCKING SYSTEMS SHALL BE PERMITTED
(6) DOOR LOCKING ARRANGEMENTS SHALL BE PERMITTED
(B) THE BUILDING IS PROTECTED BY AN APPROVED AUTOMATIC SPRINKLER SYSTEM IN ACCORDANCE WITH 32.3.3.5

FROM TABLE 32.3.1.3
CONSTRUCTION TYPE: V SPRINKLERED: YES
1 STORY PERMITTED

32.3.2.9 EMERGENCY LIGHTING EMERGENCY LIGHTING IN ACCORDANCE WITH SECTION 7.9 SHALL BE PROVIDED
32.3.2.11.2 LOCKUPS LOCKUPS IN RESIDENTIAL BOARD AND CARE OCCUPANCIES SHALL COMPLY WITH THE REQUIREMENTS OF 22.4.5
32.3.3.4.7 SMOKE ALARMS APPROVED SMOKE ALARMS SHALL BE INSTALLED IN ACCORDANCE WITH 9.6.2.10 INSIDE EVERY SLEEPING ROOM, OUTSIDE EVERY SLEEPING AREA IN THE IMMEDIATE VICINITY OF THE BEDROOMS, AND ON ALL LEVELS WITHIN A RESIDENT UNIT
32.3.3.4.8.1 CORRIDORS AND SPACES OPEN TO THE CORRIDORS, OTHER THAN THOSE MEETING THE REQUIREMENTS OF 32.3.3.4.8.3 SHALL BE PROVIDED WITH SMOKE DETECTORS THAT COMPLY WITH *NFPA 72* AND ARE ARRANGED TO INITIATE AN ALARM THAT IS AUDIBLE IN ALL SLEEPING AREAS
32.3.3.4.9 WHERE FUEL BURNING APPLIANCES OR FUEL BURNING FIREPLACES ARE INSTALLED OUTSIDE SLEEPING ROOMS CARBON MONOXIDE ALARMS OR CARBON MONOXIDE DETECTORS SHALL BE INSTALLED
32.3.3.6.2 SLEEPING ROOMS SHALL BE SEPARATED FROM ALL SPACES OTHER THAN ADJACENT SLEEPING ROOMS AND BATHROOMS DIRECTLY ACCESSIBLE FROM THE SLEEPING ROOMS, BY WALLS COMPLYING WITH 32.3.3.6.3 THROUGH 32.3.3.6.6
32.3.3.6.3 WALLS REQUIRED BY 32.3.3.6.2 SHALL BE SMOKE PARTITIONS IN ACCORDANCE WITH SECTION 8.4 HAVING A MINIMUM 1/2 HOUR FIRE RESISTANCE RATING
32.3.2.4.1 MEANS OF EGRESS SHALL COMPLY WITH THE FOLLOWING, EXCEPT AS OTHERWISE PERMITTED BY 32.3.2.4.2: (2) NOT LESS THAN TWO SEPARATE EXITS SHALL BE PROVIDED ON EVERY STORY.
32.3.3.2.2 THE AREAS DESCRIBED IN TABLE 32.3.3.2.2 SHALL BE PROTECTED AS INDICTED.
32.3.3.3 INTERIOR WALL AND CEILING FINISH MATERIALS COMPLYING WITH SECTION 10.2 SHALL BE IN ACCORDANCE WITH THE FOLLOWING: (1) EXIT ENCLOSURES-CLASS A
(2) LOBBIES AND CORRIDORIES- CLASS B
(3) ROOMS AND ENCLOSED SPACES-CLASS B
32.3.3.3.3.1 INTERIOR FLOOR FINISH SHALL COMPLY WITH SECTION 10.2.
32.3.3.7.1. EVERY STORY SHALL BE DIVIDED INTO NOT LESS THAN TWO SMOKE COMPARTMENTS, UNLESS IT MEETS THE REQUIREMENTS OF 32.2.27.4, 32.3.3.7.5, 32.3.3.7.6, 32.3.3.7.7, OR 32.3.3.7.8
32.7.5.1 NEW DRAPERIES, CURTAINS, AND OTHER SIMILAR LOOSELY HANGING FURNISHING AND DECORATIONS SHALL COMPLY WITH 32.7.5.1.1 AND 32.7.5.1.2.
32.7.5.2 NEW UPHOLSTERED FURNITURE WITHIN BOARD AND CARE FACILITIES SHALL COMPLY 32.7.5.2.1 OR 32.7.5.2.2.
32.7.5.3 NEWLY INTRODUCED MATTRESSES WITHIN BOARD AND CARE FACILITIES SHALL COMPLY WITH 32.7.5.3.1 OR 32.7.3.2.



1 LIFE SAFETY PLAN

SCALE: 1/8" = 1'-0"

THERE SHALL BE NO LOCK-DOWN ROOMS OR CHEMICAL RESTRAINTS ALLOWED IN THIS FACILITY

ZOLLER AUTREY ARCHITECTS
PA AA C000557
914 TAMIAMI TRAIL
BRADENTON, FL 34205
O: (941) 748-4465
WWW . ZAARCH . COM
Email : JNZ @ZAarch.com

Darin L. Autrey , AIA , FL Architect : AR-93529
Samuel D. Cassity , AIA , FL Architect : AR-14761
Dan Johnson , AIA , FL Architect : AR-99883

THE ARCHITECT CERTIFIES THAT, TO THE BEST OF HIS KNOWLEDGE, THE DESIGN REPRESENTED COMPLIES WITH THE FLORIDA BUILDING CODE, 7TH ED

ALL RIGHTS RESERVED: REPRODUCTION OF ANY PORTION OF THESE PLANS IS PROHIBITED © 2019

SCALE BAR = 1"
THIS BAR SHOULD MEASURE ONE (1) STANDARD INCH. SHOULD IT MEASURE OTHERWISE, THEN SCALE THE DRAWING ACCORDINGLY.

Project :
RENOVATION FOR CHILDREN'S SAFE PLACE
1803 5th ST. WEST
BRADENTON, FL 34205

Owner :
FACILITY SERVICE CORP
6850 North 50th Street,
Tampa, FL 33610

Revisions :

#	Date	Description

CITY OF BRADENTON PLANNING REVIEW-NOT FOR CONSTRUCTION

Project Number
2226

Publish Date
09/02/2022

Project Manager / Drawn By
SC / DAB

Sheet Title
LIFE SAFETY PLAN

Sheet Number
A-40

P:\Active\2022\2226 Children's Safe Place LLC\2226 Condocs\2226 Children's Safe Place LLC.rvt

9/2/2022 2:22:55 PM

586

ZOLLER AUTREY ARCHITECTS

September 19, 2022

City of Bradenton
Department of Planning & Community Development
101 Old Main St. W.
Bradenton FL 34205-7865
Phone: (941) 932-9400

Response to Comments via Email from Aaron Pilant, Police Sergeant, Patrol Support Services of the Bradenton Police Department. 941-932-9328

This letter is intended to address the specific questions asked by Sergeant Pilant via Email received Friday September 9, 2022.

This application is for a Special Use Permit for Children's Safe Place LLC d.b.a. Horizons Care, in conjunction with, 1803 5th Street Land Trust, who purchased the former Juvenile Detention Center located at 1803 5th Street West, Bradenton, Florida 34205. Children's Safe Place LLC has been classified by a Zoller Autrey Architects as a Florida Building Code Institutional I-3 Condition 1 Facility (permitted as Group R) and per NFPA 101 as a New Board and Care Occupancy (Chapter 32), with operations run by highly regarded administration providing housing and services up to 27 youth. Children's Safe Place LLC is a licensed child care agency operating under administrative code 65C-46.019 and meets the licensing requirements set forth in rules 65C-46.04 F.A.C.

Question 1 - If the facility is not a lockdown facility, this could produce numerous calls for service for runaways similar to Family Resources, an existing facility inside the city limits.

Response: Children's Safe Place will be a highly secured facility with controlled access and exit points for at risk youth children considered a safe harbor placement for children that have been sexually exploited or are at risk of being human trafficked. Children are not allowed to leave the facility without administrator approval or being signed out by a responsible party who must pass a level 2 background screening and who must present an ID or badge that will remain on file. The children are allowed to move freely within the confines of the facility including the 10-foot-high no-climb fence that surrounds the playground and building.

Question 2 - If the facility is not a lockdown facility, the facility will be located in a high crime area and near a homeless resource center, potentially exposing to any runaway or walk away to potential danger or increased sex trafficking risk.

Response: The facility will have a privacy fence or mesh screening around the 10-foot-high-climb fence to attempt to eliminate any outside influences of the neighboring area. No children will be allowed to walk or run away from the facility.

Question 3 - If the facility is a lockdown facility, what are the procedures to ensure residents do not leave the facility or abscond?

Response: The facility be staffed day and night to ensure the safety of the children within their care. A patient will only be allowed outside the facility with a staff escort. Children still have rights and can make a decision not to reside at the facility, at which they are instructed to make staff aware of their wishes and administrators will arrange for safe transport to a living situation that is a more favorable living situation for the resident.

The children will go on outings and be involved in activities under close staff supervision. Even with these rights it is a very restrictive living situation. They are not free to come and go without administrative approval or without being signed out to a responsible party who will present an ID or Badge and their ID will be held on file. 24-Hour closed-circuit cameras will monitor the property and the property also has a 10-foot-high no-climb fence to help prevent unapproved egress from the property or grounds.

Question 4 - Please describe in detail how children will be secured in the facility to prevent them from absconding. There is another children's home within the city that has secured doors to keep intruders out, but they are unable to keep children in the facility from simply walking out. This has caused numerous runaway juvenile reports and numerous calls for services from this location.

Response: The facility at children's safe Place is a secure facility whose key point of ingress and egress will remain locked and have staff deployed and monitoring for the purpose of restricting ease of access to unapproved people. The operational space allows for the facility to over staff to better manage children within the facility. A 10-foot-high-no-climb fence prevents children from egress without going through the proper channels. The facility will not utilize physical or chemical restraint, nor does it utilize any holding cells.

With Kind Regards,
Children's Safe Place LLC Team

And

STATE OF FLORIDA
DARIN L AUTREY
AR–93529
REGISTERED ARCHITECT
9/19/2022

Darin L Autrey
Principal Architect, AR-93529
Zoller Autrey Architects

Darin L Autrey

Digitally signed by Darin L Autrey
DN: c=US, o=Zoller Autrey Architects PA, dnQualifier=A01410D0000017BE45D1EA600011E08, cn=Darin L Autrey
Date: 2022.09.19 13:18:35 -04'00'

Parcel ID: 4493800209
Ownership: FACILITY SERVICE CORPORATION; 1803 5TH STREET LAND TRUST DTD 6/6/21
Owner Type: TRUSTEE & CORPORATION; UNDER TRUST
Mailing Address: FACILITY SERVICE CORPORATION, 1803 5TH STREET LAND TRUST DTD 6/6/21, 1001 POND RD, TAMPA FL 33612

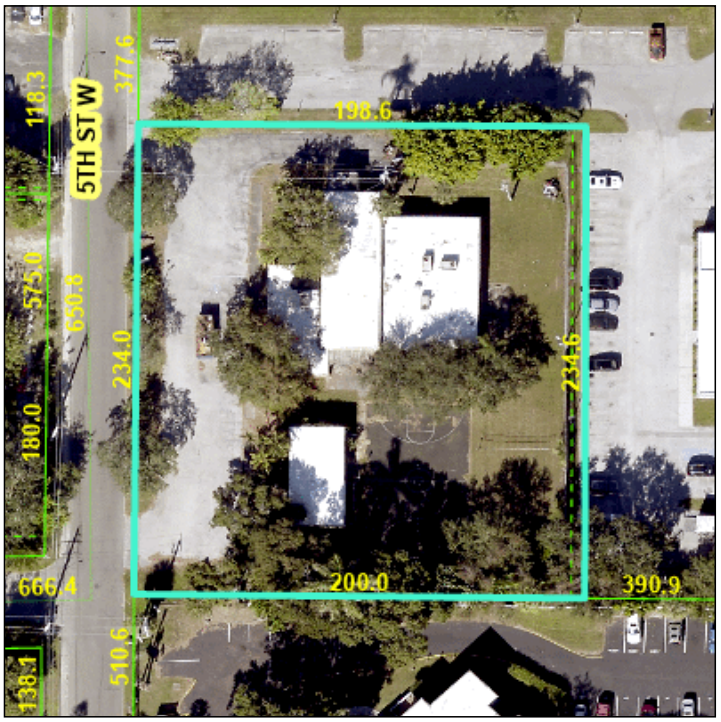
Situs Address: 1803 5TH ST W, BRADENTON FL 34205-8303
Jurisdiction: CITY OF BRADENTON
Tax District: 0021; CITY OF BRADENTON
Market Area: 73; COMMERCIAL-WEST OF I-75

Sec/Twp/Rge: 35-34S-17E
Neighborhood: 7355; CENTRL BRDNTN,US 41-BRADEN RV,70N-RIVER

Parcel Type: REAL PROPERTY
Parcel Created: 08/17/2011
Split/Combine: SPLIT
Parent Parcel ID: 4493800109
Map Number: 4B35

Land Use: 1264; Uninhabitable Commercial/Indust. (1555)
Land Size: 1.0740 Acres or 46,783 Square Feet
Building Area: 6,681 SqFt Under Roof / 6,537 SqFt Living or Business Area
Living Units: 1

Commercial Bldgs: 2



DESCRIPTION

COM AT THE SW COR OF THE NW 1/4 OF THE NE 1/4 OF THE SE 1/4 OF SEC 35, TWN 34, RNG 17, TH S 89 DEG 28 MIN E, A DIST OF 25.00 FT TO THE E R/W LN OF 5TH ST W FOR A POB; TH CONT S 89 DEG 28 MIN E, A DIST OF 200.00 FT; TH N 00 DEG W, A DIST OF 234.00 FT; TH N 89 DEG 28 MIN W, A DIST OF 200 FT TO THE E R/W LN OF 5TH ST W; TH S 00 DEG E ALG SD R/W LN A DIST OF 234.00 FT TO THE ABOVE MENTIONED POB, (OR 2374/7253); SUBJ TO EASMNT REC IN OR 2374/7255, PI#44938.0020/9

2022 PRELIMINARY CERTIFIED VALUES

	County	School	IndSpcDist	Municipality
Land Value:	153,566	153,566	153,566	153,566
Improvement Value:	426,591	426,591	426,591	426,591
Total Market Value:	580,157	580,157	580,157	580,157
Land Classified Agricultural:	0	0	0	0
Classified Use Value:	0	0	0	0
Classified Use Savings:	0	0	0	0
Ineligible for 10% Cap:	0	580,157	0	0
Eligible for 10% Cap Next Year:	0	0	0	0
Eligible for 10% Cap This Year:	580,157	0	580,157	580,157
10% Cap Savings:	0	0	0	0
Ineligible for SOH Cap:	580,157	580,157	580,157	580,157
Eligible for SOH Cap Next Year:	0	0	0	0
Eligible for SOH Cap This Year:	0	0	0	0
SOH Cap Savings:	0	0	0	0
Assessed Value:	580,157	580,157	580,157	580,157
Exempt Value:	0	0	0	0
Taxable Value:	580,157	580,157	580,157	580,157

ADDRESSES ASSIGNED TO THE PROPERTY

1803 5TH ST W
1805 5TH ST W
1819 5TH ST W

PROPERTY APPRAISER INSPECTIONS

02/01/2022	MBH	INSPECTION BY IMAGE TECHNOLOGY	SALES REVIEW
04/08/2020	MBJ	INSPECTION BY IMAGE TECHNOLOGY	5 YEAR STATUTORY REVIEW
03/25/2014	AJR	ON SITE INSPECTION	5 YEAR STATUTORY REVIEW

LAND INFORMATION

									---------- Frontage ----------		------- Depth -------					
#	Type	Code	Ag	Ex	Sqft	Acres	Rate	Value	Actual	Effect	Depth	Table	Factor	Override	Influences	Zoning
1	S	200	No	0%	46,783	1	4	153,566					1.0			BR_UCC

SALES INFORMATION

Salekey	Sale Date	Book/Page/Inst #	Instrument Type	V / I	Qual Code	Sale Price	Grantee	Grantor
2340672	7/15/2021	202141095423	DEED	I	01	$630,000	FACILITY SERVICE CORPORATION	ZAIDI ENTERPRISE LLC
2186511	3/14/2017	2664 / 2617	WARRANTY DEED	I	17	$265,000	ZAIDI ENTERPRISE LLC	CENTERSTONE OF FLORIDA INC
2134577	5/19/2015	2586 / 7514	MISCELLANEOUS	I	11	$	CENTERSTONE OF FLORIDA INC	MANATEE GLENS CORPORATION
2016924	3/29/2011	2374 / 7253	DEED	I	18	$10	MANATEE GLENS CORPORATION	MANATEE COUNTY

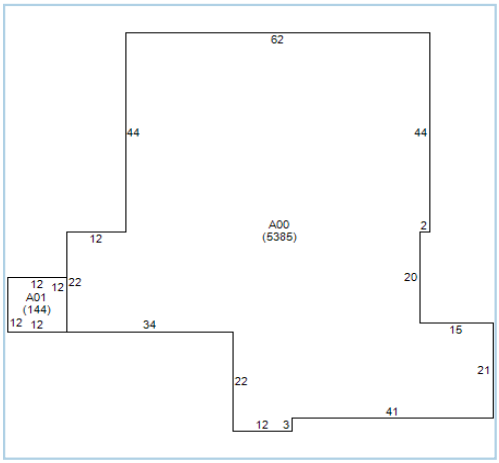
BUILDING PERMITS

Permit	Issued	Purpose	Description	Contractor	Amount	Agency Status	Final Date	Cert Occ Date
BR191245	03/28/2019	MECHANICAL COMMERCIAL	REMOVE & REPLACE 7.5 TON ROOF TOP AIR COND PACKAGE U...	BUILDING AIR SERVICES INC	$12,403	ISSUED		
BR185088	12/18/2018	MECHANICAL COMMERCIAL	REPLACEMENT OF WALK IN COOLER AND FREEZERIN EXISTING...	AIR SPECIALISTS LLC	$100	CLOSED	01/24/2019	
BR140662	10/29/2014	MECHANICAL COMMERCIAL	INSTALL 7.5 TON & 6 TON RTU, NO DUCTWORK, ON ROOF TO...	BUILDING AIR SERVICES INC	$18,999	CLOSED	03/08/2017	
BR175106		FLUM AMEND-SMALL SCALE	EXISTING LAND USE MEDIUM DENSITY FUTURE URBAN COM CO...		$	CLOSED	09/13/2018	
BR171790		PRE APPLICATION MEETING	PROPOSE TO USE EXISTING FACILITY AS AN ADDICTION REC...		$	CLOSED	05/10/2017	

COMMERCIAL BUILDING #1

name:
type: INSTITUTIONAL/RECREATIONAL
class: 7900
grade:
year built: 1970
effective year: 1996
stories: 01
exterior wall: BS
roof material: BU
roof type: BR
units:
identical units:
covered parking:
uncovered parking:
other buildings:
note1: 3 SHWRS 3 SINKS 9 STOOLS 3 URIN ADOLESCE
note2: SET AREA/PERIM FOR 1.0 A/P FC/SECT 11
investment rating:
grade factor:
c&d: 1.0000
area under roof: 5529
business area: 5385
ms area: 6000
ms perimeter: 400
base rcn: 740280
base rcn/sf: 137.4708
market adjustment:
depreciation: 43.00%
rcnld: 421960
override rcnld:
adjustment factor: 0.85000
building value: 358666
building value/sf: 66.6046
eligible for exem: 0.00%





INTERIOR & EXTERIOR DETAILS

Marshall Swift ---------- Multipliers ---------- Rates ---------- Values ----------

#	Floors	Extwall	Con	Yrblt	Effyr	Area	Perim	Sec	Tbl	Occ	Cla	Qua	Heat	Cur/loc/par/sh/ns	Base	Elev	Heat.	Rcn	Dep	Mktadj	Comp	Fdep	Edep	Value	Ex %
1	01-01	BS 10				5,385	354	11	01	321	C	AV	ACP	1.2/.95/1.0001/1/1	112.20	0.00	6.37	740,280	43%	100%	100%	100%	100%	421,960	100%

INTERIOR & EXTERIOR FEATURES

#	Intext	Code	Description	Dimensions	Identunits	Elevstops	Notes	Value
1	1	SS1	SPRINKLER SYS WET	5,385x1	1			10,743
2	1	CP5	CANOPY ONLY	144x1	1			1,593

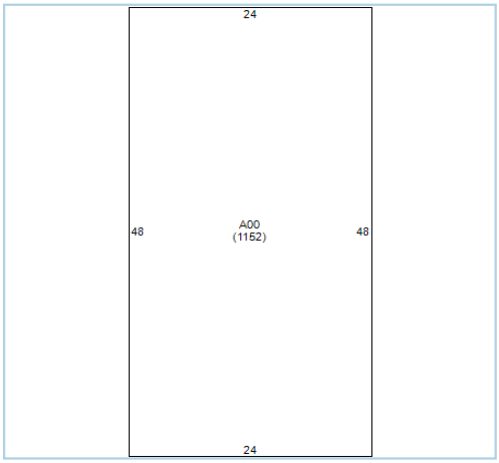
COMMERCIAL BUILDING FEATURES

#	Code	Description	Yrblt	Effyr	Area	Cuft	Units	Rate	Gra	Cond	Fun	Mktadj	Fundep	Ecndep	Basercn	Dep	Locmlt	Adjfact	Value	Ex %
4	CON	CONCRETE PAVING	1987	2005	3,840	0	1	1.17	C	A	A	0%	0%	0%	4,474	31%	1	1	3,090	0%
5	ASP	ASPHALT PAVING	1987	2005	7,900	0	1	2.2	C	A	A	0%	0%	0%	17,380	79%	1	1	3,650	0%
6	FNC	FENCE-COMMERCIAL	1987	2005	1	0	1	11	C	A	A	0%	0%	0%	11	42%	1	1	10	0%
7	FNC	FENCE-COMMERCIAL	1987	2005	1	0	1	11	C	A	A	0%	0%	0%	11	42%	1	1	10	0%

COMMERCIAL BUILDING #2

name:	
type:	INSTITUTIONAL/RECREATIONAL
class:	7900
grade:	
year built:	1980
effective year:	2002
stories:	01
exterior wall:	FS
roof material:	BU
roof type:	FS
units:	
identical units:	
covered parking:	
uncovered parking:	
other buildings:	
note1:	OBSOLESCENSE CODE=
note2:	SET AREA/PERIM FOR 1.0 A/P FC/SECT 18
investment rating:	
grade factor:	
c&d:	1.0000
area under roof:	1152
business area:	1152
ms area:	6000
ms perimeter:	400
base rcn:	127135
base rcn/sf:	110.3602
market adjustment:	
depreciation:	45.00%
rcnld:	69924
override rcnld:	
adjustment factor:	0.85000
building value:	59435
building value/sf:	51.5929
eligible for exem:	0.00%





INTERIOR & EXTERIOR DETAILS

Marshall Swift ---------- Multipliers ---------- Rates ---------- Values ----------

#	Floors	Extwall	Con	Yrblt	Effyr	Area	Perim	Sec	Tbl	Occ	Cla	Qua	Heat	Cur/loc/par/sh/ns	Base	Elev	Heat.	Rcn	Dep	Mktadj	Comp	Fdep	Edep	Value	Ex %
1	01-01	FS 8				1,152	144	18	07	356	D	LC	ACP	1.16/.96/1.0046/.9633/1	94.17	0.00	8.24	127,135	45%	100%	100%	100%	100%	69,924	100%

FREESTANDING FEATURES & OUTBUILDINGS

#	Code	Description	Yrblt	Effyr	Area	Cuft	Units	Rate	Gra	Cond	Fun	Mktadj	Fundep	Ecndep	Basercn	Dep	Locmlt	Adjfact	Value	Ex %
5	ASP	ASPHALT PAVING	1987	2005	7,900	0	1	2.2	C	A	A	0%	0%	0%	17,380	79%	1	1	3,650	0%
4	CON	CONCRETE PAVING	1987	2005	3,840	0	1	1.17	C	A	A	0%	0%	0%	4,474	31%	1	1	3,090	0%
6	FNC	FENCE-COMMERCIAL	1987	2005	1	0	1	11	C	A	A	0%	0%	0%	11	42%	1	1	10	0%
7	FNC	FENCE-COMMERCIAL	1987	2005	1	0	1	11	C	A	A	0%	0%	0%	11	42%	1	1	10	0%
9	FNC	FENCE-COMMERCIAL	1987	2005	1	0	1	11	C	A	A	0%	0%	0%	11	42%	1	1	10	0%
10	FNC	FENCE-COMMERCIAL	1987	2005	1	0	1	11	C	A	A	0%	0%	0%	11	42%	1	1	10	0%
11	UTL	UTILITY-LOW	1987	2005	228	0	1	6.6	D	A	A	0%	0%	0%	1,505	42%	1	1	870	0%
12	UTL	UTILITY-LOW	1987	2005	220	0	1	6.6	D	A	A	0%	0%	0%	1,452	42%	1	1	840	0%

F.C. Surveying, PLLC d/b/a

Florida Coast Surveying

PROFESSIONAL SURVEYOR'S, & MAPPER'S
CERTIFICATE NO. LB-0006938
P.O. BOX 20365
BRADENTON, FLORIDA 34204
941-744-9295 FAX 941-748-6751
TOLL FREE 1-877-531-7193

SCALE 1" = 40'
NOTE: SUBJECT PROPERTY IS ON CENTRAL WATER

FLOOD ZONE : X
COMMUNITY PANEL 12081C 0302E
DATED : 3-17-14
(FLOOD ZONE : "B","C","D", & "X" ARE NOT IN DESIGNATED FLOOD HAZARD ZONE AREA.) SUBJECT TO VERIFICATION

LEGEND
LT=LINE DATA
(L)=CURVE DATA
CLF=CHAINLINK FENCE
C=CALCULATED
CONC=CONCRETE
CSW=CONCRETE SIDEWALK
CUR=CAP # UNREADABLE
D=DEED
FCC=FOUND CROSS CUT
FCM=FOUND CONCRETE MONUMENT
FDH=FOUND DRILL HOLE
FIP=FOUND IRON PIPE
FIR=FOUND IRON ROD
FN=FOUND NAIL
L=LEGAL
M=MEASUREMENT
P=PLAT
PC=POINT OF CURVATURE
PCP=PERMANENT CONTROL POINT
PI=POINT OF INTERSECTION
PF=PLASTIC FENCE
PK=PK NAIL
PLS=PROFESSIONAL LAND SURVEYOR
POB=POINT OF BEGINNING
POC=POINT OF COMMENCEMENT
POL=POINT ON LINE
PRC=POINT OF REVERSE CURVE
PRM=PERMANENT REFERENCE MONUMENT
P.R.=PUBLIC RECORD
PSM=PROFESSIONAL SURVEYOR AND MAPPER
PUADE=PUBLIC UTILITY & DRAINAGE EASEMENT
(R)=RADIAL
ROW=RIGHT OF WAY
SDH=SET DRILL HOLE
SIR=SET 5/8" IRON ROD WITH CAP LB# 6938
SN=SET NAIL & DISK LB #6938
WF=WOOD FENCE

BOUNDARY SURVEY
OF
THAT CERTAIN PARCEL OF LAND SHOWN HEREON
LYING AND BEING IN
SECTION 35, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

LEGAL DESCRIPTION :

COMMENCING AT THE SW CORNER OF THE NW 1/4 OF THE NE 1/4 OF THE SE 1/4 OF SECTION 35, TOWNSHIP 34 SOUTH, RANGE 17 EAST, THENCE S.89°28'E., A DISTANCE OF 25.00 FEET TO THE EAST RIGHT OF WAY LINE OF 5TH STREET WEST FOR A POINT OF BEGINNING; THENCE CONTINUE S.89°28'E., A DISTANCE OF 200.00 FEET; THENCE N.0°W., A DISTANCE OF 234.00 FEET; THENCE N.89°28'W,, A DISTANCE OF 200.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF 5TH STREET WEST; THENCE S.0°E., ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 234.00 FEET TO THE ABOVE-MENTIONED POINT OF BEGINNING.
ALL THE ABOVE-DESCRIBED LAND LYING AND BEING IN SECTION 33, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, STATE OF FLORIDA, AND CONTAINING 1.074 ACRES (46,798 SQUARE FEET) MORE OR LESS.

NOTES
1. THE ACCURACY OF THIS SURVEY MEETS REQUIRMENTS AS SET FORTH IN 5J-17.051(3)(B)(15)B.ii SUBURBAN: LINEAR: 1 FOOT IN 7,500 FEET
2. BEARINGS ARE BASED ON PLAT OR OTHERWISE SHOWN
3. THE LEGAL DESCRIPTION SHOWN HEREON IS PROVIDED BY CLIENT UNLESS NOTED OTHERWISE
4. THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR EASEMENTS THAT ARE NOT RECORDED ON SAID PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
5. THE BUILDING DIMENSION HEREON ARE TO THE NEAREST TENTH OF A FOOT AND SHOULD NOT BE USED FOR DESIGN USE OF ANY KIND.
6. THE CLIENT AGREES TO LIMIT THE SURVEYOR'S LIABILITY TO THE CLIENT ON THE PROJECT DUE TO ANY CLAIM OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO THE SURVEY, SUCH AS THE TOTAL AGGREGATE LIABILITY OF THE SURVEYOR TO ALL THOSE NAMED SHALL NOT EXCEED THE SURVEYOR'S TOTAL FEE FOR SERVICES RENDERED.
7. OWNERSHIP OF FENCES, IF ANY, WERE NOT DETERMINED AS PART OF THIS SURVEY.
8. REUSE OF THIS SURVEY FOR THE PURPOSE OTHER THAN WHICH IT WAS INTENDED, WITHOUT WRITTEN VERIFICATION, WILL BE AT THE REUSERS SOLE RISK AND WITHOUT LIABILITY TO THE SURVEYOR. NOTHING HEREIN SHALL BE CONSTRUED TO GIVE ANY RIGHTS OR BENEFITS TO ANYONE OTHER THAN THOSE CERTIFIED.
9. ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988, UNLESS OTHERWISE NOTED.
10. UNDERGROUND ENCROACHMENTS IF ANY NOT LOCATED.

REVISIONS
7-08-21 UPDATE SURVEY

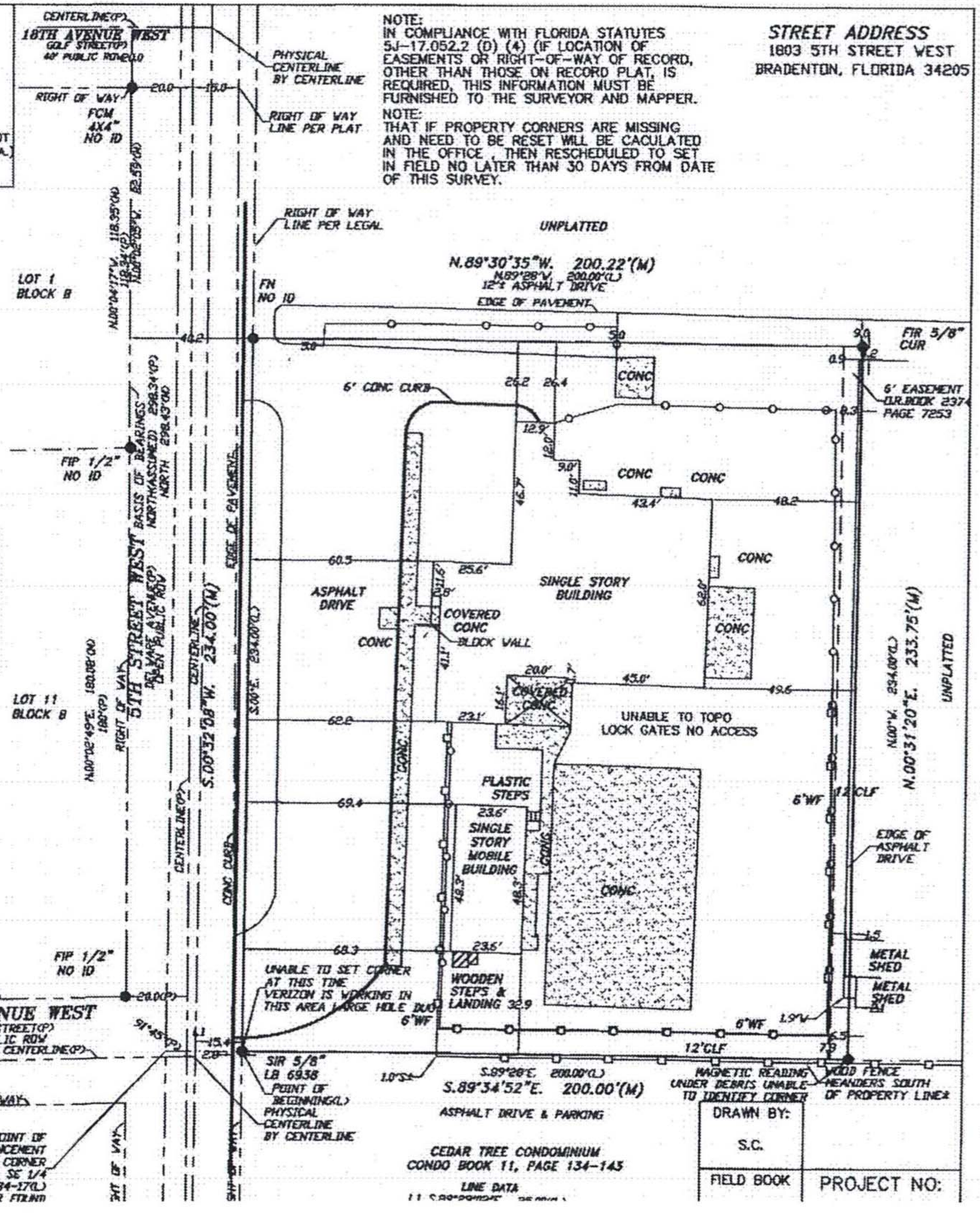
CERTIFICATION :
I CERTIFY THAT THIS SURVEY WAS MADE UNDER MY DIRECTION AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS IN CHAPTER 5J-17.051- 5J-17.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

BY : _____ SURVEY DATE : 09/15/2017
M. SCOTT CRIDER, PSM #5671

NOT A CERTIFICATION OF TITLE, ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES.
"UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID"

NOTE:
IN COMPLIANCE WITH FLORIDA STATUTES 5J-17.052.2 (D) (4) (IF LOCATION OF EASEMENTS OR RIGHT-OF-WAY OF RECORD, OTHER THAN THOSE ON RECORD PLAT, IS REQUIRED, THIS INFORMATION MUST BE FURNISHED TO THE SURVEYOR AND MAPPER.
NOTE:
THAT IF PROPERTY CORNERS ARE MISSING AND NEED TO BE RESET WILL BE CACULATED IN THE OFFICE , THEN RESCHEDULED TO SET IN FIELD NO LATER THAN 30 DAYS FROM DATE OF THIS SURVEY.

STREET ADDRESS
1803 5TH STREET WEST
BRADENTON, FLORIDA 34205



PLANNING COMMISION
Review Response

Ben Please send the word document file for these pages

Owner :
1803 5th STREET LAND TRUST
Trustee Facility Service Corporation
(813)704-3863
InsEquity@gmail.com

Review for:
Children's Safe Place LLC Special Use Permit
1803 5th street West Bradenton Fl 34205

Next Steps:
1.Deed (Provided)
2.Agent Authorization form (signed)
3. Letter Provided
4.Documents Modified

5.**HIGHLIGHTED ITEMS(below)**

PLANNING DEPARTMENT

- *What Improvements are to be done to the Library/ Classroom building?*
    - #7 We will be having general contractors pull permits to renovate and update for a classroom setting for a computer lab and tutor room.

Is this a lockdown facility ?

- #8 This is not deemed a lockdown facility however it is a very restrictive Facility , while we cater to minors who some have come from very abusive and traumatizing situations sometimes, they find their way back to their abuser or the person who was victimizing them. If a child requests to leave the premises they will be required to sign out, only under some circumstances (Such as a job , or visit with an approved family member) will they be allowed to leave unsupervised after providing an ample and approved amount of information to staff on shift and they must meet program age requirements to do so. If the children decide they no longer want to reside at the facility it is arranged for their pickup and transportation to a safe place for them to reside. The current prohibitory architecture of the existing building is ideal ,because it prevents them from putting themselves in imminent danger while also diminishing any

impact to the surrounding neighborhoods from any mischievous behaviors.

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Building Department

- *#2 What If any of the existing internal layout is to be used?*
    - All of the existing internal layout will be used

Fire Department

- *#4 More details will be needed on exit capacity and paths of travel*

Police

- *Who is deeming the children at risk for sex trafficking?*
    - The Department of children and families under Florida administrative Code 65C-46.001 Definition of an "AT Risk Facility " is a (CCA) Child caring agency providing care and support services to children and youth who are at risk of becoming sex trafficking vitims.
    - **65C-46.001 Definitions.**
    - (1) "At-Risk house" means a child-caring agency providing care and support services to children and youth who are at risk of becoming sex trafficking victims.
    - (2) "Campus" means a characteristic describing a child-caring agency that has multiple buildings, units, or cottages on the same property.
    - (3) "Child or youth at risk of sex trafficking" means an individual who has experienced trauma, such as abuse, neglect, and/or maltreatment, and presents with one or more of the accompanying risk factors:
    - (a) History of running away and/or homelessness.
    - (b) History of sexual abuse and/or sexually acting out behavior.
    - (c) Inappropriate interpersonal and/or social media boundaries.
    - (d) Family history of or exposure to human trafficking.
    - (e) Out-of-home placement instability demonstrated by repeated moves from less restrictive levels of care.
    - (4) "Child-caring agency," as defined in this rule chapter, means a child-caring institute licensed by the Department to provide care and supervision to children and youth in a group home, facility, shelter, treatment program, or wilderness camp.
    - (7) "Facility" means the building and campus of a residential child-caring agency, as defined by Section 409.175(2), F.S.

6. ***Code Enforcement***
    - *Current code enforcement case has been closed*

7. ***The Health Department*** Will be contacted to advise on requirements pre construction.

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NARRATIVE

This application is for a Special Use Permit for Children's Safe Place LLC. d.b.a. Horizons Care, in conjunction with, 1803 5th street Land trust, who purchased the former Juvenile Detention Center located at 1803 5th Street West, Bradenton, Florida 34205

Children's Safe Place LLC is requesting the ability to now use this property and building as a Residential Group Care Facility for adolescents that are at risk of being sex trafficked. A facility Licensed by DCF as a (CCA) Child Caring Agency under 65C-46 of the administrative code. Which will offer secure, Residential Care and Therapeutic Care, providing outlined service plans and group counseling.

Professional services will be delivered by our team in multifaceted avenues of approach, with operations 24 hours a day, 7 days a week and is licensed by DCF to serve in out of home care for adolescents who are at risk of being sex trafficked as described in se Safe harbor placement and who meet the placement criteria for this inherent purpose. The facility will initially house 27 residents which would be increased up to 60 residents. Duration of residency will vary depending on the departments need of placement for the youth until either they reach a point of reunification, adoption or they age out.

The Proposed Residential Group Care Facility will be operated by Nelson Hurdle and Jacquline Collins through Children's Safe Place LLC., a licensed (CCA) Child Caring Agency.

Nelson Hurdle has a has a Juris Doctorate in Law (JD), M.S. Industrial Administration (MBA) certified project Management Professional (PMP) Project Management Institute. Served as a program Manager and Executive Director successfully for 17 years providing long term foster care and youth development services to young men ages 13-18.

Jaqculine Collins has been a program director of Children's Safe Place for 4 years and held a Department of Children and Families Licensed Child Care Facility in Manatee County for 13 years. She had experience working with children and families from age 0 to 13. She also provided services through the Early Learning Coalition, Southwest Food Program, and a member of Florida Child Care Association.

The Subject Parcel location at 1803 5th street West is an existing Juvenile Detention Center currently zoned (UCC) Urban Commercial Corridor. The subject parcel has historically been used as an institutional land use since at least the 1970's. The building has most recently been used as a juvenile detention facility and is well suited to be repurposed as a Residential Group Care Facility for adolescents at risk of being sex trafficked. Due to the sensitive nature of the children's situation of them being at risk of being sex trafficked or other forms of human

trafficking, we request that the 10' non scalable fencing remain in place. This is not deemed a lockdown facility however it is very restrictive, while we cater to minors who some have come from very abusive and traumatizing situations sometimes, they find their way back to their abuser or the person who was victimizing them. If a child request to leave the premises they will be required to sign out, only under some circumstances will they be allowed to leave unsupervised after providing an approved amount of information to staff on shift and they must meet program age requirements to do so. If the children decide they no longer want to reside at the facility it is arranged for their pickup and transportation to a safe place for them to reside. The current prohibitory architecture of the existing building is ideal

because it prevents them from putting themselves in imminent danger while also diminishing any impact to the surrounding neighborhoods from any mischievous behaviors. The proposed usage for this building is in sync with the historical usage of this building, which had extraordinarily little impact on the large multifamily residential zoned property located to the south of the building. We request the 10' required buffer be reduced from 10' to O' on the North side of the property. It is currently an institutional building used for vehicle maintenance for the city. The subject property currently neighbors the Juvenile Detention Center to the East and a city vehicle maintenance to the North. There is no impact on adjacent properties that sit to the East and

the north since the existing property serves Institutional usage as our proposed property does. The property to the north will not be impacted it is a parking lot The multifamily neighborhood is fenced with heavy foliage between the two properties that would be harmonious with the proposed land use and provide a natural partition between the properties. See Exhibit A. Moreover, a building that is designed to be used as a Juvenile Detention Facility, the building only has a limited number of lands uses that would spatially work on this site. The proposed usage not only coincides with its previous usage that created no impact to neighborhood to the south, but it is also very secure with fencing, Dense vegetation, the building secure and almost isolated in its positioning to serve as a good neighbor to the land uses around it. Due to it use as an adolescent Residential Group Care none of the residents will have a vehicle which will cut down on traffic noise that will minimize any impact on any other surrounding land uses. The residents will be monitored through Closed circuit camera system and will receive 24-hour supervision.

The current building has been abandoned and unmaintained for several years. The applicant is intending on making substantial investment in this property and the revitalization of this property will be an asset to the neighborhood.

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Section C.

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SPECIAL USE REVIEW CRITERIA

The following detailed responses, using factual statements called findings of facts are intended to explain how the request Special Use complies with each of the following review criteria.

1. *Adequacy of ingress and egress to the property and proposed structures with regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency accesses.*

Response: The site currently obtains access from two existing driveways located on 5th street west as you will see on the arial photograph in Exhibit A. There are 17 parking spaces already existing giving the facility more than enough space to provide parking for the estimated 6 employees per shift. None of the children under our care will have a vehicle. The facility will not have a lot of traffic because we do not offer any kind of outpatient services. There should not be any pedestrian traffic.

2. *Location and design of off-street parking and loading areas regarding the items in "1" above and the smoke, noise, glare, dust, vibrations, fumes, pollution, and other effects of the use on the adjoining property.*

Response: The location will not see a lot of coming and going traffic that would affect smoke, noise, glare, dust, vibrations, fumes, pollution. The nature of our demographic that we serve, requires privacy. There is not extensive contact with the children within our facility. Since we do not offer outpatient services there is little foot traffic and cars coming and going. Outside of a every so often visit from a court appointed guardian or case manager there is little traffic. The 17 parking spaces more than accommodate for staff parking and any visitors.

3. *Location and design of refuse and service areas regarding availability adequacy and effect upon surrounding properties.*

Response: The refuse area as seen on the revised site plan is not in the line of site of the residential areas which lay to the south and west of the property.

4. *Utilities, regarding location, availability, adequacy and compatibility with surrounding properties.*

Response: There is no impact on adjacent properties since the existing property already is served by sewer, water, electrical and phone and cable services.

5. *Screening, buffering or separation of any nuisance or hazardous features of the site.*

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Response: There are not any hazardous features on this properties site. This property has been overgrown, unmaintained and abandoned for years. The Revitalization of this building will only beautify this property and the neighborhood surrounding it. There will be new vibrant landscaping that will enhance the view and further partition the property and provide a gentle vista of the existing property.

6. *Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.*

Response: There is only one existing road sign that will be replaced and one existing building sign that will be replaced. The lighting on the building is already existing and will be used.

7. *Effect upon the value of the surrounding properties; the use shall not hinder the development of nearby vacant properties or adversely affect their economic values.*

Response: As mentioned before this property has been unmaintained and abandoned for several years. The revitalization of this building will only help improve the neighboring properties and bring value to the neighborhood.

8. *Adequacy of land and/or building which are to be used.*

Response: Due to the properties prior use as a juvenile detention facility the property and the building usage is uniform to the usage being proposed. It will easily facilitate the current planning and purpose.

9. *General compatibility or appropriateness with adjacent properties and other properties in the district with special consideration given to proposed hours of operation.*

Response: Due to the age of our facilities residents, the facility will maintain strict curfew hours for clients which will ensure compatibility to nearby properties. Directly behind this building is Bradenton's current juvenile detention center as well as the fact this property history runs concurrent with its new proposed usage.

10. Environmental quality of the district in which the use is proposed and the effect the Special Use Permit might have such quality.

Response: The proposed facility is not expected to have any impact on the environment. No existing trees are proposed to be removed unless they are diseased.

11. Consistency with the city of Bradenton Comprehensive Plan

Response: We are not Processing a comprehensive plan

ZAIDI ENTERPRISE, LLC
6618 LAURAL DRIVE NORTH
PINELLAS PARK, FL 33782

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July 30, 2021

Manatee County Commission
and To Whom It May Concern,

RE: 1803 5TH STREET WEST, BRADENTON, FL 34205
SPECIAL USE PERMIT #212109 FOR CHILDRENS SAFE PLACE, LLC

Dear Sir or Madam,

This letter is to give consent and permission to move forward the above-referenced special use permit currently pending. Please proceed with the handling of this permit as soon as possible.

If anything further is required, please advise.

Sincerely,

SYED K. ZAIDI,
Manager

cc: David W. Griffin, PA, by email honest.lawyer@davidwgriffin.net

NOTE: Anyone wishing to view supporting documents for agenda items, please contact Tamara Melton, Deputy Clerk: 941-932-9463 or Cityclerk@cityofbradenton.com.

City of Bradenton, Florida

City Council Agenda Memorandum

Agenda Item:
SU.21.2109

Agenda Date:
10/13/2021

Originated by:
Myra Schwarz, Development Services & Zoning Manager

Authorized by:
Robin Singer, PCD Director

- ( ) Proclamation
- ( ) New Business
- ( ) Presentation
- ( ) Business by Appt.
- ( ) Consent
- ( ) CRA Business
- (•) Business/Advertising/Hearings
- ( ) Unfinished Business

☑ This item is Quasi-Judicial

☑ This item requires a public hearing

see attached updated life safety plans

Magenta notes by Darin Autrey to assist staff with changes since previous application.

Explanation:

Case Number: SU.21.2109 Ward 5 Neighborhood 1.03
Request by Benjamin Hollins of Facility Service Corporation, Agent, for Facility Service Corporation, Trustee of the 1803 5th Street Land Trust, Owner, for a Special Use Permit for a Residential Group Care Facility in the UCC, Urban Commercial Corridor,zoning district. The property is located at 1803 5th Street West, Bradenton, FL, Parcel ID Number 4493800209.

This request was heard by the City of Bradenton Planning Commission on September 15, 2021; a recommendation to approve as recommended by Staff was unanimous.

Financial Impact:
n/a

Attorney Review/Recommendation:

Requested action to be taken by Council:
Approve SU.21.2109 as recommended by Staff

Recommended Motion:
Motion to Approve SU.21.2109 as recommended by Staff

Attachments:
Staff report, Site Plan, Findings of Fact, Application SU.21.2109

City of Bradenton, Florida

City Council Agenda Memorandum

Agenda Item:

SU.21.2109

Agenda Date:

10/13/2021

Explanation Continued:

n/a

STAFF REPORT City Council October 13, 2021

SUBJECT:	Special Use Application SU.21.2109
LOCATION:	1803 5th Street West
APPLICANT:	Benjamin Hollins of Facility Service Corporation, Agent, for Facility Service Corporation, Trustee of the 1803 5th Street Land Trust, Owner
REQUEST:	Special Use Permit for a Residential Group Care Facility in the UCC, Urban Commercial Corridor, zoning district.
RECOMMENDATION:	Approve

Summary of Request

The applicant is seeking approval of a Special Use Permit for property located at 1803 5th Street West, also identified as Parcel Number 4493800209. The subject property is zoned UCC, Urban Commercial Corridor, and lies within the UCC, Urban Commercial Corridor, Future Land Use category, which supports moderate intensity residential, office, commercial civic and institutional uses. The base residential density in UCC future land use is 10 dwelling units per acre. For density purposes, six (6) beds constitute one independent unit. The 1.074 acre property can thus accommodate up to 60 beds. The applicant proposes 30 beds at this time, in the existing building, ~~with a desire to increase to the maximum 60 beds in the future, whereby~~ the building would be upgraded in order to comply with Florida Building and Fire Codes. The actual number of beds and occupancy limit of existing and future structures is subject to applicable limitations of the Land Use Regulations, Florida Fire Code and Florida Building Code, and so will be determined upon inspection and permitting of building improvements.

change to 27 beds

The subject property contains a vacant institutional structure, which was originally part of the Manatee County Juvenile Detention Center, constructed in 1970. The building was sold to Manatee Glens in 2011, and the building was used as an adolescent recovery center. The site and building have been

vacant for more than ten years. On August 8, 2018 City Council adopted Ordinance 3019, for a reassignment of the future land use category from Residential Medium Density to UCC Urban Commercial Corridor, and Ordinance 3020, for a rezone from R-2 One- and Two-family Residential to UCC Urban Commercial Corridor. A Special Use Permit was approved on August 8, 2018 for a Residential Group Care Facility for an Addiction Recovery Center. The special use expired one year later, as the use was not initiated within that time.

The original applicant has again petitioned for a Residential Group Care Facility. The property has changed ownership during the time of the petition's review. The new owner is revising the Group Care Facility's population from one of addiction recovery to adolescents that are at risk of being sex-trafficked. The facility is to be a State licensed facility, licensed by Department of Children and Families as a Child Caring Agency under 65C-14 of the Florida Administrative Code.

A Group Care Facility, defined in Land Use Regulations Chapter 10.0, is required to be a State Licensed Facility. The proposed use is permissible under the UCC zoning district by Special Use Permit, and is consistent with the underlying UCC future land use.

Surrounding Properties FLUM and Zoning

Adjacent Uses:

North: Manatee County Vehicle Maintenance yard
East: Regional Juvenile Detention Center
South: Multi-family residential (Apartments)
West: Single-family residential, Auto repair

Zoning:

North: R-2 One- and two-family residential
East: R-2 One- and two-family residential
South: R-2 One- and two-family residential
West: T4-O General Urban -Open (Form-based Code)

Future Land Use:

North: Residential Medium Density
East: Residential Medium Density
South: Residential Medium Density
West: Urban Village

The R-2 zoning and Residential Medium Density Future Land Use to the north, east and south is designed to support medium density residential with a light commercial component. To the west, T4-O zoning and Urban Village future land use promote pedestrian oriented uses. However, historical uses of the properties situated north and east of the subject property, are Manatee County institutional uses that are likely to remain.

The proposed site plan is included as Exhibit 4.



I am not certain that FS 419 is the applicable statute now that this is a commercial structure.

Land Use Regulations Chapter 10.0.

Group Care Homes and Group Care Facilities. Group care homes are identified as community residential homes of six or less residents as defined by F.S. Section 419.001. Group care facilities involve community residential homes of seven or more residents as set forth in F.S. Section 419.001. The provisions of F.S. Section 419.001, relating to the approval of such community residential homes herein denominated as group care homes and group care facilities are incorporated herein and made a part hereof, and the City shall establish appropriate monitoring procedures and standards for determining compliance by such group care homes and group care facilities with the provisions of said statute. For density purposes, six beds shall constitute one independent unit if individual kitchens are not provided.

Group Care Facility: A facility housing seven (7) or more persons for the purpose of providing care and frequently health care and counseling. This category includes congregate living facilities, emergency shelters, recovery homes and residential treatment facilities as defined herein and licensed by the State of Florida Department of Health and Rehabilitative Services.

Compliance Overview with Land Use Regulations

Land uses requiring Special Use Permits are those which have the potential of disturbing other land uses in the zoning district. Because they are not necessarily compatible with land uses in the zone in which they are allowed, they require discretionary review. Special uses are permitted only if the use will be compatible with surrounding uses or can be made compatible through limitations of their operation or enhancements of the site development design. The Special use Permit makes the stipulations of approval mandatory. The Special use Permit is valid for the property on which it is issued for as long as the conditions are met, unless the approval stipulates otherwise.

The following is a list of required Land Use Regulations subject to review for Special Use Permits:

GENERAL STANDARDS

L.U.R. 3.3.1. All Special Uses shall comply at minimum with the following standards. Additional requirements may be made by City Council to ensure compatibility of uses.

L.U.R. 3.3.1.1. All Special Uses shall be subject to the general standards of these Land Use Regulations for single lot development, structures, lots, yards and vehicular use areas as well as the specific dimensional regulations for lots and structures for the zoning district in which the Special Use is proposed.

L.U.R. 3.3.1.2. A landscaped separation strip of at least ten feet in width shall be provided along all property lines and along and all streets serving the premises, except at approved access points.

Staff Response *The site plan submitted for the proposed Special Use demonstrates compliance with the standards of the Land Use Regulations. The plan also demonstrates the required 10' buffer along west, south and east property lines. The applicant is requesting a reduction of the north buffer from 10' to where there is an existing dumpster access. The reduction of the buffer requirement in this location will not affect the adjacent access and parking for the property to the north.*

REVIEW CRITERIA

L.U.R. 3.3.2. All Special Uses shall comply with and be reviewed using the following criteria to determine whether to allow the use at the proposed location and to determine appropriate conditions to the use.

L.U.R. 3.3.2.1. The tract of land must be suitable for the type of use proposed by virtue of its location, topography, shape and the nature of surrounding development.

L.U.R. 3.3.2.2. Access points must be located so as to best suit the use and property. Wide spacing between access points and intersecting streets should be required when feasible.

L.U.R. 3.3.2.3. All buildings shall be located an adequate distance from property lines and streets. Setbacks in excess of those required for the specific zone may be required to lessen the effect of the use on neighboring properties.

L.U.R. 3.3.2.4. Permanent screening, such as walls, fences, hedges, and other barriers, may be required to protect surrounding properties from view of the premises or noises from the use. The minimum height and other parameters of such screening may be specified.

Staff Response: The applicant requests allowance of a 10-foot high perimeter fence along the property line, excluding the front of the building.

L.U.R. 3.3.2.5. The following shall be considered and cited as reasons for approval or denial of the application:

a) Adequacy of ingress and egress to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access.

Staff Response: The site has existing ingress and egress, with adequate access to the buildings. Traffic impact will be minimal. As a Group Care Facility, the proposed use will provide centralized amenities such as dining, housekeeping, transportation and organized social/recreational services, and medical/social service care. Vehicular use is limited to

staff numbering under 10. At maximum capacity of the site, comparable average trip generation for an assisted living facility is 13 trips at peak hour (4 p.m. to 6 p.m.). The peak hour of a congregate care facility generally does not coincide with the peak hour of the adjacent street traffic.

b) Location and design of off-street parking and loading areas in regard to the items in "a" above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.

Staff Response: The proposed use will not affect adjoining properties as far as smoke, noise, glare, dust, vibrations, fumes or pollutions. Adequate on-site parking is provided. There are 17 existing parking spaces, exceeding the required 4 parking spaces for 20 clients and accommodating staff. (Land Use Regulations Schedule 4.1.4.1 Automobile On-site Parking Requirements, Group Care Facility.) Should the applicant choose to maximize the density, then increased parking requirements must be fulfilled with a new site plan.

c) Location and design of refuse and service areas in regard to availability, adequacy and effect upon surrounding properties.

Staff Response: The refuse area is located to the north side of the building and is to be completely screened in with an opaque fencing. Any refuse facility including the dumpster location is required to comply with all City requirements and is subject to approval of Public Works.

d) Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.

Staff Response: The site was originally used as a juvenile residential detention facility, with existing water and sewer service to

supply similar needs to the proposed use as a residential recovery facility.

e) Screening, buffering or separation of any nuisance or hazardous feature of the use.

Staff Response: The proposed use does not introduce any nuisances or hazards and is generally compatible with surrounding uses. There is a minimum 10' perimeter buffer as required by the general standards for a special use permit, with the exception of the north side where the applicant is requesting relief from the 10'buffer requirement.

f) Proposed sign and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.

Staff Response: Signage shall be in accordance with the City of Bradenton's permitting requirements. Exterior lighting must be shielded according to Land Use Regulations Chapter 7, and provided according to Public Works Standards for parking areas.

g) Effect upon the value of surrounding properties; the use shall not hinder the development nearby vacant properties or adversely affect their economic value.

Staff Response: The proposed project should enhance the value of surrounding properties by eliminating a vacant institutional site and introducing improvements to the property.

h) Adequacy of land and/or building which are to be used.

Staff Response: The site is adequate for the proposed use. The existing structure was designed to accommodate residential clients in a group living situation, as is proposed.

i) General compatibility or appropriateness with adjacent properties and other property in the district with special consideration given to the proposed hours of operation.

Staff Response: *The proposed facility is to be located at a site that was originally part of the Manatee County Juvenile Detention Center, and then used as a private juvenile counseling/dormitory center (Manatee Glens Adolescent Recovery Center.) As a residential counseling site, the facility will be run on a 24 hour basis, however will not generate noise or disturbance to surrounding properties. There is an existing 10 foot chain link fence that surrounds the rear and sides of the site perimeter. The proposed special use is compatible with the existing adjacent uses, with required and appropriate fencing and buffering. Because of the proximity to the Juvenile Detention Center and to adjacent sites of concern to Police Department and to Manatee County School District, Staff is recommending a stipulation to maintain a non-climb security fence of 10 feet in height. If gated entrance is provided, then the gate must include a method of access to EMS/PD/Fire.*

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: *There will be no negative impacts to the existing environmental quality of the district as a result of the proposed project.*

k) Consistency with the City's Comprehensive Plan.

Staff Response: *A residential recovery center is consistent with the desired uses for the UCC, Urban Commercial Corridor land use category, which include social services and moderate density residential.*

Staff Recommendation:

Based on Staff's findings in response to the review criteria established for a Special Use permit, Staff recommends **APPROVAL** of SU.21.2109 with the following stipulations:

1. Maintain a non-climb security fence of 10 feet in height. If gated entrance is provided, then the gate must include a method of access to EMS/PD/Fire.

2. Maximum occupancy of the facility will be subject to applicable limitations of the Land Use Regulations, Florida Fire Code and Florida Building Code. (Added by Staff following discussions subsequent to September 15, 2021, with the applicant and with Fire.)

see attached updated life safety plans

The Planning Commission met in public hearing on September 15, 2021, and unanimously recommended **APPROVAL** of SU.21.2109, with stipulations as recommended by Staff.

Respectfully submitted,



Myra Schwarz
Development Services & Zoning Manager
City of Bradenton

Exhibits

Exhibit 1: Location Map

Exhibit 2: Future Land Use Map

Exhibit 3: Zoning Map

Exhibit 4: Site Plan

Received 8/23/2021 MRS

Special Use Application

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400
www.cityofbradenton.com

bradenton
The Friendly City

CONTACT INFORMATION — REQUIRED

Name of Property Owner: 1803 5th STREET LAND TRUST Trustee Facility Service Corporation New Owner

Owner Address: 1001 Pond Rd Tampa Florida ~~33612~~ Telephone: 813-704-3863

Name of Agent: Facility Service Corporation Benjamin Hollins Amended Agent

Agent Address: 8314 Deerland Bluff Ln Riverview Florida 33578 Telephone: 813-704-3863 813-443-2191

Owner/Agent Email: InsEquity@gmail.com

PROPERTY INFORMATION — REQUIRED

Property Address: 1803 5th Street West Bradenton Florida 34205

Parcel ID: 4493800209 Acreage: 1.074 Acres

Zoning District: C UCC
*click to view Zoning map

Future Land Use: UCC
*click to view FLU map

Ward #: 5
*click to view Ward map

Neighborhood #: 7.05
*click to view Neighborhoods map

DESCRIPTION — REQUIRED

Indicate Type of Special Use Request:
Special Use ☑ Special Use-Amendment ☐

Provide a brief description of the propose land use activity: Residential Group Care facility (CCA)
Child Caring Agency for Adolesence at risk of being Sex or Human Trafficked

MATERIALS FOR REVIEW — REQUIRED

- **Special Use**
  - Special Use Application Fee: **$1,820**
  - Notarized Agent Authorization Form, if applicable
  - Letter of Request
  - Review Criteria (see page 2 for Special Use Review Criteria)
- Site Plan
  - Property Survey signed & sealed within the last 3 years
  - One (1) electronic copy in pdf format of Application and all required support materials
- **Special Use Permit - Amendment**
  - Special Use Amendment Application Fee: **$1,820**
  - Notarized Agent Authorization Form, if applicable
  - Letter of Request
  - Property Survey signed & sealed within the last 3 years
  - One (1) electronic copy in pdf format of Application and all required support materials including site plan

CITY STAFF ONLY

Application Fees:
Fee Required: **$1,820** (Special Use)
$1,820 (Special Use-Amendment)

Application Sufficiency:
Sufficient:☐
Incomplete:☐

FEE COLLECTED: $1820.00

RECEIPT #: 016064-0003

APPLICATION #: 212109

--Amended Application

CITY COUNCIL:

PLANNING COMMISSION:

DRC:

REVIEW DATES – TO BE COMPLETED BY CITY STAFF

Special Use Application

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400
www.cityofbradenton.com

REVIEW CRITERIA

SPECIAL USE and SPECIAL USE-AMENDMENT REVIEW CRITERIA:

Special Use and Special Use-Amendments shall comply with and be reviewed using the Special Use criteria found in Section 3.3 of the Land Use Regulations to determine whether to allow the use at the proposed location and to determine appropriate conditions to the use.

Prepare detailed written responses, using factual statements (called Findings of Fact) to explain how the requested Special Use complies with each of the following review criteria:

1. *Adequacy of ingress and egress to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access.*
2. *Location and design of off-street parking and loading areas in regard to the items in "1" above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.*
3. *Location and design of refuse and service areas in regard to availability, adequacy and effect upon surrounding properties.*
4. *Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.*
5. *Screening, buffering or separation of any nuisance or hazardous feature of the use.*
6. *Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.*
7. *Effect upon the value of surrounding properties; the use shall not hinder the development of nearby vacant properties or adversely affect their economic values.*
8. *Adequacy of land and/or building which are to be used.*
9. *General compatibility or appropriateness with adjacent properties and other property in the district with special consideration given to proposed hours of operation.*
10. *Environmental quality of the district in which the use is proposed and the effect the Special Use Permit might have on such quality.*
11. *Consistency with the City of Bradenton Comprehensive Plan.*

SITE PLAN REQUIRMENTS

SPECIAL USE and SPECIAL USE AMENDMENT SITE PLAN REQUIRMENTS:

Please prepare an accurate, legible, scaled site plan containing the following information:

REQUIRED

A. *The dimensions of the lot, all existing and proposed buildings, setbacks, easements, driveways, landscaping and trees, and fences.*
B. *Parking design and availability*
C. *Traffic impacts*
D. *Location and design of trash collection areas,*
E. *Utilities on the site*
F. *Signs and exterior lighting*

Special Use Application

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400
www.cityofbradenton.com

SPECIAL USE PROCEDURES

SPECIAL USE REVIEW PROCEDURE:

Step 1: Pre-Application Meeting

Prior to submitting an application for a Special Use Permit, please schedule a pre-application meeting by contacting Karen Aihara at (941)932-9407. Cost for a Pre-Application meeting is $100.00. This amount is deducted from your application fee. Meetings are held the first and third Tuesday of each month by appointment only. At these meetings, the Development Review Committee (Fire, Public Works, Police, Building, Planning & Zoning), will review the proposed Special Use and offer constructive input. The Pre-Application meeting is required in order to file an application.

Step 2: Application Submittal

An official Special Use Permit application must be completely filled out and submitted to Planning and Community Development (PCD) by the second Thursday of the month, no later than 4:00 PM. Failure to meet this deadline will result in delay of application consideration.

Step 3: 1st Sign Posting

About two weeks before the Planning Commission meeting, the PCD Department will contact the owner or authorized agent (applicant) to pick up the required public notice sign from the PCD Department. The sign must be posted on the property 10 days before the meeting. The applicant is required to sign a notarized affidavit stating that the signs have been posted. The affidavit will be kept on file.

Step 4: Staff Review

The PCD Staff will review the application and create a Staff Evaluation and Analysis Report with a recommendation to the reviewing bodies. The PCD staff will then send to the applicant a copy of the agenda for the Planning Commission meeting as a reminder of the date and time.

Step 5: First Public Hearing (Planning Commission)

The Planning Commission will hold a public hearing of the request and will allow anyone interested to speak for or against the request. The Planning Commission is an appointed board which meets the third Wednesday of each month at 2:00 PM in City Council Chambers at City Hall, 101 Old Main Street. After reviewing the evidence presented, the Planning Commission will make a recommendation to the City Council for approval, approval with stipulations, or denial. Notice of the request will be placed in the Bradenton Herald 10 days prior to the Planning Commission meeting. People owning property within 300 feet of the subject property will also be notified by the City.

The PCD staff will then send a letter to the applicant confirming the recommendation of the Planning Commission to the City Council. Unless the Planning Commission has requested changes to the site plan or submission of additional information, nothing else is required except sign posting.

Step 6: 2nd Sign Posting

The second sign must be posted on the property 10 days before the City Council meeting. An affidavit is required for this sign, as well, and will be kept on file.

Step 7: Second Public Hearing and Final Determination

The City Council will hold a second public hearing of the request and will allow anyone interested to speak for or against the request. The City Council is an elected board, which considers Special Use Permits on the second and fourth Wednesdays of each month at 8:30 AM. Notice of the request will be placed in the Bradenton Herald 10 days prior to the City Council meeting. After reviewing the evidence presented, it will vote to approve, approve with stipulations, or deny the request. The decision of the City Council may be appealed to Circuit Court and must be done within 30 days of its decision.

ZAIDI ENTERPRISE, LLC
6618 LAURAL DRIVE NORTH
PINELLAS PARK, FL 33782

July 30, 2021

Manatee County Commission
and To Whom It May Concern,

RE: 1803 5TH STREET WEST, BRADENTON, FL 34205
SPECIAL USE PERMIT #212109 FOR CHILDRENS SAFE PLACE, LLC

Dear Sir or Madam,

This letter is to give consent and permission to move forward the above-referenced special use permit currently pending. Please proceed with the handling of this permit as soon as possible.

If anything further is required, please advise.

Sincerely,

SYED K. ZAIDI,
Manager

cc: David W. Griffin, PA, by email honest.lawyer@davidwgriffin.net

Note:
Property sold on 7/15/2021
Zaidi to Facility Service Corp, Trustee.

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: 1803 5th Street West Bradenton Florida 34205

I, 1803 5th Street LAND TRUST, the registered property owner(s) of the above noted property, do hereby authorize

Benjamin Hollins	Facility Service Corporation
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 — REQUIRED

[signature]	1001 Pond Rd Tampa Florida Tampa Florida
Signature of Owner(s)	Owner(s) Address (if different than property above)
[signature]	8314 Deerland Bluff Lane Riverview Florida 33578
Signature of Agent	Agent Address and Phone

STATE OF FLORIDA, MANATEE COUNTY

The Foregoing instrument was acknowledged before me this 23 day of August,

produced Benjamin Hollins respectively, as

as identification and who did (did not) take an oath:

NOTARY — REQUIRED

[signature]
Signature

Danielle Linton, Notary Public
Print Name

DANIELLE MAXCINE LINTON
Notary Public - State of Florida
Commission # GG 919001
My Comm. Expires Oct 2, 2023

State of Florida
My Commission Expires: Oct 2, 2023

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: 1803 5th Street W., Bradenton, FL 34205

I, Syed K. Zaidi, the registered property owner(s) of the above noted property, do hereby authorize

Jacquline collins/ Benjamin Hollins — Childrens Safe Place LLC /Ins Equity Group LLC
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 — REQUIRED

Signature of Owner(s) — Owner(s) Address (if different than property above)

Signature of Agent — 2114 West State Street Tampa Florida 33606
Agent Address and Phone

STATE OF FLORIDA, MANATEE COUNTY

The Foregoing instrument was acknowledged before me this 9th day of June 2021,

produced Florida Drivers License respectively, as

as identification and who did (did not) take an oath:

NOTARY — REQUIRED

Signature

Martin Heller, Notary Public
Print Name

Martin Heller
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG133057
Expires 8/9/2021

State of Florida
My Commission Expires: 08/09/2021

(Original applicant- Prior owner)

Inst. Number: 202141095423 Page 1 of 2 Date: 7/19/2021 Time: 4:21 PM
Angelina "Angel" Colonneso Clerk of Courts, Manatee County, Florida Doc Deed: 4,410.00

630,000
18.50
4410.00
4428.50

WARRANTY DEED

Prepared By and RETURN to:

David W. Griffin, P.A.
565 South Duncan Avenue
Clearwater, FL 33756
www.davidwgriffin.net
honest.lawyer@davidwgriffin.net
(727) 466-6900 Tele
(727) 466-9777 Fax

THIS INDENTURE,

Wherever used herein, the term "party" shall include the heirs, personal representatives, successors and/or assigns of the respective parties hereto; the use of the singular number shall include the plural, and the plural the singular; the use of any gender shall include all genders; and, if used, the term "note" shall include all the notes herein described if more than one

Made this 15th day of JULY, 2021

Between

ZAIDI ENTERPRISE, LLC, a Florida limited liability company, whose address is 6618 Laural Drive North, Pinellas Park, FL 33782, party of the first part, and

FACILITY SERVICE CORPORATION, TRUSTEE OF THE 1803 5TH STREET LAND TRUST DATED JUNE 6, 2021, whose address is: 1001 Pond Rd., Tampa, FL 33612, party of the second part,

Witnesseth, that the said party of the first part, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part forever, the following described land, situate lying and being in the County of Manatee, State of Florida, to wit:

Commencing at the SW corner of the NW 1/4 of the NE 1/4 of the SE 1/4 of Section 35, Township 34S, Range 17E, thence S. 89°28' East, a distance of 25.00 feet to the East right-of-way line of 5th Street West for a point of beginning; thence continue S. 89°28' East, a distance of 200.00 feet; thence N. 0° West, a distance of 234.00 feet; thence N. 89°28' West, a distance of 200 feet to the East right-of-way line of 5th Street West; thence S. 0° East along said right-of-way line a distance of 234.00 feet to the above-mentioned point of beginning.
All the above-described land lying and being in Section 35, Township 34 South, Range 17 East, Manatee County, Florida.

Parcel Identification No.: 4493800209
a/k/a 1803 5th Street West, Bradenton, FL 34205

And, the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2020 and easements, restrictions and reservations of record.

In Witness Whereof, the said party of the first part has caused these presents to be signed the day and year above written.

DAVID W. GRIFFIN , Witness

TRISTAN OVERCASHIER , Witness

ZAIDI ENTERPRISE, LLC

By:

SYED K. ZAIDI, Manager

STATE OF FLORIDA
COUNTY OF PINELLAS

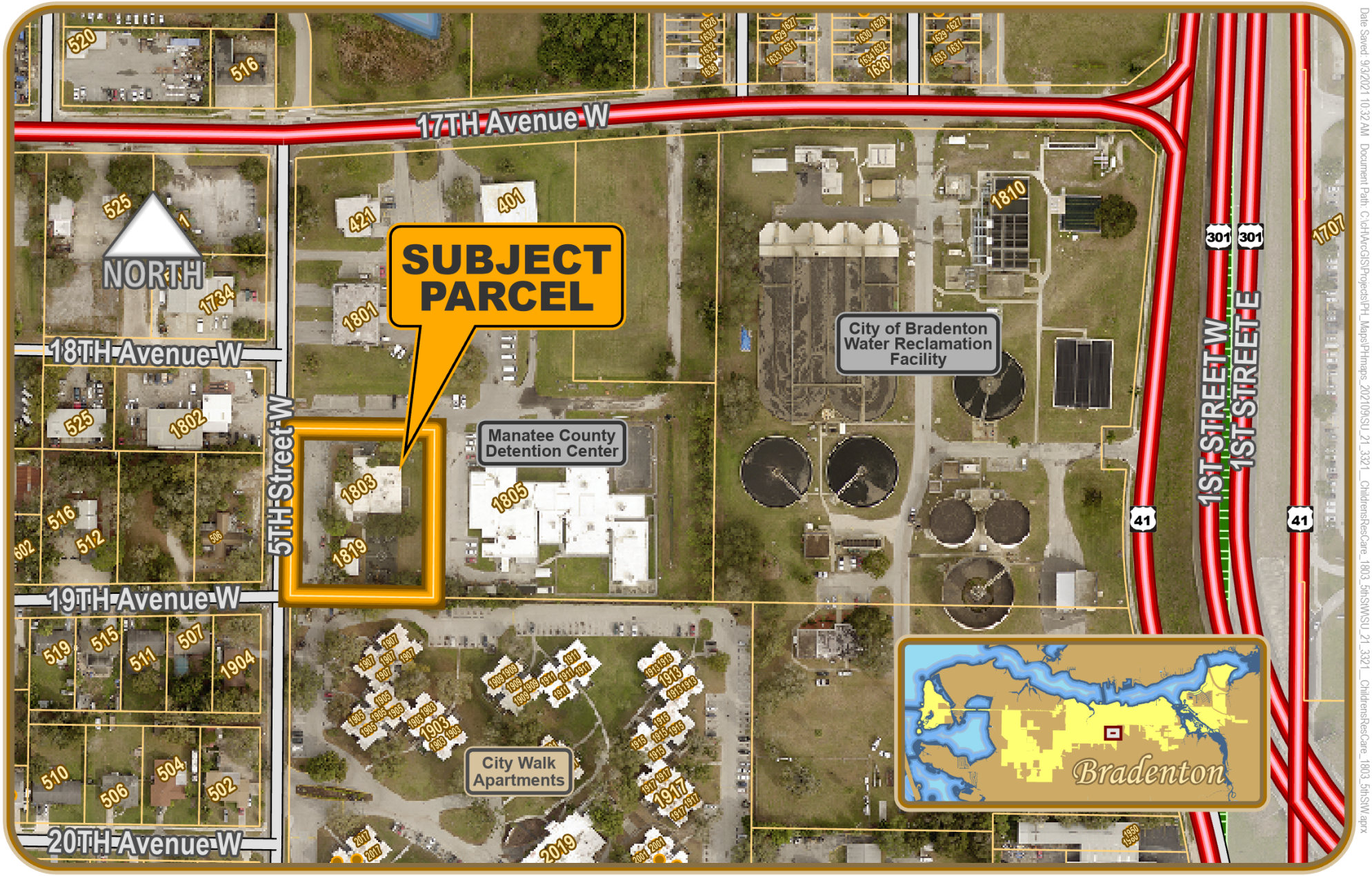
The foregoing instrument was acknowledged before me this 15TH day of July, 2021 by SYED K. ZAIDI, Manager of ZAIDI ENTERPRISE, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced Driver's License or other picture I.D. as identification by means of X physical presence or _____ online notarization.

My Commission Expires:

TRISTAN OVERCASHIER , Notary Public

TRISTAN J. OVERCASHIER
Notary Public-State of Florida
Commission # GG 977903
My Commission Expires
April 12, 2024

EXHIBIT 1



SU.21 2109 Children's Residential Care Facility

Benjamin Hollins
Agent: Jacquline Collins
Owner: Facility Service Corp., Trustee
1803 5th Street West
Parcel: 4493800209

Location

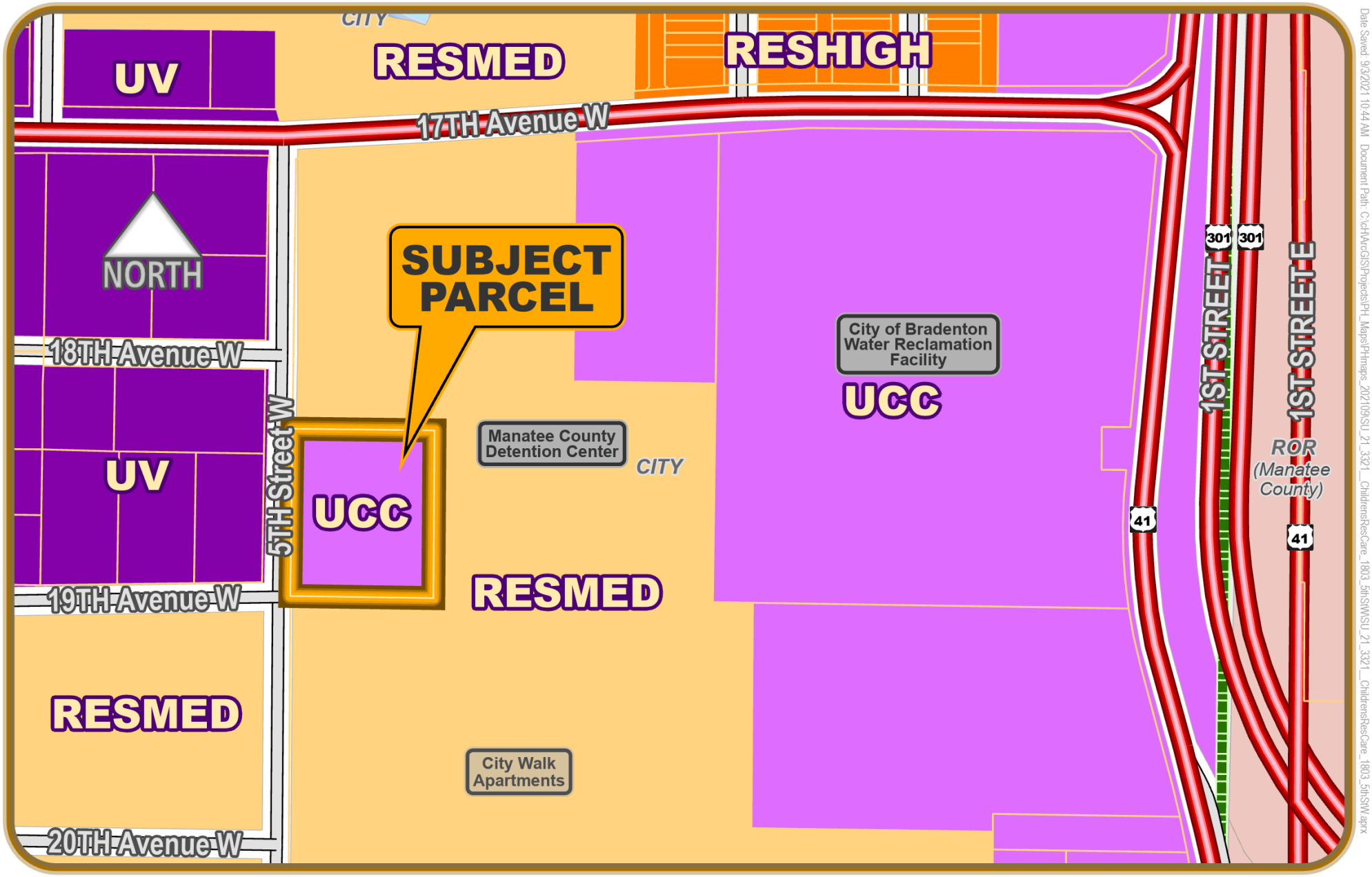
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Feet

City of Bradenton Department of Planning & Community Development

LEGEND
- Subject Parcel
- Other Parcels
- City of Bradenton

Date Saved: 9/3/2021 10:32 AM Document Path: C:\cl\ArcGIS\Projects\PH_Maps\PHmaps_20210910\SU_21_3321_ChildrensResCare_1803_5thStNWSU_21_3321_ChildrensResCare_1803_5thSW.aprx

EXHIBIT 2



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SU.21.2109 Children's Residential Care Facility

Benjamin Hollins
Agent: Jacquline Collins
Owner: Facility Service Corp., Trustee
1803 5th Street West
Parcel: 4493800209

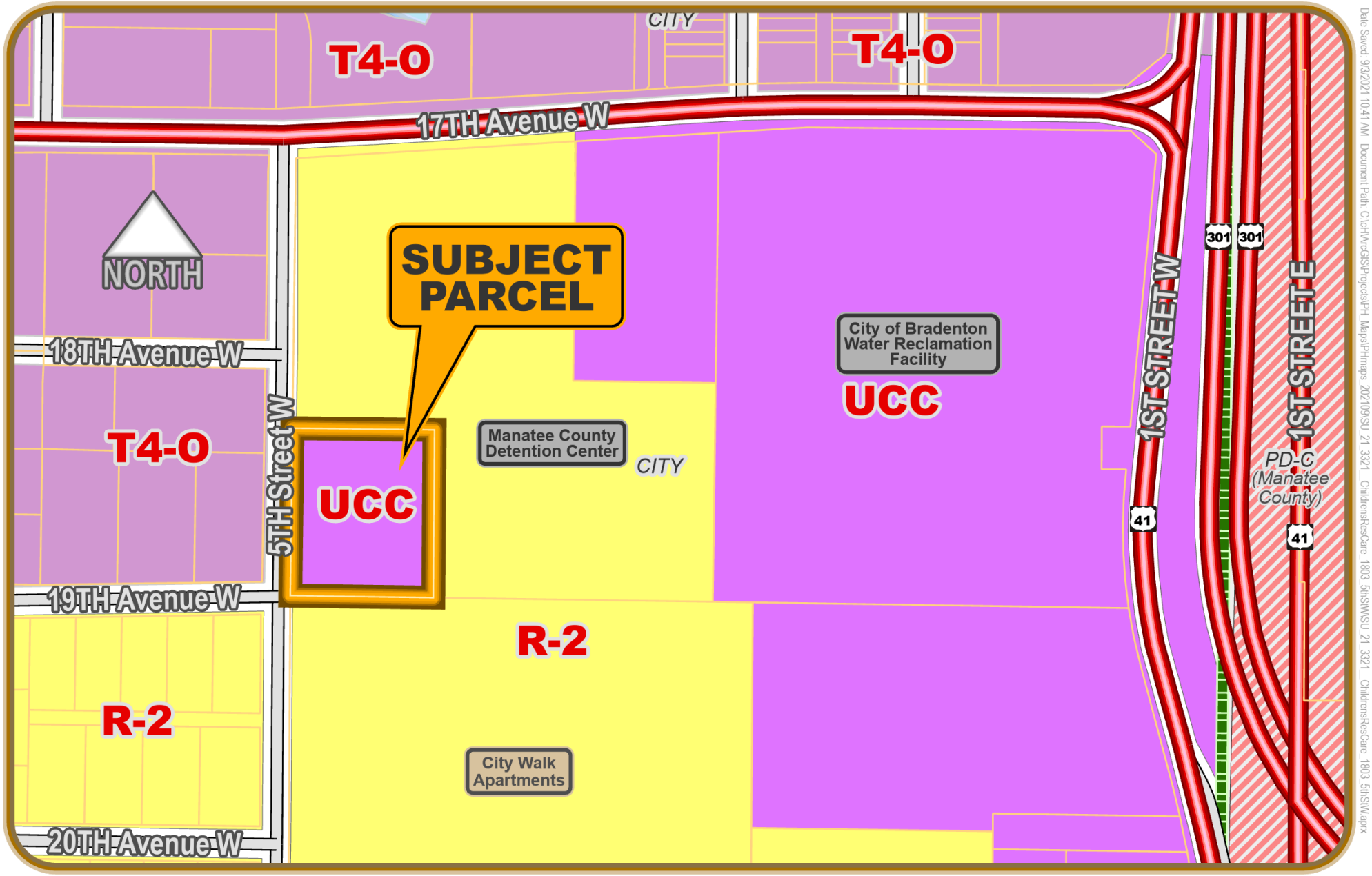
Future Land Use

0 100 200 300
Feet

City of Bradenton Department of Planning & Community Development

LEGEND
- Subject Parcel
- Other Parcels
- City of Bradenton

EXHIBIT 3



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SU.21.2109 Children's Residential Care Facility

Benjamin Hollins
Agent: Jacquline Collins
Owner: Facility Service Corp., Trustee
1803 5th Street West
Parcel: 4493800209

Zoning

0 100 200 300
Feet

City of Bradenton Department of Planning & Community Development

LEGEND
- Subject Parcel
- Other Parcels
- City of Bradenton


EXHIBIT 4
1805 5th Street East
N
623

see updated Narrative

NARRATIVE

This application is for a Special Use Permit for Children's Safe Place LLC. d.b.a. Horizons Care, In conjunction with, 1803 5th street Land trust; who purchased the former Juvenile Detention Center located at 1803 5th Street West, Bradenton, Florida 34205

Children's Safe Place LLC is requesting the ability to now use this property and building as a Residential Group Care Facility for adolescents that are at risk of being sex trafficked. A facility Licensed by DCF as a (CCA) Child Caring Agency under 65C-14 of the administrative code. Which will offer secure, Residential Care and Therapeutic Care, providing outlined service plans and group counseling.

Professional services will be delivered by our team in multifaceted avenues of approach, with operations 24 hours a day, 7 days a week and is licensed by DCF to serve in out of home care for adolescents who are at risk of being sex trafficked as described in Section 39.524 in need of Safe harbor placement and who meet the placement criteria for this inherent purpose. The facility will initially house 30 residents which would be increased up to 60 residents. Duration of residency will vary depending on the departments need of placement for the youth until either they reach a point of reunification, adoption or they age out.

The Proposed Residential Group Care Facility will be Operated by Nelson Hurdle and Jacquline Collins through Children's Safe Place LLC., a licensed (CCA) Child Caring Agency.

Nelson Hurdle has a has a Juris Doctorate in Law (JD), M.S. Industrial Administration (MBA) certified project Management Professional (PMP) Project Management Institute. Served as a program Manager and Executive Director successfully for 17 years providing long term foster care and youth development services to young men ages 13-18.

Jaqculine Collins has been a program director of Children's Safe Place for 4 years and held a Department of Children and Families Licensed Child Care Facility in Manatee County for 13 years. She had experience working with children and families from age 0 to 13. She also provided services through the Early Learning Coalition, Southwest Food Program, and a member of Florida Child Care Association.

The Subject Parcel location at 1803 5th street West is an existing Juvenile Detention Center currently zoned (UCC) Urban Commercial Corridor. The subject parcel has historically been used as an institutional land use since at least the 1970's. The building has most recently been used as a juvenile detention facility and is well suited to be repurposed as a Residential Group Care Facility for adolescents at risk of being sex trafficked. Due to the sensitive nature of the children's situation of them being at risk of being sex trafficked or other forms of human

trafficking, we request that the 10' non scalable fencing remain in place. This is not deemed a lockdown facility however it is very restrictive, while we cater to minors who some have come from very abusive and traumatizing situations sometimes, they find their way back to their abuser or the person who was victimizing them. If a child request to leave the premises they will be required to sign out, only under some circumstances will they be allowed to leave unsupervised after providing an approved amount of information to staff on shift and they must meet program age requirements to do so. If the children decide they no longer want to reside at the facility it is arranged for their pickup and transportation to a safe place for them to reside. The current prohibitory architecture of the existing building is ideal, because it prevents them from putting themselves in imminent danger while also diminishing any impact to the surrounding neighborhoods from any mischievous behaviors. The proposed usage for this building is in sync with the historical usage of this building, which had extraordinarily little impact on the large multifamily residential zoned property located to the south of the building. We request the 10' required buffer be reduced from 10' to 0' on the North side of the property. It is currently an institutional building used for vehicle maintenance for the city. The subject property currently neighbors the Juvenile Detention Center to the East and a city vehicle maintenance to the North. There is no impact on adjacent properties that sit to the East and the north since the existing property serves Institutional usage as our proposed property does. The property to the north will not be impacted it is a parking lot The multifamily neighborhood is fenced with heavy foliage between the two properties that would be harmonious with the proposed land use and provide a natural partition between the properties. See **Exhibit A.** Moreover, a building that is designed to be used as a Juvenile Detention Facility, the building only has a limited number of lands uses that would spatially work on this site. The proposed usage not only coincides with its previous usage that created no impact to neighborhood to the south, but it is also very secure with fencing, Dense vegetation, the building secure and almost isolated in its positioning to serve as a good neighbor to the land uses around it. Due to it use as an adolescent Residential Group Care none of the residents will have a vehicle which will cut down on traffic noise that will minimize any impact on any other surrounding land uses. The residents will be monitored through Closed circuit camera system and will receive 24-hour supervision.

The current building has been abandoned and unmaintained for several years. The applicant is intending on making substantial investment in this property and the revitalization of this property will be an asset to the neighborhood.

Section C.

SPECIAL USE REVIEW CRITERIA

The following detailed responses, using factual statements called findings of facts are intended to explain how the request Special Use complies with each of the following review criteria.

1. *Adequacy of ingress and egress to the property and proposed structures with regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency accesses.*

Response: The site currently obtains access from two existing driveways located on 5th street west as you will see on the arial photograph in Exhibit A. There are 17 parking spaces already existing giving the facility more than enough space to provide parking for the estimated 6 employees per shift. None of the children under our care will have a vehicle. The facility will not have a lot of traffic because we do not offer any kind of outpatient services. There should not be any pedestrian traffic.

2. *Location and design of off-street parking and loading areas regarding the items in "1" above and the smoke, noise, glare, dust, vibrations, fumes, pollution, and other effects of the use on the adjoining property.*

Response: The location will not see a lot of coming and going traffic that would affect smoke, noise, glare, dust, vibrations, fumes, pollution. The nature of our demographic that we serve, requires privacy. There is not extensive contact with the children within our facility. Since we do not offer outpatient services there is little foot traffic and cars coming and going. Outside of a every so often visit from a court appointed guardian or case manager there is little traffic. The 17 parking spaces more than accommodate for staff parking and any visitors.

3. *Location and design of refuse and service areas regarding availability adequacy and effect upon surrounding properties.*

Response: The refuse area as seen on the revised site plan is not in the line of site of the residential areas which lay to the south and west of the property.

4. *Utilities, regarding location, availability, adequacy and compatibility with surrounding properties.*

Response: There is no impact on adjacent properties since the existing property already is served by sewer, water, electrical and phone and cable services.

5. *Screening, buffering or separation of any nuisance or hazardous features of the site.*

Response: There are not any hazardous features on this properties site. This property has been overgrown, unmaintained and abandoned for years. The Revitalization of this building will only beautify this property and the neighborhood surrounding it. There will be new vibrant landscaping that will enhance the view and further partition the property and provide a gentle vista of the existing property.

6. *Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.*

Response: There is only one existing road sign that will be replaced and one existing building sign that will be replaced. The lighting on the building is already existing and will be used.

7. *Effect upon the value of the surrounding properties; the use shall not hinder the development of nearby vacant properties or adversely affect their economic values.*

Response: As mentioned before this property has been unmaintained and abandoned for several years. The revitalization of this building will only help improve the neighboring properties and bring value to the neighborhood.

8. *Adequacy of land and/or building which are to be used.*

Response: Due to the properties prior use as a juvenile detention facility the property and the building usage is uniform to the usage being proposed. It will easily facilitate the current planning and purpose.

9. *General compatibility or appropriateness with adjacent properties and other properties in the district with special consideration given to proposed hours of operation.*

Response: Due to the age of our facilities residents, the facility will maintain strict curfew hours for clients which will ensure compatibility to nearby properties. Directly behind this building is Bradenton's current juvenile detention center as well as the fact this property history runs concurrent with its new proposed usage.

10. Environmental quality of the district in which the use is proposed and the effect the Special Use Permit might have such quality.

Response: The proposed facility is not expected to have any impact on the environment. No existing trees are proposed to be removed unless they are diseased.

11. Consistency with the city of Bradenton Comprehensive Plan

Response: We are not Processing a comprehensive plan

PLANNING COMMISION
Review Response

Owner :
1803 5th STREET LAND TRUST
Trustee Facility Service Corporation
(813)704-3863
InsEquity@gmail.com

Review for:
Children's Safe Place LLC Special Use Permit
1803 5th street West Bradenton Fl 34205

Next Steps:
1.Deed (Provided)
2.Agent Authorization form (signed)
3. Letter Provided
4.Documents Modified

5.**HIGHLIGHTED ITEMS(below)**

PLANNING DEPARTMENT

- *What Improvements are to be done to the Library/ Classroom building?*

    - #7 We will be having general contractors pull permits to renovate and update for a classroom setting for a computer lab and tutor room.

Is this a lockdown facility ?

    - #8 This is not deemed a lockdown facility however it is a very restrictive Facility , while we cater to minors who some have come from very abusive and traumatizing situations sometimes, they find their way back to their abuser or the person who was victimizing them. If a child requests to leave the premises they will be required to sign out, only under some circumstances (Such as a job , or visit with an approved family member) will they be allowed to leave unsupervised after providing an ample and approved amount of information to staff on shift and they must meet program age requirements to do so. If the children decide they no longer want to reside at the facility it is arranged for their pickup and transportation to a safe place for them to reside. The current prohibitory architecture of the existing building is ideal ,because it prevents them from putting themselves in imminent danger while also diminishing any

impact to the surrounding neighborhoods from any mischievous behaviors.

Building Department

- #2 *What If any of the existing internal layout is to be used?*
    - All of the existing internal layout will be used

Fire Department

- #4 *More details will be needed on exit capacity and paths of travel*

Police

- *Who is deeming the children at risk for sex trafficking?*
    - The Department of children and families under Florida administrative Code 65C-46.001 Definition of an "AT Risk Facility " is a (CCA) Child caring agency providing care and support services to children and youth who are at risk of becoming sex trafficking vitims.
    - **65C-46.001 Definitions.**
    - (1) "At-Risk house" means a child-caring agency providing care and support services to children and youth who are at risk of becoming sex trafficking victims.
    - (2) "Campus" means a characteristic describing a child-caring agency that has multiple buildings, units, or cottages on the same property.
    - (3) "Child or youth at risk of sex trafficking" means an individual who has experienced trauma, such as abuse, neglect, and/or maltreatment, and presents with one or more of the accompanying risk factors:
    - (a) History of running away and/or homelessness.
    - (b) History of sexual abuse and/or sexually acting out behavior.
    - (c) Inappropriate interpersonal and/or social media boundaries.
    - (d) Family history of or exposure to human trafficking.
    - (e) Out-of-home placement instability demonstrated by repeated moves from less restrictive levels of care.
    - (4) "Child-caring agency," as defined in this rule chapter, means a child-caring institute licensed by the Department to provide care and supervision to children and youth in a group home, facility, shelter, treatment program, or wilderness camp.
    - (7) "Facility" means the building and campus of a residential child-caring agency, as defined by Section 409.175(2), F.S.

6. ***Code Enforcement***

- *Current code enforcement case has been closed*

7. ***The Health Department*** Will be contacted to advise on requirements pre construction.

EXIBIT A 1803 5th Street West Bradenton Fl. 34205



02/08/2020

SITE DATA SUMMARY

Horizons Care

1. PROPERTY ADDRESS: 1803 5th STREET WEST, BRADENTON FLORIDA 34205
2. PARCEL ID NO: 4493800209
3. TOTAL GROSS SITE AREA: 1.074 ACRES +/-
4. EXISTING LAND USE PLAN: MEDIUM DENSITY (UO TO 10 DU/AC)
5. PROPOSED FUTURE LAND USE PLAN: (UCC) URBAN CAMMERCIAL CORRIDOR
6. EXISTING ZONING: (UCC) URBAN CAMMERCIAL CORRIDOR
7. PROPOSED REZONING: NONE
8. EXISTING USE: VACANT
9. PROPOSED USE: RESIDENTIAL GROUP CARE FOR ADOLECENTS 30 BEDS
10. REQUIRED PARKING: (1 per 6 beds plus=5) (1 per independent unit plus) (1 per 20 clients) 5+2 =7 (Add one per employee) +6=13
11. PROPOSED NET PARKING: 17 PARKING SPACES
12. FLOOD ZONE: X AREA THAT IS DETERMINED TO BE TO BE OUTSIDE 1% AND 0.2% CHANCE FLOODING
13. APPROXIMATE EXISTING PERVIOUS COVERAGE APPROX 30,537SF
14. APPROXIMATE PROPOSED IMPERVIOUS COVERAGE: 16,336 SF
15. ISR (%): 34.85%
16. UTILITIES: WATER AND SEWER – CITY OF BRADENTON
17. ADJACENT ZONING / LAND USE:

NORTH:	R-2 / FIRE STATION
SOUTH:	R-2 / RESIDENTIAL 2
EAST:	R-2 / JUVENILE DETENTION CENTER
WEST:	T4-O / RESIDENTIAL / COMMERCIAL

SITE DATA SUMMARY
Children's Safe Place d.b.a Horizons Care

REQUIRED SETBACKS FOR UCC ZONING

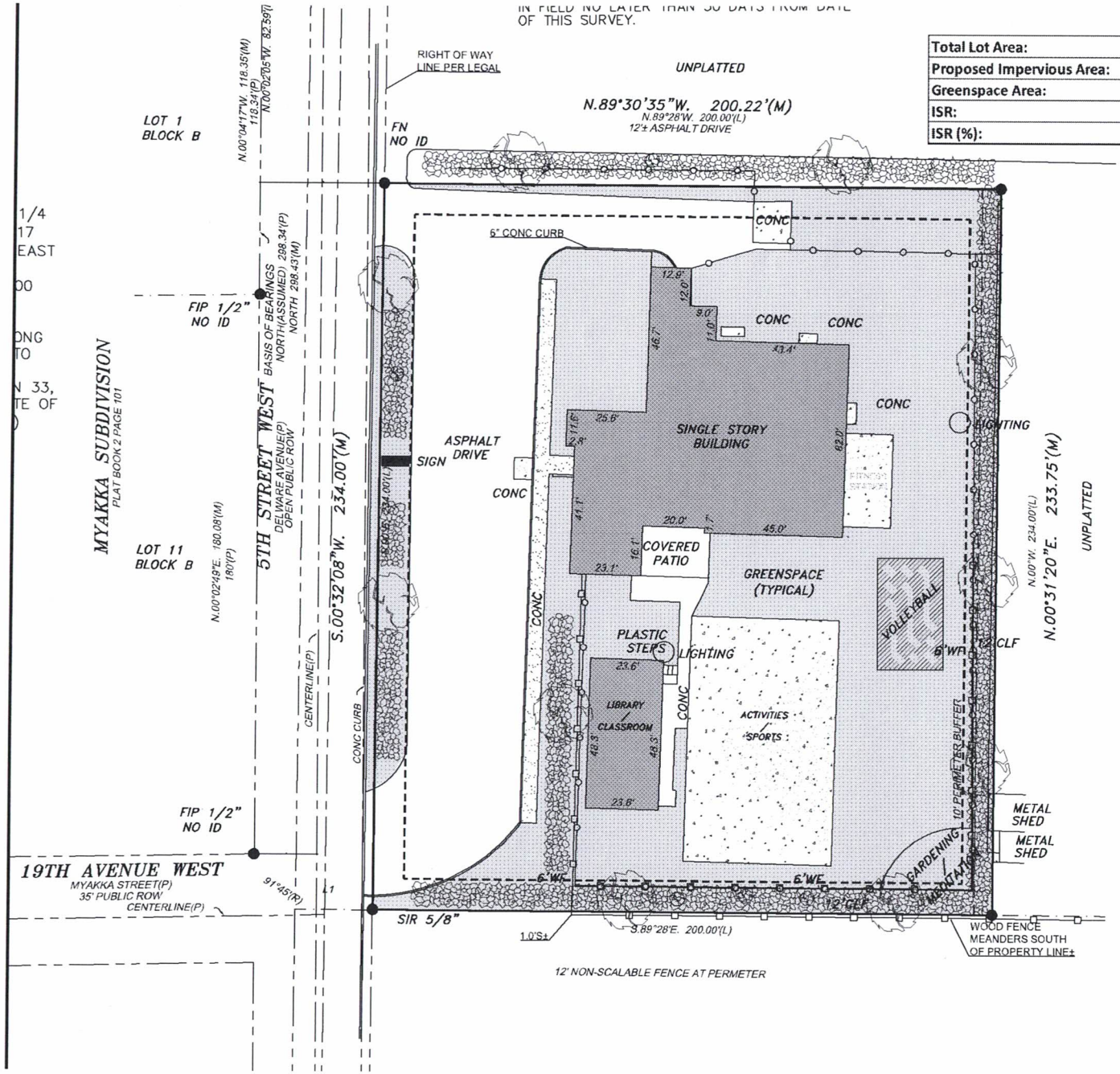
FRONT YARD SETBACK	20 FEET
REAR YARD SETBACK	15 FEET
SIDE YARD SETBACK	10 FEET

MAXIMUM ALLOWABLE BUILDING HEIGHT: 35 FEET

MAXIMUM HEIGHT IN STORIES: 2 STORIES

EXHIBIT 5

633



Total Lot Area:	46,873	SF
Proposed Impervious Area:	16,336	SF
Greenspace Area:	30,537	SF
ISR:	0.35	SF
ISR (%):	34.85%	

THIS DRAWING MAY NOT BE USED OR RE-PRODUCED WITHOUT WRITTEN PERMISSION OF G-SQUARED CAD SERVICES.

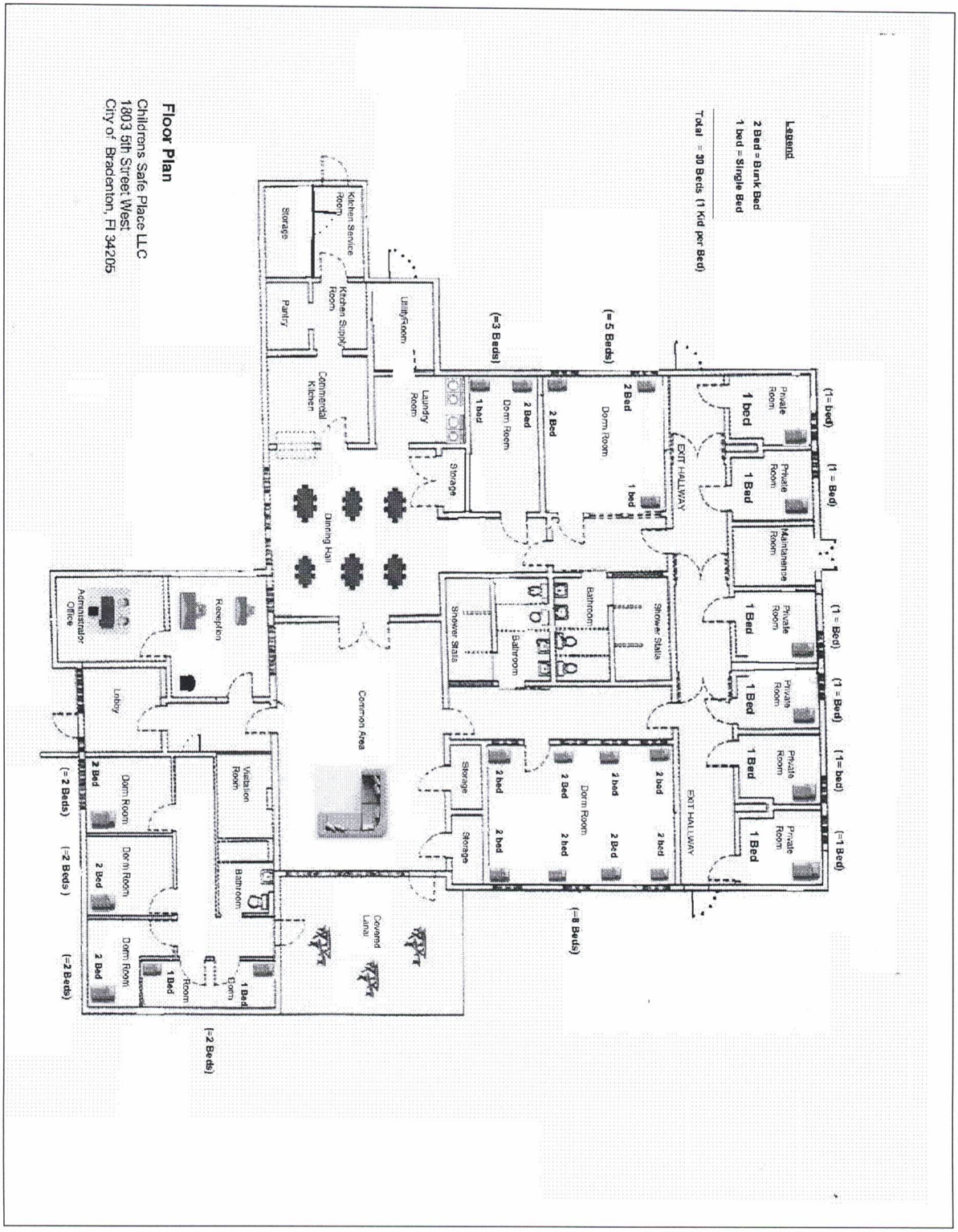
SITE PLAN

CHILDREN'S SAFE PLACE LLC
1803 5TH ST W
BRADENTON, FL

DATE 18 JUNE 2021
DRAWN
CHECKED
JOB NO.
SCALE
SHEET C1

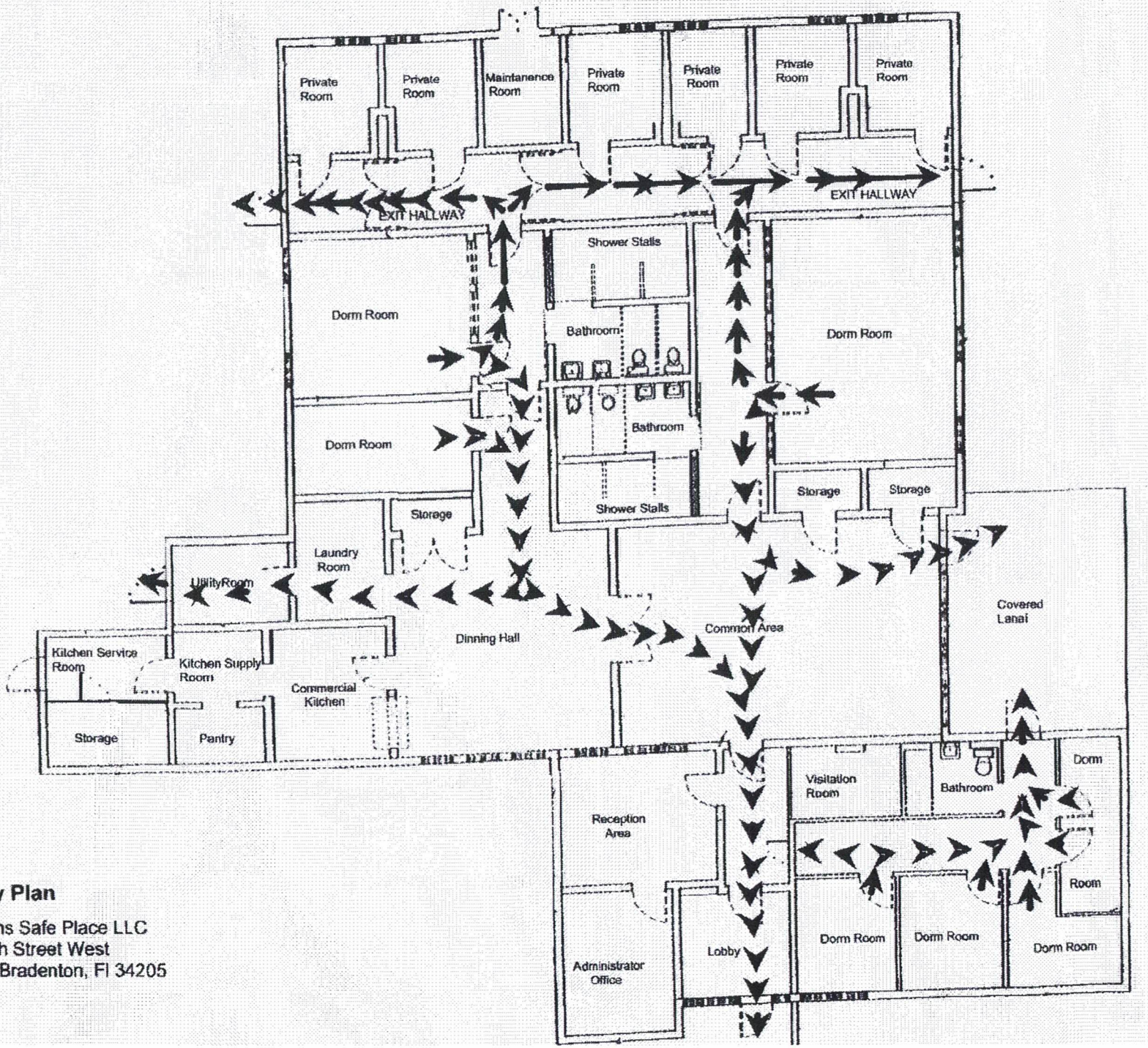
CAD SERVICES
5387 ALHAMBRA WAY S
ST PETERSBURG, FL 33712
727-452-6823 passmenol@hotmail.com

ENGINEERING SERVICES PROVIDED BY
GREGORY D. GAINER P.E. FL#70985
1401 PRESTON STREET S
ST. PETERSBURG, FL 33712
SEALED FOR STRUCTURAL ONLY
727-452-6823



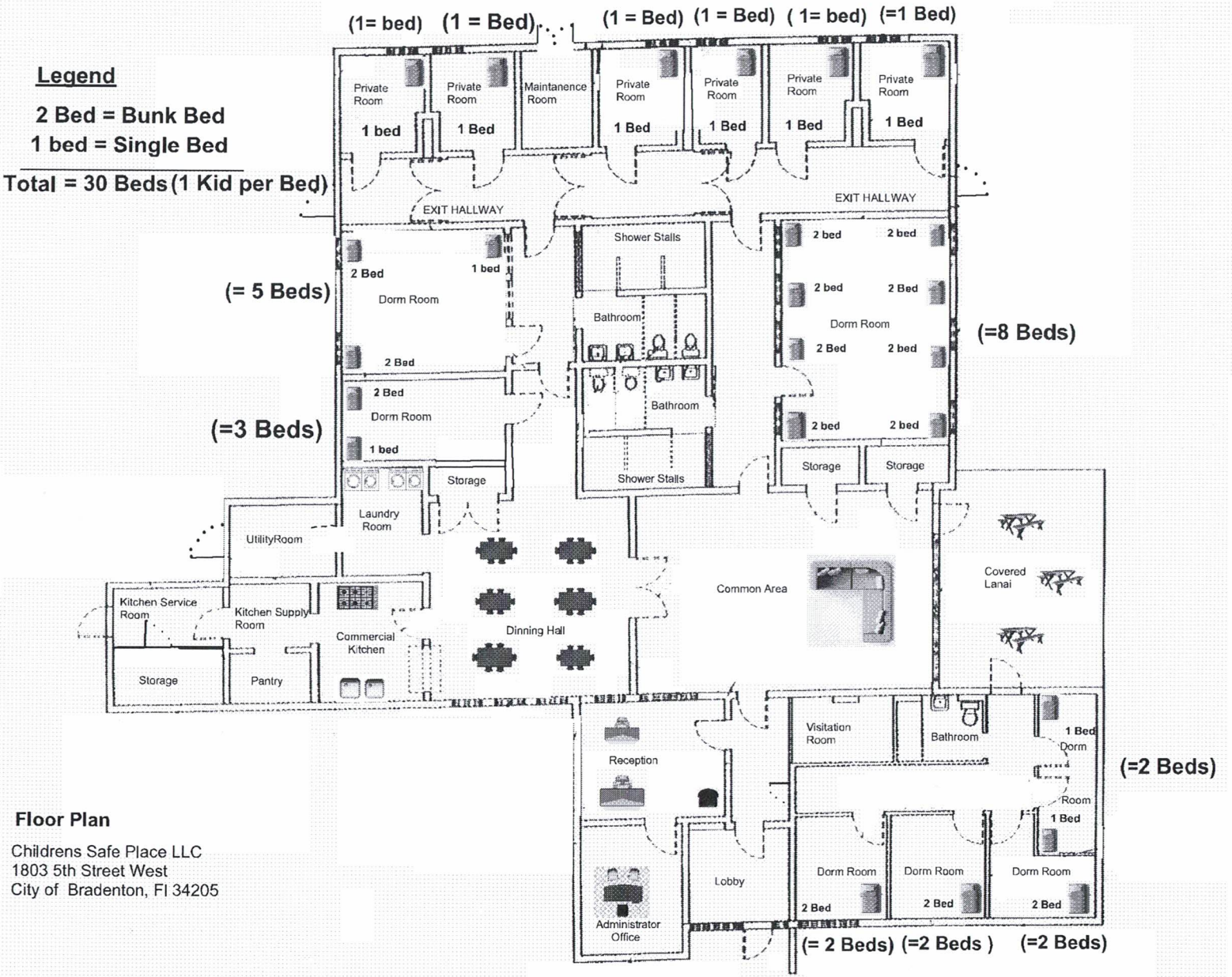
THIS DRAWING MAY NOT BE USED OR RE-PRODUCED WITHOUT WRITTEN PERMISSION OF G-SQUARED CAD SERVICES.

DATE 16 JUNE 2021 SHEET C2 DRAWN CHECKED JOB NO.	SITE PLAN CHILDREN'S SAFE PLACE LLC 1803 5TH ST W BRADENTON, FL		CAD SERVICES 5387 ALHAMBRA WAY S ST PETERSBURG, FL 33712 727-452-6823 passmenot@hotmail.com	ENGINEERING SERVICES PROVIDED BY GREGORY D. GAINER P.E. FL#70885 1401 PRESTON STREET S ST. PETERSBURG, FL 33712 SEALED FOR STRUCTURAL ONLY 727-452-6823



Safety Plan

Childrens Safe Place LLC
1803 5th Street West
City of Bradenton, Fl 34205



Floor Plan

Childrens Safe Place LLC
1803 5th Street West
City of Bradenton, Fl 34205

F.C. Surveying, PLLC d/b/a

Florida Coast Surveying

PROFESSIONAL SURVEYOR'S, & MAPPER'S
CERTIFICATE NO. LB-0006938

P.O. BOX 20365
BRADENTON, FLORIDA 34204
941-744-9295 FAX 941-748-6751
TOLL FREE 1-877-531-7193

SCALE 1" = 40'
NOTE: SUBJECT PROPERTY IS ON CENTRAL WATER

FLOOD ZONE : X
COMMUNITY PANEL 120681C 0302E
DATED : 3-17-14
(FLOOD ZONE : "B","C","D", & "X" ARE NOT IN DESIGNATED FLOOD HAZARD ZONE AREA.) SUBJECT TO VERIFICATION

BOUNDARY SURVEY
OF
THAT CERTAIN PARCEL OF LAND SHOWN HEREON
LYING AND BEING IN
SECTION 35, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

LEGAL DESCRIPTION :

COMMENCING AT THE SW CORNER OF THE NW 1/4 OF THE NE 1/4 OF THE SE 1/4 OF SECTION 35, TOWNSHIP 34 SOUTH, RANGE 17 EAST, THENCE S.89°28'E., A DISTANCE OF 25.00 FEET TO THE EAST RIGHT OF WAY LINE OF 5TH STREET WEST FOR A POINT OF BEGINNING; THENCE CONTINUE S.89°28'E., A DISTANCE OF 200.00 FEET; THENCE N.0°W., A DISTANCE OF 234.00 FEET; THENCE N.89°28'W., A DISTANCE OF 200.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF 5TH STREET WEST; THENCE S.0°E., ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 234.00 FEET TO THE ABOVE-MENTIONED POINT OF BEGINNING.
ALL THE ABOVE-DESCRIBED LAND LYING AND BEING IN SECTION 33, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, STATE OF FLORIDA, AND CONTAINING 1.074 ACRES (46,798 SQUARE FEET) MORE OR LESS.

LEGEND
(L)=LINE DATA
(A)=CURVE DATA
C.L.F.=CHAINLINK FENCE
C=CALCULATED
CONC=CONCRETE
CSW=CONCRETE SIDEWALK
COV=COVERED
D=DEED
FCC=FOUND CROSS CUT
FCM=FOUND CONCRETE MONUMENT
FDH=FOUND DRILL HOLE
FIP=FOUND IRON PIPE
FIR=FOUND IRON ROD
FN=FOUND NAIL
L=LEGAL
M=MEASUREMENT
P=PLAT
PC=POINT OF CURVATURE
PCP=PERMANET CONTROL POINT
PI=POINT OF INTERSECTION
PF=PLASTIC FENCE
PK=PK NAIL
PLS=PROFESSIONAL LAND SURVEYOR
POB=POINT OF BEGINNING
POC=POINT OF COMMENCEMENT
POL=POINT ON LINE
PRC=POINT OF REVERSE CURVE
PRM=PERMANENT REFERENCE MONUMENT
P.R.=PUBLIC RECORD
PSM=PROFESSIONAL SURVEYOR AND MAPPER
PUADE=PUBLIC UTILITY & DRAINAGE EASEMENT
(R)=RADIAL
ROW=RIGHT OF WAY
SDH=SET DRILL HOLE
SIR=SET 5/8" IRON ROD WITH CAP LB# 6938
SN=SET NAIL & DISK LB #6938
WF=WOOD FENCE

NOTES
1. THE ACCURACY OF THIS SURVEY MEETS REQUIREMENTS AS SET FORTH IN 5J-17.051(3)(B)(15)8.II SUBURBAN: LINEAR: 1 FOOT IN 7,500 FEET
2. BEARINGS ARE BASED ON PLAT OR OTHERWISE SHOWN
3. THE LEGAL DESCRIPTION SHOWN HEREON IS PROVIDED BY CLIENT UNLESS NOTED OTHERWISE
4. THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR EASEMENTS THAT ARE NOT RECORDED ON SAID PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
5. THE BUILDING DIMENSION HEREON ARE TO THE NEAREST TENTH OF A FOOT AND SHOULD NOT BE USED FOR DESIGN USE OF ANY KIND.
6. THE CLIENT AGREES TO LIMIT THE SURVEYOR'S LIABILITY TO THE CLIENT ON THE PROJECT DUE TO ANY CLAIM OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO THE SURVEY, SUCH AS THE TOTAL AGGREGATE LIABILITY OF THE SURVEYOR TO ALL THOSE NAMED SHALL NOT EXCEED THE SURVEYOR'S TOTAL FEE FOR SERVICES RENDERED.
7. OWNERSHIP OF FENCES, IF ANY, WERE NOT DETERMINED AS PART OF THIS SURVEY.
8. REUSE OF THIS SURVEY FOR THE PURPOSE OTHER THAN WHICH IT WAS INTENDED, WITHOUT WRITTEN VERIFICATION, WILL BE AT THE REUSERS SOLE RISK AND WITHOUT LIABILITY TO THE SURVEYOR. NOTHING HEREIN SHALL BE CONSTRUED TO GIVE ANY RIGHTS OR BENEFITS TO ANYONE OTHER THAN THOSE CERTIFIED.
9. ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988, UNLESS OTHERWISE NOTED.
10. UNDERGROUND ENCROACHMENTS, IF ANY NOT LOCATED.

REVISIONS
7-08-21 UPDATE SURVEY

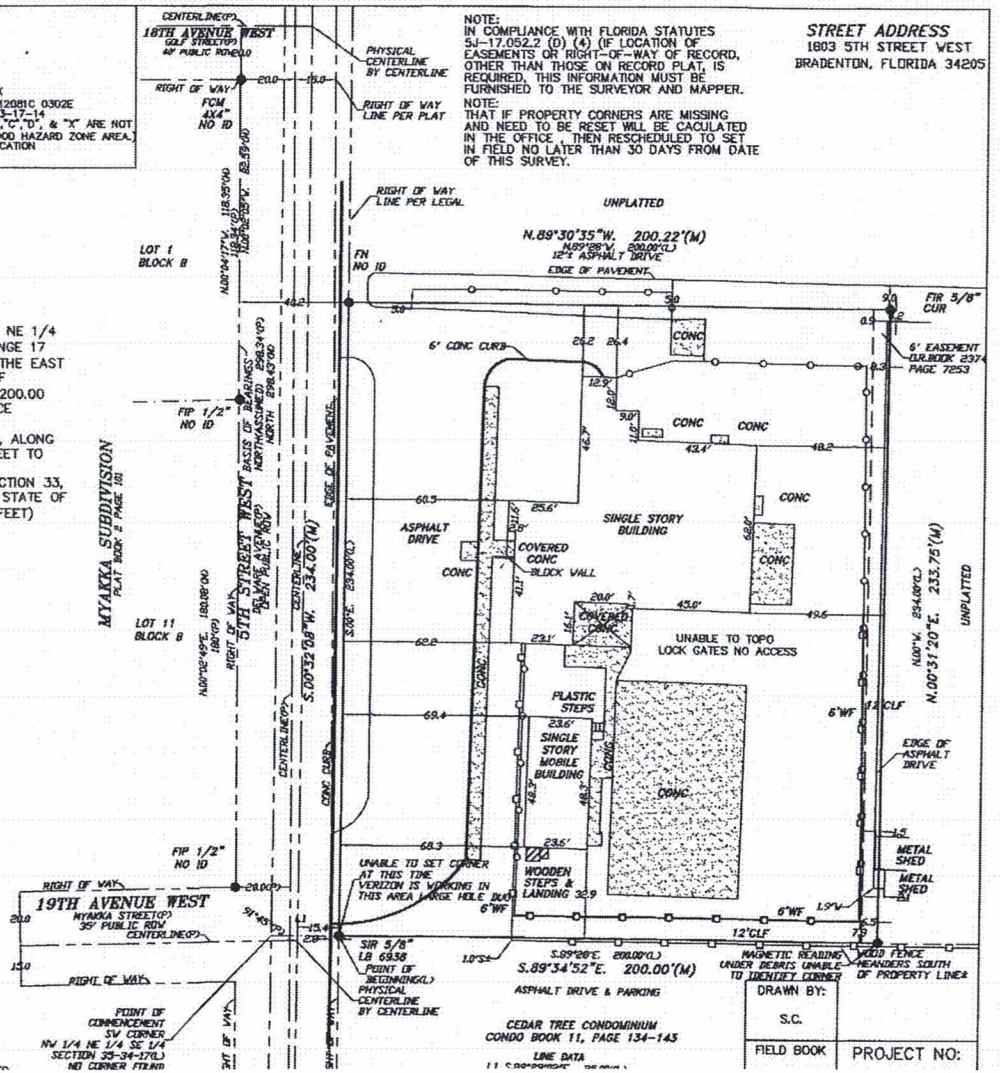
CERTIFICATION :
I CERTIFY THAT THIS SURVEY WAS MADE UNDER MY DIRECTION AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS IN CHAPTER 5J-17.051- 5J-17.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

BY : _____ SURVEY DATE : 09/15/2017
M. SCOTT CRIDER, PSM #6671

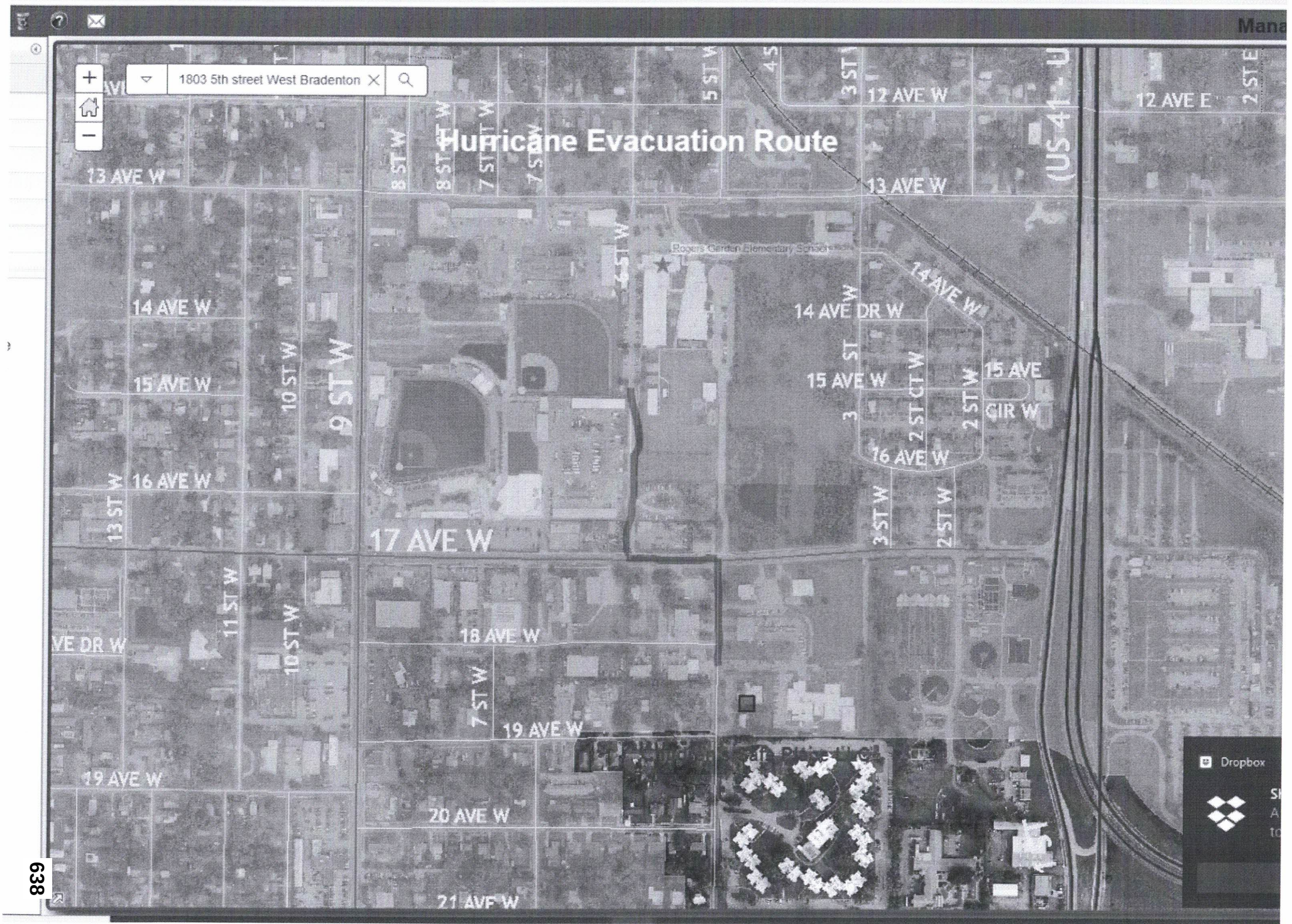
NOT A CERTIFICATION OF TITLE, ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES.
"UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID"

NOTE:
IN COMPLIANCE WITH FLORIDA STATUTES 5J-17.052.2 (D) (4) (IF LOCATION OF EASEMENTS OR RIGHT-OF-WAY OF RECORD, OTHER THAN THOSE ON RECORD PLAT, IS REQUIRED, THIS INFORMATION MUST BE FURNISHED TO THE SURVEYOR AND MAPPER.
NOTE:
THAT IF PROPERTY CORNERS ARE MISSING AND NEED TO BE RESET WILL BE CACULATED IN THE OFFICE , THEN RESCHEDULED TO SET IN FIELD NO LATER THAN 30 DAYS FROM DATE OF THIS SURVEY.

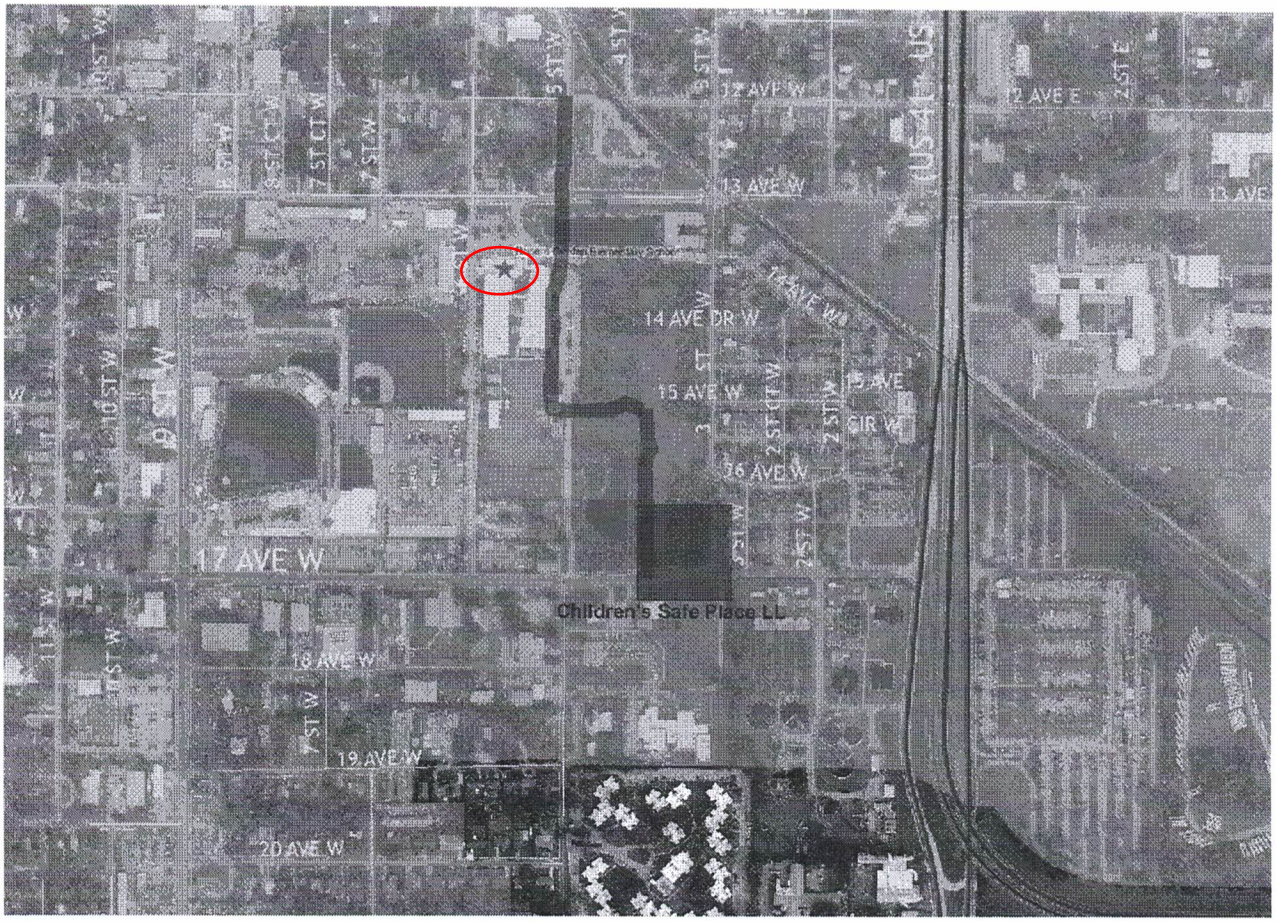
STREET ADDRESS
1803 5TH STREET WEST
BRADENTON, FLORIDA 34205



DRAWN BY:	
S.C.	
FIELD BOOK	PROJECT NO:


ps/mobile/index.html?type=public-safety
1803 5th street West Bradenton
Hurricane Evacuation Route
13 AVE W
12 AVE W
12 AVE E
14 AVE W
14 AVE DR W
15 AVE W
15 AVE CIR W
16 AVE W
17 AVE W
18 AVE W
19 AVE W
20 AVE W
21 AVE W
9 ST W
10 ST W
11 ST W
13 ST W
7 ST W
8 ST W
5 ST W
4 ST W
3 ST W
2 ST W
3 ST
2 ST CT W
2 ST E
(US 41 Alt)
Roger's Garden Elementary School
Dropbox

Manatee County GIS Map



score	100
name	1803 5TH ST W, BRADENTON, 34205

2020 Aerials
- FLMANA20_6in_Delivery.sid
  - Red: Band_1
  - Green: Band_2
  - Blue: Band_3
- FLMANA20_3in_Delivery.sid
  - Red: Band_1
  - Green: Band_2
  - Blue: Band_3
- Florida Major Roads
  - Interstate
  - U.S. Road
  - State Road
  - County Road
  - RoadWay Feature
  - Local Road
- base

Evac Levels/Shelters/Routes
- Evacuation Shelters
- Evacuation Routes
- Evacuation Levels
  - Zone A
  - Zone B
  - Zone C
  - Zone D
  - Zone E

This map was developed by the Manatee County Geographic Information Systems division. It is provided for general reference, is subject to change, and is not warranted for any particular use or purpose. Errors from non-coincidence of features from different sources may be present.
Printed on 7/20/2021, 11:42:38 PM

CITY OF BRADENTON

DEVELOPMENT REVIEW COMMITTEE
COMMENT SHEET

Application # SU.21.3321 **Pre-App/ DRC Date: 8/3/2021**

Project Name: Children's Residential Facility 1803 5th Street West

PLANNING DEPARTMENT

1. Provide current deed as proof of ownership.
2. Provide new agent authorization form with correct property owner and agent. Agent form doesn't agree with application form. Agent form indicates Dr. Zaidi as owner, but now Trust is owner.
It is understood that the letter from Dr Zaidi gave permission to move forward with the application. He is no longer the owner so the process of special use does not require his permission. Please make it clear that he wishes to apply fee that he paid to this application rather than refund it back to him.
3. Narrative doesn't agree with application form. Who is the owner/ applicant? Zaidi or Trust? Modify the narrative to reflect true applicant.
4. Modify the Site Data Summary page:
   #7 Proposed Rezoning- You are not rezoning. That's been done.
   #8. Existing use – Vacant.
   #15 ISR must be typo-0.35sf?
5. Change notation of 12-foot fence to Existing 10-foot fence.
6. Add request to narrative to reduce the north buffer requirement to zero, to accommodate the existing dumpster access.
7. What improvements are to be done to the Library/Classroom building?
8. Is this a lock-down facility?

PUBLIC WORKS DEPARTMENT

1. Based on currently proposed scope of work, the site will only require a dumpster permit in order to bring the current dumpster enclosure up to current standards.
2. Any change to the proposed scope of work may change the site permitting requirements.

BUILDING DEPARTMENT

1. As built information will be required for permitting.
2. What, if any, of the existing internal layout to be used?
3. Lots of questions, but will wait for plans submittal.

FIRE DEPARTMENT

1. Fire Sprinkler system will need to be brought to code.
2. Fire alarm system will need to be brought to code.
3. Commercial cooking will require commercial Hood system as well as extinguishing system.
4. More details will be needed on exit capacity and paths of travel.
5. Since the structure was previously designed as a harden (lockdown) structure will need to evaluate secondary exiting and access for FD. (lock-down- exit windows/doors)
6. Further review will be done during permit review.

CITY SURVEYOR:

No comments at this time.

OTHER COMMENTS

Police:
Who is deeming the children at risk for sex trafficking?

Code Enforcement: We have a current code enforcement violation for substandard property conditions. Please contact Code Enforcement for information.

Health Dept.
The lead agency for CCA licensing is the Department of Children and Families (DCF). DCF will send a written request to the Florida Department of Health in Manatee County (aka Manatee County Health Dept) for inspection prior to issuance of license. This inspection will be conducted by the health dept. using Florida Administrative Code (FAC) 65C-14.010. Please note that section (2) is for the food service requirements for a CCA with a capacity of more than 12 clients. A minimum of a sanitizing residential dishwasher will be required as well as an employee handwashing sink. A prep sink will also be required as the washing of fresh fruits and vegetable is required in this section. The dishwasher and the prep sink would be required to be indirectly wasted to the sewage system. It would be beneficial to contact the Manatee County Health Dept for more details.
Inspection request for facility pre-construction.

DRC Determination:	**Forward to Permitting/Public Hearing**	
	Return for Further Review	**X**

NEXT STEPS

Submit following information:

1. Deed
2. Correct Agent Authorization form according to current owner.
3. Pay new fee or provide letter from Dr. Zaidi giving permission to apply fee pad for withdrawn application.
4. Modify documents as noted in Planning comments.
5. Answer highlighted questions.
6. Contact Code Enforcement to rectify current violations.

Select Year: 2021 Go

The 2021 Florida Statutes

Title XXX
SOCIAL WELFARE

Chapter 419
COMMUNITY RESIDENTIAL HOMES

View Entire Chapter

419.001 Site selection of community residential homes.—

(1) For the purposes of this section, the term:

(a) "Community residential home" means a dwelling unit licensed to serve residents who are clients of the Department of Elderly Affairs, the Agency for Persons with Disabilities, the Department of Juvenile Justice, or the Department of Children and Families or licensed by the Agency for Health Care Administration which provides a living environment for 7 to 14 unrelated residents who operate as the functional equivalent of a family, including such supervision and care by supportive staff as may be necessary to meet the physical, emotional, and social needs of the residents.

(b) "Licensing entity" or "licensing entities" means the Department of Elderly Affairs, the Agency for Persons with Disabilities, the Department of Juvenile Justice, the Department of Children and Families, or the Agency for Health Care Administration, all of which are authorized to license a community residential home to serve residents.

(c) "Local government" means a county as set forth in chapter 7 or a municipality incorporated under the provisions of chapter 165.

(d) "Planned residential community" means a local government-approved, planned unit development that is under unified control, is planned and developed as a whole, has a minimum gross lot area of 8 acres, and has amenities that are designed to serve residents with a developmental disability as defined in s. 393.063 but that shall also provide housing options for other individuals. The community shall provide choices with regard to housing arrangements, support providers, and activities. The residents' freedom of movement within and outside the community may not be restricted. For the purposes of this paragraph, local government approval must be based on criteria that include, but are not limited to, compliance with appropriate land use, zoning, and building codes. A planned residential community may contain two or more community residential homes that are contiguous to one another. A planned residential community may not be located within a 10-mile radius of any other planned residential community.

(e) "Resident" means any of the following: a frail elder as defined in s. 429.65; a person who has a disability as defined in s. 760.22(3)(a); a person who has a developmental disability as defined in s. 393.063; a nondangerous person who has a mental illness as defined in s. 394.455; or a child who is found to be dependent as defined in s. 39.01 or s. 984.03, or a child in need of services as defined in s. 984.03 or s. 985.03.

(f) "Sponsoring agency" means an agency or unit of government, a profit or nonprofit agency, or any other person or organization which intends to establish or operate a community residential home.

(2) Homes of six or fewer residents which otherwise meet the definition of a community residential home shall be deemed a single-family unit and a noncommercial, residential use for the purpose of local laws and ordinances. Homes of six or fewer residents which otherwise meet the definition of a community residential home shall be allowed in single-family or multifamily zoning without approval by the local government, provided that such homes are not located within a radius of 1,000 feet of another existing such home with six or fewer residents or within a radius of 1,200 feet of another existing community residential home. Such homes with six or fewer residents are not required to comply with the notification provisions of this section; provided that, before licensure, the sponsoring agency provides the local government with the most recently published data compiled from the

Return to:
City of Bradenton, Department of Planning & Community Development
101 12th St, Bradenton, FL 34205

Permit No. SU.21.

Meeting and Date Planning Commission
September 15, 2021

CITY OF BRADENTON AFFIDAVIT
Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400 x 413 Fax: (941) 932-9534

Certification of Notice
Posting Prior to Public Hearing

I, Isabell Salazar, hereby certify that a sign has been posted at 1805 5th Street West, as of this date and for at least 10 days prior to the public hearing regarding the request of: Special Use Residential Group Care Facility.

Applicant's Signature

09/08/21
Date

The foregoing instrument was acknowledged before me this 8 day of September, who produced as identification P.K.A.

Notary Public State of Florida
Casandra Lafont
My Commission HH 101145
Expires 04/10/2025

Casandra Lafont
Notary Public, State of Florida & Seal

BD & K SARASOTA LLC
1871 PORTER LAKE DR STE 106
SARASOTA, FL 34240

BONILLA LENIA Y MOLINA
511 19TH AVE W
BRADENTON, FL 34205

BRADENTON CITYWALK LLC
2019 5TH ST W
BRADENTON, FL 34205

CEDAR CREST DEVELOPMENT INC
PO BOX 917
MULBERRY, FL 33860-0917

CITY OF BRADENTON
CALLER SERVICE 25015
BRADENTON, FL 34206

CONQUISTADOR HISTORICAL FOUNDATION INC
605 17TH AVE W
BRADENTON, FL 34205

COTELLIS BRUCE D/B/A COTELLIS CUSTOM COASH
1908 39TH ST W
BRADENTON, FL 34205-1330

GOMEZ ZENON
GOMEZ, MARIA E
515 19TH AVE W
BRADENTON, FL 34205-8325

HERNANDEZ RUBEN
VAZQUEZ-MENDOZA, ENEDINA
507 19TH AVE W
BRADENTON, FL 34205-8325

KAING MUY
KEA, WAYNE
5139 55TH STREET CIR W
BRADENTON, FL 34210

KELL-POL PROPERTIES LLC
1401 MANATEE AVE W STE 600
BRADENTON, FL 34205

MANATEE COUNTY
INSPECTION STATION (17TH AVE)
PO BOX 1000
BRADENTON, FL 34206

PORTILLO ELODIA RENTERIA
502 20TH AVE W
BRADENTON, FL 34205

RAMIREZ JOSE R
DEL CARMEN, MARIA
283 MOCCASIN WALLOW RD
PALMETTO, FL 34221

SERRANO EVERARDO CELESTINO
2007 30TH AVE E
BRADENTON, FL 34208

TOMPKINS WILLIAM
TOMPKINS, KARIN S
501 17TH AVE W
BRADENTON, FL 34205-8317

VALERIO ALEX
913 HUBBEL RD
BRADENTON, FL 34208

ZAIDI ENTERPRISE LLC
8618 LAUREL DR N
PINELLAS PARK, FL 33782

ZIOLKOWSKI ZACHARY A
504 20TH AVE W
BRADENTON, FL 34205-8330

THANK YOU for your legal submission!

Your legal has been submitted for publication. Below is a confirmation of your legal placement. You will also receive an email confirmation.

ORDER DETAILS

Order Number:
IPL0039412
Order Status:
Submitted
Classification:
Legals & Public Notices
Package:
BRD - Legal Ads
Final Cost:
163.80
Payment Type:
Account Billed
User ID:
IPL0024553

ACCOUNT INFORMATION

CITY BRADENTON IP
1300 6TH STREET W
BRADENTON, FL 34205
941-932-9467
accountspayable@cityofbradenton.com
CITY BRADENTON

TRANSACTION REPORT

Date
August 31, 2021 4:28:58 PM EDT
Amount:
163.80

SCHEDULE FOR AD NUMBER IPL00394120

September 3, 2021
Bradenton Herald

PREVIEW FOR AD NUMBER IPL00394120

CITY OF BRADENTON, FLORIDA
NOTICE OF PUBLIC HEARING

The City of Bradenton Planning Commission will meet in regular session on Wednesday, September 15, 2021 at 2:00 p.m. in City Council Chambers, 101 Old Main Street, Bradenton to consider the following items at public hearing:

APPLICATION FOR A VARIANCE, VA.21.3458: Request by Luanne Hemann Wesley, agent for owner, Mark E. Hemann, for a Variance to reduce the side setback for an accessory shade structure from 5 feet to zero (0) in the R-1, Single-family Residential, zoning district. The property is located at 2402 21st Ave West, Bradenton, FL 34205, Parcel ID Number 4263200000.

APPLICATION FOR A VARIANCE, VA.21.3499 Request by Adan Castro, agent, for Enrique Castaneda, owner, for a Variance to allow placement of parking for an Accessory Dwelling Unit in the front yard, in the R-2, One- and two Family Residential zoning district. The property is located at 205 22nd Avenue West, Bradenton, FL 34205, Parcel ID Number 4531200006.

APPLICATION FOR SPECIAL USE PERMIT, SU.21.2109: Request by Benjamin Hollins, agent, for Facility Service Corporation and 1803 5th Street Land Trust DTD, owner, for a Special Use Permit for a Residential Care Center in the UCC, Urban Commercial Corridor, zoning district. The property is located at 1805 5th Street West, Bradenton, FL 34205, Parcel ID Number 4493800209.

APPLICATION FOR SPECIAL USE PERMIT, SU.21.2802: Request by Bohler Engineering, LLC, agent, for JBCC Manatee, LLC, owner, for a Special Use Permit to operate a Drive-through Restaurant with Over 20 Seats in the SCC, Suburban Commercial Corridor, zoning district. The property is located at 4311 Manatee Ave West, Bradenton, FL 34208, Parcel ID Number 3648700056.

APPLICATION FOR MAJOR PDP AMENDMENT, MA.21.2766: Request by Tim Ridner, agent, for Southern Hospitality Associates, LLC, Bradenton Land Company, LLC and Bradenton Land Company II, LLC, owners, for a Major Planned Development Project Amendment to increase the number of dwelling units from 584 to 696 units, in PDP zoning district. The property is generally located at 5055 3rd Avenue East, Bradenton, FL 34208, Parcel ID Numbers 1121000001, 1112000003, 1111900005, 1123900129, 1123900569, and 1123710759.

All interested persons and parties may appear either in person and be heard or submit written comments regarding the above matter to the Planning and Community Development Director and they will be heard and considered. The hearing may be continued from time to time as necessary. Copies of the application or further information may be obtained from Myra Schwarz, Development Services and Zoning Manager, Department of Planning and Community Development, 101 Old Main Street, Bradenton, Florida, 34205, or by calling (941) 932-9422.

Pursuant to Florida Statute 286.0105, if any person decides to appeal any decision made by the board, council, agency or commission at this meeting, such person will need a record of the proceedings, and for such purpose, may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City does not provide verbatim transcripts.

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:

City of Bradenton
ADA/Title VI Coordinator
101 Old Main Street
Bradenton, FL 34205
ADACoordinator@cityofbradenton.com
941-932-9470
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

W00000000
Publication Dates

<< Click here to print a printer friendly version >>

CITY OF BRADENTON, FLORIDA
NOTICE OF PUBLIC HEARING

The City of Bradenton City Council will meet in regular session on Wednesday, October 13, 2021 at 8:30 a.m. in City Council Chambers, 101 Old Main Street, Bradenton to consider the following items at public hearing:

APPLICATION FOR SPECIAL USE PERMIT, SU.21.2109: Request by Benjamin Hollins, agent, for Facility Service Corporation and 1803 5 th Street Land Trust DTD, owner, for a Special Use Permit for a Residential Care Center in the UCC, Urban Commercial Corridor, zoning district. The property is located at 1803 5 th Street West, Bradenton, FL 34205, Parcel ID Number 4493800209.

APPLICATION FOR SPECIAL USE PERMIT, SU.21.2802: Request by Bohler Engineering, LLC, agent, for JBCC Manatee, LLC, owner, for a Special Use Permit to operate a Drive-through Restaurant with Over 20 Seats in the SCC, Suburban Commercial Corridor, zoning district. The property is located at 4311 Manatee Ave West, Bradenton, FL 34208, Parcel ID Number 3648700056.

APPLICATION FOR MAJOR PDP AMENDMENT, MA.21.2766: Request by Tim Ridner, agent, for Southern Hospitality Associates, LLC, Bradenton Land Company, LLC and Bradenton Land Company II, LLC, owners, for a Major Planned Development Project Amendment to increase the number of dwelling units from 584 to 696 units, in PDP zoning district. The property is generally located at 5055 3rd Avenue East, Bradenton, FL 34208, Parcel ID Numbers 1121000001, 1112000003, 1111900005, 1123900129, 1123900569, and 1123710759.

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IPL0043317
Oct 1 2021

SPECIAL USE PERMIT NO. SU.21.2109

FINAL ORDER OF THE CITY COUNCIL FOR THE CITY OF BRADENTON GRANTING SPECIAL USE PERMIT NO. SU.21.2109 TO OPERATE A GROUP CARE FACILITY IN THE URBAN COMMERCIAL CORRIDOR ZONING DISTRICT, FOR A 1.074 ACRE PARCEL LOCATED AT 1803 5TH STREET WEST, BRADENTON, FLORIDA, AND MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR FINDINGS OF FACT AND CONCLUSIONS OF LAW; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Facility Service Corporation, as Trustee of the 1803 5th Street Land Trust dated June 6, 2021, (the "Property Owner") owns the property located at 1803 5th Street West, Bradenton, FL, 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 Commercial Corridor; and

WHEREAS, the City of Bradenton Official Zoning Map classifies the Property under the Urban Commercial Corridor (UCC) zoning district; and

WHEREAS, the City of Bradenton Land Use Regulations, Schedule 3.2.1.2, identifies uses in the UCC zoning district; and

WHEREAS, the City of Bradenton Land Use Regulations, Schedule 3.2.1.2, identifies Group Care Facilities as a Special Use in UCC zoning district; and

WHEREAS, the Property Owners submitted an application for a Special Use Permit to operate a Group Care Facility; and

WHEREAS, the Planning Commission held a noticed public hearing on September 15, 2021, at which the Board received testimony and evidence from the applicant and City Planning staff; and

WHEREAS, the City Council held a noticed public hearing on October 13, 2021 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 Owners are requesting approval of a Special Use Permit to operate a Group Care Facility on the Property, as shown on the Site Plan attached hereto as Exhibit "B".

c. The City's professional staff determined that the project as proposed is consistent with the Comprehensive Plan and meets the criteria for approval under the Land Use Regulations.

d. The City's professional staff recommended approval.

e. The Planning Commission, which is designated as the local planning agency, determined that the project as proposed is consistent with the Comprehensive Plan and meets the criteria for approval under the Land Use Regulations.

f. The Planning Commission recommended approval.

The proposed use meets Section 3.3.2 of the Land Use Regulations, as further described below.

a. The tract of land is suitable for the type of use proposed by virtue of its location, topography, shape and the nature of surrounding development.
b. Access points are located so as to best suit the use and property.
c. All buildings are located an adequate distance from property lines and streets, including a reduction of the required 10-foot landscape buffer on the north perimeter to maintain access to an existing dumpster location.
d. Sufficient screening is provided to protect surrounding properties from view of the premises or noises from the use.
e. Adequate 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, are provided.
f. Off-street parking and loading areas are appropriately located and designed to address "e" above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.
g. Refuse and service areas are appropriately located and designed to address availability, adequacy and effect upon surrounding properties.
h. Utilities are available and adequate to serve the property in a similar manner to surrounding properties.
i. Any nuisance or hazardous feature of the use is adequately screened, buffered or separated.
j. Proposed signage and exterior lighting adequately address glare, traffic safety and compatibility and harmony with surrounding properties.
k. The proposed use does not hinder the development of nearby vacant properties or adversely affect their economic value.
l. The land and/or building which are to be used are adequate.
m. The use is generally compatible with adjacent properties and other property in the district, including proposed hours of operation.
n. The proposed use will not adversely affect the environmental quality of the district.
o. The proposed use is consistent with the City's Comprehensive Plan.

Section 2. Order. Based upon the foregoing, a Special Use Permit is hereby approved and issued for the Property, to allow a Group Care Facility, as shown on the Site Plan attached hereto as Exhibit "B", with the following stipulations:

1. Maintain a non-climb security fence of 10 feet in height. If gated entrance is provided, then the gate must include a method of access to EMS/PD/Fire.

2. Maximum occupancy of the facility will be subject to applicable limitations of the Land Use Regulations, Florida Fire Code and Florida Building Code.

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 Order 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 Special Use Permit which shall remain in full force and effect.

Section 5. Effective Date. This Order shall be effective upon adoption.

ORDERED ON BEHALF OF THE CITY OF BRADENTON this 13th day of October, 2021.

THE CITY OF BRADENTON, BY AND THROUGH THE CITY COUNCIL OF THE CITY OF BRADENTON

ATTEST:

Tamara Melton	Gene Brown
CITY CLERK	MAYOR

EXHIBIT A

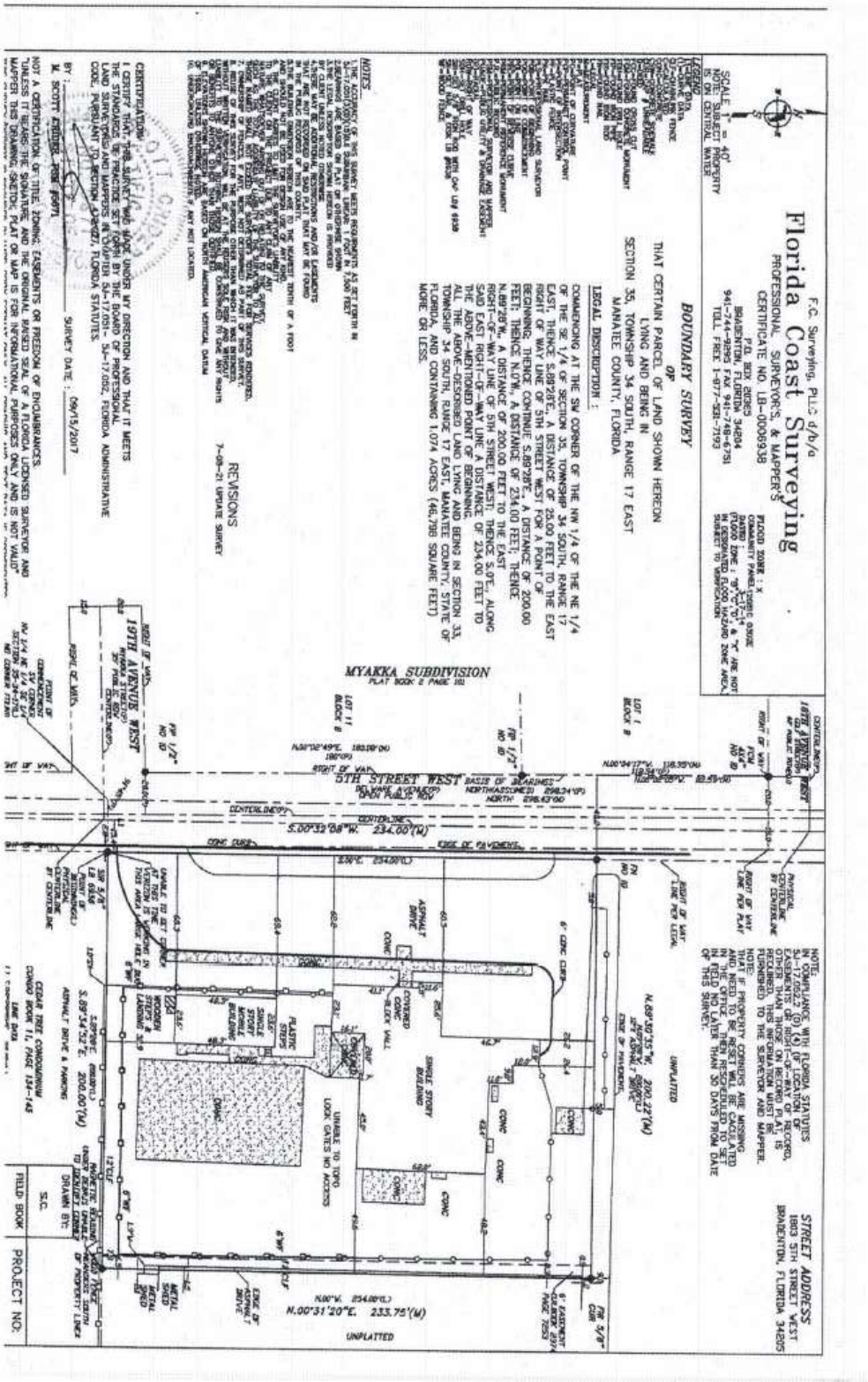
Legal Description for Special Use Permit No. SU.21.2109
Use: Group Care Facility
Applicant: Facility Service Corporation and 1803 5th Street Land Trust
Address: 1803 5th Street West, Bradenton, FL

Legal Description

Commencing at the SW corner of the NW 1/4 of the NE 1/4 of the SE 1/4 of Section 35, Township 34S, Range 17E, thence S. 89°28' East, a distance of 25.00 feet to the East right-of-way line of 5th Street West for a point of beginning; thence continue S. 89°28' East, a distance of 200.00 feet; thence N. 0° West, a distance of 234.00 feet; thence N. 89°28' West, a distance of 200 feet to the East right-of-way line of 5th Street West; thence S. 0° East along said right-of-way line a distance of 234.00 feet to the above-mentioned point of beginning.
All the above-described land lying and being in Section 35, Township 34 South, Range 17 East, Manatee County, Florida.

Parcel Identification No.: 4493800209
a/k/a 1803 5th Street West, Bradenton, FL 34205

EXHIBIT B


F.C. Surveying, PLLC d/b/a
Florida Coast Surveying
PROFESSIONAL SURVEYORS & MAPPER'S
CERTIFICATE NO. LB-0009938
BRADENTON, FLORIDA 34204
941-744-9295 FAX 941-748-6751
TOLL FREE 1-877-581-7592
BOUNDARY SURVEY
OF
THAT CERTAIN PARCEL OF LAND SHOWN HEREON
LYING AND BEING IN
SECTION 35, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA
LEGAL DESCRIPTION :
COMMENCING AT THE SW CORNER OF THE NW 1/4 OF THE NE 1/4 OF THE SE 1/4 OF SECTION 35, TOWNSHIP 34 SOUTH, RANGE 17 EAST; THENCE S.89°28'E., A DISTANCE OF 25.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF 5TH STREET WEST FOR A POINT OF BEGINNING; THENCE CONTINUE S.89°28'E., A DISTANCE OF 200.00 FEET; THENCE N.00°31'W., A DISTANCE OF 234.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF 19TH AVENUE WEST; THENCE S.89°28'E., ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 234.00 FEET TO THE ABOVE-MENTIONED POINT OF BEGINNING. ALL THE ABOVE-DESCRIBED LAND LYING AND BEING IN SECTION 33, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, STATE OF FLORIDA, AND CONTAINING 1.074 ACRES (46,788 SQUARE FEET) MORE OR LESS.
NOTES:
CERTIFICATION:
I CERTIFY THAT THIS SURVEY WAS MADE UNDER MY DIRECTION AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS IN CHAPTER 5J-17.051-5J-17.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
SURVEY DATE : 09/15/2017
M. SCOTT ANDREW, PSM #6911
NOT A CERTIFICATION OF TITLE, ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES.
UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID"
REVISIONS
7-09-21 UPDATE SURVEY
MYAKKA SUBDIVISION
PLAT BOOK 2 PAGE 10
19TH AVENUE WEST
(MYAKKA STREET)
80' PUBLIC R/W
5TH STREET WEST
(MYAKKA AVENUE)
80' PUBLIC R/W
BASIS OF BEARINGS
NORTHEASTERLY R/W LINE
ASSUMED
N.89°28'00"W. 298.34'(M)
NORTH 298.34'(M)
S.00°32'08"W. 234.00'(M)
N.89°30'35"W. 200.22'(M)
S.89°34'52"E. 200.00'(M)
N.00°31'20"E. 233.75'(M)
UNPLATTED
LOT 11
BLOCK 8
LOT 1
BLOCK 8
FIP 1/2" NO ID
FIP 5/8" NO ID
FIR 5/8"
CONC. BLOCK WALL
CHAIN LINK FENCE
ASPHALT DRIVE
SINGLE STORY BUILDING
CONC
UNABLE TO TOPO LOCK GATES NO ACCESS
CEDAR TREE CONDOMINIUM
CONDO BOOK 11, PAGE 134-145
ASPHALT DRIVE & PARKING
METAL SHED
EDGE OF ASPHALT DRIVE
PROJECT NO:
FIELD BOOK
DRAWN BY:
S.C.
STREET ADDRESS
1803 5TH STREET WEST
BRADENTON, FLORIDA 34205

AGENDA ITEM NO. 7.d

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 22, 2023

SUBMITTED BY: Robin Singer, Planning & Community Development

ITEM TYPE: Special Use Permit

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: Special Use Permit SU.21.2802 - Modification of Findings of Fact and Conclusions of Law for the Chick-Fil-A located at 4311 Manatee Ave West, Bradenton, FL 34209, Parcel ID Number 3648700056.

SUGGESTED ACTION: Retain or modify Section 2 of the Final Order for Special Use Permit SU.21.2802.

Is this item Quasijudicial?
Yes

Does this item require a public hearing?
Yes

EXPLANATION:
This is a request by Caleb J. Grimes, Esquire from Grimes Hawkins Gladfelter and Galvano, P.L., agent for Chick-fil-A, to remove the approved stipulation referenced in Section 2. Order; *Changes in hours of operations of drive-through*; of the approved Findings of Fact and Conclusions of Law for Special Use Permit No. SU.21.2802.

As the Chick-Fil-A at 4311 Manatee Avenue West nears completion of construction, the owners are requesting a modification to the approved stipulations which would allow the City to change the hours of operation of the drive-through "in the event City staff determines that the project's actual traffic impacts create safety or operational conflicts with the existing elementary school." The stipulations were recommended based on the City's experience with operations at other restaurants that caused vehicles in line for the drive-through to back up into the right-of-way and cause interference with traffic. In those instances the approvals did not anticipate these impacts and give staff the ability

to make changes.

City Council approved six other stipulations with this petition which also give some authority to impact on site operations. It was not the intent of staff to imply that the drive-through would be completely closed but that a temporary closure would be a remedy. It could be argued that closing the drive-through and forcing customers to park may also have an impact on traffic in the right-of-way. As such, closing the drive-through, even temporarily, would be a last resort.

Staff recommends that if City Council chooses to remove Stipulation d, that they instead consider a stipulation to allow staff to bring the petition back to City Council should the other remedies not improve traffic circulation.

FINANCIAL IMPACT:
No financial impact

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to remove stipulation Section 2. Order; *Changes in hours of operations of drive-through*; of the approved Findings of Fact and Conclusions of Law for Special Use Permit No. SU.21.2802 and add the following: "*Should the measures not remedy the traffic impacts, the PCD Director may require City Council review of recommended changes to allow the continuation of the drive-through operation*."

ATTACHMENTS:
Modification Request for SU.21.2802
Special Use Permit No. SU.21.2802

GRIMES GALVANO
Grimes Hawkins Gladfelter & Galvano, P.L.
Attorneys at Law | Est. 1922

Caleb J. Grimes
Jack Hawkins
Leslie Horton Gladfelter
Bill Galvano
Derin Parks
Kyle W. Grimes
Neil G. Taylor
Stephen R. Josephik

Of Counsel
Mitchell O. Palmer

February 9, 2023

V***ia E-mail:*** ***Robin.Singer@BradentonFL.gov***
City of Bradenton
Planning and Community Development
Attention: Robin Singer, Director
101 Old Main Street West
Bradenton, Florida 34205

RE: Special Use Permit No. SU.21.2802; Chick-fil-A, Inc.

Dear Ms. Singer:

Pursuant to my conversation with the City of Bradenton Administrator, Rob Perry, we respectfully request that you process our request to remove the stipulation referenced in *Section 2. Order; d. Changes in hours of operation of drive-through;* of Special Use Permit No. SU.21.2802. This provision creates the potential for a great problem for Chick-fil-A. The site has been prepared in a manner to hopefully avoid any such issue, but in the unlikely event of such an issue, Chick-fil-A will work with the City to resolve. It is in Chick-fil-A's interest to resolve traffic issues as much, if not more than the City's. But more importantly, closing for any time periods would create a serious hardship on employees, especially the young workers who rely on the consistent working hours that the drive-through operations provide.

Chick-fil-A looks forward to a mutually advantageous relationship with the City of Bradenton.

Sincerely,

GRIMES HAWKINS GLADFELTER
& GALVANO, P.L.

Caleb J. Grimes, Esquire

cc E-mail: Rob Perry, City of Bradenton Administrator
Christophe St. Luce, City of Bradenton Assistant Administrator
Jenn Santelli, Development & Construction, Chick-fil-A, Inc.

SPECIAL USE PERMIT NO. SU.21.2802

FINAL ORDER OF THE CITY COUNCIL FOR THE CITY OF BRADENTON GRANTING SPECIAL USE PERMIT NO. SU.21.2802 TO OPERATE A DRIVE-THROUGH RESTAURANT WITH OVER 20 SEATS IN THE SUBURBAN COMMERCIAL CORRIDOR ZONING DISTRICT , FOR A +/- 2.08-ACRE PARCEL LOCATED AT 4311 MANATEE AVE WEST, BRADENTON, FLORIDA, AND MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR FINDINGS OF FACT AND CONCLUSIONS OF LAW; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, JBCC Manatee, LLC (the "Property Owner"), owns the property located at 4311 Manatee Avenue West, Bradenton, FL, 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 Suburban Commercial Corridor (SCC); and

WHEREAS, the City of Bradenton Official Zoning Map classifies the Property under the Suburban Commercial Corridor (SCC) zoning district; and

WHEREAS, the City of Bradenton Land Use Regulations, Schedule 3.2.1.2, identifies uses in the SCC zoning district; and

WHEREAS, the City of Bradenton Land Use Regulations, Schedule 3.2.1.2, identifies Restaurants with Over 20 Seats as a Special Use in SCC zoning district; and

WHEREAS, the Property Owner submitted an application for a Special Use Permit to operate a Restaurant with Over 20 Seats; and

WHEREAS, the Planning Commission held a noticed public hearing on September 15, 2021, at which the Board received testimony and evidence from the applicant and City Planning staff; and

WHEREAS, the City Council held a noticed public hearing on October 13, 2021 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 develop the Property for the purposes of a Restaurant with Over 20 Seats, as shown on the Site Plan attached hereto as Exhibit "B".

c. The City's professional staff determined that the project as proposed is consistent with the Comprehensive Plan and meets the criteria for approval under the Land Use Regulations.

d. The City's professional staff recommended approval with the following stipulation a stipulation to address potential future traffic operational and safety conflicts.

e. The Planning Commission, which is designated as the local planning agency, determined that the project as proposed is consistent with the Comprehensive Plan and meets the criteria for approval under the Land Use Regulations.

f. The Planning Commission recommended approval with the staff recommended stipulation.

The proposed use, with applicable stipulations, meets Section 3.3.2 of the Land Use Regulations, as further described below.

a. The tract of land is suitable for the type of use proposed by virtue of its location, topography, shape and the nature of surrounding development.
b. Access points are located so as to best suit the use and property.
c. All buildings are located an adequate distance from property lines and streets, including a reduction of the required 10-foot landscape buffer on the east perimeter .to recognize the encroachment of existing parking.
d. Sufficient screening is provided to protect surrounding properties from view of the premises or noises from the use.
e. Adequate 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, are provided.
f. Off-street parking and loading areas are appropriately located and designed to address "e" above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.
g. Refuse and service areas are appropriately located and designed to address availability, adequacy and effect upon surrounding properties.
h. Utilities are available and adequate to serve the property in a similar manner to surrounding properties.
i. Any nuisance or hazardous feature of the use is adequately screened, buffered or separated.
j. Proposed signage and exterior lighting adequately address glare, traffic safety and compatibility and harmony with surrounding properties.
k. The proposed use does not hinder the development of nearby vacant properties or adversely affect their economic value.
l. The land and/or building which are to be used are adequate.

m. The use is generally compatible with adjacent properties and other property in the district, including proposed hours of operation.
n. The proposed use will not adversely affect the environmental quality of the district.
o. The proposed use is consistent with the City's Comprehensive Plan.

Section 2. Order. Based upon the foregoing, a Special Use Permit is hereby approved and issued for the Property, to allow a Restaurant with Over 20 Seats, as shown on the Site Plan attached hereto as Exhibit "B", with the following stipulation:

In the event City staff determines that the project's actual traffic impacts create safety or operational conflicts with the existing elementary school, then City staff may require the Property Owner to implement additional or modified traffic control measures as may be necessary to address the condition. Such measures may include but are not limited to the following:

a. Change of circulation patterns in the parking lot;
b. Use of parking lot for drive-through circulation during peak hours;
c. Additional directional markings and signage;
d. Changes in hours of operation of drive-through;
e. Hiring of increased Police presence for traffic control;
f. Possible right-turn only exit from 43rd Street West access point; and,
g. Any other traffic control devices or practices as required by City staff.

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 Order 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 Special Use Permit which shall remain in full force and effect.

Section 5. Effective Date. This Order shall be effective upon adoption.

ORDERED ON BEHALF OF THE CITY OF BRADENTON this 13th day of October, 2021.

THE CITY OF BRADENTON, BY AND THROUGH THE CITY COUNCIL OF THE CITY OF BRADENTON

ATTEST:

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

NOTE: Anyone wishing to view supporting documents for agenda items, please contact Tamara Melton, Deputy Clerk: 941-932-9463 or Cityclerk@cityofbradenton.com.

City of Bradenton, Florida

City Council Agenda Memorandum

Agenda Item:

Agenda Date:

Originated by:

Myra Schwarz,Development Services and Zoning Manager

Authorized by:

Robin Singer, PCD Director

Proclamation
Presentation
Consent
Business/Advertising/Hearings
Unfinished Business
New Business
Business by Appt.
CRA Business

☑ This item is Quasi-Judicial

☑ This item requires a public hearing

Explanation:

Case Number SU.21.2802 Ward 2 Neighborhood: 4.05
Request by Bohler Engineering, LLC, agent, for JBCC Manatee, LLC, owner, for a Special Use Permit to operate a Restaurant with Over 20 Seats in the SCC, Suburban Commercial Corridor, zoning district. The property is located at 4311 Manatee Ave West, Bradenton, FL 34205, Parcel ID Number 3648700056.

This request was heard by the City of Bradenton Planning Commission on September 15, 2021; a recommendation to approve as recommended by Staff was unanimous.

Financial Impact:

n/a

Attorney Review/Recommendation:

Requested action to be taken by Council:

Approve SU.21.2802 as recommended

Recommended Motion:

Motion to Approve SU.21.2802 as recommended

Attachments:

Staff report, Site Plan, Findings of Fact, Application SU.21.2802

City of Bradenton, Florida

City Council Agenda Memorandum

Agenda Item:

Agenda Date:

Explanation Continued:

n/a

STAFF REPORT City Council October 13, 2021

SUBJECT:	Special Use Application SU.21.2802
LOCATION:	4311 Manatee Ave West
APPLICANT:	Bohler Engineering, LLC, agent for JBCC Manatee, LLC, owner
REQUEST:	Special Use Permit to operate a Drive-through Restaurant with over 20 seats in the SCC, Suburban Commercial Corridor, Zoning District.
RECOMMENDATION:	Approval

Summary of Request

The applicant is seeking approval of a Special Use Permit for a property located at 4311 Manatee Avenue West, also identified as Parcel Number 3648700056. The subject property is zoned SCC, Suburban Commercial Corridor, and lies within the SCC, Suburban Commercial Corridor, Future Land Use category.

Schedule 3.2.1.2 Permitted and Special Uses/ Mixed-use and Non-residential Land Use Atlas Districts requires a special use permit for a Restaurant with over 20 seats, while a Drive-through Restaurant is a permitted use in SCC.

The subject property contains a bank, former site of the Bank of America. The applicant proposes to expand the use to operate a Drive-through restaurant of more than 20 seats. A restaurant with more than 20 seats requires a special use permit in SCC zoning. The proposed site plan is included as Exhibit 4.

The subject property is a corner lot situated in the South-West quadrant of the intersection at the Manatee Ave and 43rd street. The subject property has three street frontages- with Primary frontage on Manatee Ave, secondary on 43rd Street W and tertiary on the 44th Street West, respectively. The site is along a transitional corridor which supports varying uses at low to moderate intensities, and possesses a number of older structures which have been converted from the original residential use to commercial or office uses. City zoning along this corridor is the Suburban Commercial Corridor (SCC) district, which supports uses corresponding with suburban arterial roadways such as gas stations, car washes, and drive-through restaurants, mini-storage, retail,

office, automotive sales, automotive repair, and service hotel, motel, restaurants, and social services. The secondary front of the subject property faces the Jessie P. Miller Elementary School. The proposed use is consistent with the development pattern of this corridor within the city and is permissible under the SCC district by Special Use Permit.

Figure 1: Aerial Image



Compliance Overview with Land Use Regulations

Land uses requiring Special Use Permits are those which have the potential of disturbing other land uses in the zoning district. Because they are not necessarily compatible with land uses in the zone in which they are allowed, they require discretionary review. Special uses are permitted only if the use will be compatible with surrounding uses or can be made compatible through limitations of their operation or enhancements of the site development design. The Special use Permit makes the stipulations of approval mandatory. The Special use Permit is valid for the property on which it is issued for as long as the conditions are met, unless the approval stipulates otherwise.

The following is a list of required Land Use Regulations subject to review for Special Use Permits:

GENERAL STANDARDS

L.U.R. 3.3.1. All Special Uses shall comply at minimum with the following standards. Additional requirements may be made by City Council to ensure compatibility of uses.

L.U.R. 3.3.1.1. All Special Uses shall be subject to the general standards of these Land Use Regulations for single lot development, structures, lots, yards and vehicular use areas as well as the specific dimensional regulations for lots and structures for the zoning district in which the Special Use is proposed.

L.U.R. 3.3.1.2. A landscaped separation strip of at least ten feet in width shall be provided along all property lines and along and all streets serving the premises, except at approved access points.

L.U.R. 3.3.1.3 If the use is listed as a specific use in Section 4.3.b. the standards of that section must be met.

Staff Response: The project exceeds the requirements of L.U.R. 4.1.4.3 for a minimum 9-foot wide drive lanes, having drive lanes that are a minimum of ten (10) feet. The lanes accommodate up to 52 stacked vehicles, exceeding the minimum requirement to accommodate five (5) vehicles.

REVIEW CRITERIA

L.U.R. 3.3.2. All Special Uses shall comply with and be reviewed using the following criteria to determine whether to allow the use at the proposed location and to determine appropriate conditions to the use.

L.U.R. 3.3.2.1. The tract of land must be suitable for the type of use proposed by virtue of its location, topography, shape and the nature of surrounding development.

L.U.R. 3.3.2.2. Access points must be located so as to best suit the use and property. Wide spacing between access points and intersecting streets should be required when feasible.

L.U.R. 3.3.2.3. All buildings shall be located an adequate distance from property lines and streets. Setbacks in excess of those required for the specific zone may be required to lessen the effect of the use on neighboring properties.

L.U.R. 3.3.2.4. Permanent screening, such as walls, fences, hedges, and other barriers, may be required to protect surrounding properties from view of the premises or noises from the use. The minimum height and other parameters of such screening may be specified.

Staff Response: *The subject property is suitable for the proposed use and meets the above General Standards and Review Criteria. It provides adequate land area for the building and associated improvement; the proposed building falls well within the SCC Floor Area Ratio allowance of 0.5.*

Access proposed for the site improves on the existing configuration by moving the access points further away from the street intersections. However, the access provided on the 43rd Street is a concern because of its proximity to the School Zone.

During the DRC meeting, the police department raised traffic concerns for traffic entering from and exiting to 43rd St W, especially during school pick-up and drop-off times. They also mentioned that the School District utilizes traffic control officers during school times for traffic exiting school, to mitigate the existing traffic congestion. The same concern is also resonated within the letter from the school. Staff suggests a stipulation that the applicant will continue to work with City of Bradenton and Police to ensure that any

traffic conflicts at school pick-up and drop-off times be resolved.

L.U.R. 3.3.2.5. The following shall be considered and cited as reasons for approval or denial of the application:

a) Adequacy of ingress and egress to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access.

Staff Response: *The two existing access points closest to intersections with Manatee Avenue will be closed. The remaining two access points will have in- and out-access to 43rd Street West and to 44th Street West. There is an increase of 202 new daily trip ends from the existing drive-through bank use, neglecting passerby capture, according to traffic study estimates based upon the Institute of Transportation Engineer's (ITE) Trip Generation 10th Edition, 2017, as illustrated below:*

Table 1. Estimated Daily Project Traffic

Land Use	ITE LUC	Size	Daily Trip Ends (1)	Passerby Capture (2)	New Daily Trip Ends
Proposed					
Fast Food Restaurant	934	4,995 SF	2,355	1,154	1,201
Existing					
Drive-in Bank	912	15,573 SF	1,407	408	999
		Difference	948	746	202

During the AM peak hour (7:30 to 8:30 A.M.) , the project will attract approximately 103 new trip ends. New PM peak hour (4:00 to 6:00 P.M.) trips are estimated to number 81.

The pick-up and drop-off times of the Jessie P. Miller Elementary School are around the 8:25 A.M. to 3:15 P.M.

school day, so the afternoon school pick-up time is outside of restaurant PM peak hours.

Public sidewalks exist along Manatee Avenue West and 43rd Street West, and a new public sidewalk will be added along 44th Street West. Interior sidewalks and a crosswalk will be added to provide safe pedestrian access to the building from the parking area.

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: Auto-motive oriented businesses do in some way or other contribute to the smoke, noise, glare, dust, vibrations, fumes or pollutions for the adjoining properties, and are expected and mitigated with uses within the Suburban Commercial Corridor. Parking areas are consolidated to the middle of the site, maximizing the distance of the drive-through lanes from adjacent properties to the south. Glare is minimized by landscape screening within the required landscape buffer.

c) Location and design of refuse and service areas in regard to availability, adequacy and effect upon surrounding properties.

Staff Response: The dumpster pad is proposed at the rear of the building. Any refuse facility including the dumpster location is required to comply with all City requirements and is subject to approval of Public Works during the Site Improvement Permit (SIP) development review process.

d) Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.

Staff Response: *The proposed project will utilize existing access to the City's potable water and sanitary sewer.*

e) Screening, buffering or separation of any nuisance or hazardous feature of the use.

Staff Response: *The proposed use does not introduce any new nuisances or hazards and is generally compatible with surrounding uses. There is a minimum 10' perimeter buffer maintained as required by the general standards for a special use permit. Order menu boards are located at a maximum distance from adjacent property owners to prevent noise nuisance.*

f) Proposed sign and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.

Staff Response: *Any lighting or signage shall be in accordance with the City of Bradenton's requirements. Plan review during the Site Improvement Permit process will ensure compliance with applicable standards.*

g) Effect upon the value of surrounding properties; the use shall not hinder the development nearby vacant properties or adversely affect their economic value.

Staff Response: *The proposed project is a compatible use within the Suburban Commercial Corridor and will not adversely affect the economic value of surrounding properties.*

h) Adequacy of land and/or building which are to be used.

Staff Response: *The proposed project is a re-use of similar drive-through use, on an existing site which is adequate to support it. The site accommodates the proposed building and related improvements while meeting City standards for site design.*

i) General compatibility or appropriateness with adjacent properties and other property in the district with special consideration given to the proposed hours of operation.

Staff Response: *The proposed project is consistent with other commercial development in the area and is an appropriate addition to the Suburban Commercial Corridor. Hours of operation are to be consistent with those of lunch and dinner dining.*

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: *There will be no negative impacts to the existing environmental quality of the district as a result of the proposed project.*

k) Consistency with the City's Comprehensive Plan.

Staff Response: *The proposed use is consistent with the site's underlying Future Land Use designation of Suburban Commercial Corridor, which supports uses corresponding with suburban arterial roadways such as gas stations, car washes, and drive-through restaurants, mini-storage, retail, office, automotive sales, automotive repair, and service hotel, motel, restaurants, and social services.*

Staff Recommendation:

The City Council is encouraged to evaluate the request based on the provided criteria, as well as input from Staff, the applicant and the public. However, Staff finds this request *does* meet all of the criteria necessary to the review for establishing for a Special Use permit and therefore recommends ***approval*** of the request SU.21.2802 with the following stipulation to address potential future traffic operational and safety conflicts:

In the event that the City finds that traffic conflicts arise between the pick-up and drop-off for school activities and restaurant/drive-through operations, then the applicant and their successors shall work with the City of Bradenton and with Bradenton Police Department to find solutions. Possible solutions shall include but are not limited to the following:

Change of circulation patterns in the parking lot;

Use of parking lot for drive-through circulation during peak hours;

Additional directional markings and signage;

Changes in hours of operation of drive-through;

Hiring of increased Police presence for traffic control;

Possible right-turn only exit from 43rd Street West access point;

and any other traffic control devices or practices as required by City Officials, Staff or Police.

Planning Commission met in public hearing on September 15, 2021, and voted 4-2 to recommend ***approval*** of SU.21.2801.

Subsequently, the language of the stipulation has been changed for clarity, and Staff recommends the language of the stipulation as noted below:

In the event City staff determines that the project's actual traffic impacts create safety or operational conflicts with the existing elementary school, then City staff may require the Property Owner to implement additional or modified traffic control measures as may be necessary to address the condition. Such measures may include but are not limited to the following:

a. Change of circulation patterns in the parking lot;
b. Use of parking lot for drive-through circulation during peak hours;
c. Additional directional markings and signage;
d. Changes in hours of operation of drive-through;
e. Hiring of increased Police presence for traffic control;
f. Possible right-turn only exit from 43rd Street West access point; and,

g. Any other traffic control devices or practices as required by City staff.

Respectfully submitted,



Development Services and Zoning Manager
City of Bradenton

Exhibits

Exhibit 1: Location Map

Exhibit 2: Future Land Use Map

Exhibit 3: Zoning Map

Exhibit 4: Site Plan

RECEIVED
By Rashanne M. Mokren at 11:32 am, Jun 21, 2021

Special Use Application

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400
www.cityofbradenton.com

bradenton
The Friendly City

CONTACT INFORMATION (REQUIRED)

Name of Property Owner: JBCC Manatee Ave, LLC

Owner Address: 50 Central Ave, Ste 980, Sarasota, FL Telephone:

Name of Agent: Bohler Engineering FL, LLC

Agent Address: 3820 Northdale Blvd, Suite 300B, Tampa, FL Telephone: 813-812-4100

Owner/Agent Email: fl-permits@bohlereng.com

PROPERTY INFORMATION (REQUIRED)

Property Address: 4311 Manatee Ave W

Parcel ID: 3648700056 Acreage: 2.10

Zoning District: SCC
*click to view Zoning map

Future Land Use:
*click to view FLU map

Ward #:
*click to view Ward map

Neighborhood #: 4.05
*click to view Neighborhoods map

DESCRIPTION (REQUIRED)

Indicate Type of Special Use Request:
Special Use Special Use-Amendment

Provide a brief description of the propose land use activity: Redevelopment of the existing financial building into a quick serve restaurant with drive thru

MATERIALS FOR REVIEW (REQUIRED)

- **Special Use**
  - ° Special Use Application Fee: **$1,820**
  - ° Notarized Agent Authorization Form, if applicable
  - ° Letter of Request
  - ° Review Criteria (see page 2 for Special Use Review Criteria)
- ► ° Site Plan
  - ° Property Survey signed & sealed within the last 3 years
  - ° One (1) electronic copy in pdf format of Application and all required support materials
- **Special Use Permit - Amendment**
  - ° Special Use Amendment Application Fee: **$1,820**
  - ° Notarized Agent Authorization Form, if applicable
  - ° Letter of Request
  - ° Ten (10) copies of Site Plan to scale (see page 2 for Special Use Amendment Site Plan requirements)
  - ° Property Survey signed & sealed within the last 3 years
  - ° One (1) electronic copy in pdf format of Application and all required support materials

CITY STAFF ONLY

Application Fees:
Fee Required: **$1,820** (Special Use)
$1,820 (Special Use-Amendment)

FEE COLLECTED: $

RECEIPT #:

Application Sufficiency:
Sufficient:☐
Incomplete:☐

APPLICATION #: 212802

CITY COUNCIL:

PLANNING COMMISSION:

DRC:

REVIEW DATES – TO BE COMPLETED BY CITY STAFF

Special Use Application

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400
www.cityofbradenton.com

REVIEW CRITERIA

SPECIAL USE and SPECIAL USE-AMENDMENT REVIEW CRITERIA:

Special Use and Special Use-Amendments shall comply with and be reviewed using the Special Use criteria found in Section 3.3 of the Land Use Regulations to determine whether to allow the use at the proposed location and to determine appropriate conditions to the use.

Prepare detailed written responses, using factual statements (called Findings of Fact) to explain how the requested Special Use complies with each of the following review criteria:

1. *Adequacy of ingress and egress to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access.*
2. *Location and design of off-street parking and loading areas in regard to the items in "1" above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.*
3. *Location and design of refuse and service areas in regard to availability, adequacy and effect upon surrounding properties.*
4. *Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.*
5. *Screening, buffering or separation of any nuisance or hazardous feature of the use.*
6. *Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.*
7. *Effect upon the value of surrounding properties; the use shall not hinder the development of nearby vacant properties or adversely affect their economic values.*
8. *Adequacy of land and/or building which are to be used.*
9. *General compatibility or appropriateness with adjacent properties and other property in the district with special consideration given to proposed hours of operation.*
10. *Environmental quality of the district in which the use is proposed and the effect the Special Use Permit might have on such quality.*
11. *Consistency with the City of Bradenton Comprehensive Plan.*

SITE PLAN REQUIRMENTS

SPECIAL USE and SPECIAL USE AMENDMENT SITE PLAN REQUIRMENTS:

Please prepare an accurate, legible, scaled site plan containing the following information:

REQUIRED

A. *The dimensions of the lot, all existing and proposed buildings, setbacks, easements, driveways, landscaping and trees, and fences.*
B. *Parking design and availability*
C. *Traffic impacts*
D. *Location and design of trash collection areas,*
E. *Utilities on the site*
F. *Signs and exterior lighting*

Special Use Application

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400
www.cityofbradenton.com

SPECIAL USE PROCEDURES

SPECIAL USE REVIEW PROCEDURE:

Step 1: Pre-Application Meeting

Prior to submitting an application for a Special Use Permit, please schedule a pre-application meeting by contacting Karen Aihara at (941)932-9407. Cost for a Pre-Application meeting is $100.00. This amount is deducted from your application fee. Meetings are held the first and third Tuesday of each month by appointment only. At these meetings, the Development Review Committee (Fire, Public Works, Police, Building, Planning & Zoning), will review the proposed Special Use and offer constructive input. The Pre-Application meeting is required in order to file an application.

Step 2: Application Submittal

An official Special Use Permit application must be completely filled out and submitted to Planning and Community Development (PCD) by the second Thursday of the month, no later than 4:00 PM. Failure to meet this deadline will result in delay of application consideration.

Step 3: 1st Sign Posting

About two weeks before the Planning Commission meeting, the PCD Department will contact the owner or authorized agent (applicant) to pick up the required public notice sign from the PCD Department. The sign must be posted on the property 10 days before the meeting. The applicant is required to sign a notarized affidavit stating that the signs have been posted. The affidavit will be kept on file.

Step 4: Staff Review

The PCD Staff will review the application and create a Staff Evaluation and Analysis Report with a recommendation to the reviewing bodies. The PCD staff will then send to the applicant a copy of the agenda for the Planning Commission meeting as a reminder of the date and time.

Step 5: First Public Hearing (Planning Commission)

The Planning Commission will hold a public hearing of the request and will allow anyone interested to speak for or against the request. The Planning Commission is an appointed board which meets the third Wednesday of each month at 2:00 PM in City Council Chambers at City Hall, 101 Old Main Street. After reviewing the evidence presented, the Planning Commission will make a recommendation to the City Council for approval, approval with stipulations, or denial. Notice of the request will be placed in the Bradenton Herald 10 days prior to the Planning Commission meeting. People owning property within 300 feet of the subject property will also be notified by the City.

The PCD staff will then send a letter to the applicant confirming the recommendation of the Planning Commission to the City Council. Unless the Planning Commission has requested changes to the site plan or submission of additional information, nothing else is required except sign posting.

Step 6: 2nd Sign Posting

The second sign must be posted on the property 10 days before the City Council meeting. An affidavit is required for this sign, as well, and will be kept on file.

Step 7: Second Public Hearing and Final Determination

The City Council will hold a second public hearing of the request and will allow anyone interested to speak for or against the request. The City Council is an elected board, which considers Special Use Permits on the second and fourth Wednesdays of each month at 8:30 AM. Notice of the request will be placed in the Bradenton Herald 10 days prior to the City Council meeting. After reviewing the evidence presented, it will vote to approve, approve with stipulations, or deny the request. The decision of the City Council may be appealed to Circuit Court and must be done within 30 days of its decision.

Agent Authorization Form

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400
www.cityofbradenton.com

bradenton
The Friendly City

PLANNING & ZONING AGENT AUTHORIZATION FORM

Property Address: 4311 WManatee Ave W

I, Clint Conway - JBCC Manatee Ave, LLC, the registered property owner(s) of the above noted property, do hereby authorize

Gregory Roth, PE LEED AP — Print Name of Agent
Bohler Engineering FL, 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

50 Central Ave Suite 980 Sarasota FL 34236
Signature of Owner(s) — Owner(s) Address (if different than property above)

3820 Northdale Blvd, Suite 300B, Tampa, FL 33624/ 813-812-4100
Signature of Agent — Agent Address and Phone

STATE OF FLORIDA, MANATEE COUNTY

The Foregoing instrument was acknowledged before me this 16th day of Feb, 2021,

~~produced~~ personally known to me respectively, as

as identification and who did (did not) take an oath:

NOTARY — REQUIRED

Signature

Samantha Harlan, Notary Public
Print Name

SAMANTHA HARLAN
MY COMMISSION # GG140418
EXPIRES: September 04, 2021

State of Florida
My Commission Expires: 9/4/21

3820 Northdale Boulevard, Suite 300B
Tampa, FL 33624
o. 813.812.4100

June 18, 2021

Planning & Community Development Department
City of Bradenton
101 Old Main St.
Bradenton, FL 34205

Project Name: **CFA - Bradenton**
Application No.:

To Whom it May Concern,

This Special Use application and the associated documents included in this submittal are for review by the City of Bradenton Department of Planning & Community Development. This application seeks to propose the redevelopment of the existing bank site, located at 4311 Manatee Ave W, into a quick serve restaurant with drive thru services. Please see the responses to the Review Criteria prompts below.

TRAFFIC OPERATIONS:

1. *Adequacy of ingress and egress to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access.*

   RESPONSE: The proposed access points to the site are via 2 (two) existing 2-way driveways from 44th St W and 43rd St W. These points of connection were chosen to promote site maneuverability and provide the required separation from the Manatee Ave intersections. Additionally, the site includes painted markings and on-site directional signage to avoid traffic conflicts and promote efficient service. Additional measures on site were used to ensure pedestrian access and safety such as painted ADA markings, curb ramps, and sidewalk connections to the Manatee Ave and 43rd St. Right-of-way. Finally, emergency access to the site has been designed per City of Bradenton Standards.

2. *Location and design of off-street parking and loading areas in regard to the items in "1" above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.*

   RESPONSE: The location and design of the off-street parking facilities have been designed to adhere to the City of Bradenton Design standards. Parking areas have been consolidated to the middle of the site to provide drive thru lanes at a maximum allowable distance from the adjacent property owners to the south. Glare from on-site vehicles has been minimized by providing landscape screening and buffering around the site per City of Bradenton standards. Finally concerns regarding the smoke, dust, vibrations, fumes and pollution generation on site are minimal because we anticipate these rates to be low.

3. *Location and design of refuse and service areas in regard to availability, adequacy and effect upon surrounding properties.*

   RESPONSE: Refuse areas on site have been placed to the south of the proposed building location. With sufficient screening to the west to prevent view from adjacent property owners. The location also provides access for collection services to occur with only temporary impact on site maneuverability for vehicles.

4. *Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.*

   RESPONSE: Water, Sewer and Reclaim service at this site is provided by Manatee County Utilities. We received utility atlas maps during our due diligence of the site showing the existing mains and their approximate location. There is an existing 12" domestic water main along the western side of 43rd St, an existing sanitary cleanout onsite which connects to a public sanitary line within the 44th St Right-or-Way, and a reclaim line which runs adjacent to the water main along 43rd St. Connection to these Utilities are detailed on sheet PS-1.0 of this submittal. Above ground utility apparatus, such as the backflow preventer and the DDCVA, have been proposed on the southeast corner of the site.

5. *Screening, buffering or separation of any nuisance or hazardous feature of the use.*

   RESPONSE: Screening and buffering have been provided per the City of Bradenton Landscaping standards. The southern property line has screening to protect the adjacent property owners from disturbance during the operations of the drive thru facility. Order Menu Boards have been positioned to provide maximum separation between the adjacent property owners to prevent noise pollution.

6. *Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.*

   RESPONSE: Site signage has been detailed on the provided plans. Onsite signage includes directional signs to ensure site maneuverability. Exterior lighting is orientated toward the building and parking areas and will be designed to minimize off site impact while providing sufficient lighting onsite. Building signage and a detailed photometric plan shall be submitted under separate cover.

7. *Effect upon the value of surrounding properties; the use shall not hinder the development of nearby vacant properties or adversely affect their economic values.*

   RESPONSE: This project does not anticipate to adversely impact on the value of surrounding properties and does not hinder development of nearby vacant properties.

8. *Adequacy of land and/or building which are to be used.*

   RESPONSE: This project is proposing the demolition of the existing building, underground utilities, landscaping, and vehicular use areas on site. After demolition activities occur, earthwork will be done to install subbase and base in parking areas per the recommendation of the geotechnical engineer. All construction activities shall follow the City of Bradenton development Standards to ensure the land is adequate for development.

9. *General compatibility or appropriateness with adjacent properties and other property in the district with special consideration given to proposed hours of operation.*

   RESPONSE: Generally, the site agrees with other nearby property uses. Manatee Ave W has various restaurant establishments along its Right-of-Way. Additionally, this project is consistent with the compressive plan provided by the city of Bradenton. The hours of operation for the proposed drive thru facility are also similar to that of nearby businesses.

10. *Environmental quality of the district in which the use is proposed and the effect the Special Use Permit might have on such quality.*

    RESPONSE: The proposed restaurant will not adversely impact the environmental quality of the site. Environmental consideration shall be taken with regard to stormwater design and shall adhere to the standards of the Southwest Florida Water Management District and City of Bradenton.

11. *Consistency with the City of Bradenton Comprehensive Plan.*

    RESPONSE: This project is consistent with the City of Bradenton Comprehensive plan as the site is located within the Suburban Commercial Corridor where restaurant use is allowed.

We believe the above responses and corresponding plan changes have adequately satisfied the comments. Should you have any questions or would like to discuss the project at any time during your review, please contact us at (813) 812-4100.

Sincerely,

BOHLER

Kyle Morel, P.E.
Sr. Project Manager

cc: File

3820 Northdale Boulevard, Suite 300B
Tampa, FL 33624
o. 813.812.4100

August 20, 2021

City of Bradenton – Building Department
101 Old Main St. W.
Bradenton, FL 34205

Project Name: **Chick-Fil-A Drive through**
Application No.: **SU.21.2808**

To whom it may concern,

We have received your comments dated August 3, 2021 and have revised the construction plans accordingly. In addition, we have provided the following responses to your comments.

PLANNING DEPARTMENT:

1. *Traffic concerns must be addressed. Police suggests a right turn only, is this a viable solution? Will Manatee County approve proposed access on 43rd St West? Please research this and let Planning know (Myra Schwarz). Discuss with Police (Aaron Pilant) if needed.*

   Manatee

   RESPONSE: Coordination with ~~Marion~~ County is ongoing regarding the proposed access on 43rd street. A Traffic Impact Study and site plan has been submitted to the county, comments and recommendations are still forthcoming. Full access at 43rd st was conceptually approved by ~~Marion~~ county at pre submittal conference meeting. Final configuration and approval of access at 43rd st will be approved through site construction permit and ~~Marion~~ County Review.

   Manatee

2. *Sidewalk to be installed along 44th St West. Concerns for pedestrian safety for people walking from adjacent business and homes to the west and south. Revise plans to indicate sidewalk and change landscape accordingly.*

   RESPONSE: Sidewalk has been added to 44th st West. Please see the change on sheet C-2.0

3. *Tree removal and mitigation will be addressed with Landscape review during Site Improvement Permit review process.*

   RESPONSE: Your comment has been noted.

PUBLIC WORKS:

1. *The grease trap for the dumpster shall connect to the sanitary system rather than storm sewer.*

   RESPONSE: The sanitary configuration has been revised so that the drain from the dumpster is routed through the proposed grease trap and into the sanitary line. Please see the revision on sheet PS-1.0.

We believe the above responses and corresponding plan changes have adequately satisfied the comments. Should you have any questions or would like to discuss the project at any time during your review, please contact us at (813) 812-4100.

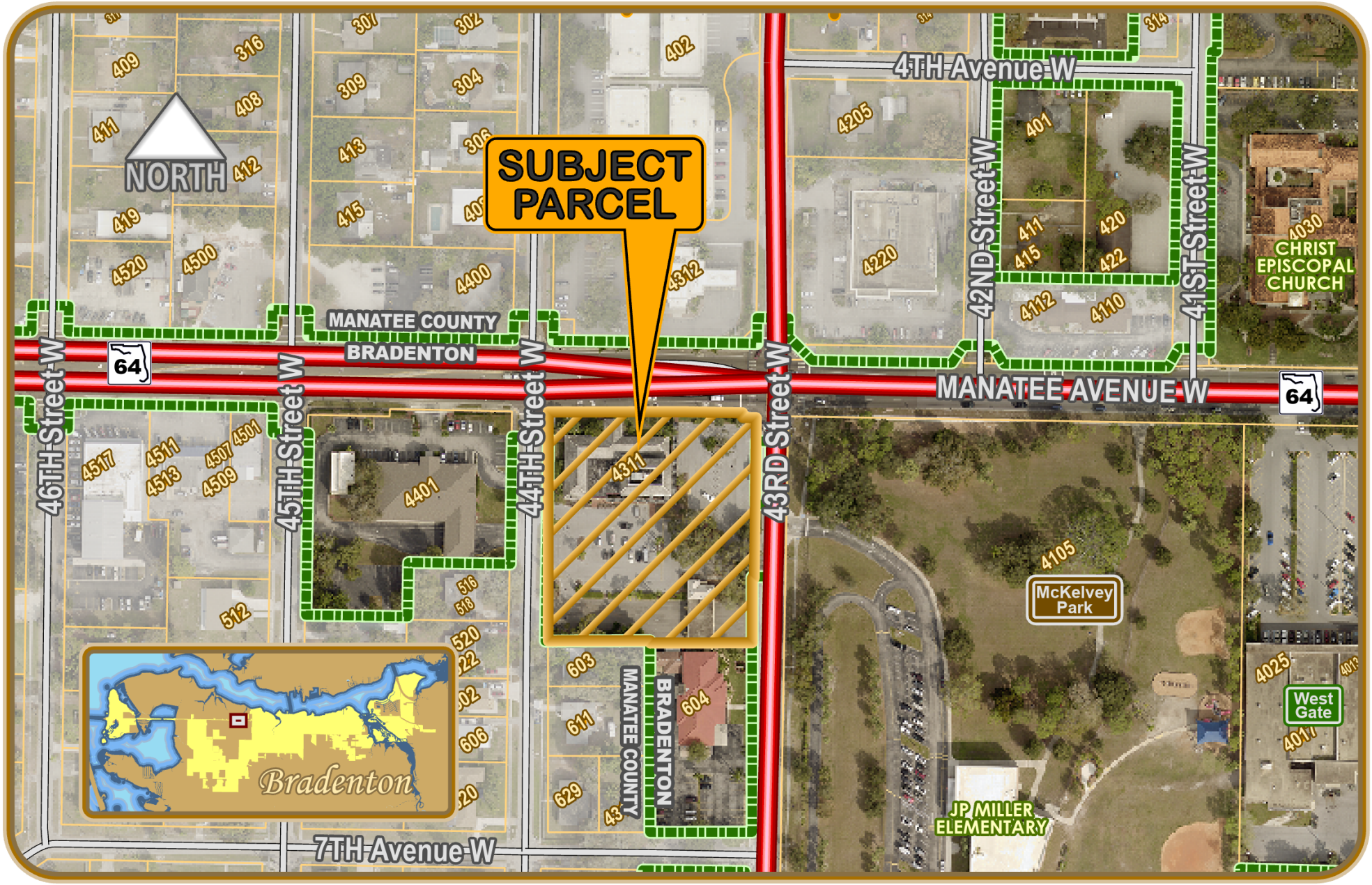
Sincerely,

BOHLER



Eric Samuelson, P.E.
Assistant Project Manager

cc: File



SU.21.2802 Chick-Fil-A

Agent: Bohler Engineering FL, LLC
Owner: JBCC Manatee Ave, LLC
4311 Manatee Avenue West
PID: 3648700056

Location

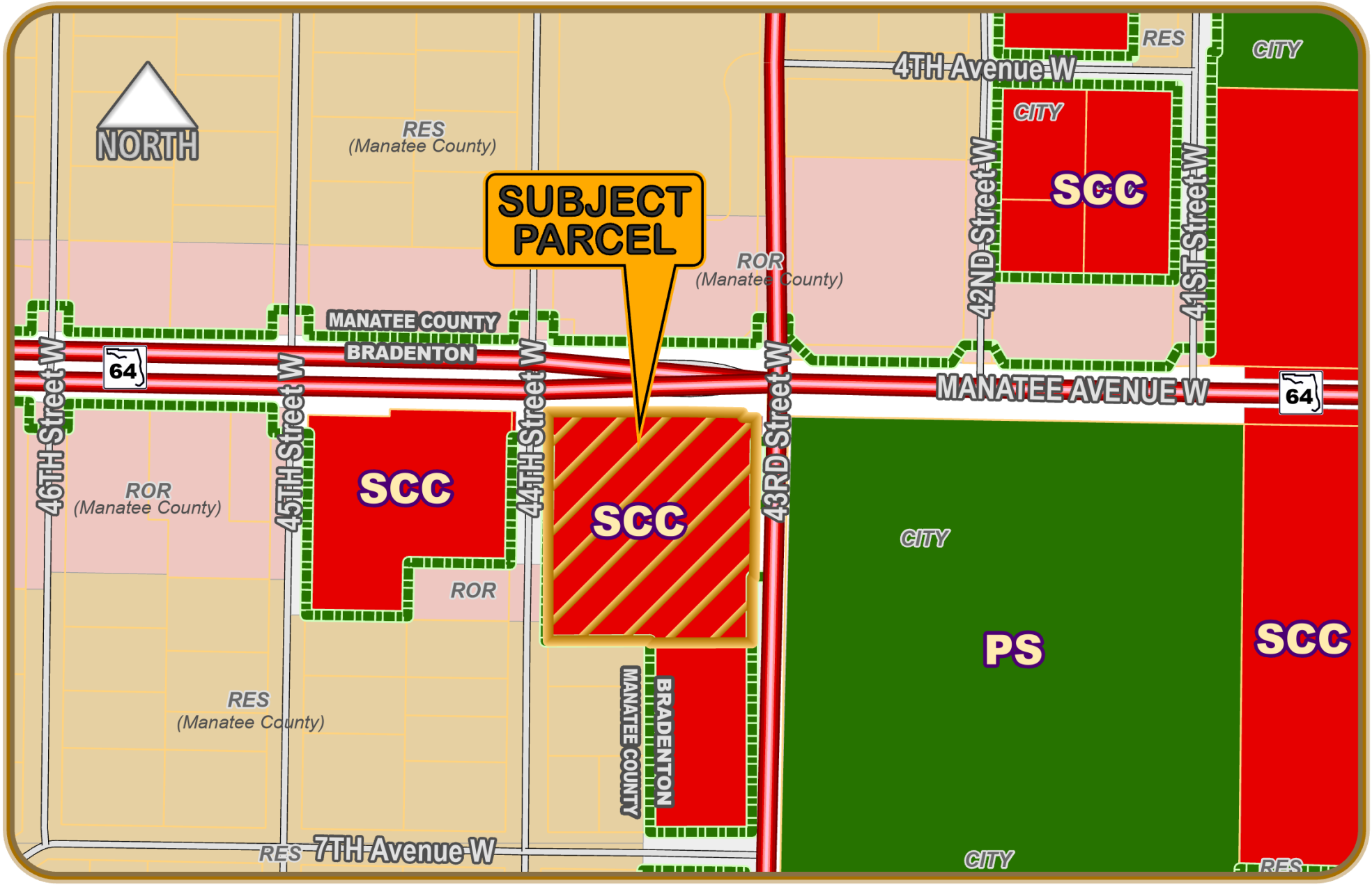
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Feet

City of Bradenton Department of Planning & Community Development

LEGEND

- Subject Parcel
- Other Parcels
- City of Bradenton

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SU.21.2802 Chick-Fil-A

Agent: Bohler Engineering FL, LLC
Owner: JBCC Manatee Ave, LLC
4311 Manatee Avenue West
PID: 3648700056

Future Land Use

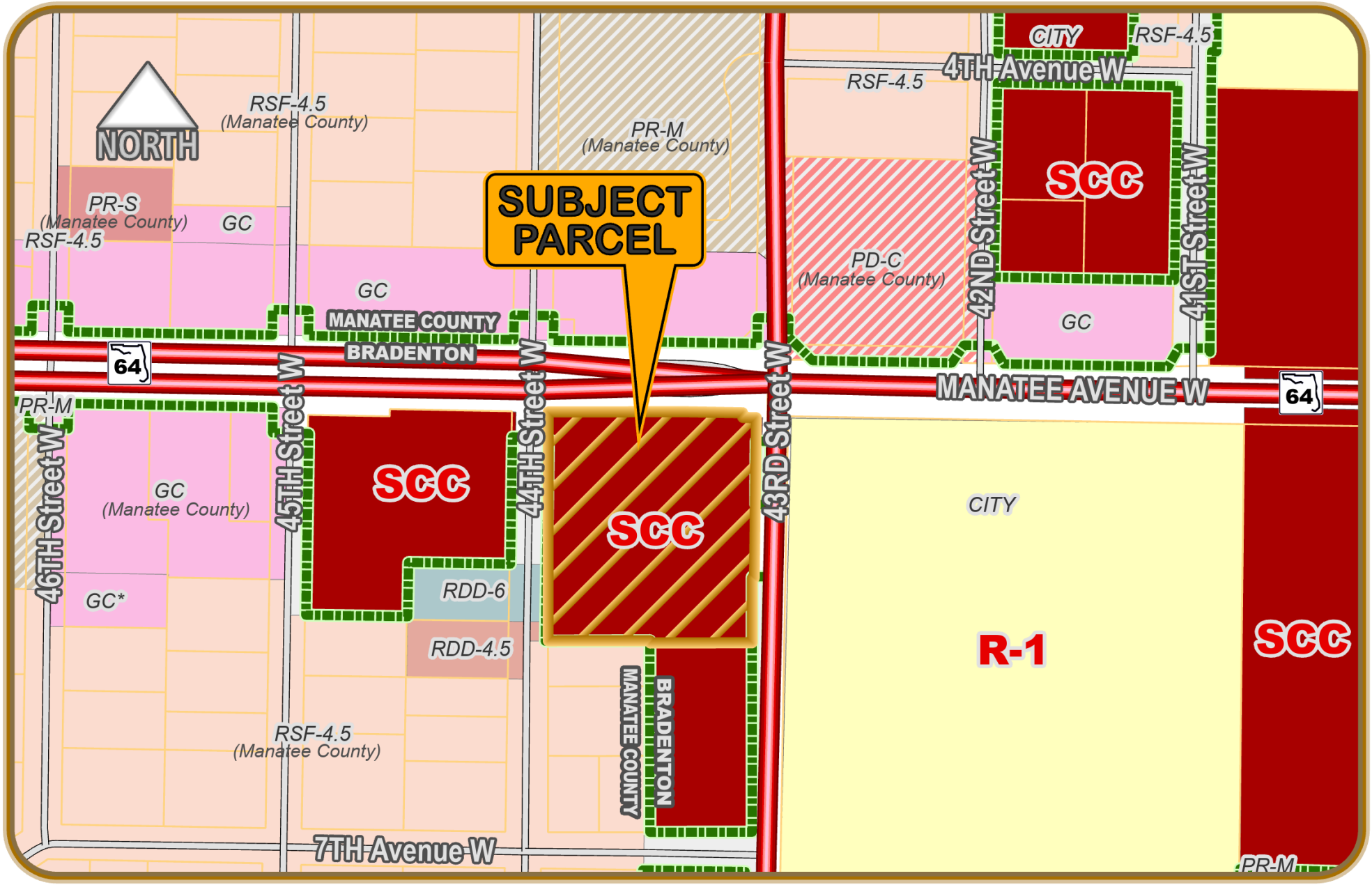
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City of Bradenton Department of
Planning & Community Development

LEGEND

- Subject Parcel
- Other Parcels
- City of Bradenton

Date Saved: 8/31/2021 4:26 PM Document Path: C:\cHArcGIS\Projects\PH_Maps\PHmaps_2021\09\SU_21_2802__ChickFilA_4311_ManateeAveW\SU_21_2802__ChickFilA_4311_ManateeAveW.aprx



SU.21.2802 Chick-Fil-A

Agent: Bohler Engineering FL, LLC
Owner: JBCC Manatee Ave, LLC
4311 Manatee Avenue West
PID: 3648700056

Zoning

0 120 240 360
Feet

City of Bradenton Department of Planning & Community Development

LEGEND

- Subject Parcel
- Other Parcels
- City of Bradenton

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PREPARED BY AND RETURN TO:
DAVID H. ROSENBERG, ESQUIRE
Florida Bar #: 0124753
DHR LAW
2639 Fruitville Road
Second Floor, Suite 203
Sarasota, Florida 34237

SPECIAL WARRANTY DEED

This Special Warranty Deed is made by **JDL BRADENTON, LLC,** a Florida limited liability company, whose post office address is: 1689 2nd Street, Sarasota, Florida 34236, hereinafter referred to as "Grantor", to **JBCC MANATEE AVE, LLC**, a Florida limited liability company, whose post office address is 1626 Ringling Boulevard, Suite 500, Sarasota, Florida 343236, hereinafter referred to as "Grantee".

Grantor, in consideration of the sum of TEN and NO/100 DOLLARS ($10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby conveys to Grantee the following described real property in Manatee County, Florida:

See Attached Exhibit "A"

The Property Appraiser's Parcel Identification Numbers for the above described real property are as follows: 36487.0005/6.

Subject to valid easements, reservations and restrictions of record, governmental regulations and real property taxes for the current year as further shown on Exhibit "B" attached hereto.

Grantor hereby covenants with Grantee that the property is free of all encumbrances made by Grantor and that Grantor does hereby warrants the title to the property against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise.

Dated as of this 11 day of March, 2020.

WITNESSES:

Print Name Robert Tomlinson

Print Name Heather Ogden

JDL BRADENTON, LLC
a Florida limited liability company

By: JDL Property Holdings, LLC
a Florida limited liability company
as its Manager

By: _____
JohnDaniel Lemp
as Managing Member

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization, this ___ day of March, 2020 by JohnDaniel Lemp as Managing Member of JDL Property Holdings, LLC, a Florida limited liability company, as Manager of JDL Bradenton, LLC, a Florida limited liability company, who is [__] personally known to me or who has produced _____ as identification.

Please See Attached
Form For Notary
Dated 03/10/2020

_____
Notary Public
Print Name:
My Commission Expires:

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On March 10th 2020 before me, Upeksha Thennakoon Mudiyanselage, Notary Public,
(Here insert name and title of the officer)

personally appeared John Daniel Lemp,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Upek Thennakoon
Signature of Notary Public

(Notary Seal)

UPEKSHA THENNAKOON MUDIYANSELAGE
Notary Public - California
Los Angeles County
Commission # 2307839
My Comm. Expires Nov 1, 2023

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Special Warranty Deed
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ~ Document Date -

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

EXHIBIT "A"

A parcel of land lying in Section 28, Township 34 South, Range 17 East, Manatee County, Florida, described as follows:

All of Lots 115, 116, 117, 118, 119, 120, & 203 and the North 3.10 feet of Lot 202 WESTWEGO PARK, recorded in Plat Book 2, Page 104 1/2 of the public records of Manatee County, Florida.

AND

COMMENCE at the Northeast corner of the Southeast 1/4 of the Southwest 1/4 of said section 28; thence S.00°43'33"W., along the East line of said Southeast 1/4, a distance of 278.58 feet; thence N.89°02'59"W., along the projection of the North Line of said Lot 203 Westwego Park, a distance of 20.00 feet to a point lying on the West Right of Way Line of 43RD Street West, per Road Plat Book 6, Pages 146-169, Public Records of Manatee County, Florida, same being the POINT OF BEGINNING; thence Continue N.89°02'59"W., along said Right of Way Line and along said projection, a distance of 5.00 feet to the Northeast corner of said Lot 203; thence continue N.89°02'59"W., along said North line, a distance of 144.55 feet to a point on a East line of said Lot 119; thence N.00°57'01"E., along the East line of said Lots 117, 118, & 119, a distance of 99.43 feet to a point on a South line of said Lot 117; thence S.89°16'27"E., along said South line, a distance of 49.53 feet to the Southeast corner of said Lot 117; thence N.00°50'29"E., along the East line of said Lot 117, a distance of 129.02 feet to the Northeast corner of said Lot 117, same being a point on the South Right of way Line of Manatee Avenue West according to State of Florida State Road Department Right of Way Map Section Number 1315-181; thence S.89°00'56"E., along said South Right of Way Line a distance of 80.36 feet to the Northwest corner of lands described in Official Records Book 842, Page 732, Public Records of Manatee County, Florida; thence S.00°43'33"W., along the West line of said lands, a distance of 6.50 feet to the Southwest corner of said lands; thence S.89°00'56"E., along the South line of said lands, a distance of 19.00 feet to the Southeast corner of said lands, same being a point lying on said West Right of Way Line of 43RD Street West; thence S.00°43'33"W., along said Right of Way Line, a distance of 222.09 feet to the POINT OF BEGINNING.

Overall Parcel Contains 90,770 square feet or 2.084 Acres More or Less.

EXHIBIT "B"
Permitted Encumbrances

1. Taxes and assessments for the year 2020 and subsequent years, which are not yet due and payable.

2. Matters as contained on the Plat of WESTWEGO PARK, recorded in Plat Book 2, Page 104 1/2, of the Public Records of Manatee County, Florida.

3. Terms, covenants, conditions and other matters contained in the Agreement for a Temporary Septic Tank Permit, recorded October 2, 1974, in Official Records Book 692, page 472, of the Public Records of Manatee County, Florida.

4. Easement(s) granted to Florida Power & Light Company, recorded January 17, 1975, in Official Records Book 706, page 18, of the Public Records of Manatee County, Florida.

5. Terms, covenants, conditions and other matters contained in the Ordinance No. 2142, recorded December 14, 1978, in Official Records Book 928, page 944, of the Public Records of Manatee County, Florida.

6. Affidavit, regarding variance, recorded in Official Records Book 1265, Page 3952, of the Public Records of Manatee County, Florida.

7. Title to that portion, if any, of Parcels 1 and 2 described in Schedule A, lying within the bounds of the maintained right-of-way of 43rd Street West is not insured. (Approximately the East 25 feet, more or less, of Parcel 1 and the East 5 feet, more or less, of Parcel 2)

8. Terms and conditions of unrecorded Master Lease Agreement between First States Investors 5200, LLC, as Landlord, and Bank of America, N.A., as Tenant, dated October 14, 2004, as renewed and any rènewal thereof.

9. Rights of tenants occupying all or part of the insured land under unrecorded leases or rental agreements.

10. Any rights, interests or claims arising from the following matters shown on survey prepared by MSB Surveying, LLC., dated March 6, 2020 under survey Job Number 200216, to-wit:

a) Encroachment of Asphalt Drive/Apron and concrete curbing from Asphalt Parking constructed over and across the Western boundary, into the right-of-way of 44th Avenue West (Shadeland Drive per Plat);

b) Encroachment of Three Concrete driveway aprons and concrete curbing encroach into right -of-way, one into 44th Avenue West (Shadeland Drive per Plat) and two into right -of-way of 43rd Avenue (Abbott Street per Plat);

c) Encroachment of 20' X 10' Shed from adjacent property to the South to the extent of 4.3 feet;

d) Encroachment of Vinyl Fence from adjacent property to the South to the greatest extent of 6.7 feet and extension of Wood Fence continuing from said Vinyl Fence to the greatest extent of 6.6 feet onto the subject property as shown on said survey; Also a Chain Link Fence on the subject property to the greatest extent of 5.5 feet on the subject property adjacent to its Southern boundary as shown on said survey; except to any dispute of title to property between said fences and the Southern boundary of the subject property;

e) Asphalt Pavement and Concrete Curbing constructed over and across a portion of 10' Wide Florida Power & Light Easement in Official Records Book 706, Page 18;

e) Brick (Walkway), running West from covered area of main structure, excroaches into the right-of-way of 44th Avenue West (Shadeland Drive per Plat) as shown on said survey adjacent to the Northwest corner of the subject property.

CITY OF BRADENTON

DEVELOPMENT REVIEW COMMITTEE
COMMENT SHEET

Application # SU.21.2802 **Pre-App/ DRC Date: July 6, 2021**

Project Name: Chick Fil A 4311 Manatee Ave West
Bohler Engineering- Eric Samuelson

PLANNING DEPARTMENT

1. Restaurant with over 20 seats requires special use permit. 102 interior/24 exterior total 126 seats.
2. 52 stacking spaces provided/5 required.
3. Parking: 1 per 3 seats based on maximum capacity (126 seats) plus 1 per 50sf of floor area for drive-through. 42 spaces (restaurant use) + 5100 sf/50= 102 (exclude restrooms, hallways, stairwells and storage areas. Provide total used sf for calculation. 102 + 42 = 144 spaces, to be modified with correct applicable square footage dedicated to drive-through. 98 parking spaces provided.
4. Dumpster fencing doesn't appear to be able to open the required 135 degrees. (see pre-app comments)
5. Parking spaces do not meet requirement of minimum 9' x 20' (noted 9' x 20') (see pre-app comments)
6. Dumpster pad appears to encroach into required 24' wide drive aisle. Add dimension of drive aisle at dumpster pad location.
7. Landscape Plan (will be finally reviewed with SIP). Tree removal permit will be required prior to approval of SIP:
   a. Oaks should not be planted as street trees. Use shady lady black olive instead.
   b. Plant within property lines, not on property line (see oaks on 44th street west.)
8. Provide a photometric plan with SIP (See Chapter 7 of Land Use Regulations.)
9. Site plan has been provided to the Manatee County School Board for comment. Responses will be forwarded on to you. See Police comments below.

Applicable LUR:
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.
4.1.4.3 d. Stacking lanes for all drive-through operations shall have a minimum width of 9 feet per lane and shall be of sufficient length to accommodate five (5) vehicles, including the vehicle at the pick-up window. The PCD Director may, under certain circumstances, allow relief from this standard. Site specific design and location shall be determined by the PCD Director and Fire Marshal.

Schedule 4.1.4.1

Restaurants	1 per 3 seats based on maximum capacity
Drive Through or Take-Out	1 per 50 sq. ft. of building floor area*

*excluding that square footage utilized for restrooms, hallways, stairwells and storage areas.

PUBLIC WORKS DEPARTMENT

1. No connection to adjacent stormwater system appears to be shown. Therefore, all utilities have not been addressed.
2. Dumpsters that serve food service establishments are required to have a sump drain and grease trap.

August 3, 2021:

1. FDOT permit allowing drainage connection will be required.
2. Manatee County permit allowing driveway construction will be required.

BUILDING DEPARTMENT

No comments at this time.

FIRE DEPARTMENT

1. Building appears to show a fire sprinkler system, if building is equipped with sprinkler a fire alarm will also be needed.
2. Fire has no issue with access to the structure, especially if building has a sprinkler system.
3. Fire has no concern at this time with the stacking lanes as they are sufficient to hold more than the required number of vehicles while having two 24ft drive isles for the parking area for access of our equipment. A Auto-turn maybe needed during site review to confirm truck movement through the site.
4. No other concerns at this point, further comments will come during construction plan review.

CITY SURVEYOR:

No additional comments.

POLICE DEPARTMENT:

Landscaping recommendation: ground landscaping should not exceed 2' with a maintenance plan in place. Tree canopies should not extend below 6' with a maintenance plan in place. This will help increase natural surveillance to the property.

Traffic concerns for traffic entering from and exiting to 43rd St W, especially during school zone times. Traffic is already congested without the increase traffic this business will bring. Traffic control Officers are utilized by School District during school zone times for traffic exiting school. Suggestion: Right turn only for vehicles exiting to 43rd.

DRC Determination:	Forward to Permitting/Public Hearing	
	Return for Further Review	X

NEXT STEPS

Submit revisions for further review, addressing comments and concerns of DRC.

Special Use application will be scheduled for consideration by the Planning Commission when the associated plan demonstrates compliance with applicable City standards.

August 3, 2021 Review of Revision

PLANNING

1. Traffic concerns must be addressed. Police suggests a right turn only, is this a viable solution? Will Manatee County approve proposed access on 43rd St West? Please research this and let Planning know (Myra Schwarz). Discuss with Police (Aaron Pilant) if needed.
2. Sidewalk to be installed along 44th St West. Concerns for pedestrian safety for people walking from adjacent business and homes to the west and south. Revise plans to indicate sidewalk and change landscape accordingly.
3. Tree removal and mitigation will be addressed with Landscape review during Site Improvement Permit review process.

PUBLIC WORKS

The grease trap for the dumpster shall connect to the sanitary system rather than storm sewer.

NEXT STEPS

1. Advise if you will be making any changes to proposed access on 43rd St West to accommodate traffic concerns by PD.

2. Submit revised site plan to PLANNING. Add sidewalk along 44th Street West and landscape changes; note grease trap changes per PW comment.

3. Tentatively scheduled for September 15, 2021 Planning Commission and October 13, 2021 City Council. Revisions must be received no later than August 13 and deemed complete by DRC in order to meet that schedule.

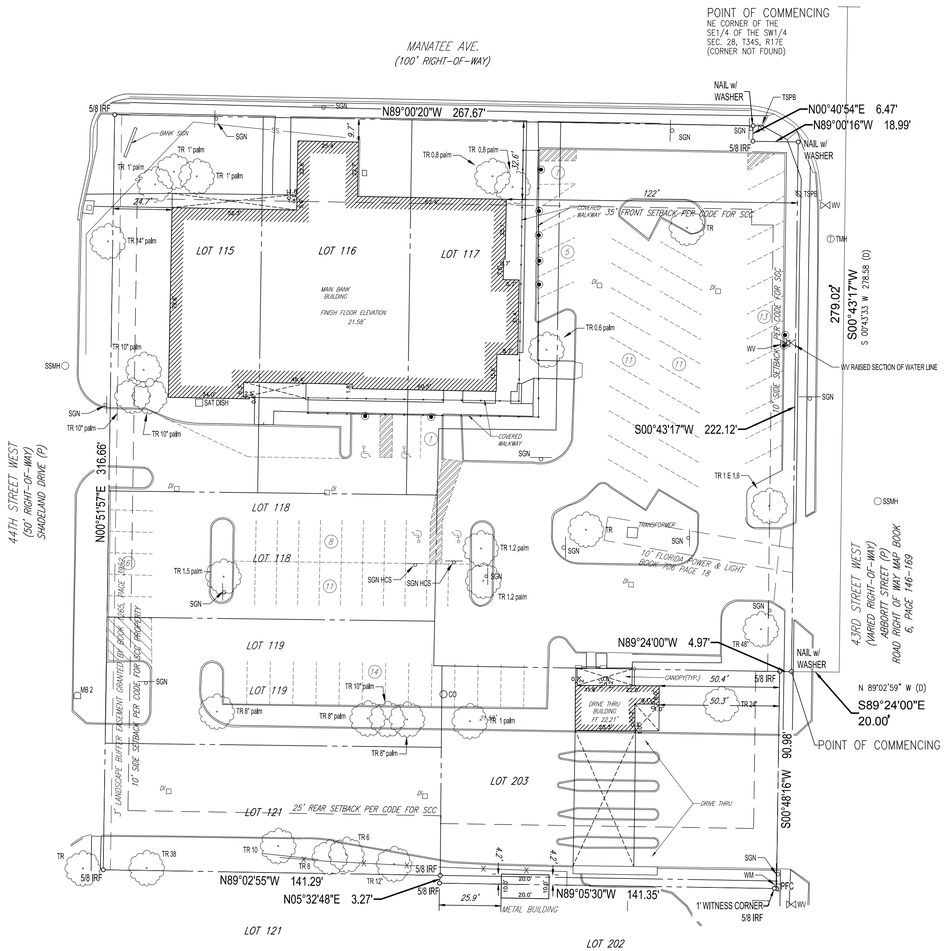
07/13/21 SCHOOL COMMENTS
PROJECT NAME: 4311 Manatee Ave W – SPECIAL USE
PLN: n/a
PROJECT #: PERMIT# 212802
VERSION #: n/a
CASE PLANNER: Myra Schwarz
DUE DATE:

ISSUES
To protect the health, safety and welfare of students, parents and staff of Miller Elementary School, the School District suggests that ingress and egress be on 44th Street West. 43rd Street West near Manatee Avenue is already heavily congested and adding additional vehicles traversing and possibly queueing in the area will greatly increase the congestion.

CONDITIONS
None at this time.

NOTES

OVERVIEW
The applicant requested approval for a Special Use Permit for the construction of a Chik-Fil-A at 4311 Manatee Ave West. Site Plan currently denotes ingress and egress on 43rd Street West and 44th Street West.



COMMITMENT NO. FL252011136JC/202181ATL
DATED: DECEMBER 1, 2020

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 28, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

ALL OF LOTS 115, 116, 117, 118, 119, 120, & 203 AND THE NORTH 3.10 FEET OF LOT 202 WESTWEGO PARK, RECORDED IN PLAT BOOK 2, PAGE 104 1/2, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.
AND

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE S 00°43'33"W., ALONG THE EAST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 278.58 FEET; THENCE N.89°02'59"W., ALONG THE PROJECTION OF THE NORTH LINE OF SAID LOT 203 WESTWEGO PARK, A DISTANCE OF 20.00 FEET TO A POINT LYING ON THE WEST RIGHT OF WAY LINE OF 43RD STREET WEST, PER ROAD PLAT BOOK 6, PAGES 146-169, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SAME BEING THE POINT OF BEGINNING; THENCE CONTINUE N.89°02'59"W., ALONG SAID RIGHT OF WAY LINE AND ALONG SAID PROJECTION, A DISTANCE OF 5.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 203; THENCE CONTINUE N.89°02'59"W., ALONG SAID NORTH LINE, A DISTANCE OF 144.55 FEET TO A POINT ON A EAST LINE OF SAID LOT 119; THENCE N.00°57'01"E., ALONG THE EAST LINE OF SAID LOTS 117, 118, & 119, A DISTANCE OF 99.43 FEET TO A POINT ON A SOUTH LINE OF SAID LOT 117; THENCE S.89°16'27"E., ALONG SAID SOUTH LINE, A DISTANCE OF 49.53 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1 17; THENCE N.00°50'29"E., ALONG THE EAST LINE OF SAID LOT 117, A DISTANCE OF 129.02 FEET TO THE NORTHEAST COMER OF SAID LOT 117, SAME BEING A POINT ON THE SOUTH RIGHT OF WAY LINE OF MANATEE AVENUE WEST ACCORDING TO STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION NUMBER 1315-181; THENCE S.89°00'56"E., ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 80.36 FEET TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 842, PAGE 732, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE S.00°43'33"W., ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 6.50 FEET TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE S.89°00'56"E., ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 19.00 FEET TO THE SOUTHEAST CORNER OF SAID LANDS, SAME BEING A POINT LYING ON SAID WEST RIGHT OF WAY LINE OF 43RD STREET WEST; THENCE S.00 043'33"W., ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 222.09 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL ALSO BEING DES(C)RIBED AS FOLLOWS:

PARCEL 1:

LOT 203, AND THE NORTH 12 FEET OF LOT 202, WESTWEGO PARK, ALSO THE SOUTH 29.42 FEET OF THE WEST 12.57 FEET OF LOT 117, AND ALSO: BEGINNING AT THE SE CORNER OF LOT 116, THENCE SOUTH ON PROLONGATION OF THE EAST LINE OF LOT 116 TO THE SOUTH LINE OF LOT 120; THENCE EAST TO THE WEST LINE OF LOT 203; THENCE NORTH 88.42 FEET; THENCE WEST 3.54 FEET; THENCE NORTH 70.58 FEET TO THE SOUTH LINE OF LOT 117; THENCE WEST TO THE POINT OF BEGINNING, ALL ACCORDING TO PLAT OF WESTWEGO PARK, AS THE SAME APPEARS OF RECORD IN PLAT BOOK 2, PAGE 104 1/2, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA;

ALSO

BEGIN AT THE NE CORNER OF THE SE 1/4 OF THE SW 1/4, THENCE SOUTH 178 FEET FOR POINT OF BEGINNING; THENCE

SOUTH 100 FEET, WEST 170 FEET, NORTH 100 FEET, EAST 170 FEET, IN SECTION 28, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA;

LESS AND EXCEPT: (O.R. 1450, PAGE 6490)

ALL OF THAT CERTAIN LAND SITUATED IN MANATEE COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS LOTS 198,199, 200, 201 AND THE SOUTH 49.90 FEET OF LOT 202, WESTWEGO PARK, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 104 1/2, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

PARCEL 2:

BEGIN 20 WEST AND 30 FEET SOUTH OF THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 34 SOUTH, RANGE 17 EAST, RUN THENCE SOUTH 148 FEET, THENCE WEST 100 FEET, THENCE NORTH 148 FEET, THENCE EAST 100 FEET TO POINT OF BEGINNING; LESS 20 FEET MORE OR LESS OFF NORTH OF PARCEL DEEDED TO STATE FOR ROAD RIGHT OF WAY; ALSO, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED LAND AS CONVEYED TO MANATEE COUNTY BY WARRANTY DEED RECORDED MAY 10,1977 IN OFFICIAL RECORDS BOOK 842, PAGE 732, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, DESCRIBED AS:

THAT PART OF THE FOLLOWING DESCRIBED PARCEL:

BEGIN 20 FEET WEST AND 30 FEET SOUTH OF THE NE CORNER OF THE SE 1/4 OF THE SW 1/4 OF SECTION 28, TOWNSHIP 34 SOUTH, RANGE 17 EAST, RUN THENCE SOUTH 148 FEET, THENCE WEST 100 FEET, THENCE NORTH 148 FEET, THENCE EAST 100 FEET TO POINT OF BEGINNING; LESS 20 FEET, MORE OR LESS OFF NORTH OF PARCEL DEEDED TO STATE FOR ROAD RIGHT-OF-WAY.

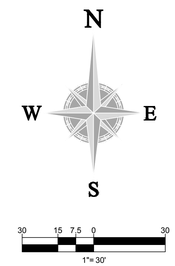
LYING WITHIN THE FOLLOWING METES AND BOUNDS DESCRIPTION: BEGIN AT THE NORTHEAST CORNER OF THE ABOVE DESCRIBED PARCEL; THENCE SOUTH ALONG THE EAST PROPERTY LINE 6.5 FEET; THENCE WEST, PARALLEL TO THE NORTH PROPERTY LINE AND 6.5 FEET THEREFROM 19.0 FEET; THENCE NORTH, PARALLEL TO SAID EAST LINE AND 19.0 FEET THEREFROM 6.5 FEET TO SAID NORTH LINE; THENCE EAST ALONG SAID NORTH LINE 19.0 FEET TO THE POINT OF BEGINNING; ALL OF THE ABOVE BEING AND LYING IN SECTION 28, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA.

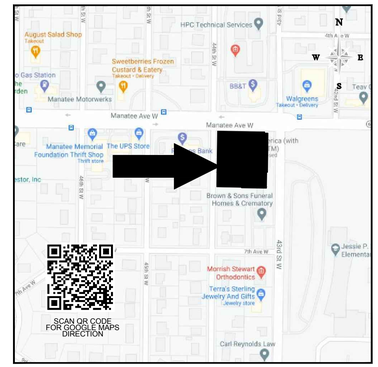
PARCEL 3:

LOTS 115, 116 AND LOT 117, LESS THE SOUTHERNMOST 29.42 FEET OF THE WESTERNMOST 12.57 FEET OF SAID LOT 117, OF WESTWEGO PARK AS PER PLAT RECORDED IN PLAT BOOK 2, PAGE 104 1/2, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LOTS 118, 119 AND 120 OF WESTWEGO PARK, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 104 1/2, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; LESS SUCH PORTION OF SAID LOTS AS DESCRIBED IN DEED RECORDED IN DEED BOOK 305, PAGE 219, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

SURVEYOR NOTES

1. THE LAST DATE OF FIELD SURVEY WAS MARCH 10, 2021.
2. THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE", AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050 THROUGH 5J-17.053, OF THE FLORIDA ADMINISTRATIVE CODE.
3. THIS SURVEY MAP AND/OR REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
5. THE BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH AND ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983.
6. ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988, AS ESTABLISHED BY THE CITY OF BRADENTON "NATHAN" BENCHMARK.
7. THE FEATURES SHOWN HEREON ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT, AS ESTABLISHED USING SAID "NATHAN" MONUMENT.
8. ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.
9. AERIAL IMAGERY SHOWN HEREON WAS OBTAINED FROMGOOGLE MAP AND IS SHOWN FOR INFORMATIONAL PURPOSES.
10. THIS SURVEY HAS THE BENEFIT OF A COMMITMENT BY CHICAGO TITLE INSURANCE COMPANY WITH AN EFFECTIVE DATE OF DECEMBER 1, 2020 AT 8:00 AM.. THE TITLE EXCEPTIONS LISTED ON THIS SURVEY ARE FROM SCHEDULE B- SECTION 2 OF THE TITLE COMMITMENT. THE APPLICABILITY OF THE TITLE EXCEPTIONS SHOWN ON THIS SURVEY ONLY INDICATE THAT THE LANDS DESCRIBED IN THE TITLE EXCEPTION DOCUMENT DESCRIBE LANDS CONTAINED WITHIN THE BOUNDARY SURVEY DESCRIPTION BUT IS NOT TO BE CONSTRUED AS VALIDATING THE LEGALITY OF THE EXCEPTION ITSELF.
11. THE DESCRIPTION OF THE LAND CONTAINED IN THIS BOUNDARY SURVEY IS PER TITLE COMMITMENT/OPINION REFERENCED ABOVE.
12. THIS SURVEY DELINEATES THE BOUNDARY LOCATION ACCORDING TO THE LEGAL DESCRIPTION BUT DOES NOT DETERMINE OWNERSHIP OR PROPERTY RIGHTS.
13. LOCATION OF ALL UNDERGROUND UTILITIES ARE APPROXIMATE, SOURCE INFORMATION FROM RECORD DOCUMENTS LISTED IN TITLE COMMITMENT FROM CHICAGO TITLE INSURANCE COMPANY COMMITMENT NUMBER FL25201136JC/202181A TL. HAS BEEN COMBINED WITH OBSERVED EVIDENCE OF UTILITIES AT THE TIME OF THIS SURVEY TO DEVELOP A VIEW OF THOSE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY AND RELIABLY DEPICTED. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION MAY BE NECESSARY.
14. INTERIOR IMPROVEMENTS, IF ANY, WERE NOT LOCATED EXCEPT AS SHOWN.
15. SYMBOLS SHOWN HEREON ARE NOT TO SCALE.
16. THE SURVEY WAS PREPARED FOR THE PURPOSE OF ALTA/NSPS LAND TITLE SURVEY.
17. DRAINAGE PIPE SIZES AND CONNECTIONS BETWEEN STRUCTURES HAVE BEEN COMPILED FROM VARIOUS MAPS AND FIELD OBSERVATIONS WITH LIMITED VISIBILITY. THESE CONNECTIONS ARE BELIEVED TO BE ACCURATE, HOWEVER CANNOT BE RELIED UPON THEREFORE IS NOT CERTIFIED BY THIS SURVEY. INVERT ELEVATIONS MAY VARY WHEN PIPE OPENING IS RECESSED.
18. THE TREES SHOWN HEREON WERE NOT PREPARED WITH THE BENEFIT OF AN ARBORIST. TREE SPECIMEN NOMENCLATURE IS GENERALLY COMMON (OAK, PALM, PINE, ETC.). CONSULT WITH AN ARBORIST FOR FURTHER CLASSIFICATION.
19. THE FEATURES SHOWN HEREON WERE ACQUIRED USING RTK GPS; TRIGONOMETRIC METHODS AND WERE VERIFIED THROUGH A REDUNDANCY OF MEASUREMENTS FOR ACCURACY.
20. THE PROPERTY ADDRESS IS 4311 MANATEE AVENUE WEST, BRADENTON, FLORIDA.
21. ACCORDING TO COMMUNITY PANEL NO. 12081C0301E , DATED MARCH 17, 2014 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM MAP, THIS PROPERTY IS WITHIN FLOOD ZONE "X", (AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN), WHICH IS NOT A SPECIAL FLOOD HAZARD AREA. IF THIS SITE IS NOT WITHIN AN IDENTIFIED SPECIAL FLOOD HAZARD AREA, THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.





LOCATION MAP

SCALE: N.T.S.

SCHEDULE B-II EXPECTIONS :

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 SURVEY MATTER)
2. TAXES AND ASSESSMENTS FOR THE YEAR 2021 AND SUBSEQUENT YEARS, WHICH ARE NOT YET DUE AND PAYABLE. (NOT A SURVEY MATTER)
3. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIALS HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW, AND NOT SHOWN BY THE PUBLIC RECORDS. (NOT A SURVEY MATTER.
4. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND AND NOT SHOWN BY THE PUBLIC RECORDS. (AS SHOWN ON SURVEY)
5. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS. (NOT A SURVEY MATTER)
6. UNPAID CHARGES FOR PUBLIC UTILITIES FURNISHED BY ANY COUNTY, MUNICIPALITY, OR PUBLIC SERVICE CORPORATION, WHICH MAY BE OR MAY BECOME A LIEN UPON THE LAND INSURED HEREBY UNDER ANY PROVISION OF THE FLORIDA STATUTES, INCLUDING SECTION 159.17, AND/OR ANY COUNTY, MUNICIPAL, OR SPECIAL TAXING DISTRICT ASSESSMENT, INCLUDING THOSE LEVIED UNDER THE PROVISIONS OF CHAPTER 190, FLORIDA STATUTES. (NOT A SURVEY MATTER)
7. ANY RIGHT, INTEREST OR CLAIM THAT MAY EXIST, ARISE OR BE ASSERTED UNDER OR PURSUANT TO THE PERISHABLE AGRICULTURAL COMMODITIES ACT OF 1930, AS AMENDED, 7 USC 499A ET SEQ., THE PACKERS AND STOCKYARD ACT OF 1921, AS AMENDED, 7 USC 181 ET SEQ., OR ANY SIMILAR STATE LAWS. (NOT A SURVEY MATTER)
8. MATTERS AS CONTAINED ON THE PLAT OF WESTWEGO PARK, RECORDED IN PLAT BOOK 2, PAGE 104 1/2, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA. (AS SHOWN ON SURVEY)
9. TERMS, COVENANTS, CONDITIONS AND OTHER MATTERS CONTAINED IN THE AGREEMENT FOR A TEMPORARY SEPTIC TANK PERMIT, RECORDED OCTOBER 2, 1974, IN OFFICIAL RECORDS BOOK 692, PAGE 472, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA. (PROPERTY IS CURRENTLY CONNECTED TO PUBLIC SEWER. THIS TEMPORARY SEPTIC TANK PERMIT WOULD NO BE NEEDED.)
10. EASEMENT(S) GRANTED TO FLORIDA POWER & LIGHT COMPANY, RECORDED JANUARY 17, 1975, IN OFFICIAL RECORDS BOOK 706, PAGE 18, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA. (AS SHOWN ON SURVEY)
11. TERMS, COVENANTS, CONDITIONS AND OTHER MATTERS CONTAINED IN THE ORDINANCE NO. 2142, RECORDED DECEMBER 14, 1978, IN OFFICIAL RECORDS BOOK 928, PAGE 944, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA. (ANNEXING OF PROPERTY INTO THE CITY OF BRADENTON. NOTHING TO PLOT)
12. AFFIDAVIT, REGARDING VARIANCE, RECORDED IN OFFICIAL RECORDS BOOK 1265, PAGE 3952, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA. (GRANTS A VARIANCE OF LANDSCAPE BUFFER ALONG WEST PROPERTY LINE AS SHOWN.)
13. MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING BY JBCC MANATEE AVE, LLC, A FLORIDA LIMITED LIABILITY COMPANY TO IBERIABANK, A LOUISIANA STATE-CHARTERED BANK, DATED MARCH 11, 2020, RECORDED MARCH 16, 2020 IN OFFICIAL RECORDS INSTRUMENT #202041028129 AND UCC FINANCING STATEMENT BY JBCC MANATEE AVE, LLC TO IBERIABANK, RECORDED MARCH 16, 2020 IN OFFICIAL RECORDS INSTRUMENT #202041028130 ALL OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA. (NOT A SURVEY MATTER)
14. SURVEYOR'S AFFIDAVIT RECORDED MARCH 20, 2020 IN OFFICIAL RECORDS INSTRUMENT #2020103016, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA. (COMBINING OF PREVIOUS DESCRIPTIONS INTO THE CURRENT DESCRIPTION SHOWN IN THE TITLE COMMITMENT. NOTHING TO PLOT)
15. TERMS, CONDITIONS, PROVISIONS, EASEMENTS, RESTRICTIONS AND ANY OTHER RELEVANT MATTERS CONTAINED IN GROUND LEASE BY AND BETWEEN JBCC MANATEE AVE, LLC, A FLORIDA LIMITED LIABILITY COMPANY AND CHICK-FIL-A, INC., A GEORGIA CORPORATION, DATED _____, 2021, A MEMORANDUM OF WHICH WAS RECORDED _____, 2021 IN OFFICIAL RECORDS INSTRUMENT #_____, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

NOTE: THE FOLLOWING IS GIVEN FOR INFORMATIONAL PURPOSES ONLY WITHOUT ASSURANCE OR GUARANTEE:

THE 2020 REAL ESTATE TAXES WERE ASSESSED UNDER PARCEL NUMBER 3648700056, IN THE GROSS AMOUNT OF $24,551.30 AND BECAME DUE AND PAYABLE AS OF NOVEMBER 1, 2020. THERE ARE NO DELINQUENT TAXES.

LEGEND

IRF	IRON ROD FOUND
-x-	EXISTING FENCE LINE
SGN	SIGN
(S)	SANITARY SEWER MANHOLE
WV	WATER VALVE
LP	LIGHT POLE
DI	DROP INLET
TR	TREE
CO	CLEANOUT
TSPB	TRAFFIC SIGNAL PULLBOX
TMH	TELEPHONE MANHOLE
HCS	HANDICAP SIGN
MB	MAILBOX
WM	WATER METER
◉	BOLLARD
(D)	DEED

PARKING COUNT:

81	REGULAR PARKING SPACES
4	HANDICAPPED PARKING SPACES
85	TOTAL PARKING SPACES

CURRENT ZONING:

ACCORDING TO BRADENTON LAND DEVELOPMENT MAP THE PROPERTY IS ZONED SCC

TO: CHICK-FIL-A, INC., CHICAGO TITLE INSURANCE COMPANY AND FIRST TITLE, LLC, A FIDELITY NATIONAL FINANCIAL, INC. COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(b), 7(a), 7(b)(1), 8, 9, 11, 13, 14, 16, 17 & 18 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON MARCH 10, 2021.

"Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document".

KENNETH J BUCHANAN
PROFESSIONAL SURVEYOR AND MAPPER NO. 7202
MARCH 15, 2021

THIS CERTIFICATION IS MADE TO ONLY NAMED PARTIES FOR PURCHASE AND/OR MORTGAGE OF HEREIN DELINEATED PROPERTY BY THE NAMED PURCHASER. NO RESPONSIBILITY OR LIABILITY IS ASSUMED BY SURVEYOR FOR THE USE OF SURVEY FOR ANY OTHER PURPOSE INCLUDING, BUT NOT LIMITED TO, USE OF SURVEY AFFIDAVIT, RESALE OF PROPERTY, OR TO ANY OTHER PERSON NOT LISTED IN CERTIFICATION, EITHER DIRECTLY OR INDIRECTLY.

No.	DESCRIPTION OF REVISION	BY:	DATE

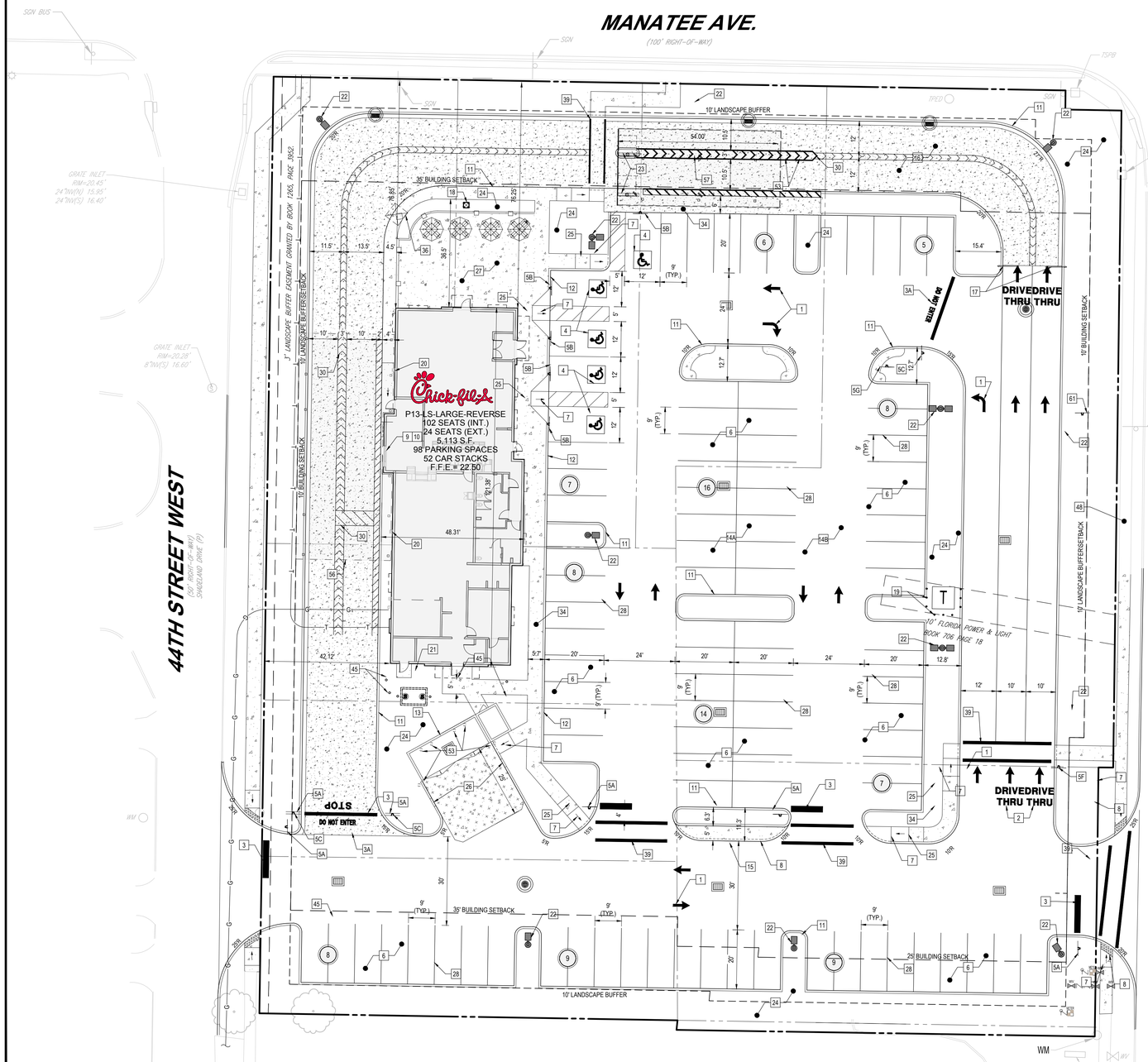
ALTA/NSPS LAND TITLE SURVEY

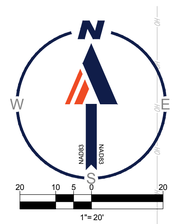
4311 MANATEE AVENUE WEST
BRADENTON, FLORIDA

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FILE NO.	DATE	FIELD DATE	CREW CHIEF	DRAWN	REVIEWED	APPROVED	SCALE	DWG. NO.
FST200231	03/15/21	03/08/21	KB	ASA	KB	BL	1" = 30'	1 OF 1

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LEGEND

EX. PROPERTY LINE	
EX. ADJACENT PROPERTY LINE	
EX. ROADWAY C/L	
PROP. PROPERTY LINE	
PROP. BUFFER	
PROP. SETBACK	
PROP. PARKING COUNT	#
PROP. SIGN	
PROP. BUILDING ENTRANCES	
PROP. CONCRETE SIDEWALK	
PROP. STANDARD DUTY CONCRETE	
PROP. HEAVY DUTY CONCRETE	

SITE PLAN DESIGN NOTES & KEY PLAN

1. DIRECTIONAL ARROW (TYP)
2. DRIVE-THRU GRAPHICS (TYP)
3. STOP BAR GRAPHIC (TYP)
   - 3A DO NOT ENTER GRAPHIC (TYP)
   - 3B ONE WAY GRAPHIC (TYP)
4. PAINTED ACCESSIBLE PARKING SYMBOL (TYP)
5. SITE SIGNAGE
   ALL SIGNS SHALL CONFORM TO THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" BY THE U.S. DEPARTMENT OF TRANSPORTATION AND NEW YORK STATE SUPPLEMENT; REFER TO SIGN PLAN BY OTHERS
   - 5A STOP SIGN
   - 5B ACCESSIBLE PARKING SIGN WITH BOLLARD BASE
   - 5C "DO NOT ENTER" SIGN
   - 5D "NO PARKING" SIGN WITH BOLLARD BASE
   - 5E CATERING AND CARRYOUT SIGN WITH BOLLARD BASE
   - 5F YIELD FOR PEDESTRIAN SIGN
   - 5G LEFT TURN ONLY SIGN
6. STANDARD PARKING STALL (TYP)
7. SIDEWALK ACCESSIBLE RAMP (TYP)
8. PROPOSED DETECTABLE WARNING STRIP (TYP)
9. DRIVE-THRU MANUAL SIDER PANEL DOOR. REFER TO ARCH PLANS FOR DETAILS
10. DRIVE-THRU ISOMETRIC (REFER TO ARCH. PLANS AND CFA DETAILS)
11. CONCRETE CURB (TYP)
12. MONOLITHIC CURB AND SIDEWALK (TYP)
13. REFUSE ENCLOSURE FOUNDATION (REFER TO ARCH. PLANS AND CFA DETAILS)
14. TYPICAL PAVEMENT SECTION (REFER TO GEOTECHNICAL REPORT BY OTHERS)
    - 14A LIGHT DUTY PAVEMENT SECTION (PARKING SPACES ONLY)
    - 14B HEAVY DUTY PAVEMENT SECTION
15. FLUSH CURB
16. CONCRETE PAVING @ DRIVE THRU LANE
17. CLEARANCE BAR
18. FLAGPOLE (REFER TO SIGN PACKAGE BY OTHERS)
19. TRANSFORMER & PULL BOX WITH BOLLARDS (IN ACCORDANCE WITH UTILITY COMPANY REQUIREMENTS. GC TO COORDINATE TRANSFORMER LOCATION. BOLLARD PLACEMENT AND ALL OTHER REQUIREMENTS WITH THE UTILITY PROVIDER PRIOR TO CONSTRUCTION)
20. ROOF DOWNSPOUT (TO CONNECT TO SITE DRAINAGE SYSTEM)
21. 2,000 GAL. GREASE INTERCEPTOR (PER UTILITY PROVIDER REQS.)
22. AREA LIGHT AND POLE (REFER TO LIGHTING PLAN BY OTHERS, TYP)
23. MENU BOARD & CANOPY ORDERING STATION (REFER TO ARCH PLANS BY OTHERS)
24. LANDSCAPED AREA
25. ACCESSIBLE LANDING AREA (TYP)
26. TRANSITION CURB
27. SEASONAL OUTDOOR SEATING AREA (REFER TO ARCH. PLANS)
28. 4" WIDE WHITE STRIPE (TYP.)
29. APPROX. LOCATION OF RELOCATED EXIST. SHOPPING CENTER LIGHT POLE
30. 4" WIDE STRIPES @ 3' O.C., YELLOW REFLECTIVE PAINT WITH ANTI-SLIP ADHESIVE
31. GRANITE CURB
32. DRIVE-THRU ORDER POINT BOLLARD
33. MOUNTABLE CURB
34. CONCRETE SIDEWALK
35. PROPOSED LOCATION OF RELOCATED MAILBOX
36. PROPOSED CASH STATION (5' x 5' CONC. PAD FOR CASH STATION
37. PROPOSED BLACK ALUMINUM FENCE
38. PROPOSED WOODEN GUARDRAIL
39. STRIPED CROSS-WALK (TYP)
40. 4" WIDE BLUE STRIPE (TYP.)
41. BUILDING CANOPY
42. 4" WIDE YELLOW STRIPE
43. LIMIT OF CONC. CURB REPLACEMENT
44. EXISTING CATCH BASIN TO REMAIN (GC TO ADJUST RIM AS NECESSARY)
45. SANITARY SEWER CLEANOUT
46. ELECTRIC SERVICE PANEL
47. PROP. CATCH BASIN. GC TO PAINT INLETS BLACK
48. PROP. OFFSITE IMPROVEMENTS
49. EXIST. ASPHALT TO BE REPLACED IN KIND
50. EDGE OF CONCRETE PAVEMENT
51. PROP. REDI ROCK RETAINING WALL (TO BE DESIGNED AND INSTALLED BY GC.
52. PROP FIRST DEFENSE UNIT HYDRODYNAMIC SEPARATOR
53. PROP. BOLLARD
54. PROP. DELINEATOR POST
55. ORDER CANOPY (REFER TO PLANS BY OTHERS)
56. OUTSIDE MEAL DELIVERY CANOPY (REFER TO PLANS BY OTHERS)
57. CANOPY COLUMN (REFER TO PLANS BY OTHERS)
58. PROPOSED SANITARY SEWER MANHOLE
59. LIMIT OF WORK
60. PROPOSED SAWCUT - REMOVE AND REPLACE PAVEMENT TO FULL DEPTH (TYP)
61. PROPOSED RELOCATED FLASHING SPEED LIMIT SIGN
62. LIMIT OF GRANITE CURB

THIS PLAN TO BE UTILIZED FOR SITE LAYOUT PURPOSES ONLY REFER TO C-2.1 FOR ADDITIONAL NOTES

SITE DATA

PARCEL ID/FOLIO NUMBER	36487000056
SITE ADDRESS	4311 MANATEE AVE W
	BRADENTON, FL 34209
JURISDICTION	CITY OF BRADENTON
ZONING	SCC (SUBURBAN COMMERCIAL CORRIDOR)
FUTURE LAND USE	SCC (SUBURBAN COMMERCIAL CORRIDOR)
EXISTING LAND USE	FINANCIAL INSTITUTION
PROPOSED LAND USE	RESTAURANTS - OVER 20 SEATS
FEMA ZONE	Zone X
PROPOSED F.A.R.	0.05
PROPOSED BUILDING HEIGHT	± 22'
TOTAL PROJECT AREA	90,760 SF (2.08 AC)
EXISTING GREEN SPACE	22,301 SF (0.51 AC)
EXISTING POND AREA	0 AC
EXISTING TOTAL IMPERVIOUS AREA	68,389 SF (1.57 AC)
EXISTING BLDG. AREA	12,619 SF (0.29 AC)
EXISTING VUA AREA	53,579 SF (1.23 AC)
EXISTING OTHER IMPERVIOUS AREA	2.240 SF (0.05 AC)
PROPOSED GREEN SPACE	25,124 SF (0.58 AC)
PROPOSED POND AREA	0 AC
PROPOSED TOTAL IMPERVIOUS AREA	65,636 SF (1.50 AC)
PROPOSED BLDG. AREA	4,995 SF (0.11 AC)
PROPOSED DRIVE THRU BLDG AREA	1550 SF (0.04 AC)
PROPOSED VUA AREA	59,600 SF (1.37 AC)
PROPOSED OTHER IMPERVIOUS AREA	1,041 SF (.02 AC)
PARKING CALCULATIONS	
(9'X20') PARKING SPACES PROVIDED	92 SPACES
TOTAL (12'X20') ADA SPACES PROVIDED	5 SPACES
TOTAL SPACES PROVIDED	97 SPACES
REQUIRED PARKING CALCULATION	1/3 SEATS + 1/ 50SF OF DRIVE THRU FLOOR AREA
REQUIRED PARKING	42 SPACES + 31 SPACES
TOTAL REQUIRED PARKING	73 SPACES
BUILDING SETBACKS	
NORTH	35'
SOUTH	35' (RESIDENTIAL ADJACENT)
	25' (NON- RESIDENTIAL ADJACENT)
EAST	10'
WEST	10'
LANDSCAPE BUFFER REQUIREMENTS	
NORTH	10'
SOUTH	10'
EAST	10'
WEST	10'

5200 Buffington Rd
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SUSTAINABLE DESIGN
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TAMPA, FLORIDA 33624
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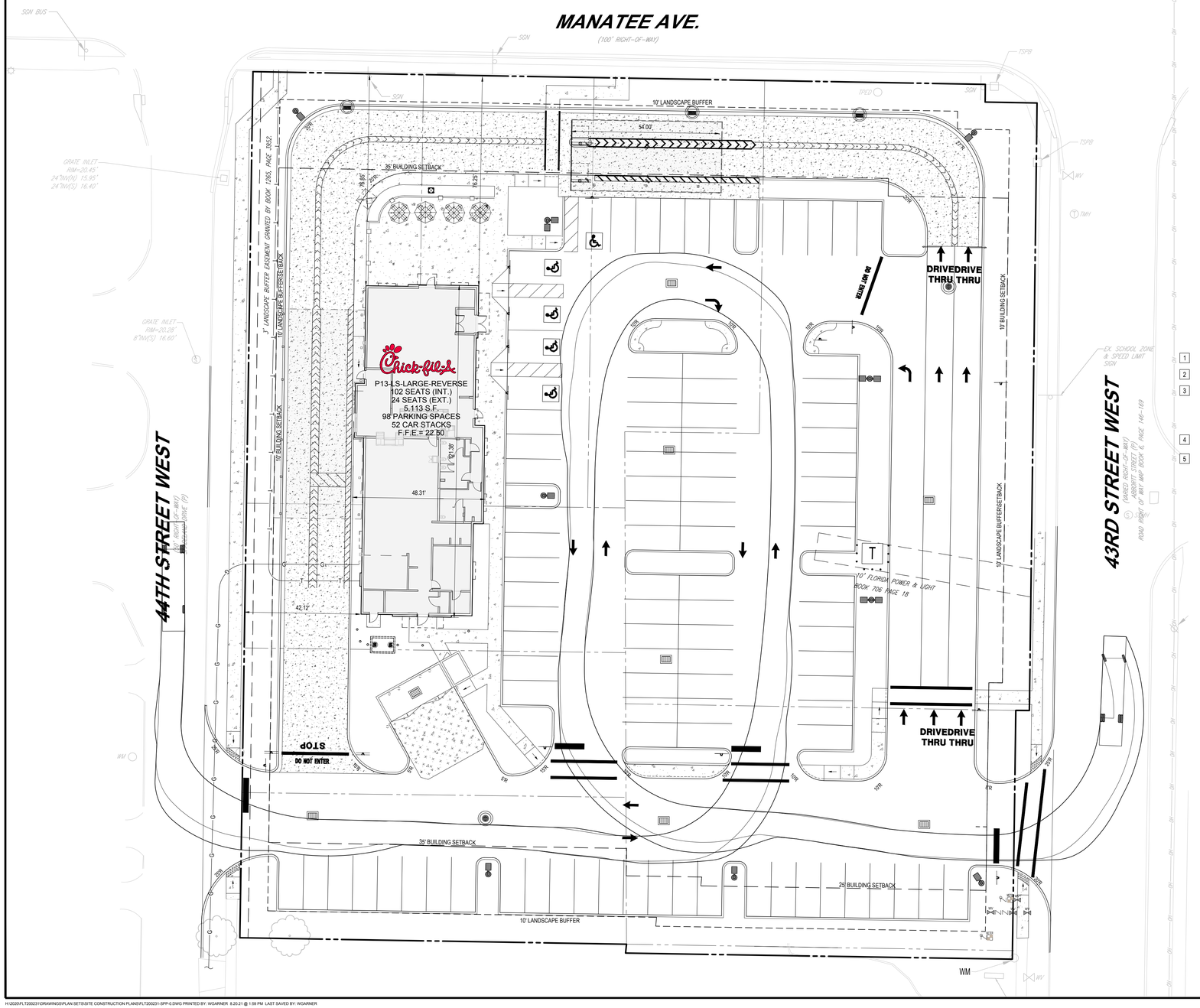
SHEET TITLE
SITE LAYOUT PLAN
DWG EDITION 02.4

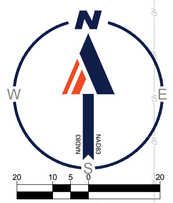
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☐ 80% SUBMITTAL
☐ FOR CONSTRUCTION

JOB NO.	FLT200231
STORE	#04872
DATE	04/01/2021
DRAWN BY	JRT
CHECKED BY	EWS
CAD ID	SPP-0

SHEET
C-2.0

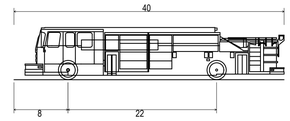
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LEGEND

EX. PROPERTY LINE	
EX. ADJACENT PROPERTY LINE	
EX. ROADWAY C/L	
PROP. PROPERTY LINE	
PROP. BUFFER	
PROP. SETBACK	
PROP. PARKING COUNT	#
PROP. SIGN	
PROP. BUILDING ENTRANCES	
PROP. CONCRETE SIDEWALK	
PROP. STANDARD DUTY CONCRETE	
PROP. HEAVY DUTY CONCRETE	



Pumper Fire Truck	
Overall Length	40.000ft
Overall Width	8.167ft
Overall Body Height	7.745ft
Min Body Ground Clearance	0.656ft
Track Width	8.167ft
Lock-to-lock time	5.00s
Max Wheel Angle	45.00°

THIS PLAN TO BE UTILIZED FOR SITE LAYOUT PURPOSES ONLY REFER TO C-2.1 FOR ADDITIONAL NOTES

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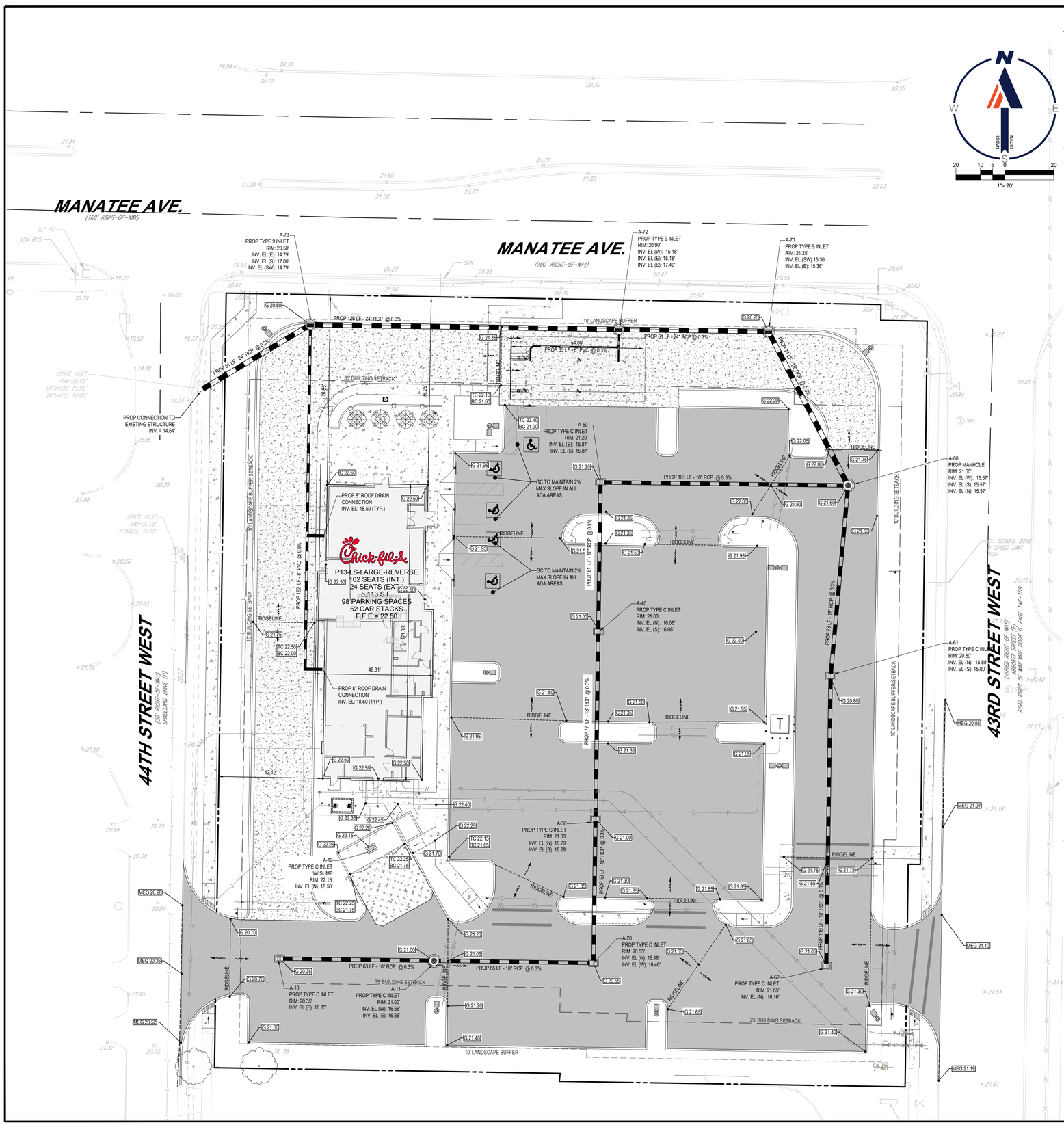
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BRADENTON, FL 34209

SHEET TITLE
FIRE TRUCK TURN PLAN
DWG EDITION 02.4

- [X] PRELIMINARY
- [ ] 80% SUBMITTAL
- [ ] FOR CONSTRUCTION

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STORE	#04872
DATE	04/01/2021
DRAWN BY	JRT
CHECKED BY	EWS
CAD ID	SPP-0

SHEET
C-2.2



GENERAL NOTES:

1. CONTRACTOR WILL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
2. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO CASTING STRUCTURES.
3. COORDINATE ALL UTILITY LEADS AND BUILDING CONNECTIONS WITH THE ARCHITECTURAL PLANS.
4. STANDARD INDEXES REFER TO THE LATEST EDITION OF F.D.O.T. "ROADWAY AND TRAFFIC DESIGN STANDARDS".
5. ALL DISTURBED AREAS WITHIN RIGHT-OF-WAY WILL NEED TO BE SODDED.

PAVING AND GRADING NOTES:

A. GENERAL:

1. ALL ELEVATIONS SHOWN ARE IN REFERENCE TO THE SURVEYOR'S BENCHMARKS AND MUST BE VERIFIED BY THE GENERAL CONTRACTOR PRIOR TO GROUNDBREAK.
2. ALL GRADES SHOWN REFERENCE PROPOSED ELEVATIONS AT EDGE OF PAVEMENT, UNLESS OTHERWISE NOTED. "TC" = TOP OF CURB ELEVATION; "G" = FINISHED GRADE; "MEG" = PROPOSED GRADE TO MATCH EXISTING GRADE; T/W = TOP OF RETAINING WALL ELEVATION; B/W = BOTTOM OF RETAINING WALL ELEVATION.
3. THE ALTA/ACSM LAND TITLE SURVEY SHALL BE CONSIDERED A PART OF THESE PLANS.
4. THE GEOTECHNICAL REPORT AND RECOMMENDATIONS SET FORTH THEREIN ARE A PART OF THE REQUIRED CONSTRUCTION DOCUMENTS AND IN CASE OF CONFLICT SHALL TAKE PRECEDENCE UNLESS SPECIFICALLY NOTED OTHERWISE ON THE PLANS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING OF ANY SUCH DISCREPANCY BETWEEN GEOTECHNICAL REPORT AND PLANS, ETC.
5. ALL UNDERGROUND UTILITIES SHALL BE COMPLETED PRIOR TO CONSTRUCTION OF LIMEROCK BASE.
6. ALL EXISTING PAVEMENT, CUT OR DAMAGED BY CONSTRUCTION, SHALL BE PROPERLY RESTORED AT THE CONTRACTOR'S EXPENSE.
7. WHERE ANY PROPOSED PAVEMENT IS TO BE CONNECTED TO EXISTING PAVEMENT, THE EXISTING EDGE OF PAVEMENT SHALL BE SAW CUT TO ENSURE A PROPER JOINT.
8. PRIOR TO CONSTRUCTION OR INSTALLATION, SHOP DRAWINGS SHALL BE SUBMITTED TO AND APPROVED BY THE ENGINEER OF RECORD. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL OTHER AGENCY APPROVALS IF REQUIRED.

B. MATERIALS:

1. BASE COURSE SHALL BE ABC-3 PER F.D.O.T. SPECIFICATIONS. OR EQUIVALENT LIMEROCK THICKNESS W/ MINIMUM LBR-100. (MAX. 6" LIFTS)
2. ASPHALT SURFACES SHALL BE TYPE S-III ASPHALTIC CONCRETE, UNLESS OTHERWISE SPECIFIED ON THE PLANS, AND SHALL BE A MINIMUM OF 1-1/2" THICK, AND CONSTRUCTED IN TWO 3/4" LIFTS, WITH TACKCOAT BETWEEN LIFTS.
3. REINFORCED CONCRETE SLABS SHALL BE CONSTRUCTED OF CLASS I CONCRETE WITH A MINIMUM STRENGTH OF 3,000 PSI AND SHALL BE REINFORCED WITH A 6" x 6" NO. 6 GAUGE WIRE MESH.

C. INSTALLATION:

1. SUBGRADE FOR ROADWAY SHALL BE COMPACTED TO A MINIMUM OF 98% OF THE MAXIMUM DENSITY (AASHTO T-180), TO A MINIMUM 12" AND SHALL HAVE A MINIMUM LBR 40.
2. BASE COURSE MATERIAL FOR PAVED AREAS SHALL BE A MINIMUM THICKNESS OF 6" PLACED IN ONE LIFT. BASE COURSE MATERIAL SHALL HAVE A MINIMUM MARSHALL STABILITY OF 1000, UNLESS OTHERWISE INDICATED (OR LBR-100).
3. BASE COURSE SHALL BE COMPACTED TO 98% OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
4. INSTALLATION OF THE WEARING SURFACE SHALL CONFORM TO THE REQUIREMENTS OF THE D.O.T. STANDARD SPECIFICATIONS FOR TYPE S-III ASPHALTIC CONCRETE OR THE LATEST REVISION.

D. TESTING

1. THE FINISHED SURFACE OF THE BASE COURSE AND THAT OF THE WEARING SURFACE SHALL NOT VARY MORE THAN 1/4" FROM THE TEMPLATE. ANY IRREGULARITIES EXCEEDING THIS LIMIT SHALL BE CORRECTED.
2. DENSITY TESTS SHALL BE TAKEN BY AN INDEPENDENT TESTING LABORATORY CERTIFIED BY THE STATE OF FLORIDA, WHERE DIRECTED BY THE ENGINEER.
3. ALL TESTING COSTS (PAVING) SHALL BE PAID FOR BY THE CONTRACTOR.
4. DENSITY TESTS ON THE STABILIZED SUBGRADE SHALL BE SUPPLIED TO THE ENGINEER OF RECORD AND GEOTECHNICAL ENGINEER, AND APPROVED BEFORE ANY BASE IS CONSTRUCTED.
5. DENSITY TESTS AND "AS-BUILTS" ON THE FINISHED BASE SHALL BE SUPPLIED TO THE GEOTECHNICAL ENGINEER, AND APPROVED BEFORE ANY ASPHALT PAVEMENT IS CONSTRUCTED.

DATUM NOTE:

ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988, AS ESTABLISHED BY THE CITY OF BRADENTON "NATHAN" BENCHMARK

FEMA NOTE:

ACCORDING TO COMMUNITY PANEL NO. 12081C0301E., DATED MARCH 17, 2014 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM MAP, THIS PROPERTY IS WITHIN FLOOD ZONE "X", (AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN), WHICH IS NOT A SPECIAL FLOOD HAZARD AREA. IF THIS SITE IS NOT WITHIN AN IDENTIFIED SPECIAL FLOOD HAZARD AREA, THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

DEWATERING NOTE:

CONTRACTOR SHALL SUBMIT DEWATERING PLAN TO THE DISTRICT 14 DAYS PRIOR TO COMMENCEMENT, SUBJECT PLANS SHALL BE REVISED AS NECESSARY.

LEGEND

PROPERTY LINE	
PROP. ASPHALT PAVING	
PROP. CONCRETE SIDEWALK	
PROP. STANDARD DUTY CONCRETE	
PROP. HEAVY DUTY CONCRETE	
PROP. SPOT ELEVATION	G 39.96
EX. STORM SEWER	
PROP. STORM SEWER	
PROP. GRATE INLET	
PROP. STORM CLEANOUT	C/O
PROP. STORM MANHOLE	
RIDGE LINE	
PROP. BORE LOCATIONS	S4

STORM DRAINAGE NOTES:

A. GENERAL:

1. DISTANCES AND LENGTHS OF PIPE SHOWN ON PLANS ARE REFERENCED TO THE CENTER OF STRUCTURES.

B. MATERIALS:

1. REINFORCED CONCRETE PIPE (RCP) SHALL MEET THE REQUIREMENTS OF ASTM C-76, CLASS III, WALL THICKNESS "B", LATEST REVISION. RUBBER GASKETS OR OTHER MANUFACTURER SUPPLIED JOINT SEALER SHALL BE USED.
2. ALL PVC DRAINAGE PIPE AND FITTINGS SHALL BE NON-PRESSURE POLYVINYL CHLORIDE (PVC) PIPE CONFORMING TO ASTM D 3034, SDR 35, WITH PUSH-ON RUBBER GASKET JOINTS.
3. ALL HIGH DENSITY POLYETHYLENE PIPE AND FITTINGS SHALL MEET THE REQUIREMENTS OF AASHTO M - 294 LATEST REVISIONS. ALL PIPING TO BE NON-PERFORATED TUBING.

C. INSTALLATION:

1. PIPE SHALL BE PLACED ON A MINIMUM OF 8" STABLE GRANULAR MATERIAL FREE OF ROCK FORMATION AND OTHER FOREIGN FORMATIONS, AND CONSTRUCTED TO A UNIFORM GRADE AND LINE.
2. BACKFILL MATERIAL SHALL BE WELL GRADED GRANULAR MATERIAL, WELL TAMPED IN LAYERS NOT TO EXCEED 6" TO A HEIGHT OF 12" ABOVE PIPE AS SHOWN ON THE PLANS.
3. PROVIDE A MINIMUM PROTECTIVE COVER OF 18" OVER STORM SEWER AND AVOID UNNECESSARY CROSSING BY HEAVY CONSTRUCTION VEHICLES DURING CONSTRUCTION.

D. CONNECTIONS TO EXISTING STORM STRUCTURES:

1. THE HOLE INTO THE EXISTING STRUCTURE SHALL BE SAW CUT OR CORE DRILLED.
2. USE NON-SHRINKING GROUT TO FILL ALL GAPS AROUND THE JOINT.
3. AFTER PIPE IS CONNECTED WITH THE INLET, THE END OF THE PIPE MUST BE CUT FLUSH WITH THE INSIDE SURFACE OF THE INLET.
4. REFER TO F.D.O.T. STANDARD PLAN INDEX 425-001 FOR FILTER FABRIC WRAP ON GROUTED PIPE TO STRUCTURE JOINT DETAIL.

THIS PLAN TO BE UTILIZED FOR SITE GRADING PURPOSES ONLY

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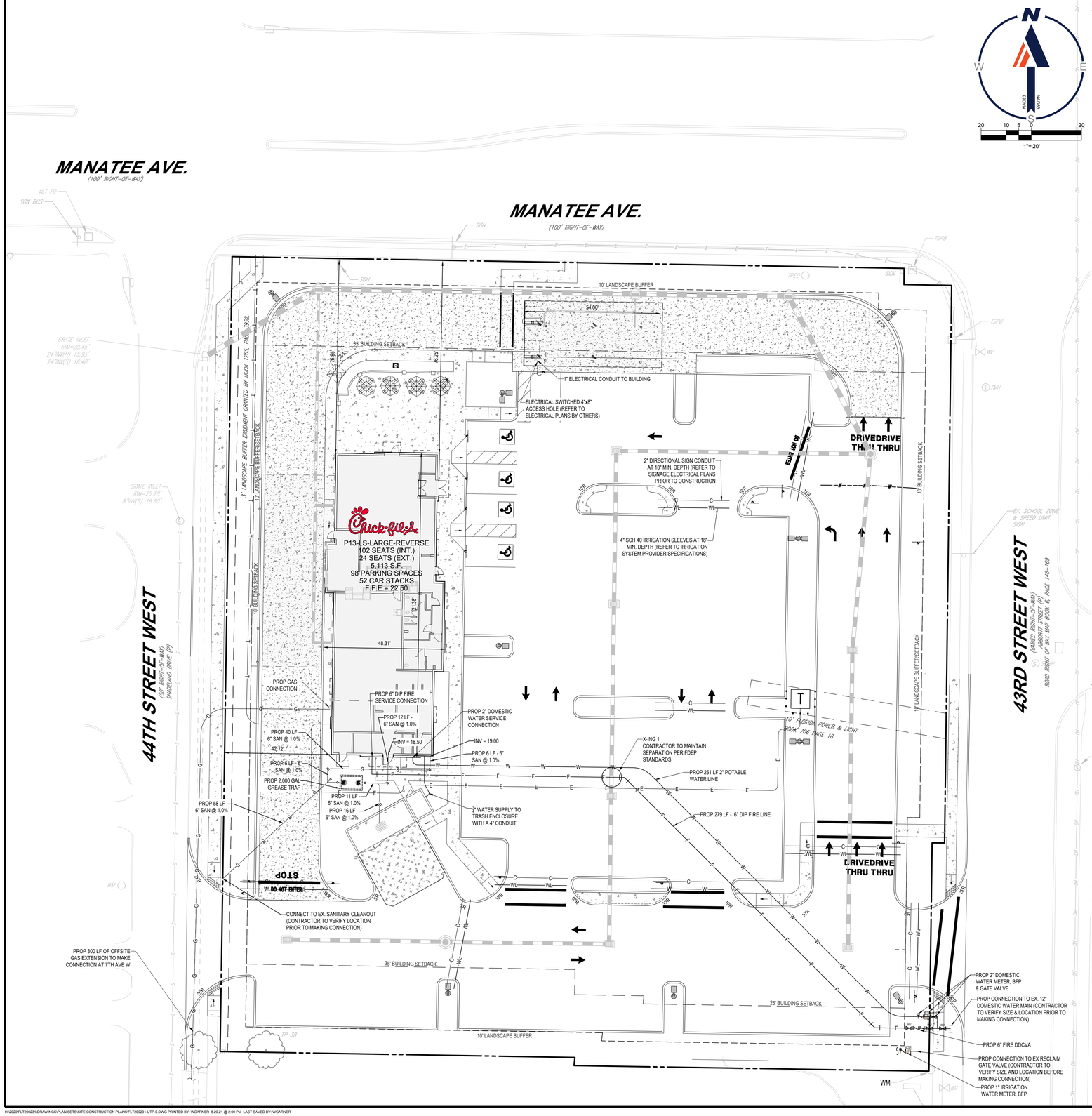
SHEET TITLE
GRADING AND DRAINAGE PLAN

DWG EDITION 02.4

☒ PRELIMINARY
☐ 80% SUBMITTAL
☐ FOR CONSTRUCTION

JOB NO.	FLT200231
STORE	#04872
DATE	04/01/2021
DRAWN BY	JRT
CHECKED BY	EWS
CAD ID	SPP-0

SHEET
C-3.0



GENERAL NOTE:

ALL ONSITE WATER AND SEWER DISTRIBUTION/COLLECTION LINES/MAINS TO BE PRIVATELY OWNED & MAINTAINED UNLESS OR UNTIL A UTILITY EASEMENT IS DESCRIBED & APPROVED BY ALL INVOLVED PARTIES.

SANITARY SEWER NOTES:

A. GENERAL:

1. DISTANCE AND LENGTHS SHOWN ON PLANS AND PROFILE DRAWINGS ARE REFERENCED TO THE CENTER OF STRUCTURES.
2. PRIOR TO COMMENCING CONSTRUCTION, CONTRACTOR TO TELEVISE EXISTING SANITARY SEWER LINE FROM POINT OF CONNECTION THROUGH THE NEXT SEQUENTIAL DOWNSTREAM RUN OF PIPE. ADDITIONALLY, PRIOR TO COMPLETION OF CONSTRUCTION, CONTRACTOR SHALL TELEVISE THE NEWLY INSTALLED SANITARY SEWER MAIN TO ENSURE NO DIPS OR DEBRIS WITHIN LINE.
3. EXISTING SERVICES WITHIN MANHOLES SHALL BE RELOCATED TO NEW SEWER.
4. BYPASS PUMPING MAY BE REQUIRED AND SANITARY SERVICE MAINTAINED WHILE EXISTING SEWER IS BEING REPLACED.
5. CONTRACTOR WILL BE REQUIRED TO COORDINATE WITH CITY WITH MAKING CONNECTION TO PUMP STATION / MANHOLE.
6. CONTRACTOR MUST COORDINATE WITH CITY AND SHOPPING CENTER AND PROVIDE AT LEAST 48-HOURS NOTICE PRIOR TO REPLACING SERVICES.

B. MATERIALS:

1. ALL PVC SEWER PIPE AND FITTINGS SHALL BE NON-PRESSURE POLYVINYL CHLORIDE (PVC) PIPE CONFORMING TO ASTM D 3034, SDR 26, WITH PUSH-ON RUBBER GASKET JOINTS.
2. ALL FITTINGS AND ACCESSORIES SHALL BE AS MANUFACTURED OR SUPPLIED BY THE PIPE MANUFACTURER OR APPROVED EQUAL.
3. ALL SANITARY CLEANOUTS WITHIN PAVEMENT SHALL HAVE A LID THAT IS H20 LOADING.

C. INSTALLATION:

1. PIPE AND FITTINGS:
   a. SEWER PIPE SHALL BE INSTALLED IN ACCORDANCE WITH ASTM D2321, AND THE UNI-BELL PLASTICS PIPE ASSOCIATION'S 'RECOMMENDED PRACTICE FOR THE INSTALLATION OF PVC SEWER PIPE.
   b. BEDDING AND INITIAL BACKFILL (12") OVER SEWER MAINS AND SERVICES SHALL BE SAND WITH NO ROCK LARGER THAN 1" IN DIAMETER. PEA ROCK OR 3/4 " WASHED ROCK WILL BE USED IN WATER OR WHERE UNSUITABLE BEDDING EXISTS. ALL OTHER FILL SHALL NOT HAVE ROCK LARGER THAN 6" IN DIAMETER.
2. CLEANOUTS:
   a. CLEANOUTS SHALL BE SET PLUMB TO LINE AND GRADE ON FIRM CLEAN SUBGRADE PROVIDING UNIFORM BEARING UNDER THE BASE.
   b. ALL OPENINGS AND JOINTS SHALL BE SEALED WATER-TIGHT.
3. SERVICE:
   a. MINIMUM SLOPE OF ALL SERVICE LINES SHALL BE 1.00%.
   b. EACH SERVICE CONNECTION SHALL BE PLUGGED WATER-TIGHT WITH AN APPROVED PLUG.
   c. CONNECTION OF SERVICES TO BUILDING'S PLUMBING SHALL BE COORDINATED WITH THE ARCHITECTURAL DRAWINGS.

D. TESTING:

1. AFTER CONSTRUCTION OF THE SEWER SYSTEM, THE ENGINEER MAY REQUIRE A VISUAL INFILTRATION AND/OR EXFILTRATION TEST TO BE PERFORMED ON THE ENTIRE SYSTEM OR ANY PART THEREOF.
2. AN AIR TEST MAY BE SUBSTITUTED FOR THE WATER EXFILTRATION TEST, UPON APPROVAL OF THE ENGINEER.
3. SEWER PIPE LEAKAGE ALLOWABLE SHALL NOT EXCEED 150 GALLONS PER DAY PER INCH DIAMETER PER MILE IN A TWO HOUR TEST PERIOD FOR ANY SECTION TESTED. NO VISIBLE LEAKAGE SHALL BE ALLOWED.
4. CONTRACTOR IS RESPONSIBLE FOR CORRECTING ANY DEFICIENCIES PRIOR TO THE CERTIFICATION TO ANY AGENCY.
5. GENERAL CONTRACTOR SHALL EMPLOY AN INDEPENDENT INSPECTOR FOR 1--% CONTINUOUS INSPECTION OF THE BEDDING AND BACKFILL OPERATION. COMPACTION TEST SHALL BE TAKEN AT THE BOTTOM OF TRENCH AND AT EACH LIFT OF BACKFILL.
6. GENERAL CONTRACTOR SHALL EMPLOY A LICENSED SURVEYOR AS-BUILT TOP OF PIPE ELEVATIONS TAKEN WHEN BEDDING OPERATIONS IS 75% COMPLETE. THESE ELEVATIONS SHALL BE TAKEN AT POINTS OF CONNECTION, CHANGES IN DIRECTION AND AT MINIMUM 20' INTERVALS ALONG THE LENGTH OF THE PIPE. THESE ELEVATIONS SHALL BE RECORDED AS AS-BUILT DIMENSIONS ON SITE PLAN REVIEW BY PROJECT ENGINEER.
7. ALL SANITARY LINES ARE TO BE FLUSHED PRIOR TO CONTRACTOR TURNOVER OF THE FACILITY.

WATER DISTRIBUTION NOTES:

1. CONTRACTOR SHALL FOLLOW GUIDELINES AND PROCEDURES OUTLINED BY UTILITY PROVIDER, AND HAVE UTILITY PROVIDER'S MANUAL ON-SITE AT ALL TIMES. THIS POLICY MANUAL SHALL BE CONSIDERED PART OF THE CONSTRUCTION DOCUMENTS AS IT PERTAINS TO APPROVED MATERIALS, INSTALLATION METHODS, INSPECTION NOTIFICATION AND AS-BUILT/PROJECT CLOSEOUT REQUIREMENTS.
2. ALL HIGH DENSITY POLYETHYLENE PIPE AND FITTINGS SHALL MEET THE REQUIREMENTS OF AASHTO M - 294 LATEST REVISIONS. ALL PIPING TO BE NON-PERFORATED TUBING.
3. CONTRACTOR TO COORDINATE WITH COUNTY AND ADJACENT PROPERTY OWNERS AND BUSINESSES FOR ANY ANTICIPATED WATER INTERRUPTIONS FOR CONNECTION TO EXISTING WATER LINE
4. CONTRACTOR TO DEFLECT OR BEND WATER LINES AS NECESSARY TO MAINTAIN 12" VERTICAL SEPARATION FROM STORM SEWER PER FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

SANITARY SEWER GRAVITY NOTES:

1. IF REQUIRED, THE CONTRACTOR SHALL RECONSTRUCT THE BENCH IN THE EXISTING MANHOLE TO ACCOMMODATE THE NEW FLOW DIRECTION.
2. WASTEWATER FLOW IN THE EXISTING SEWER MUST BE MAINTAINED DURING THE INSTALLATION OF THE LATERAL. IF A BY-PASS IS REQUIRED, THE CONTRACTOR MUST SUBMIT DETAILS OF THE SYSTEM FOR REVIEW AND APPROVAL TO THE MANATEE COUNTY PUBLIC WORKS DEPARTMENT PRIOR TO STARTING CONSTRUCTION.

DATUM NOTE:

ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988, AS ESTABLISHED BY THE CITY OF BRADENTON "NATHAN" BENCHMARK

FEMA NOTE:

ACCORDING TO COMMUNITY PANEL NO. 12081C0301E , DATED MARCH 17, 2014 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM MAP, THIS PROPERTY IS WITHIN FLOOD ZONE "X", (AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN), WHICH IS NOT A SPECIAL FLOOD HAZARD AREA. IF THIS SITE IS NOT WITHIN AN IDENTIFIED SPECIAL FLOOD HAZARD AREA, THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

THIS PLAN TO BE UTILIZED FOR UTILITY PURPOSES ONLY

LEGEND

EX. UNDERGROUND WATER LINE	W W
EX. UNDERGROUND ELECTRIC LINE	E E
EX. STORM SEWER	
EX. SANITARY SEWER MAIN	S S
EX. FORCE MAIN	FM FM
EX. GAS LINE	G G
EX. OVERHEAD LINE	OH OH
EX. SANITARY MANHOLE	
PROP UNDERGROUND WATER LINE	W W
PROP UNDERGROUND ELECTRIC LINE	E E
PROP STORM SEWER	
PROP SANITARY SEWER MAIN	S S
PROP SANITARY FORCE MAIN	FM FM
PROP GAS LINE	G G
PROP OVERHEAD LINE	OH OH
PROP SANITARY CLEANOUT	
PROP BACKFLOW PREVENTER	
PROP WATER METER	
PROP WATER VALVE	
PROP GREASE TRAP	

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SHEET TITLE
PLUMBING SITE PLAN

DWG EDITION 02.4

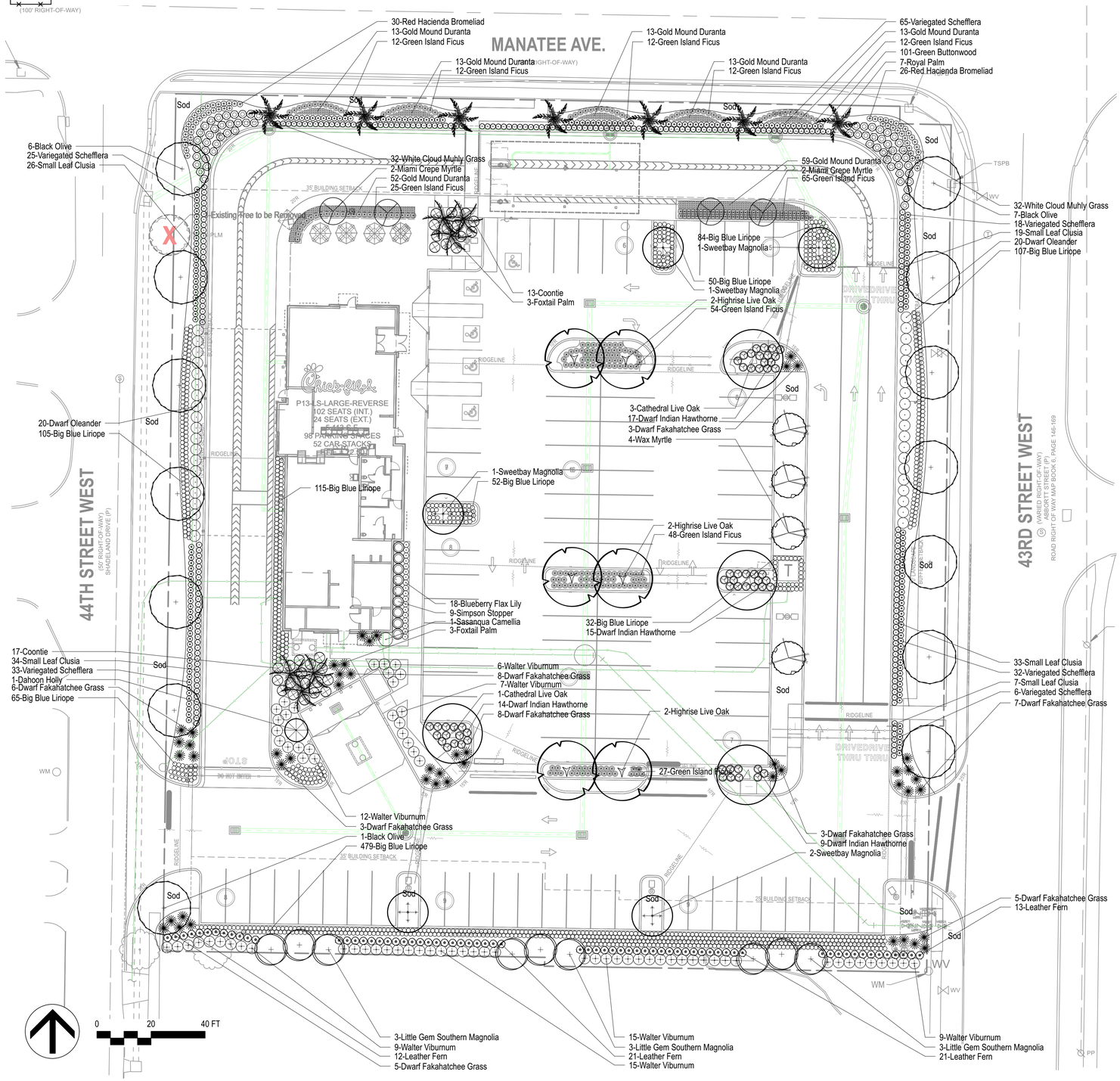
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LEGEND

- X — EXISTING TREE TO BE REMOVED
- ● — EXISTING TREE TO REMAIN
- TREE PROTECTION FENCING (100' RIGHT-OF-WAY)



PLANT LIST

Qty	Botanical Name	Common Name	Scheduled Size	Remarks
	Trees			
14	Bucida buceras	Shady Lady Black Olive	3" Cal.; 12'Hgt.	B & B
1	Ilex cassine	Dahoon Holly	7'-8' Hgt.	Full to ground
4	Lagerstroemia x 'Miami'	Miami Crepe Myrtle	7'-8" Hgt.	Multi-Trunked
9	Magnolia grandiflora 'Little Gem'	Little Gem Southern Magnolia	8'-9' Hgt.	
5	Magnolia virginiana	Sweetbay Magnolia	10'-12' Hgt.	Multi-stem
4	Myrica cerifera	Wax Myrtle	7'-8' Hgt.	Tree-form
6	Quercus virginiana 'Highrise'	Highrise Live Oak	3" Cal.; 12'Hgt.	B & B
4	Quercus virginiana 'SDLN'	Cathedral Live Oak	3" Cal.; 12'Hgt.	B & B
7	Roystonea regia	Royal Palm	18' GW	Matched
6	Wodyetia bifurcata	Foxtail Palm	12'-14' O.A. Hgt.	
	Shrubs			
67	Acrostichum danaeifolium	Leather Fern	3 Gal.	Plant 36" O.C.
56	Aechmea hacienda	Red Hacienda Bromeliad	3 Gal.	
1	Camellia sasanqua	Sasanqua Camellia	7 Gal.	
119	Clusia guttifera	Small Leaf Clusia	3 Gal.	Plant 24" O.C.
101	Conocarpus erectus	Green Buttonwood	24" Hgt x 24" Spr.	Plant 24" O.C.
18	Dianella tasmanica 'Blueberry'	Blueberry Flax Lily	1 Gal.	Plant 24" O.C.
279	Ficus microcarpa 'Green Island'	Green Island Ficus	3 Gal.	Plant 18" O.C.
64	Muhlenbergia capillaris 'White Cloud'	White Cloud Muhly Grass	3 Gal.	
9	Myrcianthos fragrans	Simpson Stopper	3 Gal.	
40	Nerium oleander 'Petite Pink'	Dwarf Oleander	3 Gal.	
55	Raphiolepis umbellata 'Enchantress'	Dwarf Indian Hawthorne	3 Gal.	
179	Schefflera arboricola 'Trinette'	Variegated Schefflera	3 Gal.	Plant 24" O.C.
48	Tripsacum floridana	Dwarf Fakahatchee Grass	3 Gal.	
73	Viburnum obovatum 'Reifler's Dwarf'	Walter Viburnum	36" Hgt.	
30	Zamia pumila	Coontie	3 Gal.	
	Groundcovers			
176	Duranta erecta 'Gold Mound'	Gold Mound Duranta	3 Gal.	Plant 18" O.C.
1089	Liriope muscari 'Big Blue'	Big Blue Liriope	1 Gal.	Plant 18" O.C.
	Other			

LANDSCAPE REQUIREMENTS — City of Bradenton

A. BUFFER STRIP ALONG ROW

REQUIRED 1. "Landscape Materials plus 1 Native Tree per 50 LF

Manatee Ave	287 LF/50 LF	=	6 Trees
44th Street West	311 LF/ 50 LF	=	7 Trees
43rd Street West	320 LF/ 50 LF	=	7 Trees

2. Hedge shall be a minimum height of 24"

PROVIDED 1. Manatee Ave. : 7 Royal Palms; 7 Total Trees
44th Street West: 7 Shady Lady Black Olive; 7 Total Trees
43rd Street West: 7 Shady Lady Black Olive; 7 Total Trees
2. Hedge is a Minimum Hgt. of 24"

B. BUFFER STRIP ALONG INTERIOR PROPERTY LINE

REQUIRED 1. "Landscape Materials plus 1 Native Tree per 75 LF
Buffer 281 LF / 75 LF = 4 Trees

PROVIDED 1. Buffer: 9 Little Gem Magnolias; 9 Total Trees

C. BUFFER ABUTTING RESIDENTIAL

REQUIRED 1. *Landscape Materials 80% opaque between 2' - 6' Height in the rear of property

PROVIDED 1. Buffer is a minimum of 80% opaque and and 36" Hgt.

D. ADDITIONAL LANDSCAPING ON INTERIOR OF PARKING AREA

REQUIRED 1. 10 SF of landscape for each parking space (excluding perimeter)
71 Spaces x 10 = 710 SF
2. 10 SF of landscape area with *Landscape Materials for each 800 SF of pavement not used for parking and 1 Tree per 200 SF of interior landscape
18,394 SF / 800 SF = 23 x 10 SF = 230 SF Landscape Area

PROVIDED 1. 1,850 SF of Landscape
2. 724 SF of Landscape Area

E. FOUNDATION PLANTINGS

REQUIRED 1. 100 SF of planting per 1500 SF of ground floor area
5,113 SF / 1500 = 3.4 x 100 = 340 SF

PROVIDED 1. 1667 SF of planting
*Landscape Materials - Any combination of native plant materials such as, but not limited to, grass, ground cover, shrubs, vines, hedges, trees or palms and non-living durable material commonly used in landscaping such as rocks, pebbles, sand and walls.

LANDSCAPE NOTES

SOUTHEAST

1. Landscape Contractor to read and understand the Landscape Specifications (sheet L-102) prior to finalizing bids. The Landscape Specifications shall be adhered to throughout the construction process.
2. Contractor is responsible for locating and protecting all underground utilities prior to digging.
3. Contractor is responsible for protecting existing trees from damage during construction.
4. All tree protection devices to be installed prior to the start of land disturbance, and maintained until final landscaping.
5. All tree protection areas to be protected from sedimentation.
6. All tree protection fencing to be inspected daily, and repaired or replaced as needed.
7. No parking, storage or other construction activities are to occur within tree protection areas.
8. All planting areas shall be cleaned of construction debris (ie. concrete, rock, rubble, building materials, etc) prior to adding and spreading of the topsoil.
9. General Contractor is responsible for adding a min of 4" clean friable topsoil in all planting beds and all grassed areas. Graded areas to be held down the appropriate elevation to account for topsoil depth. See Landscape Specifications for required topsoil characteristics.
10. In all parking lot islands, the General Contractor is responsible to remove all debris, fracture/loosen subgrade to a min. 24" depth. Add topsoil to a 6"-8" bermed height above island curbing; refer to landscape specifications and landscape island detail.
11. Prior to beginning work, the Landscape Contractor shall inspect the subgrade, general site conditions, verify elevations, utility locations, irrigation, approve topsoil provided by the General Contractor and observe the site conditions under which the work is to be done. Notify the General Contractor of any unsatisfactory conditions, work shall not proceed until such conditions have been corrected and are acceptable to the Landscape Contractor.
12. Any deviations from the approved set of plans are to be approved by the Landscape Architect.
13. Landscaping shall be installed in conformance with ANSI Z60.1 the "American Standard for Nursery Stock" and the accepted standards of the American Association of Nurserymen.
14. Existing grass in proposed planting areas shall be killed and removed. Hand rake to remove all rocks and debris larger than 1 inch in diameter, prior to adding topsoil and planting shrubs.
15. Soil to be tested to determine fertilizer and lime requirements prior to laying sod.
16. Annual and perennial beds: add min. 4 inch layer of organic material and till to a min. depth of 12 inches. Mulch annual and perennial beds with 2-3 inch depth of mini nuggets.
17. All shrubs beds (existing and new) to be mulched with a min. 3 inch layer of mulch (double shredded hardwood mulch).
18. Planting holes to be dug a minimum of twice the width of the root ball, for both shrub and tree. Set plant material 2-3" above finish grade. Backfill planting pit with topsoil and native excavated soil.
19. Sod to be delivered fresh (Cut less than 24 hours prior to arriving on site), laid immediately, rolled, and watered thoroughly immediately after planting. Edge of sod at planting beds are to be "V" trenched; see Landscape Details.
20. Any existing grass disturbed during construction to be fully removed, regraded and replaced. All tire marks and indentions to be repaired.
21. Water thoroughly twice in first 24 hours and apply mulch immediately.
22. The Landscape Contractor shall guarantee all plants installed for one full year from date of acceptance by the owner. All plants shall be alive and at a vigorous rate of growth at the end of the guarantee period. The Landscape Contractor shall not be responsible for acts of God or vandalism. See Landscape Specifications for Warranty requirements/expectations.
23. Any plant that is determined dead, in an unhealthy, unsightly condition, lost its shape due to dead branches, or other symptoms of poor, non-vigorous growth, shall be replaced by the Landscape Contractor. See Landscape Specifications for warranty requirements/expectations.
24. Site to be 100% irrigated in all planting beds and grass area by an automatic underground Irrigation System. See Irrigation Plan L-200 for design. Irrigation as-built shall be provided to the Landscape Architect within 24 hours of irrigation install completion.
25. Stake all evergreen and deciduous trees as shown in the planting detail and as per the Landscape Specifications.
26. Remove stakes and guying from all trees after one year from planting.

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Landscape Architecture
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REGISTERED LANDSCAPE ARCHITECT
STEPHEN L MANLEY
LA 0666737
STATE OF FLORIDA

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BRADENTON FSU
4311 Manatee Ave W
Bradenton, FL 34209

FSU# 04871

REVISION SCHEDULE

NO.	DATE	DESCRIPTION

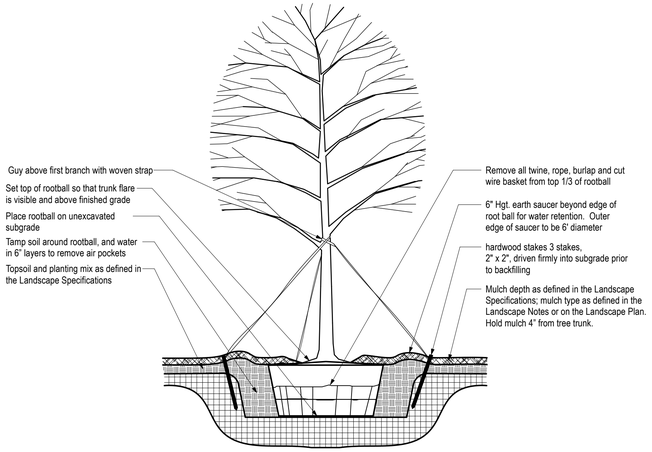
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SHEET
Landscape Plan

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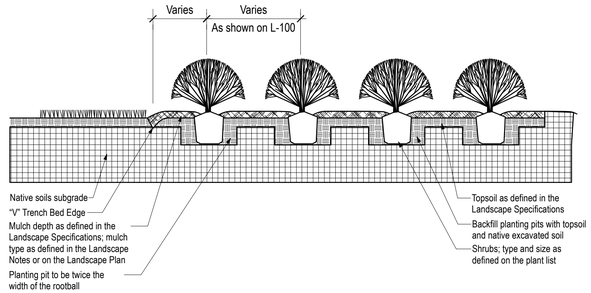
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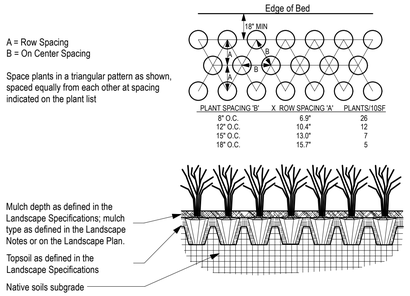
NOTE

1. Hole to be twice the width of the rootball.
2. Do not heavily prune tree at planting. Prune only crossover limbs, broken or dead branches; Do not remove the terminal buds of branches that extend to the edge of the crown.
3. Each tree must be planted such that the trunk flare is visible at the top of the rootball. Trees where the trunk flare is not visible shall be rejected. Do not cover the top of the rootball with soil. Mulch to be held back 4" away from trunk.
4. Remove Guy Wires and Staking when warranty period has expired (after one year).

1 TREE PLANTING & STAKING
SCALE: NTS



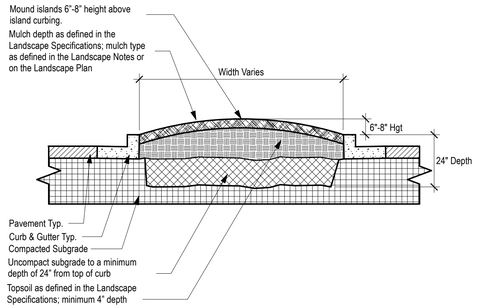
2 SHRUB BED PLANTING DETAIL
SCALE: NTS



NOTE

1. Space groundcover plants in accordance with indicated spacing listed on the plant list, or as shown on the landscape plan.
2. Adjust spacing as necessary to evenly fill planting bed with indicated quantity of plants.
3. Plant to within 24" of the trunks of trees and shrubs within planting bed and to within 18" of edge of bed.

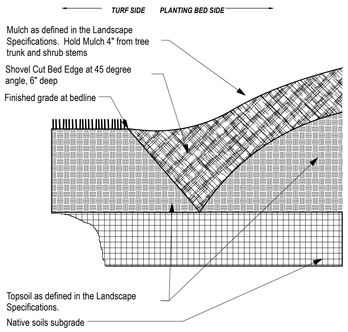
3 GROUNDCOVER PLANTING DETAIL
SCALE: NTS



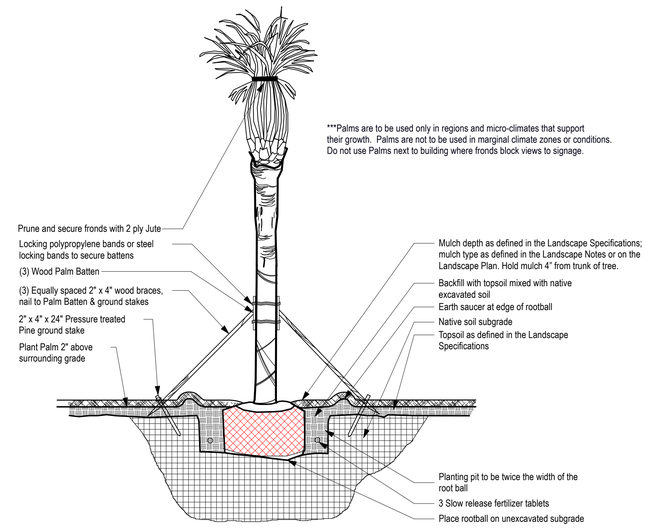
NOTE

1. Clean construction debris from within landscape island areas (ie. concrete, rocks, rubble, building materials, ect), prior to installing topsoil and plant material.
2. Fracture/loosen existing subgrade to a minimum 24" depth. Remove and replace any subgrade unsuitable for planting. Once subgrade is clean of debris and loosened, add topsoil to a minimum bermed 6"-8" height above island curbing.
3. Island plant material as per the Landscape Plan.
4. Install plant material as per tree, shrub and ground cover planting details, and as defined in the Landscape Specifications.
5. Install mulch or sod as specified on the Landscape Plan, and as defined in the Landscape Specifications.

4 PARKING ISLAND DETAIL
SCALE: NTS



6 "V" TRENCH BED EDGING
SCALE: NTS



7 PALM PLANTING & STAKING DETAIL
SCALE: NTS

Chick-fil-A
5200 Buffington Road
Atlanta, Georgia 30349-2998

manley LAND DESIGN
Landscape Architecture
770.442.8171 tel
770.442.1123 fax

Manley Land Design, Inc.
51 Old Canton Street
Alpharetta, Georgia 30009

manleylanddesign.com

REGISTERED LANDSCAPE ARCHITECT
STEPHEN L MANLEY
LA 6666777
STATE OF FLORIDA

CHICK-FIL-A
BRADENTON FSU
4311 Manatee Ave W
Bradenton, FL 34209

FSU# 04871

REVISION SCHEDULE

NO.	DATE	DESCRIPTION

MLD PROJECT #	2021129
PRINTED FOR	PERMIT
DATE	6.15.21
DRAWN BY	MB

Information contained on this drawing and in all digital files produced for above named project may not be reproduced in any manner without express written or verbal consent from authorized project representatives.

PERMIT

SHEET
Landscape Details

SHEET NUMBER
L-101

07/13/21 SCHOOL COMMENTS
PROJECT NAME: 4311 Manatee Ave W – SPECIAL USE
PLN: n/a
PROJECT #: PERMIT# 212802
VERSION #: n/a
CASE PLANNER: Myra Schwarz
DUE DATE:

ISSUES
To protect the health, safety and welfare of students, parents and staff of Miller Elementary School, the School District suggests that ingress and egress be on 44th Street West. 43rd Street West near Manatee Avenue is already heavily congested and adding additional vehicles traversing and possibly queueing in the area will greatly increase the congestion.

CONDITIONS
None at this time.

NOTES

OVERVIEW
The applicant requested approval for a Special Use Permit for the construction of a Chik-Fil-A at 4311 Manatee Ave West. Site Plan currently denotes ingress and egress on 43rd Street West and 44th Street West.

Return to:
City of Bradenton, Department of Planning & Community Development
101 12th St, Bradenton, FL 34205

Permit No. SU.21.2802

Meeting and Date Planning Commission - 9/15/2021

CITY OF BRADENTON AFFIDAVIT

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400 x 413 Fax: (941) 932-9534

Certification of Notice

Posting Prior to Public Hearing

I, Gregory Roth, hereby certify that a sign has been posted at 4311 MANATEE AVE W, BRADENTON, FL 34209, as of this date and for at least 10 days prior to the public hearing regarding the request of: Redevelopment of the existing financial building into a quick service restaurant with drive-thru.

Applicant's Signature

9/3/2021
Date

The foregoing instrument was acknowledged before me this 3rd day of September, 2021 by Gregory Roth, ~~who produced as identification~~ who is known to me.

SAMANTHA HARLAN
MY COMMISSION # GG140418
EXPIRES: September 04, 2021

Notary Public, State of Florida & Seal

44 St W

RIGHT LANE
MUST
TURN RIGHT

OPTIMUS

FOR LEASE

AMANDA R. ORTIZ

NOTICE OF PUBLIC HEARING

On September 15, 21, at 2:00 P.M. in City Hall Council Chambers, located at 101 Old Main St. Bradenton, FL 34205, the City of Bradenton Planning Commission will hear the following:

S.U. 21-2802 for property located at 438 Manatee Ave W, Bradenton, FL 34208, PARCEL ID: 3448706056 for a Special Use Permit to operate a Drive-Through Restaurant with over 20 seats in the SCC, Suburban Commercial Corridor, zoning District

For information call: (941) 932-9409 www.bradentonfl.gov

NOTICE OF PUBLIC HEARING

On September 13 2021 at 2:00 P.M. in City Hall Council Chambers, located at 101 Old Main St. Bradenton, FL 34205, the City of Bradenton Planning Commission will hear the following:

S.U. 21-2802 for property located at 4311 Manatee Ave West, Bradenton, FL, 34208, PARCEL ID: 3648700056 for a Special Use Permit to operate a Drive-through Restaurant with over 20 seats in the SCC, Suburban Commercial Corridor, zoning District.

For information call: (941) 932-9400

www.bradentonfl.gov

NOTICE OF PUBLIC HEARING

On September 15, 21, at 2:00 P.M. in City Hall Council Chambers, located at 101 Old Main St. Bradenton, FL 34205, the City of Bradenton PLANNING COMMISION will hear the following:

S.U. 21.2802 for property located at 4311 Manatee Ave West, Bradenton, FL, 34208. Parcel ID: 3648700056 for a Special Use Permit to operate a Drive-through Restaurant with over 20 seats in the SCC, Suburban Commercial Corridor, zoning district.

For information call: (941) 932-9400

www.bradentonfl.gov

Return to:
City of Bradenton, Department of Planning & Community Development
101 12th St, Bradenton, FL 34205

Permit No. SU.21.2802

Meeting and Date City Council -10/13/2021

CITY OF BRADENTON AFFIDAVIT

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400 x 413 Fax: (941) 932-9534

Certification of Notice

Posting Prior to Public Hearing

I, Gregory Roth, hereby certify that a sign has been posted at 4311 MANATEE AVE W, BRADENTON, FL 34209, as of this date and for at least 10 days prior to the public hearing regarding the request of: Redevelopment of the existing financial building into a quick service restaurant with drive-thru.

Gay Roth

Applicant's Signature

10/1/2021

Date

The foregoing instrument was acknowledged before me this 1st day of October, 2021, who ~~produced as identification~~ personally Known to me.

SAMANTHA L. HARLAN
Notary Public - State of Florida
Commission # HH 173060
My Comm. Expires Sep 7, 2025
Bonded through National Notary Assn.

Notary Public, State of Florida & Seal


44 St W
RIGHT LANE
MUST
TURN RIGHT
FOR LEASE
NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING

On OCTOBER 13, 21 at 6:30 P.M. in City Hall Council Chambers, located at 101 Old Main St. Bradenton, FL 34205, the City of Bradenton CITY COUNCIL will hear the following:

SPECIAL USE PERMIT SU-21-280 FOR PROPERTY LOCATED AT 4311 MANATEE AVE WEST BRADENTON, FL 34208 PARCEL ID: 3648700056 REQUEST FOR A SPECIAL USE PERMIT TO OPERATE A DRIVE-THROUGH RESTAURANT WITH OVER 20 SEATS IN THE SCC, SUBURBAN COMMERCIAL CORRIDOR ZONING DISTRICT

For information call: (941) 932-9400 www.bradenton5.gov

START CROSSING
Watch For Vehicles

DON'T START
Finish Crossing If Started

TIME REMAINING
To Finish Crossing

DON'T CROSS

PUSH BUTTON TO CROSS
43rd ST WEST

NOTICE OF PUBLIC HEARING

CITY COUNCIL

SPECIAL USE PERMIT, SU-21-2812 FOR PROPERTY LOCATED AT 4314 MANATEE AVE WEST BRADENTON FL 34209. PARCEL ID NUMBER: 364811609. REQUEST FOR A SPECIAL USE PURSUANT TO UPDATE A DRIVE THROUGH RESTAURANT WITH OVER 20 SEATS IN THE SCC, SUBURBAN COMMERCIAL CORRIDOR ZONING DISTRICT.

START CROSSING Watch For Vehicles

DON'T START Finish Crossing If Started

TIME REMAINING To Finish Crossing

DON'T CROSS

PUSH BUTTON TO CROSS MANATEE AVE

BROWN AND SONS FUNERAL HOME INC
5624 26TH ST W
BRADENTON, FL 34207-3515

BURGER DENNIS E
BURGER, JUDY M
611 44TH ST W
BRADENTON, FL 34209-3926

C & S PROPERTIES
1402 WILLOW OAK CIR
BRADENTON, FL 34209-7821

CHAFINS JERRY E
CHAFINS, SUSAN T
415 45TH ST W
BRADENTON, FL 34209

COHEN BRADENTON LLC
13701 NORTH KENDALL DR 204
MIAMI, FL 33186

COLB-BRANDENTON LLC
TAX DEPT 4TH FL
100 COLONIAL BANK BLVD
MONTGOMERY, AL 36117

DUPLEXES LLC
5507 37TH AVE E
BRADENTON, FL 34208-6826

EQUITY TRUST COMPANY
DURAN, PATRICIA IRA FBO
4204 PRO AM AVE E
BRADENTON, FL 34203

FRASHIER NATHAN M
CONNELLY, HOLLY E
629 44TH ST W
BRADENTON, FL 34209

GARBUS JOSEPH T
606 44TH ST W
BRADENTON, FL 34209

HUDDLESTON PAUL A
609 45TH ST W
BRADENTON, FL 34209

JBCC MANATEE AVE LLC
50 CENTRAL AVE STE 980
SARASOTA, FL 34236

KROTZER SHELLEY
603 44TH ST W
BRADENTON, FL 34209-3926

METZ ALICE LYNN
METZ, JOHN HOMER
306 GULF DR S
BRADENTON BEACH, FL 34217

ORTIZ JOHN III
ORTIZ, JENNIFER L
620 44TH ST W
BRADENTON, FL 34209

PURVIS JOHN EDWARD
PURVIS, HILDA E
808 45TH ST W
BRADENTON, FL 34209-3939

PYE TIMOTHY J
507 51ST ST MW
BRADENTON, FL 34209

REGIONS BANK NA
250 RIVERCHASE PKWY 600
BIRMINGHAM, AL 35244-1832

SAUNDERS FAMILY LIMITED PARTNERSHIP
1801 MAIN ST
SARASOTA, FL 34236-5911

SCHOOL BOARD OF MANATEE COUNTY
PO BOX 9069
BRADENTON, FL 34206

STATE OF FLORIDA
PO BOX 1249
BARTOW, FL 33831

VIDAKOVIC NICHOLAS A
VIDAKOVIC, ROSALIND V
601 45TH ST W
BRADENTON, FL 34209-3934

THANK YOU for your legal submission!

Your legal has been submitted for publication. Below is a confirmation of your legal placement. You will also receive an email confirmation.

ORDER DETAILS

Order Number:
IPL0039412
Order Status:
Submitted
Classification:
Legals & Public Notices
Package:
BRD - Legal Ads
Final Cost:
163.80
Payment Type:
Account Billed
User ID:
IPL0024553

ACCOUNT INFORMATION

CITY BRADENTON IP
1300 6TH STREET W
BRADENTON, FL 34205
941-932-9467
accountspayable@cityofbradenton.com
CITY BRADENTON

TRANSACTION REPORT

Date
August 31, 2021 4:28:58 PM EDT
Amount:
163.80

SCHEDULE FOR AD NUMBER IPL00394120

September 3, 2021
Bradenton Herald

PREVIEW FOR AD NUMBER IPL00394120

CITY OF BRADENTON, FLORIDA
NOTICE OF PUBLIC HEARING

The City of Bradenton Planning Commission will meet in regular session on Wednesday, September 15, 2021 at 2:00 p.m. in City Council Chambers, 101 Old Main Street, Bradenton to consider the following items at public hearing:

APPLICATION FOR A VARIANCE, VA.21.3458: Request by Luanne Hemann Wesley, agent for owner, Mark E. Hemann, for a Variance to reduce the side setback for an accessory shade structure from 5 feet to zero (0) in the R-1, Single-family Residential, zoning district. The property is located at 2402 21st Ave West, Bradenton, FL 34205, Parcel ID Number 4263200000.

APPLICATION FOR A VARIANCE, VA.21.3499 Request by Adan Castro, agent, for Enrique Castaneda, owner, for a Variance to allow placement of parking for an Accessory Dwelling Unit in the front yard, in the R-2, One- and two Family Residential zoning district. The property is located at 205 22nd Avenue West, Bradenton, FL 34205, Parcel ID Number 4531200006.

APPLICATION FOR SPECIAL USE PERMIT, SU.21.2109: Request by Benjamin Hollins, agent, for Facility Service Corporation and 1803 5th Street Land Trust DTD, owner, for a Special Use Permit for a Residential Care Center in the UCC, Urban Commercial Corridor, zoning district. The property is located at 1805 5th Street West, Bradenton, FL 34205, Parcel ID Number 4493800209.

APPLICATION FOR SPECIAL USE PERMIT, SU.21.2802: Request by Bohler Engineering, LLC, agent, for JBCC Manatee, LLC, owner, for a Special Use Permit to operate a Drive-through Restaurant with Over 20 Seats in the SCC, Suburban Commercial Corridor, zoning district. The property is located at 4311 Manatee Ave West, Bradenton, FL 34208, Parcel ID Number 3648700056.

APPLICATION FOR MAJOR PDP AMENDMENT, MA.21.2766: Request by Tim Ridner, agent, for Southern Hospitality Associates, LLC, Bradenton Land Company, LLC and Bradenton Land Company II, LLC, owners, for a Major Planned Development Project Amendment to increase the number of dwelling units from 584 to 696 units, in PDP zoning district. The property is generally located at 5055 3rd Avenue East, Bradenton, FL 34208, Parcel ID Numbers 1121000001, 1112000003, 1111900005, 1123900129, 1123900569, and 1123710759.

All interested persons and parties may appear either in person and be heard or submit written comments regarding the above matter to the Planning and Community Development Director and they will be heard and considered. The hearing may be continued from time to time as necessary. Copies of the application or further information may be obtained from Myra Schwarz, Development Services and Zoning Manager, Department of Planning and Community Development, 101 Old Main Street, Bradenton, Florida, 34205, or by calling (941) 932-9422.

Pursuant to Florida Statute 286.0105, if any person decides to appeal any decision made by the board, council, agency or commission at this meeting, such person will need a record of the proceedings, and for such purpose, may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City does not provide verbatim transcripts.

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:

City of Bradenton
ADA/Title VI Coordinator
101 Old Main Street
Bradenton, FL 34205
ADACoordinator@cityofbradenton.com
941-932-9470
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

W00000000
Publication Dates

<< Click here to print a printer friendly version >>

CITY OF BRADENTON, FLORIDA
NOTICE OF PUBLIC HEARING

The City of Bradenton City Council will meet in regular session on Wednesday, October 13, 2021 at 8:30 a.m. in City Council Chambers, 101 Old Main Street, Bradenton to consider the following items at public hearing:

APPLICATION FOR SPECIAL USE PERMIT, SU.21.2109: Request by Benjamin Hollins, agent, for Facility Service Corporation and 1803 5 th Street Land Trust DTD, owner, for a Special Use Permit for a Residential Care Center in the UCC, Urban Commercial Corridor, zoning district. The property is located at 1803 5 th Street West, Bradenton, FL 34205. Parcel ID Number 4493800209.

APPLICATION FOR SPECIAL USE PERMIT, SU.21.2802: Request by Bohler Engineering, LLC, agent, for JBCC Manatee, LLC, owner, for a Special Use Permit to operate a Drive-through Restaurant with Over 20 Seats in the SCC, Suburban Commercial Corridor, zoning district. The property is located at 4311 Manatee Ave West, Bradenton, FL 34208. Parcel ID Number 3648700056.

APPLICATION FOR MAJOR PDP AMENDMENT, MA.21.2766: Request by Tim Ridner, agent, for Southern Hospitality Associates, LLC, Bradenton Land Company, LLC and Bradenton Land Company II, LLC, owners, for a Major Planned Development Project Amendment to increase the number of dwelling units from 584 to 696 units, in PDP zoning district. The property is generally located at 5055 3rd Avenue East, Bradenton, FL 34208, Parcel ID Numbers 1121000001, 1112000003, 1111900005, 1123900129, 1123900569, and 1123710759.

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941-932-9470
TTY: 7-1-1 or 1-800-955-8771

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IPL0043317
Oct 1 2021

SPECIAL USE PERMIT NO. SU.21.2802

FINAL ORDER OF THE CITY COUNCIL FOR THE CITY OF BRADENTON GRANTING SPECIAL USE PERMIT NO. SU.21.2802 TO OPERATE A DRIVE-THROUGH RESTAURANT WITH OVER 20 SEATS IN THE SUBURBAN COMMERCIAL CORRIDOR ZONING DISTRICT , FOR A +/- 2.08-ACRE PARCEL LOCATED AT 4311 MANATEE AVE WEST, BRADENTON, FLORIDA, AND MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR FINDINGS OF FACT AND CONCLUSIONS OF LAW; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, JBCC Manatee, LLC (the "Property Owner"), owns the property located at 4311 Manatee Avenue West, Bradenton, FL, 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 Suburban Commercial Corridor (SCC); and

WHEREAS, the City of Bradenton Official Zoning Map classifies the Property under the Suburban Commercial Corridor (SCC) zoning district; and

WHEREAS, the City of Bradenton Land Use Regulations, Schedule 3.2.1.2, identifies uses in the SCC zoning district; and

WHEREAS, the City of Bradenton Land Use Regulations, Schedule 3.2.1.2, identifies Restaurants with Over 20 Seats as a Special Use in SCC zoning district; and

WHEREAS, the Property Owner submitted an application for a Special Use Permit to operate a Restaurant with Over 20 Seats; and

WHEREAS, the Planning Commission held a noticed public hearing on September 15, 2021, at which the Board received testimony and evidence from the applicant and City Planning staff; and

WHEREAS, the City Council held a noticed public hearing on October 13, 2021 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 develop the Property for the purposes of a Restaurant with Over 20 Seats, as shown on the Site Plan attached hereto as Exhibit "B".

c. The City's professional staff determined that the project as proposed is consistent with the Comprehensive Plan and meets the criteria for approval under the Land Use Regulations.

d. The City's professional staff recommended approval with the following stipulation a stipulation to address potential future traffic operational and safety conflicts.

e. The Planning Commission, which is designated as the local planning agency, determined that the project as proposed is consistent with the Comprehensive Plan and meets the criteria for approval under the Land Use Regulations.

f. The Planning Commission recommended approval with the staff recommended stipulation.

The proposed use, with applicable stipulations, meets Section 3.3.2 of the Land Use Regulations, as further described below.

a. The tract of land is suitable for the type of use proposed by virtue of its location, topography, shape and the nature of surrounding development.
b. Access points are located so as to best suit the use and property.
c. All buildings are located an adequate distance from property lines and streets, including a reduction of the required 10-foot landscape buffer on the east perimeter .to recognize the encroachment of existing parking.
d. Sufficient screening is provided to protect surrounding properties from view of the premises or noises from the use.
e. Adequate 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, are provided.
f. Off-street parking and loading areas are appropriately located and designed to address "e" above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.
g. Refuse and service areas are appropriately located and designed to address availability, adequacy and effect upon surrounding properties.
h. Utilities are available and adequate to serve the property in a similar manner to surrounding properties.
i. Any nuisance or hazardous feature of the use is adequately screened, buffered or separated.
j. Proposed signage and exterior lighting adequately address glare, traffic safety and compatibility and harmony with surrounding properties.
k. The proposed use does not hinder the development of nearby vacant properties or adversely affect their economic value.
l. The land and/or building which are to be used are adequate.

m. The use is generally compatible with adjacent properties and other property in the district, including proposed hours of operation.
n. The proposed use will not adversely affect the environmental quality of the district.
o. The proposed use is consistent with the City's Comprehensive Plan.

Section 2. Order. Based upon the foregoing, a Special Use Permit is hereby approved and issued for the Property, to allow a Restaurant with Over 20 Seats, as shown on the Site Plan attached hereto as Exhibit "B", with the following stipulation:

In the event City staff determines that the project's actual traffic impacts create safety or operational conflicts with the existing elementary school, then City staff may require the Property Owner to implement additional or modified traffic control measures as may be necessary to address the condition. Such measures may include but are not limited to the following:

a. Change of circulation patterns in the parking lot;
b. Use of parking lot for drive-through circulation during peak hours;
c. Additional directional markings and signage;
d. Changes in hours of operation of drive-through;
e. Hiring of increased Police presence for traffic control;
f. Possible right-turn only exit from 43rd Street West access point; and,
g. Any other traffic control devices or practices as required by City staff.

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 Order 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 Special Use Permit which shall remain in full force and effect.

Section 5. Effective Date. This Order shall be effective upon adoption.

ORDERED ON BEHALF OF THE CITY OF BRADENTON this 13th day of October, 2021.

THE CITY OF BRADENTON, BY AND THROUGH THE CITY COUNCIL OF THE CITY OF BRADENTON

ATTEST:

Tamara Melton CITY CLERK	Gene Brown MAYOR

EXHIBIT A

Legal Description for Special Use Permit No. SU.21.2802
Use: Restaurant with Over 20 Seats
Applicant: Bohler Engineering, LLC, agent for JBCC Manatee, LLC, owner
Address: 4311 Manatee Avenue West, Bradenton, FL

A parcel of land lying in Section 28, Township 34 South, Range 17 East, Manatee County, Florida, described as follows:

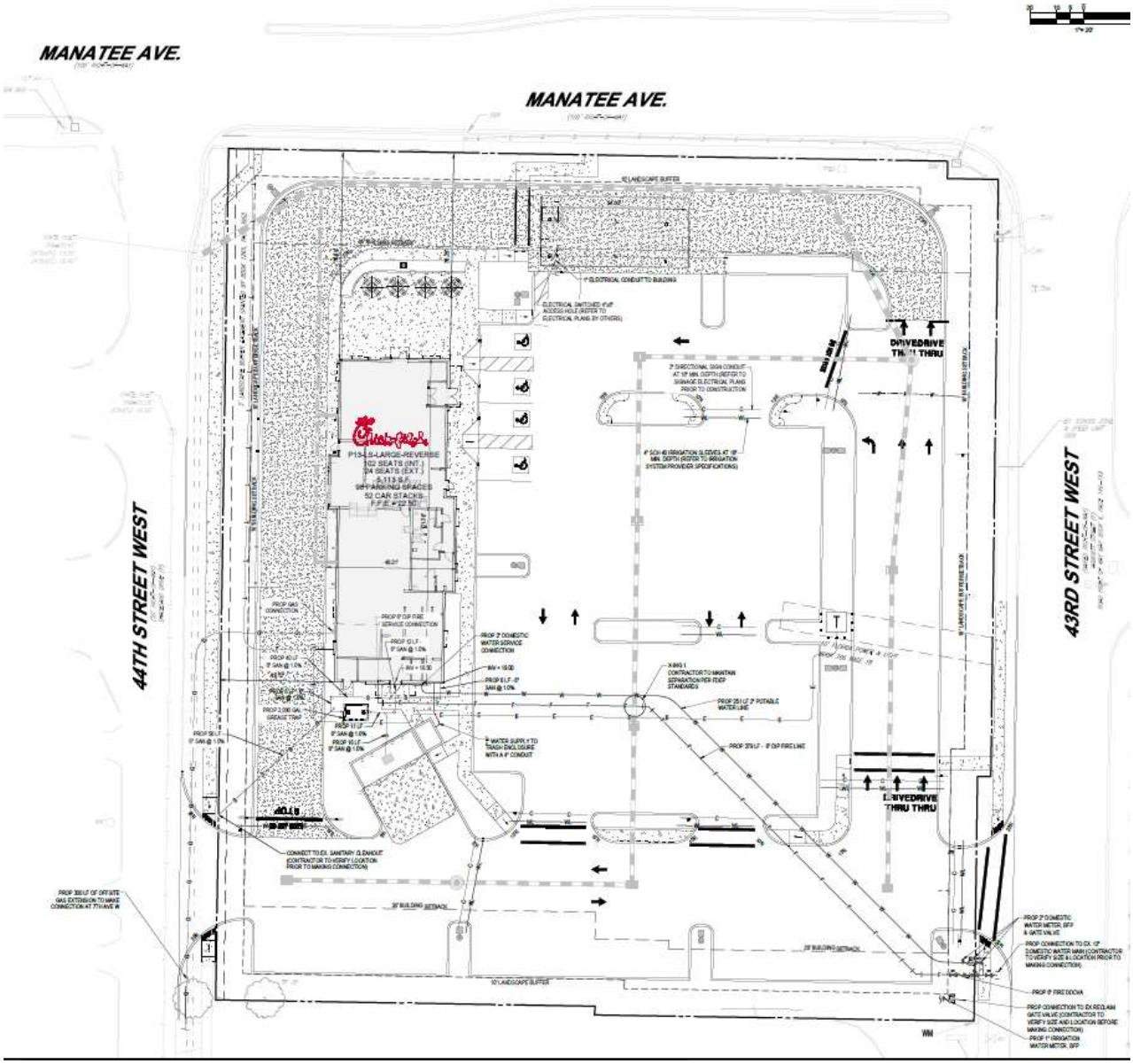
All of Lots 115, 116, 117, 118, 119, 120, & 203 and the North 3.10 feet of Lot 202 WESTWEGO PARK, recorded in Plat Book 2, Page 104 1/2 of the public records of Manatee County, Florida.

AND

COMMENCE at the Northeast corner of the Southeast 1/4 of the Southwest 1/4 of said section 28; thence S.00°43'33"W., along the East line of said Southeast 1/4, a distance of 278.58 feet; thence N.89°02'59"W., along the projection of the North Line of said Lot 203 Westwego Park, a distance of 20.00 feet to a point lying on the West Right of Way Line of 43RD Street West, per Road Plat Book 6, Pages 146-169, Public Records of Manatee County, Florida, same being the POINT OF BEGINNING; thence Continue N.89°02'59"W., along said Right of Way Line and along said projection, a distance of 5.00 feet to the Northeast corner of said Lot 203; thence continue N.89°02'59"W., along said North line, a distance of 144.55 feet to a point on a East line of said Lot 119; thence N.00°57'01"E., along the East line of said Lots 117, 118, & 119, a distance of 99.43 feet to a point on a South line of said Lot 117; thence S.89°16'27"E., along said South line, a distance of 49.53 feet to the Southeast corner of said Lot 117; thence N.00°50'29"E., along the East line of said Lot 117, a distance of 129.02 feet to the Northeast corner of said Lot 117, same being a point on the South Right of way Line of Manatee Avenue West according to State of Florida State Road Department Right of Way Map Section Number 1315-181; thence S.89°00'56"E., along said South Right of Way Line a distance of 80.36 feet to the Northwest corner of lands described in Official Records Book 842, Page 732, Public Records of Manatee County, Florida; thence S.00°43'33"W., along the West line of said lands, a distance of 6.50 feet to the Southwest corner of said lands; thence S.89°00'56"E., along the South line of said lands, a distance of 19.00 feet to the Southeast corner of said lands, same being a point lying on said West Right of Way Line of 43RD Street West; thence S.00°43'33"W., along said Right of Way Line, a distance of 222.09 feet to the POINT OF BEGINNING.

Overall Parcel Contains 90,770 square feet or 2.084 Acres More or Less.

EXHIBIT B


MANATEE AVE.
MANATEE AVE.
44TH STREET WEST
43RD STREET WEST
DRIVE-THRU
DRIVE-THRU