



CITY COMMISSION - CITY OF WILDWOOD

Mayor/Commissioner – Ed Wolf – Seat 1

Mayor Pro Tem/Commissioner – Pamala Harrison-Bivins – Seat 2

Joe Elliott – Seat 3

Marcos Flores – Seat 4

Julian Green – Seat 5

Jason McHugh – City Manager

Agenda

Regular Meeting

March 27, 2023 7:00 PM

City Hall Commission Chamber

100 N Main Street

Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Department, ADA Coordinator, at 352-330-1330, Ext. 102, forty-eight (48) hours in advance of the meeting.

F.S.S. 286.0105A - If a person decides to appeal any decision made by the Commission with respect to any matter considered at this meeting, they will need a record of the proceedings, and that for such purpose they 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 of Wildwood DOES NOT provide this verbatim record.

1. Call to Order

2. Consent Agenda/Informational Items

(A consent agenda may be presented by the Mayor at the beginning of a meeting. Items may be removed from the consent agenda at the request of any one Commissioner. Items not removed may be adopted by general consent without debate. Removed items may be either taken up immediately after the consent agenda or placed later on the agenda at the discretion of the Commission.)

A. *EXPENDITURE REPORT*

B. *MINUTES FOR APPROVAL: FEBRUARY 6, 2023 CITY COMMISSION WORKSHOP*

- C. MINUTES FOR APPROVAL: FEBRUARY 27, 2023 REGULAR COMMISSION MEETING
- D. MINUTES FOR APPROVAL: MARCH 6, 2023 SPECIAL MEETING
- E. MINUTES FOR APPROVAL: MARCH 13, 2023 REGULAR COMMISSION MEETING
- F. PLAT 2212-003 WARM SPRINGS PLAZA FINAL PLAT
- G. PLAT 2212-006 FENNEY PROFESSIONAL PLAZA FINAL PLAT
- H. **BUDGETED FINANCIAL ITEMS**

- 1. SENTINELONE SECURITY SUITE RENEWAL FOR 2023-2026 IN THE AMOUNT OF \$73,342.75

3. **Presentations and/or Proclamations**

4. **Public Hearings - Timed - Legislative**

- A. **ORDINANCE NO. O2023-1** - AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, ESTABLISHING AND NAMING EASTPORT COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH CHAPTER 190 OF THE FLORIDA STATUTES; DESCRIBING THE EXTERNAL BOUNDARIES OF THE DISTRICT; GRANTING SPECIAL POWERS; NAMING THE INITIAL MEMBERS OF THE DISTRICT'S BOARD OF SUPERVISORS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

CDD 2211-001 Eastport Community Development District

Staff recommends approval of the Petition to Establish Eastport Community Development District.

- B. **ORDINANCE NO. O2023-2** - AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, ESTABLISHING AND NAMING MIDDLETON DOWNTOWN COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH CHAPTER 190 OF THE FLORIDA STATUTES; DESCRIBING THE EXTERNAL BOUNDARIES OF THE DISTRICT; GRANTING SPECIAL POWERS; NAMING THE INITIAL MEMBERS OF THE DISTRICT'S BOARD OF SUPERVISORS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

CDD 2211-002 Middleton Downtown

Staff recommends approval of the Petition to Establish Middleton Downtown Community Development District.

5. Public Hearings - Timed - Quasi-Judicial

- A. **ORDINANCE NO. O2023-10** - AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 3.68 ACRES LOCATED APPROXIMATELY 0.27 MILES EAST OF N US 301, APPROXIMATELY 0.06 MILES SOUTH OF E C 466, AND SOUTH ALONG CR 106, IN SECTION 17, TOWNSHIP 18 SOUTH, RANGE 23 EAST; WHICH IS CONTIGUOUS TO THE CITY OF WILDWOOD LIMITS AND LOCATED IN THE CITY'S JOINT PLANNING AREA; PROVIDING THAT SECTION 1-14 OF THE CITY OF WILDWOOD CODE OF ORDINANCES IS AMENDED TO INCLUDE THE ANNEXED PROPERTY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

AN 2301-001 Oxford Oaks Professional Plaza

Parcels D17-036 & D17-069

Annexation of two (2) parcels contiguous to the City of Wildwood limits and in the Joint Planning Area with Sumter County totaling 3.68 acres, MOL.

Staff recommends approval.

- B. **ORDINANCE NO. O2023-8** - AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA; PROPOSING A ZONING MAP AMENDMENT TO THE OFFICIAL ZONING MAP IN ACCORDANCE WITH SECTIONS 3.2 AND 3.3 OF THE LAND DEVELOPMENT REGULATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

RZ 2302-001 RMC Wildwood Ready Mix Plant

Parcel(s) D32-172

The applicant seeks a favorable recommendation from the City Commission for a Zoning Map Amendment to change the zoning M-1 (City) to M-2 (City) for the parcels listed above on 7.4 acres MOL.

Special Magistrate recommends approval.

6. Public Forum - 4 minute time limit

7. Ordinances First Reading Only (No Vote)

- A. **ORDINANCE NO. O2023-11** - AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 5 ACRES LOCATED ALONG E CR 470, SOUTH AND EAST OF CR 500, AND APPROXIMATELY 0.38 MILES WEST OF MARSH BEND TRAIL, IN SECTION 10, TOWNSHIP 20 NORTH, RANGE 23 EAST;

WHICH IS CONTIGUOUS TO THE CITY LIMITS OF THE CITY OF WILDWOOD AND LOCATED IN THE CITY'S JOINT PLANNING AREA; PROVIDING THAT SECTION 1-14 OF THE CITY OF WILDWOOD CODE OF ORDINANCES IS AMENDED TO INCLUDE THE ANNEXED PROPERTY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

AN 2302-001 470 Werlmaker

Parcels K09A006

The owner/applicant, Werlmaker Investments LLC, seeks approval from the Commission for a voluntary annexation application for the parcel listed above on 5 acres MOL.

Staff recommends approval.

- B. ***ORDINANCE NO. O2023-12 - AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 4.45 ACRES LOCATED ALONG N US 301 AND CR 126, APPROXIMATELY 0.14 MILES SOUTH OF CR 124, IN SECTION 29, TOWNSHIP 18 SOUTH, RANGE 23 WEST; WHICH IS CONTIGUOUS TO THE CITY LIMITS OF THE CITY OF WILDWOOD AND LOCATED IN THE CITY'S JOINT PLANNING AREA; PROVIDING THAT SECTION 1-14 OF THE CITY OF WILDWOOD CODE OF ORDINANCES IS AMENDED TO INCLUDE THE ANNEXED PROPERTY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.***

AN 2302-002 Lucky U Landholding LLC

Parcels D29-023 & D29-024

The applicant, LPG Urban & Regional Planners LLC, on behalf of the owners, Nina Jean Driggers Davis et al, seeks approval from the Commission for a voluntary annexation application for the parcel listed above on 4.45 acres MOL.

Staff recommends approval.

8. Resolutions for Approval

- A. ***RESOLUTION NO. R2023-9 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD, FLORIDA DECLARING CERTAIN EQUIPMENT AS SURPLUS; DETERMINING THAT CERTAIN EQUIPMENT IS TO BE DISPOSED OF THROUGH ONLINE AUCTION OR DONATION TO A NONPROFIT ORGANIZATION IF THERE IS A NEED AND JUNK TO BE DISPOSED OF AS TRASH; PROVIDING FOR AN EFFECTIVE DATE.***

Surplus of Onan Generator with Transfer Switch from the Old Police Department Building

Staff recommends approval.

9. Financial & Contracts & Agreements

- A. *PLEASANTDALE DRIVE ROADWAY REHABILITATION PROJECT AWARD IN THE AMOUNT OF \$1,208,827*
- B. *CONSTRUCTION OF WILDWOOD PD MONUMENT SIGN IN THE AMOUNT OF \$24,850*
- C. *KIMLEY-HORN WORK AUTHORIZATION NO. 45 - GEOTECHNICAL ENGINEERING SERVICES AND UTILITY LOCATES FOR RECREATION AND COMMUNITY OUTREACH CENTER IN THE AMOUNT OF \$27,000*

10. General Items for Consideration/Discussion and Other Business

11. Appointments

12. City Manager Reports

13. Other Department Reports

14. Commission Members Reports

15. City Attorney Reports

16. Adjournment

Upcoming Events

April 8, 2023 - Easter Eggstravaganza at Millennium Park from 9am to 1pm

April 10, 2023 - City Commission Meeting at City Hall at 9am

April 24, 2023 - City Commission Meeting at City Hall at 7pm

March 27, 2023 7:00 PM

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING MARCH 27 2023

Revenue Account Range: First to Last Include Non-Anticipated: No
Expend Account Range: First to Last Include Non-Budget: No
Print Zero YTD Activity: No Year To Date As Of: 03/31/23
Current Period: 03/01/23 to 03/31/23
Prior Year As Of: 03/31/23

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
001-311-1000	AD VALOREM TAXES	9,513,015.23	12,767,400.00	133,137.46	12,439,618.91	327,781.09-	97
001-312-4100	LOCAL OPTION GAS TAX	521,726.98	550,510.00	0.00	311,192.10	239,317.90-	57
001-312-6000	DISCRETIONARY/LOCAL GOVT. INFRA	3,000,973.76	2,912,630.00	0.00	1,594,981.64	1,317,648.36-	55
001-313-1000	FRANCHISE TAX-/PROGRESS ENERGY SVCS	914,818.57	800,000.00	0.00	414,709.31	385,290.69-	52
001-313-1010	FRANCHISE TAX- SECO	1,109,792.58	950,000.00	104,417.39	688,063.34	261,936.66-	72
001-313-4080	LEESBURG ELECTRIC FRANCHISE FEE	56,759.18	35,000.00	5,061.53	43,612.88	8,612.88	125
001-313-4160	FRANCHISE TAX- TECO/PEOPLES GAS	252,232.71	250,000.00	27,031.91	142,551.28	107,448.72-	57
001-313-4170	FENNEY WATER CONS AUTHORITY-UTILITY TAX	53,537.52	45,000.00	0.00	19,846.44	25,153.56-	44
001-313-4180	LEESBURG GAS FRANCHISE FEE	50,945.56	45,000.00	5,293.17	29,390.02	15,609.98-	65
001-313-4190	SOUTH SUMTER UTILITY COMPANY FRANCHISE	370,207.76	275,000.00	0.00	209,071.57	65,928.43-	76
001-313-5000	FRANCHISE TAX- WASTE MGMNT-REFUSE SVCS	191,455.95	190,000.00	14,278.35	76,847.22	113,152.78-	40
001-313-5001	TRI-COUNTY SANITATION FRANCHISE FEE	239,734.08	250,000.00	0.00	123,738.28	126,261.72-	50
001-313-5003	FRANCHISE FEE - SEWWC	228,541.29	245,000.00	0.00	111,725.78	133,274.22-	46
001-314-1000	UTILITY TAX-PROGRESS ENERGY SVCS.	800,587.31	690,000.00	0.00	349,008.70	340,991.30-	51
001-314-1010	UTILITY TAX-SUMTER ELECTRIC	1,022,299.81	930,000.00	81,029.03	530,892.74	399,107.26-	57
001-314-3000	UTILITY TAX-WATER SALES	116,647.62	110,000.00	10,438.90	40,384.05	69,615.95-	37
001-314-3002	THE VILLAGES-5% WATER UTILITY TAX	226,690.03	250,000.00	0.00	96,355.82	153,644.18-	39
001-314-3003	CENTRAL SUMTER UTILIITY CO. LLC	112,364.85	125,000.00	0.00	77,007.37	47,992.63-	62
001-314-4000	UTILITY TAX-SUBURBAN PROPANE	14,947.69	15,000.00	1,560.26	8,355.18	6,644.82-	56
001-314-4030	FERRELLGAS LP	1,603.55	1,000.00	91.93	795.60	204.40-	80
001-314-4040	CIRCLE K STORES	210.93	200.00	29.69	186.84	13.16-	93
001-314-4080	LEESBURG ELECTRIC UTILITY TAX	42,831.63	30,000.00	2,916.94	28,851.89	1,148.11-	96
001-314-4081	LEESBURG GAS UTILITY TAX	75,244.67	60,000.00	7,434.95	42,372.21	17,627.79-	71
001-314-4100	INTERCONN RESOURCES LLC	27,549.71	30,000.00	0.00	7,804.00	22,196.00-	26
001-314-4150	CVS	389.42	200.00	0.00	173.39	26.61-	87
001-314-4151	AMERIGAS PROPANE	9,864.39	8,000.00	611.72	4,377.25	3,622.75-	55
001-314-4152	LOWE'S PROPANE TAX	2,426.64	1,500.00	176.07	1,332.20	167.80-	89
001-314-4153	BLOSSMAN COMPANIES PROPANE TAX	0.00	0.00	39.05	179.20	179.20	0
001-314-4160	TECO-PEOPLES GAS	262,582.16	250,000.00	0.00	138,837.19	111,162.81-	56
001-314-4162	GAS SOUTH UTILITY TAX	335.05	300.00	222.24	400.12	100.12	133
001-314-4190	SOUTH SUMTER UTILITY CO UTILITY TAX	148,810.50	85,000.00	0.00	81,801.33	3,198.67-	96
001-314-4191	PUBLIX UTILITY TAX	932.43	500.00	0.00	538.99	38.99	108
001-314-9010	STATE COMMUNICATIONS TAX	499,413.36	500,000.00	0.00	255,127.24	244,872.76-	51

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING MARCH 27 2023

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
001-335-1200	STATE REVENUE SHARING	628,683.58	652,660.00	0.00	265,666.63	386,993.37-	41
001-335-1400	MOBILE HOME LICENSES	16,437.90	10,000.00	299.00	11,104.75	1,104.75	111
001-335-1600	STATE BEVERAGE LICENSES	7,462.21	8,500.00	0.00	7,584.57	915.43-	89
001-335-1800	1/2 CENT SALES TAX	1,478,361.37	1,508,170.00	0.00	786,461.71	721,708.29-	52
001-339-1000	SOUTH SUMTER UTILITY PILOT FEES	5,582.80	0.00	0.00	0.00	0.00	0
001-341-2006	COMMUNITY DEVELOPMENT SERVICES	844,761.41	500,000.00	42,712.50	287,341.91	212,658.09-	57
001-341-2010	TREE MITIGATION PERMITS	25,584.00	0.00	150.00	550.00	550.00	0
001-347-5300	BUILDING RENTAL-WILDWOOD COMMUNITY CENTE	75,282.78	50,000.00	419.94	39,961.86	10,038.14-	80
001-347-5304	COMMUNITY CENTER STAFF FEES	150.00-	100.00	0.00	0.00	100.00-	0
001-347-5305	BUILDING RENTAL-OXFORD COMMUNITY CENTER	7,747.58	5,000.00	862.92	6,581.77	1,581.77	132
001-347-5306	BUILDING RENTAL-MLK JR COMMUNITY CENTER	1,693.87	1,500.00	25.82	862.78	637.22-	58
001-347-5307	OUTDOOR BUILDING RENTALS	46.10	100.00	0.00	36.88	63.12-	37
001-347-5308	OPEN SPACE RENTALS	354.97	100.00	0.00	1,190.30	1,090.30	***
001-350-1000	FINES	27,251.97	20,000.00	2,406.31	15,152.46	4,847.54-	76
001-351-1002	CODE ENFORCEMENT	1,825.29	1,000.00	100.00	1,189.05	189.05	119
001-351-3000	POLICE-2ND DOLLAR FUND	2,900.28	1,500.00	185.84	1,166.78	333.22-	78
001-361-0000	INTEREST EARNINGS	85,937.51	5,000.00	17,346.14	85,060.92	80,060.92	***
001-369-0000	OTHER MISCELLANEOUS REVENUE	6,413.14	10,000.00	723.00	8,814.76	1,185.24-	88
001-369-0010	STATE HIGHWAY LIGHTING AGREEMENT	17,247.78	17,765.00	0.00	0.00	17,765.00-	0
001-369-0012	FDOT HIGHWAY MAINTENANCE AGREEMENT	15,500.08	13,440.00	4,202.25	4,202.25	9,237.75-	31
001-369-0050	AUCTION PROCEEDS	9,972.00	10,000.00	0.00	3,111.67	6,888.33-	31
001-369-0052	SPONSORSHIPS	1,265.00	1,000.00	0.00	0.00	1,000.00-	0
001-369-0058	DONATIONS	17,515.70	0.00	0.00	2,165.00	2,165.00	0
001-369-0075	MULTI-PURPOSE FIELD RENTAL	0.00	100.00	0.00	0.00	100.00-	0
001-369-0076	BASEBALL FIELD RENTAL	3,329.84	1,000.00	84.24-	1,908.54	908.54	191
001-369-0078	FIELD PREPARATION FEES	345.00	100.00	0.00	240.00	140.00	240
001-369-0792	PROGRAM REGISTRATION FEES	29,002.57	15,000.00	446.00	18,581.41	3,581.41	124
001-369-0794	CONCESSION / VENDOR FEES	100.00	100.00	0.00	0.00	100.00-	0
001-369-0796	SPECIAL EVENT REGISTRATION FEES	1,330.00	1,500.00	50.00	1,430.00	70.00-	95
001-369-2100	POLICE DEPT MISCELLANEOUS REVENUE	4,794.00	1,500.00	115.00	1,874.40	374.40	125
001-369-3700	MISCELLANEOUS POLICE DONATIONS	0.00	100.00	0.00	0.00	100.00-	0
001-369-3748	MISC. GRANTS/VESTS	2,325.00	0.00	0.00	0.00	0.00	0
001-369-4000	FUEL TAX REFUND	11,470.88	6,500.00	0.00	3,839.20	2,660.80-	59
001-380-1000	OTHR FINANCING SOURCE-INSURANCE PROCEEDS	67,736.50	0.00	0.00	0.00	0.00	0
001-380-1001	OTHER FINANCING SOURCE-COUNTY REIMBURSE	90,804.00	0.00	0.00	0.00	0.00	0
001-382-1010	TRANSFER FROM INDUSTRIAL PARK	10,000.00	10,000.00	0.00	0.00	10,000.00-	0
001-382-1013	TRANSFER FROM LAW ENFORCEMENT IMP FEES	412,800.00	412,800.00	0.00	0.00	412,800.00-	0

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING MARCH 27 2023

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
001-389-5000	NON-OPERATIONAL CASH FORWARD-GEN FUND	0.00	5,806,015.00	0.00	0.00	5,806,015.00-	0
	001 GENERAL FUND Revenue Total	23,781,188.03	31,472,790.00	463,731.07	19,426,209.68	12,046,580.32-	62
Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
001-511-00-0000	LEGISLATIVE- CITY COMMISSION:	0.00	0.00	0.00	0.00	0.00	0
001-511-10-1200	SALARIES	42,528.84	48,910.00	4,141.26	24,569.33	24,340.67	50
001-511-10-2100	FICA EXPENSE	3,253.32	3,750.00	316.79	1,879.48	1,870.52	50
001-511-10-2200	RETIREMENT	22,461.75	27,880.00	2,360.51	13,252.63	14,627.37	48
001-511-10-2300	LIFE & HEALTH INSURANCE	285.00	350.00	23.75	326.99	23.01	93
001-511-10-2600	WORKERS COMPENSATION INSURANCE	133.96	150.00	12.02	108.34	41.66	72
001-511-30-3100	PROFESSIONAL SERVICES	2,200.00	6,000.00	0.00	200.00	5,800.00	3
001-511-30-4000	TRAVEL & PER DIEM	6,205.44	7,000.00	0.00	232.70	6,767.30	3
001-511-30-4100	TELEPHONE EXPENSE	1,196.00	2,000.00	0.00	392.43	1,607.57	20
001-511-30-4110	IT LICENSING / EQUIPMENT	4,807.20	8,470.00	0.00	1,925.75	6,544.25	23
001-511-30-4600	REPAIR & MAINTENANCE	0.00	500.00	0.00	0.00	500.00	0
001-511-30-4900	MISC. EXPENSE & OTHER CURRENT	66.37	2,500.00	0.00	2,668.60	168.60-	107
001-511-30-5100	OFFICE SUPPLIES	39.00	150.00	0.00	0.00	150.00	0
001-511-30-5200	OPERATING SUPPLIES	98.66	400.00	0.00	11.50	388.50	3
001-511-30-5400	SUBSCRIPTIONS/DUES	2,680.00	5,300.00	0.00	4,107.00	1,193.00	77
001-511-30-5500	TRAINING	1,650.00	2,650.00	0.00	0.00	2,650.00	0
001-511-60-6300	CAPITAL IMPROVEMENT-OTHER	5,698.00	0.00	0.00	0.00	0.00	0
	511 LEGISLATIVE- CITY COMMISSION:	93,303.54	116,010.00	6,854.33	49,674.75	66,335.25	43
001-512-00-0000	EXECUTIVE- CITY MANAGER:	0.00	0.00	0.00	0.00	0.00	0
001-512-10-1200	SALARIES	283,686.15	448,710.00	30,868.50	181,516.16	267,193.84	40
001-512-10-1300	OVERTIME	69.81	0.00	0.00	0.00	0.00	0
001-512-10-1500	SICK LEAVE	6,172.52	0.00	1,800.67	2,238.08	2,238.08-	0
001-512-10-1600	VACATION PAY	12,418.17	0.00	1,862.31	12,464.51	12,464.51-	0
001-512-10-1800	HOLIDAY PAY	12,853.78	0.00	0.00	11,165.36	11,165.36-	0
001-512-10-2100	FICA EXPENSE	24,024.10	34,330.00	2,626.36	15,275.94	19,054.06	44
001-512-10-2200	RETIREMENT	84,211.65	110,900.00	8,509.26	51,510.78	59,389.22	46
001-512-10-2210	BENEFIT ADMIN FEES	58.50	0.00	0.00	67.50	67.50-	0
001-512-10-2300	LIFE & HEALTH INSURANCE	24,071.20	46,800.00	3,501.00	22,124.75	24,675.25	47
001-512-10-2600	WORKERS COMPENSATION INSURANCE	446.58	500.00	40.07	361.17	138.83	72
001-512-30-3100	PROFESSIONAL SERVICES	53,952.16	125,000.00	0.00	21,227.90	103,772.10	17

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING MARCH 27 2023

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
001-512-30-3450	CLOTHING AND UNIFORMS	0.00	500.00	0.00	0.00	500.00	0
001-512-30-4000	TRAVEL & PER DIEM	7,309.05	10,600.00	500.00	3,088.50	7,511.50	29
001-512-30-4100	TELEPHONE EXPENSE	2,788.94	4,500.00	0.00	1,703.83	2,796.17	38
001-512-30-4110	IT LICENSING / EQUIPMENT	2,890.83	11,840.00	0.00	10,375.91	1,464.09	88
001-512-30-4150	ADVERTISING/RECORDING EXPENSE	0.00	4,000.00	170.20	911.68	3,088.32	23
001-512-30-4200	POSTAGE/TRANSPORTATION FEES	7.29	500.00	0.00	22.70	477.30	5
001-512-30-4600	REPAIR & MAINTENANCE	946.22	5,800.00	0.00	471.00	5,329.00	8
001-512-30-4900	MISC. EXPENSE & OTHER CURRENT	501.71	1,000.00	0.00	180.84	819.16	18
001-512-30-5100	OFFICE SUPPLIES	338.18	2,000.00	21.99	871.15	1,128.85	44
001-512-30-5200	OPERATING SUPPLIES	593.17	7,250.00	0.00	3,883.83	3,366.17	54
001-512-30-5400	SUBSCRIPTIONS/DUES	3,846.24	5,650.00	0.00	929.80	4,720.20	16
001-512-30-5500	TRAINING	2,137.51	9,000.00	0.00	1,161.00	7,839.00	13
001-512-60-6400	CAP. IMPROVEMENT-MACHINERY	0.00	5,200.00	0.00	4,633.40	566.60	89
512 EXECUTIVE- CITY MANAGER:		523,323.76	834,080.00	49,900.36	346,185.79	487,894.21	42
001-513-00-0000	CLERK/FINANCE DEPARTMENT:	0.00	0.00	0.00	0.00	0.00	0
001-513-10-1200	SALARIES	221,653.11	283,920.00	18,011.11	94,868.33	189,051.67	33
001-513-10-1300	OVERTIME	24.88	500.00	0.00	0.00	500.00	0
001-513-10-1500	SICK LEAVE	6,549.71	0.00	241.49	3,030.55	3,030.55-	0
001-513-10-1600	VACATION PAY	16,092.88	0.00	46.85	4,232.77	4,232.77-	0
001-513-10-1800	HOLIDAY PAY	10,401.00	0.00	0.00	5,320.57	5,320.57-	0
001-513-10-2100	FICA EXPENSE	19,486.82	21,760.00	1,399.88	8,220.00	13,540.00	38
001-513-10-2200	RETIREMENT	32,712.84	37,280.00	2,513.78	14,773.66	22,506.34	40
001-513-10-2210	BENEFIT ADMIN FEES	54.00	0.00	0.00	0.00	0.00	0
001-513-10-2300	LIFE & HEALTH INSURANCE	35,524.88	46,800.00	2,862.00	17,267.00	29,533.00	37
001-513-10-2500	UNEMPLOYMENT COMPENSATION	0.00	500.00	0.00	0.00	500.00	0
001-513-10-2600	WORKERS COMPENSATION INSURANCE	893.14	1,000.00	80.14	722.33	277.67	72
001-513-30-3100	PROFESSIONAL SERVICES	13,361.60	17,750.00	0.00	0.00	17,750.00	0
001-513-30-3200	ACCOUNTING/AUDITING FEE	18,500.00	19,250.00	0.00	0.00	19,250.00	0
001-513-30-3400	OTHER CONTRACTUAL SERVICES	2,720.05	14,800.00	1,049.16	5,565.82	9,234.18	38
001-513-30-4000	TRAVEL & PER DIEM	0.00	2,000.00	0.00	55.56	1,944.44	3
001-513-30-4100	TELEPHONE EXPENSE	3,480.22	6,300.00	0.00	2,030.36	4,269.64	32
001-513-30-4110	IT LICENSING / EQUIPMENT	32,428.68	37,540.00	2,311.25	25,484.41	12,055.59	68
001-513-30-4150	ADVERTISING/RECORDING EXPENSE	2,857.35	1,580.00	0.00	123.74	1,456.26	8
001-513-30-4200	POSTAGE/TRANSPORTATION FEES	5,000.62	3,150.00	187.21	1,811.31	1,338.69	58
001-513-30-4300	UTILITIES EXPENSE	18,321.51	27,300.00	1,310.18	8,014.64	19,285.36	29

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001-513-30-4400	RENTAL & LEASING	2,995.45	3,900.00	166.54	1,551.60	2,348.40	40
001-513-30-4500	GENERAL INSURANCE	149,199.14	170,000.00	0.00	184,869.50	14,869.50-	109
001-513-30-4600	REPAIR & MAINTENANCE	12,369.37	22,470.00	622.92	2,939.07	19,530.93	13
001-513-30-4900	MISC. EXPENSE & OTHER CURRENT	5,655.83	6,000.00	340.93	2,490.58	3,509.42	42
001-513-30-4910	ELECTION EXPENSES	0.00	500.00	0.00	0.00	500.00	0
001-513-30-5100	OFFICE SUPPLIES	4,216.10	3,600.00	523.54	2,741.45	858.55	76
001-513-30-5200	OPERATING SUPPLIES	7,147.80	7,050.00	0.00	1,751.78	5,298.22	25
001-513-30-5400	SUBSCRIPTIONS/DUES	432.50	1,180.00	0.00	150.00	1,030.00	13
001-513-30-5500	TRAINING	1,818.00	3,360.00	25.00	424.00	2,936.00	13
001-513-60-6300	CAPITAL IMPROVEMENT-OTHER	0.00	7,560.00	0.00	0.00	7,560.00	0
001-513-70-7100	DEBT SERVICE/CITY HALL-PRINCIPAL	109,873.75	112,595.00	55,952.53	55,952.53	56,642.47	50
001-513-70-7200	DEBT SERVICE/CITY HALL-INTEREST	24,553.79	21,835.00	11,261.25	11,261.25	10,573.75	52
001-513-70-7500	DEBT SERVICE/POLICE STATION-PRINCIPAL	223,552.49	229,425.00	0.00	113,969.00	115,456.00	50
001-513-70-7550	DEBT SERVICE/POLICE STATION-INTEREST	68,058.21	62,185.00	0.00	31,836.35	30,348.65	51
001-513-70-7600	DEBT SERV/2018 GEN FUND PROJ LOAN-PRINCP	327,167.69	333,315.00	0.00	165,881.67	167,433.33	50
001-513-70-7650	DEBT SERV/2018 GEN FUND PROJ LOAN-INTRST	95,401.31	89,270.00	0.00	45,385.60	43,884.40	51
513 CLERK/FINANCE DEPARTMENT:		1,472,504.72	1,595,675.00	98,905.76	812,725.43	782,949.57	51
001-516-00-0000	DEVELOPMENT SERVICES:	0.00	0.00	0.00	0.00	0.00	0
001-516-10-1200	SALARIES	477,983.17	707,050.00	40,187.23	218,574.57	488,475.43	31
001-516-10-1300	OVERTIME	1,684.41	1,000.00	187.72	363.22	636.78	36
001-516-10-1500	SICK LEAVE	10,237.69	0.00	2,250.49	5,434.59	5,434.59-	0
001-516-10-1600	VACATION PAY	29,637.20	0.00	671.15	8,280.73	8,280.73-	0
001-516-10-1800	HOLIDAY PAY	19,472.89	0.00	0.00	13,323.87	13,323.87-	0
001-516-10-2100	FICA EXPENSE	41,234.27	54,170.00	3,312.18	18,817.22	35,352.78	35
001-516-10-2200	RETIREMENT	77,619.65	105,520.00	6,137.80	35,173.60	70,346.40	33
001-516-10-2210	BENEFIT ADMIN FEES	211.50	0.00	0.00	40.50	40.50-	0
001-516-10-2300	LIFE & HEALTH INSURANCE	70,554.20	107,640.00	6,659.86	37,823.18	69,816.82	35
001-516-10-2600	WORKERS COMPENSATION INSURANCE	1,339.72	1,500.00	120.21	1,083.50	416.50	72
001-516-30-3100	PROFESSIONAL SERVICES	502,781.20	525,000.00	0.00	161,061.86	363,938.14	31
001-516-30-3400	OTHER CONTRACTUAL SERVICES	1,361.24	14,500.00	0.00	361.75	14,138.25	2
001-516-30-3450	CLOTHING AND UNIFORMS	981.46	2,000.00	0.00	0.00	2,000.00	0
001-516-30-4000	TRAVEL & PER DIEM	4,014.91	24,650.00	0.00	711.10	23,938.90	3
001-516-30-4100	TELEPHONE EXPENSE	9,092.98	8,000.00	98.70	2,937.57	5,062.43	37
001-516-30-4110	IT LICENSING / EQUIPMENT	15,689.09	55,100.00	0.00	23,345.59	31,754.41	42
001-516-30-4150	ADVERTISING/RECORDING EXPENSE	33,762.20	25,000.00	2,521.00	10,706.64	14,293.36	43

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001-516-30-4200	POSTAGE/TRANSPORTATION FEES	1,849.68	8,000.00	56.64	437.77	7,562.23	5
001-516-30-4600	REPAIR & MAINTENANCE	3,417.08	6,000.00	281.94	834.96	5,165.04	14
001-516-30-4900	MISC. EXPENSE & OTHER CURRENT	273.06	10,000.00	0.00	880.01	9,119.99	9
001-516-30-4950	CODE ENFORCEMENT	2,738.41	51,500.00	0.00	2,257.45	49,242.55	4
001-516-30-5100	OFFICE SUPPLIES	2,250.71	10,000.00	196.23	1,142.76	8,857.24	11
001-516-30-5200	OPERATING SUPPLIES	15,236.35	10,000.00	0.00	1,703.90	8,296.10	17
001-516-30-5250	FUEL EXPENSE	1,957.56	2,500.00	118.51	655.04	1,844.96	26
001-516-30-5400	SUBSCRIPTIONS/DUES	2,383.95	3,980.00	0.00	535.17	3,444.83	13
001-516-30-5500	TRAINING	7,497.85	19,460.00	0.00	2,390.19	17,069.81	12
001-516-30-5550	LICENSING	10,961.10	0.00	0.00	0.00	0.00	0
001-516-60-6300	CAPITAL IMPROVEMENT-OTHER	0.00	18,000.00	0.00	11,128.33	6,871.67	62
001-516-60-6330	JPA COMP PLAN AMENDMENTS	15,033.63	0.00	0.00	0.00	0.00	0
001-516-60-6400	CAPITAL IMPROV.-MACHINERY/EQUIPMENT	39,090.00	0.00	0.00	0.00	0.00	0
516 DEVELOPMENT SERVICES:		1,400,347.16	1,770,570.00	62,799.66	560,005.07	1,210,564.93	32
001-518-00-0000	INFORMATION TECHNOLOGY DEPARTMENT	0.00	0.00	0.00	0.00	0.00	0
001-518-10-1200	SALARIES	112,674.55	190,330.00	10,221.40	58,617.65	131,712.35	31
001-518-10-1300	OVERTIME	41.47	0.00	0.00	0.00	0.00	0
001-518-10-1500	SICK LEAVE	6,520.75	0.00	0.00	984.80	984.80-	0
001-518-10-1600	VACATION PAY	6,969.13	0.00	0.00	4,203.52	4,203.52-	0
001-518-10-1800	HOLIDAY PAY	5,224.00	0.00	0.00	2,019.04	2,019.04-	0
001-518-10-2100	FICA EXPENSE	10,054.87	14,570.00	781.94	5,035.66	9,534.34	35
001-518-10-2200	RETIREMENT	14,627.63	22,670.00	1,217.36	7,839.73	14,830.27	35
001-518-10-2210	BENEFIT ADMIN FEES	54.00	0.00	0.00	22.50	22.50-	0
001-518-10-2300	LIFE & HEALTH INSURANCE	15,172.20	28,080.00	1,325.14	9,846.20	18,233.80	35
001-518-10-2600	WORKERS COMPENSATION INSURANCE	178.65	200.00	16.03	144.45	55.55	72
001-518-30-3100	PROFESSIONAL SERVICES	375.00	145,320.00	0.00	0.00	145,320.00	0
001-518-30-3400	OTHER CONTRACTUAL SERVICES	988.66	15,160.00	329.33	1,746.65	13,413.35	12
001-518-30-4000	TRAVEL & PER DIEM	0.00	7,500.00	0.00	0.00	7,500.00	0
001-518-30-4100	TELEPHONE EXPENSE	5,873.59	5,000.00	63.88	2,087.52	2,912.48	42
001-518-30-4110	IT LICENSING / EQUIPMENT	8,595.85	21,700.00	0.00	2,372.34	19,327.66	11
001-518-30-4200	POSTAGE/TRANSPORTATION FEES	8.26	250.00	0.00	0.00	250.00	0
001-518-30-4300	UTILITIES EXPENSE	1,758.96	2,300.00	120.42	476.46	1,823.54	21
001-518-30-4400	RENTAL & LEASING	0.00	500.00	0.00	0.00	500.00	0
001-518-30-4600	REPAIR & MAINTENANCE	75.01	4,000.00	0.13	20.15	3,979.85	0
001-518-30-4900	MISC. EXPENSE & OTHER CURRENT	0.00	8,000.00	0.00	0.00	8,000.00	0

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001-518-30-5100	OFFICE SUPPLIES	203.59	900.00	0.00	251.07	648.93	28
001-518-30-5200	OPERATING SUPPLIES	7,769.60	15,000.00	0.00	925.20	14,074.80	6
001-518-30-5400	SUBSCRIPTIONS/DUES	355.00	2,500.00	0.00	200.00	2,300.00	8
001-518-30-5500	TRAINING	1,552.98	8,000.00	0.00	700.00	7,300.00	9
001-518-30-5550	LICENSING	47,110.77	30,000.00	1,415.00	11,869.59	18,130.41	40
001-518-60-6300	CAPITAL IMPROVEMENT-OTHER	13,771.91	0.00	0.00	0.00	0.00	0
001-518-60-6400	CAP. IMPROVEMENTS-MACHINERY/EQUIP	17,215.00	16,000.00	0.00	0.00	16,000.00	0
518 INFORMATION TECHNOLOGY DEPARTMENT		277,171.43	537,980.00	15,490.63	109,362.53	428,617.47	20
001-519-00-0000	HUMAN RESOURCE DEPARTMENT:	0.00	0.00	0.00	0.00	0.00	0
001-519-10-1200	SALARIES	106,595.87	130,420.00	9,947.13	54,351.40	76,068.60	42
001-519-10-1300	OVERTIME	298.61	0.00	0.00	0.00	0.00	0
001-519-10-1500	SICK LEAVE	2,327.18	0.00	35.25	790.83	790.83-	0
001-519-10-1600	VACATION PAY	5,570.61	0.00	235.00	2,797.34	2,797.34-	0
001-519-10-1800	HOLIDAY PAY	4,608.81	0.00	0.00	3,275.21	3,275.21-	0
001-519-10-2100	FICA EXPENSE	9,134.78	9,980.00	781.64	4,682.99	5,297.01	47
001-519-10-2200	RETIREMENT	13,266.32	15,540.00	1,216.90	7,290.72	8,249.28	47
001-519-10-2210	BENEFIT ADMIN FEES	54.00	0.00	0.00	18.00	18.00-	0
001-519-10-2300	LIFE & HEALTH INSURANCE	15,291.36	18,720.00	1,435.74	8,661.94	10,058.06	46
001-519-10-2600	WORKERS COMPENSATION INSURANCE	98.26	110.00	8.81	79.46	30.54	72
001-519-30-3100	PROFESSIONAL SERVICES	2,216.00	60,000.00	0.00	10,995.00	49,005.00	18
001-519-30-3400	OTHER CONTRACTUAL SERVICES	863.04	6,400.00	349.33	1,846.65	4,553.35	29
001-519-30-4000	TRAVEL & PER DIEM	3,484.89	4,800.00	8.00	8.00	4,792.00	0
001-519-30-4100	TELEPHONE EXPENSE	5,005.64	4,750.00	0.00	1,689.56	3,060.44	36
001-519-30-4110	IT LICENSING / EQUIPMENT	19,496.92	20,530.00	0.00	18,259.01	2,270.99	89
001-519-30-4150	ADVERTISING/RECRUITING	4,730.00	5,700.00	0.00	1,030.25	4,669.75	18
001-519-30-4200	POSTAGE/TRANSPORTATION FEES	176.50	500.00	4.20	91.17	408.83	18
001-519-30-4300	UTILITIES EXPENSE	2,073.75	2,300.00	120.42	704.48	1,595.52	31
001-519-30-4400	RENTAL & LEASING	10.40	60.00	0.00	0.00	60.00	0
001-519-30-4600	REPAIR & MAINTENANCE	2,925.88	3,000.00	1.22	1,265.13	1,734.87	42
001-519-30-4800	EMPLOYEE PROGRAMS	6,724.51	8,000.00	0.00	3,628.20	4,371.80	45
001-519-30-4900	MISC. EXPENSE & OTHER CURRENT	519.40	1,000.00	0.00	242.40	757.60	24
001-519-30-5100	OFFICE SUPPLIES	1,076.85	2,900.00	150.50	541.25	2,358.75	19
001-519-30-5200	OPERATING SUPPLIES	1,034.38	2,800.00	16.78	1,765.14	1,034.86	63
001-519-30-5250	FUEL EXPENSE	533.82	700.00	35.55	204.47	495.53	29
001-519-30-5400	SUBSCRIPTIONS/DUES	1,023.24	1,380.00	0.00	1,113.00	267.00	81

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001-519-30-5500	TRAINING	4,574.94	4,850.00	0.00	1,547.61	3,302.39	32
001-519-30-5501	STAFF TRAINING PROGRAMS	1,780.05	5,000.00	0.00	2,746.90	2,253.10	55
519 HUMAN RESOURCE DEPARTMENT:		215,496.01	309,440.00	14,346.47	129,626.11	179,813.89	42
001-521-00-0000	POLICE DEPARTMENT:	0.00	0.00	0.00	0.00	0.00	0
001-521-10-1200	SALARIES	2,027,045.38	3,539,580.00	177,556.72	1,042,239.28	2,497,340.72	29
001-521-10-1220	UNIFORM ALLOWANCE	13,980.00	14,820.00	0.00	5,630.00	9,190.00	38
001-521-10-1250	ON CALL	7,050.00	10,400.00	450.00	2,925.00	7,475.00	28
001-521-10-1260	SHIFT DIFFERENTIAL	14,061.06	20,080.00	874.80	5,779.80	14,300.20	29
001-521-10-1300	OVERTIME	117,487.00	157,000.00	10,394.92	49,294.30	107,705.70	31
001-521-10-1500	SICK LEAVE	72,320.99	0.00	3,500.48	26,882.32	26,882.32-	0
001-521-10-1600	VACATION PAY	101,695.36	0.00	9,025.96	54,932.36	54,932.36-	0
001-521-10-1700	INCENTIVE PAY	20,290.00	56,000.00	20.00	8,650.00	47,350.00	15
001-521-10-1800	HOLIDAY PAY	83,822.11	0.00	947.03	59,870.94	59,870.94-	0
001-521-10-1820	HOLIDAY PREMIUM	73,753.36	82,000.00	0.00	51,088.78	30,911.22	62
001-521-10-2100	FICA EXPENSE	194,120.65	295,680.00	15,511.93	99,924.53	195,755.47	34
001-521-10-2200	RETIREMENT	629,058.51	1,103,850.00	53,237.46	342,507.53	761,342.47	31
001-521-10-2210	BENEFIT ADMIN FEES	243.00	0.00	0.00	175.50	175.50-	0
001-521-10-2300	LIFE & HEALTH INSURANCE	317,222.69	547,560.00	29,153.39	171,331.81	376,228.19	31
001-521-10-2500	UNEMPLOYMENT COMP. REIMBURSEMENT	2,817.24	0.00	0.00	4,608.24	4,608.24-	0
001-521-10-2600	WORKERS COMPENSATION INSURANCE	58,053.22	65,000.00	5,208.96	46,950.80	18,049.20	72
001-521-30-3100	PROFESSIONAL SERVICES	10,888.21	48,000.00	0.00	7,289.99	40,710.01	15
001-521-30-3400	OTHER CONTRACTUAL SERVICES	12,915.35	26,800.00	2,439.66	11,954.30	14,845.70	45
001-521-30-3450	CLOTHING AND UNIFORMS	10,568.31	12,000.00	0.00	8,329.13	3,670.87	69
001-521-30-3500	INVESTIGATIONS	7,924.44	15,000.00	565.20	3,143.70	11,856.30	21
001-521-30-4000	TRAVEL & PER DIEM	4,507.60	9,000.00	0.00	2,753.02	6,246.98	31
001-521-30-4100	TELEPHONE EXPENSE	63,838.47	80,000.00	22.09-	21,196.14	58,803.86	26
001-521-30-4110	IT LICENSING / EQUIPMENT	231,419.52	191,600.00	3,956.75	167,653.40	23,946.60	88
001-521-30-4200	POSTAGE/TRANSPORTATION FEES	288.24	3,000.00	0.00	67.68	2,932.32	2
001-521-30-4300	UTILITIES EXPENSE	61,711.43	54,000.00	230.81	19,528.39	34,471.61	36
001-521-30-4400	RENTAL & LEASING	2,115.43	10,500.00	154.99	942.76	9,557.24	9
001-521-30-4600	REPAIR & MAINTENANCE	56,916.32	70,000.00	0.00	32,473.67	37,526.33	46
001-521-30-4900	MISC. EXPENSE & OTHER CURRENT	876.65-	4,000.00	0.00	65.64	3,934.36	2
001-521-30-4960	BOOT ALLOWANCE	2,127.90	4,600.00	0.00	767.05	3,832.95	17
001-521-30-5100	OFFICE SUPPLIES	773.09	5,000.00	0.00	388.33	4,611.67	8
001-521-30-5200	OPERATING SUPPLIES	57,147.52	83,000.00	1,367.69	29,666.48	53,333.52	36

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Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
001-521-30-5250	FUEL EXPENSE	161,988.94	195,000.00	11,500.10	57,485.44	137,514.56	29
001-521-30-5400	SUBSCRIPTIONS/DUES	1,343.48	3,000.00	0.00	310.05	2,689.95	10
001-521-30-5500	TRAINING	30,853.06	40,000.00	5,500.00	17,227.78	22,772.22	43
001-521-60-6300	CAPITAL IMPROVEMENT-OTHER	0.00	320,000.00	0.00	7,600.00	312,400.00	2
001-521-60-6350	POLICE IMPACT FEE PROJECTS	0.00	0.00	111,259.76-	0.00	0.00	0
001-521-60-6400	CAP. IMPROVEMENT-MACHINERY	185,188.49	222,840.00	0.00	71,321.00	151,519.00	32
001-521-70-7100	2018 POLICE CARS CAP LEASE-PRINCIPAL	57,524.09	0.00	0.00	0.00	0.00	0
001-521-70-7200	2018 POLICE CARS CAP LEASE-INTEREST	4,170.32	0.00	0.00	0.00	0.00	0
521 POLICE DEPARTMENT:		4,696,354.13	7,289,310.00	220,315.00	2,432,955.14	4,856,354.86	33
001-541-00-0000	PUBLIC WORKS/STREET DEPT.	0.00	0.00	0.00	0.00	0.00	0
001-541-10-1200	SALARIES	823,617.11	1,256,900.00	78,862.90	428,827.71	828,072.29	34
001-541-10-1250	ON CALL	3,900.00	3,900.00	300.00	1,800.00	2,100.00	46
001-541-10-1300	OVERTIME	12,544.80	12,000.00	1,289.58	5,495.55	6,504.45	46
001-541-10-1500	SICK LEAVE	39,374.25	0.00	1,462.08	11,102.69	11,102.69-	0
001-541-10-1600	VACATION PAY	45,392.03	0.00	4,861.88	26,054.31	26,054.31-	0
001-541-10-1800	HOLIDAY PAY	35,068.54	0.00	70.23	23,415.99	23,415.99-	0
001-541-10-2100	FICA EXPENSE	73,460.10	97,370.00	6,629.96	37,918.67	59,451.33	39
001-541-10-2200	RETIREMENT	112,253.47	172,760.00	12,557.80	72,803.60	99,956.40	42
001-541-10-2210	BENEFIT ADMIN FEES	27.00	0.00	0.00	0.00	0.00	0
001-541-10-2300	LIFE & HEALTH INSURANCE	137,294.00	234,000.00	13,919.78	77,831.38	156,168.62	33
001-541-10-2500	UNEMPLOYMENT COMPENSATION	0.00	2,000.00	0.00	39.50	1,960.50	2
001-541-10-2600	WORKERS COMPENSATION INSURANCE	17,862.46	20,000.00	1,602.75	14,446.40	5,553.60	72
001-541-30-3100	PROFESSIONAL SERVICES	93,620.80	211,580.00	3,067.08	31,249.80	180,330.20	15
001-541-30-3400	OTHER CONTRACTUAL SERVICES	100,675.83	378,100.00	1,030.24	73,480.55	304,619.45	19
001-541-30-3440	RIGHT-OF-WAY MAINTENANCE	108,099.00	265,000.00	0.00	60,335.41	204,664.59	23
001-541-30-3450	CLOTHING AND UNIFORMS	8,393.87	8,000.00	336.42	3,800.54	4,199.46	48
001-541-30-4000	TRAVEL & PER DIEM	591.73	5,500.00	171.00	379.40	5,120.60	7
001-541-30-4100	TELEPHONE EXPENSE	17,623.27	24,600.00	276.36	7,327.87	17,272.13	30
001-541-30-4110	IT LICENSING / EQUIPMENT	29,537.40	80,400.00	0.00	11,362.15	69,037.85	14
001-541-30-4200	POSTAGE/TRANSPORTATION FEES	49.14	100.00	0.00	42.14	57.86	42
001-541-30-4300	UTILITIES EXPENSE	24,202.35	23,200.00	2,488.50	8,067.94	15,132.06	35
001-541-30-4350	VILLAGES STREET LIGHTING	446,207.51	470,000.00	17,517.46	183,182.71	286,817.29	39
001-541-30-4400	RENTAL & LEASING	1,685.87	7,575.00	0.00	3,218.41	4,356.59	42
001-541-30-4600	REPAIR & MAINTENANCE	32,147.82	51,200.00	692.34	28,125.89	23,074.11	55
001-541-30-4601	REPAIR & MAINTENANCE - BUILDINGS	11,562.67	25,000.00	645.56	2,410.81	22,589.19	10

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Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
001-541-30-4900	MISC. EXPENSE & OTHER CURRENT	18.92	3,000.00	0.00	0.00	3,000.00	0
001-541-30-4940	LANDFILL DISPOSAL FEES	2,446.05	5,000.00	556.80	2,378.93	2,621.07	48
001-541-30-4960	BOOT ALLOWANCE	2,493.28	4,025.00	136.38	1,932.97	2,092.03	48
001-541-30-5100	OFFICE SUPPLIES	2,389.14	3,000.00	0.00	1,367.95	1,632.05	46
001-541-30-5200	OPERATING SUPPLIES	59,736.59	70,000.00	5,587.06	37,052.42	32,947.58	53
001-541-30-5250	FUEL EXPENSE	38,832.19	45,000.00	2,853.94	12,441.96	32,558.04	28
001-541-30-5400	SUBSCRIPTIONS/DUES	1,349.87	9,225.00	0.00	4,639.98	4,585.02	50
001-541-30-5500	TRAINING	13,759.37	19,080.00	1,430.00	5,902.80	13,177.20	31
001-541-60-6115	CITY HALL / ANNEX REHAB	60,663.05	50,000.00	0.00	2,104.42	47,895.58	4
001-541-60-6210	PUBLIC WORKS BUILDING	0.00	9,700.00	0.00	6,308.00	3,392.00	65
001-541-60-6400	CAP. IMPROVEMENT-MACHINERY	106,377.50	369,608.00	0.00	135,531.02	234,076.98	37
001-541-60-6681	PRINCIPAL-EQUIPMENT LEASE	46,316.72	28,200.00	0.00	28,171.17	28.83	100
001-541-60-6691	INTEREST-EQUIPMENT LEASE	4,091.49	2,165.00	0.00	2,160.33	4.67	100
541 PUBLIC WORKS/STREET DEPT.		2,513,665.19	3,967,188.00	158,346.10	1,352,711.37	2,614,476.63	34
001-549-00-0000	FLEET MAINTENANCE DEPT:	0.00	0.00	0.00	0.00	0.00	0
001-549-10-1200	SALARIES	165,584.51	245,440.00	18,443.79	96,685.46	148,754.54	39
001-549-10-1210	SPECIAL PAY	0.00	1,500.00	0.00	0.00	1,500.00	0
001-549-10-1500	SICK LEAVE	3,984.32	0.00	538.20	3,332.58	3,332.58-	0
001-549-10-1600	VACATION PAY	12,787.72	0.00	326.07	5,675.20	5,675.20-	0
001-549-10-1800	HOLIDAY PAY	7,001.01	0.00	153.78	6,087.71	6,087.71-	0
001-549-10-2100	FICA EXPENSE	14,485.54	18,900.00	1,488.84	8,551.28	10,348.72	45
001-549-10-2200	RETIREMENT	21,027.95	29,420.00	2,317.90	13,313.10	16,106.90	45
001-549-10-2210	BENEFIT ADMIN FEES	0.00	0.00	0.00	4.50	4.50-	0
001-549-10-2300	LIFE & HEALTH INSURANCE	30,260.16	46,800.00	3,563.78	19,368.76	27,431.24	41
001-549-10-2600	WORKERS COMPENSATION INSURANCE	6,966.43	7,800.00	625.08	5,634.13	2,165.87	72
001-549-30-3100	PROFESSIONAL SERVICES	0.00	500.00	0.00	25.00	475.00	5
001-549-30-3400	OTHER CONTRACTUAL SERVICES	220.00	2,800.00	247.00	891.64	1,908.36	32
001-549-30-3450	CLOTHING AND UNIFORMS	2,338.53	3,500.00	0.00	851.57	2,648.43	24
001-549-30-4000	TRAVEL & PER DIEM	70.90	100.00	0.00	0.00	100.00	0
001-549-30-4100	TELEPHONE EXPENSE	2,354.52	3,500.00	0.00	1,060.82	2,439.18	30
001-549-30-4110	IT LICENSING / EQUIPMENT	15,463.45	31,500.00	0.00	6,476.35	25,023.65	21
001-549-30-4200	POSTAGE/TRANSPORTATION FEES	0.00	100.00	0.00	0.00	100.00	0
001-549-30-4300	UTILITIES EXPENSE	4,388.52	5,000.00	629.10	3,335.58	1,664.42	67
001-549-30-4400	RENTAL & LEASING	1,580.89	2,500.00	0.00	1,258.28	1,241.72	50
001-549-30-4600	REPAIR & MAINTENANCE	2,896.45	5,000.00	0.00	1,908.72	3,091.28	38

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Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
001-549-30-4900	MISC. EXPENSE & OTHER CURRENT	0.00	100.00	0.00	0.00	100.00	0
001-549-30-4960	BOOT ALLOWANCE	235.37	700.00	0.00	447.34	252.66	64
001-549-30-5100	OFFICE SUPPLIES	645.01	1,500.00	272.51	1,185.32	314.68	79
001-549-30-5200	OPERATING SUPPLIES	26,334.32	35,000.00	614.12	13,942.22	21,057.78	40
001-549-30-5250	FUEL EXPENSE	3,990.54	3,500.00	377.76	1,494.64	2,005.36	43
001-549-30-5400	SUBSCRIPTIONS/DUES	1,069.99	500.00	0.00	0.00	500.00	0
001-549-30-5500	TRAINING	400.00	2,500.00	935.00	1,234.00	1,266.00	49
001-549-60-6400	CAP. IMPROVEMENTS-MACHINERY/EQUIP	23,626.15	85,900.00	0.00	64,787.28	21,112.72	75
549 FLEET MAINTENANCE DEPT:		347,712.28	534,060.00	30,532.93	257,551.48	276,508.52	48
001-572-00-0000	PARKS & RECREATION:	0.00	0.00	0.00	0.00	0.00	0
001-572-10-1200	SALARIES	438,703.66	675,650.00	38,916.64	220,988.24	454,661.76	33
001-572-10-1250	ON CALL	3,900.00	3,500.00	300.00	1,800.00	1,700.00	51
001-572-10-1300	OVERTIME	11,767.52	2,000.00	305.16	3,963.90	1,963.90-	198
001-572-10-1500	SICK LEAVE	15,073.16	0.00	1,222.52	6,495.46	6,495.46-	0
001-572-10-1600	VACATION PAY	21,229.69	0.00	861.96	7,009.38	7,009.38-	0
001-572-10-1800	HOLIDAY PAY	16,704.26	0.00	0.00	12,412.33	12,412.33-	0
001-572-10-1820	HOLIDAY PREMIUM	166.00	0.00	0.00	0.00	0.00	0
001-572-10-2100	FICA EXPENSE	38,827.68	52,110.00	3,182.88	19,619.41	32,490.59	38
001-572-10-2200	RETIREMENT	54,034.36	81,130.00	4,955.31	30,092.99	51,037.01	37
001-572-10-2300	LIFE & HEALTH INSURANCE	78,852.42	131,040.00	8,325.42	52,801.66	78,238.34	40
001-572-10-2500	UNEMPLOYMENT COMPENSATION	37.41	0.00	0.00	0.00	0.00	0
001-572-10-2600	WORKERS COMPENSATION INSURANCE	5,358.78	6,000.00	480.83	4,333.94	1,666.06	72
001-572-30-3100	PROFESSIONAL SERVICES	20,650.50	15,750.00	0.00	5,706.46	10,043.54	36
001-572-30-3400	OTHER CONTRACTUAL SERVICES	96,812.20	131,900.00	2,849.00	55,596.57	76,303.43	42
001-572-30-3450	CLOTHING AND UNIFORMS	3,842.07	7,550.00	0.00	0.00	7,550.00	0
001-572-30-4000	TRAVEL & PER DIEM	1,012.59	3,900.00	0.00	19.28	3,880.72	0
001-572-30-4100	TELEPHONE EXPENSE	19,695.91	18,000.00	255.91	7,903.22	10,096.78	44
001-572-30-4110	IT LICENSING / EQUIPMENT	28,329.62	34,800.00	118.44	13,894.72	20,905.28	40
001-572-30-4150	ADVERTISING AND PROMOTIONS	23,045.57	14,000.00	1,040.00	20,701.96	6,701.96-	148
001-572-30-4200	POSTAGE/TRANSPORTATION FEES	31.27	200.00	0.00	2.31	197.69	1
001-572-30-4300	UTILITIES EXPENSE	16,082.05	25,100.00	2,297.27	8,136.65	16,963.35	32
001-572-30-4400	RENTAL & LEASING	4,148.21	6,900.00	0.00	846.76	6,053.24	12
001-572-30-4600	REPAIR & MAINTENANCE	38,063.27	123,620.00	174.10	17,946.86	105,673.14	15
001-572-30-4601	REPAIR & MAINTENANCE - BUILDINGS	2,955.18	38,500.00	0.00	0.00	38,500.00	0
001-572-30-4610	BAKER HOUSE MAINTENANCE	2,506.91	10,000.00	0.00	425.78	9,574.22	4

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Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
001-572-30-4620	BAKER HOUSE OPERATIONS-OTHER MISC.	6,702.16	7,070.00	299.26	3,876.28	3,193.72	55
001-572-30-4630	BAKER HOUSE SPECIAL EVENTS	7,474.65	10,000.00	0.00	4,335.23	5,664.77	43
001-572-30-4900	MISC. EXPENSE & OTHER CURRENT	777.87	5,000.00	0.00	424.19	4,575.81	8
001-572-30-4910	SPECIAL EVENTS	123,526.80	118,500.00	5,950.00	52,326.32	66,173.68	44
001-572-30-4915	PROGRAMS, ACTIVITIES & LEAGUES	76,459.67	110,100.00	6,881.22	40,342.13	69,757.87	37
001-572-30-4920	SUMMER RECREATION PROGRAM	15,547.80	42,500.00	0.00	627.82	41,872.18	1
001-572-30-4960	BOOT ALLOWANCE	1,122.58	1,575.00	165.84	312.77	1,262.23	20
001-572-30-5100	OFFICE SUPPLIES	2,015.73	2,000.00	126.11	1,476.01	523.99	74
001-572-30-5200	OPERATING SUPPLIES	71,356.54	95,600.00	534.38	33,908.58	61,691.42	35
001-572-30-5250	FUEL EXPENSE	25,357.37	30,000.00	1,386.16	8,075.36	21,924.64	27
001-572-30-5280	LANDSCAPING	18,306.97	30,000.00	1,732.55	10,656.97	19,343.03	36
001-572-30-5400	SUBSCRIPTIONS/DUES	410.10	2,610.00	0.00	0.00	2,610.00	0
001-572-30-5500	TRAINING	4,105.00	10,600.00	0.00	899.00	9,701.00	8
001-572-60-6200	CAP. IMPROVEMENT-BUILDINGS	0.00	39,100.00	0.00	29,378.00	9,722.00	75
001-572-60-6300	CAPITAL IMPROVEMENT-OTHER	18,647.65	25,000.00	0.00	0.00	25,000.00	0
001-572-60-6351	MLK PARK PROJECT	224,643.64	103,240.96	0.00	77,018.69	26,222.27	75
001-572-60-6400	CAP. IMPROVEMENT-MACHINERY	75,786.00	149,690.52	0.00	68,917.52	80,773.00	46
572 PARKS & RECREATION:		1,614,070.82	2,164,236.48	82,360.96	823,272.75	1,340,963.73	38
001-575-00-0000	COMMUNITY CENTER:	0.00	0.00	0.00	0.00	0.00	0
001-575-10-1200	SALARIES	11,311.43	87,450.00	3,944.22	14,793.56	72,656.44	17
001-575-10-1300	OVERTIME	55.69	0.00	0.00	0.00	0.00	0
001-575-10-2100	FICA EXPENSE	869.65	6,690.00	301.75	1,131.74	5,558.26	17
001-575-10-2200	RETIREMENT	1,318.13	10,420.00	469.76	1,761.93	8,658.07	17
001-575-10-2300	LIFE & HEALTH INSURANCE	0.00	200.00	0.00	4.75	195.25	2
001-575-30-3100	PROFESSIONAL SERVICES	849.85	3,000.00	0.00	499.85	2,500.15	17
001-575-30-3400	OTHER CONTRACTUAL SERVICES	1,134.70	8,440.00	285.00	975.00	7,465.00	12
001-575-30-3450	CLOTHING AND UNIFORMS	220.48	1,200.00	0.00	0.00	1,200.00	0
001-575-30-4100	TELEPHONE EXPENSE	2,835.02	6,680.00	0.00	1,539.40	5,140.60	23
001-575-30-4200	POSTAGE/TRANSPORTATION FEES	17.07	250.00	28.20	74.79	175.21	30
001-575-30-4300	UTILITIES EXPENSE	45,205.90	24,800.00	4,360.03	19,928.97	4,871.03	80
001-575-30-4400	RENTAL & LEASING	1,912.19	2,600.00	0.00	284.35	2,315.65	11
001-575-30-4600	REPAIR & MAINTENANCE	12,029.48	30,000.00	250.00	545.69	29,454.31	2
001-575-30-5100	OFFICE SUPPLIES	425.01	1,000.00	0.00	703.81	296.19	70
001-575-30-5200	OPERATING SUPPLIES	7,528.12	15,000.00	0.00	2,295.19	12,704.81	15
001-575-30-5400	SUBSCRIPTIONS/DUES	100.00	0.00	0.00	0.00	0.00	0

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Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
	575 COMMUNITY CENTER:	85,812.72	197,730.00	9,138.96	44,539.03	153,190.97	23
001-580-90-0000	CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0
001-580-90-9901	CONTINGENCY RESERVE-GEN FUND	0.00	3,958,780.52	0.00	0.00	3,958,780.52	0
001-581-00-1040	TRANSFER TO EXPANDED CRA	185,870.00	197,730.00	0.00	0.00	197,730.00	0
001-581-90-3010	TRANSFER TO CAPITAL PROJECT FUND	18,650,000.00	8,000,000.00	0.00	0.00	8,000,000.00	0
	581 Total	18,835,870.00	8,197,730.00	0.00	0.00	8,197,730.00	0
	001 GENERAL FUND Expend Total	32,075,631.76	31,472,790.00	748,991.16	6,918,609.45	24,554,180.55	22

001 GENERAL FUND

	Prior	Current	YTD
Revenues:	23,781,188.03	463,731.07	19,426,209.68
Expended:	32,075,631.76	748,991.16	6,918,609.45
Net Income:	8,294,443.73-	285,260.09-	12,507,600.23

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Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
101-361-1350	INTEREST EARNED	521.29	200.00	17.44	206.45	6.45	103
101-364-1000	CEMETERY LOT SALES	2,100.00	2,100.00	0.00	1,400.00	700.00-	67
101-366-1350	CONTRIBUTIONS/DUES	2,430.00	2,000.00	0.00	480.00	1,520.00-	24
101-366-1360	GRAVE OPENING PERMITS	600.00	600.00	150.00	600.00	0.00	100
101-369-0000	OTHER MISCELLANEOUS REVENUE	0.00	100.00	0.00	0.00	100.00-	0
101-389-5000	NON-OPER/ CEMETERY RESERVES FORWARD	0.00	57,400.00	0.00	0.00	57,400.00-	0
101 CEMETERY FUND Revenue Total		5,651.29	62,400.00	167.44	2,686.45	59,713.55-	4

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
101-569-00-0000	GREENWOOD CEMETERY:	0.00	0.00	0.00	0.00	0.00	0
101-569-30-3100	PROFESSIONAL SERVICES	0.00	8,450.00	0.00	0.00	8,450.00	0
101-569-30-4600	REPAIR & MAINTENANCE	0.00	500.00	0.00	0.00	500.00	0
101-569-30-4900	MISC. EXPENSE & OTHER CURRENT	61.37	200.00	0.00	0.00	200.00	0
101-569-30-5200	OPERATING SUPPLIES	0.00	100.00	0.00	0.00	100.00	0
569 GREENWOOD CEMETERY:		61.37	9,250.00	0.00	0.00	9,250.00	0
101-580-90-9999	CONTINGENCY	0.00	53,150.00	0.00	0.00	53,150.00	0
101 CEMETERY FUND Expend Total		61.37	62,400.00	0.00	0.00	62,400.00	0

101 CEMETERY FUND

	Prior	Current	YTD
Revenues:	5,651.29	167.44	2,686.45
Expended:	61.37	0.00	0.00
Net Income:	5,589.92	167.44	2,686.45

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
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Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
104-361-0000	INTEREST	8,461.61	0.00	771.78	5,900.38	5,900.38	0
104-369-9000	TAX INCREMENT FINANCING - SUM CTY	369,830.00	368,670.00	0.00	0.00	368,670.00-	0
104-382-0010	TRANSFER FROM GENERAL	185,870.00	197,730.00	0.00	0.00	197,730.00-	0
104-389-5006	CASH FORWARD - CRA DISTRICT	0.00	1,007,900.00	0.00	0.00	1,007,900.00-	0
104 COMMUNITY REDEVELOPMENT Revenue Tota		564,161.61	1,574,300.00	771.78	5,900.38	1,568,399.62-	0
Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
104-550-00-0000	COMM REDEVELOPMENT DEPT.:	0.00	0.00	0.00	0.00	0.00	0
104-550-10-1200	SALARIES	31,654.31	42,210.00	3,223.13	16,976.13	25,233.87	40
104-550-10-1500	SICK LEAVE	599.30	0.00	0.00	418.17	418.17-	0
104-550-10-1600	VACATION PAY	2,697.94	0.00	103.97	1,327.63	1,327.63-	0
104-550-10-1800	HOLIDAY PAY	1,265.58	0.00	0.00	985.34	985.34-	0
104-550-10-2100	FICA EXPENSE	2,770.52	3,230.00	254.52	1,507.63	1,722.37	47
104-550-10-2200	RETIREMENT	4,330.56	5,030.00	1,050.36	6,221.59	1,191.59-	124
104-550-10-2300	LIFE & HEALTH INSURANCE	3,524.49	3,600.00	291.84	1,760.54	1,839.46	49
104-550-30-3100	PROFESSIONAL SERVICES	6,875.00	135,000.00	0.00	0.00	135,000.00	0
104-550-30-4000	TRAVEL & PER DIEM	0.00	1,500.00	0.00	0.00	1,500.00	0
104-550-30-5400	SUBSCRIPTIONS/DUES	175.00	175.00	0.00	200.00	25.00-	114
104-550-30-5500	TRAINING	0.00	4,000.00	0.00	0.00	4,000.00	0
104-550-60-6330	FACADE IMPROVEMENT GRANT	0.00	80,000.00	0.00	0.00	80,000.00	0
104-550-70-7303	DEMOLITIONS	0.00	20,000.00	0.00	0.00	20,000.00	0
104-550-70-7307	MISC. OTHER PROJECTS	70,653.62	55,925.00	0.00	0.00	55,925.00	0
104-550-70-7308	DOWNTOWN PARKING IMPROVEMENTS	167,101.15	50,000.00	0.00	0.00	50,000.00	0
550 COMM REDEVELOPMENT DEPT.:		291,647.47	400,670.00	4,923.82	29,397.03	371,272.97	7
104-580-90-9904	CONTINGENCY - CRA DISTRICT	0.00	1,173,630.00	0.00	0.00	1,173,630.00	0
104 COMMUNITY REDEVELOPMENT Expend Total		291,647.47	1,574,300.00	4,923.82	29,397.03	1,544,902.97	2

104 COMMUNITY REDEVELOPMENT

	Prior	Current	YTD
Revenues:	564,161.61	771.78	5,900.38
Expended:	291,647.47	4,923.82	29,397.03
Net Income:	272,514.14	4,152.04-	23,496.65-

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
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CITY OF WILDWOOD
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Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
105-361-0000	INTEREST	162.35	100.00	0.00	54.10	45.90-	54
105-369-0058	DONATIONS	14,697.00	15,000.00	4,628.00	20,836.00	5,836.00	139
105-389-5010	CASH FORWARD - BAKER HOUSE	0.00	27,400.00	0.00	0.00	27,400.00-	0
105 BAKER HOUSE Revenue Total		14,859.35	42,500.00	4,628.00	20,890.10	21,609.90-	49

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
105-576-00-0000	BAKER HOUSE DEPARTMENT:	0.00	0.00	0.00	0.00	0.00	0
105-576-30-4620	BAKER HOUSE OPERATIONS	103.38	30,000.00	8.11	38.64	29,961.36	0
105-580-90-9910	CONTINGENCY - BAKER HOUSE	0.00	12,500.00	0.00	0.00	12,500.00	0
105 BAKER HOUSE Expend Total		103.38	42,500.00	8.11	38.64	42,461.36	0

105 BAKER HOUSE		Prior	Current	YTD
Revenues:		14,859.35	4,628.00	20,890.10
Expended:		103.38	8.11	38.64
Net Income:		14,755.97	4,619.89	20,851.46

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Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
106-589-5010	CARRY FORWARD - HISTORICAL FUND	0.00	45.00	0.00	0.00	45.00-	0
	106 WILDWOOD AREA HISTORICA Revenue Tota	0.00	45.00	0.00	0.00	45.00-	0

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
106-577-00-0000	WILDWOOD AREA HISTORICAL ASSN	0.00	0.00	0.00	0.00	0.00	0
106-580-90-9911	CONTINGENCY - HISTORICAL ACCT	0.00	45.00	0.00	0.00	45.00	0
	106 WILDWOOD AREA HISTORICA Expend Total	0.00	45.00	0.00	0.00	45.00	0

106 WILDWOOD AREA HISTORICAL ASSOCIATION	Prior	Current	YTD
Revenues:	0.00	0.00	0.00
Expended:	0.00	0.00	0.00
Net Income:	0.00	0.00	0.00

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Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
107-341-3004	RECREATION IMPACT FEES	241,018.02	225,000.00	2,747.34	228,457.98	3,457.98	102
107-361-0000	INTEREST	2,318.59	0.00	454.94	2,581.89	2,581.89	0
107-389-5004	CASH FORWARD - P & R IMPACT FEE	0.00	275,000.00	0.00	0.00	275,000.00-	0
107 RECREATION IMPACT FEES Revenue Total		243,336.61	500,000.00	3,202.28	231,039.87	268,960.13-	46

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
107-572-00-0000	RECREATION IMPACT FEES:	0.00	0.00	0.00	0.00	0.00	0
107-580-90-9903	CONTINGENCY - P&R IMPACT FEES	0.00	500,000.00	0.00	0.00	500,000.00	0
107 RECREATION IMPACT FEES Expend Total		0.00	500,000.00	0.00	0.00	500,000.00	0

107 RECREATION IMPACT FEES		Prior	Current	YTD
Revenues:	243,336.61	3,202.28	231,039.87	
Expended:	0.00	0.00	0.00	
Net Income:	243,336.61	3,202.28	231,039.87	

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Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
108-341-3001	LAW ENFORCEMENT IMPACT FEES	1,416,256.93	1,100,000.00	65,186.44	385,961.95	714,038.05-	35
108-361-0000	INTEREST	153.73	0.00	0.00	80.00	80.00	0
108-389-5002	CASH FORWARD - POLICE IMPACT FEE	0.00	1,540,500.00	0.00	0.00	1,540,500.00-	0
108 LAW ENFORCEMENT IMPACT Revenue Total		1,416,410.66	2,640,500.00	65,186.44	386,041.95	2,254,458.05-	15

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
108-521-00-0000	LAW ENFORCEMENT IMPACT FEES:	0.00	0.00	0.00	0.00	0.00	0
108-521-30-4900	MISC. EXPENSE & OTHER CURRENT	389.02	0.00	0.00	160.68	160.68-	0
108-521-60-6400	CAP. IMPROVEMENT- MACHINERY & EQUIPMENT	215,588.32	710,400.00	118,006.61	118,006.61	592,393.39	17
108-521-70-9105	TRANSFER TO GENERAL FUND - LOAN PAYMENT	412,800.00	412,800.00	0.00	0.00	412,800.00	0
521 LAW ENFORCEMENT IMPACT FEES:		628,777.34	1,123,200.00	118,006.61	118,167.29	1,005,032.71	11
108-580-90-9902	CONTINGENCY -LAW ENFORCEMENT IMPACT FEES	0.00	1,517,300.00	0.00	0.00	1,517,300.00	0
108 LAW ENFORCEMENT IMPACT Expend Total		628,777.34	2,640,500.00	118,006.61	118,167.29	2,522,332.71	4

108 LAW ENFORCEMENT IMPACT FEES		Prior	Current	YTD
Revenues:	1,416,410.66	65,186.44	386,041.95	
Expended:	628,777.34	118,006.61	118,167.29	
Net Income:	787,633.32	52,820.17-	267,874.66	

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Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
301-361-0000	INTEREST	77,499.22	100.00	8,197.57	63,004.73	62,904.73	***
301-382-0010	TRANSFER FROM GENERAL FUND	18,650,000.00	8,000,000.00	0.00	0.00	8,000,000.00-	0
301-389-5000	NON-OPERATIONAL CASH FORWARD-CAP.IMPR	0.00	13,357,100.00	0.00	0.00	13,357,100.00-	0
	301 CAPITAL IMPROVEMENT FUN Revenue Tota	18,727,499.22	21,357,200.00	8,197.57	63,004.73	21,294,195.27-	0
Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
301-500-00-0000	CAPITAL IMPROVEMENT FUND	0.00	0.00	0.00	0.00	0.00	0
301-513-60-6201	CITY HALL HVAC PROJECT	349,579.75	91,581.50	0.00	55,153.13	36,428.37	60
301-516-60-6301	DOWNTOWN MASTER PLAN PROJECTS	53,856.05	125,000.00	5,748.12	10,778.18	114,221.82	9
301-516-60-6302	CITY PARKING FACILITIES REHAB	14,406.65	0.00	0.00	0.00	0.00	0
301-516-60-6303	CITY SIGN AT TRAILWINDS	171,231.00	0.00	0.00	0.00	0.00	0
	516 Total	239,493.70	125,000.00	5,748.12	10,778.18	114,221.82	9
301-521-60-6301	POLICE DEPARTMENT HQ MONUMENT SIGN	0.00	50,000.00	0.00	0.00	50,000.00	0
301-541-60-6101	DRAINAGE PROJECT LAND ACQUISITION	4,247.17	0.00	0.00	0.00	0.00	0
301-541-60-6201	PW BUILDING METAL ROOF REHAB	98,082.26	0.00	0.00	0.00	0.00	0
301-541-60-6202	MUNICIPAL SERVICES COMPLEX PROJECT	3,246,835.17	570,445.37	1,445.42	258,344.94	312,100.43	45
301-541-60-6203	PW POLE BARN	0.00	111,000.00	0.00	0.00	111,000.00	0
301-541-60-6204	PW BUILDING HVAC UPGRADES	0.00	80,000.00	0.00	1,562.50	78,437.50	2
301-541-60-6205	MSC HVAC UPGRADES	0.00	40,000.00	0.00	454.60	39,545.40	1
301-541-60-6301	PLEASANTDALE REHAB	22,550.00	1,316,375.00	0.00	8,130.00	1,308,245.00	1
301-541-60-6302	BARWICK REHAB	99,665.90	366,675.80	0.00	4,280.00	362,395.80	1
301-541-60-6303	OAK GROVE VILLAGE DRAINAGE IMPROVEMENTS	6,000.00	948,200.00	0.00	95,778.28	852,421.72	10
301-541-60-6304	PW PARKING FACILITIES REHAB	19,773.35	0.00	0.00	0.00	0.00	0
301-541-60-6305	PAVEMENT PRESERVATION PLAN	635,922.82	1,000,000.00	0.00	0.00	1,000,000.00	0
301-541-60-6306	CLAY DRAIN ROAD DESIGN	157,058.00	614,815.00	0.00	64,212.00	550,603.00	10
301-541-60-6307	JACKSON ST IMPROVEMENTS	0.00	200,000.00	0.00	0.00	200,000.00	0
301-541-60-6308	HUEY ST IMPROVEMENTS	0.00	280,000.00	0.00	9,660.00	270,340.00	3
301-541-60-6309	ST CLAIR STREET IMPROVEMENTS	0.00	200,000.00	0.00	0.00	200,000.00	0
	541 Total	4,290,134.67	5,727,511.17	1,445.42	442,422.32	5,285,088.85	8
301-572-60-6201	MLK PARK CONCESSION STAND/RESTROOMS	21,973.94	328,763.00	0.00	92,061.17	236,701.83	28

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Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
301-572-60-6202	BAKER HOUSE RESTROOMS	139,425.64	37,135.00	24.98	40,835.44	3,700.44-	110
301-572-60-6203	LAKE DEATON RESTROOMS	109,499.41	0.00	0.00	0.00	0.00	0
301-572-60-6204	MILLENNIUM PARK STORAGE BARN	7,069.50	0.00	0.00	0.00	0.00	0
301-572-60-6205	RECREATION CENTER AT MLK PARK	0.00	150,000.00	0.00	823.40	149,176.60	1
301-572-60-6206	OXFORD PARK BATHROOMS	0.00	115,000.00	0.00	0.00	115,000.00	0
301-572-60-6207	OUTREACH CENTER RE-ROOF	0.00	45,000.00	0.00	15,590.00	29,410.00	35
301-572-60-6301	LAKE DEATON PARKING FACILITIES REHAB	10,213.15	0.00	0.00	0.00	0.00	0
301-572-60-6302	MILLENNIUM PARK IMPROVEMENTS	189,928.98	4,044,385.00	2,875.00	125,174.89	3,919,210.11	3
301-572-60-6303	MLK PARK BASKETBALL COURT REHAB	0.00	112,000.00	0.00	7,814.40	104,185.60	7
301-572-60-6304	LAKE DEATON PIER IMPROVEMENTS	0.00	132,000.00	0.00	24.40	131,975.60	0
301-572-60-6305	CITY HALL COURTYARD REHAB	0.00	100,000.00	0.00	27,410.00	72,590.00	27
572 Total		478,110.62	5,064,283.00	2,899.98	309,733.70	4,754,549.30	6
301-575-60-6201	COMMUNITY CENTER HVAC UPGRADES	0.00	400,000.00	0.00	9,482.50	390,517.50	2
301-575-60-6301	COMMUNITY CENTER PARKING REHAB	21,834.35	0.00	0.00	0.00	0.00	0
575 Total		21,834.35	400,000.00	0.00	9,482.50	390,517.50	2
301-580-90-9901	CONTINGENCY-CAP.IMPROVEMENT FUND	0.00	9,898,824.33	0.00	0.00	9,898,824.33	0
301 CAPITAL IMPROVEMENT FUN Expend Total		5,379,153.09	21,357,200.00	10,093.52	827,569.83	20,529,630.17	4

301 CAPITAL IMPROVEMENT FUND

	Prior	Current	YTD
Revenues:	18,727,499.22	8,197.57	63,004.73
Expended:	5,379,153.09	10,093.52	827,569.83
Net Income:	13,348,346.13	1,895.95-	764,565.10-

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Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
401-343-3100	WATER SALES-OPERATING INCOME	3,134,128.65	3,210,000.00	0.00	1,101,832.07	2,108,167.93-	34
401-343-3500	WATER- METER INSTALLATIONS	140,063.34	100,000.00	2,666.00	96,820.90	3,179.10-	97
401-343-3510	WATER- OTHER (ON/OFF FEES)	37,125.00	30,000.00	0.00	13,250.00	16,750.00-	44
401-343-3520	WATER INCOME-OTHER	14,266.69	10,000.00	364.00	7,207.53	2,792.47-	72
401-343-3550	WATER UTILITY TAX	273.60-	0.00	10,438.90-	0.00	0.00	0
401-343-4151	RE-ROUTE FEE	28.75-	0.00	0.00	0.00	0.00	0
401-343-5100	SEWER OPERATING INCOME-BILLINGS	4,708,612.04	4,710,000.00	0.00	1,677,600.60	3,032,399.40-	36
401-343-5510	SEWER OTHER MISC	0.00	12,000.00	0.00	0.00	12,000.00-	0
401-343-5511	LAND LEASE-TURTLE MOUNT(TOWER)	15,795.50	15,000.00	1,322.50	7,935.00	7,065.00-	53
401-343-5520	TSS/COD WASTEWATER FEES	783,061.15	800,000.00	0.00	254,169.85	545,830.15-	32
401-343-6100	REUSE WATER OPERATIONS	108,490.53	100,000.00	0.00	25,948.93	74,051.07-	26
401-361-0000	INTEREST EARNINGS	87,671.83	5,000.00	6,531.72	56,876.17	51,876.17	***
401-381-1008	TRANSFER FROM WATER CONNECTION FEE FUND	13,820.00	0.00	0.00	0.00	0.00	0
401-381-1011	TRANSFER FROM WATER SDC FUND	219,080.26	0.00	0.00	0.00	0.00	0
401-381-1014	TRANSFER FROM SEWER SDC FUND	357,517.36	0.00	0.00	0.00	0.00	0
401-389-5000	Non-Operational-Cash Forward- W/S	0.00	9,170,000.00	0.00	0.00	9,170,000.00-	0
	401 UTILITY FUND Revenue Total	9,619,330.00	18,162,000.00	445.32	3,241,641.05	14,920,358.95-	18
Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
401-530-00-0000	PHYSICAL ENVIRONMENT/ADMIN:	0.00	0.00	0.00	0.00	0.00	0
401-530-10-1200	SALARIES	129,571.91	162,800.00	11,742.51	64,815.42	97,984.58	40
401-530-10-1300	OVERTIME	0.00	1,000.00	0.00	0.00	1,000.00	0
401-530-10-1500	SICK LEAVE	6,659.06	0.00	278.26	2,875.93	2,875.93-	0
401-530-10-1600	VACATION PAY	7,634.30	0.00	790.05	4,333.42	4,333.42-	0
401-530-10-1800	HOLIDAY PAY	5,638.77	0.00	0.00	3,838.29	3,838.29-	0
401-530-10-2100	FICA EXPENSE	11,417.42	12,540.00	978.50	5,794.38	6,745.62	46
401-530-10-2200	RETIREMENT	16,612.60	19,350.00	1,525.75	9,035.29	10,314.71	47
401-530-10-2210	BENEFIT ADMIN FEES	54.00	0.00	0.00	22.50	22.50-	0
401-530-10-2300	LIFE & HEALTH INSURANCE	30,150.00	37,440.00	2,737.04	17,517.24	19,922.76	47
401-530-10-2500	UNEMPLOYMENT COMPENSATION	0.00	1,500.00	0.00	0.00	1,500.00	0
401-530-10-2600	WORKERS COMPENSATION INSURANCE	893.14	1,000.00	80.14	722.32	277.68	72
401-530-30-3100	PROFESSIONAL SERVICES	772.50	4,125.00	0.00	0.00	4,125.00	0
401-530-30-3200	ACCOUNTING & AUDITING FEES	18,500.00	19,250.00	0.00	0.00	19,250.00	0
401-530-30-3400	OTHER CONTRACTUAL SERVICES	14,475.67	32,410.00	2,376.83	12,333.24	20,076.76	38
401-530-30-4000	TRAVEL & PER DIEM	0.00	1,000.00	0.00	0.00	1,000.00	0
401-530-30-4100	TELEPHONE EXPENSE	4,717.93	5,250.00	0.00	1,799.14	3,450.86	34

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Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
401-530-30-4110	IT LICENSING / EQUIPMENT	17,010.09	25,300.00	2,054.00	20,918.93	4,381.07	83
401-530-30-4200	POSTAGE/TRANSPORTATION FEES	26,543.62	33,000.00	5,000.60	10,818.13	22,181.87	33
401-530-30-4300	UTILITIES EXPENSE	17,714.36	25,000.00	1,310.19	6,548.18	18,451.82	26
401-530-30-4400	RENTAL & LEASING	2,995.44	1,000.00	166.55	1,373.34	373.34-	137
401-530-30-4500	GENERAL INSURANCE	145,449.13	170,000.00	0.00	184,869.50	14,869.50-	109
401-530-30-4600	REPAIR & MAINTENANCE	9,145.94	21,000.00	420.69	2,052.69	18,947.31	10
401-530-30-4900	MISC. EXPENSE & OTHER CURRENT	16,173.73	14,500.00	0.00	4,590.00	9,910.00	32
401-530-30-5100	OFFICE SUPPLIES	887.68	2,000.00	12.26	167.05	1,832.95	8
401-530-30-5200	OPERATING SUPPLIES	4,677.81	5,600.00	0.00	2,294.14	3,305.86	41
401-530-30-5400	SUBSCRIPTIONS/DUES	37.50	450.00	0.00	0.00	450.00	0
401-530-30-5500	TRAINING	2,808.00	2,000.00	0.00	702.00	1,298.00	35
530 PHYSICAL ENVIRONMENT/ADMIN:		490,540.60	597,515.00	29,473.37	357,421.13	240,093.87	60
401-533-00-0000	WATER DEPARTMENT:	0.00	0.00	0.00	0.00	0.00	0
401-533-10-1200	SALARIES	578,503.25	873,990.00	54,135.03	298,087.40	575,902.60	34
401-533-10-1250	ON CALL	7,950.00	7,800.00	600.00	3,675.00	4,125.00	47
401-533-10-1300	OVERTIME	10,948.00	15,000.00	680.03	5,588.89	9,411.11	37
401-533-10-1500	SICK LEAVE	19,901.90	0.00	2,016.31	12,373.03	12,373.03-	0
401-533-10-1600	VACATION PAY	27,997.90	0.00	2,224.28	18,721.17	18,721.17-	0
401-533-10-1800	HOLIDAY PAY	23,228.01	0.00	143.77	15,825.75	15,825.75-	0
401-533-10-1820	HOLIDAY PREMIUM	3,128.30	5,000.00	0.00	1,757.44	3,242.56	35
401-533-10-2100	FICA EXPENSE	51,381.52	68,990.00	4,574.63	27,236.33	41,753.67	39
401-533-10-2200	RETIREMENT	74,766.51	107,410.00	7,122.06	42,403.00	65,007.00	39
401-533-10-2210	BENEFIT ADMIN FEES	189.00	0.00	0.00	49.50	49.50-	0
401-533-10-2300	LIFE & HEALTH INSURANCE	90,475.94	168,480.00	9,087.23	57,812.29	110,667.71	34
401-533-10-2500	UNEMPLOYMENT COMPENSATION	0.00	2,500.00	0.00	0.00	2,500.00	0
401-533-10-2600	WORKERS COMPENSATION INSURANCE	13,396.92	15,000.00	1,202.07	10,834.80	4,165.20	72
401-533-30-3100	PROFESSIONAL SERVICES	62,113.51	61,890.00	0.00	17,822.35	44,067.65	29
401-533-30-3400	OTHER CONTRACTUAL SERVICES	50,109.22	180,000.00	15,499.77	40,865.60	139,134.40	23
401-533-30-3450	CLOTHING AND UNIFORMS	5,029.71	9,000.00	101.90	2,474.60	6,525.40	28
401-533-30-4000	TRAVEL & PER DIEM	3,402.39	4,500.00	525.84	3,746.00	754.00	83
401-533-30-4100	TELEPHONE EXPENSE	26,647.03	38,600.00	493.50	12,985.31	25,614.69	34
401-533-30-4110	IT LICENSING / EQUIPMENT	14,033.94	64,200.00	647.12	15,317.25	48,882.75	24
401-533-30-4200	POSTAGE/TRANSPORTATION FEES	2,045.46	2,500.00	0.00	1.44	2,498.56	0
401-533-30-4300	UTILITIES EXPENSE	151,616.77	130,000.00	9,128.64	75,890.34	54,109.66	58
401-533-30-4400	RENTAL & LEASING	8,001.54	9,000.00	22.30	3,684.07	5,315.93	41

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Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
401-533-30-4600	REPAIR & MAINTENANCE	162,692.01	150,000.00	1,334.79	32,056.78	117,943.22	21
401-533-30-4900	MISC. EXPENSE & OTHER CURRENT	0.00	5,000.00	0.00	0.00	5,000.00	0
401-533-30-4960	BOOT ALLOWANCE	1,024.79	2,400.00	0.00	430.17	1,969.83	18
401-533-30-5010	BAD DEBT EXPENSE	0.00	0.00	0.00	60.19	60.19-	0
401-533-30-5100	OFFICE SUPPLIES	3,980.89	4,000.00	418.82	3,526.71	473.29	88
401-533-30-5200	OPERATING SUPPLIES	319,165.14	250,000.00	1,230.42	174,841.90	75,158.10	70
401-533-30-5220	WATER METERS	0.00	310,000.00	18,202.41	44,398.69	265,601.31	14
401-533-30-5250	FUEL EXPENSE	49,450.92	45,000.00	3,279.87	17,215.07	27,784.93	38
401-533-30-5260	CHEMICALS	205,896.28	225,000.00	9,466.75	98,371.99	126,628.01	44
401-533-30-5270	LABORATORY SAMPLES	14,140.00	50,000.00	525.00	13,390.00	36,610.00	27
401-533-30-5400	SUBSCRIPTIONS/DUES	5,264.00	9,000.00	203.00	1,133.80	7,866.20	13
401-533-30-5500	TRAINING	4,644.09	7,600.00	989.00	2,736.00	4,864.00	36
401-533-60-6200	CAP. IMPROVEMENT-BUILDINGS	4.00	25,334.00	0.00	25,334.00	0.00	100
401-533-60-6300	CAPITAL IMPROVEMENT-OTHER	33,999.55	123,000.00	0.00	24,569.35	98,430.65	20
401-533-60-6301	METER CHANGE OUT PROGRAM	18,396.00	206,600.00	0.00	81,600.00	125,000.00	40
401-533-60-6350	LOOP/UPGRADE WATER MAINS	122,750.39	525,200.00	0.00	23,880.00	501,320.00	5
401-533-60-6400	CAP. IMPROVEMENT-MACHINERY	15,939.00	178,000.00	0.00	0.00	178,000.00	0
401-533-60-6681	LEASE PURCHASE PRINCIPAL PMT	0.00	18,450.00	0.00	18,446.55	3.45	100
401-533-60-6691	LEASE PURCHASE INTEREST PMT	0.00	3,155.00	0.00	3,151.86	3.14	100
401-533-70-7319	CR 209 WATER MAIN EXTENSION	3,543.84	498,798.81	0.00	393,829.61	104,969.20	79
533 WATER DEPARTMENT:		2,185,757.72	4,400,397.81	143,854.54	1,626,124.23	2,774,273.58	37
401-535-00-0000	WASTEWATER DEPARTMENT:	0.00	0.00	0.00	0.00	0.00	0
401-535-10-1200	SALARIES	698,401.38	1,126,740.00	63,599.30	325,485.93	801,254.07	29
401-535-10-1250	ON CALL	11,325.00	11,700.00	900.00	5,325.00	6,375.00	46
401-535-10-1300	OVERTIME	11,504.15	15,000.00	1,785.54	5,875.11	9,124.89	39
401-535-10-1500	SICK LEAVE	41,969.86	0.00	1,378.34	10,341.14	10,341.14-	0
401-535-10-1600	VACATION PAY	47,271.59	0.00	997.84	23,727.20	23,727.20-	0
401-535-10-1800	HOLIDAY PAY	28,565.32	0.00	243.58	15,752.98	15,752.98-	0
401-535-10-1820	HOLIDAY PREMIUM	7,594.27	9,000.00	0.00	7,119.37	1,880.63	79
401-535-10-2100	FICA EXPENSE	65,544.19	88,930.00	5,271.24	30,112.57	58,817.43	34
401-535-10-2200	RETIREMENT	97,095.04	138,450.00	8,206.55	47,571.75	90,878.25	34
401-535-10-2210	BENEFIT ADMIN FEES	184.50	0.00	0.00	45.00	45.00-	0
401-535-10-2300	LIFE & HEALTH INSURANCE	121,399.96	215,280.00	10,706.54	62,363.79	152,916.21	29
401-535-10-2500	UNEMPLOYMENT COMPENSATION	0.00	2,500.00	0.00	0.00	2,500.00	0
401-535-10-2600	WORKERS COMPENSATION INSURANCE	26,793.74	30,000.00	2,404.14	21,669.61	8,330.39	72

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Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
401-535-30-3100	PROFESSIONAL SERVICES	85,900.40	82,087.50	0.00	18,584.45	63,503.05	23
401-535-30-3400	OTHER CONTRACTUAL SERVICES	70,454.05	175,000.00	14,345.41	53,117.31	121,882.69	30
401-535-30-3450	CLOTHING AND UNIFORMS	7,867.83	11,000.00	260.16	2,900.38	8,099.62	26
401-535-30-4000	TRAVEL & PER DIEM	998.89-	4,500.00	494.03	1,567.03	2,932.97	35
401-535-30-4100	TELEPHONE EXPENSE	13,811.03	15,000.00	177.66	6,427.53	8,572.47	43
401-535-30-4110	IT LICENSING / EQUIPMENT	24,462.53	57,900.00	713.87	13,088.15	44,811.85	23
401-535-30-4200	POSTAGE/TRANSPORTATION FEES	416.05	1,500.00	71.34	801.26	698.74	53
401-535-30-4300	UTILITIES EXPENSE	340,898.82	270,000.00	33,555.51	167,187.87	102,812.13	62
401-535-30-4400	RENTAL & LEASING	2,594.22	2,000.00	29.80	1,133.69	866.31	57
401-535-30-4600	REPAIR & MAINTENANCE	382,839.96	275,000.00	11,382.05	231,215.43	43,784.57	84
401-535-30-4900	MISC. EXPENSE & OTHER CURRENT	1,740.11	5,000.00	0.00	353.36	4,646.64	7
401-535-30-4940	LANDFILL DISPOSAL FEES	88,413.44	115,000.00	6,291.00	83,135.70	31,864.30	72
401-535-30-4960	BOOT ALLOWANCE	1,179.46	3,500.00	0.00	792.35	2,707.65	23
401-535-30-5100	OFFICE SUPPLIES	3,766.83	4,000.00	241.78	2,225.45	1,774.55	56
401-535-30-5200	OPERATING SUPPLIES	190,152.02	200,000.00	17,614.78	100,185.49	99,814.51	50
401-535-30-5250	FUEL EXPENSE	40,619.27	50,000.00	3,026.32	31,103.08	18,896.92	62
401-535-30-5260	CHEMICALS	96,327.40	120,000.00	10,946.74	80,630.71	39,369.29	67
401-535-30-5270	LABORATORY SAMPLES	45,002.42	65,000.00	2,725.00	29,494.00	35,506.00	45
401-535-30-5400	SUBSCRIPTIONS/DUES	370.00	4,000.00	0.00	421.85	3,578.15	11
401-535-30-5500	TRAINING	1,440.00	7,600.00	347.83	1,119.83	6,480.17	15
401-535-60-6200	CAP. IMPROVEMENT-BUILDINGS	6,830.00	30,000.00	0.00	0.00	30,000.00	0
401-535-60-6250	LIFT STATION UPGRADES	261,846.00	576,420.00	0.00	0.00	576,420.00	0
401-535-60-6300	CAPITAL IMPROVEMENT-OTHER	193,432.00	227,000.00	118,000.00	122,569.35	104,430.65	54
401-535-60-6310	MILLENNIUM PARK PROJECT	0.00	243,100.00	0.00	14,250.00	228,850.00	6
401-535-60-6400	CAP. IMPROVEMENT-MACHINERY	4,324.00	1,036,207.00	0.00	359,555.11	676,651.89	35
401-535-60-6610	SEWER SYSTEM RENEWAL AND REPLACEMENT	400,175.10	374,700.00	0.00	218,835.00	155,865.00	58
401-535-60-6681	LEASE PURCHASE PRINCIPAL PMT	0.00	75,620.00	0.00	75,617.58	2.42	100
401-535-60-6691	LEASE PURCHASE INTEREST PMT	13,107.50	8,985.00	0.00	8,981.09	3.91	100
401-535-60-6770	SR 44 FM / CCC DECOMMISSIONING	136,242.25	2,500,000.00	0.00	4,274.50	2,495,725.50	0
401-535-70-7302	BUENA VISTA FORCEMAIN	0.00	350,000.00	0.00	0.00	350,000.00	0
401-535-70-7303	WILDWOOD ESTATES LS	0.37-	338,301.37	0.00	265,344.97	72,956.40	78
535 WASTEWATER DEPARTMENT:		3,570,862.43	8,866,020.87	315,716.35	2,450,301.97	6,415,718.90	28
401-580-90-0000	CONTINGENCY:	0.00	0.00	0.00	0.00	0.00	0
401-580-90-9912	CONTIN- WATER SEWER-REFUSE	0.00	3,613,536.32	0.00	0.00	3,613,536.32	0

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Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
401-582-00-0000	DEBT SERVICE:	0.00	0.00	0.00	0.00	0.00	0
401-582-30-5900	DEPRECIATION	2,457,368.00	0.00	0.00	0.00	0.00	0
401-582-30-5920	BAD DEBT EXPENSE	29,120.00	0.00	0.00	0.00	0.00	0
401-582-70-7100	SUMTER SCHOOL BOARD LEASE PURCHASE	0.00	170,000.00	170,000.00	170,000.00	0.00	100
401-582-70-7103	DBT SRV.-SRF LOAN PRIN-2007	0.00	340,810.00	0.00	169,523.38	171,286.62	50
401-582-70-7106	DEBT SERV-2016 CONTINENTAL LOAN (BB&T)	0.00	107,755.00	0.00	53,534.92	54,220.08	50
401-582-70-7204	INT EXP.-SRF LOAN-3 (2007)	46,084.86	39,105.00	0.00	20,434.06	18,670.94	52
401-582-70-7205	DEBT SVC.-INTEREST-2013 REFINANCE	2,315.30	0.00	0.00	0.00	0.00	0
401-582-70-7206	DEBT SERV-INTERST-2016 CONTINENTAL (BBT)	29,566.42	26,860.00	0.00	13,772.60	13,087.40	51
	582 DEBT SERVICE:	2,564,454.58	684,530.00	170,000.00	427,264.96	257,265.04	62
	401 UTILITY FUND Expend Total	8,811,615.33	18,162,000.00	659,044.26	4,861,112.29	13,300,887.71	27

401 UTILITY FUND

	Prior	Current	YTD
Revenues:	9,619,330.00	445.32	3,241,641.05
Expended:	8,811,615.33	659,044.26	4,861,112.29
Net Income:	807,714.67	658,598.94-	1,619,471.24-

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Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
402-334-3102	STATE APPROPRIATION - CR 209 WATER MAIN	197,033.60	0.00	0.00	0.00	0.00	0
402-361-0000	INTEREST	24,160.51	1,000.00	3,722.39	26,684.98	25,684.98	***
402-389-5000	CASH FORWARD	0.00	4,000,000.00	0.00	0.00	4,000,000.00-	0
402 CAPITAL PROJECTS (LOAN/ Revenue Total		221,194.11	4,001,000.00	3,722.39	26,684.98	3,974,315.02-	1
Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
402-536-70-7352	MILLENNIUM PARK REUSE PROJECT	0.00	3,000,000.00	0.00	0.00	3,000,000.00	0
402-580-90-9913	CONTINGENCY - CONSTRUCTION FUND	0.00	1,001,000.00	0.00	0.00	1,001,000.00	0
402 CAPITAL PROJECTS (LOAN/ Expend Total		0.00	4,001,000.00	0.00	0.00	4,001,000.00	0

402 CAPITAL PROJECTS (LOAN/GRANT)		Prior	Current	YTD
Revenues:	221,194.11	3,722.39	26,684.98	
Expended:	0.00	0.00	0.00	
Net Income:	221,194.11	3,722.39	26,684.98	

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Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
403-361-0000	INTEREST EARNINGS	557.21	100.00	31.12	323.85	223.85	324
403-389-5000	NON-OPERATIONAL-CASH FORWARD	0.00	72,500.00	0.00	0.00	72,500.00-	0
403 INDUSTRIAL FUND Revenue Total		557.21	72,600.00	31.12	323.85	72,276.15-	0

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
403-552-00-0000	INDUSTRIAL PARK:	0.00	0.00	0.00	0.00	0.00	0
403-552-30-3100	PROFESSIONAL SERVICES	0.00	1,000.00	0.00	0.00	1,000.00	0
403-552-30-4900	MISC. EXPENSE & OTHER CURRENT	13.19	0.00	0.00	0.00	0.00	0
403-552-30-4980	DEPRECIATION EXPENSE	6,607.00	0.00	0.00	0.00	0.00	0
552 INDUSTRIAL PARK:		6,620.19	1,000.00	0.00	0.00	1,000.00	0
403-580-90-9999	CONTINGENCY	0.00	61,600.00	0.00	0.00	61,600.00	0
403-581-00-0000	INDUSTRIAL PARK:	0.00	0.00	0.00	0.00	0.00	0
403-581-00-0100	TRANSFER TO GENERAL FUND	10,000.00	10,000.00	0.00	0.00	10,000.00	0
403 INDUSTRIAL FUND Expend Total		16,620.19	72,600.00	0.00	0.00	72,600.00	0

403 INDUSTRIAL FUND

	Prior	Current	YTD
Revenues:	557.21	31.12	323.85
Expended:	16,620.19	0.00	0.00
Net Income:	16,062.98-	31.12	323.85

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Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
404-343-3501	WATER SYSTEM CONNECTION FEES	7,412.21	7,000.00	0.00	0.00	7,000.00-	0
404-361-0000	INTEREST	49.41	0.00	0.00	20.18	20.18	0
404-389-5002	CASH FORWARD - WATER CONNECTIONS	0.00	383,800.00	0.00	0.00	383,800.00-	0
404 WATER CONNECTION FEES Revenue Total		7,461.62	390,800.00	0.00	20.18	390,779.82-	0
Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
404-533-30-4900	MISC. EXPENSE & OTHER CURRENT	361.77	0.00	0.00	150.19	150.19-	0
404-533-70-7352	ASHLEY WTP PROJECT	0.25	390,000.00	1,348.05	60,460.05	329,539.95	16
533 Total		362.02	390,000.00	1,348.05	60,610.24	329,389.76	16
404-580-90-9909	CONTINGENCY - WATER CONNECTION FEES	0.00	800.00	0.00	0.00	800.00	0
404-581-90-9101	TRANSFER TO W/S FUND	13,820.00	0.00	0.00	0.00	0.00	0
404 WATER CONNECTION FEES Expend Total		14,182.02	390,800.00	1,348.05	60,610.24	330,189.76	16

404 WATER CONNECTION FEES

	Prior	Current	YTD
Revenues:	7,461.62	0.00	20.18
Expended:	14,182.02	1,348.05	60,610.24
Net Income:	6,720.40-	1,348.05-	60,590.06-

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Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
406-343-5500	SEWER TAP CONNECTION FEES	15,731.69	5,000.00	0.00	0.00	5,000.00-	0
406-361-0000	INTEREST	38.24	0.00	0.00	15.53	15.53	0
406-389-5006	CASH FORWARD - WASTEWATER CONNECTION FEE	0.00	383,950.00	0.00	0.00	383,950.00-	0
	406 WASTEWATER CONNECTION F Revenue Tota	15,769.93	388,950.00	0.00	15.53	388,934.47-	0
Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
406-535-00-0000	SEWER TAP CONNECTION FEES:	0.00	0.00	0.00	0.00	0.00	0
406-535-30-4900	MISC. EXPENSE & OTHER CURRENT	361.20	0.00	0.00	150.00	150.00-	0
406-535-60-6392	WWTF CLARIFIER DEMO/CONSTRUCTION-DESIGN	0.00	100,000.00	0.00	0.00	100,000.00	0
406-535-60-6393	WILDWOOD ESTATES LS	0.00	228,589.90	0.00	199,623.00	28,966.90	87
	535 SEWER TAP CONNECTION FEES:	361.20	328,589.90	0.00	199,773.00	128,816.90	61
406-580-90-5006	CONTINGENCY - WASTEWATER CONNECTION FEES	0.00	60,360.10	0.00	0.00	60,360.10	0
	406 WASTEWATER CONNECTION F Expend Total	361.20	388,950.00	0.00	199,773.00	189,177.00	51

406 WASTEWATER CONNECTION FEES	Prior	Current	YTD
Revenues:	15,769.93	0.00	15.53
Expended:	361.20	0.00	199,773.00
Net Income:	15,408.73	0.00	199,757.47-

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Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
408-343-3560	WATER SDC FEES	1,717,366.25	1,500,000.00	8,005.12	469,854.52	1,030,145.48-	31
408-361-0000	INTEREST EARNED	306.43	100.00	0.00	168.04	68.04	168
408-389-5012	CASH FORWARD - WATER SDC	0.00	3,427,000.00	0.00	0.00	3,427,000.00-	0
408 WATER SDC FEES Revenue Total		1,717,672.68	4,927,100.00	8,005.12	470,022.56	4,457,077.44-	10
Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
408-533-30-4900	MISC. EXPENSE & OTHER CURRENT	378.48	0.00	0.00	156.30	156.30-	0
408-533-70-7352	ASHLEY WTP UPGRADES	0.00	80,000.00	0.00	0.00	80,000.00	0
408-533-70-7354	CR 209 WATER MAIN EXT PHASE 1	0.00	800,000.00	0.00	0.00	800,000.00	0
533 Total		378.48	880,000.00	0.00	156.30	879,843.70	0
408-580-90-9914	CONTINGENCY - WATER SDC FUND	0.00	3,791,070.00	0.00	0.00	3,791,070.00	0
408-581-90-9101	TRANSFER TO W/S FUND	219,080.26	0.00	0.00	0.00	0.00	0
408-582-70-7107	SRF PRINCIPAL - OXFORD WTP	0.00	221,015.00	0.00	110,263.62	110,751.38	50
408-582-70-7207	SRF INTEREST - OXFORD WTP	36,949.34	35,015.00	0.00	17,751.18	17,263.82	51
582 Total		36,949.34	256,030.00	0.00	128,014.80	128,015.20	50
408 WATER SDC FEES Expend Total		256,408.08	4,927,100.00	0.00	128,171.10	4,798,928.90	3

408 WATER SDC FEES

	Prior	Current	YTD
Revenues:	1,717,672.68	8,005.12	470,022.56
Expended:	256,408.08	0.00	128,171.10
Net Income:	1,461,264.60	8,005.12	341,851.46

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING MARCH 27 2023

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
409-343-5560	WASTEWATER SDC FEES	3,022,260.92	2,650,000.00	12,875.40	1,602,248.98	1,047,751.02-	60
409-361-0000	INTEREST EARNED	615.64	100.00	0.00	326.62	226.62	327
409-389-5013	CASH FORWARD	0.00	6,890,000.00	0.00	0.00	6,890,000.00-	0
409 WASTEWATER SDC FEES Revenue Total		3,022,876.56	9,540,100.00	12,875.40	1,602,575.60	7,937,524.40-	17
Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
409-535-30-4900	MISC. EXPENSE & OTHER CURRENT	385.11	0.00	0.00	158.64	158.64-	0
409-535-70-7346	WWTP FACILITY PLAN	0.25	7,821,443.75	0.00	159,664.35	7,661,779.40	2
409-535-70-7349	MISC CAPACITY IMPROVEMENTS	124,293.00	0.00	0.00	0.00	0.00	0
409-535-70-7355	BRIDGE CROSSING PROJECT	0.00	788,600.00	0.00	0.00	788,600.00	0
409-535-70-7359	GRAVITY COLLECTION SYS CONDITION ASSESS	0.00	250,000.00	0.00	0.00	250,000.00	0
535 Total		124,678.36	8,860,043.75	0.00	159,822.99	8,700,220.76	2
409-580-90-9915	CONTINGENCY - WASTEWATER SDC FUND	0.00	604,471.25	0.00	0.00	604,471.25	0
409-581-90-9101	TRANSFER TO W/S REVENUE FUND	357,517.36	0.00	0.00	0.00	0.00	0
409-582-70-7101	DBT SERV-SRF CRC09 FORCEMAIN DESIGN PRIN	0.00	4,390.00	0.00	2,186.42	2,203.58	50
409-582-70-7102	DBT SRV-SRF CR209 FM CONSTRUCTION PRIN	0.00	69,788.00	0.00	34,891.53	34,896.47	50
409-582-70-7200	INTEREST EXPENSE-CR209 FM SRF CONSTRUCTN	351.43	332.00	0.00	167.87	164.13	51
409-582-70-7202	INT EXP.-SRF DESIGN LOAN-CR209 FORCEMAIN	1,147.23	1,075.00	0.00	546.69	528.31	51
582 Total		1,498.66	75,585.00	0.00	37,792.51	37,792.49	50
409 WASTEWATER SDC FEES Expend Total		483,694.38	9,540,100.00	0.00	197,615.50	9,342,484.50	2

409 WASTEWATER SDC FEES

	Prior	Current	YTD
Revenues:	3,022,876.56	12,875.40	1,602,575.60
Expended:	483,694.38	0.00	197,615.50
Net Income:	2,539,182.18	12,875.40	1,404,960.10

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING MARCH 27 2023

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
601-351-2000	CONFISCATED PROPERTY	0.00	1,500.00	0.00	0.00	1,500.00-	0
601-361-0000	INTEREST	352.92	10.00	10.49	176.52	166.52	***
601 LAW ENFORCEMENT FUND Revenue Total		352.92	1,510.00	10.49	176.52	1,333.48-	12

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
601-521-00-0000	LAW ENFORCEMENT TRUST:	0.00	0.00	0.00	0.00	0.00	0
601-521-30-4900	MISC. EXPENSE & OTHER CURRENT	36.22	0.00	0.00	0.00	0.00	0
601-580-90-9999	CONTINGENCY	0.00	51,695.00	0.00	0.00	51,695.00	0
601 LAW ENFORCEMENT FUND Expend Total		36.22	51,695.00	0.00	0.00	51,695.00	0

601 LAW ENFORCEMENT FUND		Prior	Current	YTD
Revenues:		352.92	10.49	176.52
Expended:		36.22	0.00	0.00
Net Income:		316.70	10.49	176.52

Grand Totals		Prior	Current	YTD
Revenues:		59,358,321.80	570,974.42	25,477,233.43
Expended:		47,958,291.83	1,542,415.53	13,341,064.37
Net Income:		11,400,029.97	971,441.11-	12,136,169.06

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA
WORKSHOP
February 6, 2023 9:00 AM
CITY HALL COMMISSION CHAMBER

(meeting taped)

1. Call to Order

ATTENDANCE	TITLE	STATUS
Ed Wolf	Mayor	Present
Pamala Harrison-Bivins	Mayor Pro Tem	Present
Joe Elliott	Commissioner	Present
Marcos Flores	Commissioner	Present
Julian Green	Commissioner	Present
Ashley Hunt	City Attorney	Present
Jason McHugh	City Manager	Present
Cassandra Smith	Asst. City Manager/CFO	Present
Susan Patterson	City Clerk	Present
Randall Parmer	Police Chief	Present

Mayor Wolf brought the meeting to order.

Commissioner Green arrived at the meeting at 9:16 a.m.

2. Item(s) for Discussion

A. Presentation Regarding Commission Meeting Procedures

Attorney Joshua Bills began the presentation on commission meeting procedures. Attorney Bills stated that he would be going over rules for public participation in Quasi-Judicial, Legislative, and Public Forum proceedings. Attorney Bills stated that throughout commission meetings, the commissioners would be wearing different hats depending on the subject and nature of the discussion. Attorney Bills stated that Quasi-Judicial hearings are similar to civil trials applying law and policy to facts. Attorney Bills stated that examples of Quasi-Judicial hearings are rezoning, code enforcement, plats, and site plan approvals. Examples of legislative hearings are the adoption of a comprehensive plan, future land use maps, and the adoption of ordinances, budgets, and developer agreements. Attorney Bills stated that the process of a Quasi-Judicial hearing must ensure notice, a fair opportunity to be heard, and a right to an impartial decision-maker. General procedures for a Quasi-Judicial style hearing are a swearing-in of all individuals who wish to speak, staff report, applicants' case, interested parties, and general public participation, which could be in support or in opposition, optional comments by professional staff, rebuttal by the applicant at which time the applicant can address any comments by interested parties closing statements by applicant, deliberation, and questions by the commission, and final determination by the commission. City Manager McHugh asked if there could be a time limit on each speaker. Attorney Bills stated that there could be as long as everyone has had a fair opportunity to be heard. Mayor Wolf asked if it

could be stated if anyone has anything else new to be heard or new evidence or reports on the subjects. Attorney Bills stated that imposing a time limit on the general public without a direct interest could be appropriate. Mayor Wolf asked that once the audience has been sworn in and then, later in the meeting, someone wants to speak that has not been sworn in, could they be sworn in at that time? Attorney Bills stated that they should be allowed to be sworn in at that time. City Manager McHugh stated that he would like to have speaker cards made up and passed out to those that would like to speak at the meeting. City Attorney Hunt stated that every now and then, a court reporter could come to the meetings and type every word during the meeting for a party that may have an interest in a particular item on the agenda.

Attorney Bills continued on to speak about legal standards and substantial competent evidence. Attorney Bills stated that competent substantive evidence is evidence a reasonable mind would accept as adequate to support a conclusion. Attorney Bills stated that there are no formal rules of evidence that are strictly observed, but what they are looking for is fundamental fairness. Was the person able to submit the reports they had, and were they able to speak about more than just a general statement or conjecture? Statements by legal counsel are arguments, not testimony. Attorney Bills stated that Florida Statute 286.0115(2)b provides rules for access of the general public to Quasi-Judicial hearings. Evidentiary rules are loosened, but "the decision-making body shall assign weight and credibility to such testimony as it deems appropriate."

Attorney Bills continued on to cover the burden of proof. The landowner or applicant bears the initial burden to show that the application complies with procedural requirements. A decision by the commission is based upon competent substantive evidence, and it will more readily withstand judicial challenges. Attorney Bills stated additional notes for non-English speakers who are entitled to a translation of the proceedings and have a qualified interpreter who has taken an interpreter's oath. Mayor Wolf asked if we could add something to the agenda stating if anyone would be in need of a translator to let staff know prior to the meeting so we could have someone at the meeting to translate. Attorney Bills stated that yes, that could be done.

Attorney Bills stated that Legislative rules of order are the swearing-in of all individuals who wish to speak, staff report, open and close to public comment, motion by the commission, and any additional debate, deliberation, comments, or questions by the commission, and the final determination by the commission. City Manager McHugh stated that the city's agenda goes from Legislative to Quasi-Judicial items. Commissioner Elliott stated that maybe there could be a way to distinguish between the Legislative and Quasi-Judicial items on the agendas. City Manager McHugh stated that there could be something done to distinguish between the two. The Legal Standard requires a reasonable basis to support the action. Legislative findings may be based on rational speculation unsupported by evidence or empirical data. Commissioners have substantial discretion to act as lawmakers and can take a position ahead of the hearings, whereas, in Quasi-Judicial, they cannot take a position ahead of the hearings.

Attorney Bills continued on to cover public forum proceedings. Cities must balance the right of public participation while also allowing the business of the meeting to be accomplished. Florida Statutes 286.0114 requires that members of the public have a reasonable opportunity to be heard. The Commission is permitted to establish rules and procedures for governing things, such as time limits, designation of specific times in meetings for public comment, and procedures for informing the Commission of the desire to speak. This does not apply to Code Enforcement hearings. Florida Statute 871.01 states that whoever willfully interrupts or disturbs any assembly of people commits a misdemeanor of the second degree. Attorney Bills stated that the First Amendment is not an absolute right and that the government can regulate, to a certain extent, speech on premises that it owns or controls. Attorney Bills stated that the city commission meeting is a limited public forum. It is not the same as a park or town square and can impose policies and procedures as to how that limited public forum will be

handled. Attorney Bills stated that a city could limit speech at a meeting to the topics being discussed but cannot impose any restriction on the viewpoints that may be expressed about the allowed topics. City Commissions may also place content-based restrictions to prevent speech that is disruptive, abusive, obscene, etc. Content-Based restrictions are okay but must be viewpoint-neutral. Attorney Bills stated decorum of time, place, and manner, as well as the who, what, when, and why. The Commission must define who is responsible for enforcing the policy. Typically, cities designate the mayor. The Commission must identify what speech or conduct is prohibited. When different situations call for different approaches, typically, warnings should be given first before trespassing on an individual or suspending the individual. A policy of decorum must be a neutral viewpoint and reasonable in light of the mission of running an efficient meeting. The Commission must regulate the time given to speak, time allotment, set agenda, and set process for speaking. The policy must be uniformly applied. City Manager McHugh asked the commission to read the Meeting Rules and Orders of the City of West Melbourne, and at the beginning of the meetings, the mayor would read an opening statement about what a public forum is and how they are held. McHugh stated that he would like to see no more back and forth between the public and the commission. McHugh stated that he would like the public to be able to make their comments and then have the City Manager address them if necessary. City Manager McHugh would like to educate the public as to how city commission meetings are to be held. City Manager McHugh stated that there is an opportunity during the meetings for the commission to speak, and if they would like to speak to the audience, that would be the appropriate time to do so.

3. Adjournment

The meeting adjourned at 10:07 a.m.

RESULT:	Adjourned
MOVER:	Commissioner Green
SECONDER:	Commissioner Flores
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

SEAL

ATTEST: _____
Susan Patterson, City Clerk

BY: _____
Ed Wolf, Mayor

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA
REGULAR MEETING
February 27, 2023 7:00 PM
CITY HALL COMMISSION CHAMBER

(meeting taped)

1. Call to Order

ATTENDANCE	TITLE	STATUS
Ed Wolf	Mayor	Present
Pamala Harrison-Bivins	Mayor Pro Tem	Present
Joe Elliott	Commissioner	Present
Marco Flores	Commissioner	Present
Julian Green	Commissioner	Present
Ashley Hunt	City Attorney	Present
Jason McHugh	City Manager	Present
Cassandra Smith	Asst. City Manager/CFO	Present
Susan Patterson	City Clerk	Present
Melanie Peavy	Development Services Dir.	Present

Mayor Wolf brought the meeting to order, followed by Commissioner Bivins' invocation and the Pledge of Allegiance.

2. Consent Agenda/Informational Items

The Consent Agenda Items a through d were voted on together. No comments were offered or received. Vote 5-0.

RESULT:	Adopted
MOVER:	Commissioner Green
SECONDER:	Mayor Pro Tem/Commissioner Harrison-Bivins
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

A. Expenditure Report

B. Minutes for Approval: January 9, 2023 Regular Commission Meeting

C. Minutes for Approval: January 23, 2023 Regular Commission Meeting

D. Budgeted Financial Items

1. Chemical Pump Skid Replacement in the Amount of \$73,896.00
2. Multi-way Stop Warrant Analysis at CR 209 and CR 202

3. Presentations and/or Proclamations

A. Proclaim March 2023 as Irish American Heritage Month

Mayor Wolf read the Proclamation Proclaiming March 2023 as Irish American Heritage Month. Mr. John Gaffney spoke and thanked the Commission for the acknowledgment. Vote 5-0.

RESULT:	Adopted
MOVER:	Commissioner Green
SECONDER:	Commissioner Flores
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

4. Public Hearings - Timed

A. VOSO 10th Amendment Chapter 163

Mayor Wolf read the title of VOSO 10th Amendment Chapter 163 Areas A, B, and C. The applicant is seeking approval for the 10th amendment to an existing Chapter 163 Agreement for areas A, B, and C with the City. To increase the boundary by 7.72 acres MOL. No comments were offered or received. Vote 5-0.

RESULT:	Adopted
MOVER:	Commissioner Green
SECONDER:	Commissioner Elliott
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

B. CP 2212-002 6083 County Rd Wildwood

Mayor Wolf read the title of Ordinance O2022-101. The applicant seeks approval from the City Commission for a Small-Scale Comprehensive Plan Amendment to change the Future Land Use Map designation from Rural Residential (Sumter County) to Commercial (City) for parcel G15-012 on 5 acres MOL. No comments were offered or received. Vote 5-0.

RESULT:	Adopted
MOVER:	Commissioner Flores

SECONDER:	Mayor Pro Tem/Commissioner Harrison-Bivins
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

C. RZ 2212-002 6083 County Rd Wildwood

Mayor Wolf read the title of Ordinance O2022-102. The applicant seeks approval from the City Commission for a Zoning Map Amendment to change the zoning RR5 (Sumter County) to C-3 (City) for parcel G15-012 on 5 acres MOL. No comments were offered or received. Vote 5-0.

RESULT:	Adopted
MOVER:	Commissioner Green
SECONDER:	Mayor Pro Tem/Commissioner Harrison-Bivins
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

D. CP 2211-001 SWC Multi-family Huey Street

Mayor Wolf read the title of Ordinance O2022-103. Southern Waters Capital is seeking approval from the City Commission for a Small Scale Comprehensive Plan Amendment to change the Future Land Use Map designation from Medium Density Residential & Central Mixed Use (City) to High-Density Residential (City) for the parcels G05-148, G05-151, G05-157 & G05M001 on 21.59 acres MOL, resulting in a net increase of 56 allowable residential units. No comments were offered or received. Vote 5-0.

RESULT:	Adopted
MOVER:	Commissioner Flores
SECONDER:	Commissioner Green
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

E. RZ 2211-001 SWC Multi-family Huey Street

Mayor Wolf read the title of Ordinance O2022-104. Southern Waters Capital is seeking approval from the City Commission for a Zoning Map Amendment to change the zoning district from R-3 and R-5 (City) to R-5 (City) for the parcels G05-148, G05-151, G05-157 & G05M001 on 21.59 acres MOL, resulting in a net increase in allowable residential units of 56. No comments were offered or received. Vote 5-0.

RESULT:	Adopted
MOVER:	Commissioner Green
SECONDER:	Commissioner Flores
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

F. CP 2212-003 Pointe Grande Wildwood

Mayor Wolf read the title of Ordinance O2023-3. The applicant seeks approval from the City Commission for a Small-Scale Comprehensive Plan Amendment to change the Future Land Use Map designation from Agriculture (Sumter County) to Medium Density Residential (City) for the parcel G33-105 on 20 acres MOL. No comments were offered or received. Vote 5-0.

RESULT:	Adopted
MOVER:	Mayor Pro Tem/Commissioner Harrison-Bivins
SECONDER:	Commissioner Green
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

G. RZ 2212-003 Pointe Grande Wildwood

Mayor Wolf read the title of Ordinance O2023-4. The applicant seeks approval from the City Commission for a Zoning Map Amendment to change the zoning A10C (Sumter County) to R-3 (City) for parcel G33-105 on 20 acres MOL. No comments were offered or received. Vote 5-0.

RESULT:	Adopted
MOVER:	Commissioner Flores
SECONDER:	Commissioner Green
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

H. AN 2212-002 All County Collison

Mayor Wolf read the title of Ordinance O2023-5. The applicant, Will Poole, on behalf of the owners, Cecil L. Teboe, Robert S. Teboe, Louis M. Teboe, Jerry T. Teboe, and Henry J. Thrower, has submitted a voluntary annexation application for parcel D08A001. The property to be annexed totals 1.97 acres MOL and is located east along N US 301, approximately 0.26 miles north of E C 466, and approximately 0.02 miles west of CR 105 in section 8, township 18 south, range 23 east. No comments were offered or received. Vote 5-0.

RESULT:	Adopted
MOVER:	Commissioner Green
SECONDER:	Mayor Pro Tem/Commissioner Harrison-Bivins
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

I. CDD 2301-001 VCDD No 15 Boundary Amendment

Mayor Wolf read the title of Ordinance O2023-7. The Board of Supervisors of the Villages No. 15 Community Development District (the "District") has petitioned the City of Wildwood to amend Ordinance 2022-88 to reflect a net decrease in the size of the District by 1,117.2 acres, such that the resulting District will total 1,378.4 acres MOL. No comments were offered or received. Vote 5-0.

RESULT:	Adopted
MOVER:	Mayor Pro Tem/Commissioner Harrison-Bivins
SECONDER:	Commissioner Elliott
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

5. Public Forum - 4 minute time limit

Mary Wimberly spoke about the traffic problems on Broken Oak coming out of Woodlane Meadows and turning left onto 466 A. Wimberly is asking for a traffic light at St. Clair. Wimberly read a prayer to the Commission members and the audience.

6. Ordinances First Reading Only (No Vote)

A. AN 2212-001 Stick and Stone Project

Mayor Wolf read the title of Ordinance O2023-6. The applicant, Danon Slinkard, has submitted a voluntary annexation application for parcel D30-026. The property to be annexed totals 0.33 acres MOL and is located west along N US 301, approximately 0.62 miles south of CR 222, and approximately 0.36 miles north of C 462E in section 30, township 18 south, range 23 east. First Reading Only. No Vote. No comments were offered or received.

RESULT:	FIRST READING
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7. Resolutions for Approval

None.

8. Financial & Contracts & Agreements

A. Twisted Oaks Developer's Agreement

The Development Services Director presented for approval the Twisted Oaks Developer's Agreement. No comments were offered or received. Vote 5-0.

RESULT:	Adopted
MOVER:	Commissioner Elliott
SECONDER:	Mayor Pro Tem/Commissioner Harrison-Bivins
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

B. Funding Authorization for Pavement Rehabilitation

Public Works Director Jeremy Hockenbury presented a request for approval of Funding Authorization for Pavement Rehabilitation. No comments were offered or received. Vote 5-0.

RESULT:	Adopted
MOVER:	Commissioner Green
SECONDER:	Commissioner Flores
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

9. General Items for Consideration/Discussion and Other Business

None.

10. Appointments

None.

11. City Manager Reports

A. Set Special Called Meeting for March 6, 2023 at 9am

City Manager Jason McHugh thanked Mary Wimberly for her comments and stated that he would speak with her after the meeting. McHugh stated that he would like to have a special meeting on March 6, 2023, at 9:00 a.m.

12. Other Department Reports

None.

13. Commission Members Reports

Commissioner Elliott spoke on the Housing Bill in the Legislature. Commissioner Elliott stated that he had attended the Sumter County Board of County Commissioners meeting and asked that Sumter County reinstate the 2% Hotel Tax, and also the MPO Transportation meeting. Commissioner Elliott also thanked the Wildwood Police Department for the great job they did in handling a child pornography case. Commissioner Green recognized the local business owners of O'Shuck's in the audience. Commissioner Bivins stated that she had a complaint about ATVs speeding on some of the roads in the city.

14. City Attorney Reports

None.

15. Adjournment

The meeting was adjourned at 7:34 p.m. No comments were offered or received.

RESULT:	Adjourned
MOVER:	Commissioner Green
SECONDER:	Mayor Pro Tem/Commissioner Harrison-Bivins
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

Upcoming Events

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

SEAL

ATTEST: _____
Susan Patterson, City Clerk

BY: _____
Ed Wolf, Mayor

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA
SPECIAL MEETING
March 6, 2023 9:00 AM
CITY HALL COMMISSION CHAMBER

(meeting taped)

1. Call to Order

ATTENDANCE	TITLE	STATUS
Ed Wolf	Mayor	Present
Pamala Harrison-Bivins	Mayor Pro Tem	Present
Joe Elliott	Commissioner	Present
Marcos Flores	Commissioner	Present
Julian Green	Commissioner	Present
Joshua Bills	City Attorney	Present
Jason McHugh	City Manager	Present
Cassandra Smith	Asst. City Manager/CFO	Present
Susan Patterson	City Clerk	Present
Melanie Peavy	Development Services Dir.	Present
Randall Parmer	Police Chief	Present

Mayor Wolf brought the meeting to order, followed by Commissioner Bivins invocation and the Pledge of Allegiance.

2. Consent Agenda/Informational Items

None.

3. Presentations and/or Proclamations

A. Development Update

Development Services Director Melanie Peavy gave a development update on the growth and development in the City of Wildwood and how it is impacting the city's infrastructure. The purpose of the update was to ascertain direction from the Commission and how they would like staff to handle the growth in the city going forward. Peavy and McHugh explained that the most current population projections exceed the recently adopted 2050 Comprehensive Plan projections. Peavy stated what can be seen and what can be applied currently is what has been seen over the last two years. Peavy stated that 8200 plus units are currently under construction/development review. Peavy stated that there are no affordable housing units being built at this time. Peavy stated the challenges for the city are utilities, transportation, and rapid growth. Peavy stated the city's responsibilities, according to the Wildwood Comprehensive Plan, are to provide water, wastewater, solid waste, stormwater drainage, and parks and recreation. Peavy went over the objectives of the City's responsibilities for transportation. Peavy went over the projected water and wastewater demand in future years. Peavy stated that wastewater flow projections and the impact of new development on the

wastewater treatment plant would need to be considered. McHugh stated that it would take four to five years to complete the new expansion of the wastewater treatment plant. Peavy stated that the City of Wildwood's development impacts the regional transportation network. Peavy stated that the traffic impact analysis, which is required on every project submitted, will now be reviewed at the comprehensive plan land use amendment level instead of at the site plan level, so it can be thoroughly reviewed to see what the maximum level may be. Peavy stated that the city has several transportation mitigation agreements with FDOT, Sumter County, and The Villages. Advanced Traffic Management System (ATMS) current activities include Bluetooth detectors for travel time information, implementing new time-of-day coordinated signal timing, and a study to document travel times and delays on C466 and C466A. Future activities include pursuing grant funding to expand the ATMS network.

Peavy stated the question is, where to go from here? Peavy provided options that include Option 1: Continuing with the current development review and consideration pattern. Restrict development based on the Commission's intended outcomes. Option 2: Temporarily suspend FLUM and Zoning Map Amendments, which would change the designation; this would not impact existing entitlements and development rights, and development can still occur in accordance with the property's existing FLUM designation and zoning. Option 3: Temporarily suspend FLUM and Zoning Map Amendments, which would increase residential density. Peavy stated that this would leave out the nonresidential uses but focuses on the impact of the residential density and new residential developments. This would not impact existing entitlements and development rights, and development can still occur in accordance with the property's existing FLUM designation and zoning. This would only impact residential properties; applications for amendments to commercial and industrial facilities could still be considered. Option 4. Seek Additional Data. Peavy stated that if the city wanted to seek additional data, it would need to be contracted out and not something that could be done in-house.

Mayor Wolf asked for a motion to accept Option 2 along with Option 4. Commissioner Elliott made a motion, and Commissioner Bivins seconded the motion. Commissioner Flores stated that he was for Option 1 to continue as the city is currently doing with development. Commissioner Green was in agreement to continue with the current development policy. Vote 3-2.

RESULT:	Adopted
MOVER:	Commissioner Elliott
SECONDER:	Mayor Pro Tem/Commissioner Harrison-Bivins
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott
NAYES:	Commissioner Flores, Commissioner Green

4. Public Hearings - Timed

None.

5. Public Forum - 4 minute time limit

None.

6. Ordinances First Reading Only (No Vote)

None.

7. Resolutions for Approval

None.

8. Financial & Contracts & Agreements

A. WWTP CMAR Contract with PC Construction

City Manager Jason McHugh presented the recommendation to enter into a contract with PC Construction for Construction Manager at Risk.

RESULT:	Adopted
MOVER:	Commissioner Flores
SECONDER:	Commissioner Green
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

9. General Items for Consideration/Discussion and Other Business

A. Commission Meeting Rules and Order

City Manager Jason McHugh stated that the agenda packet also included a draft for Commission Meeting Rules and Orders for the Commissioners to review and suggest any items they felt needed to be added or changed.

RESULT:	NO VOTE TAKEN
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10. Appointments

None.

11. City Manager Reports

None.

12. Other Department Reports

None.

13. Commission Members Reports

None.

14. City Attorney Reports

None.

15. Adjournment

The meeting adjourned at 10:23 a.m.

RESULT:	Adjourned
MOVER:	Commissioner Elliott
SECONDER:	Commissioner Green
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

Upcoming Events

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

SEAL

ATTEST: _____
Susan Patterson, City Clerk

BY: _____
Ed Wolf, Mayor

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA
REGULAR MEETING
March 13, 2023 9:00 AM
CITY HALL COMMISSION CHAMBER

(meeting taped)

1. Call to Order

ATTENDANCE	TITLE	STATUS
Ed Wolf	Mayor	Present
Pamala Harrison-Bivins	Mayor Pro Tem	Present
Joe Elliott	Commissioner	Present
Marcos Flores	Commissioner	Present
Julian Green	Commissioner	Present arrived at 9:01 a.m.
Joshua Bills	City Attorney	Present
Randall Parmer	Police Chief	Present
Jason McHugh	City Manager	Present
Cassandra Smith	Asst. City Manager/CFO	Present
Melanie Peavy	Development Services Dir.	Present
Susan Patterson	City Clerk	Present
Jeremy Hockenbury	Public Works Director	Present
Jason Martin	Utility Supervisor	Present

Mayor Wolf brought the meeting to order, followed by Commissioner Bivins invocation and the Pledge of Allegiance.

2. Consent Agenda/Informational Items

Consent Agenda Items a through f were approved as one vote together. No comments were offered or received. Vote 5-0.

RESULT:	Adopted
MOVER:	Commissioner Flores
SECONDER:	Mayor Pro Tem/Commissioner Harrison-Bivins
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

A. Expenditure Report

B. Minutes for Approval: February 13, 2023 Regular Commission Meeting

C. SP 2104-001 Dr. Heydari Medical Office

D. SP 2203-011 Sunstop #351 - Wildwood

E. SP 2204-006 Self Storage Wildwood

F. Budgeted Financial Items

1. Generator Purchase for Lift Stations 3, 4, 10, 25, and 26 for the Amount of \$345,086.00

3. Presentations and/or Proclamations

None.

4. Public Hearings - Timed

Mayor Wolf swore in Development Services Director Melanie Peavy.

A. AN 2212-001 Stick and Stone Project

Mayor Wolf read the title of Ordinance O2023-6. The applicant and owner, Danon Slinkard, has submitted a voluntary annexation application for parcel D30-026. The property to be annexed totals 0.33 acres MOL and is located west along N US 301, approximately 0.62 miles south of CR 222, and approximately 0.36 miles north of C 462E in section 30, township 18 south, range 23 east. No comments were offered or received. Vote 5-0.

RESULT:	Adopted
MOVER:	Commissioner Green
SECONDER:	Commissioner Flores
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

5. Public Forum - 4 minute time limit

Kenneth Reyes from Citrus Grove, The Villages. Reyes stated that they had recently received tickets for parking on the street. Reyes stated that tickets were received when parking during the day when people come to visit or for gatherings at neighbors' houses. Mayor Wolf and City Manager McHugh stated that the parking ordinance was city wide. Reyes stated that there is not enough parking in their area, and people are expected to park at the recreation centers and walk to people's houses to visit. Reyes stated that these were not cars parked overnight. Reyes stated that there are no signs that state No Parking. City Manager McHugh stated that this was an item to handle after the meeting and that he would be happy to speak with Mr. Reyes after the commission meeting. Lee Watts, a resident of the Villages, stated that visitors in the past had been parking their cars at the recreation centers, and the police were called on those people and told that they were not able to park there unless they were doing recreation and they had to move their cars. Watts stated that now people can't park on the street, and they can't park at the recreation centers. Mayor Wolf stated that the City Manager would speak with them after the meeting.

6. Ordinances First Reading Only (No Vote)

A. RZ 2302-001 RMC Wildwood Ready Mix Plant

Mayor Wolf read the title of Ordinance O2023-8. The applicant seeks a favorable recommendation from the City Commission for a Zoning Map Amendment to change the zoning from M-1 (City) to M-2 (City) for parcel D32-172 on 7.4 acres MOL. First Reading. No Vote.

RESULT:	FIRST READING
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B. AN 2301-001 Oxford Oaks Professional Plaza

Mayor Wolf read the title of Ordinance O2023-10. The applicant, Rodolfo De Anda, on behalf of owners Oxford Oaks Plaza, LLC and Oxford Oaks Investments, LLC, has submitted a voluntary annexation application for parcels D17-036 and D17-069. The property to be annexed totals 3.68 acres, MOL, and is located approximately 0.27 miles east of N US 301, approximately 0.06 miles south of E C 466, and south along CR 106, in section 17, township 18 south, range 23 east. First Reading. No Vote.

RESULT:	FIRST READING
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C. Wildwood Utility Dependent District Franchise Agreement Amendment

Mayor Wolf read the title of Ordinance O2023-14. The City adopted Ordinance O2021-45, which provided a non-exclusive potable water and wastewater, and sewer utility franchise to the Wildwood Utility Dependent District ("WUDD"). WUDD currently provides utility services to properties within The Villages of Southern Oaks and seeks an amendment to the franchise agreement to include non-potable irrigation water. First Reading. No Vote.

RESULT:	FIRST READING
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D. Third Amended and Restated Villages ARD Franchisees Ordinance

Mayor Wolf read the title of Ordinance O2023-15. The attached ordinance modifies the existing non-exclusive franchise agreement the City has with the various private utility companies affiliated with The Villages of Southern Oaks. The proposed modifications list Blue Goose Utility Company, LLC, Blue Goose Water Conservation Authority, LLC, Okeehumkee Utility Company, LLC, and Okeehumkee Water Conservation Authority, LLC as new Franchisees subject to the agreement. The proposed changes also include provisions concerning rate adjustments and other non-substantive changes. First Reading. No Vote.

RESULT:	FIRST READING
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E. Development Moratorium

Mayor Wolf read the title of Ordinance O2023-16. At a special called meeting of the Commission on March 6th, Development Services Director Melanie Peavy conducted a presentation concerning the growth pattern within Wildwood and its impact on city services.

Following the presentation, the Commission deliberated about how to address the continuing demand for development within the City and the ability of the City to provide sufficient services to the community. The determination made via majority vote of the Commission was to impose a temporary moratorium on future land use map amendments and rezoning applications that would increase a parcel's residential density entitlements until the staff is able to obtain additional information that supports the City's ability to adequately provide the needed services. This ordinance, drafted by the City Attorney's office, sets out the terms for the temporary moratorium. Staff will work diligently during the moratorium to solicit firms who can provide the additional analysis needed to ensure the City can meet the level of service required by future development. First Reading. On March 20, 2023, at 9:00 a.m. there will be a special meeting held at which time this ordinance will be up for its second and final reading.

RESULT:	FIRST READING
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7. Resolutions for Approval

A. Florida Boating Improvement Program Grant Approval

Mayor Wolf read the title of Resolution R2023-7. The City Commission has approved a Lake Deaton Park Renovation Project in the FY 23 budget that will rehabilitate the existing pier, boat access dock, and associated ADA improvements. The City has retained CPH, through our professional services agreement, to design and complete construction documents for the project. The construction and bid documents are anticipated to be completed in the next two months. A grant opportunity has been identified that aligns with the project scope and the requested resolution is a necessary requirement that must be submitted as part of the Florida Boating Improvement Program (FBIP) grant application. No comments were offered or received. Vote 5-0.

RESULT:	Adopted
MOVER:	Commissioner Elliott
SECONDER:	Commissioner Green
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

8. Financial & Contracts & Agreements

A. Kimley-Horn Work Authorization No. 44 - Barwick/St. Clair Storm Drainage Pond for a Not-to-Exceed Amount of \$72,000

Assistant City Manager/CFO Cassandra Smith presented a request for Kimley-Horn Work Authorization 44 for Barwick / St. Clair Storm Drainage Pond. No comments were offered or received. Vote 5-0.

RESULT:	Adopted
MOVER:	Commissioner Elliott
SECONDER:	Commissioner Green
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins,

B. Engineering Services for CR 209 Odor Control System Replacement in the Amount of \$59,000.00

Utility Supervisor Jason Martin presented a request for Engineering Services for CR 209 Odor Control System Replacement. Martin stated that in 2019-2020, an odor control unit was installed at the CR 209 lift station. Since then, it has been established that the unit is undersized for the amount of H₂S gases that are coming into the lift station. Martin stated that in 2022 CPH Engineering was hired to establish what size of an odor control system was needed to take and eliminate the amount of H₂S gases. Martin stated that the request was for CPH to do a full range of odor testing for them to be able to bid out the properly sized unit to eliminate the problem. Mayor Wolf asked if the additional flow from the new apartments would help alleviate the problem. Martin stated that it would not help to alleviate the problem. Martin stated that the unit would be 19.6 feet high. Mayor Wolf asked if they could make the unit shorter and wider. Martin stated that they could but felt there was not enough footprint for that to happen, and the trucks would not be able to get to the wet well. Mayor Wolf asked if he thought the city would be getting complaints about the size and height of the unit. Martin stated that, yes, the city would be receiving complaints about the size. Commissioner Elliott stated that he had looked at the proposal and that it would only increase the capacity by 15%, which did not seem like the numbers were sufficient to move forward with this proposal. Commissioner Elliott asked Martin to go back and come up with a solution that would actually fix the problem. Martin stated that Commissioner Elliott was correct, and that was why the proposal included them to hire a contractor to come out and do extensive testing to then be able to design it for the right levels. Mayor Wolf asked if the language in the contract was strong enough that we don't have the same problems as last time. City Manager McHugh stated that having a conversation with the Oxford Oaks Homeowners Association and CPH would be beneficial at this point, and would like to table the request to gather more information from those involved. Vote 5-0.

RESULT:	Tabled
MOVER:	Commissioner Elliott
SECONDER:	Mayor Pro Tem/Commissioner Harrison-Bivins
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

C. Mowing and Landscape Maintenance Contract Approval Request

Public Works Director Jeremy Hockenbury presented a request for Mowing and Landscape Maintenance Contract Approval with Aero GroundTech, LLC. Hockenbury stated that in the past, inmates had done the lawn maintenance and, at this point, feels that it would be better to contract out certain items and parts of Hwy 301. Commissioner Elliott asked if the contract was valid. Hockenbury stated that each bid received was vetted, and there is no reason to believe that they are not able to do the job. Commissioner Elliott thanked Hockenbury for putting this together, and Jeremy stated that Thomas Rigwood did a lot of the work and wanted to make sure he received credit, also. Commissioner Green stated that he had hoped to see a local business bid on the contract. Hockenbury stated that the bid was put together so smaller local businesses could bid on individual sections if they chose to. Vote 5-0.

RESULT:	Adopted
MOVER:	Commissioner Green
SECONDER:	Mayor Pro Tem/Commissioner Harrison-Bivins
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

D. Highway Maintenance Memorandum of Agreement Amendment #1

Public Works Director Jeremy Hockenbury presented a request for Highway Maintenance Memorandum of Agreement Amendment #1. Hockenbury stated that he has coordinated with FDOT to approve an MOA Amendment so the city would be able to maintain the Turnpike and CSX overpass all the way up to CR 214 on Hwy 301. Hockenbury stated that FDOT would reimburse the city for maintaining that area. No comments were offered or received. Vote 5-0.

RESULT:	Adopted
MOVER:	Commissioner Green
SECONDER:	Mayor Pro Tem/Commissioner Harrison-Bivins
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

9. General Items for Consideration/Discussion and Other Business

None.

10. Appointments

None.

11. City Manager Reports

A. Local Infrastructure Projects Update

City Manager Jason McHugh stated that the Local Infrastructure Projects Update is on the agenda. McHugh stated that there would be some road bids coming before the commission in the future.

B. Request to Set Special Called Meeting for March 20, 2023, at 9am

City Manager Jason McHugh requested a Special Meeting for March 20, 2023, at 9:00 a.m. to cover the G3 Contract for approval, the Moratorium on Development and two other items.

12. Other Department Reports

A. HR Department Update

Human Resource Director Melissa Tuck gave a presentation to discuss what the department has been working on. Tuck stated that one of the Strategic Plan goals is retention and recruiting. Tuck stated that 16% of the new hires had previously worked for

the city. Tuck stated that new initiatives in recruiting were different tools for online applications and tracking software. Tuck showed pictures of those new to the city and those that are retiring or have already retired within the year. She also included photos of city employee gatherings and get-togethers. Tuck gave statistics on promotions and raises.

13. Commission Members Reports

14. City Attorney Reports

None.

15. Adjournment

The meeting adjourned at 10:05 a.m. No comments were offered or received. Vote 5-0.

RESULT:	Adjourned
MOVER:	Commissioner Green
SECONDER:	Commissioner Flores
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

Upcoming Events

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

SEAL

ATTEST: _____
Susan Patterson, City Clerk

BY: _____
Ed Wolf, Mayor

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: PLAT 2212-003 Warm Springs Plaza Final Plat

REQUESTED ACTION: Staff recommends approval.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

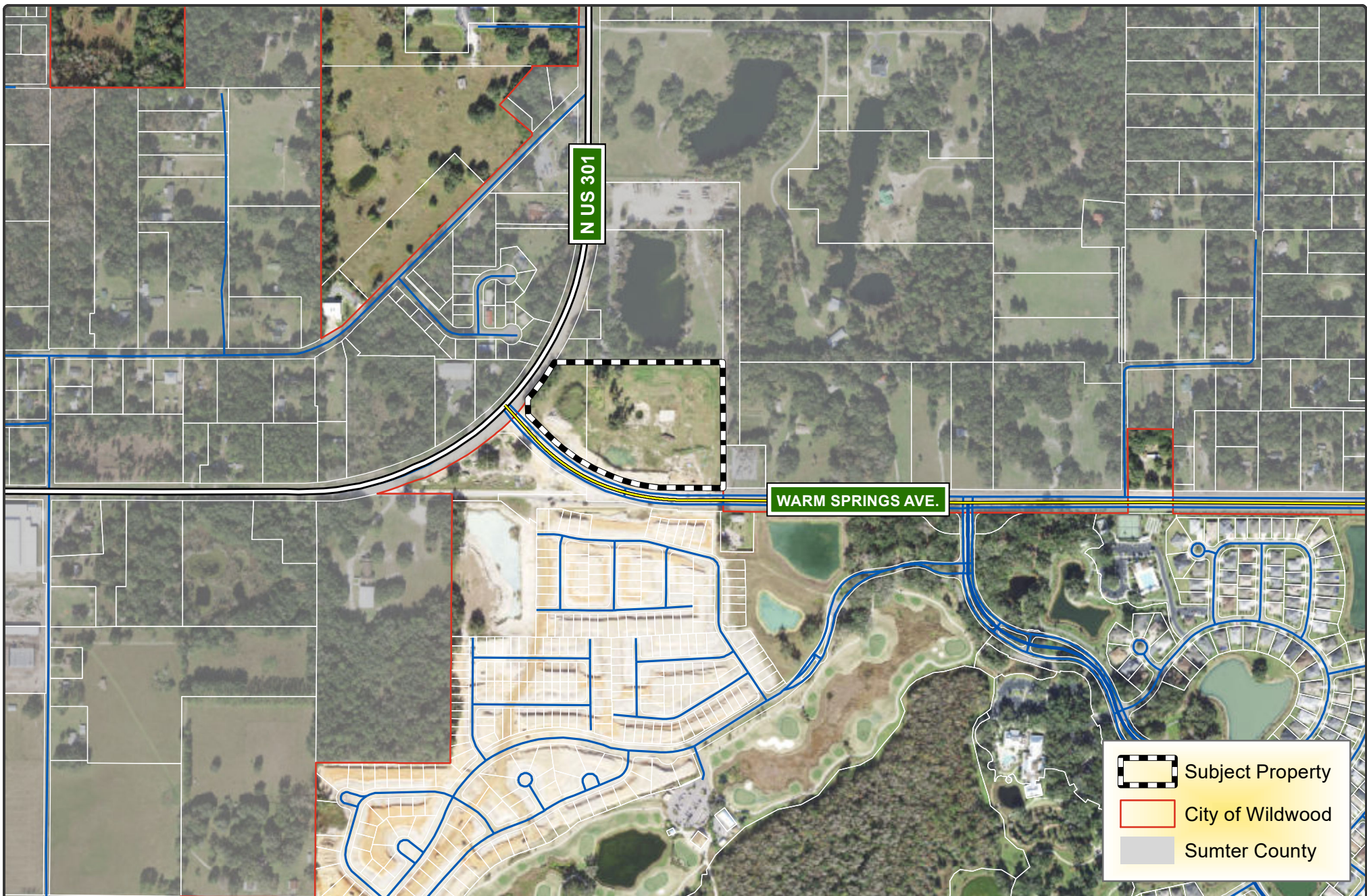
RP Wildwood, LLC is seeking an approval from the City Commission for Warm Springs Plaza Final Plat, a subdivision consisting of 4 commercial lots, on 11.58 acres MOL.

Final plat is in compliance with statutory requirements.

DATED: 03/20/2023



Terri O'Neal
Planning Manager, Development Services



 WILDWOOD FLORIDA	CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov	 Feet 0 320 640	PLAT 2212-003 WARM SPRINGS PLAZA FINAL PLAT PARCELS G30-030 & G30-036	MAP 1B LOCATION MAP FEBRUARY 2023
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CONVENE, CONTINUE, INSTRUCTIONS
AND EASEMENTS FOR THE SUBDIVISION
ARE RECORDED IN THE PUBLIC RECORDS
OF SUMTER COUNTY, FLORIDA.
OF BOOK _____ PAGE _____

WARM SPRINGS PLAZA

SECTION 30, TOWNSHIP 19 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

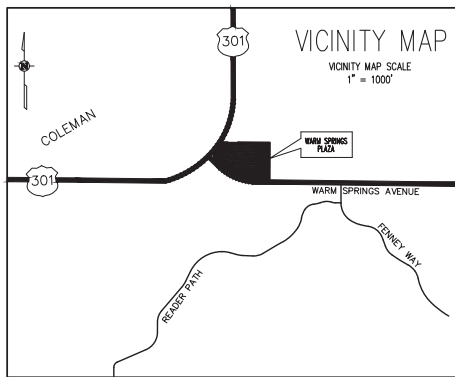
SHEET 1 OF 4

PLAT BOOK
PAGE

LEGAL DESCRIPTION

COMMENCE AT A RAILROAD SPIKE MARKING THE NORTHEAST CORNER OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 23 EAST, AND THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; SAID POINT BEARS S001°42'57"W, 2650.35 FEET FROM A 4-INCH SQUARE CONCRETE MONUMENT (NO I.D.) AT THE EAST QUARTER CORNER OF AFORESAID SECTION 30 AND BEARS N001°12'24"E, 2657.68 FEET FROM AN IRON PIPE AT THE EAST QUARTER CORNER OF AFORESAID SECTION 30; THENCE ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 30 RUN N001°42'57"E, A DISTANCE OF 1.31 FEET TO THE CENTERLINE OF SURVEY FOR COUNTY ROAD 468; SAID POINT ALSO BEING STATION 70+88.83 OF SAID CENTERLINE OF SURVEY; THENCE ALONG SAID CENTERLINE OF SURVEY RUN N89°44'41"W A DISTANCE OF 2581.41 FEET TO STATION 45+07.42; SAID POINT BEING ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1,006.00 FEET AND A CHORD BEARING AND DISTANCE OF N56°38'36"W, 391.35 FEET TO WHICH A RADIAL LINE BEARS S22°08'26"W, SAID POINT ALSO BEING ON THE BOUNDARY OF PROPERTY CONVEYED TO SUMTER COUNTY, FLORIDA, AS RECORDED IN OFFICIAL RECORDS BOOK 3269, PAGE 185, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG SAID BOUNDARY OF RECORD AND THE SOUTHWESTERLY RIGHT OF WAY LINE OF WARM SPRINGS AVENUE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°2'56", AN ARC DISTANCE OF 393.86 FEET TO THE POINT OF TANGENCY; THENCE DEPARTING SAID BOUNDARY AND SOUTHWESTERLY RIGHT OF WAY LINE RUN ALONG A RADIAL LINE N44°34'23"E, 102.00 FEET TO THE POINT OF BEGINNING; SAID POINT ALSO BEING ON THE NORTHEASTERLY RIGHT OF WAY LINE OF WARM SPRINGS AVENUE; THE FOLLOWING TWO (2) COURSES BEING ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE: RUN N45°25'39"W, 148.60 FEET; THENCE N00°25'39"W, 78.59 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,497.18 FEET AND A CHORD BEARING AND DISTANCE OF N35°53'36"E, 240.02 FEET TO WHICH A RADIAL LINE BEARS S49°50'33"E AND ALSO BEING THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 301 PER OFFICIAL RECORDS BOOK 3269, PAGE 185, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND EASTERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 09°11'43", AN ARC DISTANCE OF 240.28 FEET TO THE NORTH LINE OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 1770, PAGE 142, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; SAID POINT ALSO BEING ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30; THENCE PARALLEL WITH SAID EAST LINE RUN S001°50'10"W, 8.00 FEET; THENCE 8.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE WITH THE FOLLOWING TWO (2) COURSES: RUN S89°41'29"E, 85.00 FEET; THENCE RUN S89°41'07"E, 128.00 FEET TO A LINE THAT IS 128.00 FEET EAST OF THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 30; THENCE PARALLEL WITH SAID WEST LINE RUN N01°50'10"E, 8.00 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30; THENCE RUN S89°41'07"E ALONG SAID NORTH LINE, 535.65 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30; THENCE S001°42'57"W ALONG THE EAST LINE THEREOF, 630.34 FEET TO THE NORTH RIGHT OF WAY LINE OF SAID COUNTY ROAD 468; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE RUN N89°44'41"W, 294.85 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 304.00 FEET AND A CHORD BEARING AND DISTANCE OF N65°03'52"W, 607.59 FEET TO WHICH A RADIAL LINE BEARS S05°17'58"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 39°16'26", AN ARC DISTANCE OF 619.65 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.58 ACRES, MORE OR LESS.



4 LOTS - 2 TRACTS

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NOTES:

- 1.) BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 23 EAST AS BEING S001°42'57"W.
- 2.) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- 3.) ALL DISTANCES SHOWN ARE IN FEET.
- 4.) WITH REFERENCE TO CURVILINEAR LOTS, RADIAL LINES HAVE BEEN DESIGNATED BY (R). ALL OTHER LINES ARE NON-RADIAL.
- 5.) LOT CORNERS HAVE BEEN SET AT THE TIME OF PLATTING.
- 6.) ALL PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN SET IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.
- 7.) TRACTS "A" AND "B" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND WILL BE OWNED AND MAINTAINED BY THE WARM SPRINGS PLAZA PROPERTY OWNERS' ASSOCIATION, INC.
- 8.) THE PLAT PROPERTY INFORMATION REPORT FOR THIS PLAT HAS BEEN SUBMITTED BY SEPARATE DOCUMENT.
- 9.) THE ACCESS EASEMENT SHALL BE FOR SHARED VEHICULAR AND PEDESTRIAN ACCESS FOR THE BENEFIT OF LOT 1, LOT 2, LOT 3, AND LOT 4 ITS SUCCESSORS AND ASSIGNS AND FOR THE MEMBERS OF THE WARM SPRINGS PLAZA ASSOCIATION AND ITS MEMBERS AND THEIR EMPLOYEES, CLIENTS, AND CUSTOMERS.
- 10.) PROPERTY DESCRIBED HEREON IS AFFECTED BY EASEMENT IN FAVOR OF DUKE ENERGY, FLORIDA, LLC AS RECORDED IN OFFICIAL RECORDS BOOK 4099, PAGE 617, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA (BLANKET TYPE).

REVIEWING SURVEYOR'S CERTIFICATE

PURSUANT TO SECTION 177.081, FLORIDA STATUTES, I HEREBY CERTIFY THAT I HAVE PERFORMED A REVIEW OF THIS PLAT FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES AND THAT SAID PLAT COMPLIES WITH THE TECHNICAL REQUIREMENTS OF THAT CHAPTER; PROVIDED, HOWEVER, THAT MY REVIEW AND CERTIFICATION DOES NOT INCLUDE FIELD VERIFICATION OF ANY POINTS OR MEASUREMENTS SHOWN ON THIS PLAT.

SIGNATURE _____ DATE _____
RONALD W. HERR, P.L.S. 4907
WADE SURVEYING, INC. REGISTRATION NO.

SEAL

CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY THAT THIS PLAT OF WARM SPRINGS PLAZA, WAS PREPARED UNDER MY DIRECTION AND SUPERVISION; AND THAT THE PERMANENT REFERENCE MONUMENTS AS SHOWN THEREON WERE PLACED ON THE _____ DAY OF _____, 20____. I FURTHER CERTIFY THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

CLYMER FARMER BARLEY SURVEYING, LLC - REGISTRATION NUMBER LB 8498
4450 NE 63RD ROAD
WILDWOOD, FLORIDA 34785

KAYE M. JAMESON DATE _____
REGISTRATION NO. 5912

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES AND WAS FILED FOR RECORD ON _____ AT _____ FILE NUMBER _____ PLAT BOOK _____ PAGE _____

CLERK OF THE COURT IN AND FOR SUMTER COUNTY, FLORIDA

PRINT NAME _____ SIGNATURE _____
DEPUTY CLERK

SEAL

PREPARED BY:



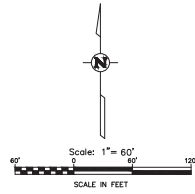
CLYMER FARMER BARLEY
SURVEYING
4450 NE 63RD ROAD, FL 34785
(352) 748-3124 LB8498

WARM SPRINGS PLAZA

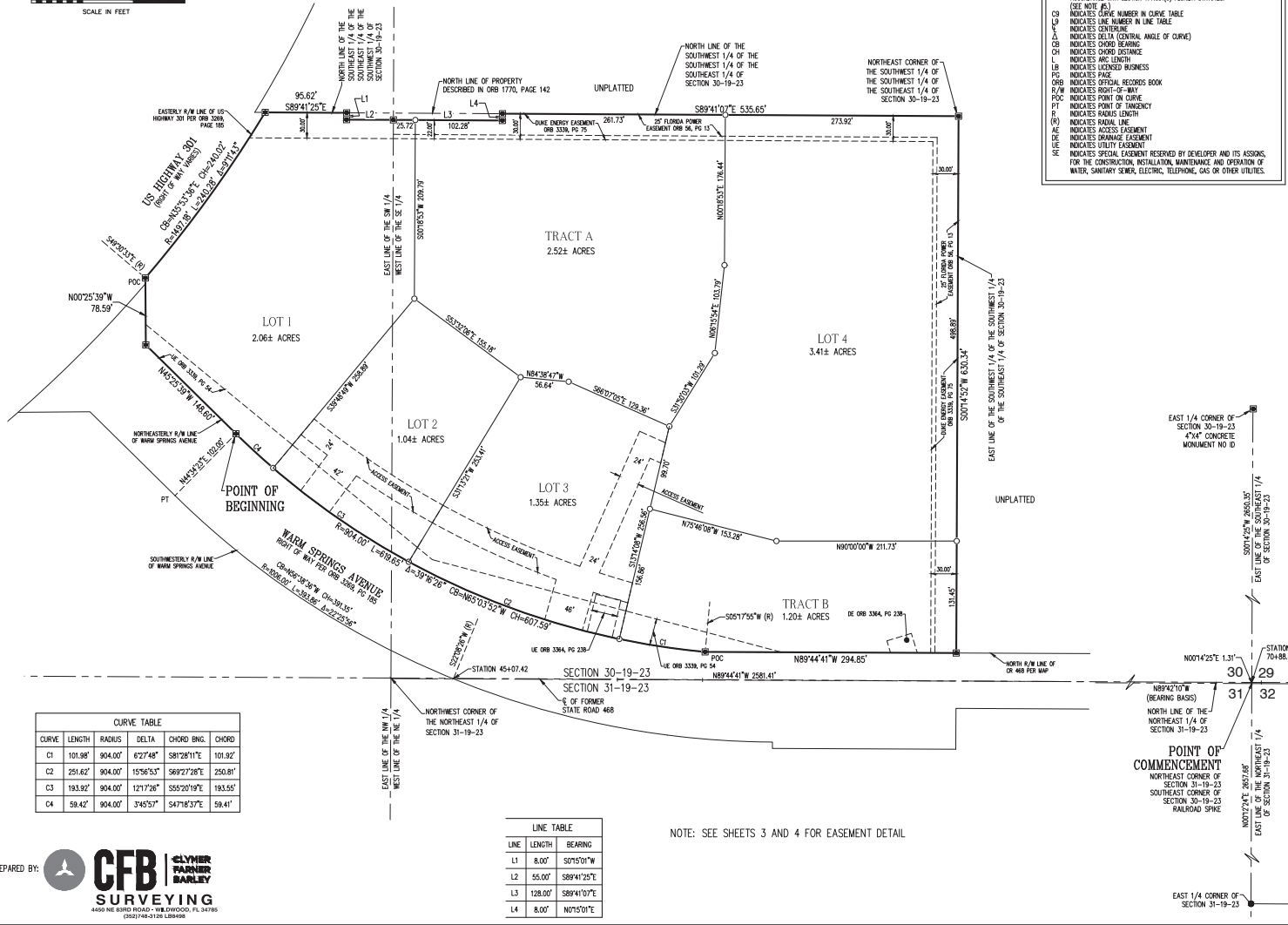
SECTION 30, TOWNSHIP 19 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

SHEET 2 OF 4

PLAT BOOK _____
PAGE _____



LEGEND	
■	INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (L.B. #4400), UNLESS OTHERWISE NOTED.
●	INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (L.B. #4400)
○	INDICATES P.X. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) L.B. #4400 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
○	INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.09(9) FLORIDA STATUTES. (SEE NOTE #5.)
CS	INDICATES CURVE NUMBER IN CURVE TABLE
LN	INDICATES LINE NUMBER IN LINE TABLE
Δ	INDICATES CENTERLINE
Δ	INDICATES DELTA (CENTRAL ANGLE OF CURVE)
CH	INDICATES CHORD DISTANCE
SR	INDICATES CHORD BEARING
LB	INDICATES LICENSED BUSINESS
PG	INDICATES PAGE
ORB	INDICATES OFFICIAL RECORDS BOOK
R/W	INDICATES RIGHT-OF-WAY
POC	INDICATES POINT ON CURVE
PT	INDICATES POINT OF TANGENCY
R	INDICATES RADIUS LENGTH
(R)	INDICATES RADIAL LINE
AE	INDICATES ACCESS EASEMENT
DE	INDICATES DRAINAGE EASEMENT
UE	INDICATES UTILITY EASEMENT
SE	INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES.



CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.
C1	101.98'	904.00'	62°7'48"	581°28'11"E 101.92'
C2	251.62'	904.00'	15°56'53"	569°27'28"E 250.81'
C3	193.92'	904.00'	121°7'26"	555°20'19"E 193.55'
C4	59.42'	904.00'	3°45'57"	547°18'37"E 59.41'

LINE TABLE		
LINE	LENGTH	BEARING
L1	8.00'	S07°50'11"W
L2	55.00'	S89°41'29"E
L3	128.00'	S89°41'07"E
L4	8.00'	N07°50'11"E

NOTE: SEE SHEETS 3 AND 4 FOR EASEMENT DETAIL

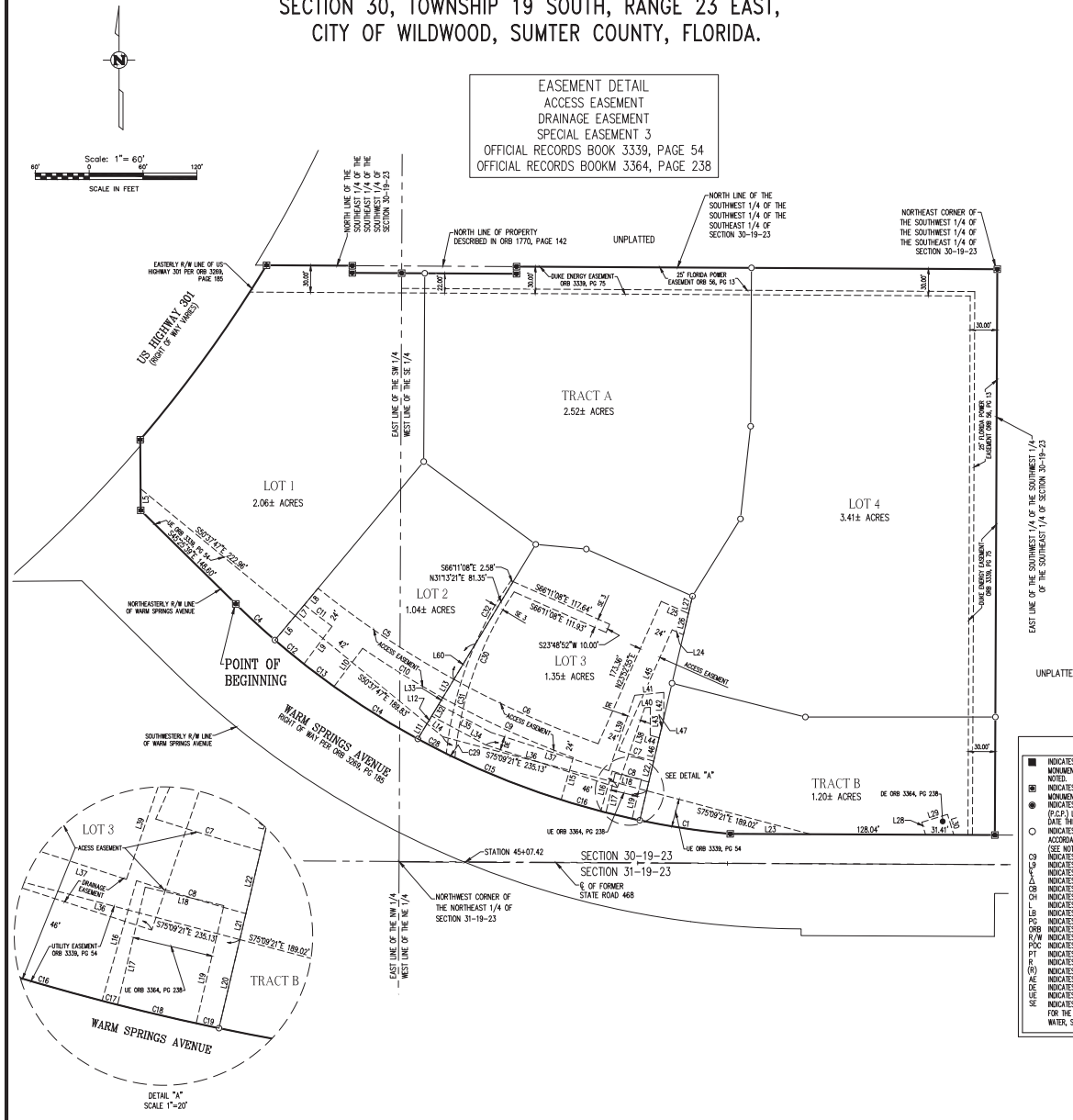
PREPARED BY: **CFB** CLYMER FARNER BARILEY SURVEYING
4400 NE 69TH ROAD - WILDWOOD, FL 34785
(352) 748-3128 L84908

WARM SPRINGS PLAZA

SECTION 30, TOWNSHIP 19 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

SHEET 3 OF 4

PLAT BOOK _____
PAGE _____



EASEMENT DETAIL
ACCESS EASEMENT
DRAINAGE EASEMENT
SPECIAL EASEMENT 3
OFFICIAL RECORDS BOOK 3339, PAGE 54
OFFICIAL RECORDS BOOK 3364, PAGE 238

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C1	109.98	904.00	672°48'	S81°28'11"E	101.82
C4	59.42	904.00	345°57'	S47°18'37"E	59.41
C5	182.40	1050.00	95°11'	S86°10'46"E	182.17
C6	176.23	1050.00	83°38'	S85°57'51"E	176.02
C7	40.71	1050.00	273°18'	S73°11'54"E	40.71
C8	42.41	1074.00	215°44'	S73°15'59"E	42.40
C9	160.10	1074.00	832°28'	S85°22'25"E	159.95
C10	104.90	1074.00	535°46'	S81°18'17"E	104.86
C11	39.09	1074.00	205°07'	S82°13'22"E	39.08
C12	41.79	904.00	238°55'	S80°31'03"E	41.78
C13	42.00	904.00	239°44'	S83°10'22"E	42.00
C14	110.13	904.00	678°48'	S57°59'38"E	110.04
C15	173.73	904.00	1100°40'	S86°59'22"E	173.46
C16	46.00	904.00	254°57'	S73°51'11"E	46.00
C17	5.95	904.00	022°37'	S75°35'51"E	5.95
C18	30.00	904.00	154°05'	S76°44'18"E	30.00
C19	8.66	904.00	032°55'	S77°57'49"E	8.66

LINE TABLE		
LINE	LENGTH	BEARING
L5	24.05	N07°25'39"W
L6	35.39	N39°48'49"E
L7	15.68	N39°48'49"E
L8	24.00	N39°48'49"E
L9	52.29	S38°49'38"W
L10	53.18	S38°49'38"W
L11	19.70	N31°32'21"E
L12	10.09	N31°32'21"E
L13	24.02	N31°32'21"E
L14	22.69	S07°37'47"E
L15	48.86	S18°02'49"W
L16	46.39	S18°02'49"W
L17	44.88	N13°15'42"E
L18	30.00	S76°44'18"E
L19	44.88	S13°15'42"W
L20	33.80	N13°14'08"E

LINE TABLE		
LINE	LENGTH	BEARING
L21	9.87	N13°14'08"E
L22	24.02	N13°14'08"E
L23	89.65	S87°44'41"E
L24	13.69	S66°07'05"E
L25	33.18	S66°07'05"E
L26	24.42	N13°14'08"E
L27	19.84	N13°14'08"E
L28	14.58	S18°57'48"E
L29	30.00	S73°02'12"W
L30	23.88	N18°57'48"W
L32	15.02	N31°32'21"E
L33	8.75	N31°32'21"E
L34	68.38	N81°50'57"W
L35	66.23	N81°50'57"W
L36	235.13	S75°09'21"E
L37	138.00	N72°01'39"W
L38	93.96	S18°56'11"W
L39	88.85	S18°56'11"W
L40	6.25	S84°23'36"W
L41	32.48	S84°23'36"W
L42	28.91	N07°09'55"E
L43	31.23	N07°09'55"E
L44	10.34	N74°19'52"W
L45	147.13	N23°52'56"E
L46	26.71	N13°14'08"E
L47	22.25	N13°14'08"E

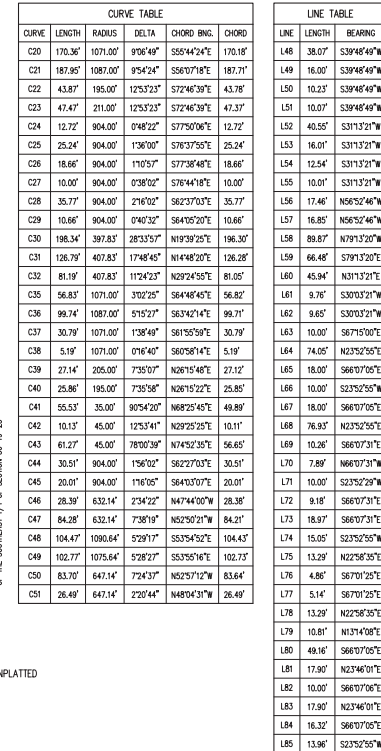
LEGEND

- INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4948), UNLESS OTHERWISE NOTED
- INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #4948) (P.L.P.) LB #4948 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
- INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.04(1) FLORIDA STATUTES (SEE NOTE #5)
- INDICATES CURVE NUMBER IN CURVE TABLE
- INDICATES LINE NUMBER IN LINE TABLE
| INDICATES CENTERLINE | INDICATES DELTA (CENTRAL ANGLE OF CURVE) |
| INDICATES CHORD BEARING | INDICATES CHORD DISTANCE |
| INDICATES ARC LENGTH | INDICATES LOCKED BUSINESS |
| INDICATES PAGE | INDICATES OFFICIAL RECORDS BOOK |
| INDICATES RIGHT-OF-WAY | INDICATES POINT ON CURVE |
| INDICATES POINT OF TANGENCY | INDICATES RADIUS LENGTH |
| INDICATES RADIAL LINE | INDICATES ACCESS EASEMENT |
| INDICATES DRAINAGE EASEMENT | INDICATES UTILITY EASEMENT |
| INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSOCIATES FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES. | |

PREPARED BY: **CFB** SURVEYING
4400 NE 84th ROAD - WILDWOOD, FL 34785
(352) 746-1128 LB4948

PLAT BOOK _____
PAGE _____

EASEMENT DETAIL	
SPECIAL EASEMENT 1	
SPECIAL EASEMENT 2	
SPECIAL EASEMENT 4	

[illegible]

LINE TABLE			LINE TABLE			LINE TABLE		
LINE	LENGTH	BEARING	LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L86	10.00'	S66°07'05"E	L95	22.47'	S24°53'51"E	L104	9.91'	S66°07'05"E
L87	13.96'	S32°52'55"W	L96	29.71'	N01°15'21"E	L105	5.91'	N23°52'55"E
L88	3.68'	S66°07'05"E	L97	15.21'	N01°15'21"E	L106	6.50'	N21°15'59"W
L89	17.90'	N02°34'54"E	L98	36.07'	N30°48'49"E	L107	42.19'	N66°19'54"W
L90	10.00'	N66°07'06"E	L99	15.00'	N30°48'49"E	L108	198.86'	S23°53'51"E
L91	17.90'	N2°34'54"E	L100	169.76'	S24°53'51"E	L109	183.70'	N55°52'46"W
L92	30.71'	S66°07'05"E	L101	66.19'	N66°19'54"W	L110	182.19'	N56°52'46"W
L93	146.47'	N23°52'55"E	L102	14.81'	N21°15'59"W			
L94	126.86'	S66°07'05"E	L103	10.07'	N23°52'55"E			

PREPARED BY:  **CFB** | **CLYMER
FARNER
BARLEY**
SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3126 LB8498

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: PLAT 2212-006 Fenney Professional Plaza Final Plat

REQUESTED ACTION: Staff recommends approval.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

RP Wildwood, LLC is seeking approval from the City Commission for Fenney Professional Plaza Final Plat, a subdivision consisting of 2 commercial lots, on 5.75 acres MOL.

Final plat is in accordance with statutory requirements.

DATED: 03/20/2023

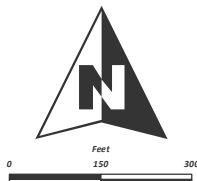


Terri O'Neal
Planning Manager, Development Services



**CITY OF
WILDWOOD**

100 North Main Street
Wildwood, FL 34785
Phone: (352) 330-1330
www.wildwood-fl.gov



PLAT 2212-006

FENNEY PROFESSIONAL PLAZA FINAL PLAT

PARCELS G30-147 & G31-043

MAP 1B

**LOCATION
MAP**

**MARCH
2023**

CONVENE, CONTINUE, RESTRICTIONS
AND EASEMENTS FOR THE SUBDIVISION
ARE BY SUMTER COUNTY, FLORIDA
OF BOOK _____ PAGE _____

FENNEY PROFESSIONAL PLAZA

SECTIONS 30 AND 31, TOWNSHIP 19 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

SHEET 1 OF 3

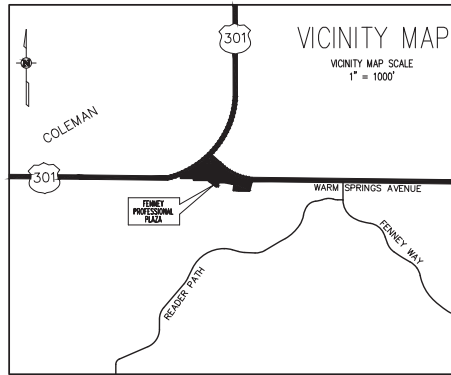
PLAT BOOK
PAGE

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTIONS 30 AND 31, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A RAILROAD SPIKE MARKING THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 19 SOUTH, RANGE 23 EAST, AND THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; SAID POINT BEARS S001°4'25"W, 2650.35 FEET FROM A 4-INCH SQUARE CONCRETE MONUMENT (NO I.D.) AT THE EAST QUARTER CORNER OF AFORESAID SECTION 30 AND BEARS N001°2'24"E, 2657.68 FEET FROM AN IRON PIPE AT THE EAST QUARTER CORNER OF AFORESAID SECTION 31; THENCE ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 30 RUN N001°4'25"E, A DISTANCE OF 1.31 FEET TO THE CENTERLINE OF SURVEY FOR COUNTY ROAD 468; SAID POINT ALSO BEING STATION 70+88.83 OF SAID CENTERLINE OF SURVEY; THENCE ALONG SAID CENTERLINE OF SURVEY RUN N89°44'41"W, A DISTANCE OF 2581.41 FEET TO STATION 45+07.42 AND THE POINT OF BEGINNING; SAID POINT BEING ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1,006.00 FEET AND A CHORD BEARING AND DISTANCE OF N56°38'36"W, 391.35 FEET TO WHICH A RADIAL LINE BEARS S22°08'28"W; SAID POINT ALSO BEING ON THE BOUNDARY OF PROPERTY CONVEYED TO SUMTER COUNTY, FLORIDA, AS RECORDED IN OFFICIAL RECORDS BOOK 3269, PAGE 185, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG SAID BOUNDARY OF RECORD AND THE SOUTHWESTERLY RIGHT OF WAY LINE OF WARM SPRINGS AVENUE, THE FOLLOWING THREE (3) COURSES: RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°25'56", AN ARC DISTANCE OF 393.86 FEET TO THE POINT OF TANGENCY; THENCE N45°25'39"W, 140.23 FEET; THENCE S89°34'21"W, 84.47 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,501.68 FEET AND A CHORD BEARING AND DISTANCE OF S56°37'09"W, 408.53 FEET TO WHICH A RADIAL LINE BEARS S41°11'56"E; SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 301 PER FLORIDA DEPARTMENT OF TRANSPORTATION MAINTENANCE MAP SECTION 10810, PP NO. 430132-1; THE FOLLOWING THREE (3) COURSES BEING ALONG SAID EASTERLY RIGHT OF WAY LINE: RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 1°35'00", AN ARC DISTANCE OF 409.80 FEET; THENCE ALONG A NON-TANGENT LINE RUN S72°38'40"W, 53.36 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1,497.68 FEET AND A CHORD BEARING AND DISTANCE OF S68°45'29"W, 57.19 FEET TO WHICH A RADIAL LINE BEARS S22°20'13"E; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°11'16", AN ARC DISTANCE OF 57.19 FEET TO THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 301 PER FOOT RIGHT-OF-WAY MAP SECTION 18010-2530; THENCE RUN S01°41'08"W, 47.31 FEET ALONG SAID EAST LINE AND THE SOUTHERLY EXTENSION THEREOF TO THE CENTERLINE OF COUNTY ROAD 468 PER MAP SECTION 18040; THENCE ALONG SAID CENTERLINE RUN S89°44'41"E, 221.57 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF AFORESAID SECTION 31; THENCE ALONG SAID WEST LINE RUN S00°20'58"W, 32.76 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD 468; THENCE ALONG SAID RIGHT-OF-WAY LINE RUN S89°49'30"E, 241.43 FEET TO A POINT ON THE BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3364, PAGE 268, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THE FOLLOWING ELEVEN (11) COURSES BEING ALONG SAID BOUNDARY AND THE NORTHERLY EXTENSION THEREOF: RUN S51°43'05"E, 180.56 FEET; THENCE N02°52'21"W, 26.66 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1,200.00 FEET AND A CHORD BEARING AND DISTANCE OF S54°35'34"E, 42.99 FEET TO WHICH A RADIAL LINE BEARS S30°28'07"W; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°03'09", AN ARC DISTANCE OF 42.99 FEET; THENCE ALONG A NON-TANGENT LINE RUN N00°20'56"E, 70.57 FEET; THENCE S89°49'30"E, 121.88 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 820.20 FEET AND A CHORD BEARING AND DISTANCE OF S79°41'11"E, 154.15 FEET TO WHICH A RADIAL LINE BEARS S16°09'20"W; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°47'02", AN ARC DISTANCE OF 154.37 FEET; THENCE ALONG A NON-TANGENT LINE RUN S06°53'07"W, 107.03 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 927.20 FEET AND A CHORD BEARING AND DISTANCE OF S87°05'38"E, 85.42 FEET TO WHICH A RADIAL LINE BEARS S05°32'46"W; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°16'40", AN ARC DISTANCE OF 85.45 FEET TO THE POINT OF TANGENCY; THENCE S89°44'03"E, 174.99 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 167.50 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°12'05", AN ARC DISTANCE OF 12.28 FEET; THENCE ALONG A NON-TANGENT LINE RUN N14°20'55"E, 148.45 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1,006.00 FEET AND A CHORD BEARING AND DISTANCE OF N79°17'03"W, 259.99 FEET TO WHICH A RADIAL LINE BEARS S07°17'29"W; THENCE DEPARTING SAID NORTHERLY EXTENSION RUN WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°50'57", AN ARC DISTANCE OF 260.72 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.75 TOTAL ACRES, MORE OR LESS.



NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL, IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NOTES:

- 1.) BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 23 EAST AS BEING S001°4'25"W.
- 2.) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- 3.) ALL DISTANCES SHOWN ARE IN FEET.
- 4.) WITH REFERENCE TO CURVILINEAR LOTS, RADIAL LINES HAVE BEEN DESIGNATED BY (R). ALL OTHER LINES ARE NON-RADIAL.
- 5.) LOT CORNERS HAVE BEEN SET AT THE TIME OF PLATTING.
- 6.) ALL PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN SET IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.
- 7.) THE PLAT PROPERTY INFORMATION REPORT FOR THIS PLAT HAS BEEN SUBMITTED BY SEPARATE DOCUMENT.
- 8.) THE ACCESS EASEMENT SHALL BE FOR SHARED VEHICULAR AND PEDESTRIAN ACCESS FOR THE BENEFIT OF THE LOT 1 AND LOT 2 ITS SUCCESSORS AND ASSIGNS AND FOR THE MEMBERS OF THE FENNEY PROFESSIONAL PLAZA ASSOCIATION AND ITS MEMBERS AND THEIR EMPLOYEES, CLIENTS, AND CUSTOMERS.

REVIEWING SURVEYOR'S CERTIFICATE

PURSUANT TO SECTION 177.081, FLORIDA STATUTES, I HEREBY CERTIFY THAT I HAVE PERFORMED A REVIEW OF THIS PLAT FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES AND THAT SAID PLAT COMPLIES WITH THE TECHNICAL REQUIREMENTS OF THAT CHAPTER; PROVIDED, HOWEVER, THAT MY REVIEW AND CERTIFICATION DOES NOT INCLUDE FIELD VERIFICATION OF ANY POINTS OR MEASUREMENTS SHOWN ON THIS PLAT.

SIGNATURE _____ DATE _____
PRINT NAME _____ REGISTRATION NO. _____

SEAL

NAME _____ DATE _____
REGISTRATION NO. 5912

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES AND WAS FILED FOR RECORD ON _____ DAY OF _____, 20____, AT _____ FILE NUMBER _____ PLAT BOOK _____ PAGE _____

CLERK OF THE COURT IN AND FOR SUMTER COUNTY, FLORIDA

SIGNATURE _____
DEPUTY CLERK _____

SEAL

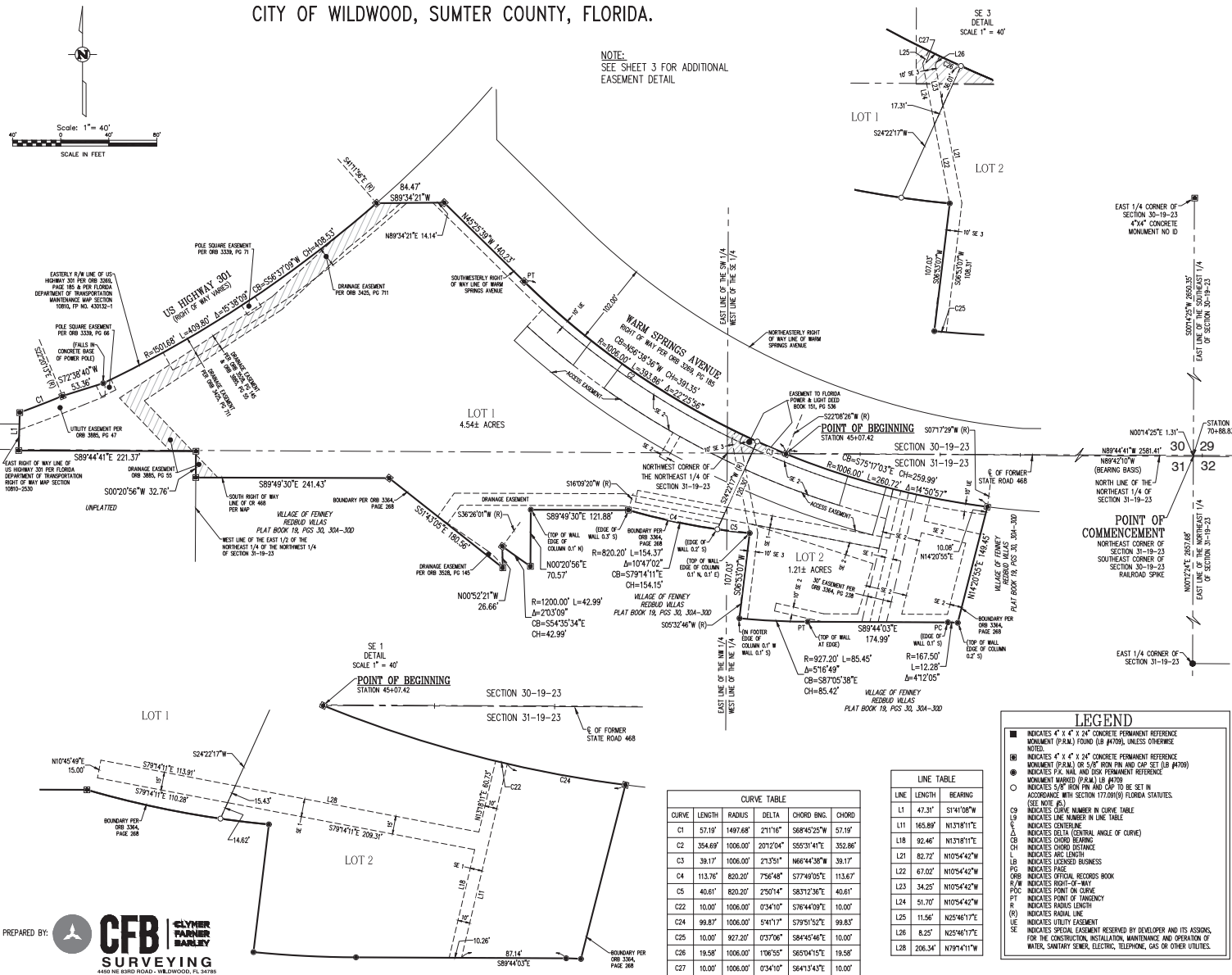
PREPARED BY:



CFB CLYMER FARMER BARLEY
SURVEYING
4450 NE 63RD ROAD, WILDWOOD, FL 34786
(352) 748-3128 LB#498

PLAT BOOK _____
PAGE _____

NOTE:
SEE SHEET 3 FOR ADDITIONAL
EASEMENT DETAIL

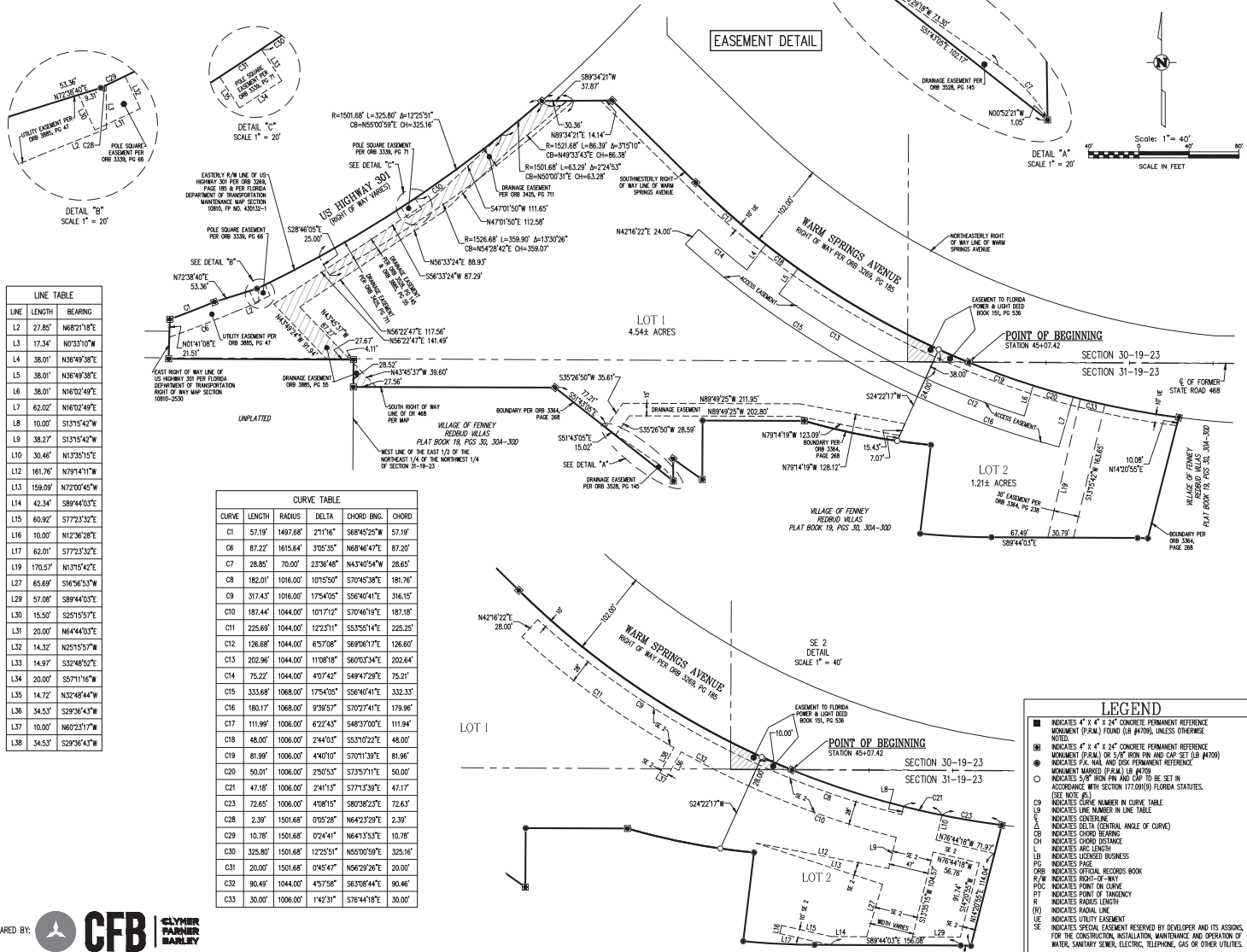


FENNEY PROFESSIONAL PLAZA

SHEET 3 OF 3

PLAT BOOK
PAGE

SECTIONS 30 AND 31, TOWNSHIP 19 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.



CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: SentinelOne Security Suite Renewal for 2023-2026 in the Amount of \$73,342.75

REQUESTED ACTION: Staff recommends approval.

CONTRACT: Vendor/Entity: vTECHio
Effective Date: 3/31/2023 Termination Date: 3/31/2026
Managing Division/Department: Information Technology

BUDGET IMPACT: This is a budgeted purchase. The total amount of \$73,342.75 will be paid by the utilizing departments and will cover the City for three years. Based on a budgeted amount of \$115,200 across all departments, the renewal is over 36% below budget and represents a significant savings over the life of the agreement. On an annualized basis (\$24,447.58) compared to the cost for our first year (\$33,200) this is a 26% savings per year.

HISTORY/FACTS/ISSUES:

Staff is requesting approval to renew the SentinelOne suite of products, including Singularity Complete, Ranger, and Vigilance Respond for a period of three years for \$73,342.75.

Staff previously selected SentinelOne (S1) after an evaluation of multiple alternative products. Subsequent to our first year with SentinelOne, the IT Department is impressed with the S1 Suite and recommends that we proceed with the renewal of S1, including Singularity Complete, Ranger, and Vigilance Respond. SentinelOne is FedRAMP certified, which by definition meets CJIS and FIPS 140.2 requirements so the product can be utilized across the entire organization, including the Police Department.



EIN: 31-1758837

PROPOSAL

CAWQ26277-01

Quoted: Mar 22, 2023

Expires: Apr 21, 2023

Prepared For:	Ship To:	Presented By:
City of Wildwood Paul Ketz 100 N Main St Wildwood, FL 34785 United States Phone (352) 661-6911 Email pketz@wildwood-fl.gov	City of Wildwood Paul Ketz 100 N Main St Wildwood, FL 34785 United States	Dan Beeman Dan.beeman@vtechio.com 813-777-7651 To accept this proposal, sign here and return: Date: _____ Customer Purchase Order Number: _____

Please review quote for shipping address and accuracy of each item BEFORE placing order.

Terms: Net 45 Days

Line #	Description	Product #	Unit Price	Qty	Ext. Price
1	Complete Protection Platform (Per Workstation). EPP + EDR, with NGAV (AI), Rogues IoT, Firewall Control, Device Control, Remote Shell, Deep Visibility and up to 100 concurrent STAR Rules, Enterprise Support Plan Term: 3/31/2023 - 3/30/2026	S1ES-CMP-EN-T2-C	\$200.24	250	\$50,060.00
2	Vigilance Respond (Per Endpoint). 24x7 Managed Detection and Response Term: 3/31/2023 - 3/30/2026	SS-VR-ND-T2-C	\$68.88	250	\$17,220.00
3	Ranger Protection Platform- Enterprisewide Discovery of IT/IoT, Attack Surface Reduction, Peer-to-Peer Deployment Capability for SentinelOne Agents Term: 3/31/2023 - 3/30/2026	SP-RGR-ND-T2-C	\$21.70	250	\$5,425.00
4	Singularity XDR Platform. Access to the Singularity XDR Platform, includes initial XDR Ingest Term: 3/31/2023 - 3/30/2026	PF-PLT-FF-T1-C	\$637.75	1	\$637.75

Line #	Description	Product #	Unit Price	Qty	Ext. Price
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Recurring :

Your investment in addition to the Grand Total:

- \$0.00 Billed Monthly
- \$0.00 Billed Quarterly
- \$0.00 Billed Annually



www.vTECHio.com

Totals :

Subtotal	\$73,342.75
Tax	\$0.00
Shipping	\$0.00
Grand Total	\$73,342.75

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. vTechio reserves the right to cancel quotes and orders arising from pricing or other errors. Sales tax on products shipped is based on your "Ship To" address. Please indicate any tax-exempt status on your PO, and email your exemption certificate to DJ.peterson@vtechio.com . Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to DJ.peterson@vtechio.com

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice.***A 3.5% convenience fee will be charged for credit card purchases*** By signing this quote you acknowledge having read and agree to be bound by such terms.

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: CDD 2211-001 Eastport Community Development District

REQUESTED ACTION: Staff recommends approval of the Petition to Establish Eastport Community Development District.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

The applicant is seeking approval from the City Commission to establish a Community Development District (CDD) for a portion of The Villages of Southern Oaks, to be referred to as Eastport Community Development District.

The project consists of approximately 50.35 acres of land, including approximately 250,000 square feet of commercial space, with the possibility of additional mixed uses, including residential.

A proposed infrastructure plan is included as an attachment with the Petition to Establish Eastport Community Development District. The landowner/CDD is proposing to construct the roadways, landscaping and irrigation in common areas, parking areas, master earthwork and stormwater collection systems and project entry features associated with the Project. The total estimated cost of these improvements is \$50,732,160. The CDD will own, operate and maintain the utilities, amenities, drainage facilities, landscaping and water bodies. The City of Wildwood will own, operate and maintain the roads within the development.

DATED: 03/21/2023



Terri O'Neal
Planning Manager, Development Services

ORDINANCE NO. O2023-1

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, ESTABLISHING AND NAMING EASTPORT COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH CHAPTER 190 OF THE FLORIDA STATUTES; DESCRIBING THE EXTERNAL BOUNDARIES OF THE DISTRICT; GRANTING SPECIAL POWERS; NAMING THE INITIAL MEMBERS OF THE DISTRICT'S BOARD OF SUPERVISORS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 190, Florida Statutes, The Villages Development Company, LLC ("Petitioner"), has petitioned the City Commission of the City of Wildwood, Florida ("Commission"), to adopt an ordinance establishing the Eastport Community Development District ("District"), pursuant to Chapter 190, Florida Statutes (2021); and,

WHEREAS, Petitioner is a Florida limited liability company authorized to conduct business in the State of Florida; and,

WHEREAS, pursuant to Chapter 190, all interested persons and affected units of general-purpose local government were afforded an opportunity to present oral and written comments on the petition for establishment ("Petition") at a duly noticed public hearing conducted by the Commission; and,

WHEREAS, upon consideration of the record established at that hearing, the Commission determined that the statements within the Petition are true and correct; that the establishment of the District is not inconsistent with any applicable element or portion of the state comprehensive plan or the local government comprehensive plan; that the land within the District is of sufficient size, is sufficiently compact, and sufficiently contiguous to be developable as a functionally interrelated community; that the District is the best alternative available for delivering community development services and facilities to the area served by the District; that the services and facilities of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities and that the area to be served by the District is amenable to separate special-district governance; and,

WHEREAS, establishment of the District will constitute a timely, efficient, effective, responsive and economic way to deliver community development services in the area described in the Petition.

NOW, THEREFORE, be it ordained by the City Commission of the City of Wildwood, Florida, as follows:

SECTION 1: RECITALS. That the recitals above are hereby incorporated as if fully set forth herein.

SECTION 2: AUTHORITY. This Ordinance is adopted in compliance with, and pursuant to, the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes (2021).

SECTION 3: DISTRICT NAME. There is hereby established a community development district situated within the City of Wildwood, Florida, which shall be known as the “Eastport Community Development District”.

SECTION 4: EXTERNAL BOUNDARIES OF THE DISTRICT. Encompassing approximately 50.35 acres, the external boundaries of the District are described in Exhibit A attached hereto.

SECTION 5: POWERS AND FUNCTIONS. The District shall have all general and special functions and powers described in Chapter 190, Florida Statutes, as the same may be expanded by general law from time to time. Without limiting the foregoing, the City of Wildwood consents to the exercise of the special powers described in Section 190.012(2) excluding Subsection 190.012(2)(f); provided however, that the District’s exercise of the special powers described in Section 190.012, Florida Statutes, shall be subject to the regulatory jurisdiction and permitting authority of the City of Wildwood and shall not materially prevent or hinder the operation of current systems and facilities provided by the City of Wildwood. The City of Wildwood’s regulatory and permitting authority includes the power to require a negotiated franchise agreement prior to the District’s operation of utility facilities in City rights-of-way for water, sanitary sewer, natural gas, or electric utilities.

SECTION 6: BOARD OF SUPERVISORS. The five persons designated to serve as initial members of the District’s Board of Supervisors are as follows: Heather Owen, John Judge, Geno Jarquin, Dave Lewis and Ashley Abbott. All of the above-listed persons are residents of the State of Florida and citizens of the United States of America.

SECTION 7: SEVERABILITY. If any section, sentence, clause or phrase of this Ordinance, or any particular application thereof, is held to be invalid or unconstitutional by a Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of said Ordinance.

SECTION 8: EFFECTIVE DATE. This Ordinance shall take effect immediately upon its final adoption by the City Commission.

PASSED AND ORDAINED this ____ day of _____, 2023, by the City Commission of the City of Wildwood, Florida.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

SEAL

Ed Wolf, Mayor

ATTEST: _____
Susan Patterson, City Clerk

First Reading: _____

Second Reading: _____

Approved as to form and Legal Sufficiency:

City Attorney



Jo O. Thacker
T: (407) 839-4230
jo.thacker@nelsonmullins.com

NELSON MULLINS RILEY & SCARBOROUGH LLP
ATTORNEYS AND COUNSELORS AT LAW

390 North Orange Avenue, Suite 1400
Orlando, FL 32801
T: 407.839.4200 F: 407.425.8377
nelsonmullins.com

November 28, 2022

VIA FEDEX

Melanie Peavy
Development Services Director
City Hall
100 N. Main Street
Wildwood, FL 34785

RE: Petition to Establish Eastport Community Development District

Dear Ms. Peavy:

Attached please find the following original documents for filing:

- Petition to Establish Eastport Community Development District; and
- Check No. 1014894 for \$15,000.00 for the filing fee.

If you have any question or comment, please contact me.

Sincerely,

A handwritten signature in blue ink, appearing to be 'Jo O. Thacker', written over a light blue circular stamp.

Jo O. Thacker

Attachments

**PETITION TO ESTABLISH
EASTPORT COMMUNITY DEVELOPMENT DISTRICT**

Petitioner, The Villages Development Company, LLC, a Florida limited liability company, petitions the City of Wildwood, Florida (hereinafter referred to as “City”) pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, to adopt an ordinance to establish a Community Development District and to designate the boundaries of the District, and states as follows:

1. Petitioner is a Florida limited liability company with its principal place of business at 3619 Kiessel Road, The Villages, Florida 32163.

2. The boundary of the District comprises approximately 50.35 acres. A map showing the location of the District is attached as **Exhibit 1**. All of the land in the proposed District is within the City.

3. A sketch and metes and bounds legal description of the external boundaries of the District is attached as **Exhibit 2**.

4. Attached as **Exhibit 3** is documentation constituting written consent to establishment of the District by the owners of the real property to be included in the District.

5. The five (5) persons designated to serve as the initial members of the Board of Supervisors of the District are named in **Exhibit 4** attached hereto.

6. The proposed name of the District is Eastport Community Development District.

7. The major trunk water mains, sewer interceptors, and outfalls currently in existence on the property within the District are identified on **Exhibit 5** attached hereto.

8. The proposed timetables and related estimates of cost to construct the District services and facilities, based upon available data, are attached as **Exhibit 6**.

9. All of the property to be included in the District, as shown in **Exhibit 7** will be developed pursuant to the approved development plan of The Villages of Southern Oaks (VOSO) Age Restricted Development.

10. The Statement of Estimated Regulatory Costs of the granting of this Petition and the establishment of the District is attached as **Exhibit 8**.

WHEREFORE, Petitioner respectfully requests the City to:

A. Schedule public hearings on January 9, 2023 and January 23, 2023 to consider this Petition filed pursuant to the uniform procedures set forth in Section 190.005(2), Florida Statutes.

B. Grant the Petition and adopt an ordinance to establish the District and designate the boundary of the District, pursuant to Sections 190.005(2), Florida Statutes.

RESPECTFULLY SUBMITTED this 14th day of Mar., 2022.

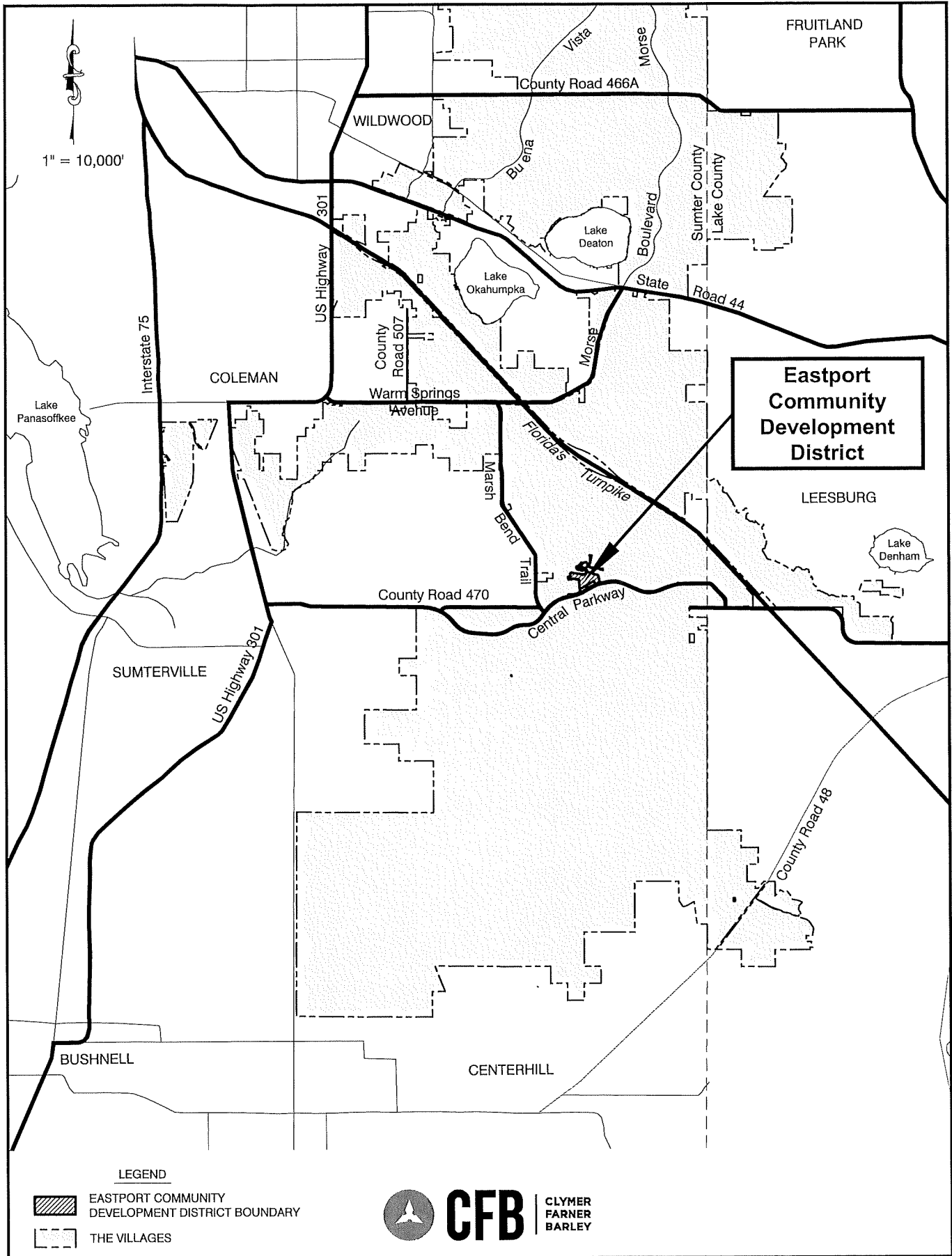
**THE VILLAGES DEVELOPMENT
OPERATING COMPANY, LLC,**
a Florida limited liability company

By: VDC MANAGER, LLC,
a Florida limited liability company,
its Manager

By: _____

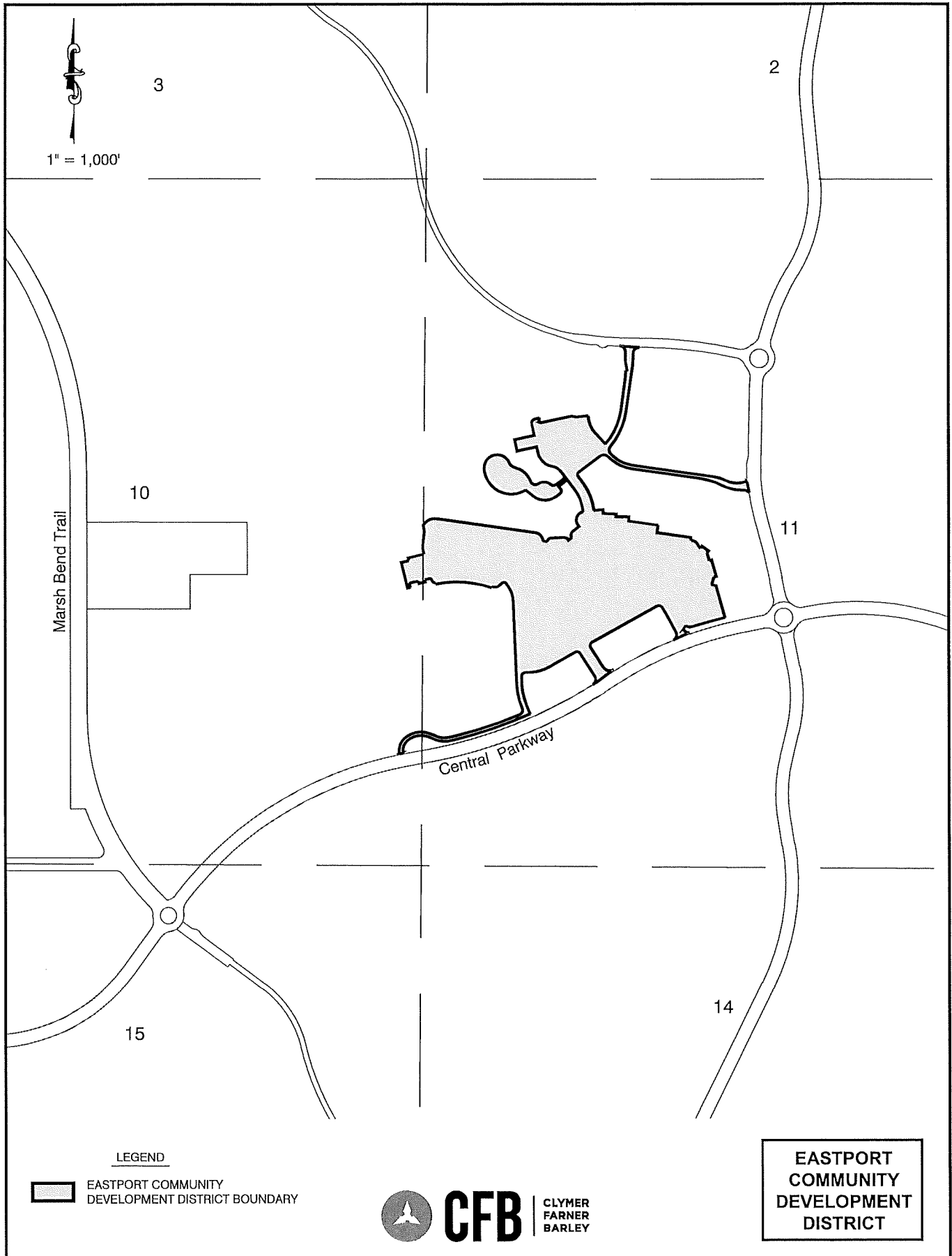
Martin L. Dzuro, Manager

EXHIBIT 1



GENERAL LOCATION MAP

EXHIBIT 2



EASTPORT COMMUNITY DEVELOPMENT DISTRICT

**LEGAL DESCRIPTION
FOR
EASTPORT COMMUNITY DEVELOPMENT DISTRICT**

A PARCEL OF LAND LYING WITHIN SECTIONS 10 AND 11, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 11; THENCE ALONG THE SOUTH LINE THEREOF RUN S89°27'00"E, 1510.26 FEET; THENCE DEPARTING SAID SOUTH LINE RUN N00°33'00"E, 1533.42 FEET TO THE POINT OF BEGINNING; THENCE S53°18'53"W, 152.37 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 3,750.00 FEET AND A CHORD BEARING AND DISTANCE OF S57°47'12"W, 47.21 FEET TO WHICH A RADIAL LINE BEARS S32°34'27"E; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°43'17", AN ARC DISTANCE OF 47.21 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 47.00 FEET AND A CHORD BEARING AND DISTANCE OF N12°47'12"E, 66.89 FEET TO WHICH A RADIAL LINE BEARS S31°51'10"E; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°43'16", AN ARC DISTANCE OF 74.42 FEET TO THE POINT OF TANGENCY; THENCE N32°34'27"W, 210.45 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 30.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 87°19'40", AN ARC DISTANCE OF 45.72 FEET TO THE POINT OF TANGENCY; THENCE S60°05'53"W, 224.60 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 339.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°34'03", AN ARC DISTANCE OF 163.11 FEET TO THE POINT OF TANGENCY; THENCE S87°39'57"W, 39.23 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 47.12 FEET TO THE POINT OF TANGENCY; THENCE S02°20'03"E, 56.24 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 485.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°50'33", AN ARC DISTANCE OF 176.43 FEET TO THE POINT OF TANGENCY; THENCE S23°10'36"E, 67.09 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 3,720.72 FEET AND A CHORD BEARING AND DISTANCE OF S71°23'37"W, 647.25 FEET TO WHICH A RADIAL LINE BEARS S23°35'46"E; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 09°58'47", AN ARC DISTANCE OF 648.06 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 232.50 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 41°02'38", AN ARC DISTANCE OF 166.55 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 171.50 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 69°10'28", AN ARC DISTANCE OF 207.06 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 82.50 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°54'19", AN ARC DISTANCE OF 50.26 FEET TO A POINT ON THE ARC OF

A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 144.75 FEET AND A CHORD BEARING AND DISTANCE OF S13°23'17"W, 18.41 FEET TO WHICH A RADIAL LINE BEARS N72°58'01"W; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°17'24", AN ARC DISTANCE OF 18.42 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 32.50 FEET AND A CHORD BEARING AND DISTANCE OF S19°36'00"E, 31.50 FEET TO WHICH A RADIAL LINE BEARS N80°37'03"W; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 57°57'53", AN ARC DISTANCE OF 32.88 FEET; THENCE ALONG A NON-TANGENT LINE RUN S72°42'43"W, 43.59 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 32.50 FEET AND A CHORD BEARING AND DISTANCE OF N04°45'32"E, 10.53 FEET TO WHICH A RADIAL LINE BEARS S75°54'53"E; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°39'10", AN ARC DISTANCE OF 10.58 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 158.57 FEET AND A CHORD BEARING AND DISTANCE OF N06°31'19"E, 57.19 FEET TO WHICH A RADIAL LINE BEARS S86°07'56"W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°46'46", AN ARC DISTANCE OF 57.51 FEET; THENCE ALONG A NON-TANGENT LINE RUN N14°34'55"E, 3.77 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 118.65 FEET AND A CHORD BEARING AND DISTANCE OF N32°19'08"E, 62.81 FEET TO WHICH A RADIAL LINE BEARS N73°01'44"W; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 30°41'44", AN ARC DISTANCE OF 63.57 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 199.67 FEET AND A CHORD BEARING AND DISTANCE OF N82°50'26"E, 226.69 FEET TO WHICH A RADIAL LINE BEARS N41°44'48"W; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 69°10'28", AN ARC DISTANCE OF 241.07 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 204.65 FEET AND A CHORD BEARING AND DISTANCE OF S82°54'30"E, 142.13 FEET TO WHICH A RADIAL LINE BEARS S27°24'42"W; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 40°38'24", AN ARC DISTANCE OF 145.16 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 949.84 FEET AND A CHORD BEARING AND DISTANCE OF N76°08'33"E, 20.77 FEET TO WHICH A RADIAL LINE BEARS N14°29'02"W; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°15'11", AN ARC DISTANCE OF 20.77 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 3,692.53 FEET AND A CHORD BEARING AND DISTANCE OF N71°50'29"E, 545.82 FEET TO WHICH A RADIAL LINE BEARS S13°55'13"E; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 08°28'37", AN ARC DISTANCE OF 546.32 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 36.33 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 91°01'06", AN ARC DISTANCE OF 57.71 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 525.67 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°04'53", AN ARC DISTANCE OF 193.42 FEET TO THE POINT OF TANGENCY; THENCE N02°20'03"W, 639.20 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 236.33 FEET; THENCE NORTHERLY

ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $39^{\circ}18'05''$, AN ARC DISTANCE OF 162.11 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 24.33 FEET AND A CHORD BEARING AND DISTANCE OF $S85^{\circ}23'19''W$, 29.51 FEET TO WHICH A RADIAL LINE BEARS $N32^{\circ}43'36''E$; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $74^{\circ}40'33''$, AN ARC DISTANCE OF 31.71 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 500.67 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $03^{\circ}28'18''$, AN ARC DISTANCE OF 30.34 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 50.67 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $57^{\circ}06'28''$, AN ARC DISTANCE OF 50.50 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 896.33 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $00^{\circ}23'12''$, AN ARC DISTANCE OF 6.05 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 2.33 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $90^{\circ}11'32''$, AN ARC DISTANCE OF 3.67 FEET TO THE POINT OF TANGENCY; THENCE $S18^{\circ}03'05''W$, 7.50 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 886.50 FEET AND A CHORD BEARING AND DISTANCE OF $N86^{\circ}05'41''W$, 434.62 FEET TO WHICH A RADIAL LINE BEARS $N18^{\circ}05'41''E$; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $28^{\circ}22'45''$, AN ARC DISTANCE OF 439.09 FEET; THENCE ALONG A NON-TANGENT LINE RUN $N10^{\circ}14'28''W$, 7.59 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 2.33 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $85^{\circ}23'15''$, AN ARC DISTANCE OF 3.47 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 26.67 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $84^{\circ}04'24''$, AN ARC DISTANCE OF 39.13 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 14.33 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $91^{\circ}16'22''$, AN ARC DISTANCE OF 22.83 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 937.33 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $00^{\circ}52'02''$, AN ARC DISTANCE OF 14.19 FEET TO THE POINT OF TANGENCY; THENCE $S76^{\circ}18'17''W$, 21.67 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 2.33 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$, AN ARC DISTANCE OF 3.66 FEET TO THE POINT OF TANGENCY; THENCE $S13^{\circ}41'43''E$, 15.50 FEET; THENCE $S76^{\circ}18'17''W$, 50.17 FEET; THENCE $N13^{\circ}41'43''W$, 13.38 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 4.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $90^{\circ}16'10''$, AN ARC DISTANCE OF 7.09 FEET TO THE POINT OF TANGENCY; THENCE $S76^{\circ}02'07''W$, 4.13 FEET; THENCE $S80^{\circ}54'29''W$, 36.97 FEET; THENCE $S76^{\circ}18'17''W$, 20.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 9.33 FEET; THENCE

SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 14.66 FEET TO THE POINT OF TANGENCY; THENCE S13°41'43"E, 22.07 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 24.33 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°18'04", AN ARC DISTANCE OF 1.83 FEET; THENCE ALONG A RADIAL LINE RUN S72°00'13"W, 13.34 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2.33 FEET AND A CHORD BEARING AND DISTANCE OF N60°50'45"W, 3.17 FEET TO WHICH A RADIAL LINE BEARS N72°00'13"E; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 85°41'56", AN ARC DISTANCE OF 3.49 FEET TO THE POINT OF TANGENCY; THENCE S76°18'17"W, 7.78 FEET; THENCE N13°41'43"W, 202.86 FEET; THENCE N76°18'17"E, 56.67 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 4.33 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 6.80 FEET TO THE POINT OF TANGENCY; THENCE N13°41'43"W, 17.42 FEET; THENCE N76°18'17"E, 127.16 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 153.67 FEET AND A CHORD BEARING AND DISTANCE OF N10°17'02"W, 12.35 FEET TO WHICH A RADIAL LINE BEARS S77°24'45"W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°36'25", AN ARC DISTANCE OF 12.36 FEET TO THE POINT OF TANGENCY; THENCE N07°58'50"W, 27.17 FEET; THENCE N00°37'08"W, 38.48 FEET; THENCE N08°21'15"E, 6.33 FEET; THENCE S88°18'45"E, 0.67 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 272.00 FEET AND A CHORD BEARING AND DISTANCE OF N04°17'33"E, 26.67 FEET TO WHICH A RADIAL LINE BEARS N88°31'05"W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°37'16", AN ARC DISTANCE OF 26.68 FEET TO THE POINT OF TANGENCY; THENCE N07°06'11"E, 65.69 FEET; THENCE N11°06'52"W, 48.58 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 107.00 FEET AND A CHORD BEARING AND DISTANCE OF N64°02'31"E, 119.86 FEET TO WHICH A RADIAL LINE BEARS N60°01'10"W; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 68°07'21", AN ARC DISTANCE OF 127.22 FEET TO THE POINT OF TANGENCY; THENCE S81°53'49"E, 779.79 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 66.00 FEET AND A CHORD BEARING AND DISTANCE OF S40°51'12"E, 86.68 FEET TO WHICH A RADIAL LINE BEARS N08°06'12"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 82°05'12", AN ARC DISTANCE OF 94.56 FEET; THENCE ALONG A NON-TANGENT LINE RUN S83°13'59"E, 31.46 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 36.00 FEET AND A CHORD BEARING AND DISTANCE OF N49°46'59"E, 43.51 FEET TO WHICH A RADIAL LINE BEARS N77°23'28"W; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 74°20'53", AN ARC DISTANCE OF 46.71 FEET TO THE POINT OF TANGENCY; THENCE N86°57'25"E, 95.32 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 41.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 58°37'13", AN ARC DISTANCE OF 41.95 FEET; THENCE ALONG A NON-TANGENT LINE RUN S36°47'27"E, 4.24 FEET; THENCE N53°13'08"E, 33.06 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE

CONCAVE EASTERLY, HAVING A RADIUS OF 36.00 FEET AND A CHORD BEARING AND DISTANCE OF N09°27'46"E, 49.79 FEET TO WHICH A RADIAL LINE BEARS S55°42'24"W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 87°30'45", AN ARC DISTANCE OF 54.99 FEET TO THE POINT OF TANGENCY; THENCE N53°13'08"E, 60.54 FEET; THENCE N36°46'52"W, 12.98 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 66.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 116°08'42", AN ARC DISTANCE OF 133.79 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 334.05 FEET AND A CHORD BEARING AND DISTANCE OF N21°10'38"W, 181.01 FEET TO WHICH A RADIAL LINE BEARS N84°32'33"E; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 31°26'22", AN ARC DISTANCE OF 183.30 FEET TO THE POINT OF TANGENCY; THENCE N36°56'40"W, 97.81 FEET; THENCE S53°06'11"W, 82.76 FEET; THENCE S36°53'49"E, 26.63 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE S53°06'11"W, 36.75 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 149.63 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 78°12'07", AN ARC DISTANCE OF 204.22 FEET TO THE POINT OF TANGENCY; THENCE N48°41'42"W, 16.01 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 418.47 FEET AND A CHORD BEARING AND DISTANCE OF N52°35'10"W, 50.17 FEET TO WHICH A RADIAL LINE BEARS N40°51'03"E; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°52'25", AN ARC DISTANCE OF 50.20 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 216.04 FEET AND A CHORD BEARING AND DISTANCE OF N66°48'30"W, 351.25 FEET TO WHICH A RADIAL LINE BEARS S31°11'28"E; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 108°45'56", AN ARC DISTANCE OF 410.11 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 141.37 FEET AND A CHORD BEARING AND DISTANCE OF N01°17'48"W, 52.98 FEET TO WHICH A RADIAL LINE BEARS S77°54'10"W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°36'04", AN ARC DISTANCE OF 53.30 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 103.32 FEET AND A CHORD BEARING AND DISTANCE OF N83°54'25"E, 198.25 FEET TO WHICH A RADIAL LINE BEARS N79°42'38"W; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 147°14'07", AN ARC DISTANCE OF 265.51 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 64.77 FEET AND A CHORD BEARING AND DISTANCE OF S51°18'08"E, 58.84 FEET TO WHICH A RADIAL LINE BEARS S65°42'37"W; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 54°01'29", AN ARC DISTANCE OF 61.07 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 181.57 FEET AND A CHORD BEARING AND DISTANCE OF S47°07'25"E, 172.34 FEET TO WHICH A RADIAL LINE BEARS N14°32'38"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 56°39'53", AN ARC DISTANCE OF 179.57 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 45.00 FEET; THENCE SOUTHERLY

ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°38'10", AN ARC DISTANCE OF 2.86 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 82.74 FEET AND A CHORD BEARING AND DISTANCE OF S58°21'07"E, 12.17 FEET TO WHICH A RADIAL LINE BEARS N27°25'46"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 08°26'12", AN ARC DISTANCE OF 12.18 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 71°34'26", AN ARC DISTANCE OF 43.72 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 80.02 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 76°07'19", AN ARC DISTANCE OF 106.32 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 34.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 77°18'41", AN ARC DISTANCE OF 45.88 FEET TO THE POINT OF TANGENCY; THENCE N53°06'11"E, 7.92 FEET; THENCE S36°53'49"E, 1.16 FEET; THENCE N53°06'11"E, 82.76 FEET; THENCE N36°53'49"W, 56.58 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 109.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°55'00", AN ARC DISTANCE OF 83.55 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 136.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 68°39'44", AN ARC DISTANCE OF 162.98 FEET; THENCE ALONG A NON-TANGENT LINE RUN N12°05'40"W, 47.26 FEET; THENCE S78°00'59"W, 156.62 FEET; THENCE N11°59'01"W, 90.80 FEET; THENCE N77°50'55"E, 156.37 FEET; THENCE N12°09'05"W, 92.72 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 30.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 88°59'37", AN ARC DISTANCE OF 46.60 FEET; THENCE ALONG A NON-TANGENT LINE RUN N77°50'36"E, 36.95 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 68.00 FEET AND A CHORD BEARING AND DISTANCE OF S08°08'52"W, 35.93 FEET TO WHICH A RADIAL LINE BEARS N82°49'51"E; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 30°38'03", AN ARC DISTANCE OF 36.36 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 52.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°17'49", AN ARC DISTANCE OF 4.81 FEET; THENCE ALONG A NON-TANGENT LINE RUN N78°00'59"E, 257.51 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 50.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 31°07'08", AN ARC DISTANCE OF 27.16 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 50.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24°43'08", AN ARC DISTANCE OF 21.57 FEET TO THE POINT OF TANGENCY; THENCE N84°24'59"E, 90.50 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 224.03 FEET AND A CHORD BEARING AND DISTANCE OF S23°23'21"E, 152.15 FEET TO WHICH A RADIAL LINE BEARS S86°27'46"W; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 39°42'15", AN ARC DISTANCE OF 155.24 FEET TO THE POINT OF

TANGENCY; THENCE S43°14'28"E, 107.47 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 484.00 FEET AND A CHORD BEARING AND DISTANCE OF N25°10'51"E, 284.27 FEET TO WHICH A RADIAL LINE BEARS S47°44'28"E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 34°09'21", AN ARC DISTANCE OF 288.53 FEET TO THE POINT OF TANGENCY; THENCE N08°06'11"E, 268.67 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 184.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°13'57", AN ARC DISTANCE OF 45.71 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 45.18 FEET AND A CHORD BEARING AND DISTANCE OF S72°43'01"E, 11.46 FEET TO WHICH A RADIAL LINE BEARS S24°34'13"W; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°34'28", AN ARC DISTANCE OF 11.49 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 5.00 FEET AND A CHORD BEARING AND DISTANCE OF S69°22'40"E, 2.13 FEET TO WHICH A RADIAL LINE BEARS N08°18'38"E; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°37'24", AN ARC DISTANCE OF 2.15 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 196.50 FEET AND A CHORD BEARING AND DISTANCE OF N10°18'18"W, 39.60 FEET TO WHICH A RADIAL LINE BEARS N85°28'43"E; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°34'01", AN ARC DISTANCE OF 39.67 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 203.50 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°10'07", AN ARC DISTANCE OF 60.98 FEET TO THE POINT OF TANGENCY; THENCE N01°04'48"E, 48.74 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 46.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 73.04 FEET; THENCE ALONG A NON-TANGENT LINE RUN S85°57'56"E, 155.21 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 46.50 FEET AND A CHORD BEARING AND DISTANCE OF S46°04'48"W, 65.76 FEET TO WHICH A RADIAL LINE BEARS N01°04'48"E; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 73.04 FEET TO THE POINT OF TANGENCY; THENCE S01°04'48"W, 34.92 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 503.50 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°01'22", AN ARC DISTANCE OF 61.72 FEET TO THE POINT OF TANGENCY; THENCE S08°06'11"W, 56.27 FEET; THENCE S08°30'49"W, 139.56 FEET; THENCE S08°06'11"W, 163.67 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 526.50 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 32°26'44", AN ARC DISTANCE OF 298.15 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 47.50 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 85°21'54", AN ARC DISTANCE OF 70.77 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 297.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37°04'50", AN ARC DISTANCE OF 192.53 FEET TO THE POINT OF TANGENCY; THENCE S81°53'49"E, 629.59 FEET TO THE

POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 352.50 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°47'00", AN ARC DISTANCE OF 109.41 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 197.50 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°59'21", AN ARC DISTANCE OF 158.52 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 37.50 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°28'31", AN ARC DISTANCE OF 12.75 FEET; THENCE ALONG A NON-TANGENT LINE RUN S11°20'12"E, 91.09 FEET; THENCE S06°27'36"E, 1.59 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 67.50 FEET AND A CHORD BEARING AND DISTANCE OF N69°31'26"W, 51.94 FEET TO WHICH A RADIAL LINE BEARS N43°06'12"E; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 45°15'16", AN ARC DISTANCE OF 53.31 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 341.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29°07'50", AN ARC DISTANCE OF 173.37 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 547.50 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°52'35", AN ARC DISTANCE OF 180.38 FEET; THENCE ALONG A NON-TANGENT LINE RUN N81°28'19"W, 112.34 FEET; THENCE N81°53'49"W, 123.83 FEET; THENCE N82°14'21"W, 139.00 FEET; THENCE N81°53'49"W, 157.57 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 326.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37°36'01", AN ARC DISTANCE OF 214.26 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 47.54 FEET AND A CHORD BEARING AND DISTANCE OF N86°27'54"W, 63.81 FEET TO WHICH A RADIAL LINE BEARS N45°41'11"E; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 84°18'09", AN ARC DISTANCE OF 69.95 FEET; THENCE ALONG A NON-TANGENT LINE RUN S53°06'11"W, 208.27 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 22.50 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 35.34 FEET TO THE POINT OF TANGENCY; THENCE S36°53'49"E, 68.62 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 419.50 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 31°06'50", AN ARC DISTANCE OF 227.80 FEET; THENCE ALONG A NON-TANGENT LINE RUN S85°06'11"E, 71.83 FEET; THENCE S05°17'33"E, 30.44 FEET; THENCE S86°53'49"E, 99.01 FEET; THENCE S03°06'11"W, 18.67 FEET; THENCE S86°53'49"E, 48.67 FEET; THENCE N03°06'11"E, 2.67 FEET; THENCE S86°53'49"E, 54.00 FEET; THENCE S03°06'11"W, 32.07 FEET; THENCE S81°53'49"E, 232.16 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 525.65 FEET AND A CHORD BEARING AND DISTANCE OF S06°49'00"W, 23.60 FEET TO WHICH A RADIAL LINE BEARS S84°28'12"E; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°34'23", AN ARC DISTANCE OF 23.61 FEET; THENCE ALONG A NON-TANGENT LINE RUN S08°03'09"W, 35.12 FEET; THENCE S81°53'49"E, 262.15 FEET; THENCE S15°53'31"E, 21.89 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF

3.33 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 70°38'49", AN ARC DISTANCE OF 4.11 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 56.67 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 63°46'05", AN ARC DISTANCE OF 63.07 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 58.33 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°13'12", AN ARC DISTANCE OF 30.77 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1.33 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 92°16'15", AN ARC DISTANCE OF 2.14 FEET TO THE POINT OF TANGENCY; THENCE N34°44'19"E, 16.62 FEET; THENCE S55°15'41"E, 63.34 FEET; THENCE S34°44'19"W, 17.89 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 3.33 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 50°37'52", AN ARC DISTANCE OF 2.94 FEET TO THE POINT OF TANGENCY; THENCE S15°53'34"E, 59.96 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1.33 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'02", AN ARC DISTANCE OF 2.09 FEET TO THE POINT OF TANGENCY; THENCE N74°06'24"E, 16.67 FEET; THENCE S15°53'34"E, 133.34 FEET; THENCE S74°06'24"W, 18.84 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 3.33 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 60°47'57", AN ARC DISTANCE OF 3.54 FEET TO THE POINT OF TANGENCY; THENCE S13°18'28"W, 30.12 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 50.67 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°42'23", AN ARC DISTANCE OF 12.12 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 13.33 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 102°54'27", AN ARC DISTANCE OF 23.94 FEET TO THE POINT OF TANGENCY; THENCE S75°53'36"E, 20.38 FEET; THENCE S15°53'36"E, 256.80 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 3,097.15 FEET AND A CHORD BEARING AND DISTANCE OF S75°13'04"W, 118.21 FEET TO WHICH A RADIAL LINE BEARS N13°41'20"W; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°11'13", AN ARC DISTANCE OF 118.21 FEET TO THE POINT OF TANGENCY; THENCE S74°07'27"W, 150.88 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 54.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 48°22'02", AN ARC DISTANCE OF 45.58 FEET; THENCE ALONG A RADIAL LINE RUN S32°29'29"W, 35.65 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 132.00 FEET AND A CHORD BEARING AND DISTANCE OF S47°03'09"E, 24.38 FEET TO WHICH A RADIAL LINE BEARS S48°14'43"W; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°35'44", AN ARC DISTANCE OF 24.41 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 32.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 56°57'52", AN ARC DISTANCE OF 31.81

FEET; THENCE ALONG A NON-TANGENT LINE RUN S64°55'50"W, 139.97 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 47.00 FEET AND A CHORD BEARING AND DISTANCE OF N16°33'36"E, 66.95 FEET TO WHICH A RADIAL LINE BEARS S28°01'28"E; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°49'52", AN ARC DISTANCE OF 74.51 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 512.98 FEET AND A CHORD BEARING AND DISTANCE OF N28°51'20"W, 16.69 FEET TO WHICH A RADIAL LINE BEARS S60°12'44"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°51'51", AN ARC DISTANCE OF 16.69 FEET; THENCE ALONG A NON-TANGENT LINE RUN N28°51'20"W, 196.04 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 54.98 FEET TO THE POINT OF TANGENCY; THENCE S61°08'40"W, 517.48 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 2,973.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°02'46", AN ARC DISTANCE OF 54.29 FEET; THENCE ALONG A NON-TANGENT LINE RUN S60°02'40"W, 5.57 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 30.00 FEET AND A CHORD BEARING AND DISTANCE OF S13°42'30"W, 43.37 FEET TO WHICH A RADIAL LINE BEARS N30°00'33"W; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 92°33'53", AN ARC DISTANCE OF 48.47 FEET TO THE POINT OF TANGENCY; THENCE S32°34'27"E, 182.58 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 57.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°35'22", AN ARC DISTANCE OF 89.13 FEET TO THE POINT OF BEGINNING.

CONTAINING 50.35 ACRES, MORE OR LESS.

EXHIBIT 3

**CONSENT TO THE ESTABLISHMENT OF
EASTPORT COMMUNITY DEVELOPMENT DISTRICT**

The undersigned, being the owner of the property described in Exhibit 2 to the Petition to Establish Eastport Community Development District, hereby consents to the Petition to Establish Eastport Community Development District, dated the 14th of Nov., 2022.

**THE VILLAGES DEVELOPMENT
COMPANY, LLC,**
a Florida limited liability company

By: VDC MANAGER, LLC,
a Florida limited liability company,
its Manager

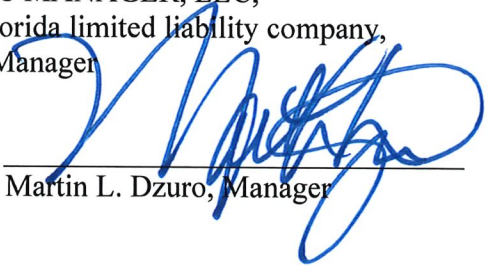
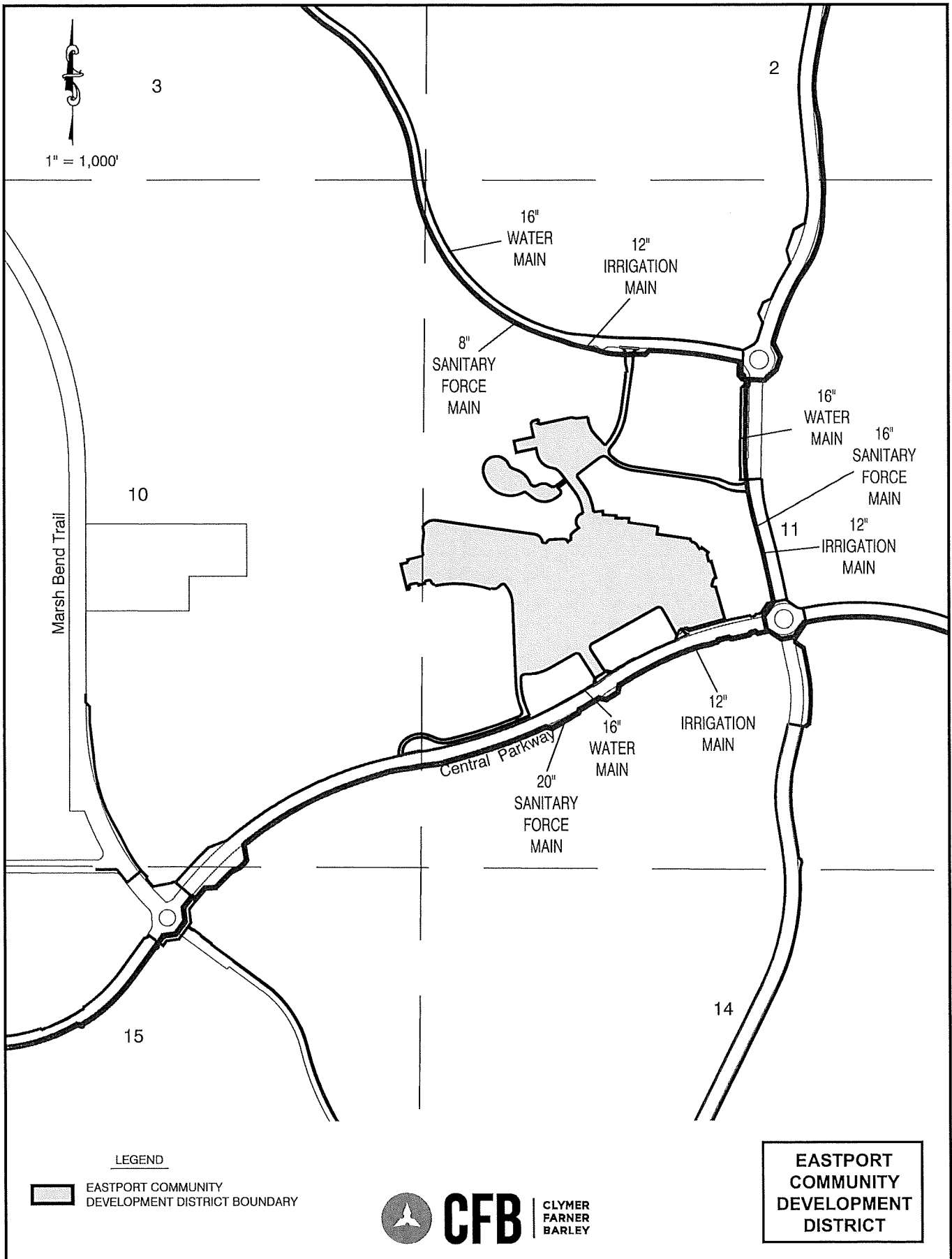
By: 
Martin L. Dzuro, Manager

EXHIBIT 4

BOARD OF SUPERVISORS EASTPORT COMMUNITY DEVELOPMENT DISTRICT

1. Supervisor/Chair – Heather Owen
2. Supervisor/Vice Chair – John Judge
3. Supervisor/Secretary-Treasurer – Geno Jarquin
4. Supervisor – Dave Lewis
5. Supervisor – Ashley Abbott

EXHIBIT 5



EASTPORT COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT 6

PROPOSED TIME TABLES AND RELATED ESTIMATES OF COST¹ OF THE DISTRICT SERVICES AND FACILITIES EASTPORT COMMUNITY DEVELOPMENT DISTRICT

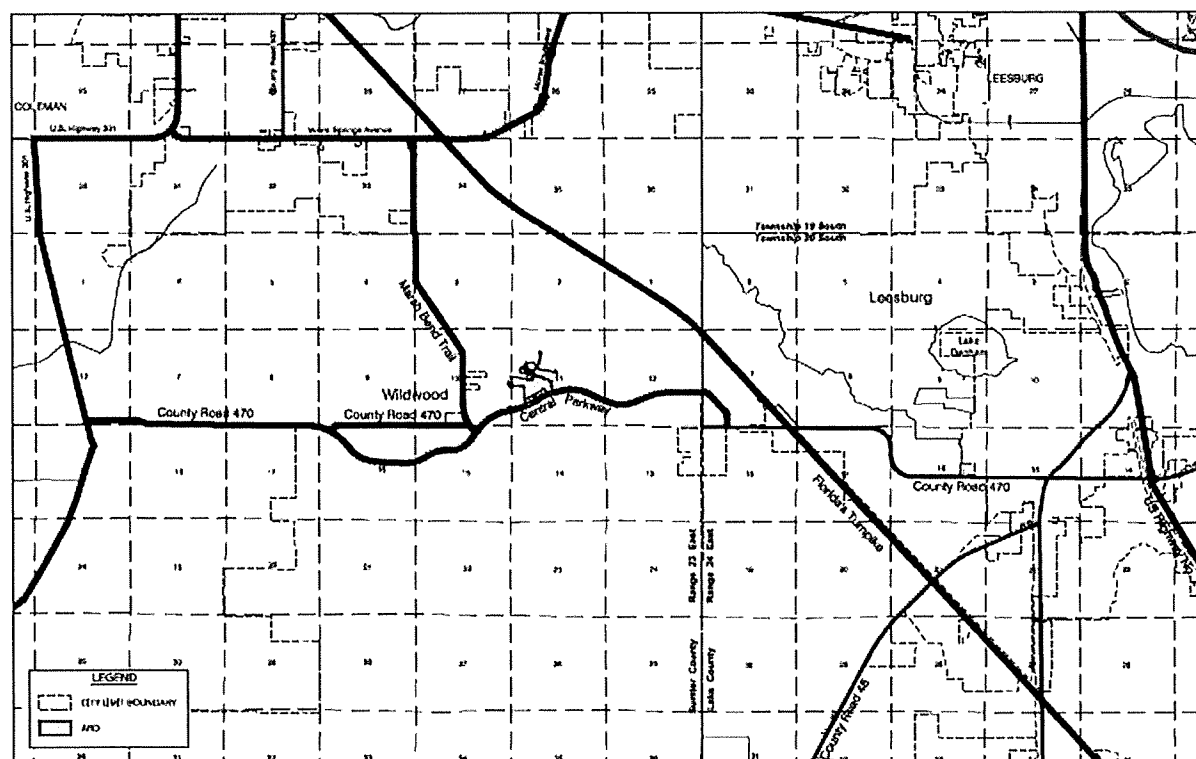
ITEM	ANTICIPATED SCHEDULE	ESTIMATED COST
Roadways	2022-2025	\$6,890,400.00
Landscaping & Irrigation in Common Areas ²	2022-2025	\$10,545,000.00
Parking Areas	2022-2025	\$22,093,260.00
Master Earthwork and Stormwater Collection Systems	2022-2025	\$5,443,500.00
Project Entry Features	2022-2025	\$5,760,000.00
TOTAL:		\$50,732,160.00

¹ Costs are preliminary in nature and are subject to change. Costs include engineering and contingencies.

² The irrigation system beyond the point of delivery serving common areas will be owned and maintained by the District, with water purchased pursuant to a bulk water agreement. The master irrigation system up to the point of delivery will be funded by the Utility.

EXHIBIT 7

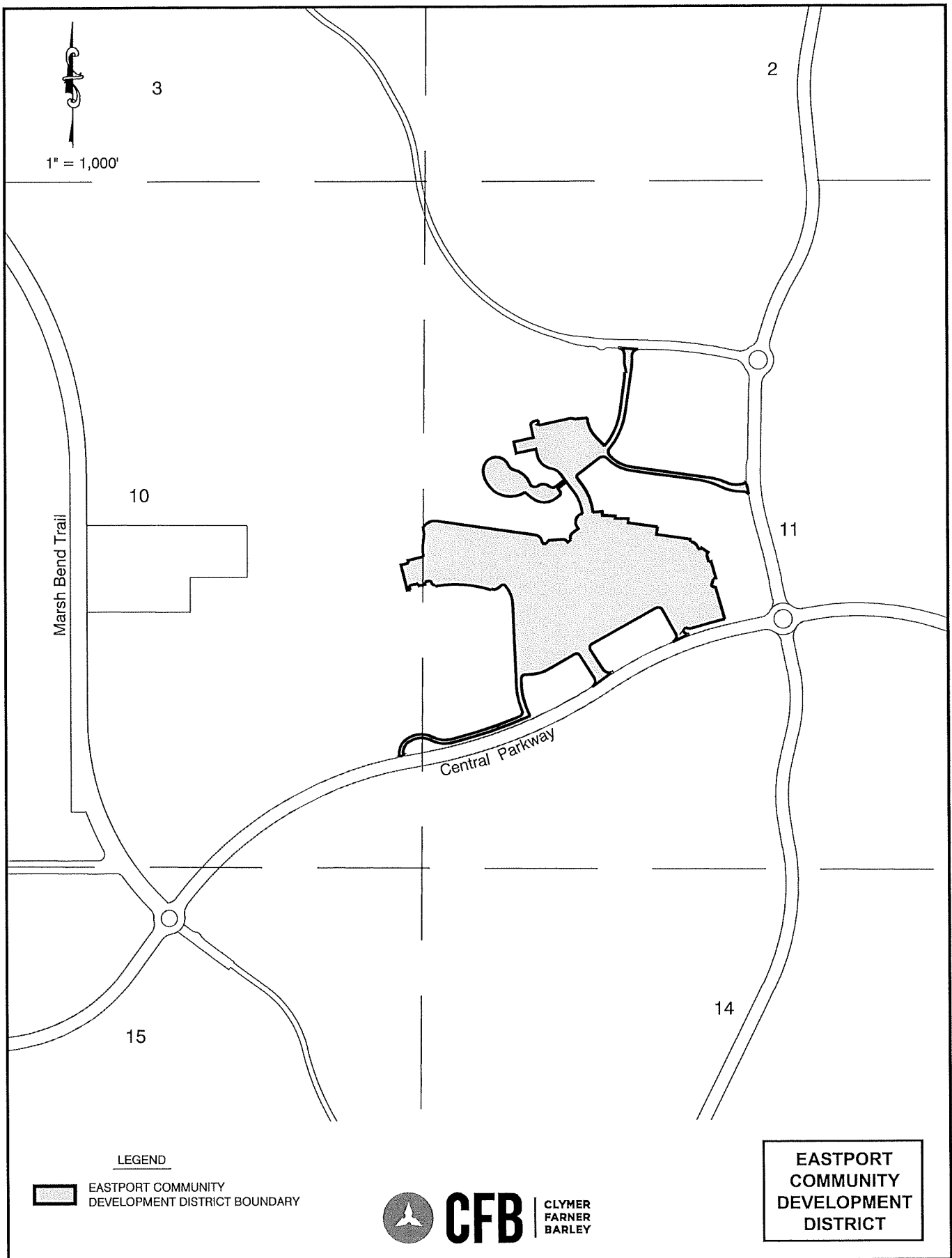
Eastport Community Development District (the “District”) is located within the city limits of the City of Wildwood (the “City”) in Sumter County, Florida. The District lies within The Villages of Southern Oaks (VOSO), which was approved on May 8, 2017 as an Age Restricted Development (ARD). Subsequent amendments were approved by the City on January 8, 2018, January 22, 2018, August 27, 2018, January 28, 2019, September 23, 2019, February 24, 2020, October 12, 2020, November 8, 2021, and again on July 11, 2022.



LAND USE AND ZONING MAP

7-1

EXHIBIT 7



EASTPORT COMMUNITY DEVELOPMENT DISTRICT

7-2

EXHIBIT 8

STATEMENT OF ESTIMATED REGULATORY COSTS ESTABLISHMENT OF EASTPORT COMMUNITY DEVELOPMENT DISTRICT

1.0 Introduction

1.1 Purpose and Scope

This statement of estimated regulatory costs (SERC) supports the petition to establish Eastport Community Development District (the "District"). The proposed District will include approximately 50.35 acres of land on which roughly 250,000 square feet of commercial space is planned for development with the possibility of additional mixed uses, including residential. The District proposes to provide infrastructure and community services to this area in the District as described more fully below.

The limitations on the scope and use of this SERC are set out in Section 190.002(2)(d), Florida Statutes ("F.S."), as follows:

"That the process of establishing such a District pursuant to uniform general law shall be fair and based only on factors material to managing and financing the service delivery function of the District, so that any matter concerning permitting or planning of the development is not material or relevant."

1.2 Overview of the Proposed District Eastport Community Development District

The proposed District would provide community infrastructure, services, and facilities, along with their operations and maintenance, to the proposed area, located in the City of Wildwood, Florida. The proposed District will encompass 50.35 acres to be used for development. The District may include a mix of commercial and residential uses including roughly 250,000 square feet of commercial space.

1.3 Requirements for Statement of Estimated Regulatory Costs (SERC)

Section 120.541(2), F.S. (2022) defines the elements a SERC must contain (or in this case, City ordinance).

(a) An economic analysis showing whether the rule directly or indirectly:

1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within five (5) years after the implementation of the rule;

2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within five years after the implementation of the rule; or
 3. Is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within five years after the implementation of the rule.
- (b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.
 - (c) A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues.
 - (d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the rule. As used in this section, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, the cost of monitoring and reporting, and any other costs necessary to comply with the rule.
 - (e) An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined in Section 120.52, F.S. The impact analysis for small businesses must include the basis for the agency's decision not to implement alternatives that would reduce adverse impacts on small businesses.
 - (f) Any additional information that the agency determines may be useful.
 - (g) In the statement or revised statement, whichever applies, a description of any regulatory alternatives submitted under paragraph (1)(a) and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

2.0 An economic analysis showing whether the rule/ordinance directly or indirectly will have an adverse impact on economic growth, job creation, employment, private-sector investment, business competitiveness, or regulatory costs.

Section 120.541(2)(a), F.S., requires an economic analysis showing whether the establishment of the District will directly or indirectly have an adverse impact on economic growth, job creation, employment, private-sector investment, business competitiveness, or regulatory costs exceeding \$1 million in the aggregate within five years after the establishment takes place. The answer, based upon numerous other community development districts, is that the establishment of the District will not have an adverse impact on economic growth, job creation, employment, private-sector investment, business competitiveness, or regulatory costs.

The establishment of the District is likely to increase economic growth, job creation, employment, private-sector investment, and business competitiveness. This is because the District will provide infrastructure improvements within the District's boundaries, allowing for the commercial development of the land within the District. The development is planned to include roughly 250,000 square feet of commercial development. The commercial development will increase economic growth, job creation, employment, private-sector investment, and business competitiveness in the District.

The District will have the ability to assess the property owners to pay for the installation, operation, and maintenance of its infrastructure improvements. However, such costs will not be in addition to, or unique to, the District. The infrastructure improvements to be funded by the District would be required to support development of the planned development, regardless of the District's existence. Community development districts, such as Eastport Community Development District can fund their infrastructure improvements with long-term bond financing that typically carries more favorable terms than other sources of funding. Thus, the costs related to the installation of the public infrastructure serving the planned development will not be increased due to the existence of the District.

3.0 A good-faith estimate of the number of individuals and entities likely to be required to comply with the rule/ordinance, together with a general description of the types of individuals likely to be affected by the rule/ordinance.

The landowner of the District plans to develop roughly 250,000 square feet of commercial development, with the possibility of additional residential units and other mixed uses, within the District. Establishment of the proposed District would put all of the development under the jurisdiction of the proposed District. Prior to the sale of the property within the District, the developer will also be subject to the District's jurisdiction.

4.0 Good-faith estimate of the cost to state and local government entities, of implementing and enforcing the proposed ordinance, and any anticipated effect on state and local revenues

4.1 Impact on State and Local Costs

State Government Entities

There will be only modest costs to various Florida ("State") governmental entities due to the formation of the District. The District consists of less than 2,500 acres; therefore, the City of Wildwood (the "City") is the establishing entity, pursuant to Florida Statutes Section 190.005(2). The State will incur no costs in reviewing the petition to establish the District and the State will not be required to hold any public hearings on the matter.

The ongoing costs to various State entities to implement and enforce the establishment of the District relate strictly to the receipt and processing of various reports that the District is required to file annually with the State and its various entities. These annual reports are outlined in the attached Appendix. However, the costs to the State agencies that will receive and process the District's reports will be minimal. The District is only one of many governmental subdivisions required to submit various reports to the State. Additionally, pursuant to Section 189.018, F.S., the District will pay an annual fee to the State Department of Economic Opportunity to offset such processing costs.

The City of Wildwood

City staff will process, analyze, and conduct public hearing(s) on the petition to establish the District. These activities will utilize the time of the staff and City Commissioners, however, these costs to the City are likely to be minimal for a number of reasons. First, review of the petition does not include analysis of the development to be served by the District. Second, the petition itself provides most of the information needed for City staff's review. Third, the City currently employs the staff needed to conduct the review of the petition. Fourth, no capital expenditure is required to review the petition. Finally, local governments routinely process similar petitions for land use and zoning changes that are more complex than is the petition to establish a Community Development District.

The annual costs to the City, related to the ongoing operations of the District, are also minimal. The District will be an independent unit of local government. The only annual costs incurred by the City will be the minimal costs of receiving and, to the extent desired, reviewing the various reports that the District is required to provide to the City.

4.2 Impact on State and Local Revenues

Adoption of the proposed ordinance will have no negative impact on State or local revenues. The District is an independent unit of local government. It is designed to provide community facilities and services to serve the development. It has its own sources of revenue. No State or local subsidies are required or expected.

In this regard, it is important to note that any debt obligations incurred by the District to construct its infrastructure, or for any other reason, are not debts of the State, the County, the City, or any unit of local government. By State law, the debts of the District are strictly its own responsibility.

5.0 A good-faith estimate of the transactional costs likely to be incurred by individuals and entities required to comply with the requirements of the rule/ordinance.

Table 2, below, provides an outline of the various facilities and services the proposed District may provide. The District plans to own, operate, and maintain certain drainage and stormwater systems, landscaping, and ponds. The roadways and drainage systems within publicly dedicated rights-of-way will be conveyed to the appropriate general-purpose government for operation and maintenance. The landowner will construct the utilities and other community infrastructure and facilities. The District will be responsible for maintenance of some of these facilities.

Table 2. Proposed Facilities and Services

<u>Improvements/Facility</u>	<u>Funded By</u>	<u>O&M By</u>	<u>Ownership</u>
Roads	Landowner	CDD	Landowner
Utilities	Landowner	Landowner	Landowner
Drainage	Landowner	CDD	CDD
Landscape/Lakes	Landowner	CDD	CDD

The petitioner has estimated the costs for providing the capital improvements and facilities outlined in Table 2. The cost estimates for these improvements and facilities are shown in Table 3, below. Total costs are estimated at approximately \$50,732,160.00.

Table 3. Summary of Estimated Capital Costs and Time Table³

<u>Improvement/Facility</u>	<u>Anticipated Schedule</u>	<u>Estimated Cost</u>
Roadways	2022-2024	\$6,890,400.00
Landscaping & Irrigation in Common Areas	2022-2024	\$10,545,000.00
Parking Areas	2022-2024	\$22,093,260.00
Master Earthwork and Stormwater Collection Systems	2022-2024	\$5,443,500.00
Project Entry Features	2022-2024	\$5,760,000.00
TOTAL:		\$50,732,160.00

The District may impose a non-ad valorem assessment to fund the operations and maintenance of the District and its facilities and services.

³ Costs are preliminary in nature and are subject to change. Costs include engineering and contingencies.

It is important to note that the various costs outlined in Table 3 are typical for developments of the type contemplated herein. In other words, there is nothing unusual about the District's financing that requires additional infrastructure over and above what would normally be needed. Therefore, these costs are not in addition to normal development costs. Instead, the facilities and services provided by the District are substituting in part for developer-provided infrastructure and facilities. Along these same lines, District-imposed assessments for operations and maintenance costs are similar to what would be charged in any event by a property owner's association common to most master-planned developments.

Real estate markets take into account the District's cost because buyers and renters evaluate all of the costs and benefits associated with various alternative locations. Therefore, market forces preclude developers from marking up the prices of their products beyond what the competition allows. To remain competitive, the operations and maintenance charges must also be in line with the competition.

Furthermore, locating to the District by businesses is completely voluntary. So ultimately, all owners and users of the affected property choose to accept the District's costs because of the benefits that the District provides.

6.0 An analysis of the impact on small businesses, as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S.

There will be no adverse impact on small businesses because of establishment the District. If anything, the impact will be positive. This is because the District must competitively bid certain of its contracts. This affords small businesses the opportunity to bid on District work.

The City of Wildwood has an estimated population of 15,730 according to the most recent U.S. Census Bureau (2020) and the population was 6,709 at the 2010 census. Therefore, the City of Wildwood is not considered a small city as defined by Section 120.52 F.S. The District will provide infrastructure facilities and services to the property located within the District. These facilities and services will help to make this property developable.

Development of the property within the District will increase the value of this property, and consequently, will increase the property taxes that accrue to the City. These increased property taxes, along with other direct and indirect revenues accruing to the City as a result of the development of the land within the District, will offset any new staff, facilities, or equipment the City adds to provide services to the property owners within the District.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs

were received from the developer's engineer and other professionals associated with the developer.

It is useful to reflect upon the question of whether the establishment of the District is the best alternative to provide community facilities and services to the development. As an alternative to the District, the City could approve a dependent special District for the area, such as an MSBU or a special taxing District under Chapter 170 of the Florida Statutes. Either of these alternatives could finance the improvements contemplated in Table 2 in a fashion similar to the existing District.

However, unlike the District, the alternatives would require the City to continue to administer the projects and its facilities and services. As a result, the costs for these services and facilities would not be sequestered to the land directly benefiting from them, as the case would be with the District. In addition, administering a project of the size and complexity of the development program for the District is a very significant and expensive undertaking. Other alternative to the District would be for the developer to provide the infrastructure and to use a property owners association (POA) for operations and maintenance of community facilities and services. A District is superior to a POA for a variety of reasons. First, unlike a POA, a District can impose and collect its assessments along with other property taxes on the combined real estate tax bill through the County tax collector. Therefore, the District is far more assured of obtaining its needed funds than is a POA. Second, the District is a unit of local government. Therefore, unlike a POA, the District must abide by all governmental rules and regulations.

Additionally, any debt of a District is strictly the District's responsibility. While it may be technically true that the debt of a City-established, dependent special district, is not strictly the City's responsibility, any financial problems that the special district may have will inevitably entangle the City. This will not be the case if the District is established as proposed.

With a District, businesses (owners and renters) within the District would have a focused unit of government under their direct control. The District can then be more responsive to commercial and residential needs without disrupting other City responsibilities.

APPENDIX

REPORT	STATUE SECTION	DUE DATE
Annual Financial Audit	218.39	Nine months after end of fiscal year
Annual Financial Report (AFR)	218.32	Within 45 days after completion of audit but no later than 9 months after end of fiscal year
Financial Disclosure Form 1	112.3145	By July 1
Public Depositor Report	280.17	By November 30
Proposed Budget	190.008	By June 15
Adopted Budget	190.008	By October 1
Public Meetings Schedule	189.015	Quarterly semiannually or annually
Notice of Bond Issuance	218.38	Within 120 days after delivery
Registered Agent	189.014	30 days after first Board meeting
Notice of Establishment	190.0485	30 days after formation
Establishment Documents	189.016	30 days after adoption
Notice of Public Finance	190.009	After financing

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: CDD 2211-002 Middleton Downtown

REQUESTED ACTION: Staff recommends approval of the Petition to Establish Middleton Downtown Community Development District.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

The applicant is seeking approval from the City Commission to establish a Community Development District (CDD) for a portion of The Villages of Southern Oaks, to be referred to as Middleton Downtown Community Development District.

The project consists of approximately 61.14 acres of land, including approximately 350,000 square feet of commercial space, with the possibility of additional mixed uses, including residential.

A proposed infrastructure plan is included as an attachment with the Petition to Establish Middleton Community Development District. The landowner/CDD is proposing to construct the roadways, utilities (water and wastewater), and water bodies associated with the Project. The total estimated cost of these improvements is \$50,435,160. The CDD will own, operate and maintain the utilities, amenities, drainage facilities, landscaping and water bodies. The City of Wildwood will own, operate and maintain the roads within the development.

DATED: 03/21/2023



Terri O'Neal
Planning Manager, Development Services

ORDINANCE NO. O2023-2

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, ESTABLISHING AND NAMING MIDDLETON DOWNTOWN COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH CHAPTER 190 OF THE FLORIDA STATUTES; DESCRIBING THE EXTERNAL BOUNDARIES OF THE DISTRICT; GRANTING SPECIAL POWERS; NAMING THE INITIAL MEMBERS OF THE DISTRICT'S BOARD OF SUPERVISORS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 190, Florida Statutes, The Villages Development Company, LLC ("Petitioner"), has petitioned the City Commission of the City of Wildwood, Florida ("Commission"), to adopt an ordinance establishing the Middleton Downtown Community Development District ("District"), pursuant to Chapter 190, Florida Statutes (2021); and,

WHEREAS, Petitioner is a Florida limited liability company authorized to conduct business in the State of Florida; and,

WHEREAS, pursuant to Chapter 190, all interested persons and affected units of general-purpose local government were afforded an opportunity to present oral and written comments on the petition for establishment ("Petition") at a duly noticed public hearing conducted by the Commission; and,

WHEREAS, upon consideration of the record established at that hearing, the Commission determined that the statements within the Petition are true and correct; that the establishment of the District is not inconsistent with any applicable element or portion of the state comprehensive plan or the local government comprehensive plan; that the land within the District is of sufficient size, is sufficiently compact, and sufficiently contiguous to be developable as a functionally interrelated community; that the District is the best alternative available for delivering community development services and facilities to the area served by the District; that the services and facilities of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities and that the area to be served by the District is amenable to separate special-district governance; and,

WHEREAS, establishment of the District will constitute a timely, efficient, effective,

responsive and economic way to deliver community development services in the area described in the Petition.

NOW, THEREFORE, be it ordained by the City Commission of the City of Wildwood, Florida, as follows:

SECTION 1: RECITALS. That the recitals above are hereby incorporated as if fully set forth herein.

SECTION 2: AUTHORITY. This Ordinance is adopted in compliance with, and pursuant to, the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes (2021).

SECTION 3: DISTRICT NAME. There is hereby established a community development district situated within the City of Wildwood, Florida, which shall be known as the “Middleton Downtown Community Development District”.

SECTION 4: EXTERNAL BOUNDARIES OF THE DISTRICT. Encompassing approximately 61.14 acres, the external boundaries of the District are described in Exhibit A attached hereto.

SECTION 5: POWERS AND FUNCTIONS. The District shall have all general and special functions and powers described in Chapter 190, Florida Statutes, as the same may be expanded by general law from time to time. Without limiting the foregoing, the City of Wildwood consents to the exercise of the special powers described in Section 190.012(2) excluding Subsection 190.012(2)(f); provided however, that the District’s exercise of the special powers described in Section 190.012, Florida Statutes, shall be subject to the regulatory jurisdiction and permitting authority of the City of Wildwood and shall not materially prevent or hinder the operation of current systems and facilities provided by the City of Wildwood. The City of Wildwood’s regulatory and permitting authority includes the power to require a negotiated franchise agreement prior to the District’s operation of utility facilities in City rights-of-way for water, sanitary sewer, natural gas, or electric utilities.

SECTION 6: BOARD OF SUPERVISORS. The five persons designated to serve as initial members of the District’s Board of Supervisors are as follows: Dennis Stradinger, Steve Printz, Don Levens, Alison Emily and John Weber. All of the above-listed persons are residents of the State of Florida and citizens of the United States of America.

SECTION 7: SEVERABILITY. If any section, sentence, clause or phrase of this Ordinance, or any particular application thereof, is held to be invalid or unconstitutional by a Court of competent jurisdiction, then said holding shall in no way affect the validity

of the remaining portions of said Ordinance.

SECTION 8: EFFECTIVE DATE. This Ordinance shall take effect immediately upon its final adoption by the City Commission.

PASSED AND ORDAINED this ____ day of _____, 2023, by the City Commission of the City of Wildwood, Florida.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

SEAL

Ed Wolf, Mayor

ATTEST: _____
Susan Patterson, City Clerk

First Reading: _____

Second Reading: _____

Approved as to form and Legal Sufficiency:

City Attorney

Jo O. Thacker
T: (407) 839-4230
jo.thacker@nelsonmullins.com

390 North Orange Avenue, Suite 1400
Orlando, FL 32801
T: 407.839.4200 F: 407.425.8377
nelsonmullins.com

November 28, 2022

VIA FEDEX

Melanie Peavy
Development Services Director
City Hall
100 N. Main Street
Wildwood, FL 34785

RE: Petition to Establish Middleton Downtown Community Development District

Dear Ms. Peavy:

Attached please find the following original documents for filing:

- Petition to Establish Middleton Downtown Community Development District; and
- Check No. 1014980 for \$15,000.00 for the filing fee.

If you have any question or comment, please contact me.

Sincerely,



Jo O. Thacker

Attachments

**PETITION TO ESTABLISH
MIDDLETON DOWNTOWN COMMUNITY DEVELOPMENT DISTRICT**

Petitioner, The Villages Development Operating Company, LLC, a Florida limited liability company, petitions the City of Wildwood, Florida (hereinafter referred to as “City”) pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, to adopt an ordinance to establish a Community Development District and to designate the boundaries of the District, and states as follows:

1. Petitioner is a Florida limited liability company with its principal place of business at 3619 Kiessel Road, The Villages, Florida 32163.

2. The boundary of the District comprises approximately 61.14 acres. A map showing the location of the District is attached as **Exhibit 1**. All of the land in the proposed District is within the City.

3. A sketch and metes and bounds legal description of the external boundaries of the District is attached as **Exhibit 2**.

4. Attached as **Exhibit 3** is documentation constituting written consent to establishment of the District by the owners of the real property to be included in the District.

5. The five (5) persons designated to serve as the initial members of the Board of Supervisors of the District are named in **Exhibit 4** attached hereto.

6. The proposed name of the District is Middleton Downtown Community Development District.

7. The major trunk water mains, sewer interceptors, and outfalls currently in existence on the property within the District are identified on **Exhibit 5** attached hereto.

8. The proposed timetables and related estimates of cost to construct the District services and facilities, based upon available data, are attached as **Exhibit 6**.

9. All of the property to be included in the District, as shown in **Exhibit 7** will be developed pursuant to the approved development plan of The Villages of Southern Oaks (VOSO) Age Restricted Development.

10. The Statement of Estimated Regulatory Costs of the granting of this Petition and the establishment of the District is attached as **Exhibit 8**.

WHEREFORE, Petitioner respectfully requests the City to:

A. Schedule public hearings on January 9, 2023 and January 23, 2023 to consider this Petition filed pursuant to the uniform procedures set forth in Section 190.005(2), Florida Statutes.

B. Grant the Petition and adopt an ordinance to establish the District and designate the boundary of the District, pursuant to Sections 190.005(2), Florida Statutes.

RESPECTFULLY SUBMITTED this 14th day of Nov., 2022.

**THE VILLAGES DEVELOPMENT
COMPANY, LLC,**
a Florida limited liability company

By: VDC MANAGER, LLC,
a Florida limited liability company,
its Manager

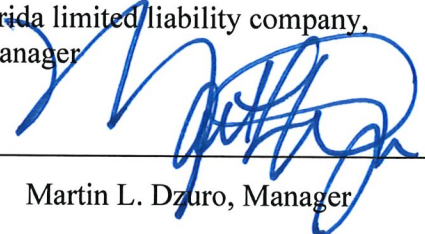
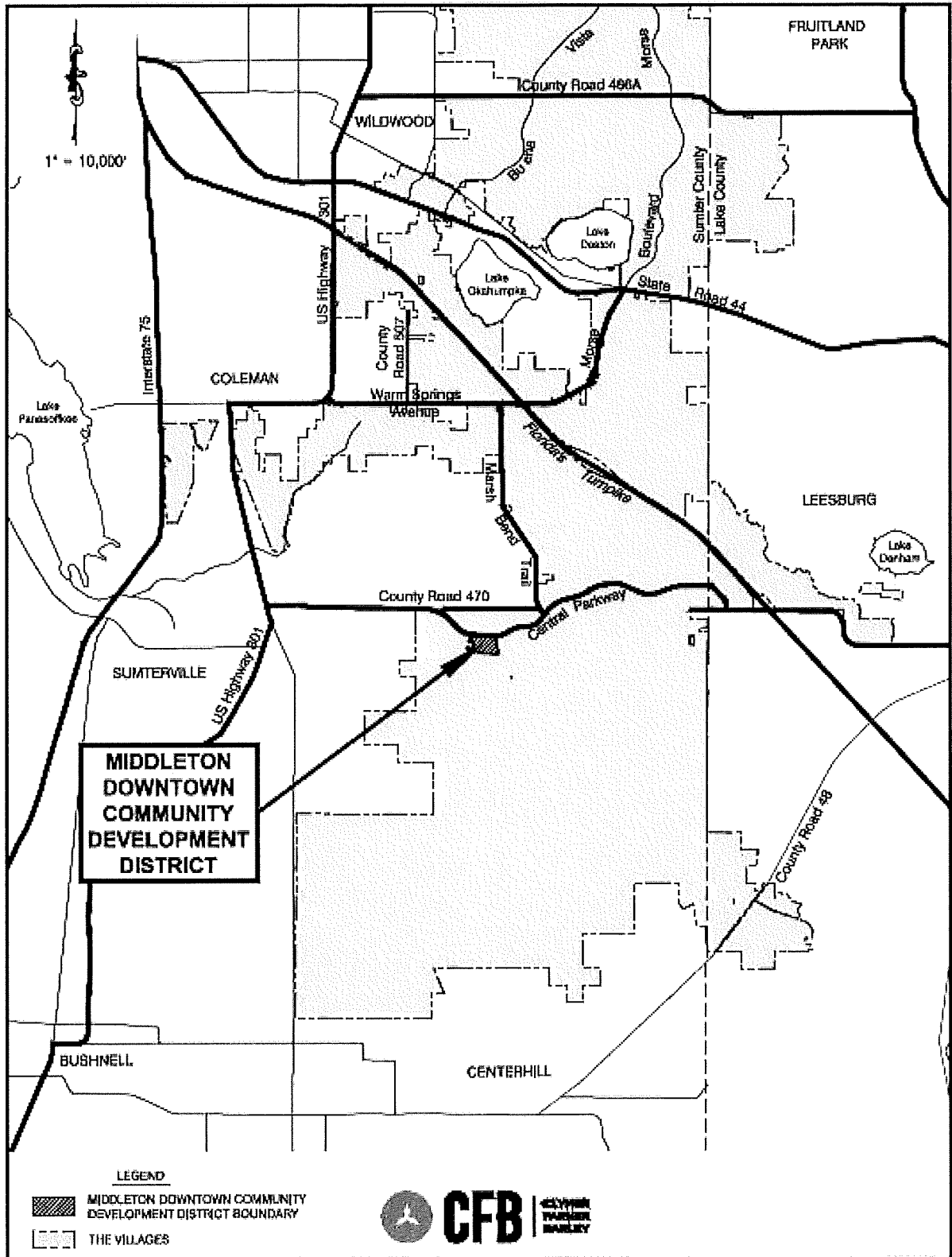
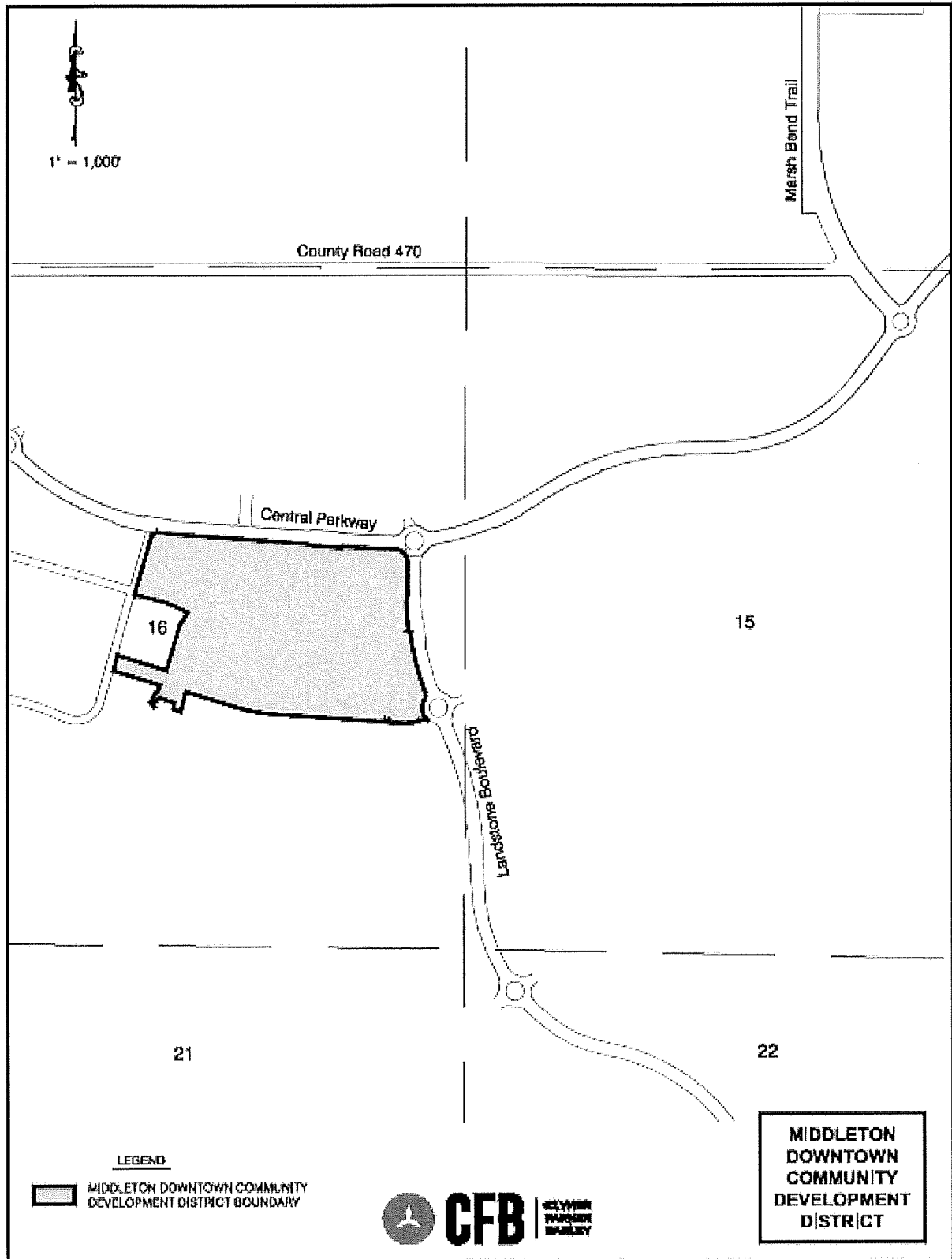
By: 
Martin L. Dzuro, Manager

EXHIBIT 1



GENERAL LOCATION MAP

EXHIBIT 2



MIDDLETON DOWNTOWN COMMUNITY DEVELOPMENT DISTRICT

**METES AND BOUND LEGAL DESCRIPTION
FOR
MIDDLETON DOWNTOWN COMMUNITY DEVELOPMENT DISTRICT**

A PARCEL OF LAND LYING WITHIN SECTION 16, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF AFORESAID SECTION 16; THENCE ALONG THE NORTH LINE THEREOF RUN S89°52'59"E, 408.10 FEET; THENCE DEPARTING SAID NORTH LINE RUN S00°07'01"W, 2057.35 FEET TO THE POINT OF BEGINNING; THENCE S85°48'23"E, 1,025.94 FEET; THENCE S73°23'56"E, 51.20 FEET; THENCE S85°48'23"E, 228.96 FEET; THENCE N46°28'02"E, 14.87 FEET; THENCE S85°48'23"E, 201.98 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 2,133.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°12'11", AN ARC DISTANCE OF 193.69 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 102.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°20'18", AN ARC DISTANCE OF 80.71 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 123.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°49'54", AN ARC DISTANCE OF 3.93 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 102.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 47°30'10", AN ARC DISTANCE OF 84.57 FEET TO THE POINT OF TANGENCY; THENCE S00°00'00"E, 253.60 FEET; THENCE S10°42'06"W, 51.46 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 2,154.00 FEET AND A CHORD BEARING AND DISTANCE OF S04°11'22"E, 227.44 FEET TO WHICH A RADIAL LINE BEARS S88°50'13"W; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°03'10", AN ARC DISTANCE OF 227.55 FEET; THENCE ALONG A NON-TANGENT LINE RUN S52°12'57"E, 14.18 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 2,144.00 FEET AND A CHORD BEARING AND DISTANCE OF S13°44'50"E, 467.84 FEET TO WHICH A RADIAL LINE BEARS S82°30'59"W; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°31'39", AN ARC DISTANCE OF 468.77 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 102.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°53'20", AN ARC DISTANCE OF 81.69 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 123.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 86°03'41", AN ARC DISTANCE OF 184.75 FEET TO A POINT OF CUSP OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 102.00 FEET AND A CHORD BEARING AND DISTANCE OF N84°06'25"W, 82.73 FEET TO WHICH A RADIAL LINE BEARS N29°49'00"E; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 47°50'50", AN ARC DISTANCE OF 85.18 FEET TO THE POINT OF TANGENCY; THENCE S71°58'10"W, 8.89 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 449.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°52'05", AN ARC DISTANCE OF 116.51 FEET; THENCE ALONG A NON-TANGENT LINE RUN N83°50'45"W, 85.89 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 5.00 FEET AND A CHORD BEARING AND DISTANCE OF S24°34'10"W, 7.88 FEET TO WHICH A RADIAL LINE BEARS N62°35'40"E; THENCE SOUTHWESTERLY

ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 103°57'00", AN ARC DISTANCE OF 9.07 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 72.70 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°54'27", AN ARC DISTANCE OF 18.92 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 5.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 75°32'30", AN ARC DISTANCE OF 6.59 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 26.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 131°39'21", AN ARC DISTANCE OF 59.74 FEET; THENCE ALONG A NON-TANGENT LINE RUN N85°59'56"W, 847.21 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1,346.81 FEET AND A CHORD BEARING AND DISTANCE OF N79°40'05"W, 322.28 FEET TO WHICH A RADIAL LINE BEARS S03°27'37"W; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°44'36", AN ARC DISTANCE OF 323.05 FEET; THENCE ALONG A NON-TANGENT LINE RUN N72°58'38"W, 399.92 FEET; THENCE S14°14'24"W, 160.85 FEET; THENCE N66°38'39"W, 53.31 FEET; THENCE N24°41'34"W, 12.90 FEET; THENCE N05°06'41"E, 40.99 FEET; THENCE N72°58'38"W, 120.53 FEET; THENCE S56°27'15"W, 70.00 FEET; THENCE S33°32'45"E, 30.00 FEET; THENCE S56°27'15"W, 8.00 FEET; THENCE N33°32'45"W, 41.72 FEET; THENCE N25°01'13"E, 70.63 FEET; THENCE N47°55'49"E, 40.13 FEET; THENCE N14°12'14"E, 46.54 FEET; THENCE N72°58'38"W, 379.61 FEET; THENCE N16°05'58"E, 121.16 FEET; THENCE N73°54'02"W, 3.00 FEET; THENCE N16°05'58"E, 2.84 FEET; THENCE S72°58'38"E, 404.07 FEET; THENCE N16°26'38"E, 385.22 FEET; THENCE N46°05'39"E, 33.22 FEET; THENCE N28°30'59"E, 63.88 FEET; THENCE N61°30'34"W, 8.57 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1,135.50 FEET AND A CHORD BEARING AND DISTANCE OF N67°13'34"W, 217.69 FEET TO WHICH A RADIAL LINE BEARS N28°16'28"E; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°00'04", AN ARC DISTANCE OF 218.02 FEET; THENCE ALONG A NON-TANGENT LINE RUN N76°47'49"W, 74.27 FEET; THENCE N74°16'58"W, 100.42 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 46.83 FEET AND A CHORD BEARING AND DISTANCE OF S79°29'52"W, 41.94 FEET TO WHICH A RADIAL LINE BEARS N16°05'59"E; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 53°12'13", AN ARC DISTANCE OF 43.49 FEET; THENCE ALONG A NON-TANGENT LINE RUN N16°05'58"E, 513.21 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 2,056.97 FEET AND A CHORD BEARING AND DISTANCE OF S81°05'27"E, 21.89 FEET TO WHICH A RADIAL LINE BEARS S09°12'51"W; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°36'35", AN ARC DISTANCE OF 21.89 FEET; THENCE ALONG A NON-TANGENT LINE RUN N50°48'53"E, 14.88 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 2,046.00 FEET AND A CHORD BEARING AND DISTANCE OF S83°44'28"E, 147.48 FEET TO WHICH A RADIAL LINE BEARS S08°19'28"W; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°07'51", AN ARC DISTANCE OF 147.51 FEET TO THE POINT OF BEGINNING.

CONTAINING 61.14 ACRES, MORE OR LESS.

EXHIBIT 3

**CONSENT TO THE ESTABLISHMENT OF
MIDDLETON DOWNTOWN COMMUNITY DEVELOPMENT DISTRICT**

The undersigned, being the owner of the property described in Exhibit 2 to the Petition to Establish Middleton Downtown Community Development District, hereby consents to the Petition to Establish Middleton Downtown Community Development District, dated the 14th of Nov., 2022.

**THE VILLAGES DEVELOPMENT
OPERATING COMPANY, LLC,**
a Florida limited liability company

By: VDC MANAGER, LLC,
a Florida limited liability company,
its Manager

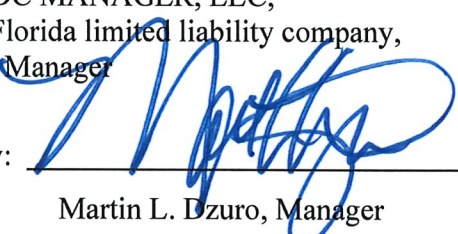
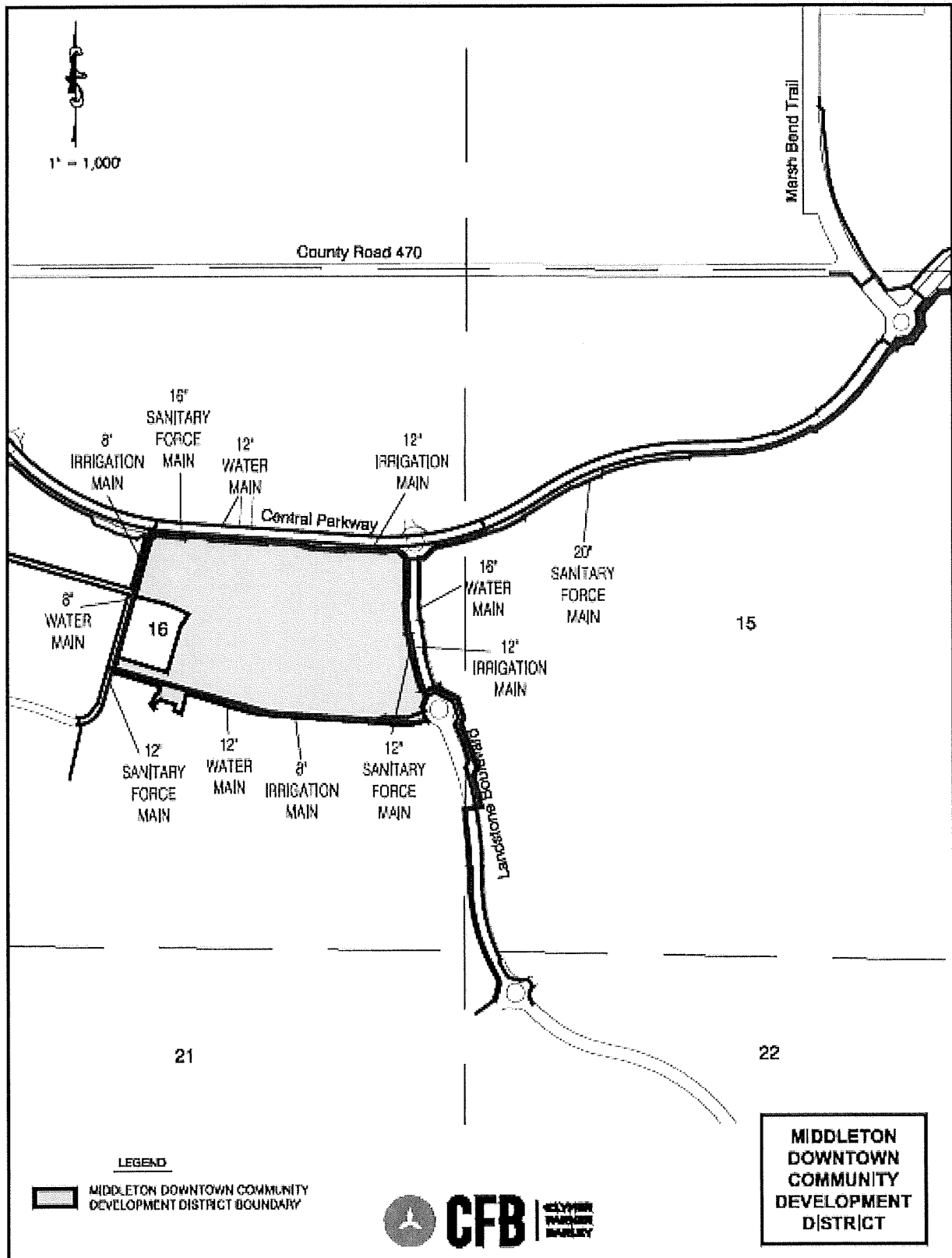
By: 
Martin L. Dzuro, Manager

EXHIBIT 4

BOARD OF SUPERVISORS MIDDLETON DOWNTOWN COMMUNITY DEVELOPMENT DISTRICT

1. Supervisor/Chair – Dennis Stradinger
2. Supervisor/Vice Chair – Steve Printz
3. Supervisor/Secretary-Treasurer – Don Levens
4. Supervisor – Alison Emily
5. Supervisor – John Weber

EXHIBIT 5



MIDDLETON DOWNTOWN COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT 6

PROPOSED TIME TABLES AND RELATED ESTIMATES OF COST¹ OF THE DISTRICT SERVICES AND FACILITIES MIDDLETON DOWNTOWN COMMUNITY DEVELOPMENT DISTRICT

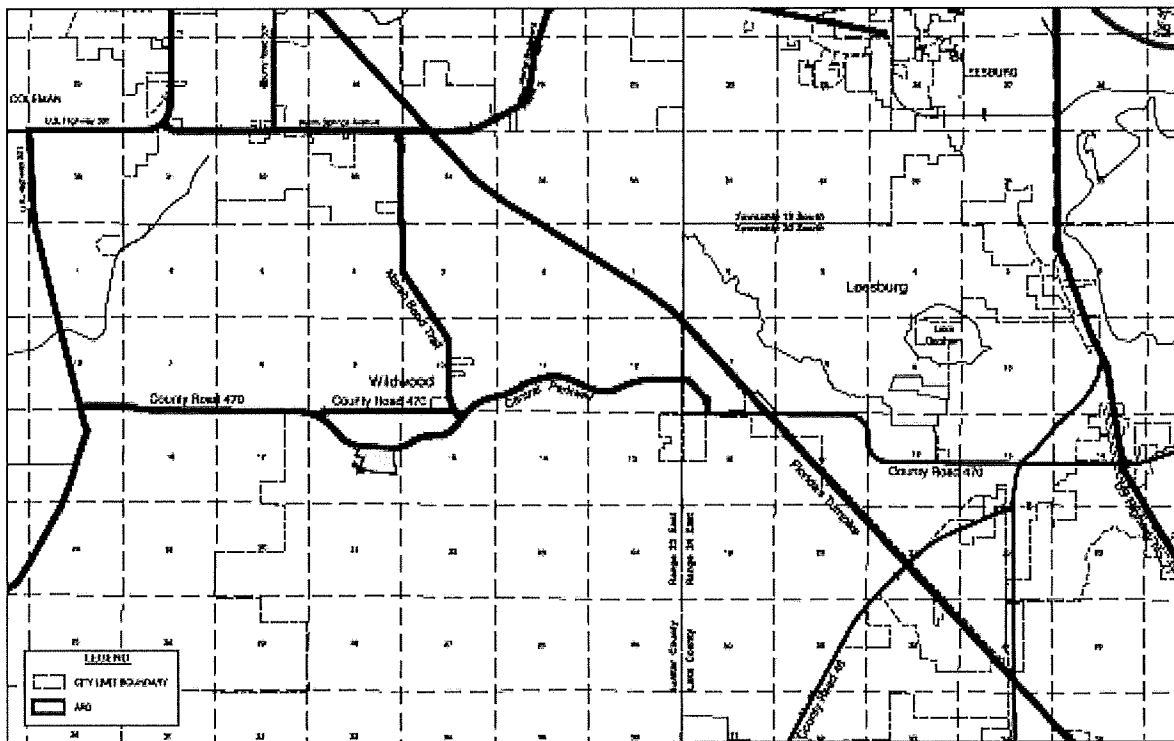
ITEM	ANTICIPATED SCHEDULE	ESTIMATED COST
Roadways	2022-2025	\$4,134,240.00
Landscaping & Irrigation in Common Areas ²	2022-2025	\$12,487,200.00
Parking Areas	2022-2025	\$26,880,420.00
Master Earthwork and Stormwater Collection Systems	2022-2025	\$6,933,300.00
TOTAL:		\$50,435,160.00

¹ Costs are preliminary in nature and are subject to change. Costs include engineering and contingencies.

² The irrigation system beyond the point of delivery serving common areas will be owned and maintained by the District, with water purchased pursuant to a bulk water agreement. The master irrigation system up to the point of delivery will be funded by the Utility.

EXHIBIT 7

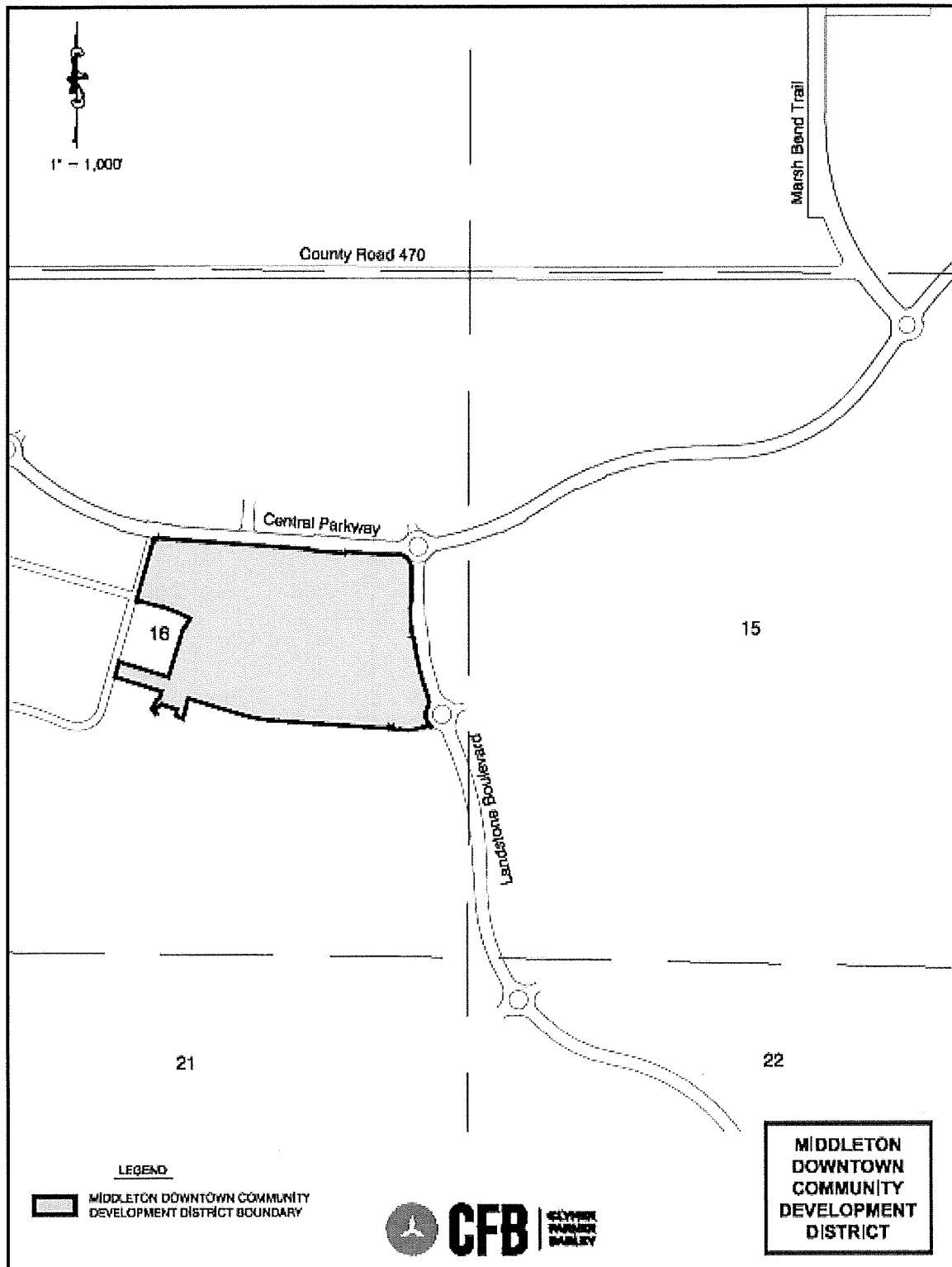
Middleton Downtown Community Development District (the “District”) is located within the city limits of the City of Wildwood (the “City”) in Sumter County, Florida. The District lies within The Villages of Southern Oaks (VOSO), which was approved on May 8, 2017 as an Age Restricted Development (ARD). Subsequent amendments were approved by the City on January 8, 2018, January 22, 2018, August 27, 2018, January 28, 2019, September 23, 2019, February 24, 2020, October 12, 2020, November 8, 2021, and again on July 11, 2022.



LAND USE AND ZONING MAP

7-1

EXHIBIT 7



MIDDLETON DOWNTOWN COMMUNITY DEVELOPMENT DISTRICT

7-2

EXHIBIT 8

STATEMENT OF ESTIMATED REGULATORY COSTS ESTABLISHMENT OF MIDDLETON DOWNTOWN COMMUNITY DEVELOPMENT DISTRICT

1.0 Introduction

1.1 Purpose and Scope

This statement of estimated regulatory costs (SERC) supports the petition to establish Middleton Downtown Community Development District (the "District"). The proposed District will include approximately 61.14 acres of land on which roughly 350,000 square feet of commercial space is planned for development with the possibility of additional mixed uses, including residential. The District proposes to provide infrastructure and community services to this area in the District as described more fully below.

The limitations on the scope and use of this SERC are set out in Section 190.002(2)(d), Florida Statutes ("F.S."), as follows:

"That the process of establishing such a District pursuant to uniform general law shall be fair and based only on factors material to managing and financing the service delivery function of the District, so that any matter concerning permitting or planning of the development is not material or relevant."

1.2 Overview of the Proposed District Middleton Downtown Community Development District

The proposed District would provide community infrastructure, services, and facilities, along with their operations and maintenance, to the proposed area, located in the City of Wildwood, Florida. The proposed District will encompass 61.14 acres to be used for development. The District may include a mix of commercial and residential uses including roughly 350,000 square feet of commercial space.

1.3 Requirements for Statement of Estimated Regulatory Costs (SERC)

Section 120.541(2), F.S. (2022) defines the elements a SERC must contain (or in this case, City ordinance).

(a) An economic analysis showing whether the rule directly or indirectly:

1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within five (5) years after the implementation of the rule;

2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within five years after the implementation of the rule; or
 3. Is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within five years after the implementation of the rule.
- (b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.
 - (c) A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues.
 - (d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the rule. As used in this section, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, the cost of monitoring and reporting, and any other costs necessary to comply with the rule.
 - (e) An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined in Section 120.52, F.S. The impact analysis for small businesses must include the basis for the agency's decision not to implement alternatives that would reduce adverse impacts on small businesses.
 - (f) Any additional information that the agency determines may be useful.
 - (g) In the statement or revised statement, whichever applies, a description of any regulatory alternatives submitted under paragraph (1)(a) and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

2.0 An economic analysis showing whether the rule/ordinance directly or indirectly will have an adverse impact on economic growth, job creation, employment, private-sector investment, business competitiveness, or regulatory costs.

Section 120.541(2)(a), F.S., requires an economic analysis showing whether the establishment of the District will directly or indirectly have an adverse impact on economic growth, job creation, employment, private-sector investment, business competitiveness, or regulatory costs exceeding \$1 million in the aggregate within five years after the establishment takes place. The answer, based upon numerous other community development districts, is that the establishment of the District will not have an adverse impact on economic growth, job creation, employment, private-sector investment, business competitiveness, or regulatory costs.

The establishment of the District is likely to increase economic growth, job creation, employment, private-sector investment, and business competitiveness. This is because the District will provide infrastructure improvements within the District's boundaries, allowing for the commercial development of the land within the District. The development is planned to include roughly 350,000 square feet of commercial development. The commercial development will increase economic growth, job creation, employment, private-sector investment, and business competitiveness in the District.

The District will have the ability to assess the property owners to pay for the installation, operation, and maintenance of its infrastructure improvements. However, such costs will not be in addition to, or unique to, the District. The infrastructure improvements to be funded by the District would be required to support development of the planned development, regardless of the District's existence. Community development districts, such as Middleton Downtown Community Development District can fund their infrastructure improvements with long-term bond financing that typically carries more favorable terms than other sources of funding. Thus, the costs related to the installation of the public infrastructure serving the planned development will not be increased due to the existence of the District.

3.0 A good-faith estimate of the number of individuals and entities likely to be required to comply with the rule/ordinance, together with a general description of the types of individuals likely to be affected by the rule/ordinance.

The landowner of the District plans to develop roughly 350,000 square feet of commercial development, with the possibility of additional residential units and other mixed uses, within the District. Establishment of the proposed District would put all of the development under the jurisdiction of the proposed District. Prior to the sale of the property within the District, the developer will also be subject to the District's jurisdiction.

4.0 Good-faith estimate of the cost to state and local government entities, of implementing and enforcing the proposed ordinance, and any anticipated effect on state and local revenues

4.1 Impact on State and Local Costs

State Government Entities

There will be only modest costs to various Florida ("State") governmental entities due to the formation of the District. The District consists of less than 2,500 acres; therefore, the City of Wildwood (the "City") is the establishing entity, pursuant to Florida Statutes Section 190.005(2). The State will incur no costs in reviewing the petition to establish the District and the State will not be required to hold any public hearings on the matter.

The ongoing costs to various State entities to implement and enforce the establishment of the District relate strictly to the receipt and processing of various reports that the District is required to file annually with the State and its various entities. These annual reports are outlined in the attached Appendix. However, the costs to the State agencies that will receive and process the District's reports will be minimal. The District is only one of many governmental subdivisions required to submit various reports to the State. Additionally, pursuant to Section 189.018, F.S., the District will pay an annual fee to the State Department of Economic Opportunity to offset such processing costs.

The City of Wildwood

City staff will process, analyze, and conduct public hearing(s) on the petition to establish the District. These activities will utilize the time of the staff and City Commissioners, however, these costs to the City are likely to be minimal for a number of reasons. First, review of the petition does not include analysis of the development to be served by the District. Second, the petition itself provides most of the information needed for City staff's review. Third, the City currently employs the staff needed to conduct the review of the petition. Fourth, no capital expenditure is required to review the petition. Finally, local governments routinely process similar petitions for land use and zoning changes that are more complex than is the petition to establish a Community Development District.

The annual costs to the City, related to the ongoing operations of the District, are also minimal. The District will be an independent unit of local government. The only annual costs incurred by the City will be the minimal costs of receiving and, to the extent desired, reviewing the various reports that the District is required to provide to the City.

4.2 Impact on State and Local Revenues

Adoption of the proposed ordinance will have no negative impact on State or local revenues. The District is an independent unit of local government. It is designed to provide community facilities and services to serve the development. It has its own sources of revenue. No State or local subsidies are required or expected.

In this regard, it is important to note that any debt obligations incurred by the District to construct its infrastructure, or for any other reason, are not debts of the State, the County, the City, or any unit of local government. By State law, the debts of the District are strictly its own responsibility.

5.0 A good-faith estimate of the transactional costs likely to be incurred by individuals and entities required to comply with the requirements of the rule/ordinance.

Table 2, below, provides an outline of the various facilities and services the proposed District may provide. The District plans to fund, own, operate, and maintain certain drainage and stormwater systems, landscaping, and ponds. The roadways and drainage systems within publicly dedicated rights-of-way will be conveyed to the appropriate general-purpose government for operation and maintenance. The landowner will construct the utilities and other community infrastructure and facilities. The District will be responsible for maintenance of some of these facilities.

Table 2. Proposed Facilities and Services

<u>Improvements/Facility</u>	<u>Funded By</u>	<u>O&M By</u>	<u>Ownership</u>
Roads	Landowner	CDD	Landowner
Utilities	Landowner	Landowner	Landowner
Drainage	Landowner	CDD	Landowner
Landscape/Lakes	Landowner	CDD	Landowner

The petitioner has estimated the costs for providing the capital improvements and facilities outlined in Table 2. The cost estimates for these improvements and facilities are shown in Table 3, below. Total costs are estimated at approximately \$50,435,160.00.

Table 3. Summary of Estimated Capital Costs and Time Table³

<u>Improvement/Facility</u>	<u>Anticipated Schedule</u>	<u>Estimated Cost</u>
Roadways	2022-2024	\$4,134,240.00
Landscaping & Irrigation in Common Areas	2022-2024	\$12,487,200.00
Parking Areas	2022-2024	\$26,880,420.00
Master Earthwork and Stormwater Collection Systems	2022-2024	\$6,933,300.00
TOTAL:		\$50,435,160.00

The District may impose a non-ad valorem assessment to fund the operations and maintenance of the District and its facilities and services.

It is important to note that the various costs outlined in Table 3 are typical for developments of the type contemplated herein. In other words, there is nothing unusual about the District's

³ Costs are preliminary in nature and are subject to change. Costs include engineering and contingencies.

financing that requires additional infrastructure over and above what would normally be needed. Therefore, these costs are not in addition to normal development costs. Instead, the facilities and services provided by the District are substituting in part for developer-provided infrastructure and facilities. Along these same lines, District-imposed assessments for operations and maintenance costs are similar to what would be charged in any event by a property owner's association common to most master-planned developments.

Real estate markets take into account the District's cost because buyers and renters evaluate all of the costs and benefits associated with various alternative locations. Therefore, market forces preclude developers from marking up the prices of their products beyond what the competition allows. To remain competitive, the operations and maintenance charges must also be in line with the competition.

Furthermore, locating to the District by businesses is completely voluntary. So ultimately, all owners and users of the affected property choose to accept the District's costs because of the benefits that the District provides.

6.0 An analysis of the impact on small businesses, as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S.

There will be no adverse impact on small businesses because of establishment the District. If anything, the impact will be positive. This is because the District must competitively bid certain of its contracts. This affords small businesses the opportunity to bid on District work.

The City of Wildwood has an estimated population of 15,730 according to the most recent U.S. Census Bureau (2020) and the population was 6,709 at the 2010 census. Therefore, the City of Wildwood is not considered a small city as defined by Section 120.52 F.S. The District will provide infrastructure facilities and services to the property located within the District. These facilities and services will help to make this property developable.

Development of the property within the District will increase the value of this property, and consequently, will increase the property taxes that accrue to the City. These increased property taxes, along with other direct and indirect revenues accruing to the City as a result of the development of the land within the District, will offset any new staff, facilities, or equipment the City adds to provide services to the property owners within the District.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the developer's engineer and other professionals associated with the developer.

It is useful to reflect upon the question of whether the establishment of the District is the best alternative to provide community facilities and services to the development. As an alternative to the District, the City could approve a dependent special District for the area, such as an MSBU or a special taxing District under Chapter 170 of the Florida Statutes. Either of these alternatives could finance the improvements contemplated in Table 2 in a fashion similar to the existing District.

However, unlike the District, the alternatives would require the City to continue to administer the projects and its facilities and services. As a result, the costs for these services and facilities would not be sequestered to the land directly benefiting from them, as the case would be with the District. In addition, administering a project of the size and complexity of the development program for the District is a very significant and expensive undertaking. Other alternative to the District would be for the developer to provide the infrastructure and to use a property owners association (POA) for operations and maintenance of community facilities and services. A District is superior to a POA for a variety of reasons. First, unlike a POA, a District can impose and collect its assessments along with other property taxes on the combined real estate tax bill through the County tax collector. Therefore, the District is far more assured of obtaining its needed funds than is a POA. Second, the District is a unit of local government. Therefore, unlike a POA, the District must abide by all governmental rules and regulations.

Additionally, any debt of a District is strictly the District's responsibility. While it may be technically true that the debt of a City-established, dependent special district, is not strictly the City's responsibility, any financial problems that the special district may have will inevitably entangle the City. This will not be the case if the District is established as proposed.

With a District, businesses (owners and renters) within the District would have a focused unit of government under their direct control. The District can then be more responsive to commercial and residential needs without disrupting other City responsibilities.

APPENDIX

REPORT	STATUE SECTION	DUE DATE
Annual Financial Audit	218.39	Nine months after end of fiscal year
Annual Financial Report (AFR)	218.32	Within 45 days after completion of audit but no later than 9 months after end of fiscal year
Financial Disclosure Form 1	112.3145	By July 1
Public Depositor Report	280.17	By November 30
Proposed Budget	190.008	By June 15
Adopted Budget	190.008	By October 1
Public Meetings Schedule	189.015	Quarterly semiannually or annually
Notice of Bond Issuance	218.38	Within 120 days after delivery
Registered Agent	189.014	30 days after first Board meeting
Notice of Establishment	190.0485	30 days after formation
Establishment Documents	189.016	30 days after adoption
Notice of Public Finance	190.009	After financing

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: AN 2301-001 Oxford Oaks Professional Plaza

REQUESTED ACTION: Staff recommends approval.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

The applicant, Rodolfo De Anda, on behalf of owners Oxford Oaks Plaza, LLC and Oxford Oaks Investments, LLC, has submitted a voluntary annexation application for parcels D17-036 and D17-069. The property to be annexed totals 3.68 acres, MOL and is located approximately 0.27 miles east of N US 301, approximately 0.06 miles south of E C 466, and south along CR 106, in section 17, township 18 south, range 23 east.

Annexation into the City is appropriate because the property is contiguous to the City of Wildwood limits and within the City's Joint Planning Area with Sumter County, which allows for voluntary annexations within the planning area that would otherwise not be permissible under statute due to the creation of a "pocket" or "enclave."

The applicant plans to construct a professional/medical plaza.

City water and sewer are currently not available for the subject property. The applicant will work with the City of Wildwood Utility Department and surrounding new developments to extend and connect to water and sewer services.



DATED: 03/20/2023

Amanda Bush

Planner, Development Services

ORDINANCE NO. O2023-10

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 3.68 ACRES LOCATED APPROXIMATELY 0.27 MILES EAST OF N US 301, APPROXIMATELY 0.06 MILES SOUTH OF E C 466, AND SOUTH ALONG CR 106, IN SECTION 17, TOWNSHIP 18 SOUTH, RANGE 23 EAST; WHICH IS CONTIGUOUS TO THE CITY OF WILDWOOD LIMITS AND LOCATED IN THE CITY'S JOINT PLANNING AREA; PROVIDING THAT SECTION 1-14 OF THE CITY OF WILDWOOD CODE OF ORDINANCES IS AMENDED TO INCLUDE THE ANNEXED PROPERTY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the City Commission of the City of Wildwood, Florida, as follows:

SECTION 1. Based upon the petition of the owners of the following described real property, which is approximately located 0.27 miles east of N US 301, approximately 0.06 miles south of E C 466, and south along CR 106 to be annexed into the City, the property is hereby annexed into the City of Wildwood pursuant to Sections 171.044 and 171.204, Florida Statutes. The City Commission finds that the property is contiguous to the City of Wildwood; is located within the City's Joint Planning Area with Sumter County; and meets all legal requirements for annexation. The annexed property lying in Sumter County, Florida, owned by Oxford Oaks Plaza, LLC and Oxford Oaks Investments, LLC., is more particularly described as follows:

Parcels D17-036 & D17-069

Oxford Oaks Plaza, LLC & Oxford Oaks Investments, LLC

3.68 +/-

LEGAL DESCRIPTION

PARCEL D17-036

BEGIN 5 FEET WEST OF THE NE CORNER OF BLOCK B AS SHOWN BY PLAT OF THE TOWN OF OXFORD, RECORDED IN PLAT BOOK 1, PAGE 32; RUN WEST 150 FEET, THENCE RUN SOUTH 150 FEET EAST 150 FEET, THENCE RUN NORTH 150 FEET TO THE P.O.B

PARCEL D17-069

THE W 297.2 FT OF BLK F TOWN OXFORD

SECTION 2. All of the above described annexed property shall be liable for its proportionate share of the future and existing indebtedness of the City of Wildwood.

SECTION 3. All of the above described annexed property shall be subject to the laws and ordinance of the City of Wildwood as if this territory had been a part of the City of Wildwood at the time of passage and approval of said laws and ordinances.

SECTION 4. Until such time as the City amends its comprehensive plan, the current Sumter County zoning classification and future land use regulations will remain in full force and effect.

SECTION 5. Section 1-14 of the City of Wildwood Code of Ordinances is hereby amended to include the legal description of the annexed parcel pursuant to this Ordinance. The location map identifying the property to be annexed are attached hereto as "Exhibit A" and incorporated herein by reference.

SECTION 6. If any portion of this Ordinance is declared invalid for any purpose, the remaining portion shall remain valid and in full force and effect

SECTION 7. This Ordinance shall take effect upon final approval by the City Commission.

DONE AND ORDAINED this _____ day of _____, 2023, by the City Commission of the City of Wildwood, Florida.

**CITY COMMISSION
CITY OF WILDWOOD, FLORIDA**

Ed Wolf, Mayor

ATTEST: _____
Susan Patterson, City Clerk

First Reading: _____

Second Reading: _____

Approved as to form:

City Attorney



 WILDWOOD FLORIDA	CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov	 Feet 0 250 500	AN 2301-001 OXFORD OAKS PROFESSIONAL PLAZA PARCELS D17-036 & D17-069	MAP 1B LOCATION MAP FEBRUARY 2023
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CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: RZ 2302-001 RMC Wildwood Ready Mix Plant

REQUESTED ACTION: Special Magistrate recommends approval.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Case #	RZ 2302-001 RMC Wildwood Ready Mix Plant
Ordinance #	O2023-8
Applicant	Adam Freeman
Owner	RMC Wildwood LLC
Property Location	Located west along the intersection of NE 82 nd Ave and NE 44 th Dr, approximately 0.25 miles east of N US 301
Parcel Number(s)	D32-172
Date	02/27/2023

The applicant seeks a favorable recommendation from the City Commission for a Zoning Map Amendment to change the zoning M-1 (City) to M-2 (City) for the parcels listed above on 7.4 acres MOL.

Pursuant to Land Development Regulation (LDR) § 3.3(C)(4), staff believes the zoning change should be granted based on the following criteria:

(a) Whether the proposed change is consistent with the comprehensive plan:

The proposed amendment is consistent with the policies of the Comprehensive Plan. The Industrial land use designation within the 2050 Comprehensive Plan is intended to accommodate a wide range of industrial uses. As a non-residential land use under FLU Policy 1.1.1.c. any Industrial development is granted a maximum intensity of 0.5 Floor Area Ratio (FAR) or 70% Impervious surface Ratio (ISR). Policy 1.2.8.I. states that land uses must “maintain compatibility with adjacent land uses through the use of design standards to make uses compatible with one another”. As the existing land use is already Industrial, and the desired zoning change is from light industrial (M-1) to heavier industrial (M-2), there will be little change to the existing property but allow applicant access to a wider range of permitted uses. This directly relates to FLU Objective 1.4 of the 2050 Comprehensive Plan, which states “The city shall cultivate an environment which fosters, supports, and champions economic growth and development activities”. The applicant’s proposed use of the property will assist in providing the raw materials that feed future economic growth within and around the city, as stated in the language of Objective 1.4.

The proposed zoning change is minimal, changing the already existing zoning to allow for additional uses. This change is unlikely to affect the surrounding parcels which are of similar

land uses but will help achieve economic growth objectives set forth within the 2050 Comprehensive plan.

(b) The existing land use pattern of the surrounding area;

The proposed rezoning to M-2 is compatible with the existing land use pattern in this area and would abide by Policies 1.2.8.I., and 1.2.8.a. which covers the need to maintain compatibility with adjacent land uses and would contribute to a mix of land uses which are compatible. The proposed development states that it will encompass approximately 7.4 acres, for the purposes of constructing a concrete batch plant. With the applicant's parcel bordering existing industrial parcels both to the east, west, and north.

(c) The possibility of adversely affecting public facilities such as schools, utilities, streets, etc.;

Schools: The development is projected to not add any students to Wildwood Schools.

Potable Water & Sewer: The subject properties are in an existing demand service area according to the 2019 Utility Master Plan. The applicant/owner will need to work with City utilities at the site plan stage to connect to City water and sewer.

Streets: Access to the site is proposed via NE 82nd Ave.

(d) Whether changed or changing conditions make the passage of the proposed amendment necessary;

The surrounding area is primarily made up of existing industrial developments. The subject parcel possesses a city zoning designation of M-1, similar to that of nearby parcels. This change would conform with Policy 1.2.8.I. and Objective 1.4 of the 2050 Comprehensive Plan in the Future Land Use Element section. The rezoning is necessary to accommodate the proposed use of the property and to bring the property into compliance with the proposed Future Land Use designation.

(e) Whether the proposed change will create or excessively increase traffic congestion or otherwise be a detriment to public safety;

The proposed rezoning to M-2 is estimated to generate approximately 3.37 average daily trips. Similar to the estimated 4.87 daily trips per 1,000 sf that exists under the current M-1 designation. The difference in traffic due to the zoning change is anticipated to have no significant impact on traffic generated from this parcel, or as a detriment to public safety.

(f) Whether the proposed change will be a deterrent to the improvement or development of adjacent property;

The proposed rezoning will not be a deterrent to the improvement or development of adjacent properties. Parcels along NE 44th Dr and NE 82nd Ave are of a similar zoning designation, primarily industrial land uses within the city jurisdiction. Separately, properties that remain in Sumter County's jurisdiction are allowed to develop according to their jurisdiction's future land use and zoning designations.

**ZONING DESIGNATION
SURROUNDING PROPERTIES**

NORTH	M-1 (CITY)
SOUTH	RR1 & R2M (COUNTY) M-1 (CITY)
EAST	M-1 (CITY)
WEST	M-1 (CITY)

If approved, the applicant will be required to submit a site plan to the city prior to development. The site plan will need to follow all requirements as established in the City's Land Development Regulations, Design District Standards, and Planned Development Agreement.



Shaun Raja,
Planner I, Development Services

ORDINANCE NO. O2023-8

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA;
PROPOSING A ZONING MAP AMENDMENT TO THE
OFFICIAL ZONING MAP IN ACCORDANCE WITH
SECTIONS 3.2 AND 3.3 OF THE LAND DEVELOPMENT
REGULATIONS; PROVIDING FOR CODIFICATION;
PROVIDING FOR CONFLICT; PROVIDING FOR
SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE
DATE.

WHEREAS, the City of Wildwood, Florida, is proposing to amend the Official Zoning Map of said City, to include a rezoning of real property described as follows, to-wit:

Parcel(s) D32-172
RMC Wildwood LLC (Owner)
7.4 Acres +/-

LEGAL DESCRIPTION:

A parcel of land lying and being in the Southwest 1/4 of Section 32, Township 18 South, Range 23 East, Sumter County, Florida, being more particularly described as follows:

BEGIN at a point marking the Northwest corner of the Southeast 1/4 of the Southwest 1/4 of Section 32, Township 18 South, Range 23 East, Sumter County, Florida; thence coincident with the North boundary of the Southeast 1/4 of the Southwest 1/4 of said Section 32, N 89°58'31" E a distance of 460.22 feet to the Northerly boundary of lands described in Official Records Book 2327, Page 732 of the Public Records of Sumter County, Florida; thence departing said North boundary, coincident with said Northerly boundary the following two (2) courses: 1.) S 00°07'11" W a distance of 710.53 feet; 2.) thence S 89°54'11" W a distance of 460.15 feet to a point coincident with the West boundary of the Southeast 1/4 of the Southwest 1/4 of said Section 32; thence departing said Northerly boundary, coincident with said West boundary, N 00°06'52" E a distance of 711.12 feet to the POINT OF BEGINNING.

Non-Exclusive Easement Interest Parcel 1: Appurtenant Easement recorded in O.R. Book 2136, Page 453, Public Records of Sumter County, Florida, more particularly described as follows:

That land lying in Section 32, Township 18 South, Range 23 East, Sumter County, Florida, described as follows: From the Northeast corner of the Southwest 1/4 of said Section 32, run N 89°41'28" W, along the North line of said Southwest 1/4 a distance of 799.52 feet to the Easterly boundary of an easement as described in Official Records Book 1227, Page 648, Public Records of Sumter County, Florida; thence along said Easterly boundary the following courses: S 00°30'34" W, 6.60 feet; thence S 03°09'17" W, 95.04 feet; thence S 00°30'03" W, 520.20 feet to the Southeast corner of said easement and the Point of Beginning; thence departing said Easterly boundary, continue S 00°30'03" W, 655.54 feet to the point of curvature of a curve concave Northeasterly and having a radius of 25.00 feet; thence Southeasterly along the arc thereof through a central angle of 90°00'00" a distance of 39.27 feet; thence S 89°29'57" E, 234.23 feet to the point of curvature of a curve concave Northwesterly and along a radius of 25.00 feet; thence Northeasterly along the arc thereof through a central angle of 49°42'31", a distance of 21.69 feet to the point of reverse curvature of a curve concave Westerly and having a radius of 60.00 feet; thence Southerly along the arc of said curve through a central angle of 279°21'34", a distance of 292.54 feet to the point of reverse curvature of a curve concave Southwesterly and having a radius of 25.00 feet; thence Northwesterly along the arc of said curve through a central angle of 49°39'04", a distance of 21.66 feet; thence N 89°29'57" W, 234.28 feet to the point of curvature of curve concave Southeasterly and having a radius of 25.00 feet; thence Southwesterly along the arc thereof through a central angle of 90°00'00", a distance of 39.27 feet; thence S 00°30'03" W, 50.00 feet; thence N 89°29'57" W, 60.00 feet; thence N 00°30'03" E, 815.54 feet; thence S 89°29'57" E, 60.00 feet to the Point of Beginning.

Non-Exclusive Easement Interest Parcel 2:

Together with the non-exclusive easement rights as described in that certain Private Road and Utility Easement Agreement recorded in Official Records Book 1116, Page 231, of the Public Records of Sumter County, Florida, more particularly described as follows:

A 60.00 foot wide strip of land lying in the NW1/4 of Section 32, Township 18 South, Range 23 East, Sumter County, Florida, said strip being bounded on the North by the South Right-of-Way line of County Road No. 462 and bounded on the South by the South line of said NW1/4 of Section 32, the centerline of said strip being described as follows:

Commence at the Northeast corner of the Southeast 1/4 of the Northwest 1/4 of said Section 32; thence N 89°59'11" W, along the North line of the Southeast 1/4 of the Northwest 1/4 of said Section 32, a distance of 630.81 feet; thence S 02°11'48" E, 15.07

feet to a point on the Southerly Right-of-Way line of Highway S-462, formerly known as State Road No. C-462 per State of Florida Department of Transportation Right-of-Way Map Section 18505-2601; thence run N 88°25'00" W along said Southerly Right-of-Way line a distance of 108.72 feet to a point of curvature, said curve being concave Southerly with a radius of 2831.93 feet; thence run an arc distance of 161.08 feet along said Southerly Right-of-Way line, said arc having a central angle of 03°15'32", a tangent distance of 80.56 feet, a chord distance of 161.06 feet and a chord bearing of S 89°57'13" W; thence continue along said curve, through a central angle of 00°11'58", an arc distance of 9.85 feet; thence S 88°07'30" W, 20.14 feet to the point of beginning of the centerline of aforesaid 60.00 foot wide strip of land; thence S 00°09'12" W, along a line 30.00 feet West of and parallel with the East line, and its Southerly extension, of that land described in Official Records Book 988, Page 708, of the Public Records of Sumter County, Florida, 594.25 feet to the point of curvature of a curve concave Easterly and having a radius of 500.00 feet; thence Southerly along the arc of said curve through a central angle of 25°53'49", an arc distance of 225.99 feet to the point of reverse curvature of a curve concave Westerly and having a radius of 500.00 feet; thence Southerly along the arc of said curve through a central angle of 25°53'49", an arc distance of 225.99 feet to a point 30.00 feet (by perpendicular measurement) West of the West line of those lands described in Official Records Book 535, Page 273, Public Records of Sumter County, Florida; thence S 00°09'12" W, parallel with said West line 273.59 feet to a point on the South line of the NW1/4 of said Section 32, said point also being the point of terminus of this centerline description

Non-Exclusive Easement Interest Parcel 3:

Together with the non-exclusive easement rights as described in that certain Grant of Appurtenant Easement Agreement recorded in Official Records Book 1690, Page 104, of the Public Records of Sumter County, Florida, more particularly described as follows:

That portion of the North 35.00 feet of the Northeast 1/4 of the Southwest 1/4 lying East of the Westerly line of that 60.00 foot strip of land described in Official Records Book 1227, Page 659, Public Records of Sumter County, Florida, LESS the East 626.13 feet thereof. All being in Section 32, Township 16 South, Range 23 East, Sumter County, Florida.

Non-Exclusive Easement Interest Parcel 4:

Together with the non-exclusive easement rights as described in that certain Grant of Appurtenant Easement Agreement recorded in Official Records Book 1227, Page 648, of the Public Records of Sumter County, Florida, more particularly described as follows:

Retention Pond Tract: A parcel of land lying in the Southwest 1/4 of Section 32, Township 18 South, Range 23 East, Sumter County, Florida, being described as follows:

Begin at the Northeast corner of the Southwest 1/4 of the Southwest 1/4 of said Section 32; thence S 89°39'01" E, along the North line of the Southeast 1/4, of the Southwest 1/4 of said Section 32, a distance of 25.42 feet; thence S 04°31'00" E, 219.15 feet; thence S 05°26'24" E, 414.68 feet; thence S 89°31'07" E, 24.84 feet; thence S 00°31'50" E, 89.01 feet; thence S 89°47'49" E, 346.11 feet; thence S 00°30'03" W, 258.20 feet; thence S 89°29'57" E, 60.00 feet; thence N 00°30'03" E, 232.03 feet; thence S 89°36'56" E, 733.40 feet; thence S 00°30'55" W, 205.32 feet; thence N 89°36'31" W, 145.16 feet; thence S 00°25'25" W, 147.93 feet; thence N 89°36'56" W, 86.73 feet; thence S 87°52'01" W, 502.19 feet; thence N 00°30'03" E, 103.26 feet; thence N 89°29'57" W, 60.00 feet; thence S 00°30'03" W, 237.35 feet; thence N 89°41'00" W, 100.58 feet; thence S 00°23'30" W, 65.75 feet to the South line of the Southwest 1/4 of said Section 32; thence N 89°16'30" W, along said South line 359.16 feet to the West line of the East 1/2 of the Southwest 1/4 of said Section 32; thence N 00°28'53" E along said West line 1,320.19 feet to the Point of Beginning.

LESS

Commence at the Northeast corner of the Southwest 1/4 of the Southwest 1/4 of said Section 32; thence S 89°39'10" E, along the North line of the Southeast 1/4, of the Southwest 1/4 of said Section 32, a distance of 25.42 feet; thence S 04°31'00" E, 219.15 feet; thence S 05°26'24" E, 414.68 feet; thence S 89°31'07" E, 24.84 feet; thence S 00°31'50" E, 89.01 feet; thence S 89°47'49" E, 346.11 feet; thence S 00°30'03" W, 258.20 feet to the Point of Beginning; thence S 89°29'57" E, 60.00 feet; thence S 00°30'03" W, 40.00 feet; thence N 89°29'57" W, 60.00 feet; thence N 00°30'03" E, 40.00' to the Point of Beginning.

Easement No 1: Easement for ingress, egress, utilities and drainage over, across and upon the following described lands:

A parcel of land being a portion of Section 32, Township 18 South, Range 23 East, Sumter County, Florida, being described as follows:

Commence at the Northeast corner of the Southwest 1/4 of said Section 32; thence N 89°41'28" W, along the North line of the said Southwest 1/4 a distance of 799.52 feet to the Point of Beginning; thence departing said North line run S 00°30'34" W, 5.60 feet; thence S 03°09'17" W, 95.04 feet; thence S 00°30'03" W, 520.20 feet; thence N

89°29'57" W, 60.00 feet; thence N 00°30'03" E, 521.59 feet; thence N 03°09'17" E, 95.04 feet; thence N 00°30'34" E, 5.00 feet to a point on the aforesaid North line; thence S 89°41'28" E, along the said North line a distance of 60.00 feet to the Point of Beginning.

Drainage Easement No 4: A parcel of land lying in the Southwest 1/4 of Section 32, Township 18 South, Range 23 East, Sumter County, Florida, being described as follows:

Commencing at the Northeast corner of the said Southwest 1/4; thence N 89°41'28" W, along the North line of the Southwest 1/4 of said Section 32 a distance of 799.52 feet; thence departing said North line, S 00°30'34" W, 6.60 feet; thence S 03°09'17" W, 95.04 feet; thence S 00°30'03" W, 2,196.64 feet to the Point of Beginning; thence continue S 00°30'03" W along said line, a distance of 40.00 feet; thence N 89°29'57" W, 60.00 feet; thence N 00°30'03" E, 40.00 feet; thence S 89°29'57" E, 60.00 feet to the Point of Beginning.

THE ABOVE PARCEL CONTAINS 7.4 ACRES MORE OR LESS.

This property is to be reclassified from M-1 (City) to M-2 (City) containing 7.4 acres, more or less;

AND WHEREAS, the rezoning is consistent with the City's Comprehensive Plan and Land Development Regulations.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the City Commission of the City of Wildwood, Florida, as follows:

SECTION 1. The Official Zoning Map of the City of Wildwood, Florida is hereby amended to include the above-referenced property as indicated above. The amendment to the Official Zoning Map is attached hereto as "Exhibit A" and incorporated herein by reference.

SECTION 2. All ordinances or parts of ordinances in conflict herewith, be, and the same are hereby repealed.

SECTION 3. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a Court or competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of said Ordinance.

SECTION 4. This Ordinance shall take effect 31 days after its final reading by the City Commission of the City of Wildwood.

DONE AND ORDAINED this _____ day of _____, 2023, by the City Commission of the City of Wildwood, Florida.

**CITY COMMISSION
CITY OF WILDWOOD, FLORIDA**

Ed Wolf, Mayor

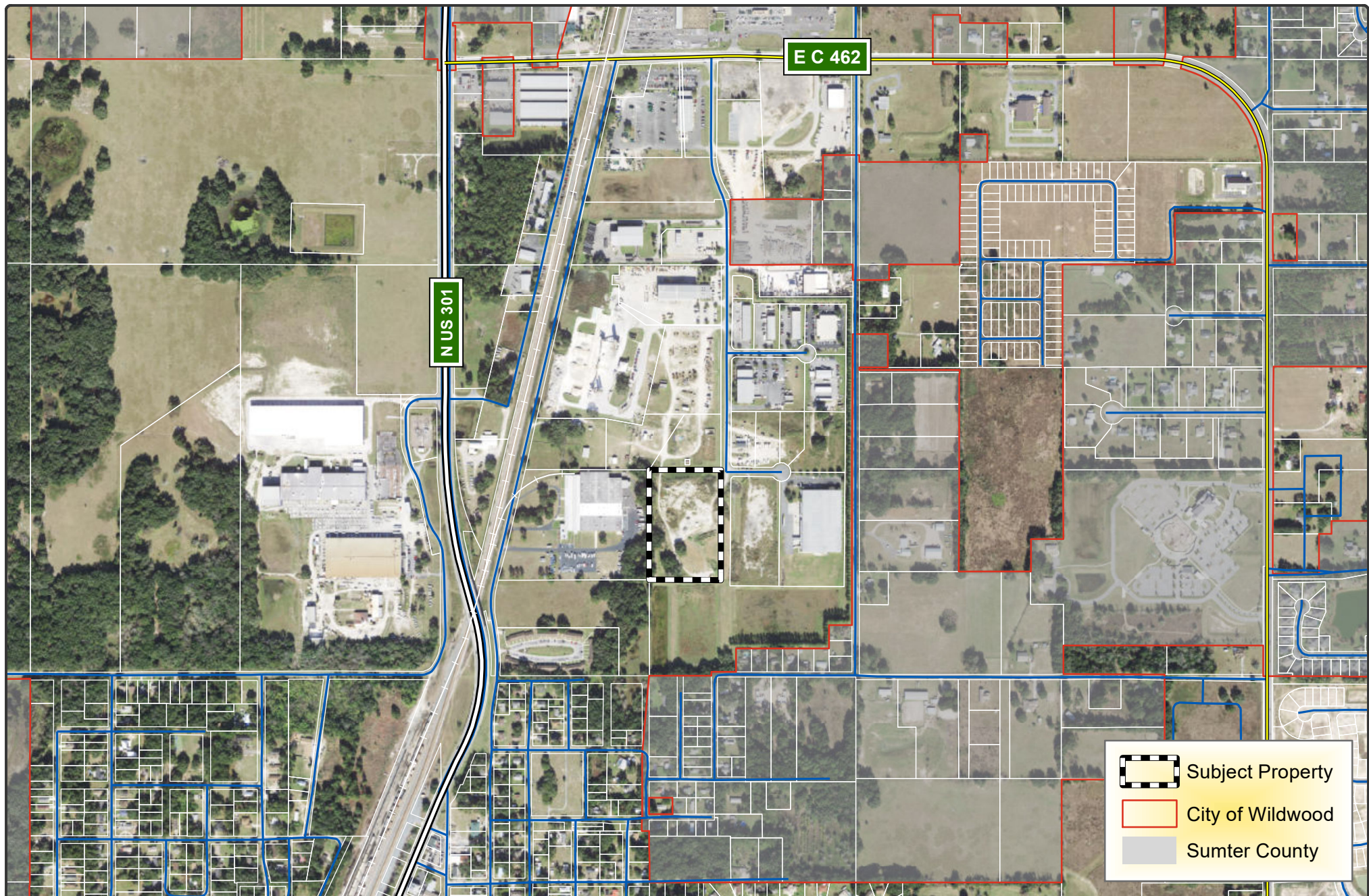
ATTEST: _____
Susan Patterson, City Clerk

First Reading: _____

Second Reading: _____

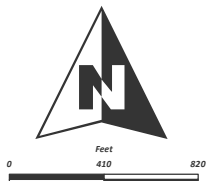
Approved as to form:

City Attorney



**CITY OF
WILDWOOD**

100 North Main Street
Wildwood, FL 34785
Phone: (352) 330-1330
www.wildwood-fl.gov



RZ 2302-001

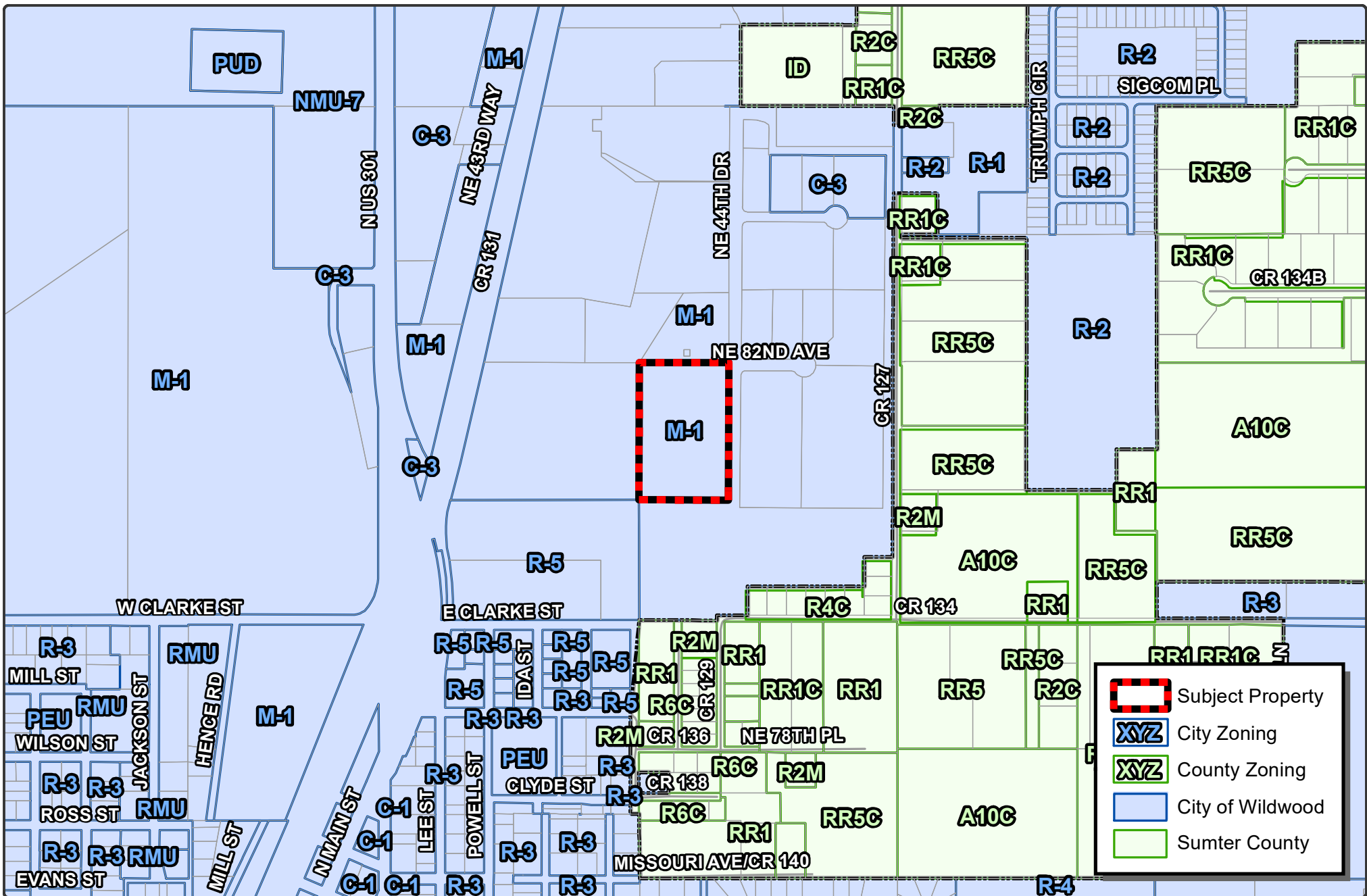
RMC WILDWOOD READY MIX PLANT

PARCEL D32-172

MAP 1B

**LOCATION
MAP**

**FEBRUARY
2023**



Subject Property

City Zoning

County Zoning

City of Wildwood

Sumter County

City of Wildwood, Florida
Planning & Zoning Board/Special Magistrate

The case below was heard on Tuesday, March 7, 2023, by the Special Magistrate. The applicant seeks approval and favorable recommendation from the City of Wildwood Planning and Zoning Board/Special Magistrate for a Zoning Map Amendment to change the zoning district from M1 (City) to M-2 (City) on 7.4 acres MOL.

Case # RZ 2302-001 RMC Wildwood Ready Mix Plant

Applicant Adam Freeman

Owner RMC Wildwood LLC

Parcel Number(s) D32-172

Under Land Development Regulation (LDR) § 1.7(C), the Planning and Zoning Board/Special Magistrate has a duty to make a recommendation to the City Commission on all proposed Zoning Map amendments.

Based upon the testimony, evidence, and information presented as to the criteria set forth in LDR § 1.7(D), the Special Magistrate recommends approval of the Zoning Map amendment and gives a favorable recommendation of Ordinance O2023-8 to the City Commission for final determination.

Dated: March 7, 2023



Lindsay C.T. Holt
Special Magistrate City of Wildwood

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: AN 2302-001 470 Werlmaker

REQUESTED ACTION: Staff recommends approval.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

The applicant, Werlmaker Investments LLC, has submitted a voluntary annexation application for parcel K09A006. The property to be annexed totals 5 acres MOL and is located along E C 470, south and east of CR 500, and approximately 0.38 miles west of Marsh Bend Trail.

Annexation into the City is appropriate because the properties are contiguous to the City limits and are within the City's Joint Planning Area with Sumter County, which allows for voluntary annexations within the planning area that would otherwise not be permissible under statute due to the creation of a "pocket" or "enclave."

The applicant plans to modify the existing property from low-density residential to Central Mixed Use (CMU).

Water is available for the subject properties, but there is no sanitary sewer available for this parcel. The applicant will need to work with the City Utilities department to connect to utilities when development is proposed.



Shaun Raja, Planner I,
Development Services Department

ORDINANCE NO. O2023-11

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 5 ACRES LOCATED ALONG E CR 470, SOUTH AND EAST OF CR 500, AND APPROXIMATELY 0.38 MILES WEST OF MARSH BEND TRAIL, IN SECTION 10, TOWNSHIP 20 NORTH, RANGE 23 EAST; WHICH IS CONTIGUOUS TO THE CITY LIMITS OF THE CITY OF WILDWOOD AND LOCATED IN THE CITY'S JOINT PLANNING AREA; PROVIDING THAT SECTION 1-14 OF THE CITY OF WILDWOOD CODE OF ORDINANCES IS AMENDED TO INCLUDE THE ANNEXED PROPERTY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the City Commission of the City of Wildwood, Florida, as follows:

SECTION 1. Based upon the petition of the owner of the following described real property, which is located on E CR 470, approximately 0.38 miles west of Marsh Bend Trail, to be annexed into the City, the property is hereby annexed into the City of Wildwood pursuant to Sections 171.044 and 171.204, Florida Statutes. The City Commission finds that the property is contiguous to the City of Wildwood; is located within the City's Joint Planning Area with Sumter County; and meets all legal requirements for annexation. The annexed property lying in Sumter County, Florida, owned by the Village Center Community Development District, is more particularly described as follows:

Parcel K09A006
Werlmaker Investments LLC (OWNER)
5 Acres +/-

LEGAL DESCRIPTION

PARCEL K09A006:

PARCEL NO.6, IN THE SUBDIVISION KNOWN AS INDIAN OAKS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 53, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

SECTION 2. All of the above described annexed property shall be liable for its proportionate share of the future and existing indebtedness of the City of Wildwood.

SECTION 3. All of the above described annexed property shall be subject to the laws and ordinance of the City of Wildwood as if this territory had been a part of the City of Wildwood at the time of passage and approval of said laws and ordinances.

SECTION 4. Until such time as the City amends its comprehensive plan, the current Sumter County zoning classification and future land use regulations will remain in full force and effect.

SECTION 5. Section 1-14 of the City of Wildwood Code of Ordinances is hereby amended to include the legal description of the annexed parcel pursuant to this Ordinance. The location map identifying the property to be annexed are attached hereto as "Exhibit A" and incorporated herein by reference.

SECTION 6. If any portion of this Ordinance is declared invalid for any purpose, the remaining portion shall remain valid and in full force and effect.

SECTION 7. This Ordinance shall take effect upon final approval by the City Commission.

DONE AND ORDAINED this _____ day of _____, 2023, by the City Commission of the City of Wildwood, Florida.

**CITY COMMISSION
CITY OF WILDWOOD, FLORIDA**

Ed Wolf, Mayor

ATTEST: _____
Susan Patterson, City Clerk

First Reading: _____

Second Reading: _____

Approved as to form:

City Attorney



**CITY OF
WILDWOOD**
100 North Main Street
Wildwood, FL 34785
Phone: (352) 330-1330
www.wildwood-fl.gov



AN 2302-001
470 WERLMAKER
PARCEL K09A006

MAP 1B
**LOCATION
MAP**
**MARCH
2023**

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: AN 2302-002 Lucky U Landholding LLC

REQUESTED ACTION: Staff recommends approval.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

The applicant, LPG Urban & Regional Planners LLC, on behalf of the owners, Nina Jean Driggers Davis et al, has submitted a voluntary annexation application for parcels D29-023 and D29-024. The property to be annexed totals 4.45 acres MOL and is located along the intersection of N US 301 and CR 126, approximately 0.14 miles south of CR 124.

Annexation into the City is appropriate because the properties are contiguous to the City limits and are within the City's Joint Planning Area with Sumter County, which allows for voluntary annexations within the planning area that would otherwise not be permissible under statute due to the creation of a "pocket" or "enclave."

The applicant plans to modify the existing property from industrial to commercial.

Water and sewer are available for the subject properties. The applicant will work with the City Utilities department to connect to utilities when development is proposed.



Shaun Raja, Planner I,
Development Services Department

ORDINANCE NO. O2023-12

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 4.45 ACRES LOCATED ALONG N US 301 AND CR 126, APPROXIMATELY 0.14 MILES SOUTH OF CR 124, IN SECTION 29, TOWNSHIP 18 SOUTH, RANGE 23 WEST; WHICH IS CONTIGUOUS TO THE CITY LIMITS OF THE CITY OF WILDWOOD AND LOCATED IN THE CITY'S JOINT PLANNING AREA; PROVIDING THAT SECTION 1-14 OF THE CITY OF WILDWOOD CODE OF ORDINANCES IS AMENDED TO INCLUDE THE ANNEXED PROPERTY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the City Commission of the City of Wildwood, Florida, as follows:

SECTION 1. Based upon the petition of the owner of the following described real property, which is located on N US 301, approximately 0.14 miles south of CR 124, to be annexed into the City, the property is hereby annexed into the City of Wildwood pursuant to Sections 171.044 and 171.204, Florida Statutes. The City Commission finds that the property is contiguous to the City of Wildwood; is located within the City's Joint Planning Area with Sumter County; and meets all legal requirements for annexation. The annexed property lying in Sumter County, Florida, owned by the Village Center Community Development District, is more particularly described as follows:

Parcels D29-023 & D29-024
Nina Jean Driggers Davis, et al (OWNER)
4.45 Acres +/-

LEGAL DESCRIPTION

PARCEL 1:

BEGINNING 15 FEET NORTH AND 200 FEET EAST, FROM THE S.W. CORNER OF S.W. 1/4 OF S.W. 1/4 OF SECTION 29, TOWNSHIP 18 SOUTH, RANGE 23 EAST,

RUNNING 210 FEET WEST, THENCE 336 FEET NORTH, THENCE 210 FEET WEST, THENCE 336 FEET SOUTH TO **POINT OF BEGINNING**, SUMTER COUNTY, FLORIDA.

TOGETHER WITH:

BEGINNING 15 FEET NORTH AND 470 FEET EAST FROM THE S.W. CORNER OF THE S.W. 1/4 OF THE S.W. 1/4 OF SECTION 29, TOWNSHIP 18 SOUTH, RANGE 23 EAST, RUN THENCE 336 FEET NORTH FOR **POINT OF BEGINNING**; THENCE RUN EAST 210 FEET, THENCE NORTH 210 FEET, THENCE WEST 210 FEET, THENCE RUN SOUTH 210 FEET TO **POINT OF BEGINNING**. **ALSO** FROM SAID **POINT OF BEGINNING**, RUN WEST 210 FEET, NORTH 210 FEET, EAST 210 FEET, THENCE RUN SOUTH 210 FEET TO **POINT OF BEGINNING**, SUMTER COUNTY, FLORIDA.

ALSO TOGETHER WITH:

BEGINNING 50 FEET EAST AND 141 FEET NORTH, FROM THE S.W. CORNER OF SECTION 29, TOWNSHIP 18 SOUTH, RANGE 23 EAST, RUN 210 FEET NORTH, THENCE 210 FEET EAST, THENCE 210 FEET SOUTH, THENCE 210 FEET WEST TO **POINT OF BEGINNING**, SUMTER COUNTY, FLORIDA.

LESS RIGHT OF WAY FOR U.S. HIGHWAY 301/STATE ROAD NO. 35 AS PER FLORIDA DEPARTMENT OF TRANSPORTATION MAINTENANCE MAP, SECTION 18010, DATED 10-01-07.

PARCEL 2:

BEGINNING 50 FEET EAST AND 15 FEET NORTH, FROM THE S.W. CORNER OF SECTION 29, TOWNSHIP 18 SOUTH, RANGE 23 EAST, RUN 126 FEET NORTH, THENCE 210 FEET EAST, THENCE 126 SOUTH, THENCE 210 FEET WEST TO **POINT OF BEGINNING**, SUMTER COUNTY, FLORIDA.

(**LESS** RIGHT OF WAY FOR U.S. HIGHWAY 301/STATE ROAD NO. 35 AS PER FLORIDA DEPARTMENT OF TRANSPORTATION MAINTENANCE MAP, SECTION 18010, DATED 10-01-07.

SECTION 2. All of the above described annexed property shall be liable for its proportionate share of the future and existing indebtedness of the City of Wildwood.

SECTION 3. All of the above described annexed property shall be subject to the laws and ordinance of the City of Wildwood as if this territory had been a part of the City

of Wildwood at the time of passage and approval of said laws and ordinances.

SECTION 4. Until such time as the City amends its comprehensive plan, the current Sumter County zoning classification and future land use regulations will remain in full force and effect.

SECTION 5. Section 1-14 of the City of Wildwood Code of Ordinances is hereby amended to include the legal description of the annexed parcel pursuant to this Ordinance. The location map identifying the property to be annexed are attached hereto as "Exhibit A" and incorporated herein by reference.

SECTION 6. If any portion of this Ordinance is declared invalid for any purpose, the remaining portion shall remain valid and in full force and effect

SECTION 7. This Ordinance shall take effect upon final approval by the City Commission.

DONE AND ORDAINED this _____ day of _____, 2023, by the City Commission of the City of Wildwood, Florida.

CITY COMMISSION

CITY OF WILDWOOD, FLORIDA

Ed Wolf, Mayor

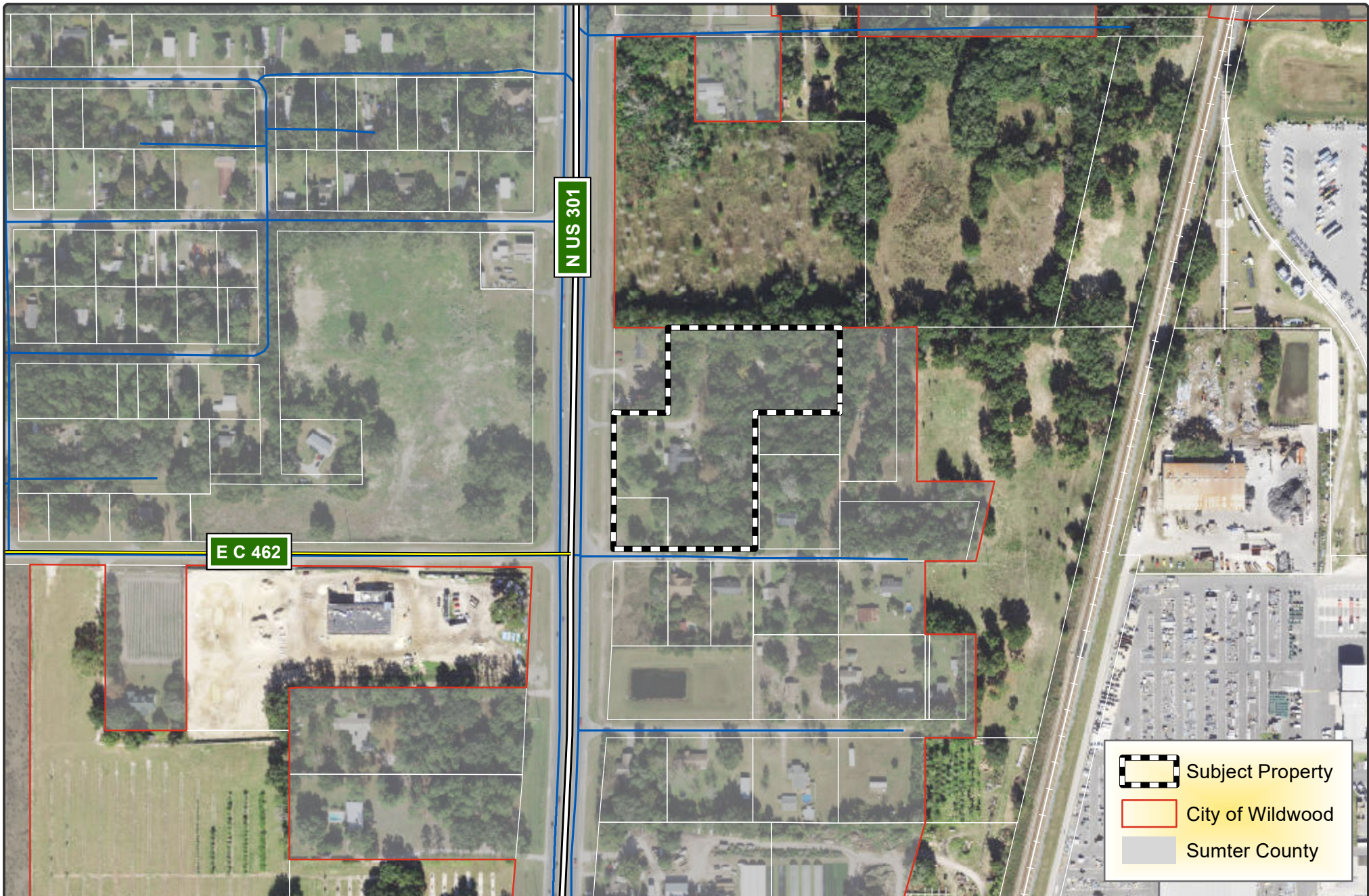
ATTEST: _____
Susan Patterson, City Clerk

First Reading: _____

Second Reading: _____

Approved as to form:

City Attorney



**CITY OF
WILDWOOD**
100 North Main Street
Wildwood, FL 34785
Phone: (352) 330-1330
www.wildwood-fl.gov



AN 2302-002

LUCKY U LANDHOLDING, LLC

PARCELS D29-023 & D29-024

MAP 1B

**LOCATION
MAP**

**MARCH
2023**

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: Surplus of Onan Generator with Transfer Switch from the Old Police Department Building

REQUESTED ACTION: Staff recommends approval.

CONTRACT: Vendor/Entity:
Effective Date: Termination Date:
Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

This resolution declares certain equipment as surplus for March 2023 and determines the means for disposal, which will be an auction through Public Surplus. This Onan generator with transfer switch is being removed from the old police department building.

RESOLUTION NO. R2023-9

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD, FLORIDA DECLARING CERTAIN EQUIPMENT AS SURPLUS; DETERMINING THAT CERTAIN EQUIPMENT IS TO BE DISPOSED OF THROUGH ONLINE AUCTION OR DONATION TO A NONPROFIT ORGANIZATION IF THERE IS A NEED AND JUNK TO BE DISPOSED OF AS TRASH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Wildwood is the owner of certain equipment identified by attached Exhibit A; and

WHEREAS, the City Commission of the City of Wildwood has determined that the equipment is surplus because the equipment is no longer of use by or a benefit to the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WILDWOOD, FLORIDA, THAT:

1. The property identified in attached Exhibit A is hereby declared surplus.
2. The property may be donated to another nonprofit agency that has a need, or auctioned through an online auction company, and items considered junk may be disposed of as trash.
3. This Resolution shall take effect immediately upon its final adoption by the City Commission of the City of Wildwood, Florida.

DONE AND RESOLVED this _____ day of _____, 20____, by the City Commission of the City of Wildwood, Florida.

**CITY COMMISSION
CITY OF WILDWOOD, FLORIDA**

Ed Wolf, Mayor

ATTEST: _____
Susan Patterson, City Clerk

Surplus Vehicles/Equipment City of
Wildwood March 2023

VEHICLE #	YEAR	Equipment and Model #	S/N	DEPT
Onan Gen		Onan Generator w/ transfer switch 80GGHC	C980714173	POLICE

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Pleasantdale Drive Roadway Rehabilitation Project Award in the Amount of \$1,208,827

REQUESTED ACTION: Staff recommends approval.

CONTRACT: Vendor/Entity:
Effective Date: Termination Date:
Managing Division/Department:

BUDGET IMPACT: Funding is available in Capital Improvement Fund Account 301-541-60-6301 - Pleasantdale Rehab

HISTORY/FACTS/ISSUES:

Pleasantdale Drive roadway rehab improvements have been identified in the City's Capital Improvement Project program. The City retained Kimley-Horn to complete the necessary engineering analysis, design, and bid specification to improve the potable water system, stormwater, and roadway condition on Pleasantdale Drive. The construction specifications were completed and bids were solicited in accordance with the design standards. A total of four (4) qualified bids were received and opened on March 9, 2023. DB Civil Construction, LLC provided the lowest bid in the amount of \$1,208,827. Kimley-Horn has reviewed all the submittals to ensure compliance with the bid specification and has provided a letter in support of issuing a Notice of Intent (NOI) to award the project to DB Civil Construction, LLC as the lowest responsive bidder.



March 10, 2023

Mr. Jeremy Hockenbury
City of Wildwood
100 N. Main Street
Wildwood, Florida 34785

**RE: *Pleasantdale Drive Improvements - Bid Recommendation Letter
Kimley-Horn Project No. 142173388***

Dear Mr. Hockenbury:

Kimley-Horn has reviewed the construction bids received for the above referenced Project. As of the deadline on March 9, 2023, at 12:00 PM, four bids were received and as opened at 12:05 PM. The bids received were responsive bids. Attached is a bid tabulation of the submitted bids.

Based upon our review of the documents submitted, DB Civil Construction, LLC. is the lowest responsive bidder with a bid in the amount of \$1,208,827.00. Kimley-Horn does not object to the City of Wildwood issuing a Notice of Intent to Award to DB Civil Construction, LLC. for this Project.

Sincerely,

KIMLEY-HORN

A handwritten signature in blue ink, appearing to read 'Mohammed N. Murad', with a stylized flourish at the end.

Mohammed N. Murad, P.E.

MNM/MVP/sab

Attachment: Bid Tabulation

Cc: File

K:\OCA_Civil\142173388 - Pleasantdale Drive Imp\Bid Admin\Bid Tabs\LCow220310nmn_Recommendation Letter.docx

PLEASANTDALE DRIVE IMPROVEMENTS BID TABULATIONS													
BID NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
ROADWAY & DRAINAGE IMPROVEMENTS						CW Roberts		Art Walker		DB Civil		Marion Rock	
1	MOBILIZATION	1	LS	1	LS	\$ 240,000.00	\$ 240,000.00	\$ 182,888.51	\$ 182,888.51	\$ 95,000.00	\$ 95,000.00	\$ 97,465.00	\$ 97,465.00
2	MAINTENANCE OF TRAFFIC	1	LS	1	LS	\$ 216,500.00	\$ 216,500.00	\$ 127,540.53	\$ 127,540.53	\$ 25,000.00	\$ 25,000.00	\$ 44,885.00	\$ 44,885.00
3	AS-BUILT PLANS AND CONSTRUCTION LAYOUT SURVEY	1	LS	1	LS	\$ 45,000.00	\$ 45,000.00	\$ 49,094.50	\$ 49,094.50	\$ 25,000.00	\$ 25,000.00	\$ 18,350.00	\$ 18,350.00
4	POLLUTION PREVENTION AND CONTROL	1	LS	1	LS	\$ 13,742.00	\$ 13,742.00	\$ 24,050.00	\$ 24,050.00	\$ 2,400.00	\$ 2,400.00	\$ 15,000.00	\$ 15,000.00
5	100% GOPHER TORTOISE SURVEY	1	LS	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 4,550.00	\$ 4,550.00	\$ 4,000.00	\$ 4,000.00	\$ 30,335.00	\$ 30,335.00
6	GOPHER TORTOISE RELOCATIONS AND ASSOCIATED PERMITTING (IF REQUIRED)	3	EA	3	EA	\$ 4,000.00	\$ 12,000.00	\$ 2,600.00	\$ 7,800.00	\$ 8,800.00	\$ 26,400.00	\$ 6,000.00	\$ 18,000.00
7	SEDIMENT BARRIER (STANDARD)	3,020	LF	3,080	LF	\$ 3.25	\$ 10,010.00	\$ 9.75	\$ 30,030.00	\$ 1.50	\$ 4,620.00	\$ 5.00	\$ 15,400.00
8	INLET PROTECTION SYSTEM	9	EA	9	EA	\$ 175.00	\$ 1,575.00	\$ 333.45	\$ 3,001.05	\$ 200.00	\$ 1,800.00	\$ 285.00	\$ 2,565.00
9	CLEARING & GRUBBING	1.89	AC	2.10	AC	\$ 64,553.00	\$ 135,561.30	\$ 172,120.00	\$ 361,452.00	\$ 35,000.00	\$ 73,500.00	\$ 28,400.00	\$ 59,640.00
10	EXCAVATION, REGULAR	3,493	CY	3,840	CY	\$ 19.00	\$ 72,960.00	\$ 44.20	\$ 169,728.00	\$ 22.00	\$ 84,480.00	\$ 28.65	\$ 110,016.00
11	EMBANKMENT, REGULAR	262	CY	520	CY	\$ 15.42	\$ 8,018.40	\$ 25.00	\$ 13,000.00	\$ 22.00	\$ 11,440.00	\$ 33.00	\$ 17,160.00
12	TYPE B STABILIZATION (12")	3,307	SY	3,470	SY	\$ 18.50	\$ 64,195.00	\$ 14.30	\$ 49,621.00	\$ 16.00	\$ 55,520.00	\$ 20.60	\$ 71,482.00
13	OPTIONAL BASE, BASE GROUP 06	2,635	SY	2,770	SY	\$ 26.50	\$ 73,405.00	\$ 34.27	\$ 94,927.90	\$ 25.00	\$ 69,250.00	\$ 25.75	\$ 71,327.50
14	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC LEVEL C (2")	290	TN	305	TN	\$ 150.00	\$ 45,750.00	\$ 296.36	\$ 90,389.80	\$ 185.00	\$ 56,425.00	\$ 185.50	\$ 56,577.50
15	TYPE P-6 MOD CURB INLET (<10') (SEE DETAIL ON PLAN SHEET DR-02)	6	EA	6	EA	\$ 7,400.00	\$ 44,400.00	\$ 11,746.10	\$ 70,476.60	\$ 8,200.00	\$ 49,200.00	\$ 7,300.00	\$ 43,800.00
16	TYPE P-3 CURB INLET (<10')	1	EA	1	EA	\$ 9,300.00	\$ 9,300.00	\$ 10,819.29	\$ 10,819.29	\$ 8,000.00	\$ 8,000.00	\$ 7,000.00	\$ 7,000.00
17	MANHOLES, P-8 (<10')	2	EA	2	EA	\$ 5,600.00	\$ 11,200.00	\$ 9,635.55	\$ 19,271.10	\$ 6,000.00	\$ 12,000.00	\$ 5,925.00	\$ 11,850.00
18	UTILITY CONFLICT MANHOLE	3	EA	3	EA	\$ 11,350.00	\$ 34,050.00	\$ 20,660.46	\$ 61,981.38	\$ 11,000.00	\$ 33,000.00	\$ 10,000.00	\$ 30,000.00
19	PIPE CULVERT, OPTIONAL MATERIAL (ROUND) (18" SD)	1,188	LF	1,188	LF	\$ 97.75	\$ 116,127.00	\$ 150.61	\$ 178,924.68	\$ 100.00	\$ 118,800.00	\$ 53.00	\$ 62,964.00
20	MITERED END SECTION (OPTIONAL ROUND) (18")	1	EA	1	EA	\$ 4,750.00	\$ 4,750.00	\$ 8,613.48	\$ 8,613.48	\$ 2,900.00	\$ 2,900.00	\$ 1,500.00	\$ 1,500.00
21	MIAMI CURB (SEE DETAIL ON PLAN SHEET 04)	2,383	LF	2,383	LF	\$ 37.00	\$ 88,171.00	\$ 35.10	\$ 83,643.30	\$ 24.00	\$ 57,192.00	\$ 25.00	\$ 59,575.00
22	CONCRETE SIDEWALK & DRIVEWAYS (6" THICK)	592	SY	620	SY	\$ 100.00	\$ 62,000.00	\$ 110.50	\$ 68,510.00	\$ 82.00	\$ 50,840.00	\$ 73.00	\$ 45,260.00
23	FENCING, TYPE B, STANDARD (5.1'-6.0')	495	LF	520	LF	\$ 26.50	\$ 13,780.00	\$ 30.75	\$ 15,990.00	\$ 27.00	\$ 14,040.00	\$ 34.00	\$ 17,680.00
24	FENCE GATE, TYPE B, SINGLE, 12.1-18.0' OPENING	1	EA	1	EA	\$ 1,700.00	\$ 1,700.00	\$ 3,575.00	\$ 3,575.00	\$ 2,000.00	\$ 2,000.00	\$ 1,600.00	\$ 1,600.00
25	PERFORMANCE TURF (SOD)	4,965	SY	5,700	SY	\$ 6.75	\$ 38,475.00	\$ 13.00	\$ 74,100.00	\$ 4.00	\$ 22,800.00	\$ 6.70	\$ 38,190.00
26	RAISED PAVEMENT MARKER, TYPE B	6	EA	6	EA	\$ 4.45	\$ 26.70	\$ 7.80	\$ 46.80	\$ 25.00	\$ 150.00	\$ 125.00	\$ 750.00
27	PAINTED PAVEMENT MARKINGS - FINAL SURFACE	1	LS	1	LS	\$ 2,400.00	\$ 2,400.00	\$ 3,250.00	\$ 3,250.00	\$ 700.00	\$ 700.00	\$ 2,935.00	\$ 2,935.00
28	THERMOPLASTIC PAVEMENT MARKINGS (STANDARD-OTHER SURFACES) (WHITE) (SOLID) (24")	10	LF	10	LF	\$ 95.00	\$ 950.00	\$ 19.50	\$ 195.00	\$ 10.00	\$ 100.00	\$ 124.00	\$ 1,240.00
29	THERMOPLASTIC PAVEMENT MARKINGS (STANDARD-OTHER SURFACES) (YELLOW) (SOLID) (6")	100	LF	100	LF	\$ 20.00	\$ 2,000.00	\$ 39.00	\$ 3,900.00	\$ 10.00	\$ 1,000.00	\$ 20.00	\$ 2,000.00
UTILITIES POTABLE WATER									\$ -				
30	EXISTING 2" WATER MAIN TO BE REMOVED	2,445	LF	2,495	LF	\$ 7.75	\$ 19,336.25	\$ 19.00	\$ 47,405.00	\$ 6.00	\$ 14,970.00	\$ 10.00	\$ 24,950.00
31	EXISTING 6" WATER MAIN TO BE REMOVED	50	LF	55	LF	\$ 11.00	\$ 605.00	\$ 67.00	\$ 3,685.00	\$ 12.00	\$ 660.00	\$ 40.00	\$ 2,200.00
32	GROUT FILL 200 LF OF 6" WATER MAIN (SEE SHEETS DM-01 & DM-03)	1	LS	1	LS	\$ 3,300.00	\$ 3,300.00	\$ 8,150.00	\$ 8,150.00	\$ 6,000.00	\$ 6,000.00	\$ 7,500.00	\$ 7,500.00
33	8" C-900 DR-18 PVC WATER MAIN (INCLUDES FITTINGS, RESTRAINTS, APPURTENANCES, ETC)	1,080	LF	1,135	LF	\$ 58.00	\$ 65,830.00	\$ 63.50	\$ 72,072.50	\$ 78.00	\$ 88,530.00	\$ 62.00	\$ 70,370.00
34	SINGLE WATER SERVICE CONNECTION	5	EA	5	EA	\$ 1,600.00	\$ 8,000.00	\$ 2,125.00	\$ 10,625.00	\$ 1,850.00	\$ 9,250.00	\$ 1,400.00	\$ 7,000.00
35	DUAL WATER SERVICE CONNECTION	18	EA	18	EA	\$ 3,000.00	\$ 54,000.00	\$ 3,895.00	\$ 70,110.00	\$ 3,500.00	\$ 63,000.00	\$ 1,700.00	\$ 30,600.00
36	10" HDPE WATER MAIN BY HORIZONTAL DIRECTIONAL DRILL (INCLUDES TRANSITION FITTINGS)	140	LF	150	LF	\$ 330.00	\$ 49,500.00	\$ 170.00	\$ 25,500.00	\$ 130.00	\$ 19,500.00	\$ 185.00	\$ 27,750.00
37	2" POLY WATER MAIN	140	LF	150	LF	\$ 33.50	\$ 5,025.00	\$ 31.50	\$ 4,725.00	\$ 16.00	\$ 2,400.00	\$ 20.00	\$ 3,000.00
38	FIRE HYDRANT RELOCATION	1	EA	1	EA	\$ 4,500.00	\$ 4,500.00	\$ 9,350.00	\$ 9,350.00	\$ 5,000.00	\$ 5,000.00	\$ 3,100.00	\$ 3,100.00
39	FIRE HYDRANT ASSEMBLY	1	EA	1	EA	\$ 8,100.00	\$ 8,100.00	\$ 9,870.00	\$ 9,870.00	\$ 8,000.00	\$ 8,000.00	\$ 8,500.00	\$ 8,500.00
40	8"X12" TAPPING SLEEVE AND VALVE	1	EA	1	EA	\$ 10,000.00	\$ 10,000.00	\$ 10,535.00	\$ 10,535.00	\$ 8,000.00	\$ 8,000.00	\$ 9,000.00	\$ 9,000.00
41	AIR RELEASE VALVE	1	EA	1	EA	\$ 4,400.00	\$ 4,400.00	\$ 5,385.00	\$ 5,385.00	\$ 4,000.00	\$ 4,000.00	\$ 4,500.00	\$ 4,500.00
42	2" LINESSTOP	1	EA	1	EA	\$ 5,500.00	\$ 5,500.00	\$ 7,150.00	\$ 7,150.00	\$ 4,000.00	\$ 4,000.00	\$ 12,500.00	\$ 12,500.00
43	6" LINESSTOP	1	EA	1	EA	\$ 8,800.00	\$ 8,800.00	\$ 11,700.00	\$ 11,700.00	\$ 5,000.00	\$ 5,000.00	\$ 17,750.00	\$ 17,750.00
44	THRUST COLLAR	1	EA	1	EA	\$ 6,600.00	\$ 6,600.00	\$ 5,380.00	\$ 5,380.00	\$ 600.00	\$ 600.00	\$ 2,500.00	\$ 2,500.00
45	TEMPORARY JUMPER CONNECTION	1	EA	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 4,485.00	\$ 4,485.00	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00
46	BACTERIOLOGICAL TESTING	1	LS	1	LS	\$ 1,100.00	\$ 1,100.00	\$ 975.00	\$ 975.00	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00
47	POTABLE PRESSURE TESTING	1	LS	1	LS	\$ 2,800.00	\$ 2,800.00	\$ 2,600.00	\$ 2,600.00	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00
PAYMENT AND PERFORMANCE BOND							\$ 10,900.00		\$ 23,400.00		\$ 13,000.00		\$ 40,575.00
BID TOTAL (WITH OUT ALTERNATIVE)							\$ 1,640,842.65		\$ 2,144,472.42		\$ 1,169,967.00		\$ 1,234,842.00
ALTERNATIVE BID ITEM				QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
48	CONCRETE SIDEWALK & DRIVEWAYS (4" THICK) (ALTERNATE BID ITEM)	637	SY	670	SY	\$ 80.00	\$ 53,600.00	\$ 91.00	\$ 60,970.00	\$ 58.00	\$ 38,860.00	\$ 65.00	\$ 43,550.00
BID TOTAL (WITH ALTERNATIVE)						CW Roberts	\$ 1,694,442.65	Art Walker	\$ 2,205,442.42	DB Civil	\$ 1,208,827.00	Marion Rock	\$ 1,278,392.00

Pleasantdale Drive Improvement Bidders								
Bidder	Stated Bid Total	Actual Bid Total	PUBLIC ENTITY CRIMES	DRUG FREE	Immigration Affidavit	BID BOND	Addendum	References
DB Civil	\$1,208,827.00	\$1,208,827.00	X	X	X	X	X	X
Marion Rock	\$1,278,392.00	\$1,278,392.00	X	X	X	X	X	X
CW Roberts	\$1,694,442.65	\$1,694,442.65	X	X	X	X	X	X
Art Walker	\$2,205,442.42	\$2,205,442.42	X	X	X	X	X	X

SECTION 00300 – BID FORM

1. The undersigned Bidder does hereby declare that he has carefully examined the Invitation to Bid, the Instructions to Bidders, Project Manual and Construction Plans, and project addenda relating to the above-entitled matter and the work and has also examined the site.
2. The undersigned Bidder hereby declares that he has based his proposal on the conditions as they exist on site and has noted all items of work required of the project that is not illustrated on the plans.
3. The undersigned does hereby offer and agree to furnish all materials, to fully and faithfully construct, perform and execute all work in the above titled matter in accordance with the Plans, Drawings and Specifications relating thereto.
4. The undersigned does hereby declare that the prices so stated cover all expenses of every kind incidental to the completion of said work, and the contract therefore, including all claims that may arise through damages or any other causes whatsoever.
5. The undersigned does hereby declare that he shall make no claim on account of minor variation of the approximate estimate in the QUANTITIES or work to be done, nor on account of any misunderstanding or misconception of the nature of the work to be done or the grounds or place where it is to be done.
6. The undersigned does also declare and agree that he will commence the work within ten (10) days after notification by the ENGINEER to do so and will complete the work fully and in every respect on or before the time specified in said contract.
7. The undersigned further agrees that the UNIT PRICES submitted on the Bid Form shall govern all errors in extension or addition and shall void the total base bid submitted on the attached sheet. The corrected extension and addition of all items shall be considered to be the correct base bid for comparison purposes.
8. The undersigned further agrees that the UNIT PRICES submitted on the Bid Form will expire if a contract is not executed within ninety (90) days from the date of bid deadline, and that the Contractor will be fully released from any obligations of this Bid Form.
9. The undersigned agrees that this bid is based on substantially completing the project within sixty (60) calendar days and final completion within ninety (90) calendar days from the date of Notice to Proceed. The Contractor further agrees to pay, as liquidated damages, the sum of one thousand (\$1,000) dollars for each consecutive calendar day thereafter.
10. The Bidder acknowledges having received the following project addenda:

No. <u>1</u> , Date: <u>March 3, 2023</u>	No. _____, Date: _____
No. <u>2</u> , Date: <u>March 6, 2023</u>	No. _____, Date: _____
No. _____, Date: _____	No. _____, Date: _____
11. By submission of this bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor.

PLEASANTDALE DRIVE IMPROVEMENTS BID FORM					
BID NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
ROADWAY & DRAINAGE IMPROVEMENTS					
1	MOBILIZATION	1	LS	95,000.00	95,000.00
2	MAINTENANCE OF TRAFFIC	1	LS	25,000.00	25,000.00
3	AS-BUILT PLANS AND CONSTRUCTION LAYOUT SURVEY	1	LS	25,000.00	25,000.00
4	POLLUTION PREVENTION AND CONTROL	1	LS	2,400.00	2,400.00
5	100% GOPHER TORTOISE SURVEY	1	LS	4,000.00	4,000.00
6	GOPHER TORTOISE RELOCATIONS AND ASSOCIATED PERMITTING (IF REQUIRED)	3	EA	8,800.00	26,400.00
7	SEDIMENT BARRIER (STANDARD)	3,080	LF	1.50	4,620.00
8	INLET PROTECTION SYSTEM	9	EA	200.00	1,800.00
9	CLEARING & GRUBBING	2.10	AC	35,000.00	73,500.00
10	EXCAVATION, REGULAR	3,840	CY	22.00	84,480.00
11	EMBANKMENT, REGULAR	520	CY	22.00	11,440.00
12	TYPE B STABILIZATION (12")	3,470	SY	16.00	55,520.00
13	OPTIONAL BASE, BASE GROUP 06	2,770	SY	25.00	69,250.00
14	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC LEVEL C (2")	305	TN	185.00	56,425.00
15	TYPE P-6 MOD CURB INLET (<10') (SEE DETAIL ON PLAN SHEET DR-02)	6	EA	8,200.00	49,200.00
16	TYPE P-3 CURB INLET (<10')	1	EA	8,000.00	8,000.00
17	MANHOLES, P-8 (<10')	2	EA	6,000.00	12,000.00
18	UTILITY CONFLICT MANHOLE	3	EA	11,000.00	33,000.00
19	PIPE CULVERT, OPTIONAL MATERIAL (ROUND) (18" SD)	1,188	LF	100.00	118,800.00
20	MITERED END SECTION (OPTIONAL ROUND) (18")	1	EA	2,900.00	2,900.00
21	MIAMI CURB (SEE DETAIL ON PLAN SHEET 04)	2,383	LF	24.00	57,192.00
22	CONCRETE SIDEWALK & DRIVEWAYS (6" THICK)	620	SY	82.00	50,840.00
23	FENCING, TYPE B, STANDARD (5.1'-6.0')	520	LF	27.00	14,040.00
24	FENCE GATE, TYPE B, SINGLE, 12 1'-18 0' OPENING	1	EA	2,000.00	2,000.00
25	PERFORMANCE TURF (SOD)	5,700	SY	4.00	22,800.00
26	RAISED PAVEMENT MARKER, TYPE B	6	EA	25.00	150.00
27	PAINTED PAVEMENT MARKINGS - FINAL SURFACE	1	LS	700.00	700.00
28	THERMOPLASTIC PAVEMENT MARKINGS (STANDARD-OTHER SURFACES) (WHITE) (SOLID) (24")	10	LF	10.00	100.00
29	THERMOPLASTIC PAVEMENT MARKINGS (STANDARD-OTHER SURFACES) (YELLOW) (SOLID) (6")	100	LF	10.00	1,000.00
UTILITIES POTABLE WATER					
30	EXISTING 2" WATER MAIN TO BE REMOVED	2,495	LF	6.00	14,970.00
31	EXISTING 6" WATER MAIN TO BE REMOVED	55	LF	12.00	660.00
32	GROUT FILL 200 LF OF 6" WATER MAIN (SEE SHEETS DM-01 & DM-03)	1	LS	6,000.00	6,000.00
33	8" C-900 DR-18 PVC WATER MAIN (INCLUDES FITTINGS, RESTRAINTS, APPURTENANCES, ETC)	1,135	LF	78.00	88,530.00
34	SINGLE WATER SERVICE CONNECTION	5	EA	185.00	925.00
35	DUAL WATER SERVICE CONNECTION	18	EA	3,500.00	63,000.00
36	10" HDPE WATER MAIN BY HORIZONTAL DIRECTIONAL DRILL (INCLUDES TRANSITION FITTINGS)	150	LF	130.00	19,500.00
37	2" POLY WATER MAIN	150	LF	16.00	2,400.00
38	FIRE HYDRANT RELOCATION	1	EA	5,000.00	5,000.00
39	FIRE HYDRANT ASSEMBLY	1	EA	8,000.00	8,000.00
40	8"X12" TAPPING SLEEVE AND VALVE	1	EA	8,000.00	8,000.00
41	AIR RELEASE VALVE	1	EA	4,000.00	4,000.00
42	2" LINESTOP	1	EA	4,000.00	4,000.00
43	6" LINESTOP	1	EA	5,000.00	5,000.00
44	THRUST COLLAR	1	EA	600.00	600.00
45	TEMPORARY JUMPER CONNECTION	1	EA	2,500.00	2,500.00
46	BACTERIOLOGICAL TESTING	1	LS	3,000.00	3,000.00
47	POTABLE PRESSURE TESTING	1	LS	5,000.00	5,000.00
PAYMENT AND PERFORMANCE BOND					13,000.00
BID TOTAL (WITH OUT ALTERNATIVE)					1,169,967.00
ALTERNATIVE BID ITEM		QUANTITY	UNIT	UNIT PRICE	AMOUNT
48	CONCRETE SIDEWALK & DRIVEWAYS (4" THICK) (ALTERNATE BID ITEM)	670	SY	58.00	38,860.00
BID TOTAL (WITH ALTERNATIVE)					1,208,827.00

Lump Sum Grand Total amounts are to be shown in both words and figures. In case of discrepancies, the amount in words will govern.

LUMP SUM GRAND TOTAL: \$ 1,169,967.00

WORDS: one million One hundred sixty nine thousand nine hundred sixty seven —

THIS PROPOSAL DATED THIS ____ day of _____, 2023.

ATTEST:

Witness:

Signature

Victoria Murphy
Printed Name

By:

Authorized Signature (Principal)

Connie Baylor, Manager
Printed Name, Title

DB Civil Construction, LLC
Company Name

Address:

4475 US 1 South, Suite 707

St. Augustine, FL 32086

82-1245533

Employee I.D. No.

CUC1224644

Florida State Certified General
Contractor's License Number

Telephone Number:

386-256-7460

END OF SECTION

SECTION 00302 – PUBLIC ENTITY CRIMES STATEMENT

NOTICE TO BIDDERS: This form must be properly completed, executed, and returned with the bid documents in order for your bid to be considered. Failure to do so will result in automatic disqualification.

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES - THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the City of Wildwood by

Connie Baylor, Manager

(Print Name and Title)

This sworn statement is submitted by DB Civil Construction, LLC

(Print Name of Entity Submitting Sworn Statement)

Whose business address is: 4475 US 1 South, Suite 707, St. Augustine, FL 32086

and (if applicable) its Federal Employer Identification Number (FEIN) is 82-1245533

(If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Section 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record, relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Section 287.133(1) (a), Florida Statutes, means: A predecessor or successor of a person convicted of a public entity crime; or An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal

power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

(Draw a line through paragraph #6 is paragraph #7 below applies)

7. ~~There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____.~~ A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through paragraph #6 is paragraph #7 below applies)

Connie Baylar
(Bidder Signature)

3-8-23
(Date)

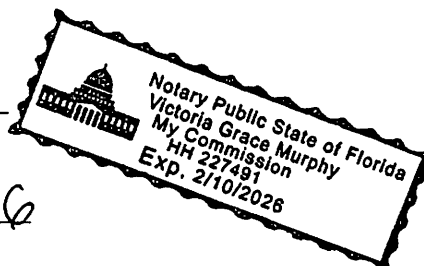
NOTARY PUBLIC

STATE OF FLORIDA

COUNTY OF: St. Johns

Personally appeared before me, the undersigned authority, Connie Baylar who
affixed his/her signature in the space provided above on this 8 day of March, 2023.

[Signature]
(Signature Notary Public)
My commission expires: 2/10/26



(Seal)

END OF SECTION

SECTION 00303 – DRUG FREE WORKPLACE FORM

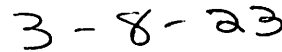
The undersigned vendor in accordance with the Florida Statute 287.087 hereby certifies that
DB Civil Construction, LLC does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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



Bidder's Signature



Date

END OF SECTION

SECTION 00304 - IMMIGRATION AFFIDAVIT CERTIFICATION

This Affidavit is required and should be signed, notarized by an authorized principal of the firm, and submitted with formal Invitations to Bid (ITB's) and Request for Proposals (RFP) submittals. Further, Consultants/Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the Consultant's/bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. Failure to include this Affidavit and acceptable evidence of enrollment in the E-Verify program may deem the Consultant/Bidder's proposal as nonresponsive.

The City of Wildwood will not intentionally award City contracts to any Consultant who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

The City of Wildwood may consider the employment by any Consultant of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by the City of Wildwood.

Consultant attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Consultant's/Bidder's proposal.

Company Name: DB Civil Construction, LLC

Print Name: Connie Baylor

Title: Manager

Signature: Connie Baylor

Date: 3-8-23

State of Florida

County of St. Johns

The foregoing instrument was signed and acknowledged before me this 8 day of March, 2023, by Connie Baylor who is personally known to me or has produced as identification.

Victoria Murphy
(Notary Signature)

Victoria Murphy
(Print or Type Name)

2/10/26

(Commission Expiration Date)



The signee of this affidavit guarantees, as evidenced by the affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

END OF SECTION

SECTION 00652 – REFERENCE FORM
PLEASANTDALE DRIVE IMPROVEMENTS
REFERENCE & SIMILAR PROJECTS FORM

Owner / Business Name: City of St Augustine		
Project Name / Location / Address: Lincolnville Utility Rehab - Riberia – Dehaven Street		
City: St. Augustine	State: Florida	Zip Code: 32086
Point of Contact: Jes Beach	Dates of Work: Start Date: July 2020	
Phone Number: (904) 209-4227	Fax Number: .	
E-mail Address:		
Original Contract Amount: \$1,503,299.00	Final Contract Amount Including all Change Orders:	
Brief Description of Project: 15" & 18" storm, 8" sewer and 6" water		

PLEASANTDALE DRIVE IMPROVEMENTS
REFERENCE & SIMILAR PROJECTS FORM

Owner / Business Name: Putnam County		
Project Name / Location / Address: E Towles Rd Drainage - Putnam County, FL		
City: Palatka	State: Florida	Zip Code: 32177
Point of Contact: Mike Rodriguez		Dates of Work: Start Date: January 2021
Phone Number: (386) 329-0346		Fax Number:
E-mail Address:		
Original Contract Amount: \$407,150.00		Final Contract Amount Including all Change Orders:
Brief Description of Project: Drainage Improvements		

PLEASANTDALE DRIVE IMPROVEMENTS
REFERENCE & SIMILAR PROJECTS FORM

Owner / Business Name: Nassau County		
Project Name / Location / Address: Citrona Storm Drain Repair - Nassau County, FL		
City: Fernandina Beach	State: Florida	Zip Code: 32034
Point of Contact: David Hearn		Dates of Work: Start Date: April 2020
Phone Number: (904) 530 - 6175		Fax Number:
E-mail Address:		
Original Contract Amount: \$104,870.00		Final Contract Amount Including all Change Orders:
Brief Description of Project: Remove and replace a failing cross drain		

This document must be completed and returned with your Submittal.

END OF SECTION

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

DB Civil Construction, LLC
4475 US-1 South, Ste. 707
St. Augustine, FL 32086

SURETY:

(Name, legal status and principal place of business)

Western Surety Company
151 N. Franklin St, 17th Floor
Chicago, IL 60604

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Wildwood
100 N. Main Street
Wildwood, FL 34785

BOND AMOUNT: FIVE PERCENT (5%) of Total Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Pleasantdale Drive Improvements
Wildwood, FL

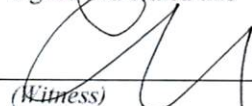
Project Number, if any: Project Number:
142173388

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 3rd day of March, 2023


(Witness)


(Witness) Bridget Truillo

DB Civil Construction, LLC

(Principal)


(Title)

Western Surety Company

(Surety)


(Title) Sean McCauley, Jr. Attorney in Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Claudia Nunez, Sean McCauley Jr, Bridget Truxillo, Benjamin K Farley, Sam Duckett, Katie Rooney, Individually

of Dallas, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of October, 2022.



WESTERN SURETY COMPANY

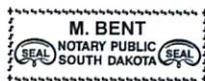
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 10th day of October, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 3rd day of March, 2023



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

NOTARY ACKNOWLEDGEMENT

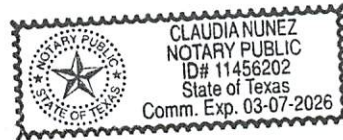
State of Texas

County of Dallas

On this the 3rd day of March, 2023, before me, Claudia Nuñez (name of notary), personally appeared Sean McCauley, Jr., known to me (or satisfactorily proven) to be the person(s) whose name(s) is (is or are) subscribed to the within instrument and acknowledged that he (he/she/they) executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand.

Date: March 3, 2023



Claudia Nuñez
Notary Public

Print Name: Claudia Nuñez

Notary ID: 1145620-2

My Commission Expires:

March 7, 2026

State of Florida



Department of State

I certify from the records of this office that WESTERN SURETY COMPANY is a South Dakota corporation authorized to transact business in the State of Florida, qualified on March 15, 1965.

The document number of this corporation is 818570.

I further certify that said corporation has paid all fees and penalties due this office through December 31, 1994, that its most recent annual report was filed on May 1, 1994, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twelfth day of May, 1994



CR2EO22 (2-91)

Jim Smith
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/13/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Florida, Inc. P.O. Box 2412 Daytona Beach FL 32115-2412		CONTACT NAME: Denise DAbato PHONE (A/C, No, Ext): (386) 239-7281 FAX (A/C, No): (386) 323-9121 E-MAIL ADDRESS: Denise.DAbato@bbrown.com																						
INSURED DB CIVIL CONSTRUCTION, LLC 4475 US-1 SOUTH SUITE 707 ST. AUGUSTINE FL 32086		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Crum & Forster Specialty Insurance Company</td><td>44520</td></tr><tr><td>INSURER B:</td><td>Auto-Owners Insurance Company</td><td>18988</td></tr><tr><td>INSURER C:</td><td>XL Specialty Insurance Company</td><td>37885</td></tr><tr><td>INSURER D:</td><td>Bridgefield Casualty Insurance Company</td><td>10335</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Crum & Forster Specialty Insurance Company	44520	INSURER B:	Auto-Owners Insurance Company	18988	INSURER C:	XL Specialty Insurance Company	37885	INSURER D:	Bridgefield Casualty Insurance Company	10335	INSURER E:			INSURER F:		
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COVERAGES **CERTIFICATE NUMBER:** 2022-23 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			EPK-140198	06/28/2022	06/28/2023	EACH OCCURRENCE \$ 5,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 5,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 5,000,000
☐ POLICY ☒ PROJECT ☐ LOC							PRODUCTS - COMP/OP AGG \$ 5,000,000
OTHER:							Pollution \$ \$5m/\$5m
B	☒ AUTOMOBILE LIABILITY			5185713701	06/28/2022	06/28/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
						PIP \$ 10,000	
	☐ UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ EXCESS LIAB	☐ OCCUR					AGGREGATE \$
	☐ DED	☐ CLAIMS-MADE					\$
	RETENTION \$						
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			196-53348	07/26/2022	07/26/2023	☒ PER STATUTE ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Equipment Floater			UM00116969MA22A	06/28/2022	06/28/2023	Leased/rented \$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Brown & Brown of Florida, Inc.		NAMED INSURED DB CIVIL CONSTRUCTION, LLC
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance: Notes

CURRENT BLANKET POLICY FORMS

GENERAL LIABILITY:

- 1) EN0321-0211 - ADDITIONAL INSURED- OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION
- 2) EN0320-0211 - ADDITIONAL INSURED- OWNERS, LESSEES OR CONTRACTORS - COMPETED OPERATIONS
- 3) EN0109-0211 - WAIVER OF TRANSFER OF RECOVERY AGAINST OTHERS TO US
- 4) EN0118-0211 - PRIMARY AND NONCONTRIBUTORY - NAMED PERSON OR ORGANIZATION
- 5) EN0111-0211 - (ADDITIONAL INSURED - POLLUTION)
- 6) EN0165 0117 (30 DAY NOTICE OF CANCELLATION)

AUTO LIABILITY:

- 1) 58504 0115 - DESIGNATED INSURED FOR COVERED AUTOS LIABILITY - BLANKET COVERAGE
- 2) 58583 0115 - WAIVER OF OUR RIGHT TO RECOVER PAYMENTS (WAIVER OF SUBROGATION) - BLANKET
- 3) 58540 1219 - PRIMARY AND NON-CONTRIBUTORY - BLANKET COVERAGE

EQUIPMENT FLOATER:

- 1) HCM050 0112 - CONTRACTORS EQUIPMENT COVERAGE SOLUTIONS (LOSS PAYEE)

WORKERS COMPENSATION:

- 1) WC000106 0492 - LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT COVERAGE ENDORSEMENT



GREATER ORLANDO
AVIATION AUTHORITY

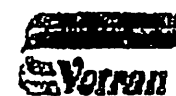
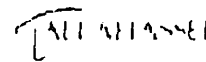


FLORIDA
DEPARTMENT OF
TRANSPORTATION

Florida Unified Certification Program
Disadvantaged Business Enterprise (DBE)
Certificate of Eligibility

DB CIVIL CONSTRUCTION LLC
MEETS THE REQUIREMENTS OF 49 CFR, PART 26
APPROVED NAICS CODES:
237110

Samuel (Sammy) Febres
DBE & Small Business Development Manager
Florida Department of Transportation





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
DB CIVIL CONSTRUCTION, LLC

Filing Information

Document Number	L17000064257
FEI/EIN Number	82-1245533
Date Filed	03/21/2017
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	07/21/2017
Event Effective Date	NONE

Principal Address

4475 US1 South
SUITE 707
ST. AUGUSTINE, FL 32086

Changed: 01/08/2021

Mailing Address

4475 US1 SOUTH
SUITE 707
ST. AUGUSTINE, FL 32086

Changed: 01/08/2021

Registered Agent Name & Address

BAYLOR, DALTON
4475 US1 SOUTH
SUITE 707
ST. AUGUSTINE, FL 32086

Name Changed: 03/09/2020

Address Changed: 01/08/2021

Authorized Person(s) Detail

Name & Address

Title Manager

Title Authorized Member

Annual Reports

Report Year	Filed Date
2021	01/08/2021
2021	02/19/2021
2022	01/25/2022

<u>01/25/2022 – ANNUAL REPORT</u>	View image in PDF format
<u>02/19/2021 – AMENDED ANNUAL REPORT</u>	View image in PDF format
<u>01/08/2021 – ANNUAL REPORT</u>	View image in PDF format
<u>03/31/2020 – AMENDED ANNUAL REPORT</u>	View image in PDF format
<u>03/09/2020 – AMENDED ANNUAL REPORT</u>	View image in PDF format
<u>01/21/2020 – ANNUAL REPORT</u>	View image in PDF format
<u>01/23/2019 – ANNUAL REPORT</u>	View image in PDF format
<u>03/26/2018 – ANNUAL REPORT</u>	View image in PDF format
<u>07/21/2017 – LC Amendment</u>	View image in PDF format
<u>03/21/2017 – Florida Limited Liability</u>	View image in PDF format



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BAYLOR, CONNIE

DB CIVIL CONSTRUCTION, LLC
1142 ATHLONE WAY
ORMOND BEACH FL 32174

LICENSE NUMBER: CUC1224644

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



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State of Florida

Woman Business Certification

DB Civil Construction, LLC

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
05/17/2022 to 05/17/2024



J. Todd Inman
Florida Department of Management Services



Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

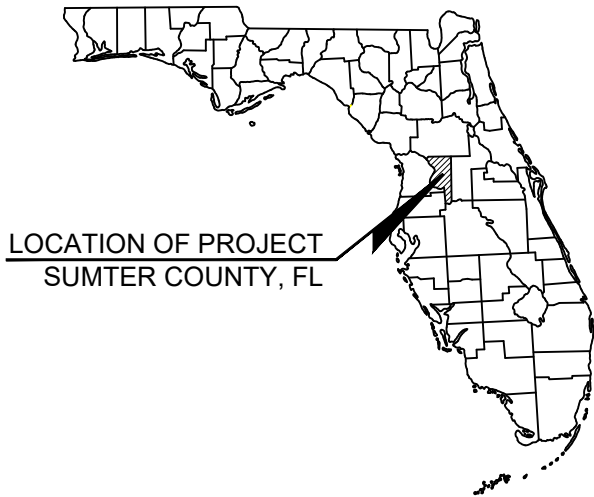


EQUIPMENT LIST

- ❖ Case Mini Ex 37
- ❖ Cat 335
- ❖ Hitachi Mini Ex 35
- ❖ Hitachi Mini Ex 55
- ❖ John Deere 85G
- ❖ LinkBelt 80X3
- ❖ LinkBelt 145X1LC
- ❖ LinkBelt 235
- ❖ Hitachi Loader 80
- ❖ Hitachi Loader 80
- ❖ Hitachi Loader 140
- ❖ Hitachi Loader 180
- ❖ Hitachi Loader ZW156-6
- ❖ Hitachi Loader ZW220-6
- ❖ John Deere Grader 670 GP
- ❖ John Deere Doz. 450
- ❖ Komatsu Doz. P39
- ❖ Cat Skid 289
- ❖ Bobcat Skid T740
- ❖ Bobcat Sweeper attachment
- ❖ Road Hog 48" Milling Head
- ❖ Fecon Mulching Head
- ❖ Sakai Roller SV2040
- ❖ Bomag Roller BW2110-50
- ❖ Hamm Double Roll Drum
- ❖ Laymoor Sweep Master 300
- ❖ Broce Broom BB250
- ❖ Broce Broom BB250
- ❖ Cat Light tower
- ❖ Conex 20' Container

Rentals Available If Needed

Drawing name: K:\OCA_Civil\142173388 - Pleasantdale Drive Imp\CAD\PlanSheets\01COVER.dwg 01 COVER SHEET Feb 01, 2023 10:35am by: Mario.Petrola
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LOCATION OF PROJECT
SUMTER COUNTY, FL

GOVERNING STANDARDS AND SPECIFICATIONS:
THE FLORIDA DEPARTMENT OF TRANSPORTATION,
STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION DATED
FY 2022-23, AND STANDARD SPECIFICATIONS FOR ROAD AND
BRIDGE CONSTRUCTION DATED JANUARY 2023, AS AMENDED BY
CONTRACT DOCUMENTS.

UTILITY AGENCY OWNERS:

CITY WILDWOOD
MARK ODELL
1290 INDUSTRIAL DR
WILDWOOD, FL 32835
(352) 330-1346

CENTURYLINK
HEATHER BLACKBURN
1325 BLAIRSTONE ROAD,
ROOM 113
TALLAHASSEE, FL 32301
(407) 907-9284

CHARTER COMMUNICATIONS
DWAYNE LEACHMAN
730 S MAIN ST
WILDWOOD, FL 34785
(352) 330-2909

DUKE ENERGY DISTRIBUTION
TERRENCE WILLIAMS
515 INDEPENDENCE HIGHWAY
INVERNESS, FL 34453
(352) 341-7514

DUKE ENERGY TRANSMISSION
SCOTT VANVELZOR
(813) 909-1241

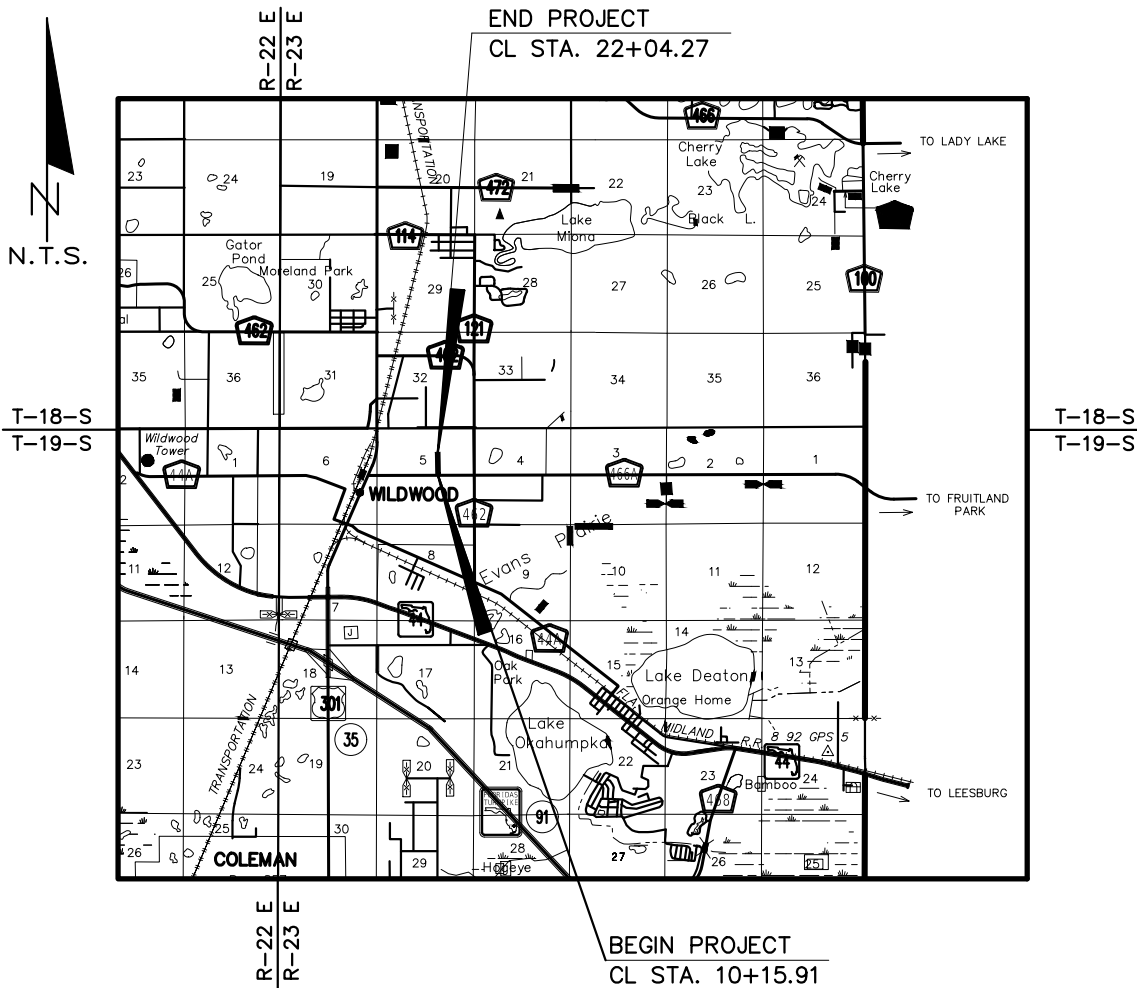


PLEASANTDALE DRIVE IMPROVEMENTS CITY OF WILDWOOD

SECTION 5 TOWNSHIP 19 SOUTH: RANGE 23 EAST
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA



BID PLANS
FEBRUARY 2023



INDEX OF ROADWAY PLANS

- 01 - COVER SHEET
- 02 - GENERAL NOTES
- 03 - GENERAL NOTES & SUMMARY OF PAY ITEMS
- 03A - UTILITY NOTES
- 03B - UTILITY NOTES
- 04 - TYPICAL SECTIONS
- 05 - DRAINAGE MAP
- C-06 - PLAN & PROFILE
- C-07 - PLAN & PROFILE
- C-08 - PLAN & PROFILE
- DR-01 - MISCELLANEOUS CONSTRUCTION DETAILS
- DR-02 - MISCELLANEOUS CONSTRUCTION DETAILS
- DR-02A - CUL DE SAC GRADING DETAILS
- DR-03 - DRAINAGE RETENTION POND
- ER-01 - EROSION CONTROL NOTES
- ER-02 - EROSION CONTROL
- ER-03 - EROSION CONTROL
- DM-01 - DEMOLITION PLAN
- DM-02 - DEMOLITION PLAN
- DM-03 - DEMOLITION PLAN
- UT-01 - WATER MAIN ADJUSTMENT PLAN
- UT-02 - WATER MAIN ADJUSTMENT PLAN
- UT-03 - WATER MAIN ADJUSTMENT PLAN
- UT-04 - WATER MAIN ADJUSTMENT PLAN
- UT-05 - UTILITY DETAILS
- UT-06 - UTILITY DETAILS
- UT-07 - UTILITY DETAILS

TOPOGRAPHIC SURVEY BY CLYMER FARNER BARLEY, INC.
(UNDER A SEPARATE COVER)

PLANS PREPARED BY:

Kimley»Horn

CONSULTING ENGINEERS AND PLANNERS
1700 SE 17TH STREET
SUITE 200
OCALA, FLORIDA 34471
TEL: (352) 438-3000
REGISTRY NO. 35106

NOTE: THE SCALE OF THESE PLANS MAY
HAVE CHANGED DUE TO REPRODUCTION.

Kimley»Horn

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1700 SE 17TH STREET, SUITE 200, OCALA, FL 34471
PHONE: 352-438-3000
WWW.KIMLEY-HORN.COM, REGISTRY 35106

KHA PROJECT 142173388	LICENSED PROFESSIONAL	
	DATE FEBRUARY 2023	NICHOLAS J. MORA, P.E.
SCALE AS SHOWN	DESIGNED BY KHA	FLORIDA LICENSE NUMBER 70697
DRAWN BY KHA	CHECKED BY KHA	DATE:

COVER SHEET

PLEASANTDALE DRIVE
IMPROVEMENTS
PREPARED FOR
CITY OF WILDWOOD
SUMTER COUNTY
FLORIDA

SHEET NUMBER
01

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

Drawing name: K:\OCA_Civil\142173388 - Pleasantdale Drive Imp\CAD\PlanSheets\02 GENERAL NOTES.dwg 02 GENERAL NOTES Feb 01, 2023 10:35am by: Mario.Petrola

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GENERAL NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR EMPLOYING A FLORIDA LICENSED SURVEYOR AND MAPPER FOR CONDUCTING THE FOLLOWING DESCRIBED WORK: EXISTING SECTION CORNERS AND OTHER LAND MARKERS OR MONUMENTS (INCLUDING INDIVIDUAL LOT CORNERS) WHICH ARE LOCATED WITHIN PROPOSED CONSTRUCTION AREA ARE TO BE REFERENCED PRIOR TO CONSTRUCTION AND RESET IN ACCORDANCE WITH CHAPTERS 177 AND 472 OF THE FLORIDA STATUTES AND 5J17.050 OF THE FLORIDA ADMINISTRATIVE CODE.
2. ANY SURVEY MARKER, INCLUDING BUT NOT LIMITED TO SECTION MARKERS, BENCHMARKS, LOT CORNERS, ETC., WHICH ARE DISTURBED DURING CONSTRUCTION SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE PRIOR TO FINAL PAYMENT. RESETTING OF MONUMENTS AND MARKERS SHALL BE PERFORMED BY A PROFESSIONAL LAND SURVEYOR, LICENSED TO PRACTICE IN THE STATE OF FLORIDA.
3. VERTICAL DATA IS NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD '88).
4. ALL STATIONS AND OFFSETS ARE REFERENCED TO CENTERLINE OF CONSTRUCTION.
5. STAGING AND MATERIAL STORAGE SHALL NOT BE CONDUCTED ON ABUTTING PRIVATE PROPERTY WITHOUT WRITTEN APPROVAL FROM THE OWNER.
6. THE CONTRACTOR IS TO MAINTAIN AND KEEP STREET NAME IDENTIFICATION SIGNS VISIBLE DURING CONSTRUCTION OPERATIONS, IN ORDER TO FACILITATE EMERGENCY VEHICLE TRAFFIC. PLACEMENT OF CHANNELIZING DEVICES ARE TO BE IN ACCORDANCE WITH FDOT'S STANDARD PLANS FOR ROAD CONSTRUCTION (INDEX 102-600 SERIES).
7. EROSION CONTROL ITEMS ARE ESTIMATED FOR PREVENTION, CONTROL, ABATEMENT OF EROSION, SEDIMENTATION, AND WATER POLLUTION. THESE ITEMS ARE TO BE USED AT THE LOCATIONS DESCRIBED IN THE CONTRACTOR'S APPROVED EROSION CONTROL PLAN OR AS DIRECTED BY THE PROJECT ENGINEER TO COMPLY WITH ALL FEDERAL, STATE AND LOCAL REGULATIONS.
8. ALL SYNTHETIC BALES, ROCK BAGS AND SILT FENCE, ETC. SHALL BE REMOVED AT THE COMPLETION OF THE PROJECT.
9. THE CONTRACTOR SHALL RESTORE ALL AREAS DISTURBED BY THIS CONSTRUCTION TO A CONDITION EQUAL TO, OR BETTER THAN, CONDITIONS WHICH NOW EXIST, AS DETERMINED BY THE ENGINEER. ALL DISTURBED AREAS ARE TO BE SODDED. DISTURBED AREAS OUTSIDE OF THE PROJECT LIMITS, AS ILLUSTRATED IN THE PLANS, SHALL BE RESTORED AT THE CONTRACTOR'S EXPENSE.
10. MATCH SOD TYPES TO ADJACENT PROPERTIES, IF NO PARTICULAR TYPE IS EVIDENT THEN BAHIA SHALL BE USED.
11. THE CONTRACTOR SHALL FURNISH THE ENGINEER, PRIOR TO INCORPORATION INTO THE PROJECT, A CERTIFICATION FROM THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES DIVISION OF PLANT INDUSTRY, STATING THAT THE SOD, STRAW AND MULCH MATERIALS ARE FREE OF NOXIOUS WEEDS, INCLUDING TROPICAL SODA APPLE.
12. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES TO REMAIN IN PLACE.
13. THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. UTILITIES SHALL REMAIN UNLESS OTHERWISE NOTED.
14. THE CONTRACTOR SHALL HAND EXCAVATE WHEN CONSTRUCTION IS WITHIN 18 INCHES OF EXISTING UTILITIES.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO UTILITIES, STRUCTURES, AND PROPERTY ON AND ADJACENT TO THE SITE CAUSED BY CONSTRUCTION ACTIVITIES.
16. THE CONTRACTOR SHALL NOTIFY UTILITY OWNERS THROUGH SUNSHINE STATE ONE CALL OF FLORIDA (1-800-432-4770) AND UTILITY OWNERS LISTED ON THE COVER SHEET AT LEAST TWO BUSINESS DAYS (OR 10 DAYS IF DIGGING UNDER WATER) IN ADVANCE OF BEGINNING CONSTRUCTION ON THE JOB SITE.



17. PRIOR TO COMMENCEMENT OF ANY EXCAVATION, THE CONTRACTOR SHALL COMPLY WITH FLORIDA STATUTE 553.851 FOR THE PROTECTION OF UNDERGROUND GAS PIPELINES.
18. CONTRACTOR SHALL ADJUST ALL UTILITY LIDS, COVERS, AND MARKERS TO FINISHED GRADE AS REQUIRED.
19. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PRODUCE, SUBMIT, AND OBTAIN APPROVAL OF THE REPRODUCIBLE AS-BUILT DRAWINGS FOR ANY JURISDICTIONAL AGENCIES AS MAY BE REQUIRED.
20. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS, EQUIPMENT SPECIFICATIONS, AND DESIGN DATA FOR MATERIALS PROPOSED FOR THE PROJECT AS REQUIRED PER THE FDOT STANDARD SPECIFICATIONS.
21. TEMPORARY TRAFFIC CONTROL SHALL BE PERFORMED IN ACCORDANCE WITH FY 2022-23 FDOT STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION (INDICES 102-600 THROUGH 106-670 AS APPLICABLE) AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
22. THE CONTRACTOR SHALL SUBMIT THEIR TEMPORARY TRAFFIC CONTROL PLAN TO THE CITY OF WILDWOOD FOR REVIEW AND ACCEPTANCE PRIOR TO CONSTRUCTION.
23. CONTRACTOR SHALL BE RESPONSIBLE FOR CLEARLY IDENTIFYING THE AREA OF CONSTRUCTION AND SAFELY ROUTING ALL VEHICULAR AND PEDESTRIAN TRAFFIC AROUND THE CONSTRUCTED AREA. THE CONSTRUCTION AREA SHALL BE CLEARLY MARKED AT ALL TIMES.
24. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING POSITIVE DRAINAGE OF THE TRAVELWAY AT ALL TIMES.
25. PROJECT AREAS THAT ARE NOT ACTIVE CONSTRUCTION AREAS ARE TO BE KEPT FREE OF CONSTRUCTION DEBRIS AND UNNECESSARY OR CONFLICTING TRAFFIC CONTROL DEVICES.
26. THE TRAFFIC AND TRAVELWAYS SHALL NOT BE ALTERED BY THE CONTRACTOR TO CREATE A WORK ZONE UNTIL ALL LABOR, EQUIPMENT, AND MATERIALS ARE AVAILABLE FOR THE CONSTRUCTION IN THAT AREA.
27. IN THE EVENT OF A HURRICANE OR OTHER EVACUATION NEED, THE CONTRACTOR, UPON NOTIFICATION BY CITY OF WILDWOOD, SHALL COORDINATE THE SECURING OF ALL LOOSE MATERIAL, OPEN CLOSED LANES, BACKFILL EXCAVATION, REMOVE OBSTRUCTIONS TO DRAINAGE AND WATER FLOW, AND TAKE OTHER MEASURES AS DIRECTED BY THE CITY NECESSARY TO PROTECT THE PUBLIC.
28. PLACEMENT OF POST-MOUNTED SIGNS WITHIN THE WORK ZONES SHALL BE IN ACCORDANCE WITH FDOT FY 2022-23 STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION.
29. BURNING WITHIN THE LIMITS OF THE PROPOSED PROJECT IS NOT ALLOWED.
30. CONTRACTOR SHALL BE RESPONSIBLE FOR MOWING AND LITTER REMOVAL AND DISPOSAL WITHIN THE RIGHT-OF-WAY AND CONSTRUCTION AREAS UNTIL PROJECT IS ACCEPTED BY THE CITY OF WILDWOOD. MOWING AND LITTER REMOVAL AND DISPOSAL CYCLES SHALL NOT BE LONGER THAN 30 DAYS.
31. CONCRETE THICKNESS FOR SIDEWALK, CURB RAMPS, AND DRIVEWAYS SHALL BE IN ACCORDANCE WITH THE FDOT FY 2022-23 STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION.
32. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN TRAFFIC ACCESS TO RESIDENCES DURING THE CONSTRUCTION OF THE PROJECT.
33. ALL EXISTING STORM WATER DRAINAGE PATTERNS AND CHANNELS OUTSIDE THE CONSTRUCTION AREAS SHOWN ON THESE PLANS ARE TO BE MAINTAINED. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IF THE WORK APPEARS TO INTERRUPT AN EXISTING STORM WATER DRAINAGE PATTERN. THE CONTRACTOR SHALL MAINTAIN A CLEAR PATH FOR ALL SURFACE WATER DRAINAGE STRUCTURES AND DITCHES DURING ALL PHASES OF CONSTRUCTION SUCH THAT IMPACT TO CONSTRUCTION AND/OR SURROUNDING FACILITIES IS MINIMIZED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY EROSION, SEDIMENT TRANSPORT, DISTURBED FOUNDATIONS, IMPACT TO STRUCTURES, AND ANY OTHER DAMAGE CAUSED DURING CONSTRUCTION.
34. CONTRACTOR SHALL CLEAR AND GRUB CONSTRUCTION AREAS BEFORE FILL IS PLACED. ALL AREAS TO RECEIVE FILL SHALL BE STRIPPED OF ALL VEGETATION AND TOPSOIL AND PROOF ROLLED PRIOR TO PLACING CLEAN FILL.
35. THE CONTRACTOR SHALL HAUL EXCESS MATERIALS OFF THE JOB SITE. IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO DISPOSE OF ALL EXCESS MATERIAL AFTER IT IS DETERMINED THAT IT IS NO LONGER NEEDED ON THE JOB.

PLEASANTDALE DRIVE IMPROVEMENTS PREPARED FOR CITY OF WILDWOOD SUMTER COUNTY FLORIDA		GENERAL NOTES		KHA PROJECT 142173388 DATE FEBRUARY 2023 SCALE AS SHOWN DESIGNED BY KHA DRAWN BY KHA CHECKED BY KHA		LICENSED PROFESSIONAL NICHOLAS J. MORA, P.E. FLORIDA LICENSE NUMBER 70697 DATE:		Kimley»Horn © 2023 KIMLEY-HORN AND ASSOCIATES, INC. 1700 SE 17TH STREET, SUITE 200, OCALA, FL 34471 PHONE: 352-438-3000 WWW.KIMLEY-HORN.COM, REGISTRY 35106		No. REVISIONS DATE	
SHEET NUMBER 02										02-01-23 KHA	

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GENERAL NOTES CONT.:

36. IF A SINKHOLE IS ENCOUNTERED WITHIN THE LIMITS OF THE PROJECT, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE CITY OF WILDWOOD AND THE ENGINEER OF RECORD. WITHIN 48 HOURS OF DISCOVERY, THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (SWFWMD) SHALL BE NOTIFIED. A LICENSED QUALIFIED GEOTECHNICAL PROFESSIONAL MUST PROVIDE A REPAIR PLAN TO THE DISTRICT FOR APPROVAL PRIOR TO THE SINKHOLE BEING REPAIRED. UPON COMPLETION OF THE SINKHOLE REPAIR, A LICENSED QUALIFIED PROFESSIONAL MUST CERTIFY THE REPAIR COMPLETE IN ACCORDANCE WITH THE APPROVED REPAIR PLAN.
37. CONTRACTOR SHALL COORDINATE ALL CONSTRUCTION WITH OTHER WORK WHICH MAY BE ONGOING ADJACENT TO, OR AFFECTING, THIS CONSTRUCTION. CONTRACTOR SHALL COOPERATE WITH OTHER CONTRACTORS AND ALL AFFECTED UTILITY COMPANIES..

ROADWAY ADA NOTES:

1. THE PROJECT SHALL BE CONSTRUCTED TO MEET THE 2010 ADA STANDARD FOR ACCESSIBLE DESIGN.
2. CURB RAMPS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE FDOT STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION DATED FY 2022-23.
3. BEFORE PLACING PAVEMENT, CONTRACTOR SHALL VERIFY THAT SUITABLE ACCESSIBLE PEDESTRIAN ROUTES EXIST ALONG SIDEWALKS, CROSSWALKS, AND ACCESSIBLE ROUTES. IN NO CASE SHALL AN ACCESSIBLE RAMP SLOPE EXCEED 1 VERTICAL TO 12 HORIZONTAL. IN NO CASE SHALL SIDEWALK OR CROSSWALK CROSS SLOPE EXCEED 2.0 PERCENT. IN NO CASE SHALL LONGITUDINAL SIDEWALK SLOPE EXCEED 5.0 PERCENT.
4. CONTRACTOR SHALL TAKE FIELD SLOPE MEASUREMENTS ON FINISHED SUBGRADE AND FORM BOARDS PRIOR TO PLACING PAVEMENT TO VERIFY THAT ADA SLOPE REQUIREMENTS ARE PROVIDED. CONTRACTOR SHALL CONTACT ENGINEER PRIOR TO PAVING IF ANY EXCESSIVE SLOPES ARE ENCOUNTERED. NO CONTRACTOR CHANGE ORDERS WILL BE ACCEPTED FOR ADA SLOPE COMPLIANCE ISSUES.

GOPHER TORTOISE SURVEY AND RELOCATION NOTES:

1. NO GOPHER TORTOISE BURROWS WERE OBSERVED DURING FIELD RECONNAISSANCE; HOWEVER, HABITAT FOR THE TORTOISE DOES EXIST WITHIN THE PROJECT SITE. IF GOPHER TORTOISE BURROWS ARE WITHIN 25 FEET OF PROJECT CONSTRUCTION, A FWC GOPHER TORTOISE RELOCATION PERMIT WILL BE REQUIRED TO EXCAVATE AND RELOCATE THE GOPHER TORTOISES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONDUCTING A 100% GOPHER TORTOISE SURVEY OF THE PROJECT AREA A MAXIMUM OF 90 DAYS PRIOR TO CONSTRUCTION.

TREE PROTECTION:

1. CONSTRUCTION ACTIVITY SHALL NOT DESTROY OR IRREVERSIBLY HARM THE ROOT SYSTEM OF PROTECTED TREES. POST HOLES AND TRENCHES LOCATED CLOSE TO PROTECTED TREES SHALL BE ADJUSTED TO AVOID DAMAGE TO MAJOR ROOTS.
2. WHEN THE TREE ROOT ZONE WILL BE DISTURBED, AFFECTED ROOTS MUST BE SEVERED BY CLEAN PRUNING CUTS AT THE POINT WHERE CONSTRUCTION IMPACTS THE ROOTS.

QUANTITY & PAY ITEMS:

BID NUMBER	FOOT PAY ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT
ROADWAY & DRAINAGE IMPROVEMENTS				
1	101-1	MOBILIZATION	1	LS
2	102-1	MAINTENANCE OF TRAFFIC	1	LS
3	N/A	AS-BUILT PLANS AND CONSTRUCTION LAYOUT SURVEY	1	LS
4	N/A	POLLUTION PREVENTION AND CONTROL	1	LS
5	N/A	100% GOPHER TORTOISE SURVEY	1	LS
6	N/A	GOPHER TORTOISE RELOCATIONS AND ASSOCIATED PERMITTING (IF REQUIRED)	3	EA
7	104-10-3	SEDIMENT BARRIER (STANDARD)	3,080	LF
8	104-18	INLET PROTECTION SYSTEM	9	EA
9	110-1-1	CLEARING & GRUBBING	2.10	AC
10	120-1	EXCAVATION, REGULAR	3,840	CY
11	120-6	EMBANKMENT, REGULAR	520	CY
12	160-4	TYPE B STABILIZATION (12")	3,470	SY
13	285-706	OPTIONAL BASE, BASE GROUP 06	2,770	SY
14	334-1-13	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC LEVEL C (2")	305	TN
15	N/A	TYPE P-6 MOD CURB INLET (<10') (SEE DETAIL ON PLAN SHEET DR-02)	6	EA
16	425-1-331	TYPE P-3 CURB INLET (<10')	1	EA
17	425-2-61	MANHOLES, P-8 (<10')	2	EA
18	N/A	UTILITY CONFLICT MANHOLE	3	EA
19	430-174-118	PIPE CULVERT, OPTIONAL MATERIAL (ROUND) (18" SD)	1,188	LF
20	430-982-125	MITERED END SECTION (OPTIONAL ROUND) (18")	1	EA
21	N/A	MIAMI CURB (SEE DETAIL ON PLAN SHEET 04)	2,383	LF
22	522-2	CONCRETE SIDEWALK & DRIVEWAYS (6" THICK)	620	SY
23	550-10-220	FENCING, TYPE B, STANDARD (5.1'-6.0')	520	LF
24	550-60-213	FENCE GATE, TYPE B, SINGLE, 12.1-18.0' OPENING	1	EA
25	570-1-2	PERFORMANCE TURF (SOD)	6,370	SY
26	706-1-3	RAISED PAVEMENT MARKER, TYPE B	6	EA
27	710-90	PAINTED PAVEMENT MARKINGS - FINAL SURFACE	1	LS
28	711-11-125	THERMOPLASTIC PAVEMENT MARKINGS (STANDARD-OTHER SURFACES) (WHITE) (SOLID) (24")	10	LF
29	711-16-201	THERMOPLASTIC PAVEMENT MARKINGS (STANDARD-OTHER SURFACES) (YELLOW) (SOLID) (6")	100	LF
UTILITY IMPROVEMENTS				
30	N/A	EXISTING 2" WATER MAIN TO BE REMOVED	2,495	LF
31	N/A	EXISTING 6" WATER MAIN TO BE REMOVED	55	LF
32	N/A	GROUT FILL 200 LF OF 6" WATER MAIN (SEE SHEETS DM-01 & DM-03)	1	LS
33	N/A	8" C-900 DR-18 PVC WATER MAIN (INCLUDES FITTINGS, RESTRAINTS, APPURTENANCES, ETC)	1,135	LF
34	N/A	SINGLE WATER SERVICE CONNECTION	5	EA
35	N/A	DUAL WATER SERVICE CONNECTION	18	EA
36	N/A	10" HDPE WATER MAIN BY HORIZONTAL DIRECTIONAL DRILL (INCLUDES TRANSITION FITTINGS)	150	LF
37	N/A	2" POLY WATER MAIN	150	LF
38	N/A	FIRE HYDRANT RELOCATION	1	EA
39	N/A	FIRE HYDRANT ASSEMBLY	1	EA
40	N/A	8"x12" TAPPING SLEEVE AND VALVE	1	EA
41	N/A	AIR RELEASE VALVE	1	EA
42	N/A	2" LINESSTOP	1	EA
43	N/A	6" LINESSTOP	1	EA
44	N/A	THRUST COLLAR	1	EA
45	N/A	TEMPORARY JUMPER CONNECTION	1	EA
46	N/A	BACTERIOLOGICAL TESTING	1	LS
47	N/A	POTABLE PRESSURE TESTING	1	LS
ALTERNATIVE BID ITEMS				
48	522-1	CONCRETE SIDEWALK & DRIVEWAYS (4" THICK) (ALTERNATE BID ITEM)	670	SY

PAY ITEM FOOTNOTES

BID ITEM NO.	FDOT ITEM NO.	PAY ITEM NOTE
2	102-1	THE CONTRACTOR IS REQUIRED TO SUBMIT A DETAILED TEMPORARY TRAFFIC CONTROL PLAN SIGNED & SEALED BY A FLORIDA PROFESSIONAL ENGINEER WHICH DEFINES THE PROPOSED TRAFFIC PATTERNS FOR ALL PHASES OF CONSTRUCTION. PROVISIONS FOR TEMPORARY DRAINAGE AS WELL AS MAINTAINING ACCESS TO ALL PROPERTIES SHALL BE INCLUDED AND DEFINED WITHIN THE PLAN. THE COST OF THIS ITEM SHALL INCLUDE ALL LABOR, MATERIAL AND AND TEMPORARY TRAFFIC CONTROL EQUIPMENT NECESSARY TO IMPLEMENT AND MAINTAIN THE APPROVED TEMPORARY TRAFFIC CONTROL PLAN INCLUDING BUT NOT LIMITED TO DETOURS, TRAFFIC CONTROL OFFICERS, TEMPORARY PAVEMENT, TEMPORARY SIGNALIZATION AND MAINTENANCE AND TEMPORARY DRAINAGE. TEMPORARY TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE CURRENT EDITION OF MUTCD, FDOT FY 2022-23 STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION AND THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION JULY 2022. THIS PAY ITEM ALSO INCLUDES LITTER REMOVAL AND DISPOSAL AND MOWING AS REQUIRED PER SECTION 107 OF THE JANUARY 2023 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
9	110-1-1	INCLUDES THE COST OF ALL LABOR AND EQUIPMENT NECESSARY TO REMOVE AND DISPOSE OF EXISTING CONCRETE PAVEMENT, CURBING, AND EXISTING FLEXIBLE PAVEMENT AND BASE.
20	430-982-125	INCLUDES THE COST OF 10'X10' RIP-RAP PAD
30-47	N/A	ALL UTILITY CONSTRUCTION SHALL BE DONE TO MEET THE CITY OF WILDWOOD CONSTRUCTION STANDARDS AND SPECIFICATIONS.

[illegible]

C. 1. HYDROSTATIC TESTING SHALL BE PERFORMED AT 150 PSI. MAINTAIN THE TEST PRESSURE FOR AT LEAST 2 HOURS AND UNTIL ALL EXPOSED PORTIONS OF THE PIPE HAVE BEEN INSPECTED FOR WATER-TIGHTNESS. TESTING SHALL BE IN ACCORDANCE WITH THE APPLICABLE PROVISIONS AS SET FORTH IN SECTION 13 OF AWWA STANDARD C600. THE ALLOWABLE RATE OF LEAKAGE SHALL BE LESS THAN THE NUMBER OF GALLONS PER HOUR DETERMINED BY THE FOLLOWING FORMULA:

L = ALLOWABLE LEAKAGE IN GALLONS PER HOUR

D = NOMINAL DIAMETER OF THE PIPE IN INCHES

GAUGE

10. DETECTABLE BURIED WARNING TAPE AND COPPER LOCATION WIRE:

A. DETECTABLE BURIED PIPE WARNING TAPE SHALL BE 2 INCHES MINIMUM WIDTH, LONG LASTING PLASTIC WITH METALIZED FOIL CORE SPECIFICALLY DESIGNED FOR NON-METALLIC PIPES AND SHALL BE PLACED OVER ALL PVC WATER LINES AND FITTINGS. METALIZED CORE SHALL BE DETECTABLE TO DEPTHS OF UP TO 6 FEET BY USE OF COMMERCIALY AVAILABLE PIPE LOCATION EQUIPMENT. TAPE SHALL BE FURNISHED IN MANUFACTURER'S STANDARD COLOR AND ROLL LENGTH AND SHALL BE IMPRINTED CONTINUOUSLY WITH THE FOLLOWING WORDS UNLESS OTHERWISE APPROVED: CAUTION BURIED FORCE MAIN BELOW.

B. IN ADDITION TO THE INSTALLATION OF THE DETECTABLE BURIED WARNING TAPE OVER ALL PVC SEWER LINES, THE CONTRACTOR SHALL INSTALL AN 8 GAUGE INSULATED COPPER WIRE DIRECTLY ON TOP OF ALL PVC SEWER LINES AND TAPED EVERY TEN FEET FOR LOCATION PURPOSES. THE WIRE SHALL BE CONTINUOUS AND ALL CONNECTIONS TAPED. THREE FEET OF EXCESS WIRE SHALL BE LEFT IN ALL VALVE BOXES.

11. ALL DIRECTIONAL DRILLING CONSTRUCTION SHALL BE IN ACCORDANCE WITH SECTION 555 OF THE FDOT STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION) AND THE CONTRACT SPECIFICATIONS.

12. DISINFECTING:

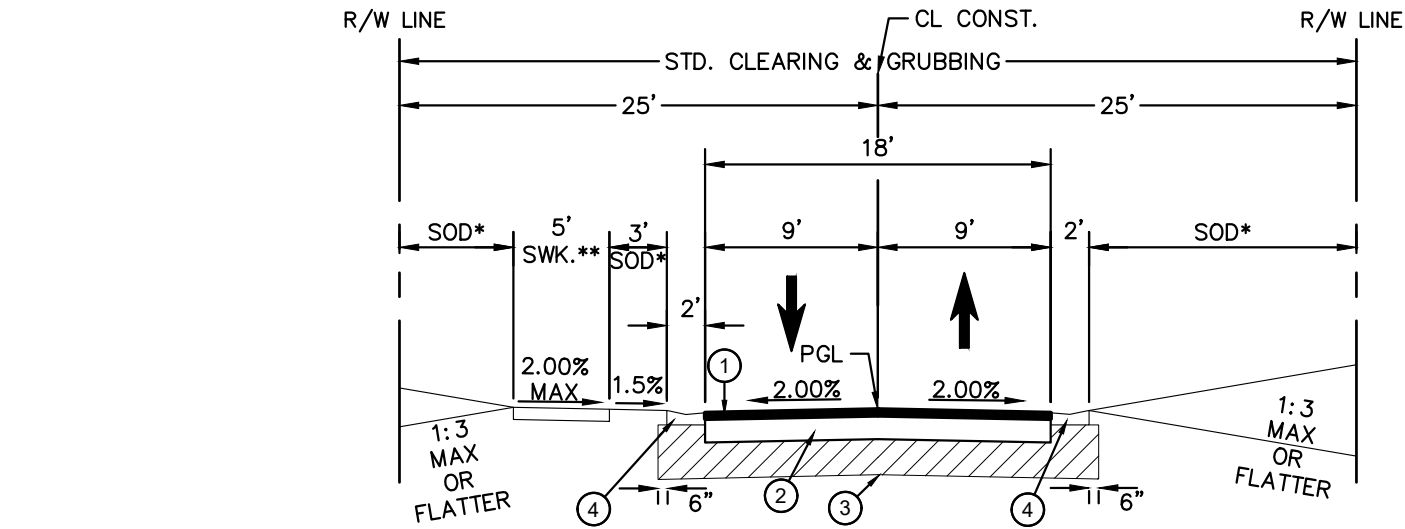
A. DISINFECTING THE WATER MAIN AND CONDUCTING BACTERIOLOGICAL SURVEYS AND EVALUATIONS MUST BE DONE IN ACCORDANCE WITH AWWA C551.

B. UPON COMPLETION OF THE FLUSHING AND DISINFECTION OF THE WATER LINES, THE CONTRACTOR SHALL HAVE WATER SAMPLES TESTED FOR BACTERIOLOGICAL MAIN CLEARANCE IN ACCORDANCE WITH F.A.C. 62-55.315(6), 62-555.330 AND THE PROJECT SPECIFIC FDEP PERMIT REQUIREMENTS.

13. SEPARATION REQUIREMENTS:

A. THE LOCATION OF PUBLIC WATER SYSTEM MAINS SHOULD BE IN ACCORDANCE WITH F.A.C. RULE 62-55.314.

SHEET NUMBER		03B	
PLEASANTDALE DRIVE IMPROVEMENTS		UTILITY NOTES	
PREPARED FOR CITY OF WILDWOOD		KHA PROJECT 142173388	
SUMTER COUNTY		DATE	
FLORIDA		FEBRUARY 2023	
		SCALE AS SHOWN	
		DESIGNED BY KHA	
		DRAWN BY KHA	
		CHECKED BY KHA	
		DATE:	
		LICENSED PROFESSIONAL	
		NICHOLAS J. MORA, P.E.	
		FLORIDA LICENSE NUMBER 70697	
		© 2023 KIMLEY-HORN AND ASSOCIATES, INC. 1700 SE 17TH STREET, SUITE 200, OCALA, FL 34471 PHONE: 352-438-3000 WWW.KIMLEY-HORN.COM, REGISTRY 35106	
		Kimley»»Horn	
		BID SET No. REVISIONS	
		02-01-23 KHA	
		DATE BY	

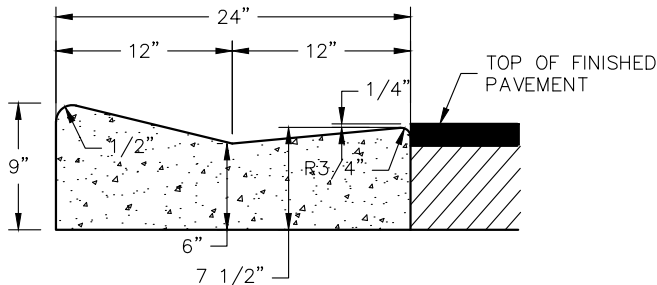


TYPICAL SECTION
PLEASANTDALE DRIVE
DESIGN SPEED 25 MPH
STA. 10+15.91 to STA. 21+12.13

PAVEMENT DESIGN

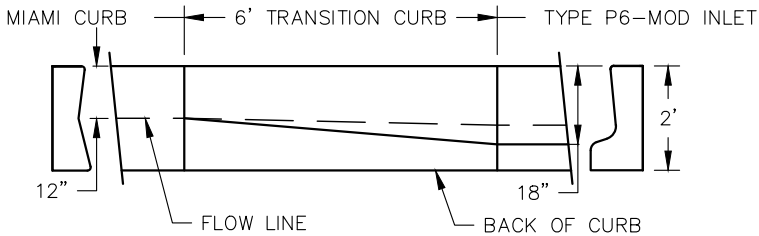
- ① TYPE SP STRUCTURAL COURSE (TRAFFIC LEVEL C) (2")
- ② LIMEROCK BASE (LBR 100, 98% AASHTO T-180) (8")
- ③ TYPE B STABILIZATION (LBR 40 MINIMUM) (12")
- ④ MIAMI CURB (SEE DETAIL)

- * 6" THICK CONCRETE AT DRIVEWAY LOCATIONS (SEE PLAN AND PROFILE SHEETS FOR LIMITS)
- ** 5' WIDE CONCRETE SIDEWALK IS AN ADD ALTERNATE ITEM. IF SIDEWALK IS NOT CONSTRUCTED, A 5' WIDE SODDED AREA SHOULD BE PROVIDED AT A 1.5% SLOPE.



ALL CONCRETE SHALL BE 3,000 PSI

MIAMI CURB
N.T.S.



PLAN VIEW

**TRANSITION MIAMI CURB TO
TYPE "P6-MOD" INLET**
N.T.S.

KHA PROJECT 142173388				LICENSED PROFESSIONAL			
DATE FEBRUARY 2023				NICHOLAS J. MOFA, P.E.			
SCALE AS SHOWN				FLORIDA LICENSE NUMBER 70697			
DESIGNED BY KHA				DATE:			
DRAWN BY KHA				CHECKED BY KHA			
SHEET NUMBER 04				REVISIONS			
PLEASANTDALE DRIVE IMPROVEMENTS PREPARED FOR CITY OF WILDWOOD				DATE			
SUMTER COUNTY FLORIDA				BY			

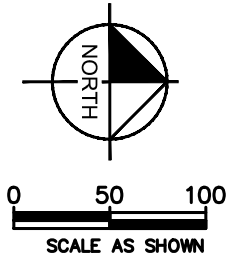
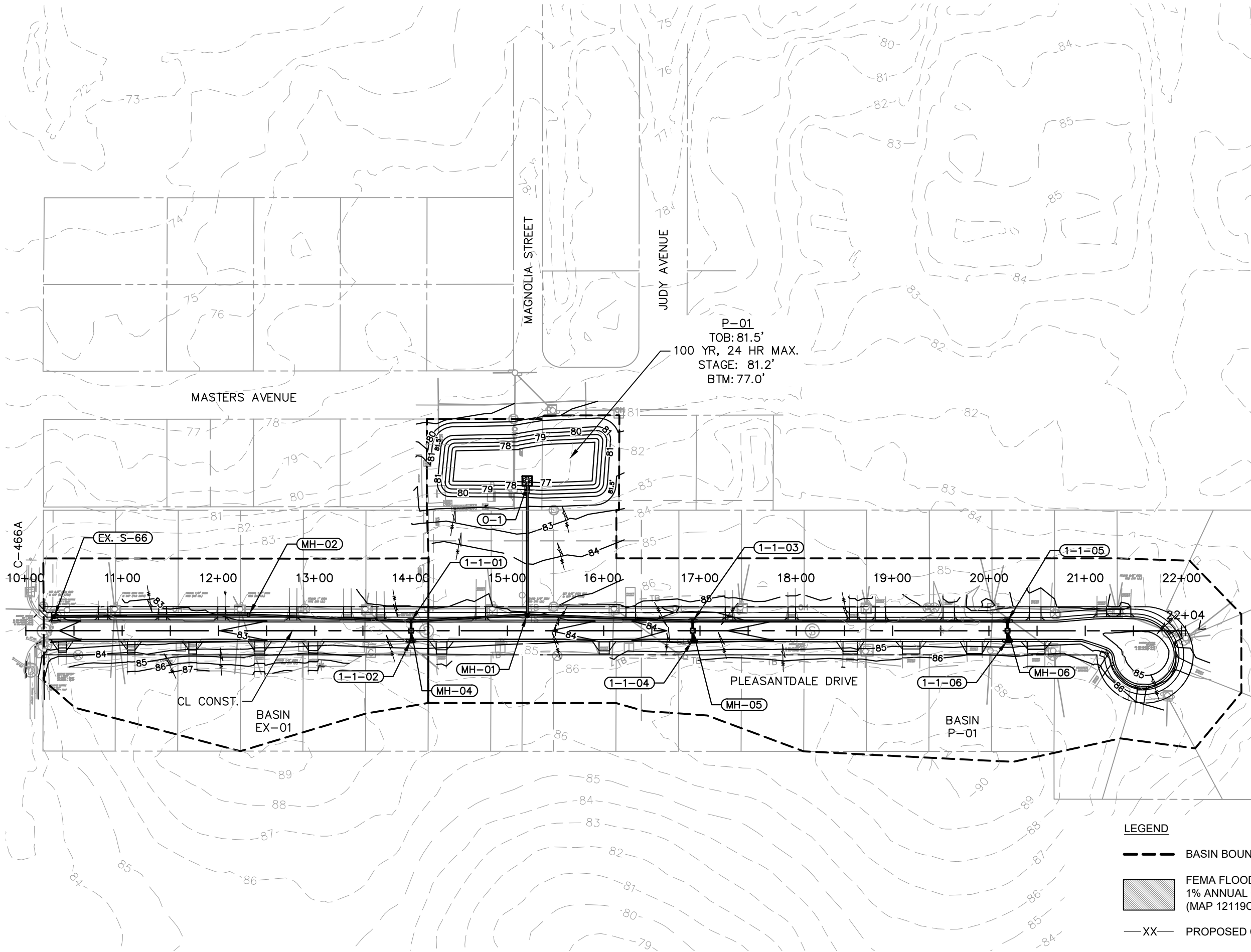
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SUMTER COUNTY FLORIDA				BY			

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**TYPICAL
SECTIONS**

PLEASANTDALE DRIVE
IMPROVEMENTS
PREPARED FOR
CITY OF WILDWOOD
SUMTER COUNTY
FLORIDA

SHEET NUMBER
04



LEGEND

- BASIN BOUNDARY
- FEMA FLOOD ZONE A, SUBJECT TO 1% ANNUAL CHANCE FLOOD (MAP 12119C0137D, SEPT 27, 2013)
- XX— PROPOSED CONTOUR
- XX— EXISTING CONTOUR

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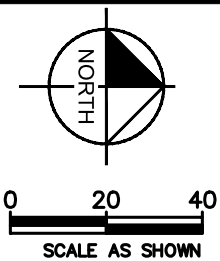
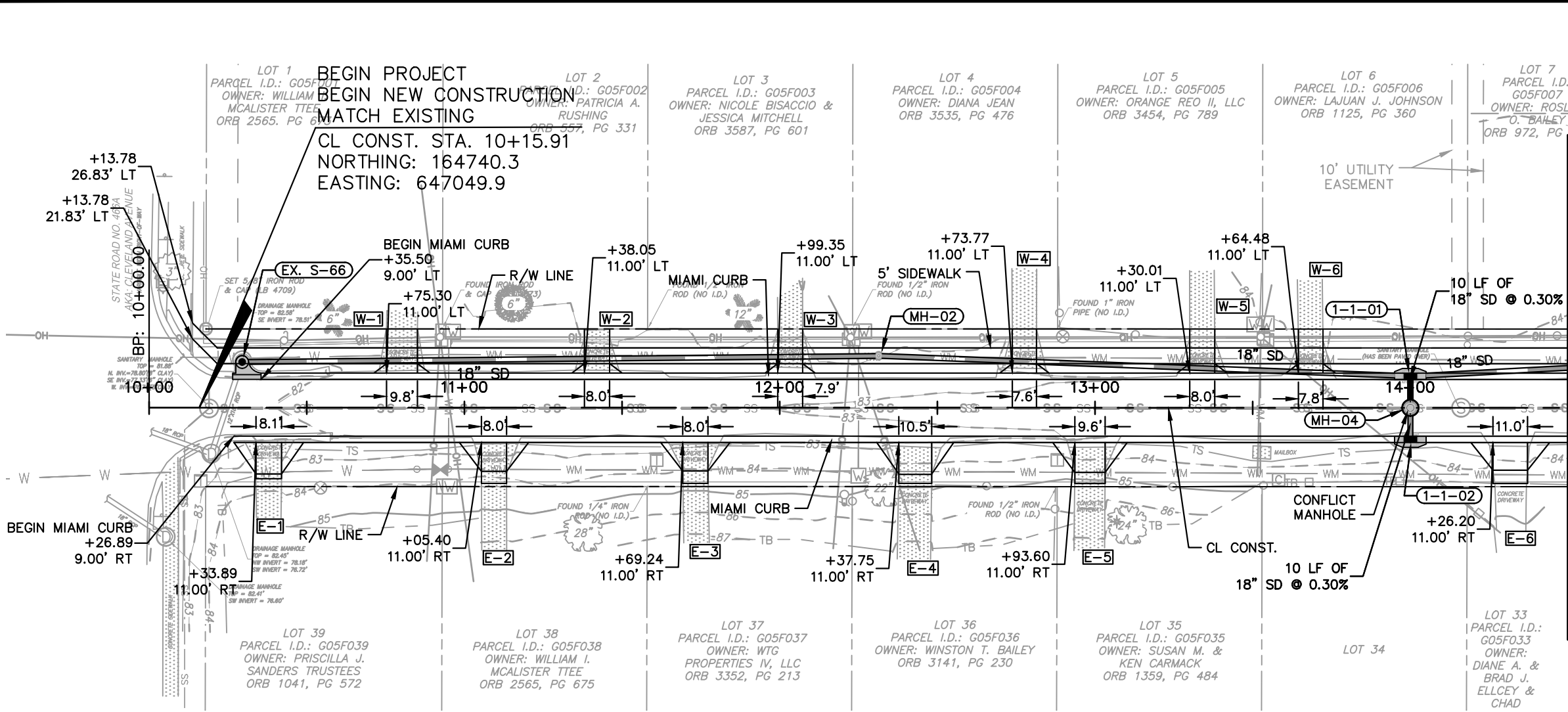
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142173388	NICHOLAS J. MORA, P.E.
DATE	FLORIDA LICENSE NUMBER
FEBRUARY 2023	70697
SCALE AS SHOWN	DATE:
DESIGNED BY KHA	
DRAWN BY KHA	
CHECKED BY KHA	

PLEASANTDALE DRIVE IMPROVEMENTS
PREPARED FOR
CITY OF WILWOOD

SUMTER COUNTY
FLORIDA

SHEET NUMBER
05



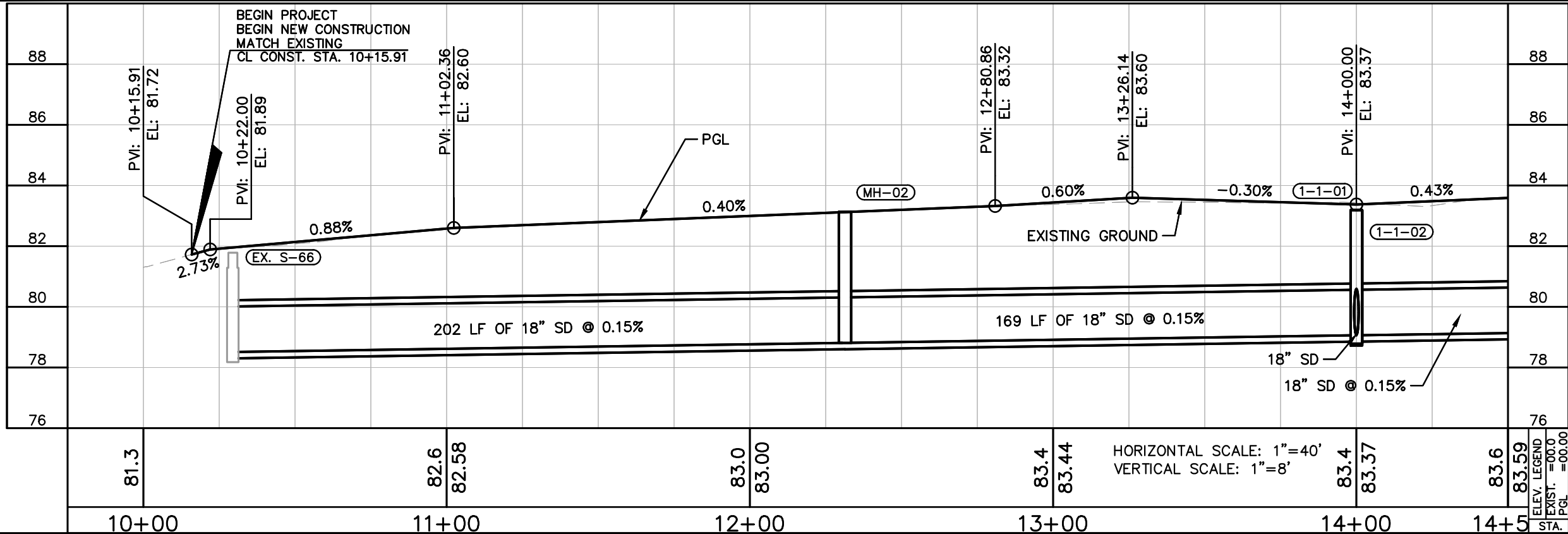
MATCH LINE 14+50

MH-02
FDOT TYPE P-8 MANHOLE
PER FDOT INDEXES
425-001 & 425-010
STA: 12+31.37, 16.46'LT
RIM: 83.13
INV IN: 78.81 18" SD N
INV OUT: 78.81 18" SD S

1-1-01
TYPE 6 MOD INLET
PER DETAIL SD-4.7
(SEE SHEET DR-02)
STA: 14+00, 10.25'LT
EOP: 83.19
INV IN: 79.06 18" SD E
INV IN: 79.06 18" SD N
INV OUT: 79.06 18" SD S

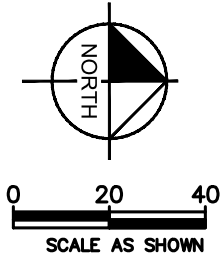
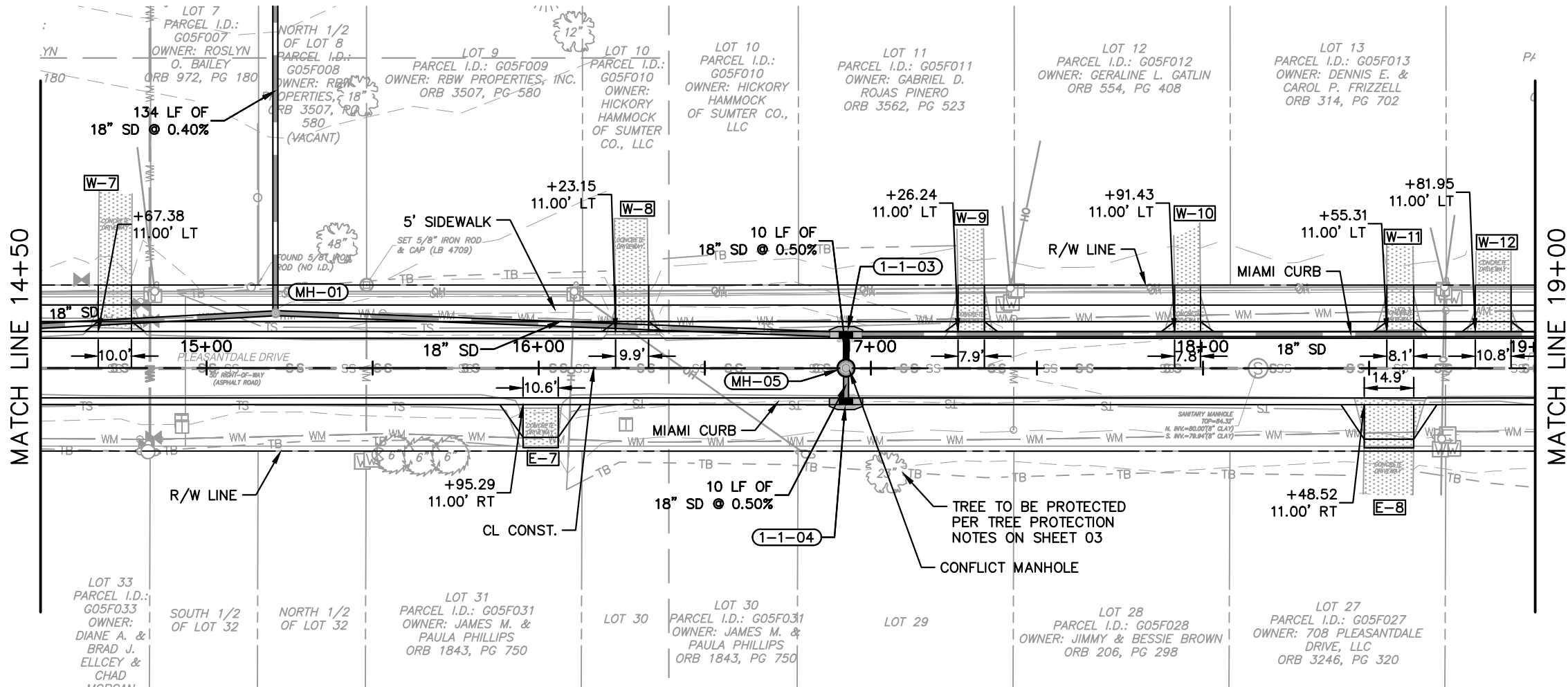
1-1-02
TYPE 6 MOD INLET
PER DETAIL SD-4.7
(SEE SHEET DR-02)
STA: 14+00, 10.25'RT
EOP: 83.19
INV OUT: 79.12 18" SD W

EX. S-66
REMOVE EXISTING INLET
INSTALL NEW TYPE P-3 INLET
PER FDOT DETAIL 425-020
STA: 10+29.50, 15.05'LT
EOP: 81.78
INV IN: 78.51 18" SD N
EX. INV OUT: ±78.51 12"x18" RCP SE



MH-04
CONFLICT UTILITY MANHOLE
SEE UT-07 FOR DETAIL
STA: 14+00, 0.00'
RIM: 83.37
INV IN: 79.09 18" SD E
INV OUT: 79.09 18" SD W
INV IN: 79.84 8" PVC S
(SANITARY)
INV OUT: 79.84 8" PVC N
(SANITARY)

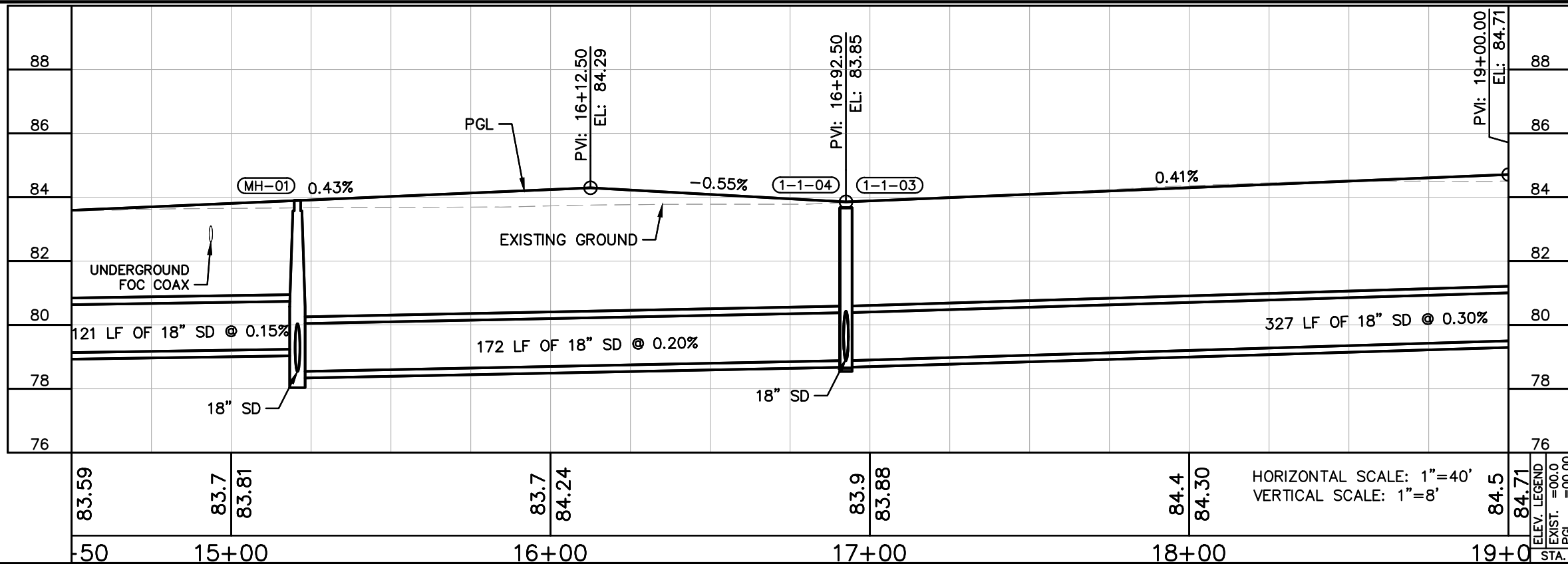
KHA PROJECT 142173388		DATE FEBRUARY 2023		SCALE AS SHOWN		DESIGNED BY KHA		DRAWN BY KHA		CHECKED BY KHA		DATE	
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Kimley»Horn												02-01-23 KHA	
PLEASANTDALE DRIVE IMPROVEMENTS PREPARED FOR CITY OF WILWOOD												SUNTER COUNTY FLORIDA	
SHEET NUMBER C-06													



MH-01
FDOT TYPE P-8 MANHOLE
PER FDOT INDEXES
425-001 & 425-010
STA: 15+20.73, 16.49'LT
RIM: 83.90
INV IN: 78.54 18" SD N
INV OUT: 79.24 18" SD S
INV OUT: 78.54 18" SD W

1-1-03
TYPE 6 MOD INLET
PER DETAIL SD-4.7
(SEE SHEET DR-02)
STA: 16+92.50, 10.25'LT
EOP: 83.67
INV IN: 78.88 18" SD E
INV IN: 78.88 18" SD N
INV OUT: 78.88 18" SD S

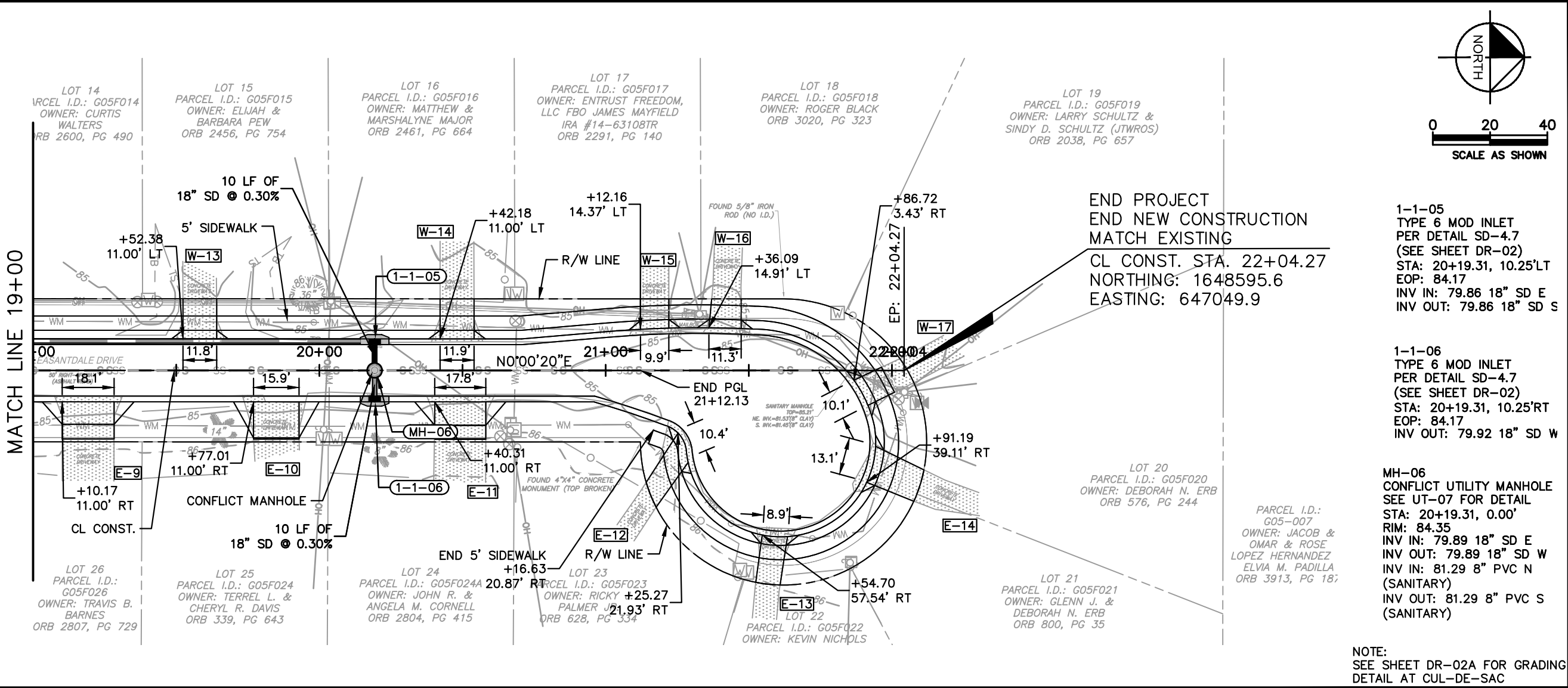
1-1-04
TYPE 6 MOD INLET
PER DETAIL SD-4.7
(SEE SHEET DR-02)
STA: 16+92.50, 10.25'RT
EOP: 83.67
INV OUT: 78.98 18" SD W



MH-05
CONFLICT UTILITY MANHOLE
SEE UT-07 FOR DETAIL
STA: 16+92.50, 0.00'
RIM: 83.85
INV IN: 78.93 18" SD E
INV OUT: 78.93 18" SD W
INV IN: 80.26 8" PVC S
(SANITARY)
INV OUT: 80.26 8" PVC N
(SANITARY)

		REVISIONS		DATE	BY
		No.			
KHA PROJECT 142173388		LICENSED PROFESSIONAL		DATE FEBRUARY 2023	
SCALE AS SHOWN		NICHOLAS J. MORA, P.E.		DESIGNED BY KHA	
DRAWN BY KHA		FLORIDA LICENSE NUMBER 70697		CHECKED BY KHA	
SHEET NUMBER C-07		PLEASANTDALE DRIVE IMPROVEMENTS PREPARED FOR CITY OF WILWOOD		FLORIDA SUMTER COUNTY	

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



NOTE:
SEE SHEET DR-02A FOR GRADING
DETAIL AT CUL-DE-SAC

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PLEASANTDALE DRIVE
IMPROVEMENTS
PREPARED FOR
CITY OF WILDWOOD

SHEET NUMBER
C-08

PLAN & PROFILE

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KHA PROJECT		LICENSED PROFESSIONAL		KHA PROJECT	
142173388		NICHOLAS J. MORA, P.E.		DATE	
FEBRUARY 2023		NICHOLAS J. MORA, P.E.		SCALE	
AS SHOWN		FLORIDA LICENSE NUMBER		DESIGNED BY	
KHA		70697		KHA	
DRAWN BY		KHA		CHECKED BY	
KHA		KHA		DATE:	

PLEASANTDALE DRIVE
IMPROVEMENTS
PREPARED FOR
CITY OF WILDWOOD

SHEET NUMBER
C-08

PLAN & PROFILE

KHA PROJECT		LICENSED PROFESSIONAL		KHA PROJECT	
142173388		NICHOLAS J. MORA, P.E.		DATE	
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DRAWN BY		KHA		CHECKED BY	
KHA		KHA		DATE:	

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WWW.KIMLEY-HORN.COM, REGISTRY 35106

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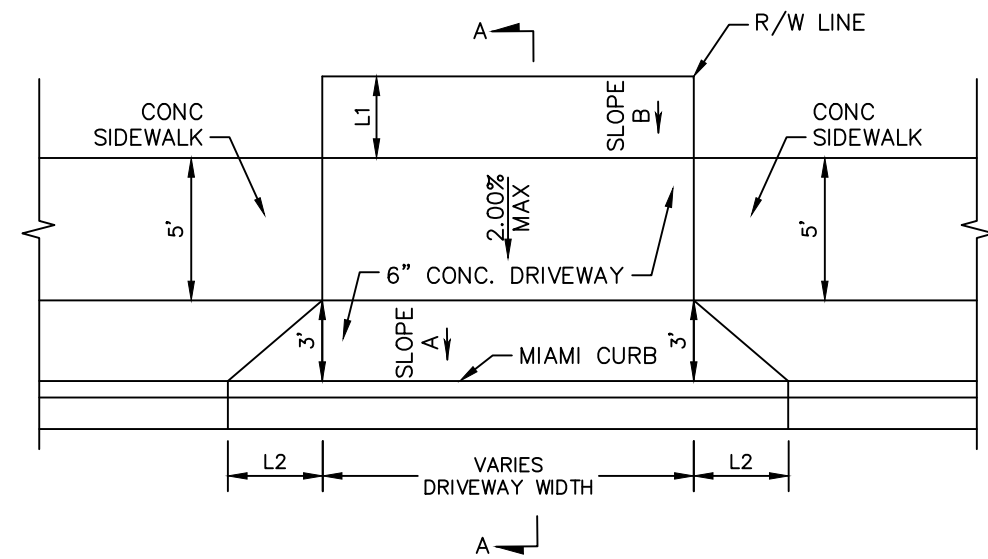
KHA PROJECT		LICENSED PROFESSIONAL		KHA PROJECT	
142173388		NICHOLAS J. MORA, P.E.		DATE	
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KHA		KHA		DATE:	

PLEASANTDALE DRIVE
IMPROVEMENTS
PREPARED FOR
CITY OF WILDWOOD

SHEET NUMBER
C-08

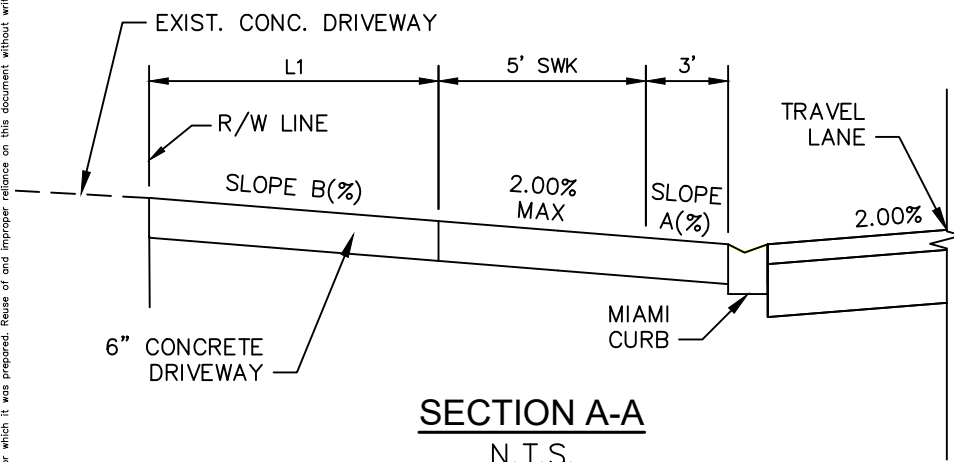
PLAN & PROFILE

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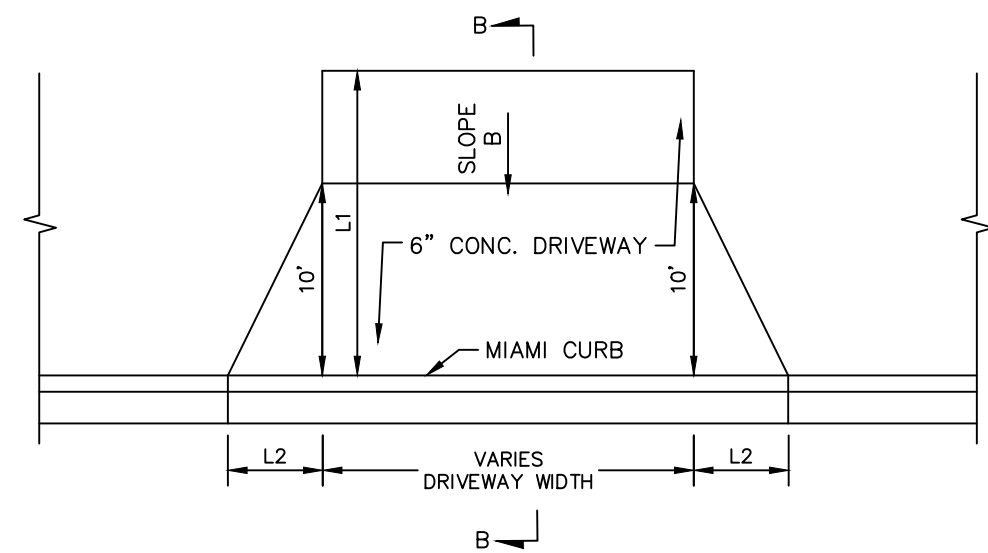
DRIVEWAY WITH SIDEWALK HARMONIZATION DETAIL (LT)

N.T.S.



DRIVEWAY HARMONIZATION DETAIL (RT)

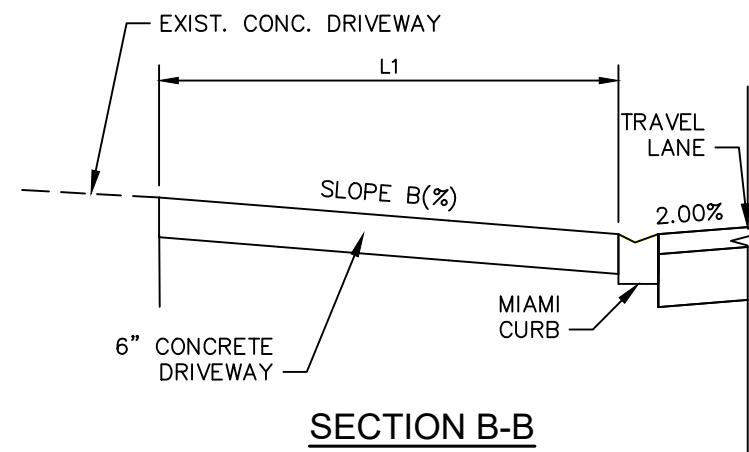
N.T.S.



SECTION B-B

N.T.S.

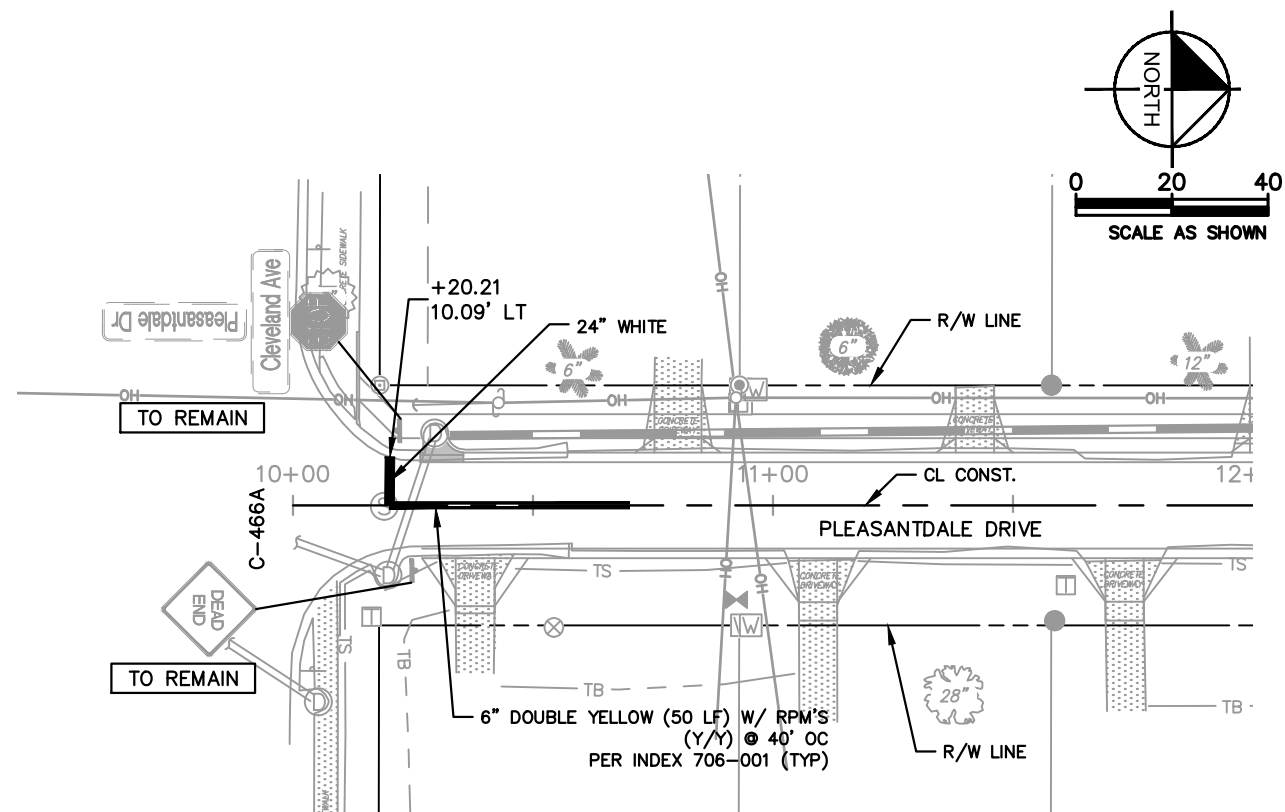
DRIVEWAY ID	DRIVEWAY LOCATION		SLOPE (%)		LENGTH (FT)		SPECIAL NOTES
	STATION	SIDE	A	B	L1	L2	
W-1	10+75.30	LT	1.5	2.7	6.0	4.0	
W-2	11+38.05	LT	1.5	5.0	6.0	4.0	
W-3	11+99.35	LT	1.5	0.1	6.0	4.0	
W-4	12+73.77	LT	0.5	0.5	6.0	4.0	
W-5	13+30.01	LT	1.5	4.2	6.0	4.0	
W-6	13+64.48	LT	6.0	8.7	6.0	4.0	
W-7	14+67.38	LT	1.5	3.0	6.0	4.0	
W-8	16+23.15	LT	8.0	11.9	6.0	4.0	
W-9	17+26.24	LT	2.0	9.7	6.0	4.0	
W-10	17+91.43	LT	1.5	3.9	6.0	4.0	
W-11	18+55.31	LT	1.5	5.3	6.0	4.0	
W-12	18+81.95	LT	0.5	0.5	6.0	4.0	
W-13	19+52.38	LT	1.5	6.3	6.0	4.0	
W-14	20+42.18	LT	1.5	3.4	6.0	4.0	
W-15	21+12.16	LT	2.0	2.0	2.0	4.0	
W-16	21+35.94	LT	3.0	2.0	2.0	4.0	
W-17	21+84.97	LT	0.2	(±)-1.0%	0.0	4.0	BACK OF SIDEWALK TO MATCH AT EXISTING DRIVEWAY
E-1	10+33.89	RT	—	15.1	11.5	7.0	
E-2	11+05.40	RT	—	12.5	13.0	7.0	
E-3	11+69.24	RT	—	14.2	13.0	7.0	
E-4	12+37.75	RT	—	13.5	13.0	7.0	
E-5	12+93.60	RT	—	13.6	13.0	7.0	
E-6	14+26.20	RT	—	8.9	13.0	7.0	
E-7	15+95.29	RT	—	5.1	13.0	7.0	
E-8	18+48.52	RT	—	7.3	13.0	7.0	
E-9	19+10.17	RT	—	8.6	13.0	7.0	
E-10	19+77.01	RT	—	11.8	13.0	7.0	
E-11	20+40.31	RT	—	12.0	13.0	7.0	
E-12	21+30.53	RT	14.2	11.0	10.0	4.0	
E-13	21+63.92	RT	14.2	8.0	9.0	4.0	
E-14	21+93.22	RT	1.5	2.0	10.0	4.0	



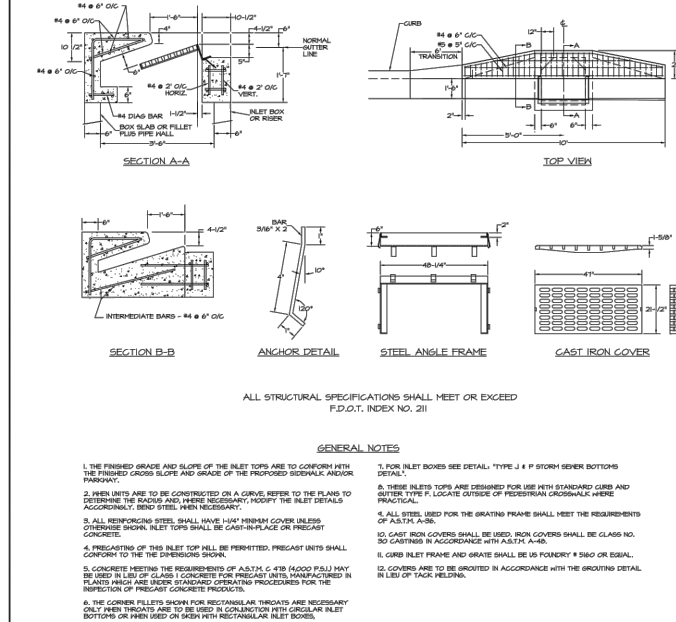
SECTION B-B

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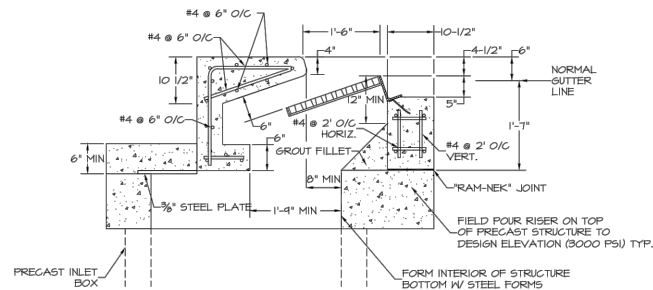
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SIGNING AND PAVEMENT MARKING DETAIL



TYPE "6M" CURB
INLET TOP DETAIL



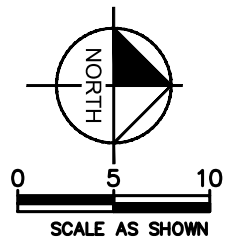
SECTION A-A

ALTERNATE: RISER ON TOP OF PRECAST STRUCTURE
MAY BE PRECAST TO THE APPROPRIATE THICKNESS
(6" MIN.) IN LIEU OF FORMING AND POURING IN-PLACE.

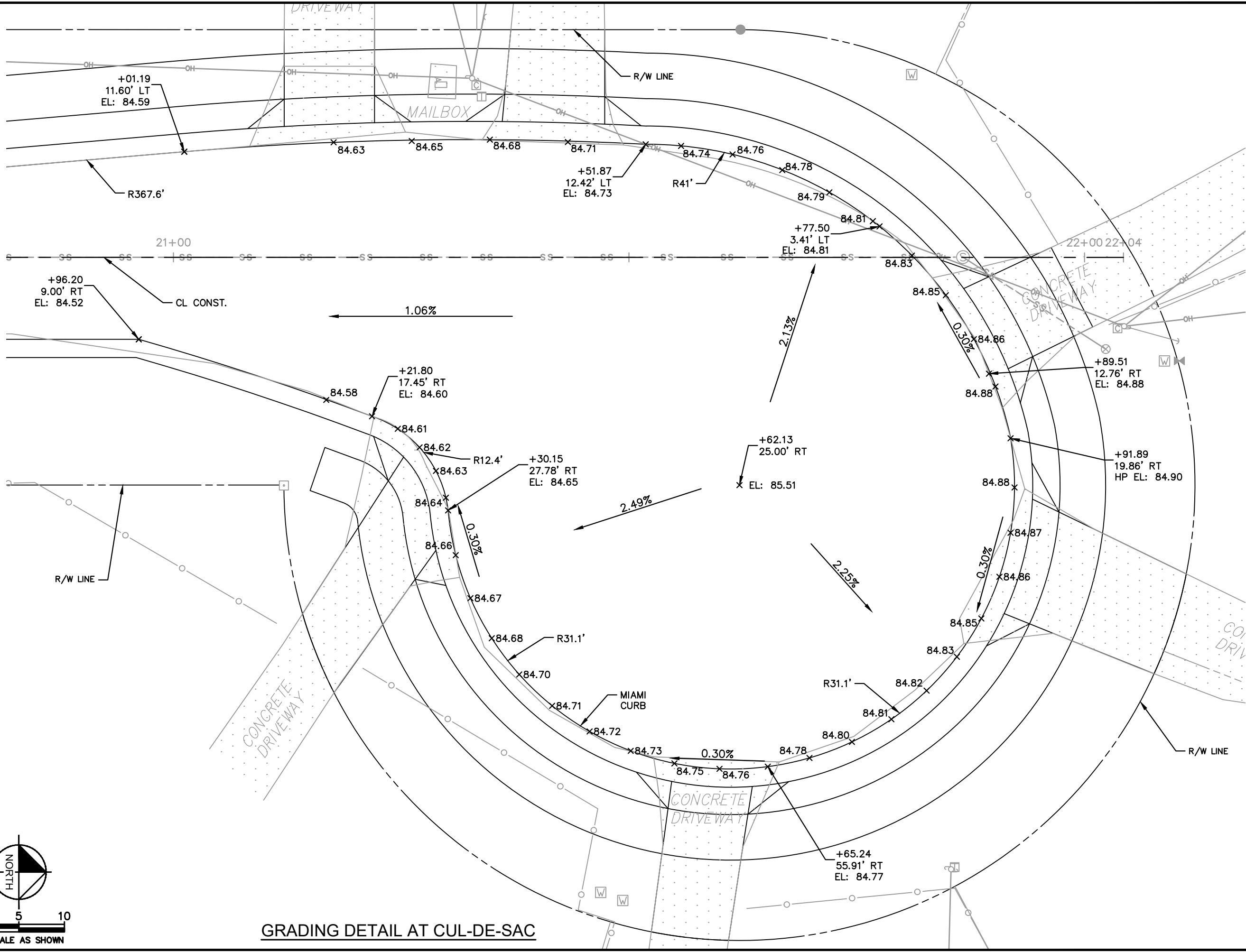
TYPE "6M" CURB
INLET TOP OFFSET DETAIL

SHEET NUMBER DR-02		PLEASANTDALE DRIVE IMPROVEMENTS PREPARED FOR CITY OF WILLOWOOD SUMTER COUNTY FLORIDA		MISCELLANEOUS CONSTRUCTION DETAILS		KHA PROJECT 142173388 DATE FEBRUARY 2023 SCALE AS SHOWN DESIGNED BY KHA DRAWN BY KHA CHECKED BY KHA LICENSED PROFESSIONAL NICHOLAS J. MORA, P.E. FLORIDA LICENSE NUMBER 70697 DATE:		Kimley»Horn © 2023 KIMLEY-HORN AND ASSOCIATES, INC. 1700 SE 17TH STREET, SUITE 200, OCALA, FL 34471 PHONE: 352-438-3000 WWW.KIMLEY-HORN.COM, REGISTRY 35106 No. REVISIONS DATE BY △ BID SET 02-01-23 KHA			
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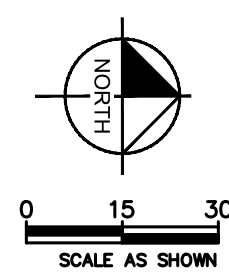
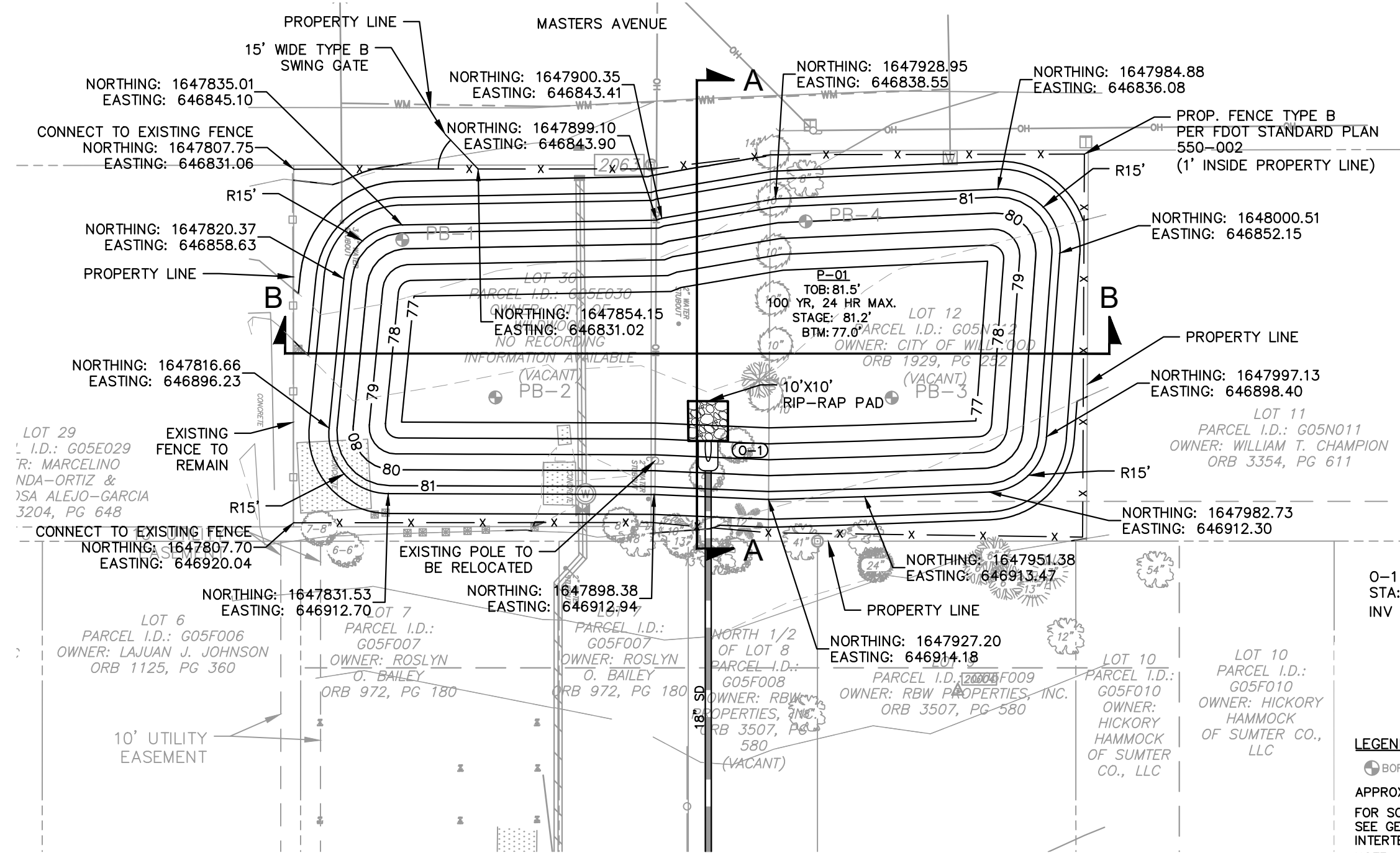
Drawing name: K:\OCA_Civil\142173388 - Pleasantdale Drive Imp\CAD\PlanSheets\WISC CONST DETAILS.dwg DR-02A CUL DE SAC GRADING DETAILS Feb 01, 2023 10:37am by: Mario.Petrola
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GRADING DETAIL AT CUL-DE-SAC

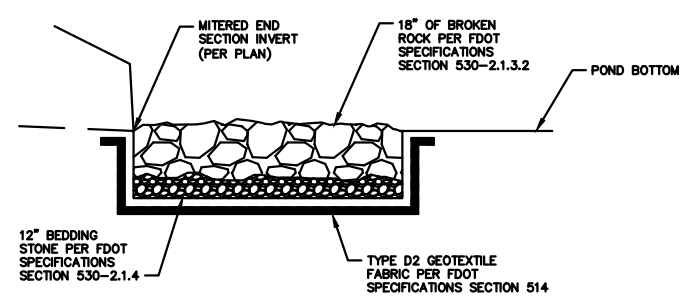


KHA PROJECT 142173388		LICENSED PROFESSIONAL		Kimley»Horn © 2023 KIMLEY-HORN AND ASSOCIATES, INC. 1700 SE 17TH STREET, SUITE 200, OCALA, FL 34471 WWW.KIMLEY-HORN.COM, REGISTRY 35106	
DATE FEBRUARY 2023	SCALE AS SHOWN	DESIGNED BY KHA	DRAWN BY KHA	CHECKED BY KHA	DATE 02-01-23
PLEASANTDALE DRIVE IMPROVEMENTS PREPARED FOR CITY OF WILWOOD				REVISIONS	
SUNTER COUNTY FLORIDA				No.	
SHEET NUMBER DR-02A				BY	

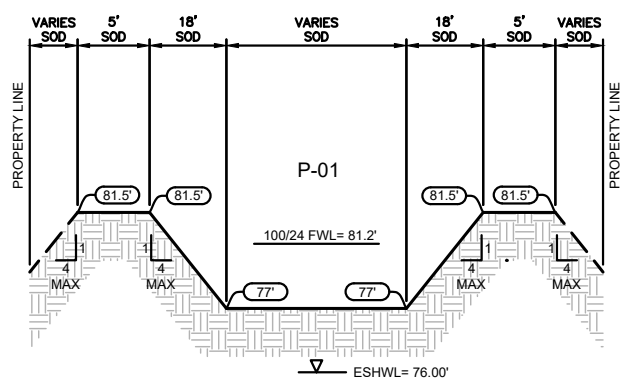


O-1
STA: 15+20.64, 150.40LT
INV IN: 78.00 18" SD

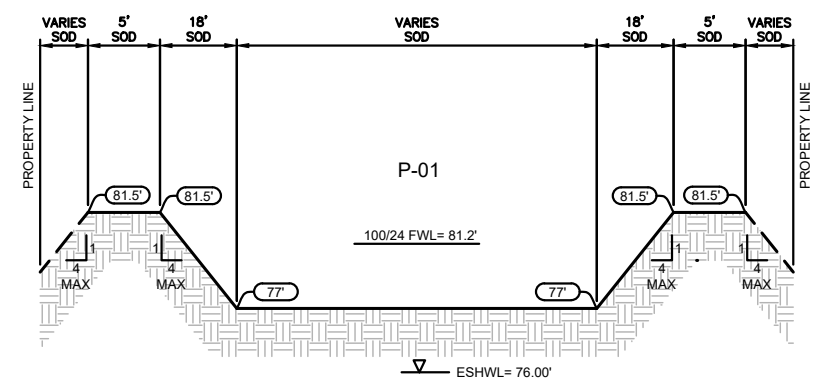
LEGEND
● BORE PBXX
APPROXIMATE SOIL BORING LOCATION
FOR SOIL BORING INFORMATION
SEE GEOTECHNICAL REPORT FROM
INTERTEK-PSI DATED APRIL 16, 2021
NOTE: REFER TO FDOT
"EROSION AND SEDIMENT CONTROL"
MANUAL FOR CURB/ DITCH BOTTOM INLET
PROTECTION AND SEDIMENT BARRIER DETAILS



RIP-RAP PAD DETAIL
N.T.S.

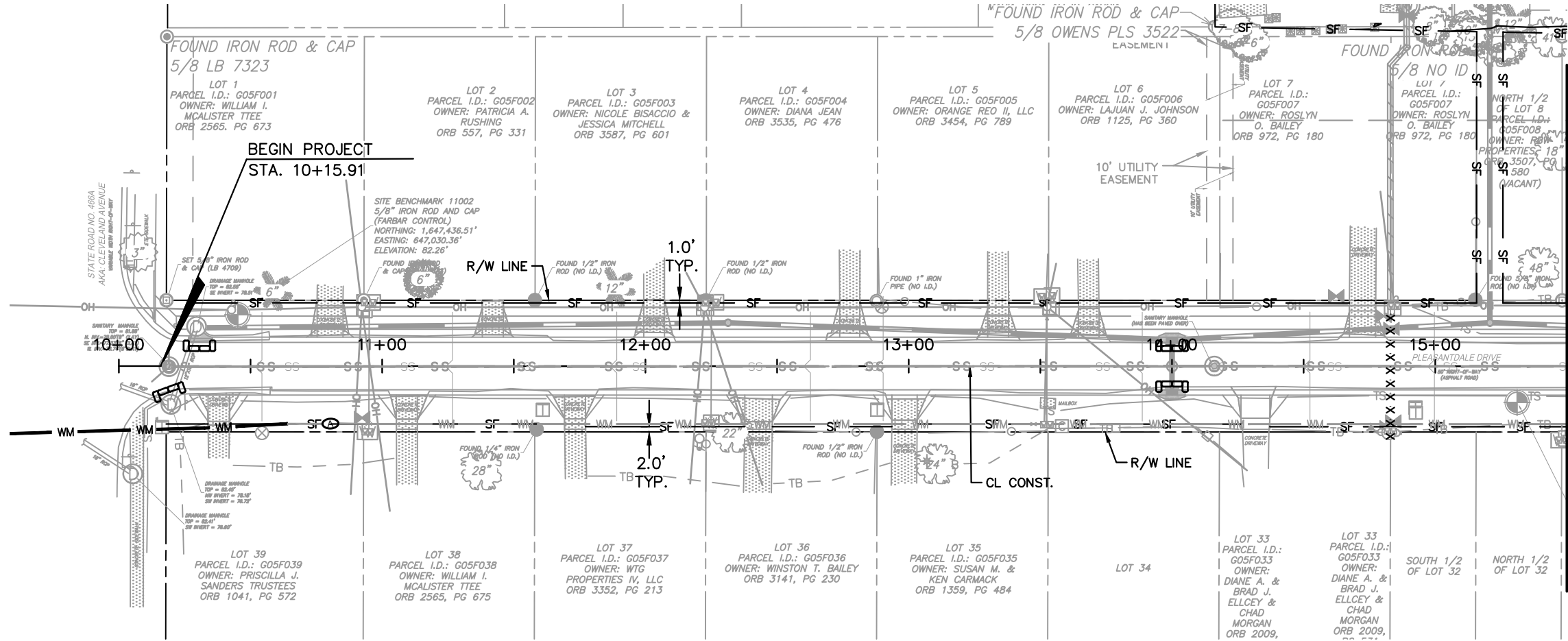


**P-01
SECTION A-A**
NOT TO SCALE

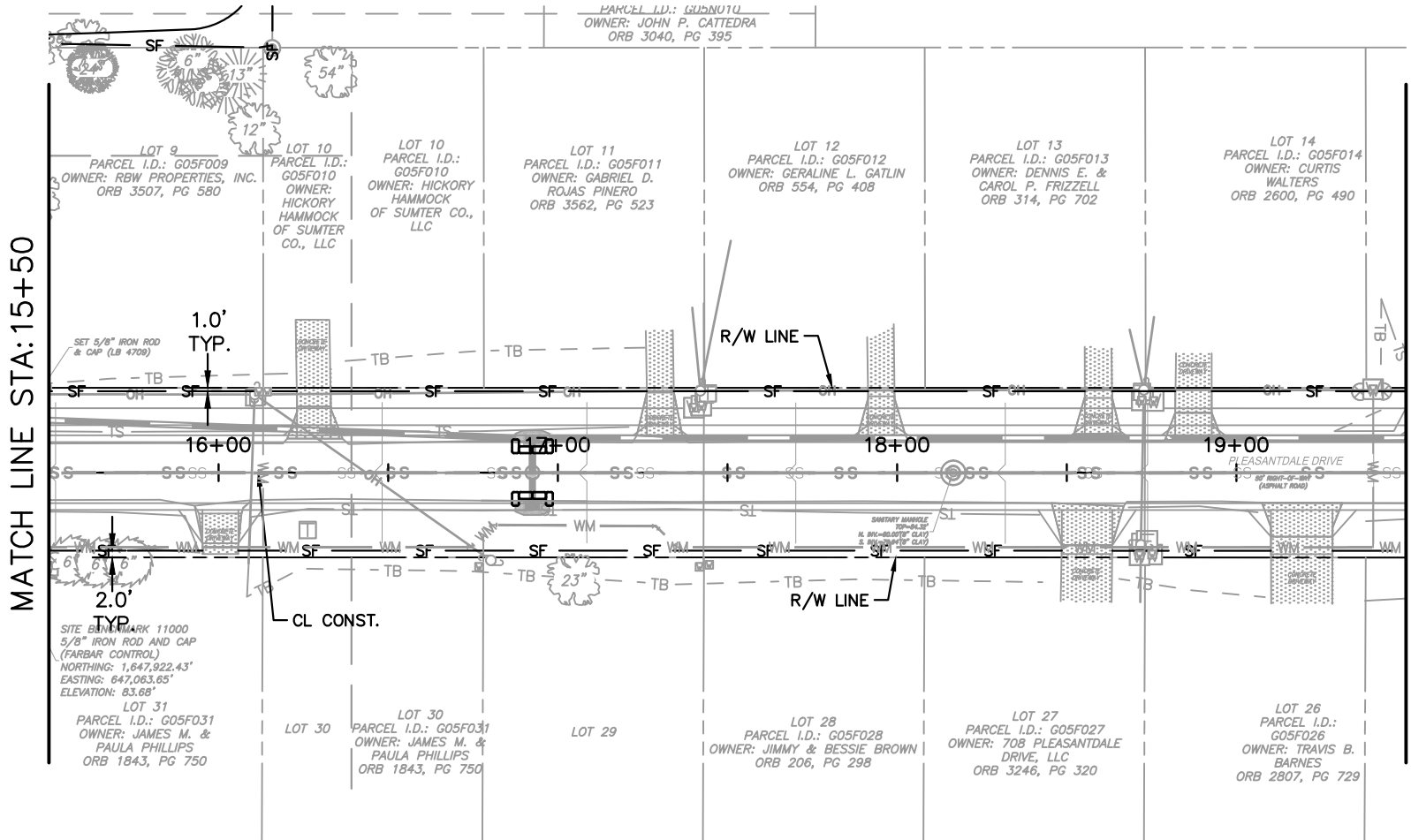


**P-01
SECTION B-B**
NOT TO SCALE

Kimley»Horn © 2023 KIMLEY-HORN AND ASSOCIATES, INC. 1700 SE 17TH STREET, SUITE 200, Ocala, FL 34471 WWW.KIMLEY-HORN.COM, REGISTRY 35106		REVISIONS		DATE	BY	
		No.				
DRAINAGE RETENTION POND	LICENSED PROFESSIONAL	NICHOLAS J. MORA, P.E.		FLORIDA LICENSE NUMBER 70697		
	KHA PROJECT	142173388	DATE	FEBRUARY 2023	SCALE	AS SHOWN
	DESIGNED BY	KHA	DRAWN BY	KHA	CHECKED BY	KHA
	PLEASANTDALE DRIVE IMPROVEMENTS PREPARED FOR CITY OF WILWOOD SUMTER COUNTY FLORIDA					
SHEET NUMBER DR-03		THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.				



MATCH LINE STA: 15+50



MATCH LINE STA: 19+50

LEGEND:



Denotes inlet protection system per
FDOT erosion & sediment control manual



Denotes sediment barrier (staked silt fence)
per FDOT erosion & sediment control manual

PLEASANTDALE DRIVE
IMPROVEMENTS
PREPARED FOR
CITY OF WILWOOD

FLORIDA
SUMTER COUNTY

EROSION
CONTROL

DATE: FEBRUARY 2023
SCALE: AS SHOWN
DESIGNED BY: KHA
DRAWN BY: KHA
CHECKED BY: KHA

KHA PROJECT
142173388

DATE: FEBRUARY 2023
SCALE: AS SHOWN
DESIGNED BY: KHA
DRAWN BY: KHA
CHECKED BY: KHA

LICENSED PROFESSIONAL
NICHOLAS J. MOFA, P.E.
FLORIDA LICENSE NUMBER
70697

LICENSED PROFESSIONAL
NICHOLAS J. MOFA, P.E.
FLORIDA LICENSE NUMBER
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Kimley»Horn

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WWW.KIMLEY-HORN.COM, REGISTRY: 35106

BID SET

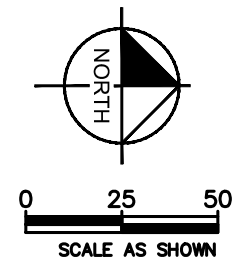
NO.

REVISIONS

DATE

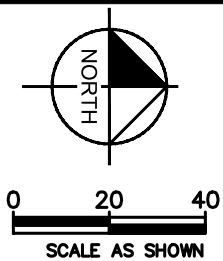
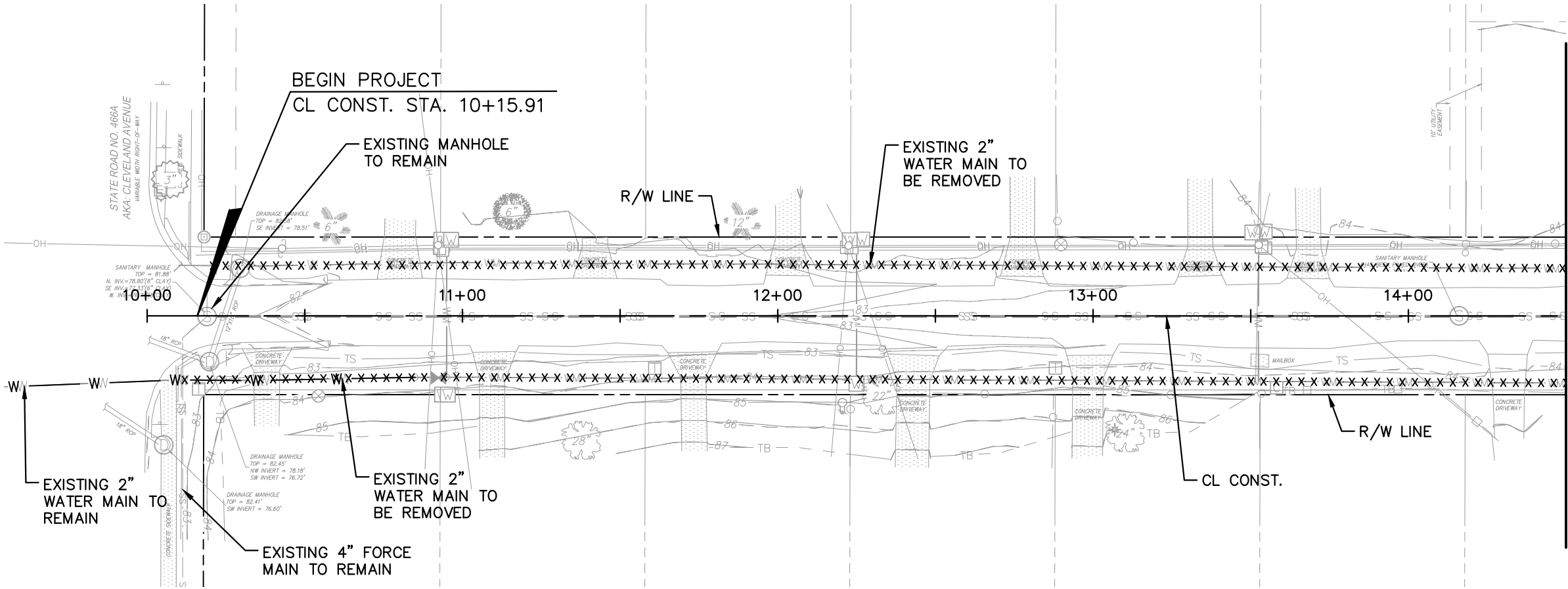
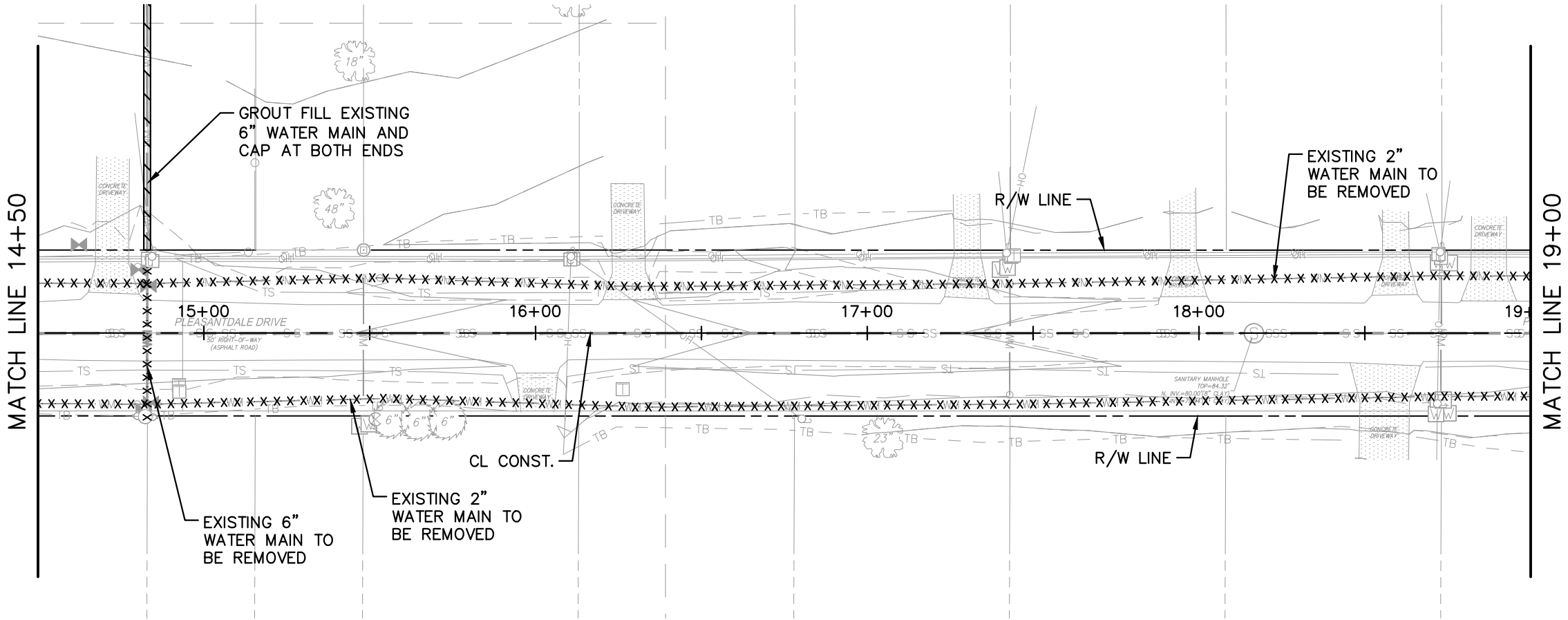
BY

Page 205 of 347

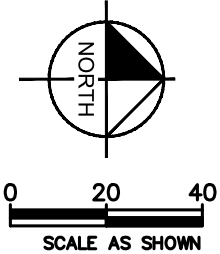
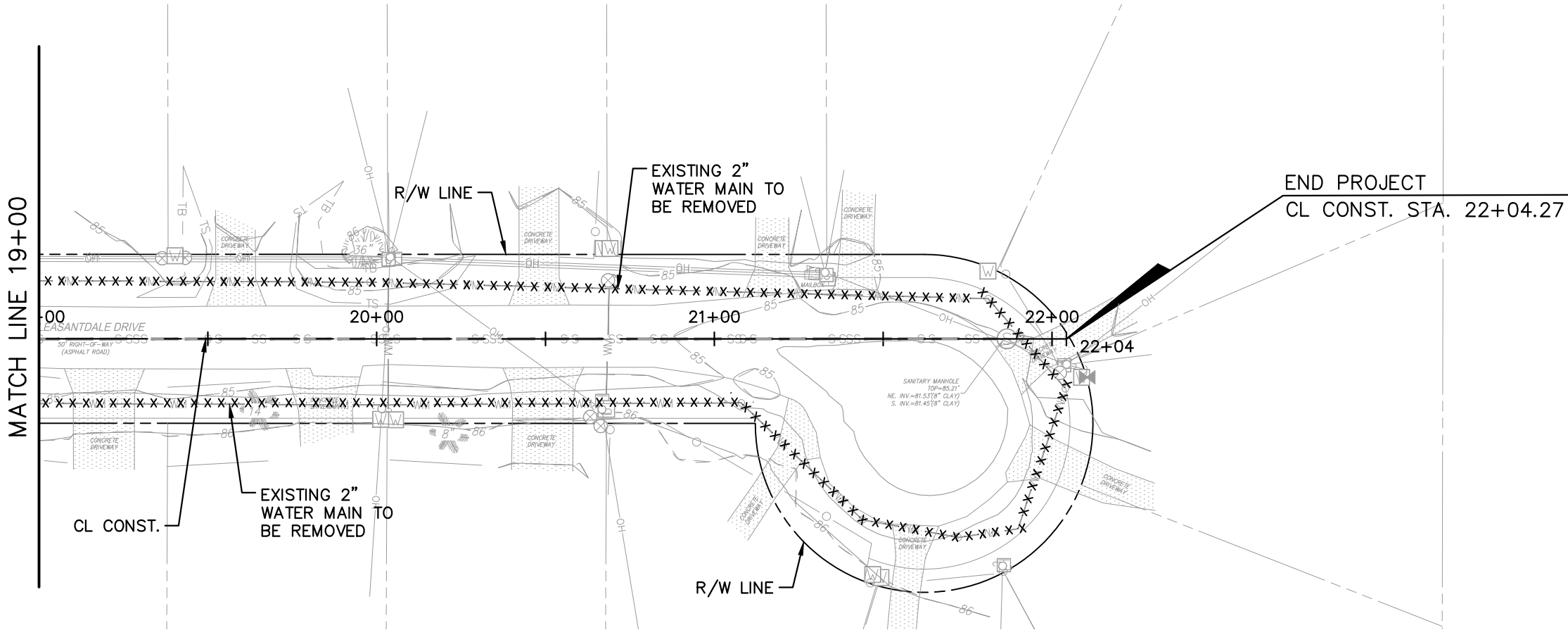


DENOTES SEDIMENT BARRIER (STAKED SILT FENCE)
PER FDOT EROSION & SEDIMENT CONTROL MANUAL

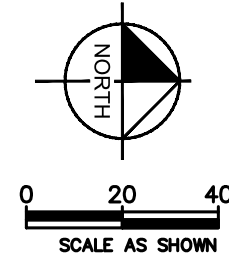
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PLEASANTDALE DRIVE IMPROVEMENTS PREPARED FOR CITY OF WILWOOD SUMTER COUNTY FLORIDA	SHEET NUMBER DM-01	
	DEMOLITION PLAN	
	KHA PROJECT 142173388	DATE FEBRUARY 2023
	DESIGNED BY KHA	CHECKED BY KHA
Kimley»Horn © 2023 KIMLEY-HORN AND ASSOCIATES, INC. 1700 SE 17TH STREET, SUITE 200, Ocala, FL 34471 WWW.KIMLEY-HORN.COM, REGISTRY: 35106	LICENSED PROFESSIONAL NICHOLAS J. MOFA, P.E. FLORIDA LICENSE NUMBER 70697	REVISIONS No.
	DATE 02-01-23	BY KHA



PLEASANTDALE DRIVE IMPROVEMENTS PREPARED FOR CITY OF WILDWOOD SUMTER COUNTY FLORIDA	DEMOLITION PLAN		KHA PROJECT 142173388		LICENSED PROFESSIONAL		Kimley»Horn © 2023 KIMLEY-HORN AND ASSOCIATES, INC. 1700 SE 17TH STREET, SUITE 200, OCALA, FL 34471 WWW.KIMLEY-HORN.COM, REGISTRY 35106	No.	REVISIONS	DATE	BY
	SHEET NUMBER DM-02		DATE FEBRUARY 2023		NICHOLAS J. MOFA, P.E.						
	SCALE AS SHOWN		DESIGNED BY KHA		FLORIDA LICENSE NUMBER 70697						
DRAWN BY KHA		CHECKED BY KHA		DATE:							



X

TREES TO BE REMOVED

1. ALL MATERIAL REMOVED FROM THIS SITE BY THE CONTRACTOR SHALL BE DISPOSED OF BY THE CONTRACTOR IN A LEGAL MANNER.
2. REFER TO THE TOPOGRAPHIC SURVEY FOR ADDITIONAL DETAILS OF EXISTING STRUCTURES, ETC., LOCATED WITHIN THE PROJECT SITE. UNLESS OTHERWISE NOTED, ALL EXISTING BUILDINGS, STRUCTURES, SLABS, CONCRETE, ASPHALT, DEBRIS PILES, SIGNS, AND ALL APPURTENANCES ARE TO BE REMOVED FROM THE SITE BY THE CONTRACTOR AND PROPERLY DISPOSED OF IN A LEGAL MANNER AS PART OF THIS CONTRACT. SOME ITEMS TO BE REMOVED MAY NOT BE DEPICTED ON THE TOPOGRAPHIC SURVEY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VISIT THE SITE AND DETERMINE THE FULL EXTENT OF ITEMS TO BE REMOVED. IF ANY ITEMS ARE IN QUESTION, THE CONTRACTOR SHALL CONTACT THE OWNER PRIOR TO REMOVAL OF SAID ITEMS.
3. THE CONTRACTOR SHALL REFER TO THE DEMOLITION PLAN FOR DEMOLITION AND/OR PRESERVATION OF EXISTING TREES AND NATURAL AREAS. ALL TREES NOT SPECIFICALLY SHOWN TO BE PRESERVED OR RELOCATED SHALL BE REMOVED AS PART OF THIS CONTRACT IF THEY CONFLICT WITH THE CONSTRUCTION OF ANY OF THE PROPOSED IMPROVEMENTS. TREE PROTECTION BARRICADES AND FENCING SHALL BE INSTALLED AND INSPECTED IN ACCORDANCE WITH THE LOCAL JURISDICTIONAL REQUIREMENTS PRIOR TO ANY DEMOLITION ACTIVITIES TAKING PLACE.

SIMTER COUNTY
FLORIDA

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KHA PROJECT	LICENSED PROFESSIONAL

DATE 14Z173388

DATE
FEBRUARY 2023

SCALE AS SHOWN

DESIGNED BY KHA

DRAWN BY	KHA	DATE:
CHECKED BY	KHA	

LICENSED PROFESSIONAL

NICHOLAS J. MORA PE

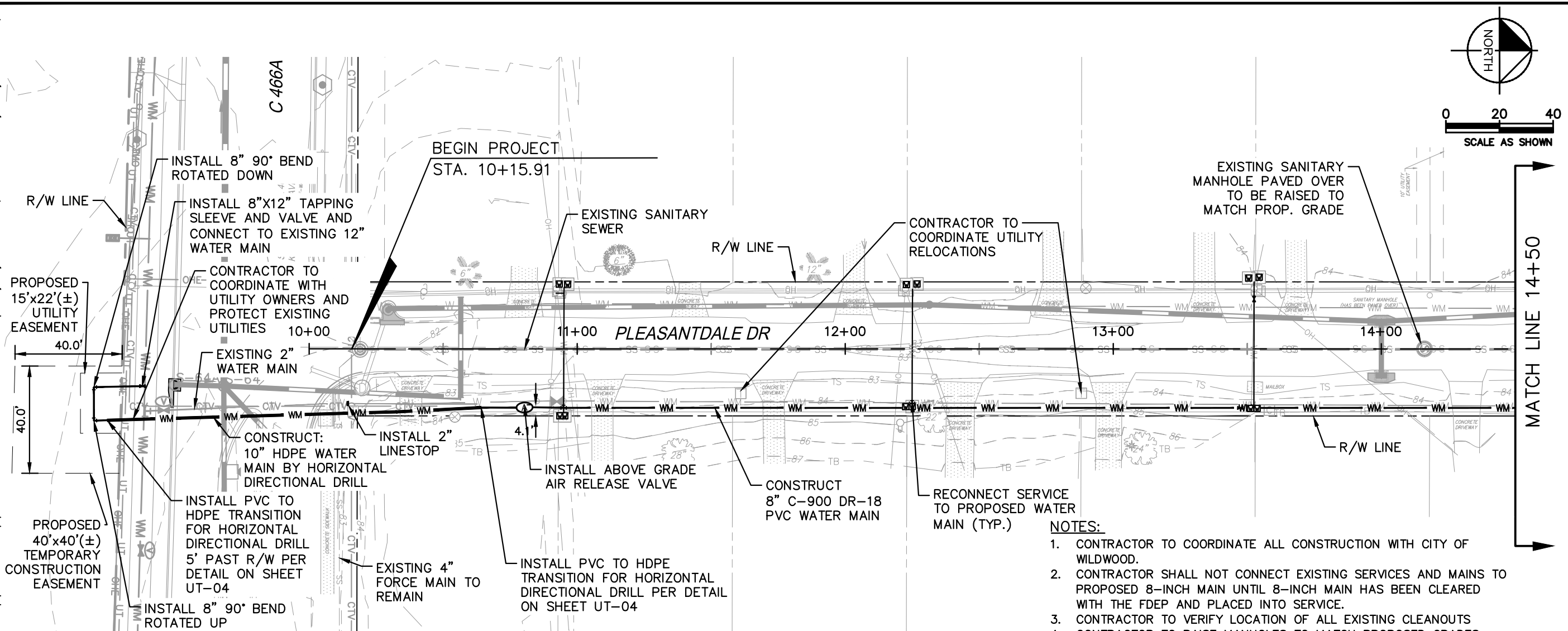
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FLORIDA LICENSE NUMBER
70697

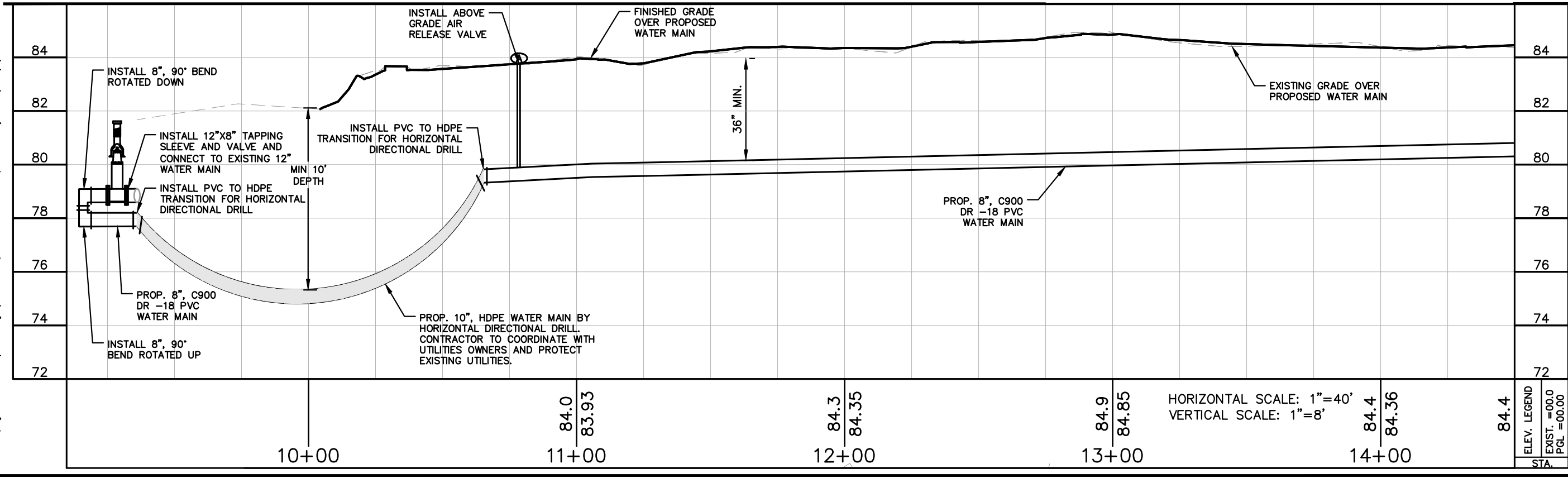
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Drawing name: K:\OCA_Civil\142173388 - Pleasantdale Drive Imp\CAD\PlanSheets\UTILITY PLANS - WM.dwg UT-01 WATER MAIN ADJUSTMENT PLAN Feb 01, 2023 10:40am by: Mario.Petrola

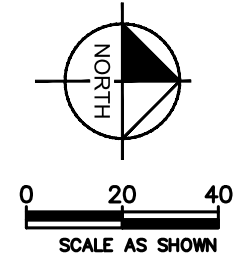


- NOTES:**
1. CONTRACTOR TO COORDINATE ALL CONSTRUCTION WITH CITY OF WILDWOOD.
 2. CONTRACTOR SHALL NOT CONNECT EXISTING SERVICES AND MAINS TO PROPOSED 8-INCH MAIN UNTIL 8-INCH MAIN HAS BEEN CLEARED WITH THE FDEP AND PLACED INTO SERVICE.
 3. CONTRACTOR TO VERIFY LOCATION OF ALL EXISTING CLEANOUTS
 4. CONTRACTOR TO RAISE MANHOLES TO MATCH PROPOSED GRADES

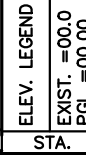


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LICENSED PROFESSIONAL KHA PROJECT 142173388		DATE FEBRUARY 2023		SCALE AS SHOWN		DESIGNED BY KHA		DRAWN BY KHA	
NICHOLAS J. MORA, P.E.		FLORIDA LICENSE NUMBER 70697		DATE:		CHECKED BY		KHA	
WATER MAIN ADJUSTMENT PLAN				PLEASANTDALE DRIVE IMPROVEMENTS PREPARED FOR CITY OF WILDWOOD SUMTER COUNTY FLORIDA					
SHEET NUMBER UT-01				THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.					

1. CONSTRUCTION ACTIVITY SHALL NOT DESTROY OR IRREVERSIBLY HARM THE ROOT SYSTEM OF PROTECTED TREES. POST HOLES AND TRENCHES LOCATED CLOSE TO PROTECTED TREES SHALL BE ADJUSTED TO AVOID DAMAGE TO MAJOR ROOTS.
2. WHEN THE TREE ROOT ZONE WILL BE DISTURBED, AFFECTED ROOTS MUST BE SEVERED BY CLEAN PRUNING CUTS AT THE POINT WHERE CONSTRUCTION IMPACTS THE ROOTS.



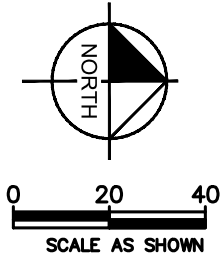
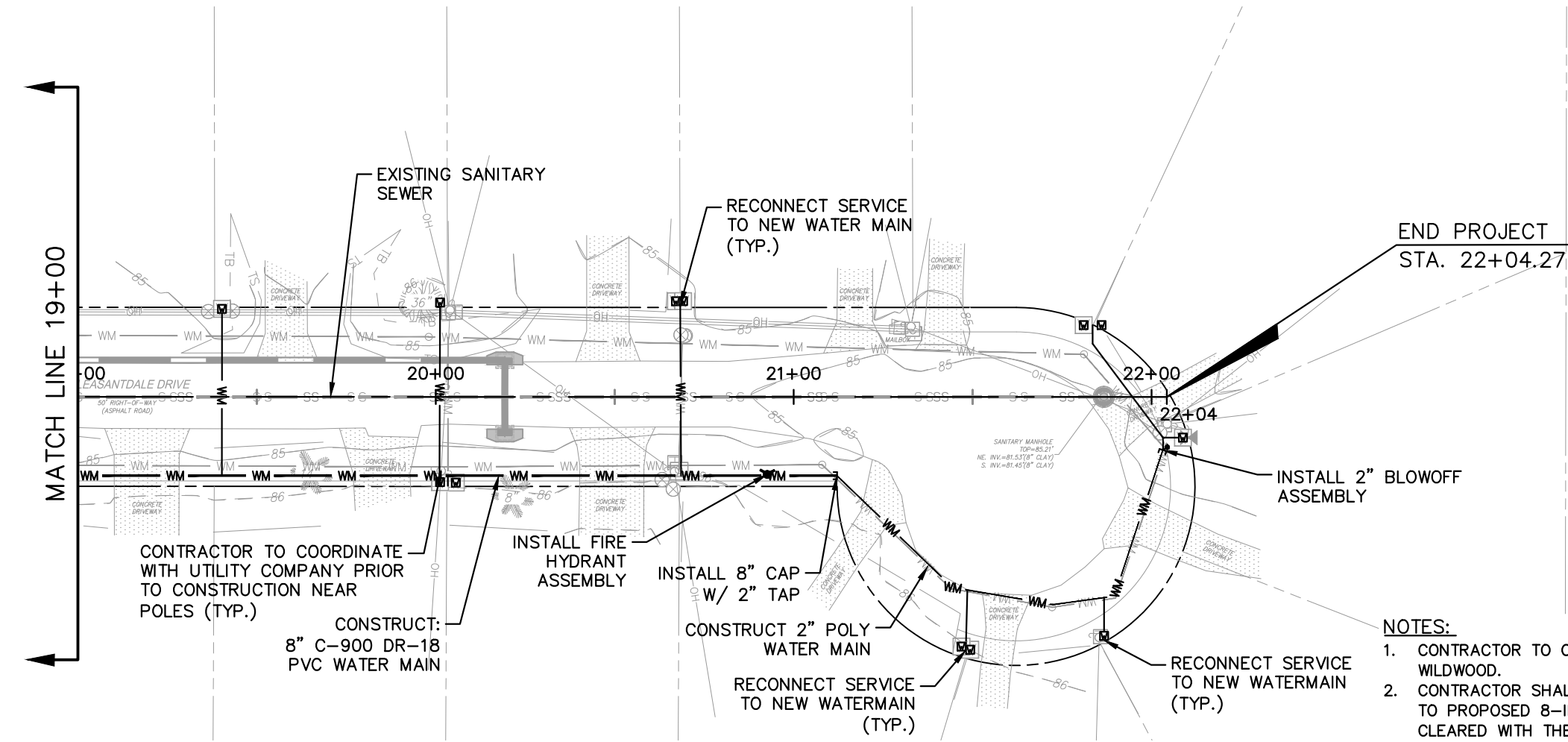
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SHEET NUMBER
UT-02

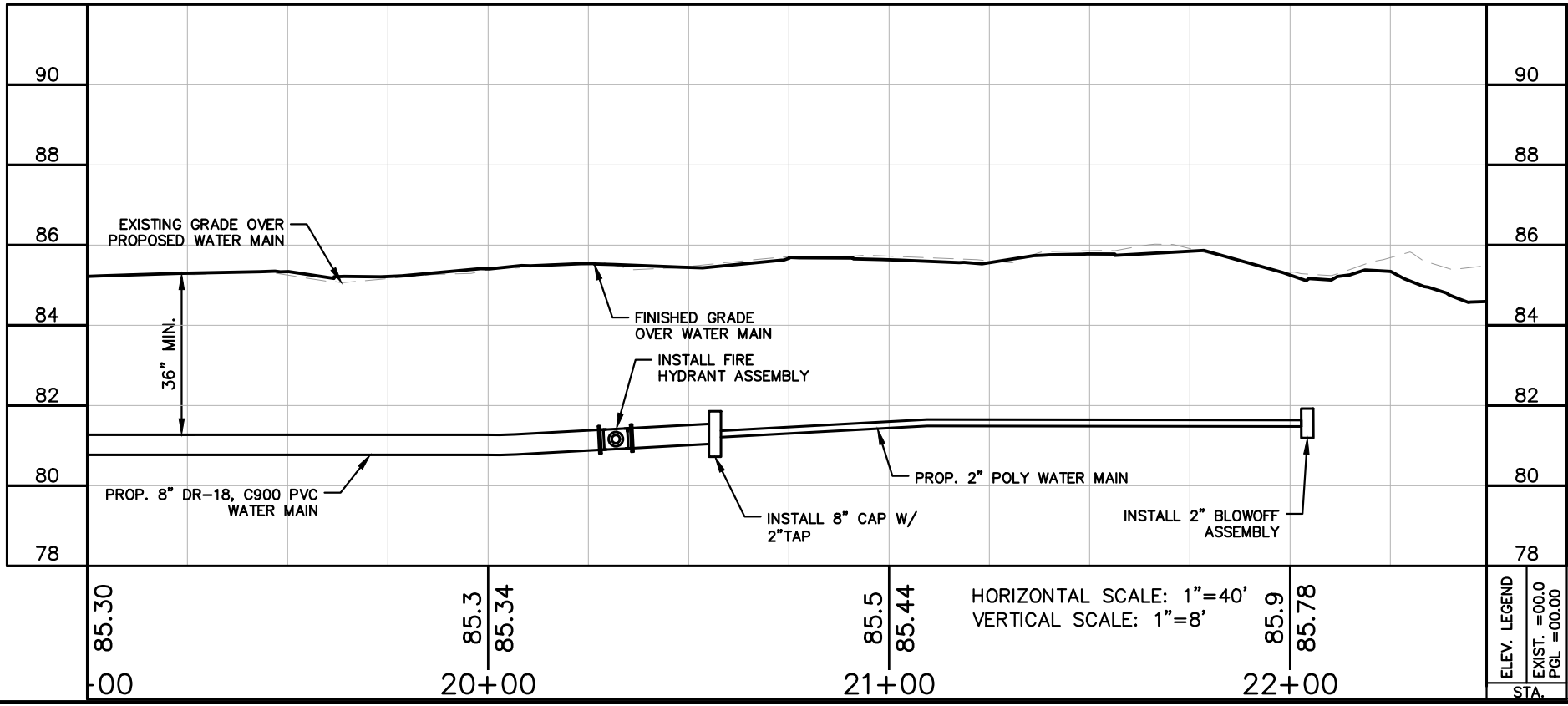
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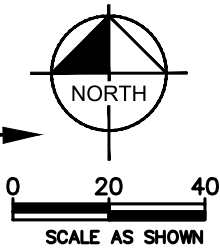
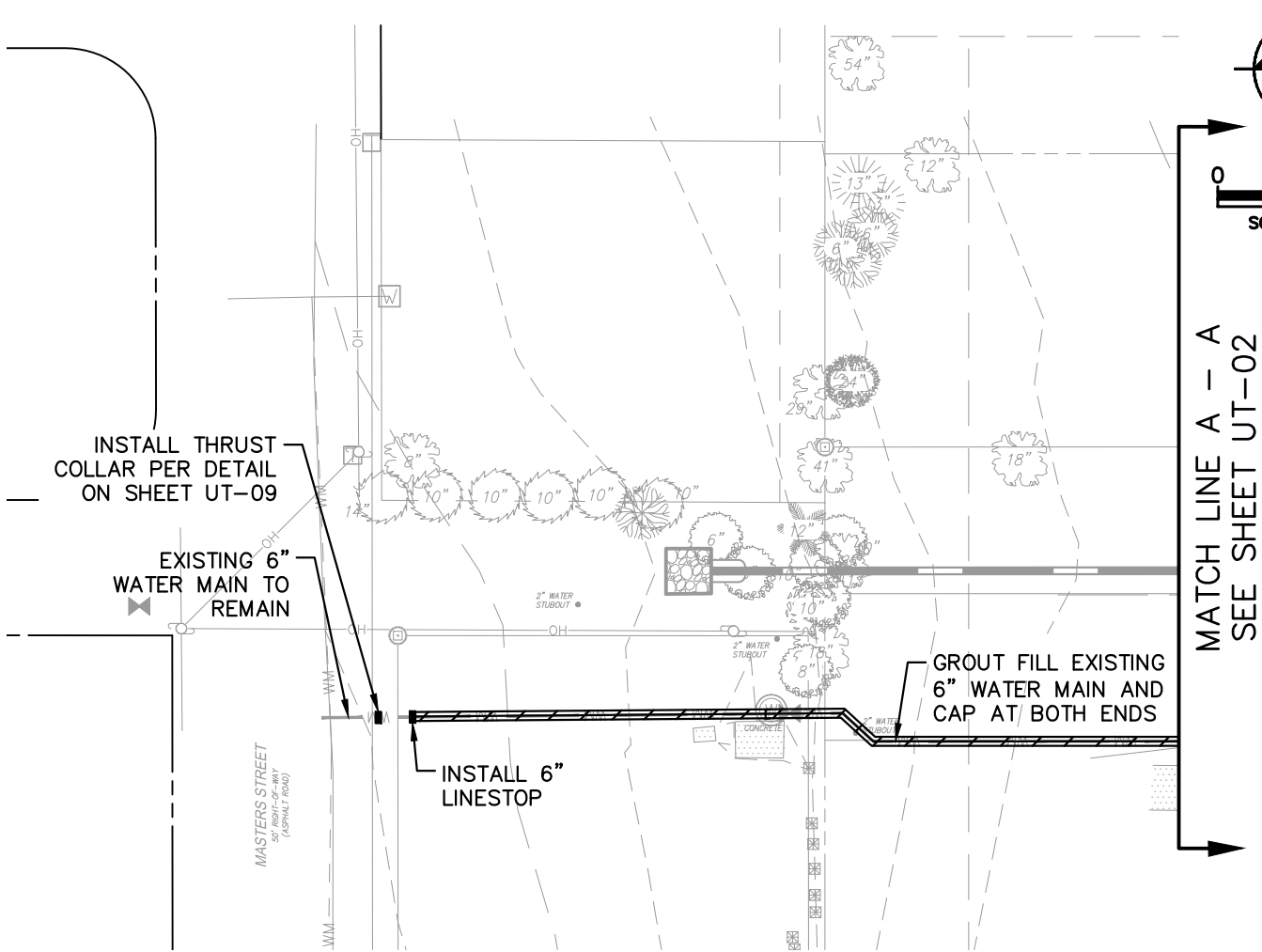


END PROJECT
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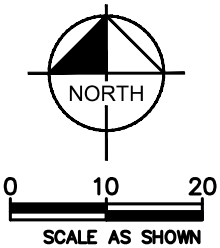
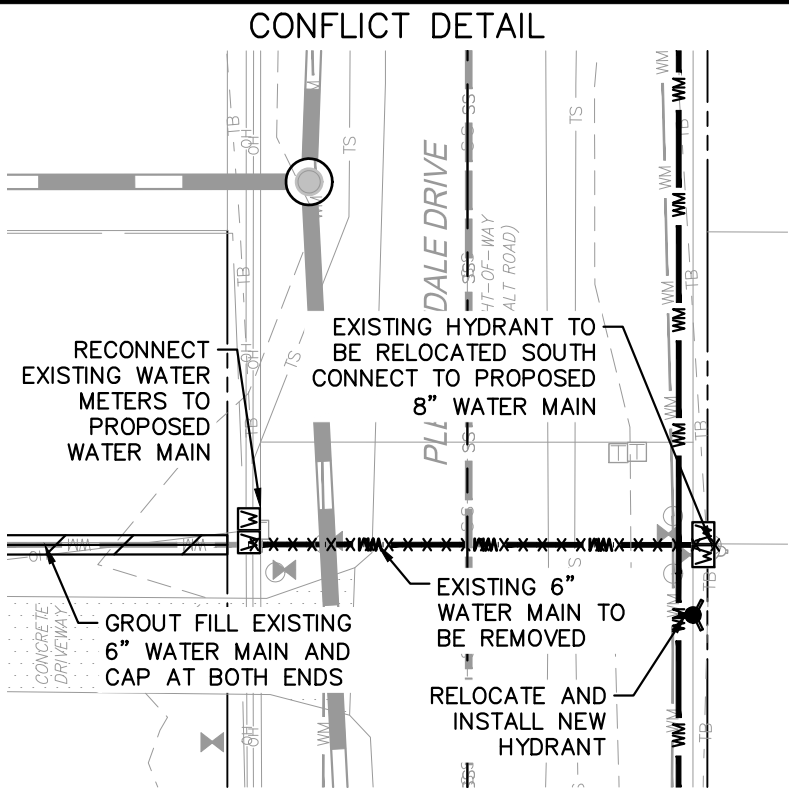
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No.		A		02-01-23	KHA
BID SET					
LICENSSED PROFESSIONAL		NICHOLAS J. MORA, P.E.		DATE:	
KHA PROJECT 142173388	DATE FEBRUARY 2023	SCALE AS SHOWN	DESIGNED BY KHA	DRAWN BY KHA	CHECKED BY KHA
WATER MAIN ADJUSTMENT PLAN		PLEASANTDALE DRIVE IMPROVEMENTS PREPARED FOR CITY OF WILDWOOD		FLORIDA	
SHEET NUMBER UT-03		SUMTER COUNTY		THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.	

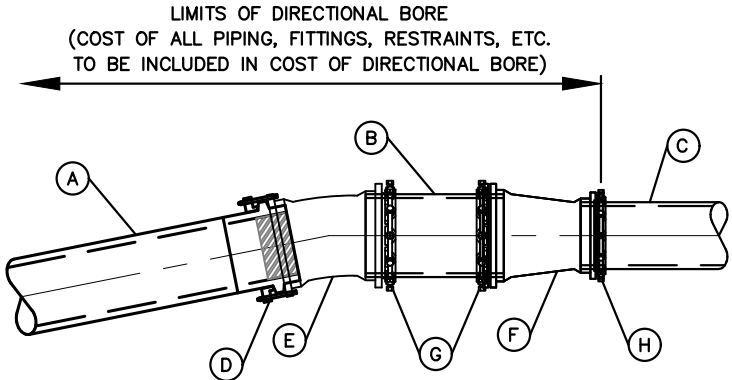


MATCH LINE A - A
SEE SHEET UT-02



NOTES:

- CONTRACTOR TO COORDINATE ALL CONSTRUCTION WITH CITY OF WILDWOOD.
- CONTRACTOR TO COORDINATE WITH CITY OF WILDWOOD TO ISOLATE LINE WITH UPSTREAM VALVE TO CUT-IN FOR PROPOSED FITTINGS
- CONTRACTOR TO PROVIDE JUMPER CONNECTION TO EXISTING WATER MAIN TO MAINTAIN CONSTANT SERVICE TO CUSTOMERS.
- FINAL LOCATIONS TO BE VERIFIED IN COORDINATION WITH CITY OF WILDWOOD.
- CONTRACTOR TO VERIFY LOCATION OF ALL EXISTING CLEANOUTS
- CONTRACTOR TO RAISE MANHOLES TO MATCH PROPOSED GRADES



- (A) HDPE PIPE (NOMINAL SIZE NOTED IN TABLE BELOW)
- (B) 3 LF OF PVC PIPE (NOMINAL SIZE NOTED IN TABLE BELOW)
- (C) PVC PIPE (NOMINAL SIZE NOTED IN TABLE BELOW)
- (D) HDPE/DUCTILE IRON M.J. ADAPTER WITH GASKET SEAL AND STAINLESS STEEL STIFFENER (NOMINAL SIZE NOTED IN TABLE BELOW)
- (E) 11.25" M.J. BEND (SIZE NOTED IN TABLE BELOW)
- (F) M.J. REDUCER (SIZE NOTED IN TABLE BELOW)
- (G) PVC PIPE/M.J. JOINT RESTRAINT (SIZE NOTED IN TABLE BELOW)
- (H) PVC PIPE/M.J. JOINT RESTRAINT (SIZE NOTED IN TABLE BELOW)

DIAMETER OF DRILL PIPE	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
6"	6"	6"	4"	6"	6"	6"x4"	6"	4"
8"	8"	8"	6"	8"	8"	8"x6"	8"	6"
10"	10"	10"	8"	10"	10"	10"x8"	10"	8"
12"	12"	12"	10"	12"	12"	12"x10"	12"	10"
14"	14"	14"	12"	14"	14"	14"x12"	14"	12"
16"	16"	16"	12"	16"	16"	16"x12"	16"	12"
18"	18"	18"	16"	18"	18"	18"x16"	18"	16"
20"	20"	20"	18"	20"	20"	20"x18"	20"	18"
24"	24"	24"	20"	24"	24"	24"x20"	24"	20"

HDPE TO PVC TRANSITION DETAIL

N.T.S.

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LICENSED PROFESSIONAL

NICHOLAS J. MORA, P.E.

FLORIDA LICENSE NUMBER
70697

KHA PROJECT
142173388

DATE
FEBRUARY 2023

SCALE
AS SHOWN

DESIGNED BY
KHA

DRAWN BY
KHA

CHECKED BY
KHA

DATE:

WATER MAIN
ADJUSTMENT
PLAN

PLEASANTDALE DRIVE
IMPROVEMENTS
PREPARED FOR
CITY OF WILDWOOD

SUMTER COUNTY FLORIDA

SHEET NUMBER
UT-04

POTABLE WATER DISTRIBUTION SYSTEM				
SCOPE:				
THE WORK TO BE PERFORMED UNDER THIS SECTION CONSISTS OF FURNISHING ALL TOOLS, EQUIPMENT, MATERIAL, LABOR AND TRANSPORTATION AND PERFORMING ALL WORK NECESSARY FOR THE COMPLETE INSTALLATION OF ALL PIPE, FITTINGS, VALVES AND VALVE BOXES NECESSARY FOR A COMPLETE WORKABLE UNIT AS DETAILED ON THE DRAWINGS AND FURTHER DESCRIBED IN THESE SPECIFICATIONS.				
THE PIPING AND OTHER MATERIAL, AND EQUIPMENT SHALL BE OF THE SIZE, TYPE AND NUMBER SHOWN ON THE DRAWINGS AND/OR AS SPECIFIED HEREIN.				
PIPE:				
PLASTIC PIPE AND FITTINGS SHALL BE MANUFACTURED FROM VIRGIN PVC COMPOUND, WITH A CELL CLASSIFICATION OF 12454-B, WITH PLASTIC PIPE INSTITUTE (PPI) AND NATIONAL SANITATION FOUNDATION (NSF) APPROVAL FOR CARRYING POTABLE WATER. THE PIPE SHALL BE CONNECTED WITH RING-TITE COMPRESSION RING IN WHICH THE GELL IS AN INTEGRAL PART OF THE PIPE. NO SOLVENT WELDED JOINTS WILL BE ALLOWED FOR PIPES 2" AND OVER. DISTRIBUTION SYSTEM PIPING 4" AND GREATER SHALL BE SHALL BE AWWA C-900 DR-18. PIPE SMALLER THAN 4" SHALL BE ASTM D2241, SDR 21, 200 PSI PRESSURE RATING. ALL PIPE SHALL BE SOLID-WALL BLUE PIPE AND SHALL HAVE A CO-EXTRUDED BLUE EXTERNAL SKIN.				
POLYETHYLENE WATER SERVICE PIPE SHALL BE USED FOR SINGLE AND MULTIPLE SERVICES OF 2" AND LESS DIAMETER. THE P.E. PIPE OR TUBING SHALL BE HOMOGENOUS THROUGHOUT AND FREE OF VISIBLE CRACKS, HOLES, FOREIGN INCLUSIONS OR OTHER DEFECTS. IT SHALL BE UNIFORM IN COLOR, OPACITY, DENSITY AND OTHER PHYSICAL PROPERTIES. ALL POLYETHYLENE PIPE AND TUBING SHALL CONFORM TO ALL APPLICABLE REQUIREMENTS IN THE LATEST REVISION OF THE FOLLOWING STANDARDS UNLESS OTHERWISE SPECIFIED:				
AWWAC901 - STANDARD SPECIFICATION FOR POLYETHYLENE (P.E.) PRESSURE PIPE, TUBING AND FITTINGS, 1/2" THROUGH 3", FOR WATER				
ASTM D1248 -STANDARD SPECIFICATION FOR POLYETHYLENE MOLDING AND EXTRUSION MATERIALS				
ASTM D2737 -STANDARD SPECIFICATION FOR POLYETHYLENE (P.E.) PLASTIC TUBING (CTS - O.D.)				
PE 4710 RESIN, ENDOT ENDOPURE ONLY. BLUE WITH VIRGIN CLEAR CENTER				
DUCTILE IRON PIPE SHALL BE DESIGNED IN ACCORDANCE WITH ANSI STANDARD A21.51-86 (AWWA C151-86) - LATEST DUCTILE IRON PIPE, CENTRIFUGALLY CAST IN METAL MOLDS OR SAND-LINED MOLDS FOR WATER OR OTHER LIQUIDS. PIPE SHALL HAVE DESIGN VALUES OF 60,000 PSI TENSILE STRENGTH, 42,000 PSI YIELD STRENGTH, AND 10% MINIMUM ELONGATION. PIPE SHALL BE CEMENT-LINED AND SHALL UTILIZE PUSH-ON TIES CONFORMING TO THE REQUIREMENTS OF ANSI A21.11 (AWWA C111). THE PRESSURE RATING, METAL THICKNESS CLASS, NET WEIGHT OF PIPE WITHOUT LINING, LENGTH OF PIPE, AND NAME OF MANUFACTURER SHALL BE CLEARLY MARKED ON EACH LENGTH OF PIPE. FOR DUCTILE IRON PIPE, ANSI WALL THICKNESS SHALL BE A MINIMUM OF THICKNESS CLASS 50. UNDERGROUND METAL PIPE SHALL HAVE BLUE STRIPES APPLIED TO THE PIPE WALL.				
ALL UNDERGROUND FITTINGS 4" AND LARGER FOR DUCTILE IRON PIPE AND PVC PIPE SHALL BE DUCTILE IRON FITTINGS AND HAVE MECHANICAL JOINT ENDS, SHALL BE CEMENT MORTAR LINED AND BITUMINOUS SEALED, SHALL BE CLASS 250 MINIMUM AND SHALL CONFORM TO ANSI A21.10 (AWWA C110) -LATEST OR ANSI A21.53 (AWWA C153) LATEST. APPROVED MANUFACTURERS: TYLER-UNION, OR APPROVED EQUAL.				
ALL UNDERGROUND FITTINGS LESS THAN 4" SHALL BE SCHEDULE 40 PVC PUSH-ON JOINTS.				
VALVES:				
GATE VALVES SMALLER THAN 2" SHALL MEET FEDERAL SPECIFICATION WW-V-54 TYPE I, CLASS A. VALVES SHALL HAVE THREADED ENDS, ROUGH BODIES AND FINISHED TRIMMINGS, RISING STEMS AND 2" OPERATING NUTS.				
GATE VALVES 2" AND OVER IN SIZE SHALL BE RESILIENT-WEDGE WITH CAST IRON OR DUCTILE IRON BODIES MEETING AWWA C509 OR AWWA C515 -LATEST. VALVES SHALL HAVE EITHER THREADED OR MECHANICAL JOINT CONNECTIONS, NON-RISING STEMS AND 2" SQUARE OPERATING NUTS. RESILIENT-WEDGE GATE VALVES SHALL BE MUELLER #2360 SERIES OR EJ FLOWMASTER SERIES OR APPROVED EQUAL.				
	CITY OF WILDWOOD 100 NORTH MAIN STREET WILDWOOD, FLORIDA 34785 (352) 330-1330	SCALE NONE LATEST REVISION 01-16-19	CITY OF WILDWOOD WATER DETAIL POTABLE WATER DISTRIBUTION SPECIFICATIONS	DETAIL NUMBER W-01 1 OF 5

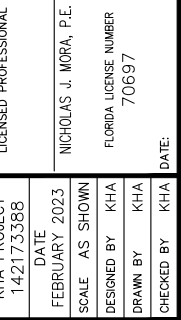
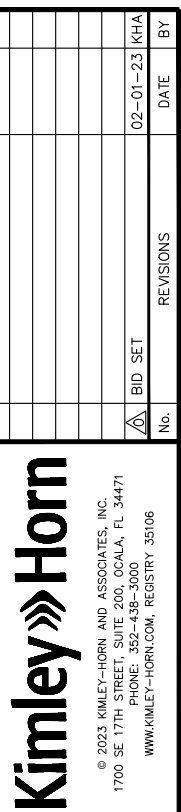
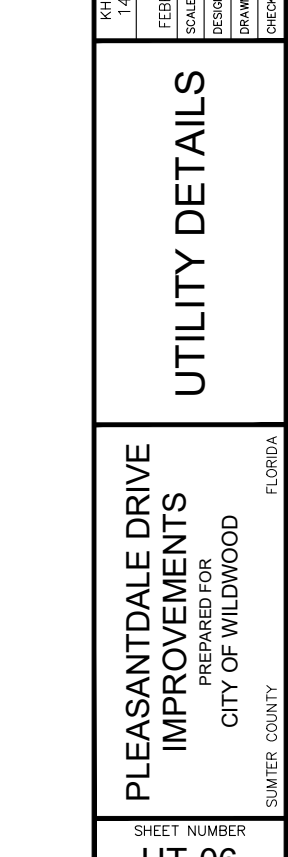
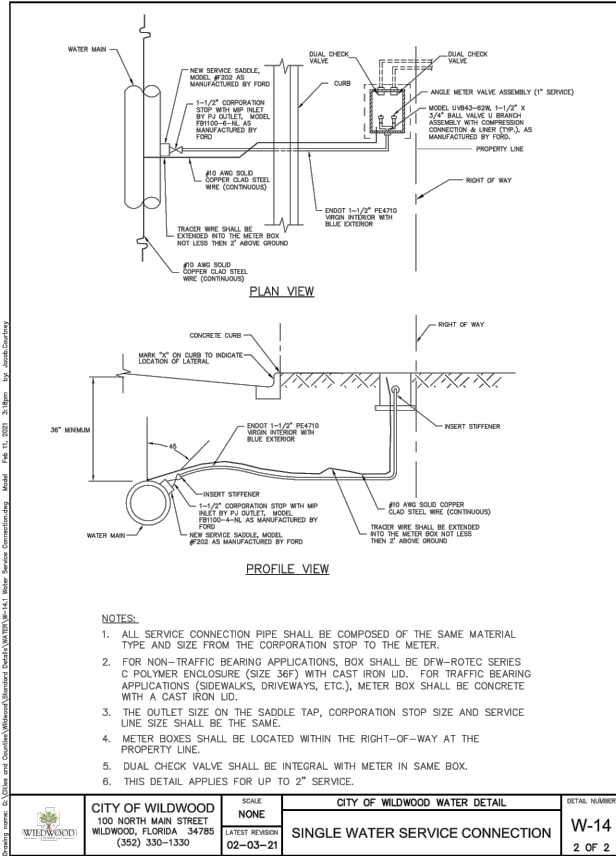
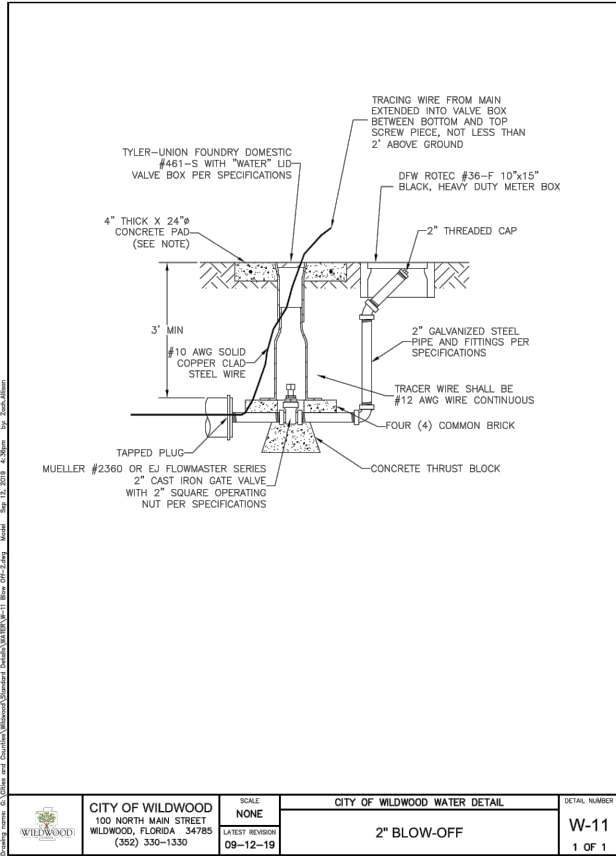
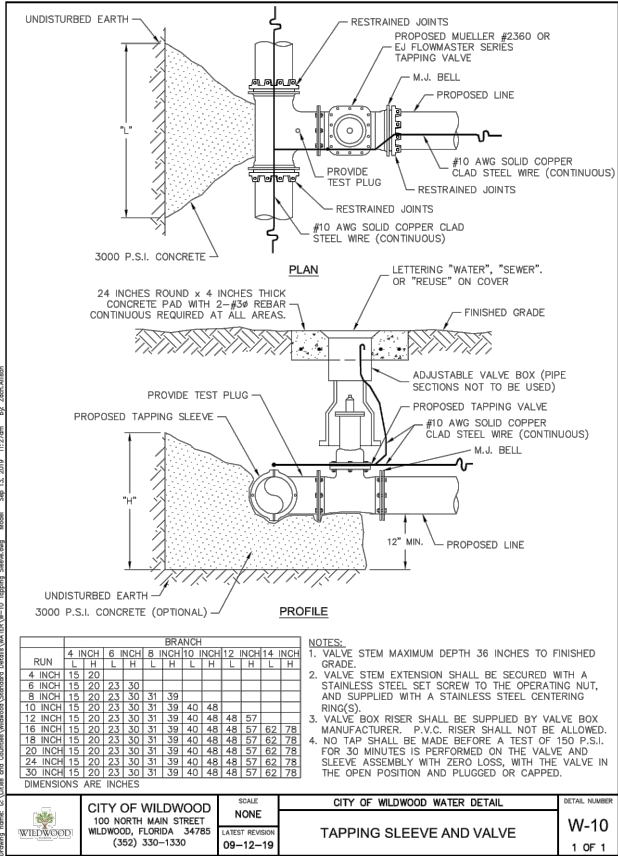
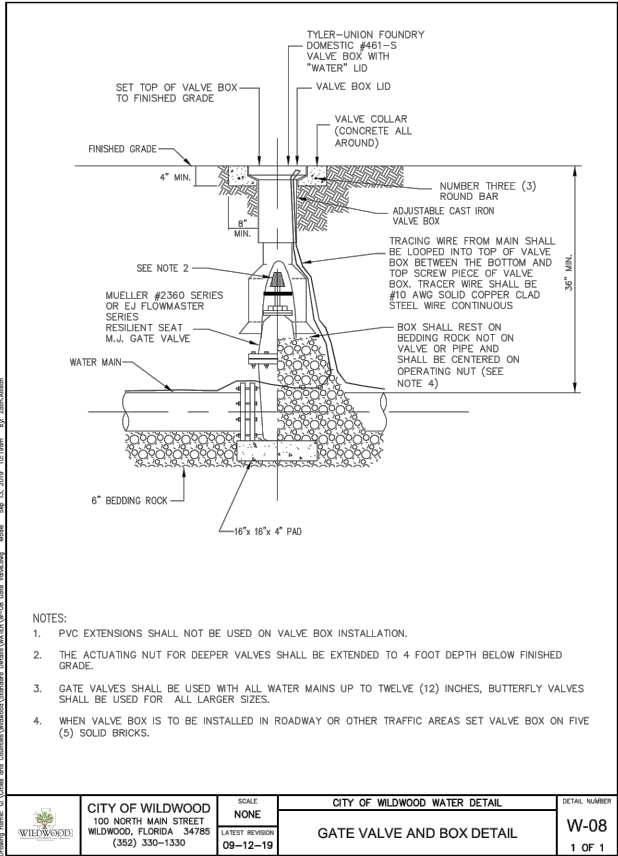
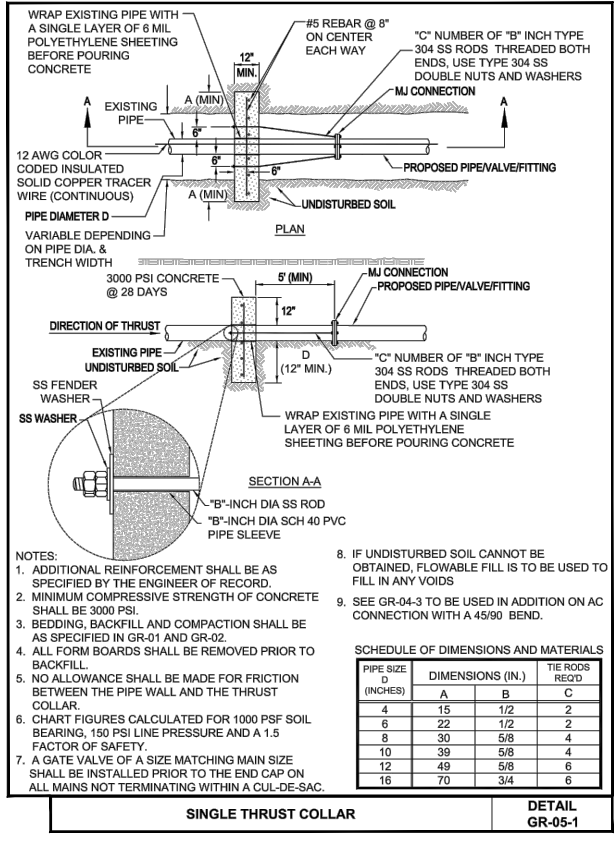
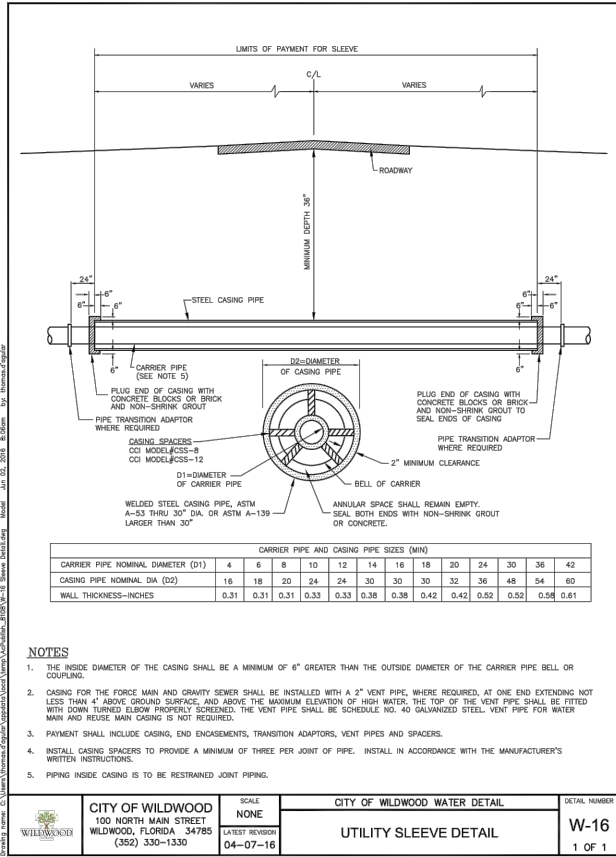
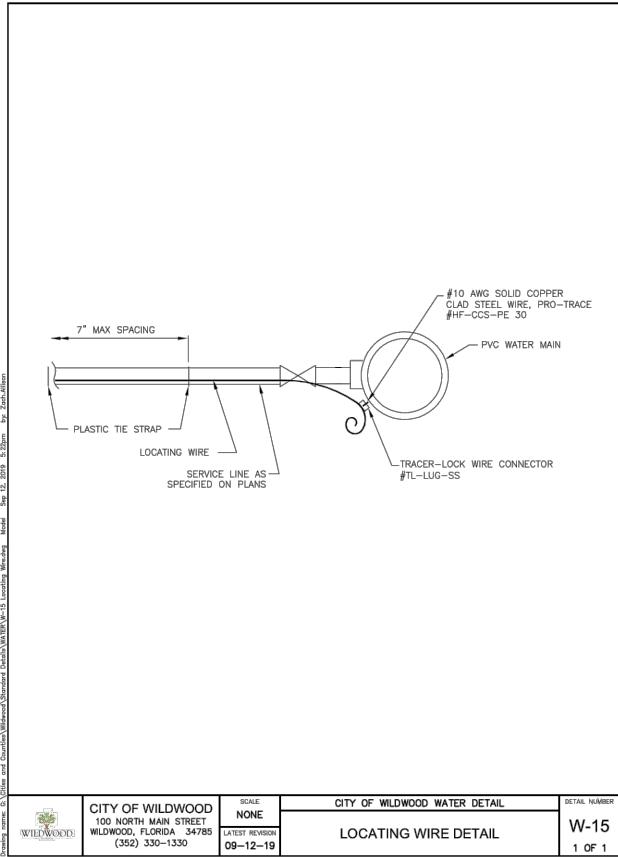
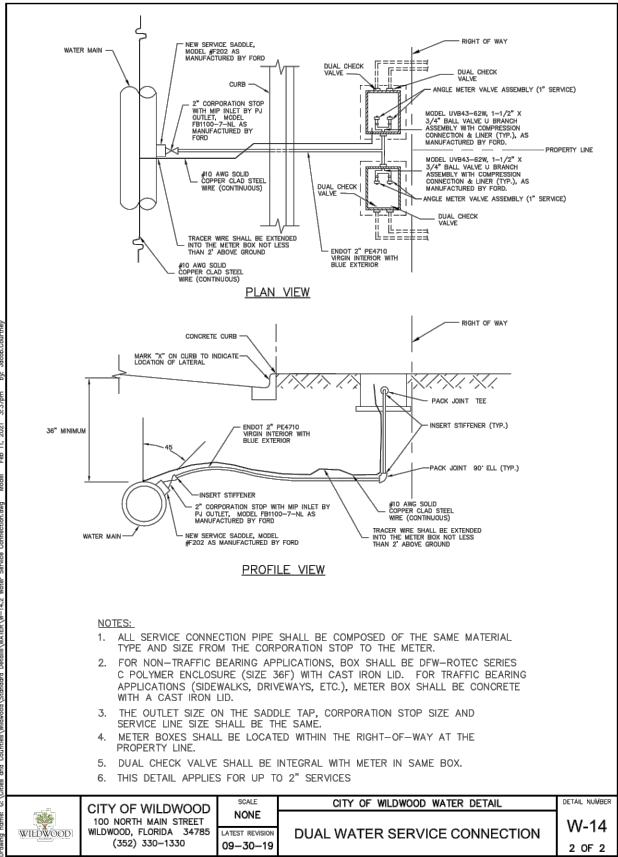
BACKFILLING:				
TRENCHES SHALL BE BACKFILLED WITH THE EXCAVATED MATERIALS FROM WHICH LARGE CLODS OR STONES HAVE BEEN REMOVED AND SHALL BE CAREFULLY DEPOSITED IN LAYERS NOT TO EXCEED 12" AND THOROUGHLY AND CAREFULLY RAMMED UNTIL ENOUGH FILL HAS BEEN PLACED TO PROVIDE A COVER OF NOT LESS THAN 2" ABOVE THE PIPE. THE REMAINDER OF THE BACKFILL MATERIAL MAY THEN BE PLACED AND SHOULD BE MOISTENED AND TAMPED TO INSURE PROPER COMPACTION.				
BACKFILL SHALL NOT BE PLACED OVER ANY PLASTIC PIPE WHILE IT IS IN A HEATED CONDITION. BEFORE BACKFILLING THE PIPE, THE TEMPERATURE SHALL BE BROUGHT TO THE APPROXIMATE TEMPERATURE OF THE GROUND EITHER BY RUNNING WATER THROUGH IT OR BY BACKFILLING IN THE EARLY MORNING WHEN THE PIPE AND GROUND ARE AT THE SAME TEMPERATURE.				
WHENEVER THE TRENCHES HAVE NOT BEEN PROPERLY FILLED, OR IF SETTLEMENT OCCURS, THEY SHALL BE REFILLED, COMPACTED, SMOOTHED OFF, AND FINALLY MADE TO CONFORM TO THE SURFACE OF THE GROUND. BACKFILL IN OPEN TRENCHES ACROSS ROADWAYS OR OTHER AREAS WHICH ARE TO BE REPAVED SHALL BE MADE AS SPECIFIED ABOVE EXCEPT THAT THE ENTIRE FILL ABOVE PIPE SHALL BE DEPOSITED IN LAYERS NOT TO EXCEED 12" IN THICKNESS, MOISTENED AND COMPACTED TO 98% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180 SO THAT WHEN BACKFILLING IS COMPLETED, THE ROADWAY PAVING MAY BE PLACED IMMEDIATELY.				
DISINFECTING				
DISINFECTING THE WATER MAIN AND CONDUCTING BACTERIOLOGICAL SURVEYS AND EVALUATIONS MUST BE DONE IN ACCORDANCE WITH AWWA C651.				
AFTER THE INSTALLATION HAS BEEN COMPLETED, THE CONTRACTOR SHALL CONTACT THE UTILITY TO UNLOCK THE VALVE BOX COVER AT THE POINT OF CONNECTION AND THE WATER LINES APPURTENANCES SHALL BE THOROUGHLY FLUSHED AND THEN DISINFECTED BY THE APPLICATION OF CHLORINE, EITHER GASEOUS OR IN HYPOCHLORITE FORM, UNTIL A RESIDUAL CHLORINE CONTENT OF AT LEAST 50 PPM IS OBTAINED THROUGHOUT THE SYSTEM. THIS CHLORINATED WATER SHALL REMAIN IN THE LINES FOR A PERIOD OF 24 HOURS, DURING WHICH TIME THE VALVES SHALL BE OPENED SEVERAL TIMES IN ORDER TO WET ALL OF THE PARTS.				
UPON COMPLETION OF THE FLUSHING AND DISINFECTION OF THE WATER LINES, THE CONTRACTOR SHALL HAVE WATER SAMPLES TESTED FOR BACTERIOLOGICAL MAIN CLEARANCE IN ACCORDANCE WITH APPLICABLE STATE OF FLORIDA DEPT. OF ENVIRONMENTAL PROTECTION (F.D.E.P.) REQUIREMENTS. IN THE EVENT THAT THESE TESTS FAIL DUE TO CONTAMINATION, INADEQUATE STERILIZATION, OR FOR ANY OTHER CAUSE DIRECTLY RELATED TO THE WORK OF THE CONTRACTOR, THE WATER LINES SHALL BE DISINFECTED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. THE COST OF THE NECESSARY RETESTING FOR BACTERIOLOGICAL MAIN CLEARANCE SHALL BE CHARGED DIRECTLY TO THE CONTRACTOR OR DEDUCTED FROM ANY PAYMENT DUE.				
EXCEPT AS REQUIRED FOR FLUSHING, DISINFECTION, AND BACTERIOLOGICAL MAIN CLEARANCE SAMPLING, THE TIE-IN VALVE SHALL REMAIN CLOSED AND LOCKED UNTIL THE NEW SYSTEM HAS BEEN CLEARED FOR SERVICE BY THE F.D.E.P.				
PLUMBING CODE:				
ALL PIPING AND RELATED FITTING SHALL BE INSTALLED ACCORDING TO THE PLUMBING CODE OF THE STATE OF FLORIDA, LOCAL AUTHORITIES AND MANUFACTURER'S RECOMMENDATIONS. WHEREVER THESE SPECIFICATIONS AND/OR DRAWINGS EXCEED THE REQUIREMENTS OF SAID CODES, THESE DOCUMENTS TAKE PRECEDENCE. THE PIPING MUST BE INSTALLED IN A STRONG, NEAT AND WORKMANLIKE MANNER, SUBJECT TO THE RESTRICTIONS INDICATED.				
	CITY OF WILDWOOD 100 NORTH MAIN STREET WILDWOOD, FLORIDA 34785 (352) 330-1330	SCALE NONE LATEST REVISION 11-10-14	CITY OF WILDWOOD WATER DETAIL POTABLE WATER DISTRIBUTION SPECIFICATIONS	DETAIL NUMBER W-01 5 OF 5

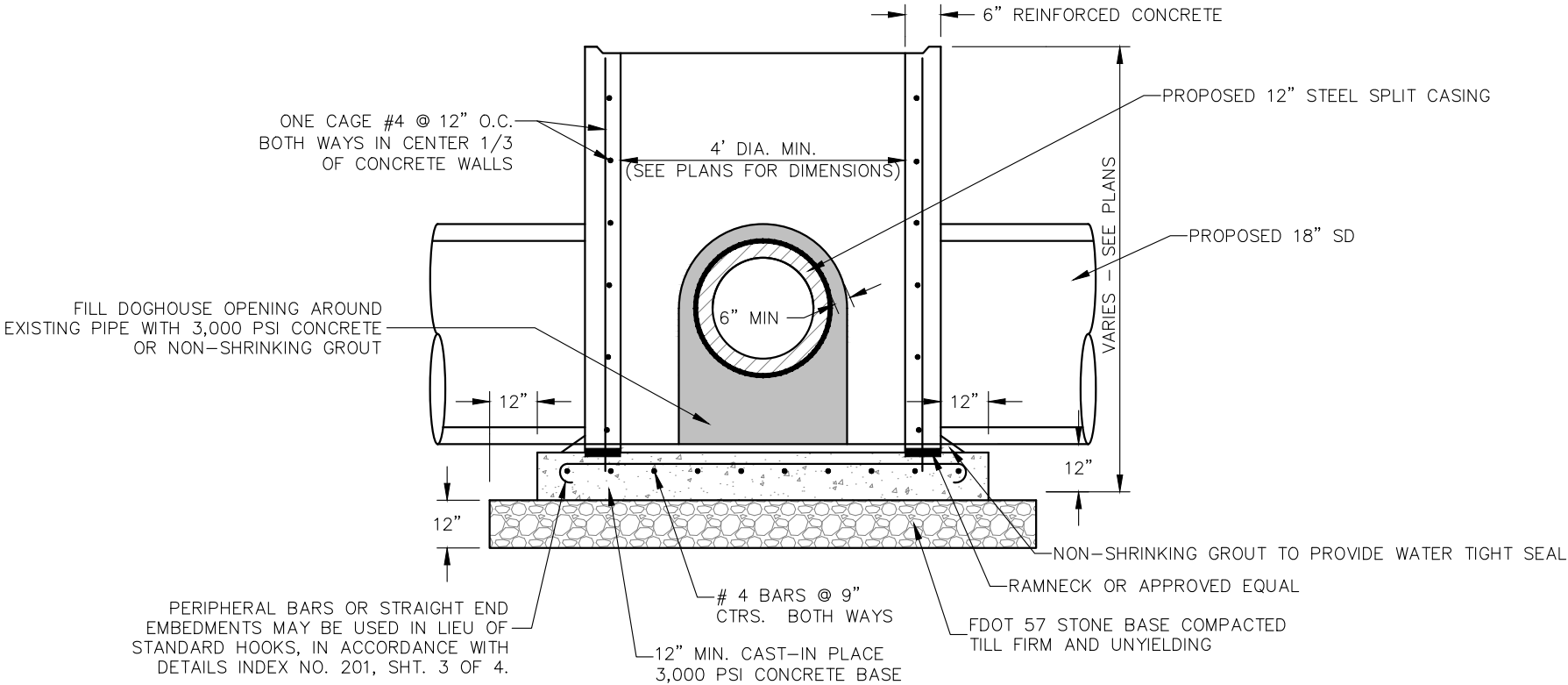
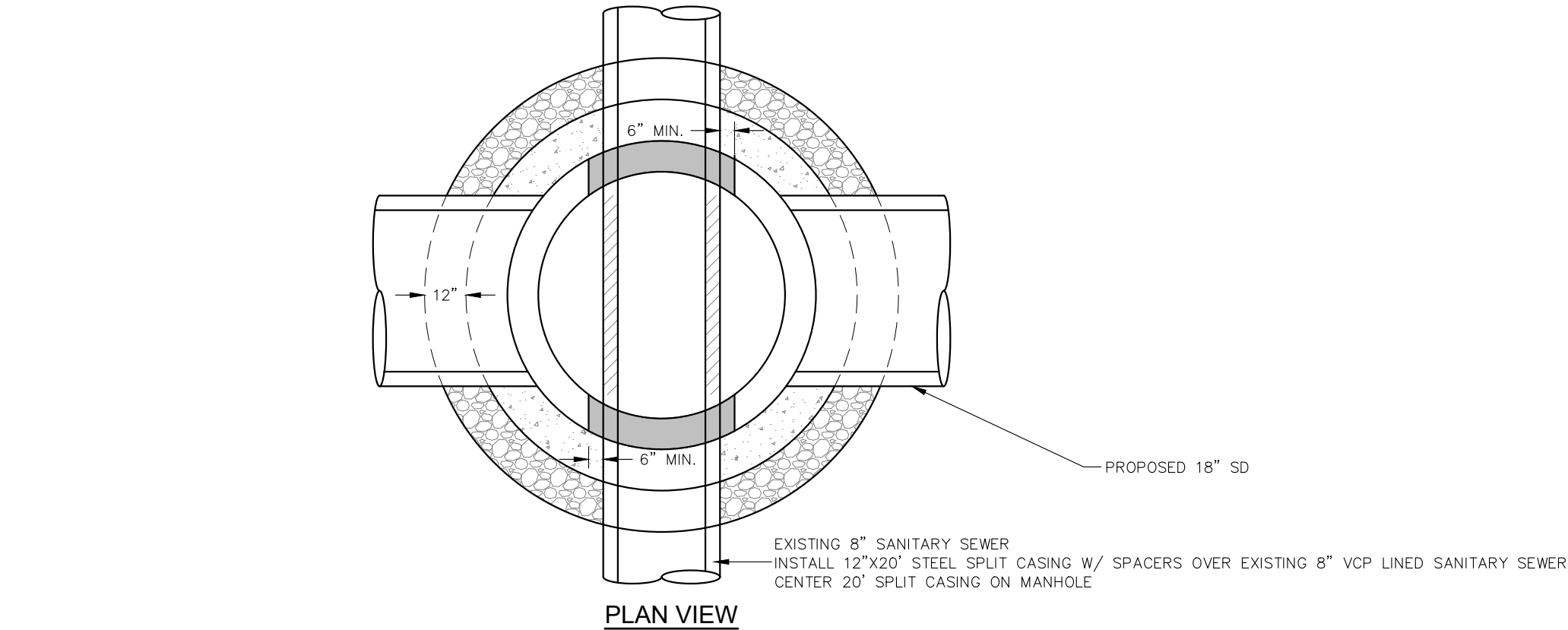
TAPPING SLEEVES AND VALVES				
FOR TAPS 4" AND LARGER ON MAIN LINES 6" AND LARGER, THE TAPPING SLEEVE SHALL BE A FORD FAST TAPPING SLEEVE, ROMAC, OR APPROVED EQUAL, AND THE TAPPING VALVE SHALL BE A MUELLER T2360, EJ FLOWMASTER, OR APPROVED EQUAL.				
FOR TAPS SMALLER THAN 4" ON MAIN LINES LARGER THAN 2" AND LESS THAN 6", THE SADDLE SHALL BE A DOUBLE STRAP, IRON BODY SADDLE WITH STEEL BANDS, FORD F202 OR APPROVED EQUAL. THE TAPPING VALVE SHALL BE A BRASS CORPORATION STOP OR A RESILIENT SEATED GATE VALVE, FOR A SERVICE LINE, THE TAPPING VALVE SHALL BE A BRASS CORPORATION STOP, FORD FB100-NL OR APPROVED EQUAL.				
WHEN TAPPING A MAIN LINE 3" OR LESS, THE SADDLE SHALL BE FORD S71 OR APPROVED EQUAL. THE TAPPING VALVE SHALL BE A BRASS CORPORATION STOP, FORD FB100-NL OR APPROVED EQUAL.				
VALVE BOXES				
VALVE BOXES FOR VALVES SHALL BE TYLER-UNION FOUNDRY DOMESTIC #461-S, FINE GRAIN CAST IRON ROADWAY BOXES WITH A 5-1/4" SHANK, ADJUSTABLE HEIGHT BY SCREWING FOR THE TRENCH DEPTH SPECIFIED ON THE DRAWINGS. BOXES ARE TO BE COMPLETE WITH TOP AND BASE SECTION AND DROP TOP COVER WITH THE WORD "WATER" PERMANENTLY CAST IN IT.				
BLOW-OFF VALVE ASSEMBLY				
THE CONTRACTOR SHALL FURNISH AND INSTALL BLOW-OFF ASSEMBLIES IN THE LOCATIONS SHOWN ON THE DRAWINGS. EACH ASSEMBLY SHALL CONSIST OF A BLOW-OFF BRANCH, 2" EJ FLOWMASTER THREADED MODEL GATE VALVE W/ 2" OPERATING NUT, CAP, FITTINGS, INTER-CONNECTING PIPING AND THRUST BLOCKING. SIZES SHALL BE AS SHOWN IN THE DETAIL DRAWING. PIPE AND FITTINGS SHALL BE AS SPECIFIED IN THE PRECEDING PARAGRAPHS.				
METER BOX ASSEMBLY				
THE CONTRACTOR SHALL FURNISH AND INSTALL METER BOX ASSEMBLIES IN THE LOCATIONS SHOWN ON THE DRAWINGS. EACH ASSEMBLY SHALL INCLUDE AN ANGLE METER VALVE, A U-BRANCH OR Y-BRANCH AS APPLICABLE, AND A WATER METER BOX.				
ACCEPTABLE MANUFACTURERS SHALL BE: DUAL BOX - DFW ROTEC #39F BLACK COMPLETE W/ CI READER, DFW PLASTICS 1200 OR 1500, OR APPROVED EQUAL. SINGLE BOX - DFW ROTEC #36F BLACK COMPLETE W/ CI READER, DFW PLASTICS 1200 OR 1500, OR APPROVED EQUAL.				
ALL WATER METERS WILL BE INSTALLED BY THE CITY. A INTEGRAL DUAL CHECK VALVE OR DOUBLE CHECK VALVE SHALL BE INSTALLED WHERE APPROPRIATE. BACKFLOW DEVICES SHALL BE INSTALLED BY THE DEVELOPER/OWNER. BACKFLOW DEVICES SHALL BE TESTED BY A CERTIFIED TESTER AND THE RESULTS SUBMITTED TO THE WATER DEPARTMENT FOR VERIFICATION.				
PIPE LAYING				
PRIOR TO CONNECTION OF NEW MAINS TO EXISTING STUBS, THE UTILITY SHALL INSTALL A LOCKING VALVE BOX COVER ON THE EXISTING TIE-IN VALVE TO PREVENT UNSUPERVISED OPENING OF THE VALVE.				
THE APPROXIMATE LOCATION OF THE WATER LINES WILL BE STAKED IN THE FIELD BY THE SURVEYOR, BUT INSTALLATION OF THE WATER LINE WILL BE ROUTED AROUND ANY AND ALL TREES, ROOTS AND OTHER OBSTRUCTIONS ON LINE.				
UNLESS SPECIFICALLY DESIGNATED ON THE DRAWINGS, OR SO ORDERED BY THE ENGINEER, THE PIPE SHALL BE BURIED TO A DEPTH TO OBTAIN AT LEAST 36" OF COVER.				
THE CONTRACTOR SHALL INSTALL EARLY WARNING TAPE 12" ABOVE TOP OF PIPE. IN ADDITION, THE CONTRACTOR SHALL INSTALL A #12 AWG COPPER WIRE CONTINUOUS FOR TRACING.				
BEFORE THE PIPE IS LAID IN THE TRENCH THE EARTH FORMING THE BED SHALL BE CAREFULLY FREED OF ALL STONES, ROOTS, ETC. THE BOTTOM OF THE TRENCH WILL BE EXCAVATED BY HAND AND A FIRM FULL-LENGTH SUPPORT FORMED FOR ALL PIPE, VALVES AND FITTINGS. THE PIPE SHALL BE LAID BY SNAKING IN THE TRENCH.				
PIPE JOINTS - ALL SURFACES OF THE PORTIONS OF THE PIPE AND JOINTING MATERIAL TO BE JOINED SHALL BE CLEAN AND DRY. FOR THE INSTALLATION OF PIPE WITH THE "COMPRESSION RING" FITTING, A BELL RING LUBRICANT SHALL BE APPLIED TO THE BEVELED PORTION OF THE SPOIGT END. SUCH LUBRICANT SHALL BE OF THE TYPE AND QUALITY AS RECOMMENDED BY THE PIPE MANUFACTURER. CARE SHALL BE EXERCISED TO INSURE THAT THE COMPRESSION RING IS PROPERLY SEATED AND THE PIPE IS COMPLETELY INSERTED SO THAT THE REFERENCE MARKS ON THE SPOIGT END CAN JUST BE SEEN.				
	CITY OF WILDWOOD 100 NORTH MAIN STREET WILDWOOD, FLORIDA 34785 (352) 330-1330	SCALE NONE LATEST REVISION 06-01-16	CITY OF WILDWOOD WATER DETAIL POTABLE WATER DISTRIBUTION SPECIFICATIONS	DETAIL NUMBER W-01 2 OF 5

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	CITY OF WILDWOOD 100 NORTH MAIN STREET WILDWOOD, FLORIDA 34785 (352) 330-1330	SCALE NONE LATEST REVISION 11-10-14	CITY OF WILDWOOD WATER DETAIL TYPE A BEDDING AND TRENCHING DETAIL	DETAIL NUMBER W-03 1 OF 1

MECHANICAL RESTRAINTS SHALL BE PROVIDED AT ALL POINTS WHERE THE LINE BENDS GREATER THAN 10" AND AT ALL WYES, TEES, CAPS, VALVES AND REDUCERS.				
CONNECTIONS WILL BE MADE TO THE EXISTING AND/OR CONSTRUCTED FACILITIES IN ACCORDANCE WITH STANDARD PLUMBING PRACTICE. ANY CONNECTIONS MADE BETWEEN ANY WATER PIPE AND ANY OTHER TUBE PIPE SHALL BE MADE USING CONNECTORS AND ADAPTERS DESIGNED FOR THE PURPOSE OF CONNECTING THE TWO TYPES OF PIPE.				
SINGLE AND MULTIPLE SERVICES SHALL BE AS SPECIFIED AND SHALL BE MADE BY INSTALLING A DOUBLE STRAP SADDLE OF THE APPROPRIATE SIZE FOR THE MATERIAL USED AND A CTS THREAD ADAPTER DESIGNED FOR USE WITH THE POLYETHYLENE PIPE. THE POLYETHYLENE PIPE SHALL THEN BE INSTALLED TO THE PROPER ALIGNMENT AND DEPTH AND CONNECTED TO THE METER BOX ASSEMBLY WITH A COMPRESSION TYPE ADAPTER DESIGNED FOR USE WITH PE TUBING.				
VALVE BOXES SHALL BE SET TO CONFORM ACCURATELY TO THE FINISHED PAVEMENT SURFACE. ALL ADJUSTMENTS REQUIRED FOR GRADE SHALL BE DONE AFTER ALL BASE CONSTRUCTION HAS BEEN COMPLETED. IMMEDIATELY BEFORE THE PLACEMENT OF THE FINAL ASPHALT SURFACE COURSE, THE VALVE SHALL BE UNCOVERED AND THE VALVE BOX SO PLACED AS TO ACCURATELY MEET THE FINISHED PAVEMENT GRADE. THE AREA EXCAVATED IN THE LIME ROCK BASE COURSE TO ALLOW FOR ADJUSTMENT OF THE VALVE BOX TO GRADE SHALL BE BACKFILLED WITH LIME ROCK AND COMPACTED TO THE SAME DENSITY AS THE LIMEROCK BASE COURSE.				
AT THE END OF EACH WORK DAY AND/OR WHEN THE PIPE IS LEFT OPEN FOR LONG PERIODS, ALL OPEN ENDS OF THE PIPE WILL BE SUFFICIENTLY COVERED TO PREVENT ENTRANCE OF TRASH OR WILDLIFE.				
ANY PIPE INSTALLED AND SUBSEQUENTLY REMOVED SHALL NOT BE REINSTALLED AND SHALL IMMEDIATELY BE REMOVED FROM THE JOB SITE.				
CLEARANCE REQUIREMENTS				
VERTICAL SEPARATION BETWEEN UNDERGROUND WATER MAINS AND SANITARY OR STORM SEWER LINES, WASTEWATER OR STORMWATER FORCE MAIN, OR RECLAIMED WATER PIPELINES:				
(1) NEW OR RELOCATED UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED GRAVITY-TYPE OR VACUUM-TYPE SANITARY SEWER OR STORM SEWER LINES SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 18" ABOVE OR BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.				
(2) NEW OR RELOCATED UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED PRESSURE-TYPE SANITARY SEWER, WASTEWATER OR STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 18" ABOVE OR BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.				
(3) AT THE UTILITY CROSSINGS DESCRIBED IN PARAGRAPHS (1) AND (2) ABOVE, ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE. ALTERNATIVELY, AT SUCH CROSSINGS, THE PIPES SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST 10' FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWER LINES, STORM SEWER LINES, STORMWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, FAC. AND AT LEAST 10' FROM ALL JOINTS IN GRAVITY-TYPE OR PRESSURE-TYPE SANITARY SEWER LINES, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, FAC.				
(4) SEPARATION BETWEEN WATER MAINS AND SANITARY OR STORM SEWER MANHOLES:				
A. NO WATER MAIN SHALL PASS THROUGH, OR COME IN CONTACT WITH, ANY PART OF A SANITARY MANHOLE.				
B. WATER MAINS SHALL NOT BE CONSTRUCTED OR ALTERED TO PASS THROUGH, OR COME INTO ANY CONTACT WITH, ANY PART OF A STORM SEWER MANHOLE OR INLET STRUCTURE.				
(5) WHERE AN UNDERGROUND WATER MAIN IS BEING LAID LESS THAN 3' HORIZONTALLY FROM ANOTHER PIPELINE AND WHERE AN UNDERGROUND WATER MAIN IS CROSSING ANOTHER PIPELINE AND IS BEING LAID LESS THAN THE REQUIRED MINIMUM VERTICAL DISTANCE FROM THE OTHER PIPELINE:				
A. USE OF PIPE OR CASING PIPE, HAVING HIGH IMPACT STRENGTH (I.E., HAVING AN IMPACT STRENGTH AT LEAST EQUAL TO THAT OF 0.25" THICK DUCTILE IRON PIPE) OR CONCRETE ENCASEMENT AT LEAST 4" THICK FOR THE WATER MAIN; AND				
B. USE OF PIPE OR CASING PIPE HAVING HIGH IMPACT STRENGTH (I.E. HAVING AN IMPACT STRENGTH AT LEAST EQUAL TO THAT OF 0.25"-THICK DUCTILE IRON PIPE) OR CONCRETE ENCASEMENT AT LEAST 4" THICK FOR THE OTHER PIPELINE IF IT IS NEW AND IS CONVEYING WASTEWATER OR RECLAIMED WATER.				
	CITY OF WILDWOOD 100 NORTH MAIN STREET WILDWOOD, FLORIDA 34785 (352) 330-1330	SCALE NONE LATEST REVISION 06-25-15	CITY OF WILDWOOD WATER DETAIL POTABLE WATER DISTRIBUTION SPECIFICATIONS	DETAIL NUMBER W-01 3 OF 5

NOTES: 1. PIPE BEDDING: SELECT COMMON FILL COMPACTED TO 95% OF THE MAXIMUM DENSITY AS PER AASHTO T-180. 2. TRENCH BACKFILL: COMMON FILL COMPACTED TO 95% (98% UNDER ROADWAYS) OF THE MAXIMUM DENSITY AS PER AASHTO T-180. 3. PIPE BEDDING UTILIZING SELECT COMMON FILL OR BEDDING ROCK IN ACCORDANCE WITH TYPE A BEDDING AND TRENCHING DETAIL MAY BE REQUIRED AS DIRECTED BY THE ENGINEER. 4. (*): 15" MAX. FOR PIPE DIAMETER LESS THAN 24", AND 24" MAX. FOR PIPE DIAMETER 24" AND LARGER. 5. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION. 6. ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF THE FLOW. 7. FINAL RESTORATION SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF GOVERNING AGENCIES.					
 CITY OF WILDWOOD 100 NORTH MAIN STREET WILDWOOD, FLORIDA 34785 (352) 330-1330		SCALE NONE LATEST REVISION 11-10-14	CITY OF WILDWOOD WATER DETAIL TYPE B BEDDING AND TRENCHING DETAIL		DETAIL NUMBER W-04 1 OF 4





NOTE:

1. CONTRACTOR TO FIELD VERIFY ALL ELEVATIONS AND DIMENSIONS PRIOR TO CONSTRUCTION.

CONFLICT UTILITY MANHOLE

SDKH30A

N.T.S.

PLEASANTDALE DRIVE IMPROVEMENTS PREPARED FOR CITY OF WILDWOOD		UTILITY DETAILS		KHA PROJECT 142173388		LICENSED PROFESSIONAL		Kimley»Horn © 2023 KIMLEY-HORN AND ASSOCIATES, INC. 1700 SE 17TH STREET, SUITE 200, OCALA, FL 34471 WWW.KIMLEY-HORN.COM, REGISTRY 35106		No.		REVISIONS		DATE		BY	
SHEET NUMBER UT-07		FLORIDA		DATE FEBRUARY 2023		NICHOLAS J. MOFA, P.E.				No.				02-01-23		KHA	
				SCALE AS SHOWN		DESIGNED BY KHA		FLORIDA LICENSE NUMBER 70697		No.				BID SET			
				DRAIN BY KHA		CHECKED BY KHA		DATE:		No.							



SPECIFICATIONS PLEASANTDALE DRIVE IMPROVEMENTS



City of Wildwood, Florida

February 2023

Kimley-Horn Project No. 142173388

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1700 SE 17th Street, Suite 200
Ocala, Florida 34471
352 438-3000 TEL



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00304	Immigration Affidavit Certification
00500	Agreement
00622	Application for Payment
00630	Performance and Payment Bond
00650	Certificate of Insurance
00652	Reference Form
00700	Standard General Conditions
00800	Supplemental Conditions
00801	Special Provisions
01700	Contract Closeout

END OF SECTION

SECTION 00020 – INVITATION TO BID

CITY OF WILDWOOD – PLEASANTDALE DRIVE IMPROVEMENTS

DATE: February 2023

Project Number: 142173388

NOTICE IS HEREBY GIVEN that the City of Wildwood will receive sealed bids for construction of **Pleasantdale Drive Improvements**. All contractors licensed by the State of Florida are hereby invited to submit a bid on the above referenced project. Bids will be received until 12:00 PM, E.S.T., on March 9, 2023, at the following address: Wildwood City Hall, 100 N. Main Street, Wildwood, FL 34785. For more information, contact Stacy Boney at Kimley-Horn and Associates, Inc. at (352) 438-3000.

DESCRIPTION OF WORK: All work for the Project shall be constructed in accordance with the Drawings and Specifications prepared by the Engineer. Bids shall be submitted for furnishing, delivering, and installing all materials, equipment, and services including labor for the Work, which generally involves the following activities:

Pavement rehabilitation, curbing, driveway restoration, drainage improvement, and watermain replacement.

CONTRACT TIME: Construction time to achieve Substantial Completion is 120 consecutive calendar days from the date of the Notice to Proceed, with an additional 30 consecutive calendar days to achieve Final Completion. Total construction duration is 150 consecutive calendar days.

PROJECT MANUAL AND DRAWINGS: Copies of the Project Manual and Drawings are available for review at the City of Wildwood City Hall or the Office of the Engineer (Issuing Office). Bid packages may be obtained by downloading from the City Website <https://www.wildwood-fl.gov> or by contacting the office of the Engineer **via email** at the contact info shown below:

Kimley-Horn and Associates, Inc.
1700 SE 17th Street, Suite 200
Ocala, Florida 34471
(352) 438-3000 TEL
E-mail: stacy.boney@kimley-horn.com

All bids shall be prepared using the Project Manual and Drawings. Addenda will be sent via e-mail to all documented plan holders up to seventy-two (72) hours before the Bid closing time. The Owner/Engineer is not responsible for delivery of addenda to prospective bidders.

PRE-BID MEETING: No pre-bid meeting is scheduled for this Project.

PERFORMANCE AND PAYMENT BOND: The Owner will require that the Contractor furnish a Performance and Payment Bond in an amount equal to 100% of the Contract Price. All Payment and Performance Bonds shall be secured from or countersigned by an agency or surety company recognized in good standing and authorized to do business in the State of Florida.

END OF SECTION

SECTION 00100 INSTRUCTIONS TO BIDDERS

ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office* – The office from which the Bidding Documents are to be issued.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within ten (10) days of Owner's request, Bidder shall submit (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:
- A. Evidence of Bidder's authority to do business in the state where the Project is located.
- B. Bidder's state or other contractor license number, if applicable.
- C. Subcontractor and Supplier qualification information; coordinate with provisions of Article 10 of these Instructions, "Subcontractors, Suppliers, and Others."
- D. Other required information regarding qualifications
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – BIDDER'S REPRESENTATIONS

- 4.01 It is the responsibility of each Bidder before submitting a Bid to:
- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially

with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;

- E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;
- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 5 – INTERPRETATIONS AND ADDENDA

- 5.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 5.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 6 – CONTRACT TIMES

- 6.01 The number of days within which, or the dates by which the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 7 – LIQUIDATED DAMAGES

- 7.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 8 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 8.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material

or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.

- 8.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 9 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 9.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 9.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.
- 9.03 The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers proposed for the Work. If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 9.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

ARTICLE 10 – PREPARATION OF BID

- 10.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 10.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 10.03 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 10.04 A Bid by an individual shall show the Bidder’s name and official address.
- 10.05 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.

- 10.06 All names shall be printed in ink below the signatures.
- 10.07 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 10.08 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 10.09 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 11 – BASIS OF BID

11.01 *Lump Sum*

Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.

11.02 *Allowances*

- A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

ARTICLE 12 – SUBMITTAL OF BID

- 12.01 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED – PLEASANTDALE DRIVE IMPROVEMENTS." A mailed Bid shall be addressed to Jeremy Hockenbury, Public Works Director, 100 N. Main Street, FL 34785.
- 12.02 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 13 – MODIFICATION AND WITHDRAWAL OF BID

- 13.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

ARTICLE 14 – OPENING OF BIDS

- 14.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 15 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 15.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid prior to the end of this period.

ARTICLE 16 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 16.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.
- 16.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid for the Work inclusive or exclusive of any alternates at its sole discretion.
- 16.03 Evaluation of Bids
- A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 16.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 16.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 17 – BONDS AND INSURANCE

- 17.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 18 – SIGNING OF AGREEMENT

- 18.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within 30 days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

END OF SECTION

SECTION 00300 – BID FORM

1. The undersigned Bidder does hereby declare that he has carefully examined the Invitation to Bid, the Instructions to Bidders, Project Manual and Construction Plans, and project addenda relating to the above-entitled matter and the work and has also examined the site.
2. The undersigned Bidder hereby declares that he has based his proposal on the conditions as they exist on site and has noted all items of work required of the project that is not illustrated on the plans.
3. The undersigned does hereby offer and agree to furnish all materials, to fully and faithfully construct, perform and execute all work in the above titled matter in accordance with the Plans, Drawings and Specifications relating thereto.
4. The undersigned does hereby declare that the prices so stated cover all expenses of every kind incidental to the completion of said work, and the contract therefore, including all claims that may arise through damages or any other causes whatsoever.
5. The undersigned does hereby declare that he shall make no claim on account of minor variation of the approximate estimate in the QUANTITIES or work to be done, nor on account of any misunderstanding or misconception of the nature of the work to be done or the grounds or place where it is to be done.
6. The undersigned does also declare and agree that he will commence the work within ten (10) days after notification by the ENGINEER to do so and will complete the work fully and in every respect on or before the time specified in said contract.
7. The undersigned further agrees that the UNIT PRICES submitted on the Bid Form shall govern all errors in extension or addition and shall void the total base bid submitted on the attached sheet. The corrected extension and addition of all items shall be considered to be the correct base bid for comparison purposes.
8. The undersigned further agrees that the UNIT PRICES submitted on the Bid Form will expire if a contract is not executed within ninety (90) days from the date of bid deadline, and that the Contractor will be fully released from any obligations of this Bid Form.
9. The undersigned agrees that this bid is based on substantially completing the project within sixty (60) calendar days and final completion within ninety (90) calendar days from the date of Notice to Proceed. The Contractor further agrees to pay, as liquidated damages, the sum of one thousand (\$1,000) dollars for each consecutive calendar day thereafter.
10. The Bidder acknowledges having received the following project addenda:

No. _____, Date: _____	No. _____, Date: _____
No. _____, Date: _____	No. _____, Date: _____
No. _____, Date: _____	No. _____, Date: _____
11. By submission of this bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor.

PLEASANTDALE DRIVE IMPROVEMENTS BID FORM					
BID NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
ROADWAY & DRAINAGE IMPROVEMENTS					
1	MOBILIZATION	1	LS		
2	MAINTENANCE OF TRAFFIC	1	LS		
3	AS-BUILT PLANS AND CONSTRUCTION LAYOUT SURVEY	1	LS		
4	POLLUTION PREVENTION AND CONTROL	1	LS		
5	100% GOPHER TORTOISE SURVEY	1	LS		
6	GOPHER TORTOISE RELOCATIONS AND ASSOCIATED PERMITTING (IF REQUIRED)	3	EA		
7	SEDIMENT BARRIER (STANDARD)	3,080	LF		
8	INLET PROTECTION SYSTEM	9	EA		
9	CLEARING & GRUBBING	2.10	AC		
10	EXCAVATION, REGULAR	3,840	CY		
11	EMBANKMENT, REGULAR	520	CY		
12	TYPE B STABILIZATION (12")	3,470	SY		
13	OPTIONAL BASE, BASE GROUP 06	2,770	SY		
14	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC LEVEL C (2")	305	TN		
15	TYPE P-6 MOD CURB INLET (<10') (SEE DETAIL ON PLAN SHEET DR-02)	6	EA		
16	TYPE P-3 CURB INLET (<10')	1	EA		
17	MANHOLES, P-8 (<10')	2	EA		
18	UTILITY CONFLICT MANHOLE	3	EA		
19	PIPE CULVERT, OPTIONAL MATERIAL (ROUND) (18" SD)	1,188	LF		
20	MITERED END SECTION (OPTIONAL ROUND) (18")	1	EA		
21	MIAMI CURB (SEE DETAIL ON PLAN SHEET 04)	2,383	LF		
22	CONCRETE SIDEWALK & DRIVEWAYS (6" THICK)	620	SY		
23	FENCING, TYPE B, STANDARD (5.1'-6.0')	520	LF		
24	FENCE GATE, TYPE B, SINGLE, 12.1-18.0' OPENING	1	EA		
25	PERFORMANCE TURF (SOD)	5,700	SY		
26	RAISED PAVEMENT MARKER, TYPE B	6	EA		
27	PAINTED PAVEMENT MARKINGS - FINAL SURFACE	1	LS		
28	THERMOPLASTIC PAVEMENT MARKINGS (STANDARD-OTHER SURFACES) (WHITE) (SOLID) (24")	10	LF		
29	THERMOPLASTIC PAVEMENT MARKINGS (STANDARD-OTHER SURFACES) (YELLOW) (SOLID) (6")	100	LF		
UTILITIES POTABLE WATER					
30	EXISTING 2" WATER MAIN TO BE REMOVED	2,495	LF		
31	EXISTING 6" WATER MAIN TO BE REMOVED	55	LF		
32	GROUT FILL 200 LF OF 6" WATER MAIN (SEE SHEETS DM-01 & DM-03)	1	LS		
33	8" C-900 DR-18 PVC WATER MAIN (INCLUDES FITTINGS, RESTRAINTS, APPURTENANCES, ETC)	1,135	LF		
34	SINGLE WATER SERVICE CONNECTION	5	EA		
35	DUAL WATER SERVICE CONNECTION	18	EA		
36	10" HDPE WATER MAIN BY HORIZONTAL DIRECTIONAL DRILL (INCLUDES TRANSITION FITTINGS)	150	LF		
37	2" POLY WATER MAIN	150	LF		
38	FIRE HYDRANT RELOCATION	1	EA		
39	FIRE HYDRANT ASSEMBLY	1	EA		
40	8"X12" TAPPING SLEEVE AND VALVE	1	EA		
41	AIR RELEASE VALVE	1	EA		
42	2" LINESTOP	1	EA		
43	6" LINESTOP	1	EA		
44	THRUST COLLAR	1	EA		
45	TEMPORARY JUMPER CONNECTION	1	EA		
46	BACTERIOLOGICAL TESTING	1	LS		
47	POTABLE PRESSURE TESTING	1	LS		
PAYMENT AND PERFORMANCE BOND					
BID TOTAL (WITH OUT ALTERNATIVE)					
ALTERNATIVE BID ITEM		QUANTITY	UNIT	UNIT PRICE	AMOUNT
48	CONCRETE SIDEWALK & DRIVEWAYS (4" THICK) (ALTERNATE BID ITEM)	670	SY		
BID TOTAL (WITH ALTERNATIVE)					

Lump Sum Grand Total amounts are to be shown in both words and figures. In case of discrepancies, the amount in words will govern.

LUMP SUM GRAND TOTAL: \$ _____

WORDS: _____

THIS PROPOSAL DATED THIS _____ day of _____, 2023.

ATTEST:

Witness:

Signature

Printed Name

By:

Authorized Signature (Principal)

Printed Name, Title

Company Name

Address:

Employee I.D. No.

Florida State Certified General
Contractor's License Number

Telephone Number:

END OF SECTION

SECTION 00302 – PUBLIC ENTITY CRIMES STATEMENT

NOTICE TO BIDDERS: This form must be properly completed, executed, and returned with the bid documents in order for your bid to be considered. Failure to do so will result in automatic disqualification.

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES - THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the City of Wildwood by

(Print Name and Title)

This sworn statement is submitted by _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)

2. I understand that a “public entity crime” as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Section 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record, relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Section 287.133(1) (a), Florida Statutes, means: A predecessor or successor of a person convicted of a public entity crime; or An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal

power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

(Draw a line through paragraph #6 is paragraph #7 below applies)

7. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through paragraph #6 is paragraph #7 below applies)

(Bidder Signature)

(Date)

NOTARY PUBLIC

STATE OF FLORIDA

COUNTY OF: _____

Personally appeared before me, the undersigned authority, _____ who

affixed his/her signature in the space provided above on this _____ day of _____, 2023.

(Signature Notary Public)

(Seal)

My commission expires: _____

END OF SECTION

SECTION 00303 – DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with the Florida Statute 287.087 hereby certifies that _____ does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Bidder's Signature

Date

END OF SECTION

SECTION 00304 - IMMIGRATION AFFIDAVIT CERTIFICATION

This Affidavit is required and should be signed, notarized by an authorized principal of the firm, and submitted with formal Invitations to Bid (ITB's) and Request for Proposals (RFP) submittals. Further, Consultants/Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the Consultant's/bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. Failure to include this Affidavit and acceptable evidence of enrollment in the E-Verify program may deem the Consultant/Bidder's proposal as nonresponsive.

The City of Wildwood will not intentionally award City contracts to any Consultant who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

The City of Wildwood may consider the employment by any Consultant of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by the City of Wildwood.

Consultant attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Consultant's/Bidder's proposal.

Company Name: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

State of _____

County of _____

The foregoing instrument was signed and acknowledged before me this ____ day of _____, 2023, by _____ who ____ is personally known to me or ____ has produced _____ as identification.

(Notary Signature)

(Affix Seal)

(Print or Type Name)

(Commission Expiration Date)

The signee of this affidavit guarantees, as evidenced by the affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

END OF SECTION

SECTION 00500 – AGREEMENT

This Agreement made this ____ day of _____, 2023 by and between the City of Wildwood hereinafter called “Owner” and _____ doing business as a corporation hereinafter call “Contractor”, for the construction of the Pleasantdale Drive Improvements.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for construction and completion of the work described in the Contract Documents and comply with the terms therein for the lump sum of \$ _____ or as shown in the Bid Schedule.
2. The Contractor will furnish a Performance and Payment Bond, in an amount equal to 100 percent (100%) of the Contract Price and submit such Bond to the Owner within ten (10) calendar days from the date of the Notice of Award.
3. The Contractor will purchase and maintain such comprehensive general liability and other insurance such as required by the General and Supplementary Conditions and furnish Certificates of Insurance to the Owner within ten (10) calendar days from the date of the Notice of Award.
4. The Contractor will commence the work required by the Contract Documents within ten (10) calendar days after the date of the Notice to Proceed and will achieve Substantial Completion (**operational**) within 120 calendar days of the Notice to Proceed. The date of Final Completion will be 30 calendar days following the date of Substantial Completion. Total construction duration is 150 consecutive calendar days. Unless the period for Substantial Completion is extended otherwise by the Contract Documents, the Contractor will be assessed liquidated damages in the amount of \$500 per calendar day past the date of Substantial Completion. In addition, for Final Completion, the Contractor will be assessed liquidated damages in the amount of \$500 per calendar day past the date of Final Completion.
5. The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.
6. Progress payments will be made in an amount equal to 90% (ninety percent) of the value of work completed and may include 90% (ninety percent) of the value of materials and equipment not incorporated into the work, but delivered and suitably stored, less, in each case, the aggregate of payments previously made. At the sole discretion of the Owner, monthly progress payments may be increased after 50% (fifty percent) of the work is completed to 95% (ninety-five percent) of the value of work completed and materials and equipment not incorporated but delivered and suitably stored (less the aggregate of previous payments) provided that:
 - (a) Contractor is making satisfactory progress, and
 - (b) There is no specific cause for greater withholding.However, the Owner may subsequently resume retaining 10% (ten percent) of the value of work completed and materials delivered if, in sole determination of the Owner, the Contractor is not performing according to the Contract Documents or not complying with the current progress schedule.
7. The Contractor will provide the Owner with a list of all Sub-contractors and Suppliers used by the Contractor in performing the work covered by this Contract. The Contractor will be required to submit to the Owner appropriate partial Release of Lien from the appropriate Suppliers and Sub-contractors with each Application for Payment before payment is made by the Owner. Final payment will be paid to the Contractor when the Contractor and all Sub-contractors and Suppliers have provided the Owner with their final Release of Lien.
8. The term “Contract Documents” means and includes the following:
 - (a) Invitation for Bids

- (b) Instruction to Bidders
- (c) Bid Form
- (d) Public Entity Crimes Statement
- (e) Drug Free Workplace Form
- (f) Immigration Affidavit Certification
- (g) Agreement
- (h) Performance and Payment Bond
- (i) Certificate of Insurance
- (j) Reference Form
- (k) Standard General Conditions
- (l) Supplementary Conditions
- (m) Special Provisions
- (n) Contract Closeout
- (o) Construction Plans prepared by Kimley-Horn and Associates, Inc. dated February 2023.
- (p) Specifications prepared or issued by Kimley-Horn and Associates, Inc. dated February 2023.
- (q) Addenda as Follows:

No. _____ dated _____, _____

No. _____ dated _____, _____

No. _____ dated _____, _____

No. _____ dated _____, _____

9. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
10. The Contractor agrees that all materials, techniques, methods, and safety are exclusively the responsibility of the Contractor and not the Engineer or Owner.
11. Contractor agrees to immediately notify Owner if Contractor is adjudged as bankrupt or insolvent or makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the Contractor or for any of its property, or if Contractor files a petition or take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws.
12. The Contractor shall indemnify and save harmless the City of Wildwood its Engineer (Kimley-Horn and Associates, Inc.), officers, agents and employees from all suits, actions or claims of any character, name and description brought for, or on account of any injuries, deaths or damages received or sustained by any person, persons or property by or from the Contractor, his agents or employees, or by, or in consequence of, any neglect in safeguarding the work or through the use of unacceptable materials in the construction of the improvement, or by, or on account of, any act or omission, neglect, or misconduct of the Contractor, his agents or employees, or by, or on account of, any claims or amounts recovered for any infringement of patent, trademarks, or copyright or from any claims or amounts arising or recovered under the Workmen's Compensation Law or any other laws, by-laws, ordinances, order or other decree, and so much of the money due to Contractor under any virtue of his contract as shall be considered necessary to the Engineer, may be retained for use of the Owner, or in case of money is due, his Surety shall be held until such suit or lawsuits, action or actions, claim or claims, for injuries, deaths or damages, as aforesaid, shall have been settled and suitable evidence to that effect furnished to the Owner. The Contractor agrees to furnish insurance coverage in the type and amounts stipulated by the Specifications and Contract Documents.

The breach of any provision of this contract and those provisions stated more fully in the specifications for Pleasantdale Drive Improvements, dated February 2023 shall entitle Owner to

collect damages against Contractor and if necessary, to seek injunctive relief against Contractor, and to collect costs and attorney's fees through all appeals.

IN WITNESS, WHEREOF, the parties thereto have executed, or caused to be executed by their duly authorized officials, this Agreement in triplicate each of which shall be deemed an original on the date first above written.

OWNER: City of Wildwood

BY: _____

NAME: _____
(Please Type/Print)

TITLE: _____

DATE: _____

ATTEST:

NAME: _____
(Please Type/Print)

TITLE: _____

CONTRACTOR: _____

BY: _____

NAME: _____
(Please Type/Print)

ADDRESS: _____

DATE: _____

ATTEST:

NAME: _____
(Please Type/Print)

TITLE: _____

END OF SECTION

SECTION 00622 – APPLICATION FOR PAYMENT NO.

To: _____

Contract for: _____

For Work Accomplished through the date of: _____

ITEM			CONTRACTOR'S Schedule of Values			Work Completed	
			Unit Price	Quantity	Amount	Quantity	Amount
See attached schedule of items.							
C.O. No.	Total	\$			\$		\$
C.O. No.		\$					

Accompanying Documentation:	GROSS AMOUNT DUE	\$	_____
Schedule of Items	LESS RETAINAGE	\$	_____
_____	AMOUNT DUE TO DATE	\$	_____
_____	LESS PREVIOUS PAYMENTS	\$	_____
_____	AMOUNT DUE THIS APPLICATION	\$	_____

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER an account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____ inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER).

By: _____, CONTRACTOR

Dated: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

By: _____, ENGINEER

Date: _____

END OF SECTION

SECTION 00630 – PERFORMANCE AND PAYMENT BOND

The successful Bidder, simultaneously with the execution of the Agreement, shall furnish a Performance and Payment Bond in an amount equal to 100 percent (100%) of the Contract Price. The Bond shall be secured from a Surety Company listed on the Treasury Department's most current list and acceptable to the Owner.

Performance and Payment Bonds may be submitted on a standard form used by the Bidder's Surety Company. The Owner reserves the right to accept or reject the style and content of the Performance Bond Form submitted by the Bidder.

Performance and Payment Bonds shall be submitted with the executed Agreement.

END OF SECTION

SECTION 00650 – CERTIFICATE OF INSURANCE

A. INSURANCE REQUIREMENTS

1. Contractor shall purchase and maintain such comprehensive general liability and other insurance as required by the General Conditions.
2. The limits of liability for the insurance required by the General Conditions shall provide coverage for not less than the following amounts or greater where required by law:

a. General Liability

Bodily Injury:

\$500,000 each occurrence

\$500,000 aggregate

Property Damage:

\$200,000 each occurrence

\$200,000 aggregate

Personal and Advertising Injury

(per person/organization):

\$200,000 each occurrence

\$200,000 aggregate

Products – Completed Operations Aggregate:

\$200,000 aggregate

b. Automobile Liability

Bodily Injury:

\$300,000 each person

\$300,000 each occurrence

Property Damage:

\$300,000 each occurrence

c. Excess Liability

Bodily Injury & Property Damage Combined

\$-0- each occurrence

\$-0- aggregate

d. Worker's Compensation

In Accordance with State and Federal Statutory Limits
\$200,000 employer's liability

e. Contractual Liability

\$1,000,000 each occurrence (bodily injury and property damage)
\$1,000,000 general aggregate

f. Property Insurance

Property Insurance to the full value of completed work. Property insurance will be subject to a maximum of \$500.00 deductible. Deductible for any claim shall be paid by Contractor at no expense to Owner.

B. CERTIFICATE OF INSURANCE FORM

1. The Certificate of Insurance submitted to the Owner shall be on the Insurance Company's form with a format similar to the popular ACORD Corporation form.
2. The Owner shall be shown as the Certificate Holder.
3. The Owners project name and work order number shall be shown on the Certificate.
4. The Certificate shall be submitted in triplicate along with the executed Contract Agreement and Performance and Payment Bonds.

END OF SECTION

SECTION 00652 – REFERENCE FORM

PLEASANTDALE DRIVE IMPROVEMENTS

REFERENCE & SIMILAR PROJECTS FORM

Owner / Business Name:		
Project Name / Location / Address:		
City:	State:	Zip Code:
Point of Contact:		Dates of Work:
Phone Number:		Fax Number:
E-mail Address:		
Original Contract Amount:		Final Contract Amount Including all Change Orders:
Brief Description of Project:		

PLEASANTDALE DRIVE IMPROVEMENTS
REFERENCE & SIMILAR PROJECTS FORM

Owner / Business Name:		
Project Name / Location / Address:		
City:	State:	Zip Code:
Point of Contact:	Dates of Work:	
Phone Number:	Fax Number:	
E-mail Address:		
Original Contract Amount:	Final Contract Amount Including all Change Orders:	
Brief Description of Project:		

PLEASANTDALE DRIVE IMPROVEMENTS
REFERENCE & SIMILAR PROJECTS FORM

Owner / Business Name:		
Project Name / Location / Address:		
City:	State:	Zip Code:
Point of Contact:		Dates of Work:
Phone Number:		Fax Number:
E-mail Address:		
Original Contract Amount:		Final Contract Amount Including all Change Orders:
Brief Description of Project:		

This document must be completed and returned with your Submittal.

END OF SECTION

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By



Endorsed By



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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*
 - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
- 11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 - 12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
 - 13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
 - 14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
 - 15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
 - 16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
 - 17. *Cost of the Work*—See Paragraph 13.01 for definition.
 - 18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
 - 19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
 - 20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
 - 21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
 - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - 1. does not conform to the Contract Documents;
 - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
 - 1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 - 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 - 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 - 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
 - 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

- A. *Standards Specifications, Codes, Laws and Regulations*
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility

inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. Abnormal weather conditions;
 - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 - 4. Acts of war or terrorism.

- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
 - C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings*: The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
3. Technical Data contained in such reports and drawings.

- B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

- C. *Reliance by Contractor on Technical Data*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

- D. *Limitations of Other Data and Documents*: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
 3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
 4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
 2. is of such a nature as to require a change in the Drawings or Specifications;
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 Hazardous Environmental Conditions at Site

A. Reports and Drawings: The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

B. Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

- of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

Regulations, and must be issued and signed by a surety named in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner’s termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
 - 1. include at least the specific coverages required;
 - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 - 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 - 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
 - 1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 - 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
- b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
 2. *Samples*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will

document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

- d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
- 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
 - 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 - 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
 - 1. Observations by Engineer;
 - 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. Use or occupancy of the Work or any part thereof by Owner;
 - 5. Any review and approval of a Shop Drawing or Sample submittal;
 - 6. The issuance of a notice of acceptability by Engineer;
 - 7. The end of the correction period established in Paragraph 15.08;
 - 8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
 - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
 - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

- B. If Owner has issued a Work Change Directive and:
 - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

- B. *Change Proposal Procedures*

- 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
- 2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

- 3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
- 4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
 5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are

consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

- 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
 - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
 - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 - 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
 - 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 - 6. Expenses incurred in preparing and advancing Claims.
 - 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee*
- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
 - 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. *Documentation and Audit:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:* Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance:* Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 Defective Work

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
 - 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

- d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
- 3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 - 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
 - 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 - 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 - 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SECTION 00800 – SUPPLEMENTAL CONDITIONS

These Supplemental Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC C-700 (2018 Edition). All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplemental Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplemental Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplemental Conditions is the same as the address system used in the General Conditions, with the prefix “SC” added thereto.

SC-2 PRELIMINARY MATTERS

SC-2.01: Add the following new paragraph immediately after Paragraph 2.01.A as 2.01.A.1:

Contractor shall record all required bonds, at the contractor's expense, in the public records of Sumter County, Florida and shall provide certified copies of said bonds along with the executed agreement to the Owner within ten (10) calendar days of the Notice of Intent to Award.

SC-2.02: Delete Paragraph 2.02.A in its entirety and insert the following in its place:

Owner shall furnish to Contractor up to three (3) printed or hard copies of the Drawings and Project Manual and one set in electronic format. Additional copies will be furnished upon request at the cost of reproduction.

SC-5 AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.B:

- A. The following reports of explorations and tests of subsurface conditions at or adjacent to the Site are known to Owner:
 - 1. Report – Pavement and Geotechnical Engineering Services – Pleasantdale Drive – Wildwood, Sumter County, Florida – PSI Project No. 07572600 (prepared by Professional Service Industries, Inc. and dated May 10, 2021)
- B. The following drawings of physical conditions relating to existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities) are known to Owner:
 - 1. None

SC 5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:

- A. Environmental Evaluation – Pleasantdale Drive Improvement Project (prepared by Kimley-Horn and dated August 20, 2021)
- B. Not Used.

SC-6 BONDS AND INSURANCE

SC-6.03: Add the following new paragraph immediately after Paragraph 6.03.J:

- A. The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall be as specified in Document 00650 – Minimum Insurance Requirements, or greater where required by

Laws and Regulations.

SC-7 CONTRACTOR'S RESPONSIBILITIES

SC-7.02.B. Amend the first and second sentences of Paragraph 7.02.B to state "...all Work at the Site shall be performed during regular working hours, Monday through Saturday, except where not allowed the City of Wildwood and/or FDOT for portions of work within their control. Contractor will not perform Work on a Sunday or any legal holiday."

SC-7.06: Add the following new paragraph immediately after Paragraph 7.06.O as 7.06.P:

The General Contractor shall be required to perform, at a minimum, 51% of the contract amount of this project.

SC-10 ENGINEER'S STATUS DURING CONSTRUCTION

SC-10.03: Add the following new paragraphs immediately after Paragraph 10.03.A:

B. The Resident Project Representative (RPR) will be Engineer's employee or agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall be through or with the full knowledge and approval of Contractor. The RPR shall:

1. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
2. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor, working principally through Contractor's authorized representative, assist in providing information regarding the intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
4. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
5. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
6. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.

7. *Review of Work and Rejection of Defective Work:*

- a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
- b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

8. *Records:*

- a. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- b. Maintain records for use in preparing Project documentation.

9. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, and acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Hazardous Environmental Condition.

10. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

11. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

12. *Completion:*

- a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- b. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

C. The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

SC-15 PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

SC-15.01 Delete Paragraph 15.01.B.1 in its entirety and replace with the following:

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

SC 15.03.B Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

SC-17 FINAL RESOLUTION OF DISPUTES

SC-17.01 Delete Paragraphs 17.01.A and 17.01.B in their entirety and replace with the following:

- A. All claims, disputes and other matters in question between Owner and Contractor arising out of or relating to the contract Documents or the breach thereof (except for claims which have been waived by the making or acceptance of final payment) will be decided by proper legal procedures to be heard in the Circuit Court of Sumter County, Florida.
- B. No filing of suite or commencement of legal procedures of any claim, dispute or other matter that is required to be referred to Engineer initially for decision will be made until the earlier of (a) the date on which Engineer has rendered a written decision or (b) the thirty-first day after the parties have presented their evidence to the Engineer if a written decision has not been rendered by Engineer before that date. No commencement of legal proceedings for any such claim, dispute or other matter will be made later

than thirty days after the date on which the Engineer has rendered a written decision in respect thereof; and the failure to commence legal proceedings within said thirty days period will result in the Engineer's decision being final and binding upon Owner and Contractor. If Engineer renders a decision after legal proceedings have been initiated, such decision may be entered as evidence but will not supersede the legal proceedings, except where the decision is acceptable to the parties concerned. No commencement of legal proceedings of any written decision of Engineer rendered will be made later than ten days after the party initiating such procedures has delivered written notice of intention to appeal as provided in paragraph GC 9.09.

END OF SECTION

SECTION 00801 – SPECIAL PROVISIONS

PART 1 – GENERAL

The Special Provisions of these specifications are intended as modifications or supplements to Information for Bidders; General Conditions; or Technical Specifications, with the intent that any provisions of this section shall govern. If at any time the plans or specifications for this project are unclear, the CONTRACTOR shall contact the Engineer immediately. For those situations where details are not included in the plans or miscellaneous work arises during the project which is not covered by the plans or specification for this project, the Construction shall be performed in accordance with *FDOT Standard Specifications for Road and Bridge Construction* and *FDOT Roadway and Traffic Design Standards (Latest edition)*.

1.01 CONSTRUCTION STAKEOUT

Base lines and benchmarks shall be established by the CONTRACTOR's surveyor for the CONTRACTOR's use. The CONTRACTOR will be responsible for performing any needed construction stakeout.

1.02 PRIVATE PROPERTY PROTECTION

The CONTRACTOR shall not trespass onto private property outside of the right-of-way and easements without the written permission of the individual property owner. The CONTRACTOR shall be solely responsible for any claims that may arise out of damage to private property resulting from trespass onto private property. The CONTRACTOR shall promptly settle all such claims without delay. The written permission of the private property's owner shall be available for inspection by the Engineer or the Owner upon request.

1.03 INSPECTION AND TESTING

- A. GENERAL – The Project Engineer or representative inspector under the Engineer's direct supervision shall provide construction observation as the Owner's representative in accordance with Section 00800, Supplemental Conditions.
- B. TESTING – Contractor shall have Asphalt Quality Control personnel on-site to monitor material properties and application procedures to ensure the specifications are met, per FDOT Standard Specifications section 334. Material sampling and testing shall be in accordance with the FDOT Standard Specifications for Road and Bridge Construction, latest edition, unless otherwise noted. The Contractor shall perform roadway density testing per the FDOT Standard Specifications 334-5 for all widening sections, including those areas listed as exemptions in the Standard Specifications section 334-5.1.1.2.
- C. INSPECTIONS – Construction inspections will periodically be conducted by the Owner, Project Engineer or an authorized representative. The CONTRACTOR shall complete each specified item of work listed below which pertains to the project and notify the project engineer or his representative at least forty-eight (48) hours in advance of a request for inspection. The CONTRACTOR's project superintendent shall be present at all inspections and upon request by the inspector, furnish construction equipment to aid in the inspection.

The following are mandatory inspections which shall be conducted when the item of work applies to the subject project.

- 1. Substantial Completion Inspection – When all construction is completed. The CONTRACTOR, Inspector and Engineer shall prepare a punch list indicating any unfinished items at this time.

2. Final Inspection – Final inspection will be conducted following the correction of the punch list items.
 - D. All inspections shall be conducted and approved by the Owner, Project Engineer or his representative prior to approval of the payment request for the item of work.
 - E. CONTRACTOR shall give Owner and Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents. The CONTRACTOR shall be responsible for the costs of any retesting of failing components as identified by the Owner's independent testing laboratory.

1.04 LEGAL REQUIREMENTS AND PERMITS

The CONTRACTOR's attention is directed to the safety regulations promulgated by the State of Florida, Department of Commerce and to the provisions of Chapter 403, Florida Statutes, regarding control of air and water pollution as well as the Rules and Regulations of the Department of Environmental Regulation.

The CONTRACTOR shall be responsible for obtaining all permits and obeying all Federal, State, County and City laws, by-laws, ordinances, resolutions, and regulations which pertain to his work.

The CONTRACTOR (if applicable) shall be responsible for obtaining applicable permits from FDOT for work within FDOT right of way. This is considered incidental to the work and no additional payment will be made.

The CONTRACTOR shall take care to strictly observe all applicable OSHA, State, Local or other Federal Standards with respect to the safety of persons during construction.

1.05 PUBLIC CONVENIENCE AND SAFETY

No street or roadway shall be closed, except when and where directed by the Engineer or City Inspector. The work shall be conducted so that there shall, at all times, be a safe passageway for traffic, whenever the street or roadway is not closed. The Contractor shall provide and maintain a passable driveway, as directed by the Engineer, whenever it is necessary to divert traffic from any part of the street or roadway actually under construction. Driveways must be accessible at all times, in case of an emergency, and must be left in a usable condition at the end of each day.

The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient red lights, danger signals and signs, provide a sufficient number of watchmen, and take all necessary precautions for the protection of the work and safety of the public. Streets or highways, which are closed to traffic, shall be protected by effective barricades on which acceptable warning signs shall be placed. The Contractor shall provide and maintain detour signs at all closures and intersections along the detour route(s) to direct the traffic around the closed portion(s) of the work. All temporary detour route(s) shall be clearly indicated throughout their entire length. All barricades and obstructions shall be illuminated at night. All lights shall be kept burning from sunset to sunrise. All barricades shall be well built and designed so as not to be blown over by the wind.

1.06 MAINTENANCE AND PROTECTION OF WORK

The Contractor shall maintain all earthwork construction throughout the life of the contract, unless otherwise provided, and shall take all reasonable precautions to prevent loss of material from the roadway due to the action of wind or water. Contractor shall repair, at his expense, except as

otherwise provided herein, any slides, washouts, settlement, subsidence, or other mishap which may occur prior to final acceptance of the work.

All channels excavated as a part of the contract work shall be maintained against natural shoaling or other encroachments to the lines, grades, and cross sections shown in the plans, until final acceptance of the project.

1.07 ROADWAY WORK

All work including but not limited to asphaltic friction course, asphaltic structural course, asphaltic leveling course, asphaltic base course, roadway markings, and maintenance of traffic shall be performed in accordance with the FDOT Standard Plans for Road and Bridge Construction (latest edition), FDOT Standard Specifications for Road and Bridge Construction (latest edition) and City of Wildwood Land Development Regulations.

1.08 TRAFFIC MAINTENANCE

The CONTRACTOR shall be responsible, during the course of construction, for proper maintenance of traffic in the area of construction. Traffic control and Maintenance shall be in conformance with the FDOT Standard Plans for Road and Bridge Construction (latest edition) and the Manual on Uniform Traffic Control Devices (latest edition). The Public shall, at all times, be protected by barricades, flashers, flagmen, and other safety devices as needed. All safety precautions shall be taken, and all traffic controls shall be furnished, satisfactory to the City of Wildwood and/or any other governmental agency having jurisdiction, where partial or complete obstruction of streets is required for the performance of the work. Pleasantdale Drive is the only means of access to the residences along the roadway; therefore, access shall be maintained to all residents throughout construction.

1.09 PAVEMENT MARKINGS

The pavement markings shall be installed in accordance with the FDOT Standard Specifications for Road and Bridge Construction (latest edition).

1.10 RIDE QUALITY AND FINISH COURSE

CONTRACTOR shall provide a smooth finish surface of uniform texture and compaction with no pulled, torn, crushed or loosened portions and free of segregation, sand streaks, sand spots, bumps, voids, rough areas, or ripples. Construct pavement surfaces with cross slopes in compliance with the requirements of the typical section. Surface irregularities, as measured with a straightedge at least 15 ft long, shall not exceed $\frac{1}{4}$ in.

1.11 REMOVED MATERIALS

All removed materials will become the property of the CONTRACTOR. The CONTRACTOR shall haul all excess materials off the job site. It will be the CONTRACTOR's responsibility to dispose of all excess material in an off-site acceptable location. No additional payment will be made for hauling or disposal of excess material.

1.12 SOD

The top of grass shall be level with the edge of the final pavement layer when placed and rolled. Any sod installed that blocks the flow of surface water from the roadway shall be removed and reinstalled at no additional cost. All areas inside and outside the project limits that are disturbed as a result of the project construction shall be restored to original or better condition, including compaction of fill to same density of the surrounding earth, at the CONTRACTOR's expense unless

approved by the Owner. Locations where sod is to be installed by the CONTRACTOR will be identified in the field by the ENGINEER.

1.13 QUANTITIES

The City may delete or add quantities with an established unit price. Any change in the quantity shall not constitute a change in the unit price.

1.14 MANHOLES

The CONTRACTOR is responsible to raise or lower any existing manholes so they are flush with the new pavement. Payment for manhole adjustment is included in the Mobilization and Special Provisions pay item, no additional payment shall be made.

1.15 WATER VALVES

The CONTRACTOR shall adjust and install any necessary extensions or risers on existing water valves within the roadway pavement. Payment for water valve adjustments is included in Mobilization and Special Provisions, no separate payment will be made.

1.16 CLEARING AND GRUBBING

All damage to driveways, mailboxes and other improvements shall be repaired at the CONTRACTOR'S expense. Roadway shall be swept clean as part of this item. Any blading of grass or edge preparation required for the work will be included in this item. This item shall also include any tree trimming and/or clearing & grubbing necessary to complete the work.

Any temporary or permanent relocation of mailboxes and paper boxes, trimming and removal of vegetation or trees shall be done by CONTRACTOR to the satisfaction of the Owner and is incidental to the item of Clearing and Grubbing. All temporary mailbox locations during construction shall comply as directed by the Postmaster. Final mailbox locations and installation shall be per the FDOT Standard Plans for Road and Bridge Construction (latest edition).

1.17 SEDIMENT AND EROSION CONTROL

The CONTRACTOR is responsible for maintaining full and complete erosion control throughout the project until all work is complete and accepted by the City. Erosion control is a performance based criteria, and the measures needed depend on the CONTRACTOR's sequence of work, cleanliness and organization of the sites, and weather conditions during the work. The CONTRACTOR shall provide all necessary erosion control measures to prohibit any turbid stormwater discharges as described in the Florida Department of Environmental Protection Generic Permit for Stormwater Discharges from Large and Small Construction Activities, latest edition.

1.18 BURNING

Burning shall not be permitted on this project without prior approval from the Owner. If burning is allowed, it shall be the responsibility of the CONTRACTOR to obtain all required burning permits, and to have adequate supervision and safety measures at all times during burning. No unattended burning will be allowed.

1.19 EXCAVATION SAFETY

All excavation operations involved in this project shall comply with the Trench Safety Act (90-96, Laws of Florida) which specifically adopts the provision of the Occupational Safety and Health Administrations Excavation Safety Standards (29 C.F.R. Part 1926.650 Subpart P)

It shall be the responsibility of the CONTRACTOR to ensure worker safety, provide sufficient required insurance, comply with all safety codes, laws, and requirements, and to include any cost of such safety requirements in the project bid. No additional compensation shall be allowed for the cost of such compliance.

It shall be the CONTRACTOR's option and responsibility to select the compliance method(s) and to ensure the proper employment of said method(s) during the entire project.

These standards shall apply to all areas of construction whether or not specifically mentioned in another division of these specifications.

END OF SECTION

SECTION 01700 – CONTRACT CLOSEOUT

PART 1 – GENERAL

1.01 REQUIREMENTS INCLUDED

Comply with requirements stated in General Conditions and in Specifications for administrative procedures in closing out the Work.

1.02 SUBSTANTIAL COMPLETION:

- A. When Contractor considers the Work is substantially complete, he shall submit to the Engineer:
 - 1. A written notice that the Work, or designated portion thereof, is substantially complete.
 - 2. A list of items to be completed or corrected.
- B. Within a reasonable time after receipt of such notice, the Engineer will make an inspection to determine the status of completion.
- C. Should the Engineer determine that the Work is not substantially complete:
 - 1. The Engineer will promptly notify the Contractor, in writing, giving the reasons therefore.
 - 2. Contractor shall remedy the deficiencies in the Work, and send a second written notice to substantial completion to the Engineer.
 - 3. The Engineer will re-inspect the Work.
- D. When the Engineer finds that the Work is substantially complete, he will:
 - 1. Prepared and deliver to Owner a tentative Certificate of Substantial Completion with a tentative list of items to be completed or corrected before final payment.
 - 2. After consideration of any objections made by the Owner as provided in Conditions of the Contract, and when the Engineer considers the Work substantially complete, he will execute and deliver to the Owner and the Contractor a definite Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected.

1.03 FINAL INSPECTION:

- A. When Contractor considers the Work is complete, he shall submit written certification that:
 - 1. Contract Documents have been reviewed.
 - 2. Work has been completed in accordance with Contract Documents.
 - 3. Work has been completed with the list of items to be corrected.
 - 4. Equipment and systems have been tested in the presence of the Owner's representative and are operational.

5. Work is completed and ready for final inspection.
- B. The Engineer will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.
- C. Should the Engineer consider that the Work is incomplete or defective:
 1. The Engineer will promptly notify the Contractor in writing, listing the incomplete or defective work.
 2. Contractor shall take immediate steps to remedy the stated deficiencies and send a second written certification to the Engineer that the Work is complete.
 3. The Engineer will re-inspect the Work
- D. When the Engineer finds that the Work is acceptable under the Contract Documents, he shall request the Contractor to make closeout submittals.

1.04 RE-INSPECTION FEES:

- A. Should the Engineer perform re-inspections due to failure of the Work to comply with the claims of status of completion made by the Contractor:
 1. Owner will compensate the Engineer for such additional services.
 2. Owner will deduct the amount of such compensation from the final payment to the Contractor.

1.05 CONTRACTOR'S CLOSEOUT SUBMITTALS TO ENGINEER

- A. Evidence of compliance with requirements of governing authorities.
- B. Project Record Documents.
- C. Warranties and Bonds.
- D. Evidence of Payment and Release of Liens.
- E. Certificate of Insurance for Products and Completed Operations.
- F. Contractor's Final Affidavit.
- G. Lien Waivers from Subcontractors and Suppliers.

1.06 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit a final statement of accounting to the Engineer.
- B. Statement shall reflect all adjustments to the Contract Sum:
 1. The original Contract Sum.
 2. Additions and deductions resulting from:
 - a. Previous Change Orders

- b. Unit Prices
 - c. Deductions for uncorrected Work
 - d. Penalties and Bonuses
 - e. Deductions for liquidated damages
 - f. Deductions for re-inspection payments
 - g. Other adjustments
- 3. Total Contract Sum, as adjusted.
- 4. Previous payments.
- 5. Adjustment in Contract Time.
- 6. Sum remaining due.
- C. Engineer will prepare a final Change Order, reflecting approved adjustment to the Contract Sum, which were not previously made by Change Orders.

1.07 FINAL APPLICATION FOR PAYMENT

- A. Contractor shall submit the final Application for Payment in accordance with procedures and requirement stated in the General Conditions.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Construction of Wildwood PD Monument Sign in the Amount of \$24,850

REQUESTED ACTION: Staff recommends approval to award the project to Don Bell Signs.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

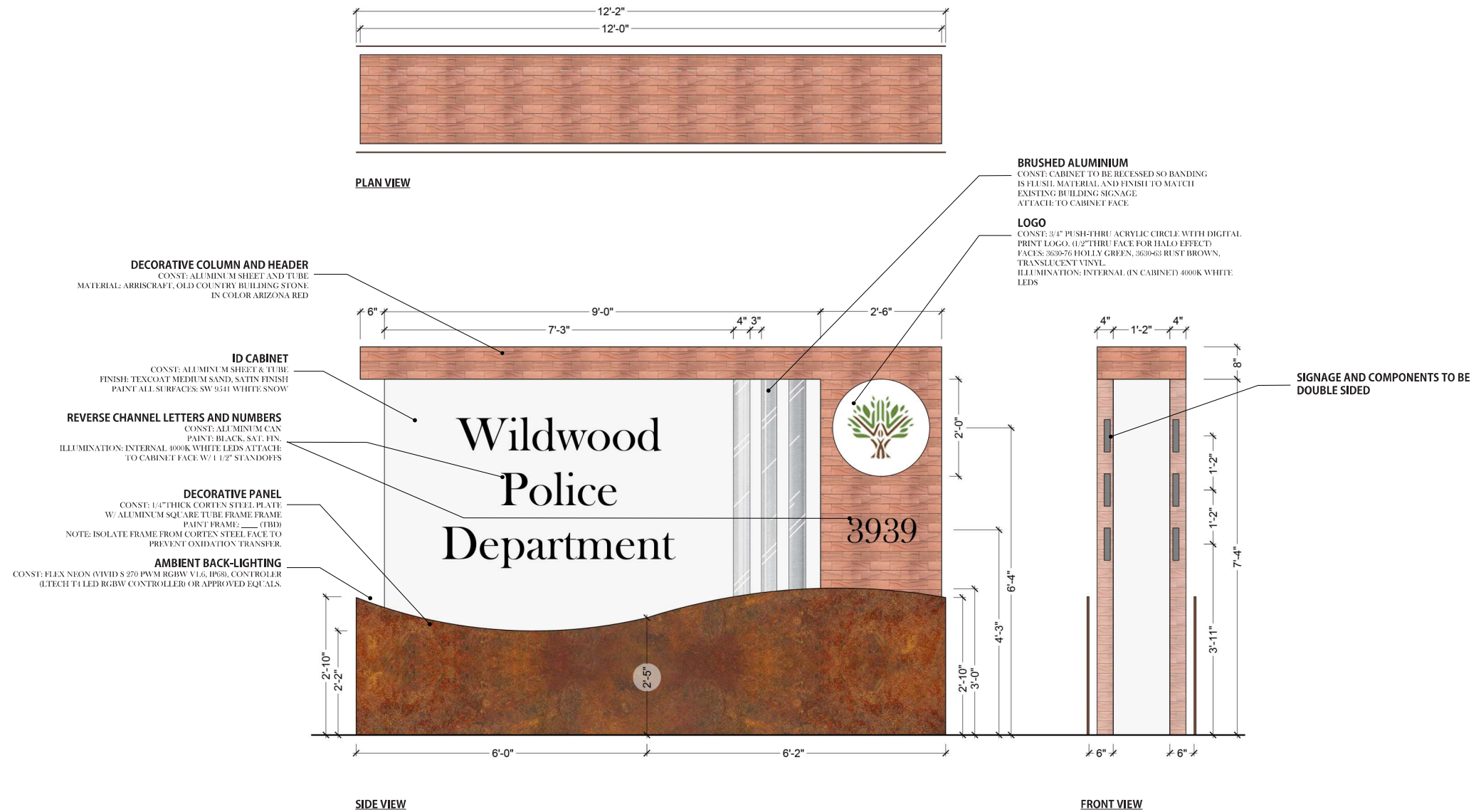
BUDGET IMPACT: Funds have been budgeted in the FY23 Capital Projects fund account number 301-521-60-6301.

HISTORY/FACTS/ISSUES:

A request for quotes was sent out to several of our local sign contractors for the construction of a 12' x 8' double-faced monument sign at the Wildwood Police Department.

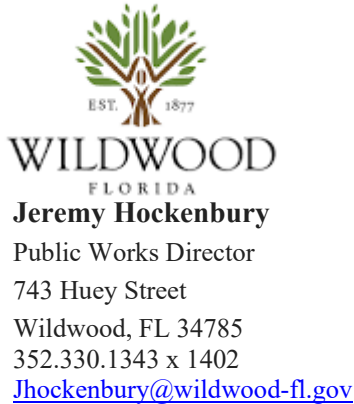
Staff received responses back from Don Bell Signs, Sign-Crafters, and Mid-Florida Signs. Two of the three contractors responded with quotes; Don Bell Signs in the amount of \$24,850 and Sign-Crafters in the amount of \$50,500. Although email correspondence (attached) was held with Mid-Florida Signs, staff did not receive a formal quote for consideration.

A rendering of the proposed sign has also been attached for reference.



WILDWOOD POLICE MONUMENT SIGN - DESIGN INTENT

DECEMBER, 2022



12/13/2022

Wildwood Police Department – Monument signage

Don Bell Signs to fabricate and install:

1. One (1) 12' x 8' illuminated double Face monument sign; aluminum with stucco cabinet with reverse channel letters, stone veneer, logo cabinet to be front and reverse lit (push through), with 2'10" x 12'2" corten steel panel.

Total: \$24,850.00

Estimate based off clients supplied artwork.



QUOTE

Kimley-Horn and Associates

Date
Feb 20, 2023

Expiry
May 21, 2023

Quote Number
QU-7660

Reference
WW PD DS Monument

SIGNCRAFTERS
45-8013717756-0

SignCrafters of Central FL Inc
1915 Greenleaf Lane
Leesburg, FL 34748
352-323-1862
Open M-F 7:30am - 4:00pm
Lic # ES12001170

Description	Quantity	Unit Price	Tax	Amount USD
Custom Built Monument Sign of Aluminum Fabrication built to customer's specifications. Cabinet(s) to include Principal 12v QwikMod 2 LED illumination. Built to UL standards. Overall Size: 146"Wx96"H Double Sided Reverse Lit Channel letters to read Wildwood Police Department in black Brushed Aluminum inserts flushed with the sign face Natural Stone TBD Illuminated 1/2" Push Thru logo with vinyl 24"x24" Address Numbers are Illuminated 1/2" acrylic 23"Wx6"H The base is created out of corteen steel plate with back lighting Base is not attached to the sign itself stood off	1.00	50,500.00	Tax Exempt	50,500.00
Permit / Engineering Fees based on governing county or city. Permits at COST, Notice of Commencement Filing at COST, Engineering at COST, Procurement (Acquisition) \$200 TO BE BILLED AT THE END OF THE PROJECT	1.00	0.00		0.00
Subtotal				50,500.00
TOTAL USD				50,500.00

Melanie Peavy

From: Murad, Mohammed <Mohammed.Murad@kimley-horn.com>
Sent: Monday, March 6, 2023 10:23 AM
To: Tom Rudd
Subject: RE: Wildwood Police Headquarter Monument Sign
Attachments: 20221020_120816.jpg

Ho Tom,

- 1) The corten panel is a design element present in other municipal signs, it should be bid as indicated for continuity. See the monument sign at Trailwinds along CR466A (photo attached).
- 2) We were unaware that the copy is too small to illuminate. We had a signage vendor review our intent drawings prior to sending the package out, and they did not alert us to this fact. However, we received quotes from 2 other vendors with no issues. Size can be modified if needed.
- 3) The stone veneer is to match architecture of the Police Department Building. The product specified is what the City told us was used on the building. If its not available, an alternative can be selected at the time of shop drawing review.

Thank you.

Mohammed Murad, P.E.

Kimley-Horn | 1700 SE 17th Street, Suite 200 Ocala, FL 34471
Direct: 352 438 3024 | Mobile: 352 433 6058 | www.kimley-horn.com

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From: Tom Rudd <truudd@midflsigns.com>
Sent: Wednesday, March 1, 2023 12:14 PM
To: Murad, Mohammed <Mohammed.Murad@kimley-horn.com>
Subject: Re: Wildwood Police Headquarter Monument Sign

Thanks Mohammed. I understand our discussion of basis of design. However what you have presented leaves a most likely broad array of material substitution lighting methods etc...

ie-1) the corton steel base application.

2) The copy being too small to fabricate to be illuminated.

3)The stone work

These 3 issues alone are an expense which if not bid as firmly specified will throw off any apples to apples quotes for you from 3 different bidders.

In this case, if not aptly (firmly) specified. and left to any firms design/build pricing specs based on capability , I cannot see the value of us pursuing.

You said you had 2 bids already, wondering if they are comparable to the design material?

Please advise

thanks

Best Regards,

Tom Rudd

SIGN DESIGN of FLORIDA INC.

Mid Florida Signs and Graphics

www.midflsigns.com

"Always A Good Sign"

(Cell) 352-617-2124

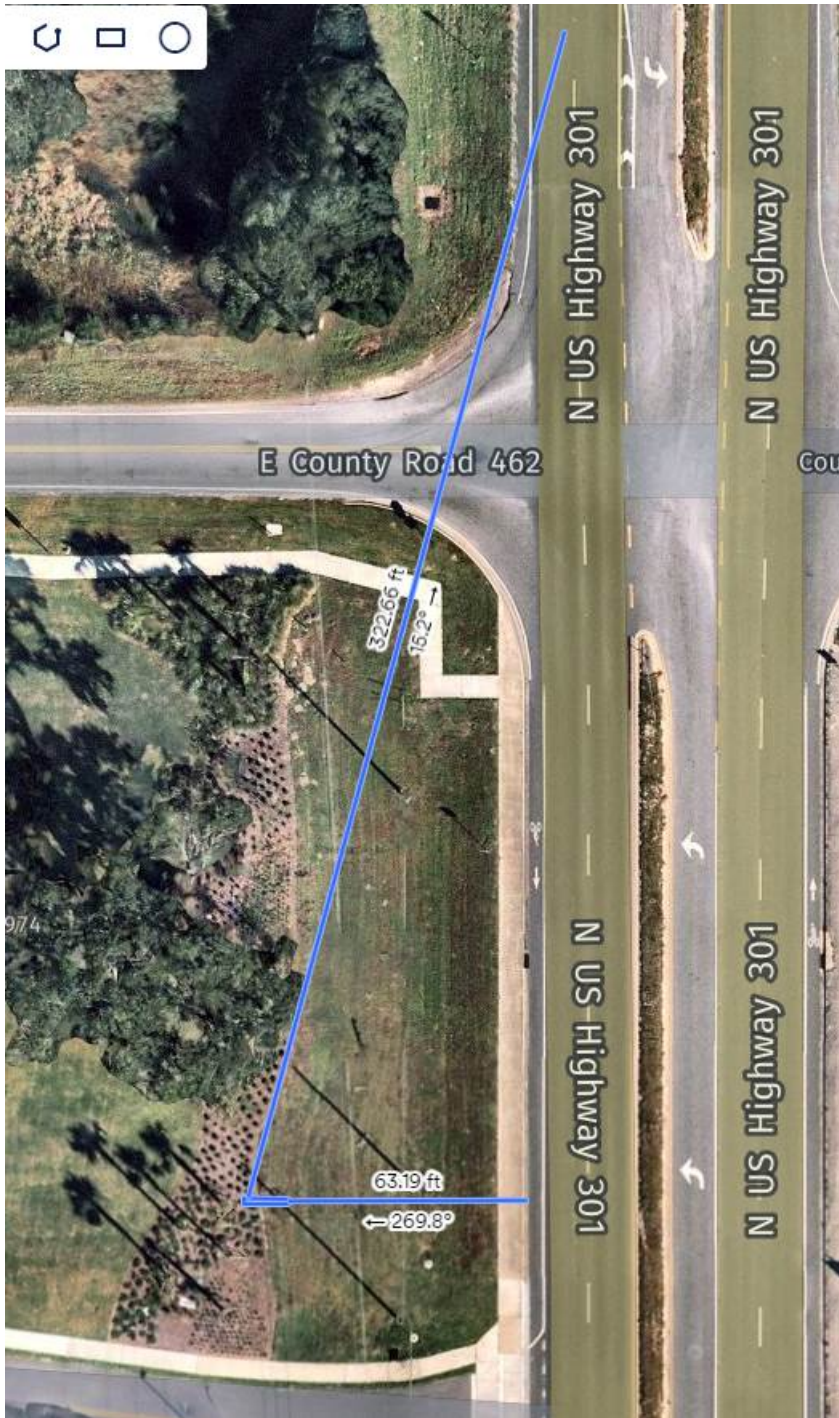
On Wed, Mar 1, 2023 at 11:48 AM Murad, Mohammed <Mohammed.Murad@kimley-horn.com> wrote:

Good afternoon,

As discussed, please see attached the design intent for this quotes request.

Location is City of Wildwood Police Department at 8>8>>Wildwood ; 7

\ m | ttiKQ%9<=:



Thank you.

Mohammed Murad, P.E.

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Direct: 352 438 3024 | Mobile: 352 433 6058 | www.kimley-horn.com

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CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: Kimley-Horn Work Authorization No. 45 - Geotechnical Engineering Services and Utility Locates for Recreation and Community Outreach Center in the Amount of \$27,000

REQUESTED ACTION: Staff recommends approval.

CONTRACT: Vendor/Entity: Kimley-Horn
Effective Date: Termination Date:
Managing Division/Department: Executive

BUDGET IMPACT: Budgeted within the Capital Improvement Line Item 301-572-60-6205.

HISTORY/FACTS/ISSUES:

Ohlson Lavoie Corporation (OLC), the architectural firm under contract to design the new Recreation and Community Outreach Center, is nearing completion of the preliminary design of the facility. Before they can advance to future stages of design work, they need to have geotechnical engineering work and utility locates completed. This Work Authorization from Kimley-Horn covers the completion of that work.

WORK AUTHORIZATION NUMBER 45

Describing a specific agreement between Kimley-Horn and Associates, Inc. ("Kimley-Horn"), and the City of Wildwood ("the Client" or "the City") in accordance with the terms of the Master Agreement for Continuing Professional Services dated April 8, 2019, which is incorporated herein by reference.

Identification of Project:

Project: Recreational Center

Client: City of Wildwood

Project Manager: Mohammed Murad, P.E.

Project Understanding:

It is understood that the City intends to construct a Recreational and Community Outreach Center on parcel number G07-044 on CR 213. Further, we understand the subject site improvements will include one new two-story recreation and community center building, along with paved parking/drive areas. In addition, the planned improvements will route stormwater runoff into an existing stormwater retention system. A concept site plan was provided by the City and attached as Exhibit A.

This Work Authorization includes Geotechnical Engineering Services and Utility Locates for Parcel CR 213.

Scope of Services:

Task 1 – Underground Utility Location

Kimley-Horn will retain a geotechnical engineer as a subconsultant to perform the following:

- A. Locate and mark the underground utilities within the area of the subject property. Underground utility location and marking will be performed throughout the accessible areas of the subject property.
- B. Utility location shall include the use of electromagnetic surveying, ground penetrating radar, and/or utility sensing "wands" as deemed appropriate by the location technician, based on the site conditions.
- C. All detected underground utilities shall be marked using pin flags and marking paint in accordance with the generally accepted utility color codes, when possible.
- D. The work performed shall be a "best effort" to locate underground utilities within the selected area(s).
- E. Due to the inherent limitations of the technologies and techniques available, the engineer cannot guarantee that all underground utilities that are present at the subject property will be detected and located.

Task 2 – Geotechnical Investigations

Kimley Horn will retain a geotechnical engineer as a subconsultant to perform the following:

- A. Assessment of the subsurface soil and groundwater conditions and providing recommendations for site preparation, foundation design for structures supported on shallow foundations, and pavement section design.

- B. In order to assist in the geotechnical design of the project, and in consideration of the anticipated site conditions, it is proposed the following scope of investigation be conducted:
- 1) Drill five (5) Standard Penetration Test (SPT) borings to a depth of 30 feet below ground surface within the proposed building areas, for foundation evaluation.
 - 2) Drill six (6) manual auger borings to a depth of up to 7 feet below ground surface in the paved parking/drive areas, for pavement evaluation.
 - 3) Prepare a geotechnical report including results of the soil investigations in profile form, evaluation of encountered conditions, estimation of seasonal high groundwater, and recommendations for proper site preparation, support of the proposed structure on shallow foundations, and pavement section design.
- C. This assumes that the site is clear, and the boring locations are accessible to truck-mounted drilling equipment.

Task 3 – Boundary and Topographic Survey

Kimley-Horn will retain a Professional Land Surveyor as a subconsultant to perform the following services:

- A. Establish horizontal and vertical points in State Plan Coordinates (Florida West Zone) on NAVD-88 datum.
- B. Produce a boundary and topographic survey for parcel G07-044. Survey will include topography with 100' overlap, 1' contour intervals, and spot elevations, locations of existing improvements and visible utilities, and locations of trees 10" or larger within boundary.

Additional Services if required:

Services requested that are not specifically stated in the scope of work described herein can be provided under a new and separate Work Authorization agreement or can be performed on an hourly basis upon written authorization.

Schedule:

Kimley-Horn will begin services upon receipt of an executed Work Authorization. The above services will be provided as expeditiously as practicable to meet a mutually agreed upon schedule.

Method of Compensation:

Kimley-Horn will provide the Scope of Services for the fees shown in the table below.

<i>Task Description</i>	<i>Fees</i>
Task 1 – Underground Utility Location	Lump Sum, \$8,300.00
Task 2 – Geotechnical Investigations	Lump Sum, \$10,300.00
Task 3 – Boundary and Topographic Survey	Lump Sum, \$8,400.00

Kimley-Horn will perform the services in Tasks 1 – 3 on a lump sum basis inclusive of direct expenses. Individual task amounts are information only.

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

ACCEPTED:

THE CITY OF WILDWOOD, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY: Gene B. Losito

Gene B. Losito, P.E.

TITLE: _____

TITLE: Vice President

DATE: _____

DATE: March 8, 2023

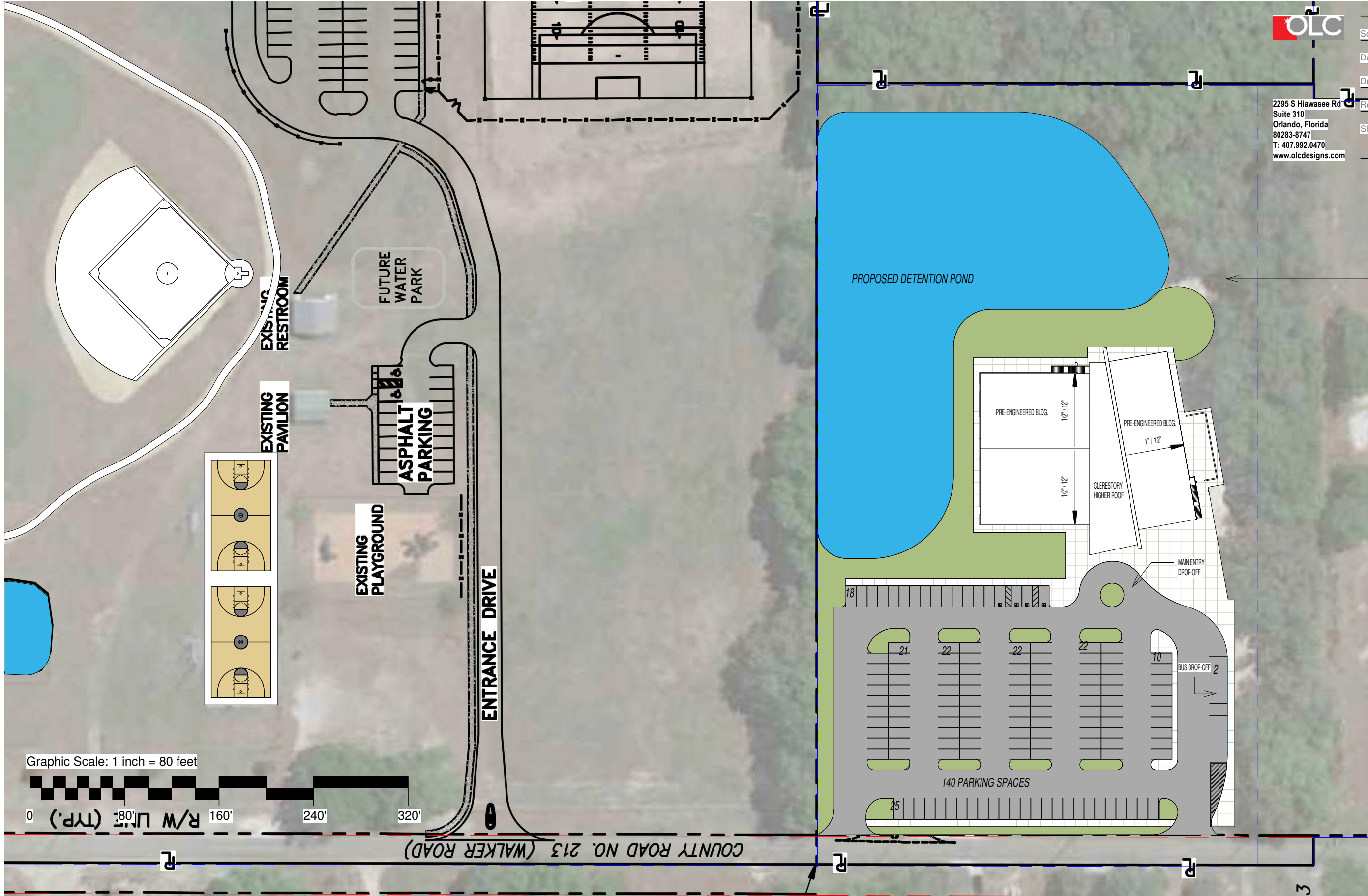


CR 213

G07-044

CR 244

213



Scale: 1" = 80'-0"

Date: 11/30/22

Drawn by: Author

Rev'd by: Checker

Sheet #: **A001**

2295 S Hiawasee Rd
Suite 310
Orlando, Florida
80283-8747
T: 407.992.0470
www.olcdesigns.com

EXISTING TREES TO
REMAIN

Status: **CONCEPT DESIGN**
Issued: 12/07/2022

RECREATION AND COMMUNITY OUTREACH CENTER
CITY OF WILDWOOD, FLORIDA

SITE PLAN



Scale: 1" = 20'-0"

Date:

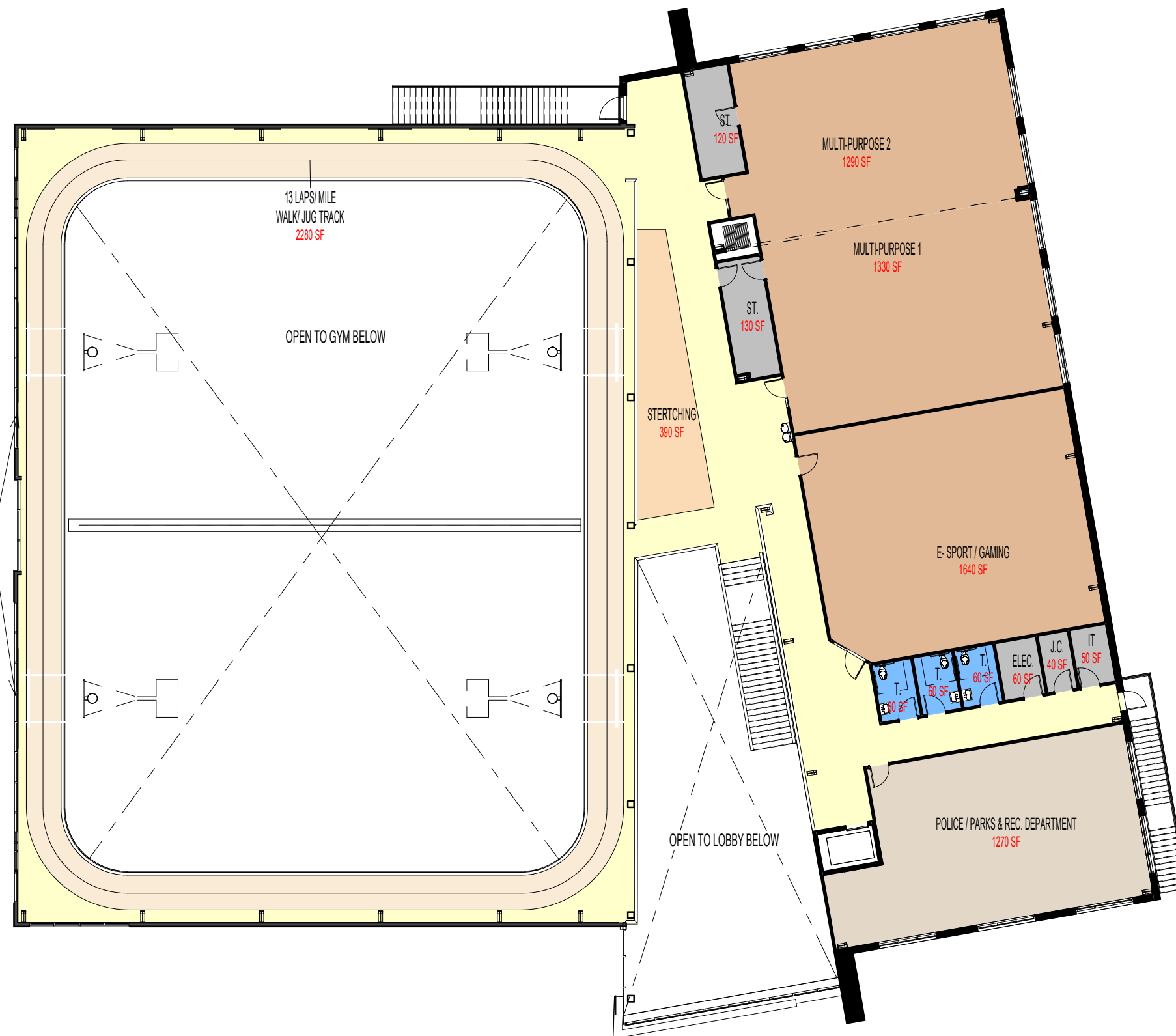
Drawn by: Author

Rev'd by: Checker

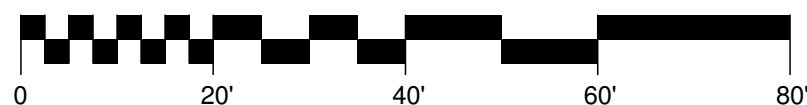
Sheet #: **A201**

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NORTH DIRECTION
DAYLIGHT



Graphic Scale: 1 inch = 20 feet



Status: CONCEPT DESIGN
Issued: 12/07/2022

RECREATION AND COMMUNITY OUTREACH CENTER
CITY OF WILDWOOD, FLORIDA



SECOND FLOOR PLAN



Scale: 1" = 20'-0"

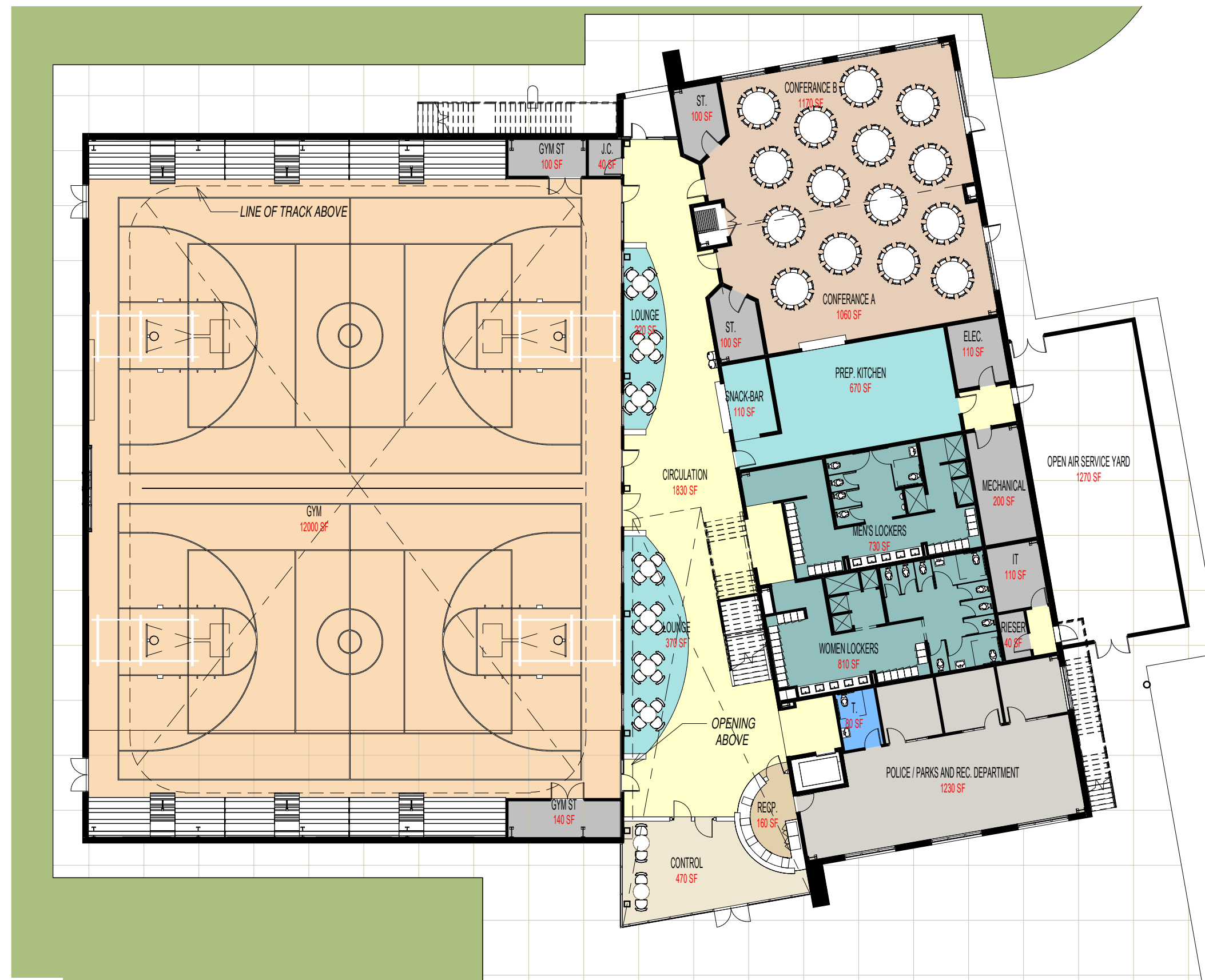
Date:

Drawn by: Author

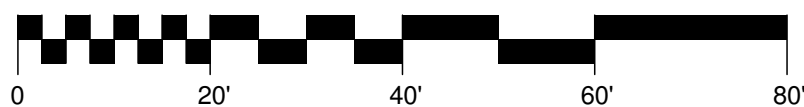
Rev'd by: Checker

Sheet #: **A101**

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Graphic Scale: 1 inch = 20 feet



Status: **CONCEPT DESIGN**
Issued: 12/07/2022

RECREATION AND COMMUNITY OUTREACH CENTER
CITY OF WILDWOOD, FLORIDA



FIRST FLOOR PLAN