City Hall Council Chambers
9101 Bonita Beach Road SE
Bonita Springs, Florida 34135

City of Bonita Springs
City Council
Meeting Agenda

April 15, 2026
5:30 p.m.

To speak to the City Council during this proceeding, please complete a "Public Comment Slip" and submit it to the City Clerk, who is seated at the left-hand side of the dais. Blank slips are available on the table outside Council Chambers. Written comments may be submitted in advance of the meeting by emailing your name, address, and comment to citymeetings@cityofbonitasprings.org by 1:00 p.m., April 15, 2026.

The City of Bonita Springs is committed to equal opportunity and does not discriminate on the basis of race, color, national origin, gender, age, disability, religion, income, or marital status. Under the Americans with Disabilities Act, anyone who requires an ADA-qualified accommodation to participate in this proceeding should contact City Clerk Mike Sheffield at (239) 949-6248, at least 48 hours in advance of the meeting. Reasonable accommodations will be provided at no cost to the requester.

Any person who may seek to appeal a decision made by the City Council on any matter at this meeting is responsible for ensuring that a verbatim record of the proceeding is made, which includes the testimony and evidence upon which the appeal is to be based.

1. Call to Order

2. Invocation

3. Pledge of Allegiance

4. Roll Call

5. Public Comment on Agenda Items

6. Ceremonial Presentations and Proclamations:

   A. Proclamation recognizing April 24, 2026 as Arbor Day in the City of Bonita Springs.

7. Public Hearings - Zoning and Land Use:

   A. (SECOND READING AND PUBLIC HEARING) A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; AN AMENDMENT TO A RESIDENTIAL PLANNED DEVELOPMENT TO ALLOW A 149 FOOT MONOPOLE WIRELESS FACILITY AND RELATED INFRASTRUCTURE; LOCATED AT 12760 FOX RIDGE DRIVE, BONITA SPRINGS, FLORIDA 34135; PROVIDING FOR AN EFFECTIVE DATE. (Green Sheet 26-04-059)

8. Consent Agenda Items:

   A. Approve Minutes from the City Council Regular Meeting held on March 25, 2026.

   B. Approve Minutes from the City Council Regular Meeting held on April 1, 2026.

   C. Approve renewal of Microsoft Enterprise Enrollment Agreement with SHI International Corporation. (Green Sheet 26-04-060)

   D. Approve contract agreement with Quality Enterprises USA, Inc., for the East Terry Street Stormwater and Multi-Use Pathway Project. (Green Sheet 26-04-061)

   E. Approve proposal from Gilbane Building Company for design and preconstruction services for the new public safety facility. (Green Sheet 26-04-062)

   F. Approve proposal from Weston & Sampson for design and preconstruction services for renovations and improvements at the Bonita Springs Recreation Center. (Green Sheet 26-04-063)

   G. Approve the second amendment for Zap&Co contract for the production and management of the Fiesta Bonita event at Liles Hotel Plaza and allow a date change to September 19, 2026. (Green Sheet 26-04-064)

   - Opportunity for City Council Comments on Consent Agenda

9. Public Hearings:

   A. (SECOND READING AND PUBLIC HEARING) AN ORDINANCE ORDERING AND CALLING FOR A BOND REFERENDUM ELECTION TO BE HELD ON AUGUST 18, 2026, IN THE CITY OF BONITA SPRINGS, FLORIDA TO DETERMINE IF THE QUALIFIED ELECTORS RESIDING IN THE CITY APPROVE THE ISSUANCE BY THE CITY OF GENERAL OBLIGATION BONDS PAYABLE FROM AD VALOREM TAXES LEVIED IN AMOUNTS SUFFICIENT TO PAY DEBT SERVICE ON SUCH BONDS ON ALL TAXABLE PROPERTY WITHIN THE CITY TO FINANCE THE ACQUISITION OF INACTIVE RAILROAD CORRIDOR PROPERTY AND THE DEVELOPMENT AND CONSTRUCTION OF CAPITAL IMPROVEMENTS THERETO FOR THE BONITA ESTERO RAIL TRAIL; PROVIDING SEVERABILITY AND AN EFFECTIVE DATE. (Green Sheet 26-04-065)

10. Mayor and Council Member Items:

    A. Discussion regarding making a formal request to the West Coast Inland Navigation District to conduct a survey of the Imperial River. (Corrie, Green Sheet 26-04-067)

11. City Attorney Items:

12. City Manager Items:

    A. Presentation of the February Financial Report and accept Certificate of Achievement for Excellence in Financial Reporting to City of Bonita Springs. (Green Sheet 26-04-066)

13. Mayor and Council Member Reports

14. Public Comment

15. Adjournment

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet 26-04-059
April 15, 2026

ITEM TITLE: (SECOND READING AND PUBLIC HEARING) A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; AN AMENDMENT TO A RESIDENTIAL PLANNED DEVELOPMENT TO ALLOW A 149 FOOT MONOPOLE WIRELESS FACILITY AND RELATED INFRASTRUCTURE; LOCATED AT 12760 FOX RIDGE DRIVE, BONITA SPRINGS, FLORIDA 34135; PROVIDING FOR AN EFFECTIVE DATE.

REQUESTOR: Mike Fiigon, Senior Planner

AGENDA SECTION: PUBLIC HEARINGS—ZONING AND LAND USE

STRATEGIC PRIORITY:

BACKGROUND: This request is to amend the Hunter's Ridge RPD (ZAB-85-273) to permit the construction of a 149ft monopole/monopine wireless facility and associated infrastructure.

The proposed location currently houses maintenance operations and a treatment plant for Hunter's Ridge. Diamond Communications, LLC will be leasing a portion of the property for tower construction. The site is already fenced and landscaped and any damage to the existing mature landscaping that occurs during construction will be replaced like-for-like (see Ordinance Condition 3).

The tower will be 149 feet in height and will be able to locate up to four (4) carriers. Currently, T-Mobile and Verizon have provided statements of need. The design will be a monopole/monopine and photo simulations have been provided that show the proposed tower resemblance. Access to the site will be through Fox Ridge Drive and it is anticipated that the general traffic impact will be approximately one (1) maintenance trip per month, per carrier. The greatest impact will be during the construction phase, and the Applicant has been made aware of the requirement to maintain suitable access and traffic circulation—which will be reviewed as part of the local development order process. Additionally at that time, the Applicant will need to provide a detailed stormwater plan which demonstrates no additional runoff onto neighboring properties.

The case was heard by the Planning & Zoning Board on March 17, 2026, and received unanimous approval (6-0, meeting minutes attached) with a request to amend the proposed conditions of approval to add a maintenance requirement (see Condition 4 in the draft ordinance).

The first reading and presentation was held in front of City Council on April 1, 2026 at 9:00 a.m. Staff and the Applicant are in agreement on the recommendation and associated conditions.

STAFF RECOMMENDATION: Approve, as conditioned

ATTACHMENTS:

1. Draft Ordinance (Prepared By City Attorney)
2. Planning & Zoning Board [Draft] Meeting Minutes, March 17, 2026
3. Staff Report
4. Legal Description & Sketch
5. Site Plan
6. Background Analysis
7. Applicant Request Narrative
8. RF Package/Statement of Need

9. Photo Simulations
10. Public Comments (received as of April 8, 2026)
11. Full application backup (online only)

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Michael Sheffield
Dept. Director:	John Dulmer, AICP

CITY OF BONITA SPRINGS
ZONING ORDINANCE NO. 26 - __

A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; AN AMENDMENT TO A RESIDENTIAL PLANNED DEVELOPMENT TO ALLOW A 149 FOOT MONOPOLE WIRELESS FACILITY AND RELATED INFRASTRUCTURE; LOCATED AT 12760 FOX RIDGE DRIVE, BONITA SPRINGS, FLORIDA 34135; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Diamond Communications, LLC have filed an application to amend the existing Hunter's Ridge North (formerly known as Brentwood Estates) Residential Planned Development (RPD) zoning district; and

WHEREAS, the subject property is located 12760 Fox Ridge Drive, Bonita Springs, Florida, 34135, STRAP number 06-48-26-B3-0010G.10CE; and is described more particularly as:

See Exhibit "A"

WHEREAS, the subject property is part of the overall Hunter's Ridge Residential Planned Development and was part of the original rezoning effort in 1985 to re-designate from the Agricultural (AG-2) district to an RPD (ZAB-85-273); and

WHEREAS, a Public Hearing was advertised and heard on March 17, 2026 by the City of Bonita Springs Planning and Zoning Board ("P&Z"), who gave full consideration to the evidence available and recommended approval (6-0) of the applicant's request and gave full and complete consideration of the record, consisting of the Staff Recommendation, the documents on file with the City and the testimony of all interested parties. The Staff Report prepared by Community Development, and evidence submitted at the P&Z hearing is on file with the City Clerk; and

WHEREAS, the case was presented for First Reading for the City Council at their April 1, 2026, meeting; and

WHEREAS, City Council at their April 15, 2026, meeting considered the record of the Planning and Zoning Board on Case PD25-124697-BOS, and gave full consideration of the Staff Recommendation, the evidence and testimony.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Bonita Springs, Lee County, Florida:

SECTION ONE: APPROVAL OF REQUEST

City Council of Bonita Springs hereby approves the request to amend (with <u>underlined</u> language below) the existing Residential Planned Development

schedule of uses to allow a 149ft monopole wireless facility and related infrastructure. In so doing the City Council makes the following findings and conclusions, upon an analysis of the application and the standards for approval subject to the following conditions and deviations:

Conditions:

1. The amendment is applicable to STRAP 06-48-26-B3-0010G.10CE only and development of the wireless facility shall be generally consistent with the 41-page site plan provided and labeled as Exhibit "B."

2. Schedule of Uses for ZAB-85-273 is amended as follows:

   Common Recreational Uses, Private
   Model Homes
   Private Sewage Treatment Plant
   Residential Accessory Uses
   Residential Development Identification Signs
   Single Family Homes
   Wireless Facilities, not to exceed 149 feet in height, limited to one facility and associated infrastructure

3. Any landscaping removed during construction shall be replaced like-for-like. LDC 3 & 4 requirements will be applicable if landscaping is removed and unable to be replaced.

4. Diamond Communications, LLC, its successors, or assigns shall maintain the monopine (monopole designed as pinetree) tower on an as-needed basis (including, but not limited to, the tree branch canopy) to ensure the appearance and condition remains in accordance with the depiction of the monopine tower in Attachment D, Photo Simulations.

5. The Applicant or its agents shall obtain a Limited Development Order (LDO) and building permits, prior to the commencement of construction of the wireless facility.

6. Approval of this zoning action is not intended to circumvent or supersede Florida Statutes or Federal Regulations (such as FAA or FCC requirements) that pertain to wireless facilities.

7. Approval of this zoning action does not guarantee approval of a local development order or building permit.

Exhibits:

A. Legal Description and Sketch of the Subject Property
B. Diamond Communications, LLC Site Plan

SECTION TWO: EFFECTIVE DATE

This Ordinance shall take effect immediately upon of adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 15th day of April, 2026.

AUTHENTICATION:

_____ _____
Mayor City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:	Carr	Corrie
	Purdon	Fullick
	Fitzpatrick	Bogacz
	Gibson	

Date filed with City Clerk: _____

City Hall Council Chambers
9101 Bonita Beach Road SE
Bonita Springs, Florida 34135

City of Bonita Springs
Planning and Zoning Board
draft Meeting Minutes

March 17, 2026
9:00 am

1. **Call to Order**: *Chairman Hershenson called the meeting to order at 9:00 a.m.*

2. **Pledge of Allegiance**

3. **Roll Call by City Clerk**

Members Present:	*Hershenson, Brown, Dhooghe, Lohan, Lombardo, Townsend*
Members Absent:	*Waterhouse (excused)*
Staff Present:	*Mike Sheffield, John Dulmer, Jacqueline Genson, Mike Fiigon, Nathan Cochran (for Mr. Rooney)*

4. **Public Comment:**

Chairman Hershenson announced that public comment for each case will be heard following the presentations.

5. **Public Hearings** (Not Quasi-Judicial)

   A. **Case Name: PLANNING PERIOD COMPREHENSIVE PLAN AMENDMENTS (CPA26-130023 BOS)**

   AMENDMENTS TO THE COMPREHENSIVE PLAN TO ADDRESS THE 2023 FLORIDA DEPARTMENT OF COMMERCE TECHNICAL ASSISTANCE COMMENTS RELATIVE TO CHANGES IN THE REQUIRED PLANNING PERIODS (CPA26-130023-BOS)

Jacqueline Genson, Planning and Zoning Manager, introduced the item and then introduced Dr. Margaret Banyan who appeared and presented via Zoom. Dr. Banyan opened with an overview of the purpose and scope of the Comprehensive Plan, and explained how it aligns with other City plans and regulations. She then outlined the Evaluation and Appraisal Review (EAR) process and timeline, followed by an analysis of the proposed amendments and their scope. (Presentation on file in the City Clerk's office).

Chairman Hershenson called for public comment. With no speakers coming forward, and no comments or questions from the Board, he motioned to find the proposed amendments consistent with the Bonita Springs Comprehensive Plan and to recommend approval to City Council; Seconded by Member Lombardo. The Clerk conducted a roll-call vote; ***the motion carried 6-0.***

6. Public Hearings (Quasi-Judicial)

A. Case Name: HUNTER'S RIDGE PLANNED DEVELOPMENT AMENDMENT (PD25-124697-BOS)

AN AMENDMENT TO A RESIDENTIAL PLANNED DEVELOPMENT (RPD) TO AMEND THE SCHEDULE OF USES TO ALLOW A 149 FT MONOPOLE WIRELESS FACILITY AND RELATED INFRASTRUCTURE.

The City Clerk read the case title into the record and administered the oath to those individuals intending to provide testimony. Mike Fiigon, Senior Planner with Community Development, opened the item with an overview of the request, and then introduced Mattaniah Jahn, representing the applicant, Diamond Communications, LLC. Ms. Jahn's presentation included maps showing the proposed tower location, along with images of similar pine-camouflage style monopoles which she referred to as "monopine." Her presentation also reviewed the proposed tower elevation, the distance to the nearest residence (233 feet), the wireless carriers planning to co-locate on the facility, and the demonstrated need for the tower. (Applicant presentation on file in the Clerk's office).

Board members posed questions to Ms. Jahn regarding 9-1-1 emergency call routing, the appearance of the artificial branches, tower height (150 ft), and the need for a long-term maintenance and branch replacement schedule.

Mr. Fiigon then presented the staff analysis. Staff is recommending approval of the PD amendment. Mr. Fiigon noted the applicant met the standards of review requirements for both a special exception request (wireless facility over 35ft) and for the PD amendment (addition to the schedule of uses). His presentation included current coverage maps, the demonstrated need for the tower, and a review of the conditions of approval. He emphasized that, if approved, the amended schedule of uses is limited to this single wireless facility. (Staff presentation on file in the Clerk's office).

Chairman Hershenson called for public comment. The City Clerk announced six registered speakers, and called them in order, as follows:

Francie Morad - Spoke in opposition, citing the proximity of the tower to her home and neighborhood, and potential health and environmental impacts.

Don Huprich - General Manager at Hunter's Ridge, spoke in support, citing the need for the tower.

Adriana Bonifer - Spoke in opposition, citing the location of the tower and concerns over negative impacts to nearby homes.

Brad Wehman - Spoke in opposition, citing the location and concerns about potential impacts on health and property values.

Kevin Keane - Spoke in opposition, describing the proposed tower as an eyesore and citing concerns about potential health effects and impacts on property values.

Jack Wieland - Spoke in opposition, citing the location and proximity to homes.

DRAFT

The City Clerk called for any additional public comments. With no additional speakers coming forward, he invited the applicant to respond to comments made by the public speakers. Ms. Jahn provided rebuttal and introduced Cameron Lee, Project Manager with Diamond Communications, who addressed the site selection process and lease negotiations with the Hunter's Ridge Homeowners Association.

With no further questions from the Board, Member Townsend motioned to recommend approval of the PD amendment to City Council with the addition of a condition requiring a continual maintenance schedule; Seconded by Member Dhooghe. The Clerk conducted a roll-call vote; ***the motion carried 6-0.***

7. Election of a Vice-Chair

Chairman Hershenson motioned to select Ray Townsend as Vice Chair; Seconded by Member Lombardo. Seeing no additional nominations, the Clerk conducted a roll-call vote. ***The motion carried 6-0.***

8. Approval of Minutes from the Training Workshop held on March 5, 2026

Chairman Hershenson motioned to approve the March 5, 2026 minutes; Seconded by Member Lombardo. ***The motion carried 6-0.***

9. Adjournment: *With no further business, Chairman Hershenson adjourned the meeting at 10:33 a.m., and announced that the next meeting is tentatively scheduled for 9:00 a.m., April 14, 2026.*

Prepared and attested by:

_____
Michael J. Sheffield, City Clerk

Approved by the Planning and Zoning Board

Date:_____

_____
Dr. Ben Hershenson, Chairman

DRAFT

TABLE OF CONTENTS
PD25-124607-BOS
HUNTER'S RIDGE PD AMENDMENT

AERIAL	PAGE 2
STAFF REPORT	PAGE 3
APPLICATION SUMMARY	PAGE 3
BACKGROUND	PAGE 4
CONCLUSIONS	PAGE 6
RECOMMENDATION	PAGE 6
CONDITIONS	PAGE 7
EXHIBIT A: LEGAL DESCRIPTION AND SKETCH	PAGE 9
EXHIBIT B: SITE PLAN	PAGE 16
ATTACHMENT A: STAFF ANALYSIS	PAGE 57
PD/SE ANALYSIS TABLE	PAGE 57
ENVIRONMENTAL ANALYSIS	PAGE 58
STORMWATER ANALYSIS	PAGE 59
TRAFFIC ANALYSIS	PAGE 59
COMPREHENSIVE PLAN ANALYSIS	PAGE 59
ATTACHMENT B: APPLICATION NARRATIVE	PAGE 61
ATTACHMENT C: RF PACKAGES/STATEMENT OF NEEDS	PAGE 83
ATTACHMENT D: PHOTO SIMULATIONS	PAGE 95
ATTACHMENT E: PUBLIC COMMENTS	PAGE 104
ATTACHMENT F: APPLICATION BACKUP (ONLINE ONLY)	PAGE 126

Site Location

BONITA SPRINGS, FLORIDA

COMMUNITY DEVELOPMENT DEPARTMENT

ZONING DIVISION

STAFF REPORT

TYPE OF CASE: PLANNED DEVELOPMENT AMENDMENT

CASE NUMBER: PD25-124697-BOS

HEARING DATE: March 17, 2026

PLANNER: Mike Fiigon II, Senior Planner

APPLICATION SUMMARY:

A. Applicant: Diamond Communications, LLC

B. Agent: Mattaniah S. Jahn, P.A.

C. Request: An amendment to a Residential Planned Development (RPD) to amend the schedule of uses to allow a 149ft monopole wireless facility and related infrastructure.

D. Location: 12760 Fox Ridge Drive, Bonita Springs, Florida, 34135; STRAP 06-48-26-B3-0010G.10CE

E. Future Land Use Plan Designation: Moderate Density Mixed Use Planned Development

F. Current Zoning: Residential Planned Development (RPD)

G. Current Land Use: Treatment/Maintenance Area/Non-Residential

By this reference, the Applicant's application in its entirety, including amendments and correspondence, is made part of this record and is available at the City Clerk's and Community Development's Offices.

BACKGROUND:

The property is part of the overall Hunter's Ridge Residential Planned Development and was part of the original rezoning effort in 1985 to re-designate from the Agricultural (AG-2) district to an RPD. Additional zoning actions were approved in 1987, 1990, and 1993 which expanded the Hunter's Ridge development boundaries to what is currently built. The following schedule of uses were approved with the original zoning action (ZAB-85-273) and pertain to the subject property:

Uses:

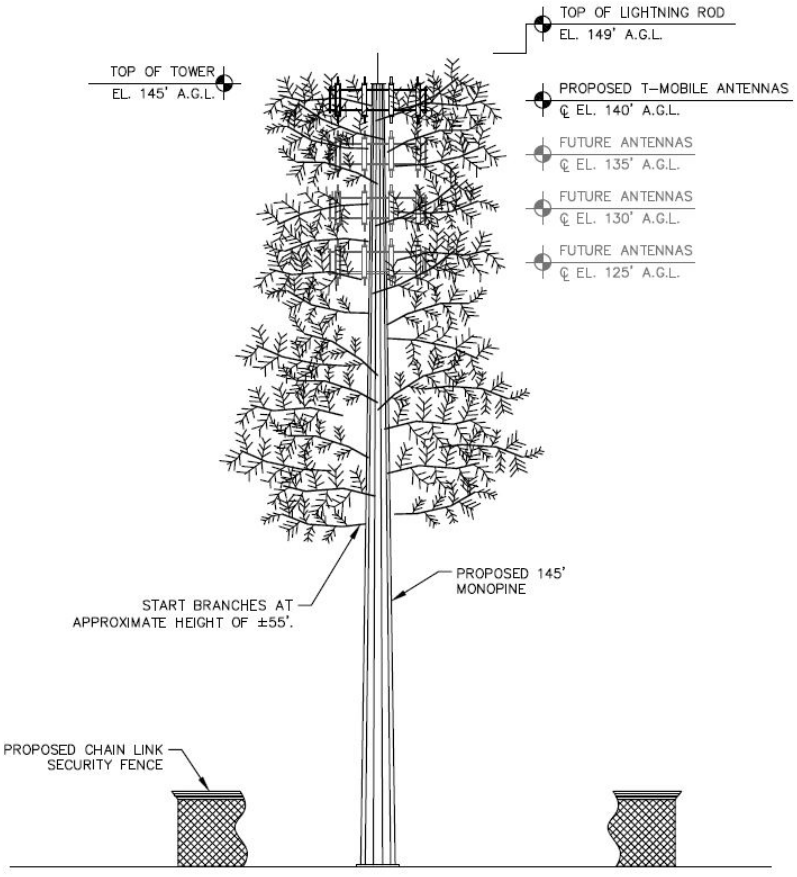
Common Recreational Uses, Private
Model Homes
Private Sewage Treatment Plant
Residential Accessory Uses
Residential Development Identification Signs
Single Family Homes

The current request is to obtain zoning approval for the construction of a cell tower facility that is 149 feet in height and in a monopole/monopine design. The appropriate path to obtain the approval is to amend and add *Wireless Facilities* to the schedule of uses. Additionally, approvals for wireless facilities are regulated by Chapter Four, Division 11 of the City of Bonita Springs Land Development Code (LDC). This division permits wireless facilities based on land use (residential, commercial, industrial, other), proposed height, and tower type (monopole, stealth, camouflaged, self-support, guyed, lattice). For example, a stealth tower or facility up to 35 feet in height that is proposed on a property with a residential land use can be approved administratively by City Staff. An example of such approval would be the wireless facility light poles that were installed in Imperial Bonita Estates Mobile Home Park in 2015 (ADD15-24521-BOS). However, towers/facilities proposed on residential property that are over 35 feet will require the approval of a special exception (public hearing), with the maximum height allowance of 75 feet and only in the style of a stealth or camouflaged tower. Additional tower types and additional height are permitted for land uses other than residential, pursuant to LDC Table 4-1221, [abridged version] shown as follows:

Land Use	**Tower Type**	**Maximum Height (Administrative)**	**Maximum Height (Special Exception)**
Residential	Stealth	35 feet	35.1 feet – 75 feet
	Camouflaged	35 feet	35.1 feet – 75 feet
Commercial	Stealth	75 feet	75.1 feet – 125 feet
	Camouflaged	65 feet	65.1 feet – 110 feet
	Monopole	50 feet	50.1 feet – 75 feet
Industrial	Stealth	100 feet	100.1 feet – 149 feet
	Camouflaged	90 feet	90.1 feet – 149 feet
	Monopole	80 feet	80.1 feet – 149 feet

	Self-Support	75 feet	75.1 feet – 149 feet
	Guyed	75 feet	75.1 feet – 149 feet
	Lattice	75 feet	75.1 feet – 149 feet
Other	Stealth	35 feet	Over 35 feet
	Camouflaged	35 feet	Over 35 feet
	Monopole	35 feet	Over 35 feet
	Self-Support	35 feet	Over 35 feet
	Guyed	35 feet	Over 35 feet
	Lattice	35 feet	Over 35 feet

The portion of Hunter's Ridge subject to this application is not residential in nature and was never contemplated for residential uses. As a result, the Applicant is able to ask for additional height and additional tower types. Since the property currently holds RPD zoning and required multiple public hearings with Lee County, it was determined that the appropriate path for review would be an amendment to the RPD while also using the required Wireless Facilities application documentation for review as contained in Division 11 of the City's Land Development Code (LDC). By utilizing this approach, the City is able to avoid duplicative public hearing application efforts in the form of a PD Amendment, variance from maximum permitted tower height, and a special exception for facilities proposed at a height greater than 35 feet—and can instead use the public hearing PD Amendment process to handle the request.



(Proposed monopine, as submitted by Diamond Communications, LLC, 2025)

In order to satisfy the application requirements, the Applicant has provided documentation to satisfy the PD amendment criteria as well as the wireless facilities criteria. Items such as a colocation affidavit, photo simulations

(discussed later in this report), fall zone letters, a tall structures permit application (reviewed by Lee County), as well as site plans, aerials, a statement of need are able to satisfy both application types. The full application backup package is being provided digitally as part of Attachment F.

The Applicant has provided Radio Frequency Engineering Reports (RF Packages) which includes a statement of need for the tower (Attachment C).

Contained therein are cell coverage maps, which show current and unreliable coverage areas as well as the improvements that would be established upon completion of the tower. Additionally, it should be understood that while increased coverage is always the primary focus, capacity has also been an ongoing problem in the eastern part of the City (i.e. east of the interstate). Even with adequate coverage, calls can drop and significant lag time for data processing and downloads become clear when a tower is overburdened with users. Establishment of the proposed facility is intended to help in both coverage and capacity for its carriers.

As shown in the 41-page site plan (Exhibit B), the tower will be designed as a monopine, as shown above. The cell antennas will start at 125 feet in height and will be placed on the tower in height increments of five (5) feet. “Branches” with foliage will be used to camouflage the antennas and will start at a height of 55 feet approximately and continue up to the top of the tower. A series of photo simulations have been provided by the Applicant to demonstrate the visual impact of the tower (Attachment D). A sample of one of the simulations is identified below and shows the view from Fox Ridge Drive, the roadway which will serve as the access point to the tower site.

(Photo Simulation from Fox Ridge Drive, provided by Diamond Communications, LLC
(edited by Community Development 2026)



CONCLUSIONS:

It is Staff’s opinion that the Applicant has properly demonstrated that the proposed amendment is appropriate for the RPD. Additional analysis performed by Staff in order to reach this conclusion can be found by reviewing “Attachment A.”

RECOMMENDATION:

Staff recommends **APPROVAL** of a Residential Planned Development (RPD)

zoning amendment to Zoning Resolution ZAB-85-273 to add *Wireless Facilities* to the schedule of uses. This recommendation of approval is subject to the following conditions:

Conditions:

1. The amendment is applicable to STRAP 06-48-26-B3-0010G.10CE only and development of the wireless facility shall be generally consistent with the 41-page site plan provided and labeled as Exhibit "B."

2. Schedule of Uses for ZAB-85-273 is amended as follows:

   Common Recreational Uses, Private
   Model Homes
   Private Sewage Treatment Plant
   Residential Accessory Uses
   Residential Development Identification Signs
   Single Family Homes
   Wireless Facilities, not to exceed 149 feet in height, limited to one facility and associated infrastructure

3. Any landscaping removed during construction shall be replaced like-for-like. LDC 3 & 4 requirements will be applicable if landscaping is removed and unable to be replaced.

4. Diamond Communications, LLC, its successors, or assigns shall maintain the monopine tower on an as-needed basis (including, but not limited to, the tree branch canopy) to ensure the appearance and condition remains in accordance with the depiction of the monopine tower in Attachment D, Photo Simulations. (condition added pursuant to the recommendation of the City of Bonita Springs Planning & Zoning Board, March 17, 2026)

5. The Applicant or its agents shall obtain a Limited Development Order (LDO) and building permits, prior to the commencement of construction of the wireless facility.

6. Approval of this zoning action is not intended to circumvent or supersede Florida Statutes or Federal Regulations (such as FAA or FCC requirements) that pertain to wireless facilities.

7. Approval of this zoning action does not guarantee approval of a local development order or building permit.

EXHIBITS:

A. Legal Description and Sketch of the Subject Property
B. Diamond Communications, LLC Site Plan

ATTACHMENTS:

A. Background and Informational Analysis
B. Application Narrative
C. RF Package/Statement of Need
D. Photo Simulations
E. Public Comments (up to March 23, 2026)
F. Application Backup (Final Documents—Online only)

EXHIBIT A

GENERAL NOTES

* THIS SPECIFIC PURPOSE SURVEY IS FOR THE LEASED PREMISES AND EASEMENTS ONLY. THIS SPECIFIC PURPOSE SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF DIAMOND COMMUNICATIONS LLC AND EXCLUSIVELY FOR THE TRANSFERRAL OF THE LEASED PREMISES AND THE RIGHTS OF EASEMENT SHOWN HEREON AND SHALL NOT BE USED AS AN EXHIBIT OR EVIDENCE IN THE FEE SIMPLE TRANSFERRAL OF THE PARENT PARCEL NOR ANY PORTION OR PORTIONS THEREOF. BOUNDARY INFORMATION SHOWN HEREON HAS BEEN COMPILED FROM TAX MAPS AND DEED DESCRIPTIONS ONLY. NO BOUNDARY SURVEY OF THE PARENT PARCEL WAS PERFORMED.

THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY.

EQUIPMENT USED FOR ANGULAR & LINEAR MEASUREMENTS: GEOMAX ZOOM ROBOTIC AND CARLSON BRx7 BASE AND ROVER [DATE OF LAST FIELD VISIT: 01/14/2025]. SEE GNSS NOTES FOR GNSS EQUIPMENT.

THE 1' CONTOURS AND SPOT ELEVATIONS SHOWN ON THIS SPECIFIC PURPOSE SURVEY ARE ADJUSTED TO NAVD 88 DATUM (COMPUTED USING GEOID18) AND HAVE A VERTICAL ACCURACY OF ± 0.5'. CONTOURS OUTSIDE THE IMMEDIATE SITE AREA ARE APPROXIMATE.

BEARINGS SHOWN ON THIS SPECIFIC PURPOSE SURVEY ARE BASED ON GRID NORTH (NAD 83) FLORIDA WEST ZONE.

PER THE FEMA FLOODPLAIN MAPS, THE SITE IS LOCATED IN AN AREA DESIGNATED AS ZONE X (AREA OF MINIMAL FLOOD HAZARD). COMMUNITY PANEL NO. : 12071C0678F DATED: 08/28/2008

NO WETLAND AREAS HAVE BEEN INVESTIGATED BY THIS SPECIFIC PURPOSE SURVEY.

ALL ZONING INFORMATION SHOULD BE VERIFIED WITH THE PROPER ZONING OFFICIALS.

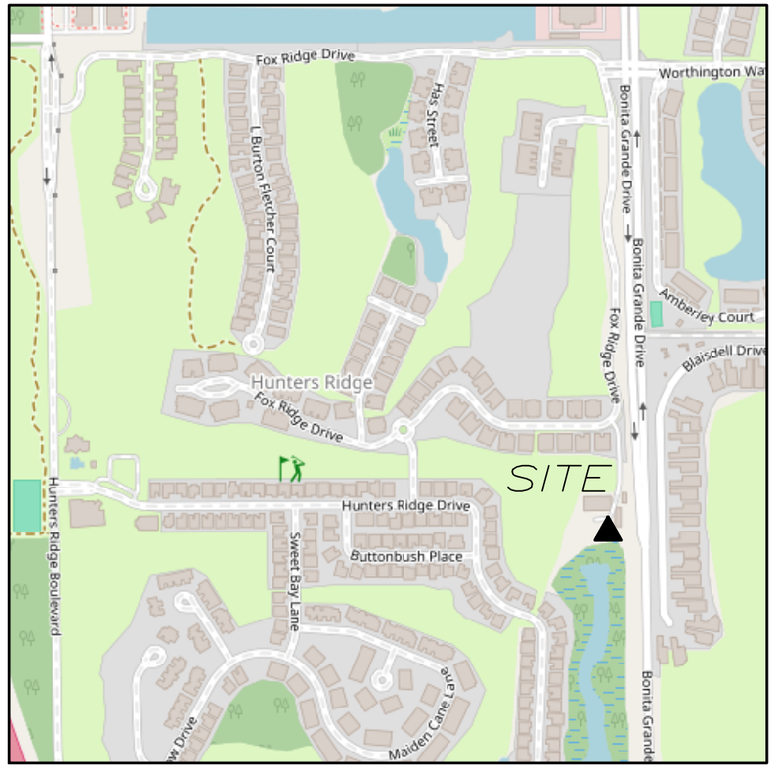
ANY UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM ABOVE GROUND FIELD SURVEY INFORMATION. THE SURVEYOR MAKES NO GUARANTEES THAT ANY UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT ANY UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED ANY UNDERGROUND UTILITIES.

ADDITIONS OR DELETIONS TO THIS SURVEY MAP BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY.

ORIGINAL SURVEY IS KEPT ON FILE IN THE SURVEYOR'S OFFICE.

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS. THIS MAP IS ONLY INTENDED FOR THE PARTIES AND PURPOSES SHOWN. THIS MAP IS NOT FOR RECORDATION.

811 CALL BEFORE YOU DIG



VICINITY MAP

NOT TO SCALE

GNSS NOTES

THE FOLLOWING GNSS STATISTICS UPON WHICH THIS SURVEY IS BASED HAVE BEEN PRODUCED AT THE 95% CONFIDENCE LEVEL:

POSITIONAL ACCURACY: 0.03 FEET (HORZ) 0.20 FEET (VERT)
TYPE OF EQUIPMENT: CARLSON BRx7 BASE AND ROVER, MULTI-FREQUENCY
TYPE OF GNSS FIELD PROCEDURE: ONLINE POSITION USER SERVICE
DATE OF SURVEY: 01/14/2025
DATUM / EPOCH: NAD_83(2011)(EPOCH:2010.0000)
PUBLISHED / FIXED CONTROL USE: N/A
GEOID MODEL: 18
COMBINED GRID FACTOR(S): 0.99995268
CENTERED ON THE BASE POINT AS SHOWN HEREON.
CONVERGENCE ANGLE: 0.11593056°
BENCHMARKS USED: DF7050, DP6861, DF9225

ROADWAY NOTE

FOX RIDGE DRIVE IS A PRIVATE ROADWAY, UTILITY EASEMENT AND DRAINAGE EASEMENT, AS PLATTED ON PLAT BOOK 75 PG 1, PLAT BOOK 66 PG 77, PLAT BOOK 61 PG 47, PLAT BOOK 64 PG 49 AND PLAT BOOK 41 PG 1.

PARENT PARCEL

OWNER: HUNTERS RIDGE COMMUNITY ASSOCIATION, INC., A FLORIDA CORPORATION

SITE ADDRESS: 12760 FOX RIDGE DRIVE, BONITA SPRINGS, FL 34135

PARCEL ID:
06-48-26-B3-0010G.10CE

AREA: 2.5538 ACRES± (PER CALCULATION)

REFERENCE: INSTRUMENT 2012000172078

EXHIBIT A

G. DARRELL TAYLOR License Number 6904 STATE OF FLORIDA Professional Surveyor and Mapper

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY DARRELL TAYLOR USING DIGITAL SIGNATURE AND DATE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

I HEREBY CERTIFY THAT THIS MAP IS CORRECT AND WAS DRAWN UNDER MY DIRECT SUPERVISION. ANY VISIBLE ENCROACHMENTS ARE SHOWN HEREON.

G. DARRELL TAYLOR, FLORIDA PROFESSIONAL SURVEYOR & MAPPER #LS6904

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS. THIS MAP IS ONLY INTENDED FOR THE PARTIES AND PURPOSES SHOWN. THIS MAP IS NOT FOR RECORDATION.

* SPECIFIC PURPOSE SURVEY PREPARED BY:

POINT TO POINT P2P LAND SURVEYORS

BUSINESS LICENSE NUMBER: LB8148
100 GOVERNORS TRACE, STE. 103
PEACHTREE CITY, GA 30269
(DIRECT) 678.565.4440 (FAX) 678.565.4497 (W) P2PLS.COM

SPECIFIC PURPOSE SURVEY PREPARED FOR:

Diamond Communications LLC

120 MOUNTAIN AVE,
SPRINGFIELD, NJ 07081

HUNTERS RIDGE
SITE NO. FL391
SECTION 6 TOWNSHIP 48 SOUTH RANGE 26 EAST
LEE COUNTY, FLORIDA

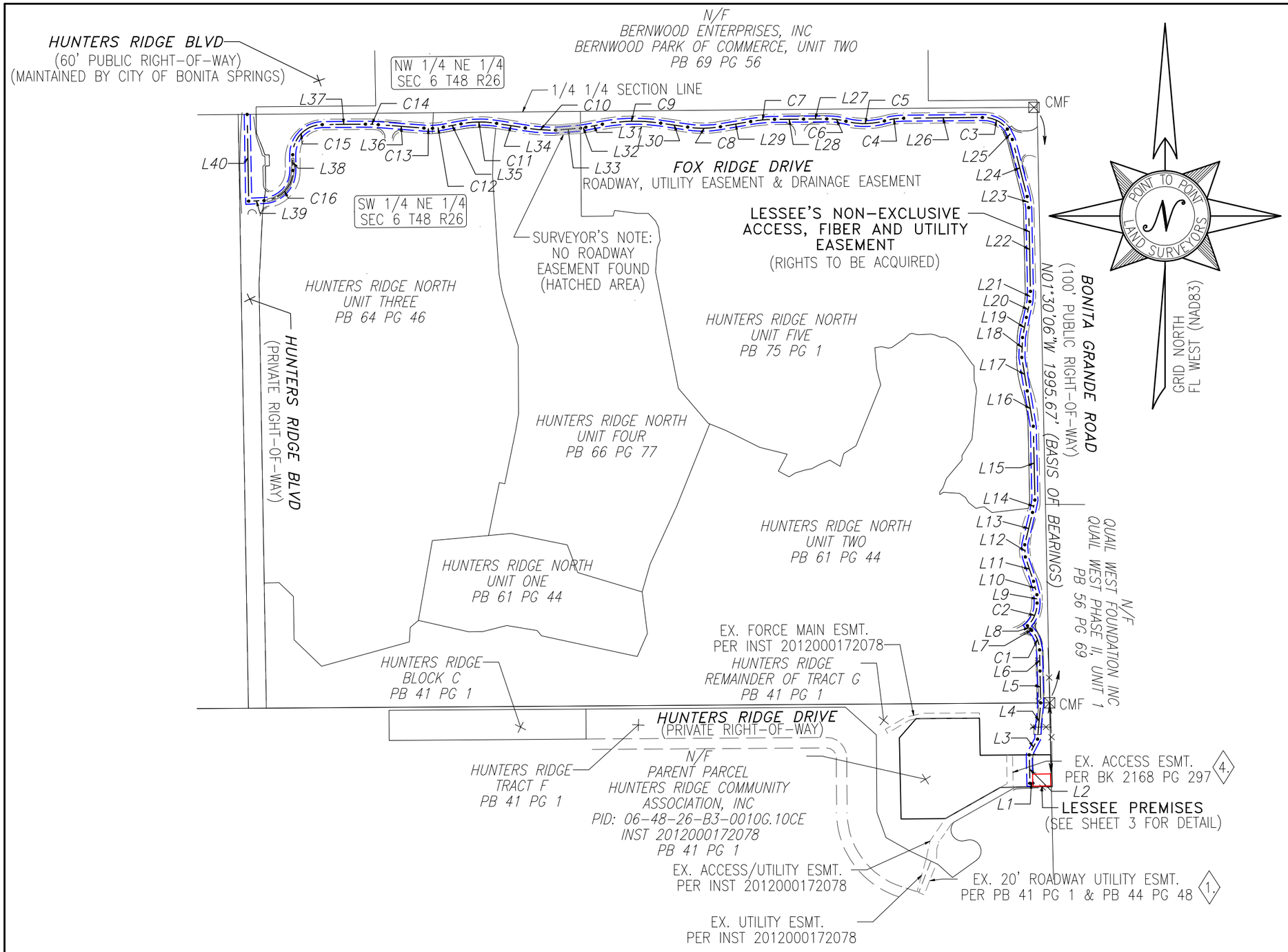
NO.	DATE	REVISION
1.	03/11/25	TITLE
2.	10/13/25	TEXT SIZE
3.	10/21/25	DIGITAL SIGN

DRAWN BY: MK
CHECKED BY: JKL
APPROVED: D. MILLER
DATE: 02/05/25
P2P JOB #:241586FL

SHEET: 1 OF 7

E:\Point To Point Dropbox\P2P Current Jobs\2024\241586FL-HUNTERS RIDGE\241586FL.pro

SURVEY NOT VALID WITHOUT ALL SHEETS



G. DARRELL TAYLOR License Number 6904 STATE OF FLORIDA Professional Surveyor and Mapper

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY DARRELL TAYLOR USING DIGITAL SIGNATURE AND DATE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

I HEREBY CERTIFY THAT THIS MAP IS CORRECT AND WAS DRAWN UNDER MY DIRECT SUPERVISION. ANY VISIBLE ENCROACHMENTS ARE SHOWN HEREON.

G. DARRELL TAYLOR, FLORIDA PROFESSIONAL SURVEYOR & MAPPER #LS6904

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS. THIS MAP IS ONLY INTENDED FOR THE PARTIES AND PURPOSES SHOWN. THIS MAP IS NOT FOR RECORDATION.

* SPECIFIC PURPOSE SURVEY PREPARED BY:

POINT TO POINT LAND SURVEYORS P2P

BUSINESS LICENSE NUMBER: LB8148
100 GOVERNORS TRACE, STE. 103
PEACHTREE CITY, GA 30269
(DIRECT) 678.565.4440 (FAX) 678.565.4497 (W) P2PLS.COM

SPECIFIC PURPOSE SURVEY PREPARED FOR:

Diamond Communications LLC

120 MOUNTAIN AVE,
SPRINGFIELD, NJ 07081

HUNTERS RIDGE
SITE NO. FL391
SECTION 6 TOWNSHIP 48 SOUTH RANGE 26 EAST
LEE COUNTY, FLORIDA

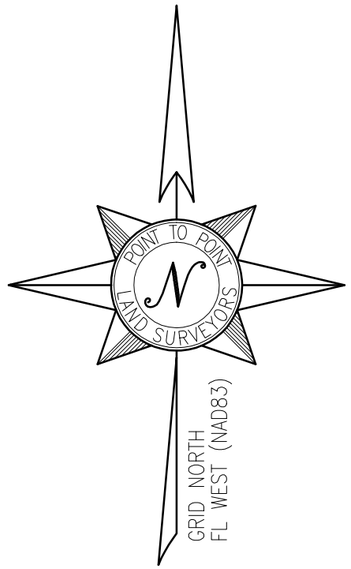
NO.	DATE	REVISION
1.	03/11/25	TITLE
2.	10/13/25	TEXT SIZE
3.	10/21/25	DIGITAL SIGN

DRAWN BY: MK
CHECKED BY: JKL
APPROVED: D. MILLER
DATE: 02/05/25
P2P JOB #:241586FL

SHEET: 2 OF 7

E:\Point To Point Dropbox\P2P Current Jobs\2024\241586FL-HUNTERS RIDGE\241586FL.pro

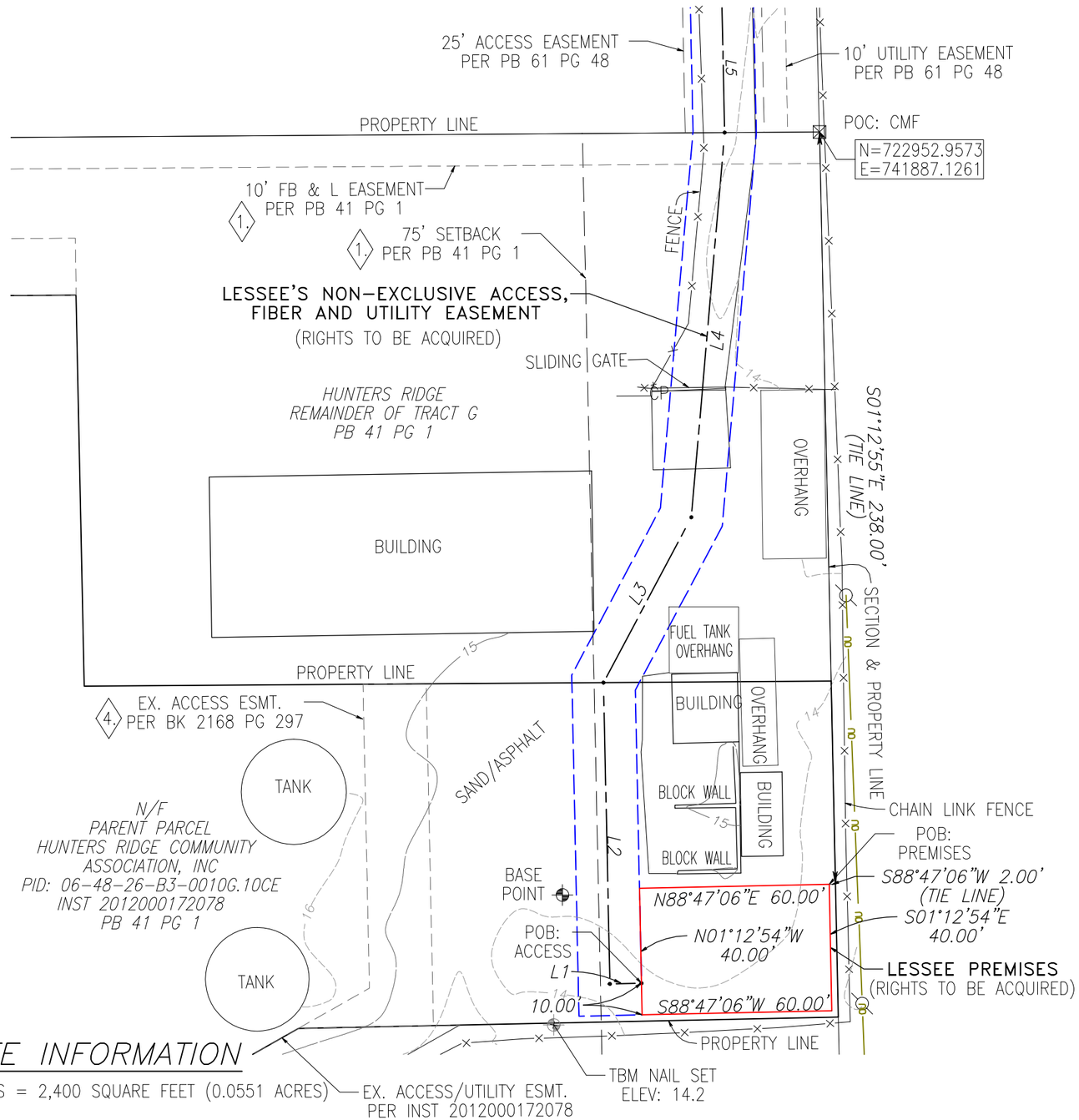
SURVEY NOT VALID WITHOUT ALL SHEETS



LEGEND

POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
IPS	IRON PIN SET
IPF	IRON PIN FOUND
CRB	CAPPED REBAR
RB	REBAR
OTP	OPEN TOP PIPE
SSMH	SANITARY SEWER MANHOLE
SDMH	STORM DRAIN MANHOLE
INV	INVERT
EP	EDGE OF PAVEMENT
BC	BACK OF CURB
OU	OVERHEAD UTILITY
CMP	CORRUGATED METAL PIPE
RCP	REINFORCED CONCRETE PIPE
PVC	POLYVINYL CHLORIDE PIPE
TR	TRANSFORMER
CLF	CHAIN LINK FENCE
BWF	BARBED WIRE FENCE
WV	WATER VALVE
WM	WATER METER
CO	SEWER CLEAN-OUT
GV	GAS VALVE
HH	HANDHOLE
CP	CONCRETE PAD
BFO	BURIED FIBER OPTIC
N/F	NOW OR FORMERLY
R/W	RIGHT-OF-WAY

FIRE HYDRANT
CONCRETE MONUMENT FOUND
TELCO PEDESTAL
UTILITY POLE
GUY WIRE ANCHOR
LIGHT POLE
BENCHMARK



SITE INFORMATION

LESSEE PREMISES = 2,400 SQUARE FEET (0.0551 ACRES)

AT CENTER LESSEE PREMISES:
LATITUDE: 26°19'18.03" (NAD 83) (26.321675°)
LONGITUDE: -81°44'18.17" (NAD 83) (-81.738381°)
ELEVATION = 14.1' A.M.S.L.

VERTICAL DATUM: NAVD 1988 (COMPUTED USING GEOID18)
HORIZONTAL DATUM: NAD83

BEARINGS ARE BASED ON FLORIDA GRID NORTH (WEST ZONE)

G. DARRELL TAYLOR License Number 6904 STATE OF FLORIDA Professional Surveyor and Mapper

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY DARRELL TAYLOR USING DIGITAL SIGNATURE AND DATE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

I HEREBY CERTIFY THAT THIS MAP IS CORRECT AND WAS DRAWN UNDER MY DIRECT SUPERVISION. ANY VISIBLE ENCROACHMENTS ARE SHOWN HEREON.

G. DARRELL TAYLOR, FLORIDA PROFESSIONAL SURVEYOR & MAPPER #LS6904

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS. THIS MAP IS ONLY INTENDED FOR THE PARTIES AND PURPOSES SHOWN. THIS MAP IS NOT FOR RECORDATION.

* SPECIFIC PURPOSE SURVEY PREPARED BY:

POINT TO POINT LAND SURVEYORS P2P

BUSINESS LICENSE NUMBER: LB8148
100 GOVERNORS TRACE, STE. 103
PEACHTREE CITY, GA 30269
(DIRECT) 678.565.4440 (FAX) 678.565.4497 (W) P2PLS.COM

SPECIFIC PURPOSE SURVEY PREPARED FOR:

Diamond Communications LLC

120 MOUNTAIN AVE,
SPRINGFIELD, NJ 07081

HUNTERS RIDGE
SITE NO. FL391
SECTION 6 TOWNSHIP 48 SOUTH RANGE 26 EAST
LEE COUNTY, FLORIDA

NO.	DATE	REVISION
1.	03/11/25	TITLE
2.	10/13/25	TEXT SIZE
3.	10/21/25	DIGITAL SIGN

DRAWN BY: MK
CHECKED BY: JKL
APPROVED: D. MILLER
DATE: 02/05/25
P2P JOB #:241586FL

SHEET: 3 OF 7

E:\Point To Point Dropbox\P2P Current Jobs\2024\241586FL-HUNTERS RIDGE\241586FL.pro

SURVEY NOT VALID WITHOUT ALL SHEETS

LINE TABLE

LINE	BEARING	DISTANCE
L1	S88°47'06"W	10.00'
L2	N01°12'54"W	95.30'
L3	N27°58'28"E	59.22'
L4	N04°57'07"E	122.13'
L5	N01°12'52"W	106.87'
L6	N01°12'52"W	70.58'
L7	N42°36'16"W	3.53'
L8	N42°36'14"W	17.50'
L9	N01°12'52"W	28.29'
L10	N14°04'36"W	46.26'
L11	N18°39'51"W	85.93'
L12	N02°49'19"W	41.32'
L13	N13°37'17"E	111.15'
L14	N10°42'09"E	42.42'
L15	N01°12'51"W	247.15'
L16	N09°47'48"W	119.81'
L17	N09°09'01"W	113.95'
L18	N01°55'55"E	66.68'
L19	N10°47'41"E	68.80'
L20	N12°40'57"E	54.15'
L21	N03°10'24"E	34.44'
L22	N01°12'51"W	280.36'
L23	N07°53'25"W	37.81'
L24	N14°33'58"W	197.43'
L25	N25°43'49"W	38.34'
L26	S89°28'44"W	263.61'
L27	S89°28'44"W	77.57'
L28	S89°28'44"W	97.35'
L29	S80°16'31"W	102.70'
L30	N81°39'26"W	91.29'
L31	S79°35'15"W	56.11'
L32	S80°27'22"W	18.20'
L33	S85°19'09"W	83.76'
L34	N80°55'44"W	97.21'
L35	S79°25'33"W	59.98'
L36	N85°34'58"W	153.42'
L37	S89°28'44"W	144.72'
L38	S00°31'16"E	52.79'
L39	S87°45'53"W	51.81'
L40	N00°58'54"W	290.48'

CURVE TABLE

LINE	ARC	RADIUS	CHD. BRG.	CHD.
C1	72.24'	100.00'	N21°54'33"W	70.68'
C2	84.84'	100.00'	N23°05'27"E	82.32'
C3	96.04'	98.34'	N64°56'55"W	92.27'
C4	65.14'	250.00'	S82°00'51"W	64.96'
C5	130.28'	250.00'	S89°28'44"W	128.81'
C6	65.14'	250.00'	N83°03'22"W	64.96'
C7	80.32'	500.00'	S84°52'38"W	80.23'
C8	110.37'	350.00'	S89°18'32"W	109.91'
C9	196.41'	600.00'	S88°57'54"W	195.53'
C10	102.01'	600.00'	N85°47'59"W	101.89'
C11	120.01'	350.00'	S89°14'54"W	119.42'
C12	36.45'	249.97'	S83°36'11"W	36.42'
C13	28.96'	250.00'	N88°54'04"W	28.94'
C14	43.09'	500.00'	N88°03'07"W	43.08'
C15	157.08'	100.00'	S44°28'44"W	141.42'
C16	154.03'	100.00'	S43°36'27"W	139.25'

G. DARRELL TAYLOR License Number 6904 STATE OF FLORIDA Professional Surveyor and Mapper

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY DARRELL TAYLOR USING DIGITAL SIGNATURE AND DATE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

I HEREBY CERTIFY THAT THIS MAP IS CORRECT AND WAS DRAWN UNDER MY DIRECT SUPERVISION. ANY VISIBLE ENCROACHMENTS ARE SHOWN HEREON.

G. DARRELL TAYLOR, FLORIDA PROFESSIONAL SURVEYOR & MAPPER #LS6904

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS. THIS MAP IS ONLY INTENDED FOR THE PARTIES AND PURPOSES SHOWN. THIS MAP IS NOT FOR RECORDATION.

* SPECIFIC PURPOSE SURVEY PREPARED BY:

POINT TO POINT P2P LAND SURVEYORS

BUSINESS LICENSE NUMBER: LB8148
100 GOVERNORS TRACE, STE. 103
PEACHTREE CITY, GA 30269
(DIRECT) 678.565.4440 (FAX) 678.565.4497 (W) P2PLS.COM

SPECIFIC PURPOSE SURVEY PREPARED FOR:

Diamond Communications LLC

120 MOUNTAIN AVE,
SPRINGFIELD, NJ 07081

HUNTERS RIDGE
SITE NO. FL391
SECTION 6 TOWNSHIP 48 SOUTH RANGE 26 EAST
LEE COUNTY, FLORIDA

NO.	DATE	REVISION
1.	03/11/25	TITLE
2.	10/13/25	TEXT SIZE
3.	10/21/25	DIGITAL SIGN

DRAWN BY: MK
CHECKED BY: JKL
APPROVED: D. MILLER
DATE: 02/05/25
P2P JOB #:241586FL

SHEET: 4 OF 7

E:\Point To Point Dropbox\P2P Current Jobs\2024\241586FL-HUNTERS RIDGE\241586FL.pro

SURVEY NOT VALID WITHOUT ALL SHEETS

TITLE EXCEPTIONS

THIS SURVEY WAS COMPLETED WITH THE AID OF TITLE WORK PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURACE COMPANY, REPORT DATE OF 06/03/1985 THROUGH 02/18/2025, BEING REPORT NO. 01-25007574-01S, FOR THE PARENT PARCEL, TO DETERMINE THE IMPACTS OF EXISTING TITLE EXCEPTIONS.

(1) PLAT OF HUNTERS RIDGE, AS RECORDED ON 06/14/1986 IN PLAT BOOK 41, PAGE 1 OF LEE COUNTY RECORDS.

[THIS ITEM IS APPLICABLE TO THE PARENT PARCEL, LEASE AREA AND ACCESS EASEMENT AND THE APPLICABLE ITEMS ARE SHOWN HEREON.]

(2) MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE, RECORDED 07/10/1988 AS BOOK 2003, PAGE 4209 OF LEE COUNTY RECORDS.

NOTE: ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE, RECORDED 05/31/1991, AS BOOK 2224, PAGE 3605 OF LEE COUNTY RECORDS.

NOTE: CERTIFICATE OF TITLE, RECORDED 07/31/1991, AS BOOK 2237, PAGE 1589 OF LEE COUNTY RECORDS.

NOTE: FIRST AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE, RECORDED 12/05/1991, AS BOOK 2262, PAGE 2992 OF LEE COUNTY RECORDS.

NOTE: THIRD AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE, RECORDED 04/07/1998, AS BOOK 2943, PAGE 2284 OF LEE COUNTY RECORDS.

NOTE: SECOND AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE, RECORDED 12/14/2001, AS BOOK 3540, PAGE 2998 OF LEE COUNTY RECORDS.

NOTE: AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE, RECORDED 12/08/2006, AS INSTRUMENT NO. 2006000458313 OF LEE COUNTY RECORDS.

NOTE: CERTIFICATE OF AMENDMENT, RECORDED 05/07/2013, AS INSTRUMENT NO. 2013000105872 OF LEE COUNTY RECORDS.

NOTE: CERTIFICATE OF AMENDMENT, RECORDED 02/06/2014, AS INSTRUMENT NO. 2014000025814 OF LEE COUNTY RECORDS.

NOTE: NOTICE OF PRESERVATION OF USE RESTRICTIONS FOR HUNDERS RIDGE, RECORDED 04/26/2018, AS INSTRUMENT NO. 2018000100253 OF LEE COUNTY RECORDS.

[THIS ITEM IS APPLICABLE TO THE PARENT PARCEL BUT IS NOT PLOTTED HEREON BECAUSE IT IS BLANKET IN NATURE.]

(3) BY-LAWS OF HUNTERS RIDGE COMMUNITY ASSOCIATION, INC. A NOT FOR PROFIT CORPORATION, RECORDED 07/18/1988 AS BOOK 203, PAGE 4245 OF LEE COUNTY RECORDS.

NOTE: CERTIFICATE OF AMENDMENT TO BYLAWS OF HUNTERS RIDGE COMMUNITY ASSOCIATION, INC., RECORDED 02/21/2007, AS INSTRUMENT NO. 2007000058310 OF LEE COUNTY RECORDS.

[THIS ITEM IS NOT A SURVEY RELATED ITEM.]

(4) A NON-EXCLUSIVE ACCESS EASEMENT FOR INGRESS AND EGRESS IN FAVOR OF BEAU KASTLE DEVELOPERS, INC., A FLORIDA CORPORATION, RECORDED 08/10/1990, AS BOOK 2168, PAGE 297 OF LEE COUNTY RECORDS.

[APPLICABLE TO THE PARENT PARCEL, HOWEVER IT IS NOT APPLICABLE TO THE LEASE AREA AND ACCESS EASEMENT. THIS ITEM IS PLOTTED HEREON.]

(5) GRANT OF EASEMENT IN FAVOR OF COMCAST OF COLORADO/FLORIDA/MICHIGAN/NEW MEXICO/PENNSYLVANIA/WASHINGTON, LLC, RECORDED 02/22/2016, AS INSTRUMENT NO. 2016000036132 OF LEE COUNTY RECORDS.

[THIS ITEM IS APPLICABLE TO THE PARENT PARCEL BUT IS NOT PLOTTED HEREON BECAUSE IT IS BLANKET IN NATURE.]

* SURVEYOR'S NOTE: EXCEPTION 3 CONTAINS A SCRIVENER'S ERROR AND THE EXCEPTION DOCUMENT SHOULD BE LISTED AS "BOOK 2003, PAGE 4245"

G. DARRELL TAYLOR License Number 6904 STATE OF FLORIDA Professional Surveyor and Mapper

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY DARRELL TAYLOR USING DIGITAL SIGNATURE AND DATE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

I HEREBY CERTIFY THAT THIS MAP IS CORRECT AND WAS DRAWN UNDER MY DIRECT SUPERVISION. ANY VISIBLE ENCROACHMENTS ARE SHOWN HEREON.

_____

G. DARRELL TAYLOR, FLORIDA PROFESSIONAL SURVEYOR & MAPPER #LS6904

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS. THIS MAP IS ONLY INTENDED FOR THE PARTIES AND PURPOSES SHOWN. THIS MAP IS NOT FOR RECORDATION.

* SPECIFIC PURPOSE SURVEY PREPARED BY:

POINT TO POINT P2P LAND SURVEYORS

BUSINESS LICENSE NUMBER: LB8148
100 GOVERNORS TRACE, STE. 103
PEACHTREE CITY, GA 30269
(DIRECT) 678.565.4440 (FAX) 678.565.4497 (W) P2PLS.COM

SPECIFIC PURPOSE SURVEY PREPARED FOR:

Diamond Communications LLC

120 MOUNTAIN AVE,
SPRINGFIELD, NJ 07081

HUNTERS RIDGE
SITE NO. FL391
SECTION 6 TOWNSHIP 48 SOUTH RANGE 26 EAST
LEE COUNTY, FLORIDA

NO.	DATE	REVISION
1.	03/11/25	TITLE
2.	10/13/25	TEXT SIZE
3.	10/21/25	DIGITAL SIGN

DRAWN BY: MK
CHECKED BY: JKL
APPROVED: D. MILLER
DATE: 02/05/25
P2P JOB #:241586FL

SHEET: 5 OF 7

E:\Point To Point Dropbox\P2P Current Jobs\2024\241586FL-HUNTERS RIDGE\241586FL.pro

SURVEY NOT VALID WITHOUT ALL SHEETS

LESSEE'S NON-EXCLUSIVE ACCESS, FIBER AND UTILITY EASEMENT

TOGETHER WITH A NON-EXCLUSIVE ACCESS, FIBER AND UTILITY EASEMENT, MEASURING 10 FEET EACH SIDE OF CENTERLINE, LYING AND BEING IN SECTION 6, TOWNSHIP 48 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY THE FOLLOWING CENTERLINE DATA:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A CONCRETE MONUMENT, SAID CONCRETE MONUMENT BEING THE NORTHEAST CORNER OF TRACT G OF PLAT BOOK 41 PAGE 1, SAID MONUMENT HAVING A FLORIDA GRID NORTH, NAD 83, WEST ZONE VALUE N: 722952.9573 E: 741887.1261; THENCE RUNNING ALONG THE EAST LINE OF THE TRACT, SOUTH 01°12'55" EAST, 238.00 FEET TO A POINT; THENCE LEAVING SAID PROPERTY LINE AND RUNNING ALONG A TIE LINE, SOUTH 88°47'06" WEST, 2.00 FEET TO A POINT ON THE LESSEE PREMISES; THENCE RUNNING ALONG SAID LESSEE PREMISES, SOUTH 01°12'54" EAST, 40.00 FEET TO A POINT; THENCE, SOUTH 88°47'06" WEST, 60.00 FEET TO A POINT; THENCE, NORTH 01°12'54" WEST, 10.00 FEET TO A POINT AND THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID LESSEE PREMISES, SOUTH 88°47'06" WEST, 10.00 FEET TO A POINT; THENCE, NORTH 01°12'54" WEST, 95.30 FEET TO A POINT ON THE PROPERTY LINE SHARED BY HUNTERS RIDGE COMMUNITY ASSOCIATION, INC, AS RECORDED IN INSTRUMENT 2012000172078, AND HUNTERS RIDGE REMAINDER OF TRACT G, AS RECORDED IN PLAT BOO 41 PAGE 1; THENCE, NORTH 27°58'28" EAST, 59.22 FEET TO A POINT; THENCE, NORTH 04°57'07" EAST, 122.13 FEET TO A POINT ON THE PROPERTY LINE SHARED BY SAID HUNTERS RIDGE REMAINDER OF TRACT G AND HUNTERS RIDGE NORTH UNIT TWO, AS RECORDED IN PLAT BOOK 61 PAGE 44; THENCE, NORTH 01°12'52" WEST, 106.87 FEET TO A POINT; THENCE, NORTH 01°12'52" WEST, 70.58 FEET TO A POINT; THENCE, 72.24 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 100.00 FEET AND BEING SCRIBED BY A CHORD BEARING, NORTH 21°54'33" WEST, 70.68 FEET TO A POINT; THENCE, NORTH 42°36'16" WEST, 3.53 FEET TO A POINT ON THE EASTERLY LINE OF THE FOX RIDGE DRIVE ROADWAY, UTILITY EASEMENT AND DRAINAGE EASEMENT; THENCE, NORTH 42°36'14" WEST, 17.50 FEET TO A POINT ON THE CENTERLINE OF FOX RIDGE DRIVE;

THENCE RUNNING ALONG SAID CENTERLINE OF FOX RIDGE DRIVE, 84.84 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 100.00 FEET AND BEING SCRIBED BY A CHORD BEARING, NORTH 23°05'27" EAST, 82.32 FEET TO A POINT; THENCE, NORTH 01°12'52" WEST, 28.29 FEET TO A POINT; THENCE, NORTH 14°04'36" WEST, 46.26 FEET TO A POINT; THENCE, NORTH 18°39'51" WEST, 85.93 FEET TO A POINT; THENCE, NORTH 02°49'19" WEST, 41.32 FEET TO A POINT; THENCE, NORTH 13°37'17" EAST, 111.15 FEET TO A POINT; THENCE, NORTH 10°42'09" EAST, 42.42 FEET TO A POINT; THENCE, NORTH 01°12'51" WEST, 247.15 FEET TO A POINT; THENCE, NORTH 09°47'48" WEST, 119.81 FEET TO A POINT; THENCE, NORTH 09°09'01" WEST, 113.95 FEET TO A POINT; THENCE, NORTH 01°55'55" EAST, 66.68 FEET TO A POINT; THENCE, NORTH 10°47'41" EAST, 68.80 FEET TO A POINT; THENCE, NORTH 12°40'57" EAST, 54.15 FEET TO A POINT; THENCE, NORTH 03°10'24" EAST, 34.44 FEET TO A POINT; THENCE, NORTH 01°12'51" WEST, 280.36 FEET TO A POINT; THENCE, NORTH 07°53'25" WEST, 37.81 FEET TO A POINT; THENCE, NORTH 14°33'58" WEST, 197.43 FEET TO A POINT; THENCE, NORTH 25°43'49" WEST, 38.34 FEET TO A POINT; THENCE, 96.04 FEET ALONG THE

ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 98.34 FEET AND BEING SCRIBED BY A CHORD BEARING, NORTH 64°56'55" WEST, 92.27 FEET TO A POINT; THENCE, SOUTH 89°28'44" WEST, 263.61 FEET TO A POINT; THENCE, 65.14 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 250.00 FEET AND BEING SCRIBED BY A CHORD BEARING, SOUTH 82°00'51" WEST, 64.96 FEET TO A POINT; THENCE, 130.28 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 250.00 FEET AND BEING SCRIBED BY A CHORD BEARING, SOUTH 89°28'44" WEST, 128.81 FEET TO A POINT; THENCE, 65.14 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 250.00 FEET AND BEING SCRIBED BY A CHORD BEARING, NORTH 83°03'22" WEST, 64.96 FEET TO A POINT; THENCE, SOUTH 89°28'44" WEST, 77.57 FEET TO A POINT; THENCE, SOUTH 89°28'44" WEST, 97.35 FEET TO A POINT; THENCE, 80.32 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 500.00 FEET AND BEING SCRIBED BY A CHORD BEARING, SOUTH 84°52'38" WEST, 80.23 FEET TO A POINT; THENCE, SOUTH 80°16'31" WEST, 102.70 FEET TO A POINT; THENCE, 110.37 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 350.00 FEET AND BEING SCRIBED BY A CHORD BEARING, SOUTH 89°18'32" WEST, 109.91 FEET TO A POINT; THENCE, NORTH 81°39'26" WEST,

91.29 FEET TO A POINT; THENCE, 196.41 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 600.00 FEET AND BEING SCRIBED BY A CHORD BEARING, SOUTH 88°57'54" WEST, 195.53 FEET TO A POINT; THENCE, SOUTH 79°35'15" WEST, 56.11 FEET TO A POINT; THENCE, SOUTH 80°27'22" WEST, 18.20 FEET TO A POINT; THENCE, SOUTH 85°19'09" WEST, 83.76 FEET TO A POINT; THENCE, 102.01 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 600.00 FEET AND BEING SCRIBED BY A CHORD BEARING, NORTH 85°47'59" WEST, 101.89 FEET TO A POINT; THENCE, NORTH 80°55'44" WEST, 97.21 FEET TO A POINT; THENCE, 120.01 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 750.00 FEET AND BEING SCRIBED BY A CHORD BEARING, SOUTH 89°14'54" WEST, 119.42 FEET TO A POINT; THENCE, SOUTH 79°25'33" WEST, 59.98 FEET TO A POINT; THENCE, 36.45 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 249.97 FEET AND BEING SCRIBED BY A CHORD BEARING, SOUTH 83°36'11" WEST, 36.42 FEET TO A POINT; THENCE, 28.96 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 250.00 FEET AND BEING SCRIBED BY A CHORD BEARING, NORTH 88°54'04" WEST, 28.94 FEET TO A POINT; THENCE, NORTH 85°34'58" WEST, 153.42 FEET TO A POINT; THENCE, 43.09 FEET ALONG THE ARC OF A CURVE TO THE

LEFT, HAVING A RADIUS OF 500.00 FEET AND BEING SCRIBED BY A CHORD BEARING, NORTH 88°03'07" WEST, 43.08 FEET TO A POINT; THENCE, SOUTH 89°28'44" WEST, 144.72 FEET TO A POINT; THENCE, 157.08 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 100.00 FEET AND BEING SCRIBED BY A CHORD BEARING, SOUTH 44°28'44" WEST, 141.42 FEET TO A POINT; THENCE, SOUTH 00°31'16" EAST, 52.79 FEET TO A POINT; THENCE, 154.03 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 100.00 FEET AND BEING SCRIBED BY A CHORD BEARING, SOUTH 43°36'27" WEST, 139.25 FEET TO A POINT ON THE EASTERLY PRIVATE RIGHT-OF-WAY OF HUNTERS RIDGE BOULEVARD; THENCE, SOUTH 87°45'53" WEST, 51.81 FEET TO A POINT; THENCE, NORTH 00°58'54" WEST, 290.48 FEET TO THE ENDING AT A POINT ON THE NORTHERN LINE OF SAID PRIVATE RIGHT-OF-WAY AND THE SOUTH LINE OF THE PUBLIC RIGHT-OF-WAY OF HUNTERS RIDGE BOULEVARD.

BEARINGS BASED ON FLORIDA GRID NORTH, NAD 83, WEST ZONE.

G. DARRELL TAYLOR License Number 6904 STATE OF FLORIDA Professional Surveyor and Mapper

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY DARRELL TAYLOR USING DIGITAL SIGNATURE AND DATE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

I HEREBY CERTIFY THAT THIS MAP IS CORRECT AND WAS DRAWN UNDER MY DIRECT SUPERVISION. ANY VISIBLE ENCROACHMENTS ARE SHOWN HEREON.

_____

G. DARRELL TAYLOR, FLORIDA PROFESSIONAL SURVEYOR & MAPPER #LS6904

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS. THIS MAP IS ONLY INTENDED FOR THE PARTIES AND PURPOSES SHOWN. THIS MAP IS NOT FOR RECORDATION.

* SPECIFIC PURPOSE SURVEY PREPARED BY:

POINT TO POINT P2P LAND SURVEYORS

BUSINESS LICENSE NUMBER: LB8148
100 GOVERNORS TRACE, STE. 103
PEACHTREE CITY, GA 30269
(DIRECT) 678.565.4440 (FAX) 678.565.4497 (W) P2PLS.COM

SPECIFIC PURPOSE SURVEY PREPARED FOR:

Diamond Communications LLC

120 MOUNTAIN AVE,
SPRINGFIELD, NJ 07081

HUNTERS RIDGE
SITE NO. FL391
SECTION 6 TOWNSHIP 48 SOUTH RANGE 26 EAST
LEE COUNTY, FLORIDA

NO.	DATE	REVISION
1.	03/11/25	TITLE
2.	10/13/25	TEXT SIZE
3.	10/21/25	DIGITAL SIGN

DRAWN BY: MK
CHECKED BY: JKL
APPROVED: D. MILLER
DATE: 02/05/25
P2P JOB #:241586FL

SHEET: 6 OF 7

E:\Point To Point Dropbox\P2P Current Jobs\2024\241586FL-HUNTERS RIDGE\241586FL.pro

SURVEY NOT VALID WITHOUT ALL SHEETS

PARENT PARCEL

PER REPORT NO. 01-25007574-01S

SITUATED IN THE COUNTY OF LEE AND THE STATE OF FLORIDA AND DESCRIBED AS FOLLOWS:

A PORTION OF TRACT "G' OF HUNTERS RIDGE, A SUBDIVISION LOCATED IN A PORTION OF THE SOUTH 1/2 OF SECTION 6, TOWNSHIP 48 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA AS RECORDED IN PLAT BOOK 41 AT PAGES 1 THROUGH 13 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 48 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID HUNTERS RIDGE SUBDIVISION; THENCE RUN S. 00°39'06" E. ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 6 FOR A DISTANCE OF 173.73 FEET TO THE POINT OF BEGINNING, OF THE PARCEL OF LAND HEREIN DESCRIBED: THENCE CONTINUE S. 00°39'06" E. FOR A DISTANCE OF 106.27 FEET TO THE NORTHEAST CORNER OF TRACT "F" IN SAID HUNTERS RIDGE SUBDIVISION: THENCE RUN S. 89°20'54" W. ALONG THE NORTH LINE OF SAID TRACT "F" FOR A DISTANCE OF 170.83 FEET; THENCE RUN S. 61°01'48" W. FOR A DISTANCE OF 212.01 FEET: THENCE RUN N. 89°49'42" W. FOR A DISTANCE OF 148.28 FEET; THENCE RUN N. 00°39'06" W. FOR A DISTANCE OF 271.91 FEET; THENCE RUN N. 41°24'24" E. FOR A DISTANCE OF 84.81 FEET; THENCE RUN S. 89°49'42" E. FOR A DISTANCE OF 212.68 FEET; THENCE RUN S. 00°39'06" E. FOR A DISTANCE OF 123.72 FEET; THENCE RUN S. 89°49'42" E. FOR A DISTANCE OF 236.29 FEET TO THE POINT OF BEGINNING.

TAX ID NO: 06-48-26-B3-0010G.10CE

DERIVATION CLAUSE

BEING PORTION OF THE SAME PROPERTY CONVEYED TO HUNTERS RIDGE COMMUNITY ASSOCIATION, INC., A FLORIDA CORPORATION, GRANTEE, FROM HUNTERS RIDGE UTILITY CO. OF LEE COUNTY, INC., A FLORIDA CORPORATION, GRANTOR RECORDED 08/06/2012, AS INSTRUMENT NO: 2012000172078 OF LEE COUNTY RECORDS.

LESSEE PREMISES

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN SECTION 6, TOWNSHIP 48 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AND BEING A PORTION OF THE LANDS OF HUNTERS RIDGE COMMUNITY ASSOCIATION, INC, AS RECORDED IN INSTRUMENT 2012000172078, LEE COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A CONCRETE MONUMENT, SAID CONCRETE MONUMENT BEING THE NORTHEAST CORNER OF TRACT G OF PLAT BOOK 41 PAGE 1, SAID MONUMENT HAVING A FLORIDA GRID NORTH, NAD 83, WEST ZONE VALUE N: 722952.9573 E: 741887.1261; THENCE RUNNING ALONG THE EAST LINE OF THE TRACT, SOUTH 01°12'55" EAST, 238.00 FEET TO A POINT; THENCE LEAVING SAID PROPERTY LINE AND RUNNING ALONG A TIE LINE, SOUTH 88°47'06" WEST, 2.00 FEET TO A POINT ON THE LESSEE PREMISES AND THE TRUE POINT OF BEGINNING; THENCE RUNNING ALONG SAID LESSEE PREMISES, SOUTH 01°12'54" EAST, 40.00 FEET TO A POINT; THENCE, SOUTH 88°47'06" WEST, 60.00 FEET TO A POINT; THENCE, NORTH 01°12'54" WEST, 40.00 FEET TO A POINT; THENCE, NORTH 88°47'06" EAST, 60.00 FEET TO A POINT AND THE POINT OF BEGINNING.

BEARINGS BASED ON FLORIDA GRID NORTH, NAD 83, WEST ZONE.

SAID TRACT CONTAINS 0.0551 ACRES (2,400 SQUARE FEET), MORE OR LESS,

G. DARRELL TAYLOR License Number 6904 STATE OF FLORIDA Professional Surveyor and Mapper

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY DARRELL TAYLOR USING DIGITAL SIGNATURE AND DATE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

I HEREBY CERTIFY THAT THIS MAP IS CORRECT AND WAS DRAWN UNDER MY DIRECT SUPERVISION. ANY VISIBLE ENCROACHMENTS ARE SHOWN HEREON.

G. DARRELL TAYLOR, FLORIDA PROFESSIONAL SURVEYOR & MAPPER #LS6904

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS. THIS MAP IS ONLY INTENDED FOR THE PARTIES AND PURPOSES SHOWN. THIS MAP IS NOT FOR RECORDATION.

* SPECIFIC PURPOSE SURVEY PREPARED BY:

POINT TO POINT P2P LAND SURVEYORS

BUSINESS LICENSE NUMBER: LB8148
100 GOVERNORS TRACE, STE. 103
PEACHTREE CITY, GA 30269
(DIRECT) 678.565.4440 (FAX) 678.565.4497 (W) P2PLS.COM

SPECIFIC PURPOSE SURVEY PREPARED FOR:

Diamond Communications LLC

120 MOUNTAIN AVE,
SPRINGFIELD, NJ 07081

HUNTERS RIDGE
SITE NO. FL391
SECTION 6 TOWNSHIP 48 SOUTH RANGE 26 EAST
LEE COUNTY, FLORIDA

NO.	DATE	REVISION
1.	03/11/25	TITLE
2.	10/13/25	TEXT SIZE
3.	10/21/25	DIGITAL SIGN

DRAWN BY: MK
CHECKED BY: JKL
APPROVED: D. MILLER
DATE: 02/05/25
P2P JOB #:241586FL

SHEET: 7 OF 7

E:\Point To Point Dropbox\P2P Current Jobs\2024\241586FL-HUNTERS RIDGE\241586fl_pro

SURVEY NOT VALID WITHOUT ALL SHEETS

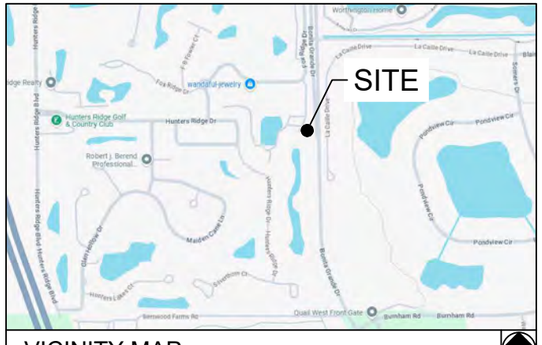
FLORIDA BUILDING CODE: FBC 2023, 8TH EDITION
ELECTRIC CODE: 2020 FEC
STRUCTURE CODE: TIA/EIA-222-H
2010 ADA GUIDELINES: FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION, THEREFORE, HANDICAPPED ACCESS REQUIREMENTS ARE NOT REQUIRED.
TRAFFIC: THE PROPOSED COMMUNICATION TOWER WILL BE UNSTAFFED AND WILL TYPICALLY GENERATE NO MORE THAN ONE TRIP PER CARRIER PER MONTH
RISK CATEGORY I: 150 MPH
RISK CATEGORY II: 160 MPH
RISK CATEGORY III: 175 MPH
RISK CATEGORY IV: 180 MPH
MRI 10 YEAR: 82 MPH
MRI 25 YEAR: 100 MPH
MRI 50 YEAR: 112 MPH
MRI 100 YEAR: 124 MPH

RISK CATEGORY DESIGN WIND SPEEDS ARE BASED ON ASCE 7-16 CRITERIA FOR A 3-SECOND GUST. REFER TO STRUCTURAL ANALYSIS IN THE EVENT A CONFLICT ARISES BETWEEN STANDARD REQUIREMENTS AND LISTED CODES, THE MORE RESTRICTIVE REQUIREMENT WILL TAKE PRECEDENCE.

BUILDING CODES AND STANDARDS

SOUTH DISTRICT POLICE DEPARTMENT
8350 HOSPITAL DR
BONITA SPRINGS, FL 34135
PHONE: (239) 477-1840
ATTN.: CUSTOMER SERVICE

BONITA SPRINGS FIRE DEPARTMENT STATION 23
25001 S TAMIAMI TRL
BONITA SPRINGS, FL 34135
PHONE: (239) 949-6200
ATTN.: CUSTOMER SERVICE



VICINITY MAP

DRIVING DIRECTIONS

Diamond Communications LLC

T-Mobile

HUNTERS RIDGE-FL391

SITE ADDRESS (E-911 TBD)

12760 FOX RIDGE DRIVE
BONITA SPRINGS, FL 34135
LEE COUNTY
LATITUDE: 26° 19' 18.03" N
LONGITUDE: 81° 44' 18.17" W
TAX/PIN #: 06-48-26-B3-0010G.10CE
ZONING: N/A
DIAMOND SITE #: FL391

JURISDICTION:
LEE COUNTY

STATE:
FLORIDA

TOWER TYPE:
MONOPINE

TOWER HEIGHT:
145' (149' TO HIGHEST APPURTENANCE)

NUMBER OF CARRIERS:
1 PROPOSED, 3 FUTURE

USE:
PROPOSED TELECOMMUNICATIONS TOWER AND UNMANNED EQUIPMENT

FLOOD INFO
SITE IS LOCATED WITHIN FEMA FLOOD MAP AREA 12071C0678F DATED 08/28/2008 WITHIN FLOOD ZONE X.

PROJECT SUMMARY

DEVELOPER
DIAMOND COMMUNICATIONS
120 MOUNTAIN AVENUE
SPRINGFIELD, NJ 07081
PHONE: (973) 544-6834
ATTN: RICHARD HUBER

POWER COMPANY
LEE COUNTY ELECTRIC COOP
PHONE: 800-599-2356
ATTN.: CUSTOMER SERVICE

PROPERTY OWNER
HUNTERS RIDGE COMMUNITY ASSOCIATION, INC
12760 FOX RIDGE DRIVE
BONITA SPRINGS, FL 34135
PHONE: N/A
ATTN.: N/A

CONSULTANT
KIMLEY-HORN AND ASSOCIATES, INC.
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GEORGIA 30009
PHONE: (770) 545-6105
ATTN.: CHRISTOPHER STRANGE

CONTACTS

EXHIBIT B

SHEET NO.	SHEET TITLE
T1	COVER SHEET
--	SITE SURVEY (SHEET 1 OF 3)
--	SITE SURVEY (SHEET 2 OF 3)
--	SITE SURVEY (SHEET 3 OF 3)
N1	GENERAL NOTES
--	PUD CONDITIONS
P1	PUD PLAN (MASTER CONCEPT PLAN)
P2	PUD PLAN (INDIGENOUS NATIVE VEGETATION)
C0	ZONING MAP
C0.1	ZONING MAP
C1	OVERALL PARCEL PLAN
C1.1	OVERALL SITE PLAN
C2	SITE PLAN
C2.0	EQUIPMENT PLAN
C2.1	CONCRETE FOUNDATION DETAILS
C3	FENCE, GATE, AND COMPOUND DETAILS
C3.1	ICE BRIDGE DETAILS
C4	GRADING AND EROSION CONTROL PLAN
C5	GRADING AND EROSION CONTROL DETAILS
C6	ACCESS ROAD DETAILS
C7	SITE SIGNAGE DETAILS
C8	ANTENNA AND TOWER ELEVATION DETAILS
L1	LANDSCAPING & BUFFER PLAN
L2	LANDSCAPING & BUFFER PLAN
E1	ELECTRICAL NOTES
E2	OVERALL UTILITY SERVICE ROUTING PLAN
E2.1	UTILITY SERVICE ROUTING PLAN
E3	METER RACK DETAILS - FRONT
E3.1	METER RACK DETAILS - REAR
E4	ELECTRICAL SINGLE LINE DIAGRAM
E4.1	PANEL SCHEDULE
E5	ELECTRICAL DETAILS
E6	GROUNDING NOTES
E7	GROUNDING PLAN
E8	GROUNDING SINGLE LINE DIAGRAM
E9	GROUNDING DETAILS
E10	GROUNDING DETAILS

SHEET INDEX

LEE COUNTY ZONING DEPARTMENT
1500 MONROE ST
FORT MYERS, FL 33901
PHONE: (239) 533-8329
ATTN.: CUSTOMER SERVICE

PERMIT INFORMATION

Diamond Communications LLC

PROJECT INFORMATION:

SITE NAME:
HUNTERS RIDGE-FL391
SITE #: FL391
12760 FOX RIDGE DRIVE
BONITA SPRINGS, FL 34135
LEE COUNTY

PLANS PREPARED BY:

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY DREW PITTS, P.E. ON THE DATE ADJACENT TO THIS SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

REV:	DATE:	ISSUED FOR:	BY:
8			
7			
6			
5			
4			
3			
2			
1	02/25/24	CONSTRUCTION	ALP
0	02/14/25	CONSTRUCTION	ALP

LICENSER:

ANDREW LAMAR PITTS
LICENSE
No. 98601
STATE OF
FLORIDA
PROFESSIONAL ENGINEER
3/5/25

KHA PROJECT NUMBER:
013541047

DRAWN BY:	CHECKED BY:
WTB	DMF

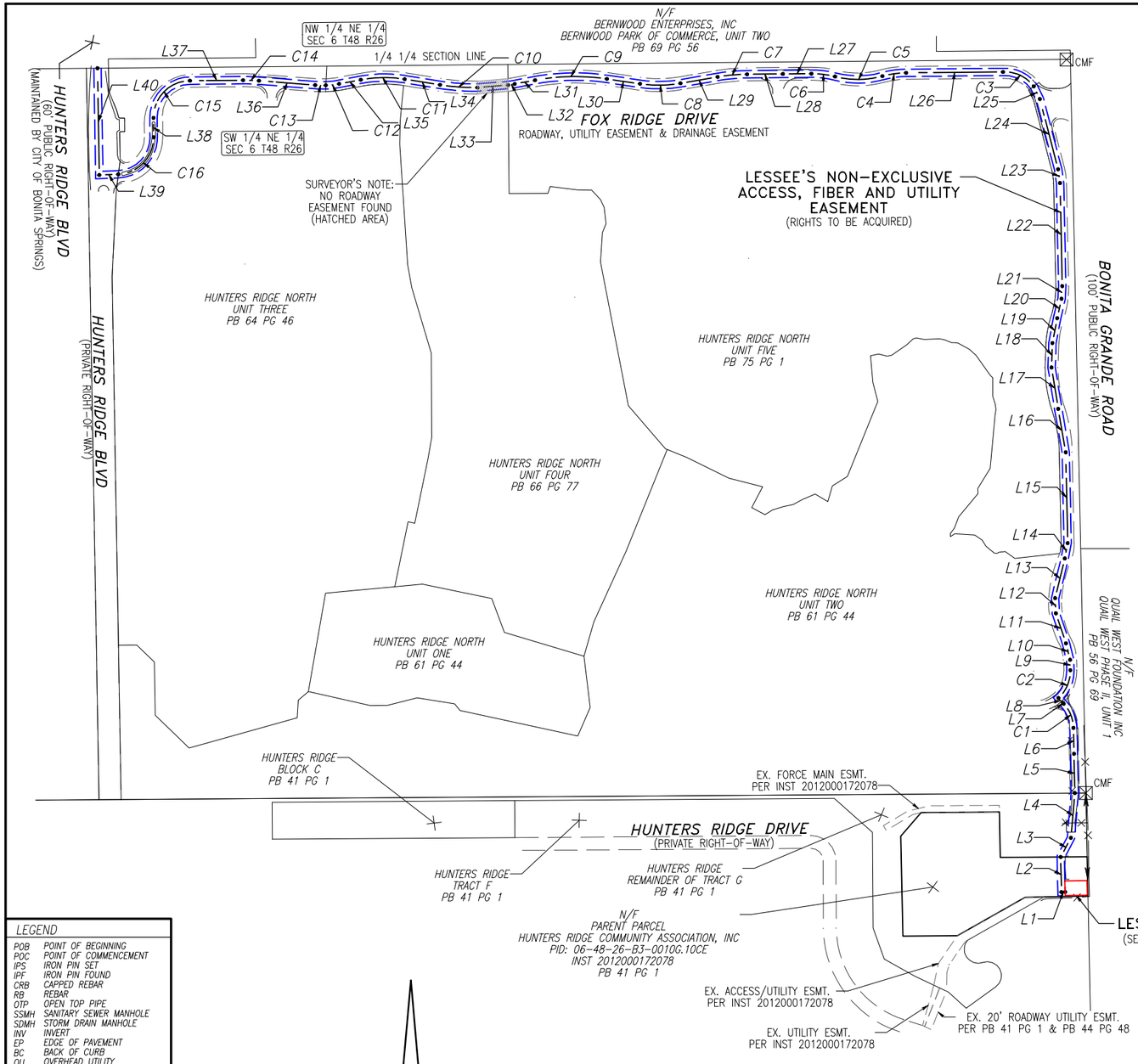
SHEET TITLE:
COVER SHEET

SHEET NUMBER:
T1

K:\ATL_Wireless\Diamond Communications\Hunters Ridge - FL391\CAD\CD\DiamondComm-GB.dwg ----- 03/05/25 2:32 PM by: brian.otha

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Copyright Kimley-Horn and Associates, Inc., 2018



LEGEND

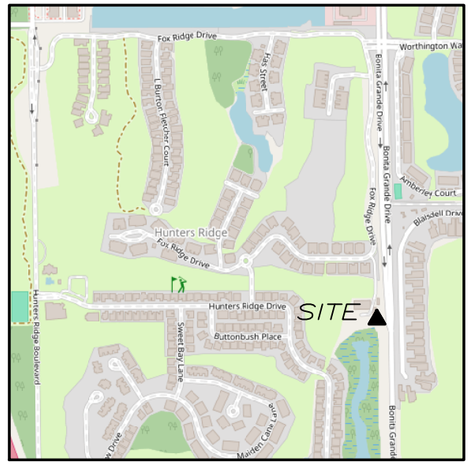
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
IPS	IRON PIN SET
IPF	IRON PIN FOUND
CRB	CAPPED REBAR
RB	REBAR
OTP	OPEN TOP PIPE
SSMH	SANITARY SEWER MANHOLE
SDMH	STORM DRAIN MANHOLE
INV	INVERT
EP	EDGE OF PAVEMENT
BC	BACK OF CURB
OU	OVERHEAD UTILITY
CMP	CORRUGATED METAL PIPE
RCP	REINFORCED CONCRETE PIPE
PVC	POLYVINYL CHLORIDE PIPE
TR	TRANSFORMER
CLF	CHAIN LINK FENCE
BWF	BARBED WIRE FENCE
WV	WATER VALVE
WM	WATER METER
CO	SEWER CLEAN-OUT
GV	GAS VALVE
HH	HANDHOLE
CP	CONCRETE PAD
BFO	BURIED FIBER OPTIC
N/F	NOW OR FORMERLY
R/W	RIGHT-OF-WAY
	FIRE HYDRANT
	CONCRETE MONUMENT FOUND
T	TELCO PEDESTAL
	UTILITY POLE
	GUY WIRE ANCHOR
	LIGHT POLE
	BENCHMARK

811 CALL BEFORE YOU DIG

GNSS NOTES

THE FOLLOWING GNSS STATISTICS UPON WHICH THIS SURVEY IS BASED HAVE BEEN PRODUCED AT THE 95% CONFIDENCE LEVEL:

POSITIONAL ACCURACY: 0.03 FEET (HORZ) 0.20 FEET (VERT)
TYPE OF EQUIPMENT: CARLSON BRx7 BASE AND ROVER, MULTI-FREQUENCY
TYPE OF GNSS FIELD PROCEDURE: ONLINE POSITION USER SERVICE
DATE OF SURVEY: 01/14/2025
DATUM / EPOCH: NAD_83(2011)(EPOCH:2010.0000)
PUBLISHED / FIXED CONTROL USE: N/A
GEOID MODEL: 18
COMBINED GRID FACTOR(S): 0.99995268
CENTERED ON THE BASE POINT AS SHOWN HEREON.
CONVERGENCE ANGLE: 0.11593056°
BENCHMARKS USED: DF7050, DP6861, DF9225



VICINITY MAP

NOT TO SCALE

GENERAL NOTES

* THIS SPECIFIC PURPOSE SURVEY IS FOR THE LEASED PREMISES AND EASEMENTS ONLY. THIS SPECIFIC PURPOSE SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF DIAMOND COMMUNICATIONS LLC AND EXCLUSIVELY FOR THE TRANSFERRAL OF THE LEASED PREMISES AND THE RIGHTS OF EASEMENT SHOWN HEREON AND SHALL NOT BE USED AS AN EXHIBIT OR EVIDENCE IN THE FEE SIMPLE TRANSFERRAL OF THE PARENT PARCEL NOR ANY PORTION OR PORTIONS THEREOF. BOUNDARY INFORMATION SHOWN HEREON HAS BEEN COMPILED FROM TAX MAPS AND DEED DESCRIPTIONS ONLY. NO BOUNDARY SURVEY OF THE PARENT PARCEL WAS PERFORMED.

THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY.

THIS SPECIFIC PURPOSE SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE REPORT WHICH MAY REVEAL ADDITIONAL CONVEYANCES, EASEMENTS, OR RIGHTS-OF-WAY NOT SHOWN HEREON.

EQUIPMENT USED FOR ANGULAR & LINEAR MEASUREMENTS: GEOMAX ZOOM ROBOTIC AND CARLSON BRx7 BASE AND ROVER [DATE OF LAST FIELD VISIT: 01/14/2025]. SEE GNSS NOTES FOR GNSS EQUIPMENT.

THE 1' CONTOURS AND SPOT ELEVATIONS SHOWN ON THIS SPECIFIC PURPOSE SURVEY ARE ADJUSTED TO NAVD 88 DATUM (COMPUTED USING GEOID18) AND HAVE A VERTICAL ACCURACY OF ± 0.5'. CONTOURS OUTSIDE THE IMMEDIATE SITE AREA ARE APPROXIMATE.

BEARINGS SHOWN ON THIS SPECIFIC PURPOSE SURVEY ARE BASED ON GRID NORTH (NAD 83) FLORIDA WEST ZONE.

PER THE FEMA FLOODPLAIN MAPS, THE SITE IS LOCATED IN AN AREA DESIGNATED AS ZONE X (AREA OF MINIMAL FLOOD HAZARD). COMMUNITY PANEL NO. : 12071C0678F DATED: 08/28/2008

NO WETLAND AREAS HAVE BEEN INVESTIGATED BY THIS SPECIFIC PURPOSE SURVEY.

ALL ZONING INFORMATION SHOULD BE VERIFIED WITH THE PROPER ZONING OFFICIALS.

ANY UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM ABOVE GROUND FIELD SURVEY INFORMATION. THE SURVEYOR MAKES NO GUARANTEES THAT ANY UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT ANY UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED ANY UNDERGROUND UTILITIES.

ADDITIONS OR DELETIONS TO THIS SURVEY MAP BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY.

ORIGINAL SURVEY IS KEPT ON FILE IN THE SURVEYOR'S OFFICE.

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS. THIS MAP IS NOT INTENDED FOR THE PARTIES AND PURPOSES SHOWN. THIS MAP IS NOT FOR RECORDATION.

ROADWAY NOTE

FOX RIDGE DRIVE IS A PRIVATE ROADWAY, UTILITY EASEMENT AND DRAINAGE EASEMENT, AS PLATTED ON PLAT BOOK 75 PG 1, PLAT BOOK 66 PG 77, PLAT BOOK 61 PG 47, PLAT BOOK 64 PG 49 AND PLAT BOOK 41 PG 1.

G. DARRELL TAYLOR License Number 6904 STATE OF FLORIDA Professional Surveyor and Mapper

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY DARRELL TAYLOR USING DIGITAL SIGNATURE AND DATE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

I HEREBY CERTIFY THAT THIS MAP IS CORRECT AND WAS DRAWN UNDER MY DIRECT SUPERVISION. ANY VISIBLE ENCROACHMENTS ARE SHOWN HEREON.

G. DARRELL TAYLOR, FLORIDA PROFESSIONAL SURVEYOR & MAPPER #LS6904

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS. THIS MAP IS ONLY INTENDED FOR THE PARTIES AND PURPOSES SHOWN. THIS MAP IS NOT FOR RECORDATION.

* SPECIFIC PURPOSE SURVEY PREPARED BY:

POINT TO POINT P2P LAND SURVEYORS

Business License Number: LB8148
100 Governors Trace, Ste. 103
Peachtree City, GA 30269
(direct) 678.565.4440 (fax) 678.565.4497 (w) p2pls.com

SPECIFIC PURPOSE SURVEY PREPARED FOR:

Diamond Communications LLC

120 MOUNTAIN AVE,
SPRINGFIELD, NJ 07081

HUNTERS RIDGE
SITE NO. FL391

SECTION 6 TOWNSHIP 48 SOUTH RANGE 26 EAST
LEE COUNTY, FLORIDA

PARENT PARCEL

OWNER: HUNTERS RIDGE COMMUNITY ASSOCIATION, INC

SITE ADDRESS: 12760 FOX RIDGE DRIVE, BONITA SPRINGS, FL 34135

PARCEL ID: 06-48-26-B3-0010G.10CE

AREA: 2.5538 ACRES±

REFERENCE: INSTRUMENT 2012000172078

175 0 350 700
GRAPHIC SCALE IN FEET
SCALE: 1" = 350' (11x17)

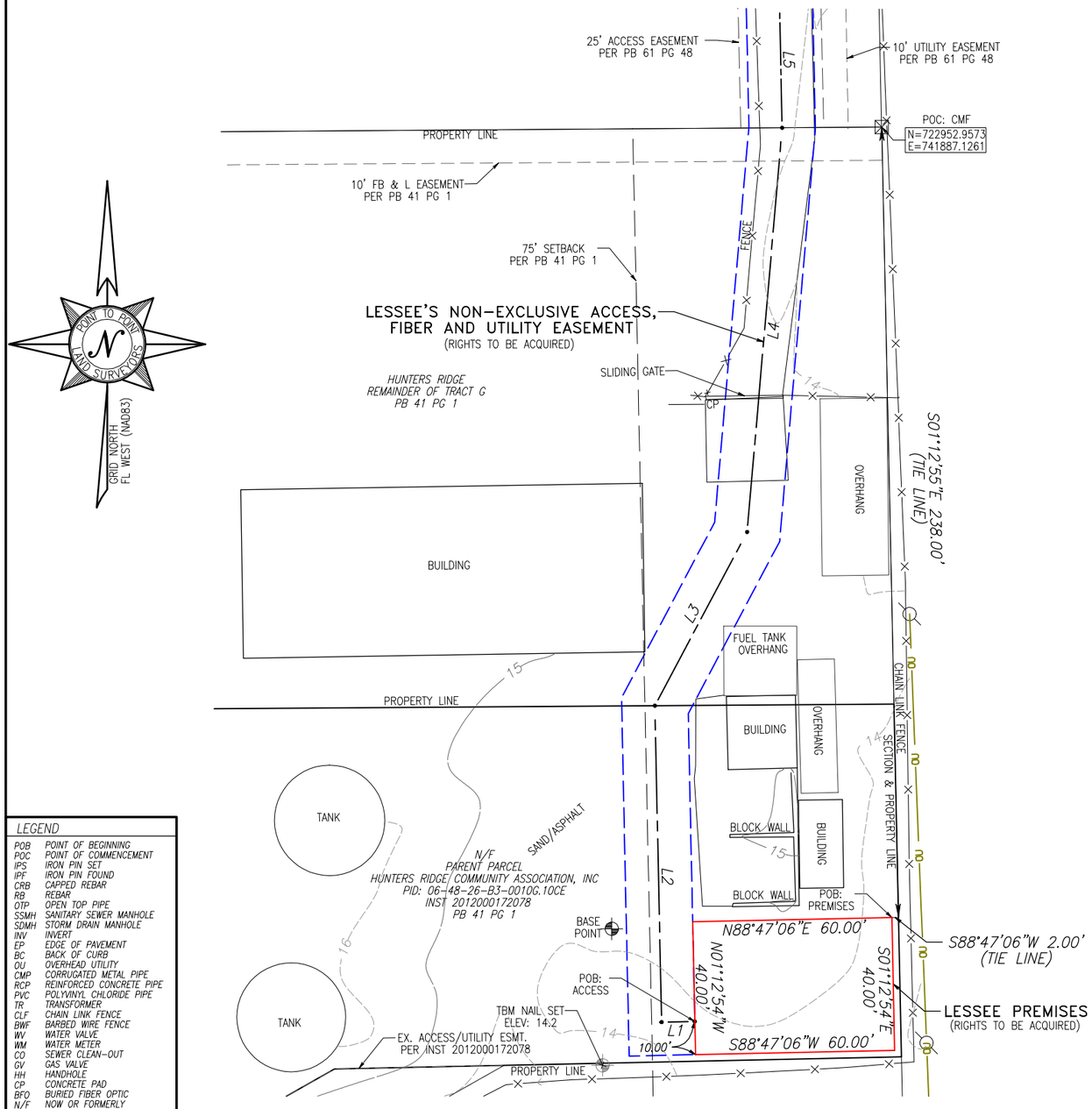
NO.	DATE	REVISION

DRAWN BY: MK
CHECKED BY: JKL
APPROVED: D. MILLER
DATE: 02/05/25
P2P JOB #: 241586FL

SHEET: 1 OF 3

E:\Point To Point Dropbox\P2P Current Jobs\2024\241586FL-HUNTERS RIDGE\241586FL.pro

SURVEY NOT VALID WITHOUT ALL SHEETS



CURVE TABLE

LINE	ARC	RADIUS	CHD. BRG.	CHD.
C1	72.24'	100.00'	N21°54'33"W	70.68'
C2	84.84'	100.00'	N23°05'27"E	82.32'
C3	96.04'	98.34'	N64°56'55"W	92.27'
C4	65.14'	250.00'	S82°00'51"W	64.96'
C5	130.28'	250.00'	S89°28'44"W	128.81'
C6	65.14'	250.00'	N83°03'22"W	64.96'
C7	80.32'	500.00'	S84°52'38"W	80.23'
C8	110.37'	350.00'	S89°18'32"W	109.91'
C9	196.41'	600.00'	S88°57'54"W	195.53'
C10	102.01'	600.00'	N85°47'59"W	101.89'
C11	120.01'	350.00'	S89°14'54"W	119.42'
C12	36.45'	249.97'	S83°36'11"W	36.42'
C13	28.96'	250.00'	N88°54'04"W	28.94'
C14	43.09'	500.00'	N88°03'07"W	43.08'
C15	157.08'	100.00'	S44°28'44"W	141.42'
C16	154.03'	100.00'	S43°36'27"W	139.25'

LINE TABLE

LINE	BEARING	DISTANCE
L1	S88°47'06"W	10.00'
L2	N01°12'54"W	95.30'
L3	N27°58'28"E	59.22'
L4	N04°57'07"E	122.13'
L5	N01°12'52"W	106.87'
L6	N01°12'52"W	70.58'
L7	N42°36'16"W	3.53'
L8	N42°36'14"W	17.50'
L9	N01°12'52"W	28.29'
L10	N14°04'36"W	46.26'
L11	N18°39'51"W	85.93'
L12	N02°49'19"W	41.32'
L13	N13°37'17"E	111.15'
L14	N10°42'09"E	42.42'
L15	N01°12'51"W	247.15'
L16	N09°47'48"W	119.81'
L17	N09°09'01"W	113.95'
L18	N01°55'55"E	66.68'
L19	N10°47'41"E	68.80'
L20	N12°40'57"E	54.15'
L21	N03°10'24"E	34.44'
L22	N01°12'51"W	280.36'
L23	N07°53'25"W	37.81'
L24	N14°33'58"W	197.43'
L25	N25°43'49"W	38.34'
L26	S89°28'44"W	263.61'
L27	S89°28'44"W	77.57'
L28	S89°28'44"W	97.35'
L29	S80°16'31"W	102.70'
L30	N81°39'26"W	91.29'
L31	S79°35'15"W	56.11'
L32	S80°27'22"W	18.20'
L33	S85°19'09"W	83.76'
L34	N80°55'44"W	97.21'
L35	S79°25'33"W	59.98'
L36	N85°34'58"W	153.42'
L37	S89°28'44"W	144.72'
L38	S00°31'16"E	52.79'
L39	S87°45'53"W	51.81'
L40	N00°58'54"W	290.48'

LEGEND

POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
IPS	IRON PIN SET
IPF	IRON PIN FOUND
CRB	CAPPED REBAR
RB	REBAR
OTP	OPEN TOP PIPE
SSMH	SANITARY SEWER MANHOLE
SDMH	STORM DRAIN MANHOLE
INV	INVERT
EP	EDGE OF PAVEMENT
BC	BACK OF CURB
OU	OVERHEAD UTILITY
CMP	CORRUGATED METAL PIPE
RCP	REINFORCED CONCRETE PIPE
PVC	POLYVINYL CHLORIDE PIPE
TR	TRANSFORMER
CLF	CHAIN LINK FENCE
BWF	BARBED WIRE FENCE
WV	WATER VALVE
WM	WATER METER
CO	SEWER CLEAN-OUT
GV	GAS VALVE
HH	HANDHOLE
CP	CONCRETE PAD
BFO	BURIED FIBER OPTIC
N/F	NOW OR FORMERLY
R/W	RIGHT-OF-WAY
	FIRE HYDRANT
	CONCRETE MONUMENT FOUND
T	TELCO PEDESTAL
	UTILITY POLE
	GUY WIRE ANCHOR
	LIGHT POLE
	BENCHMARK

G. DARRELL TAYLOR
License Number
6904
STATE OF FLORIDA
Professional Surveyor and Mapper

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY DARRELL TAYLOR USING DIGITAL SIGNATURE AND DATE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

I HEREBY CERTIFY THAT THIS MAP IS CORRECT AND WAS DRAWN UNDER MY DIRECT SUPERVISION. ANY VISIBLE ENCROACHMENTS ARE SHOWN HEREON.

G. DARRELL TAYLOR, FLORIDA PROFESSIONAL SURVEYOR & MAPPER #LS6904

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS. THIS MAP IS ONLY INTENDED FOR THE PARTIES AND PURPOSES SHOWN. THIS MAP IS NOT FOR RECORDATION.

* SPECIFIC PURPOSE SURVEY PREPARED BY:

POINT TO POINT LAND SURVEYORS P2P

Business License Number: LB8148
100 Governors Trace, Ste. 103
Peachtree City, GA 30269
(direct) 678.565.4440 (fax) 678.565.4497 (w) p2pls.com

SPECIFIC PURPOSE SURVEY PREPARED FOR:

Diamond Communications LLC

120 MOUNTAIN AVE,
SPRINGFIELD, NJ 07081

HUNTERS RIDGE
SITE NO. FL391

SECTION 6 TOWNSHIP 48 SOUTH RANGE 26 EAST
LEE COUNTY, FLORIDA

SITE INFORMATION

LESSEE PREMISES = 2,400 SQUARE FEET (0.0551 ACRES)

AT CENTER LESSEE PREMISES:
LATITUDE: 26°19'18.03" (NAD 83) (26.321675°)
LONGITUDE: -81°44'18.17" (NAD 83) (-81.738381°)
ELEVATION = 14.1' A.M.S.L.

VERTICAL DATUM: NAVD 1988 (COMPUTED USING GEOID18)
HORIZONTAL DATUM: NAD83

BEARINGS ARE BASED ON FLORIDA GRID NORTH (WEST ZONE)

20 0 40 80
GRAPHIC SCALE IN FEET
SCALE: 1" = 40' (11x17)

NO.	DATE	REVISION

DRAWN BY: MK
CHECKED BY: JKL
APPROVED: D. MILLER
DATE: 02/05/25
P2P JOB #: 241586FL

SHEET: 2 OF 3

E:\Point To Point Dropbox\P2P Current Jobs\2024\241586FL-HUNTERS RIDGE\241586FL.pro

SURVEY NOT VALID WITHOUT ALL SHEETS

LESSEE PREMISES

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN SECTION 6, TOWNSHIP 48 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AND BEING A PORTION OF THE LANDS OF HUNTERS RIDGE COMMUNITY ASSOCIATION, INC, AS RECORDED IN INSTRUMENT 2012000172078, LEE COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A CONCRETE MONUMENT, SAID CONCRETE MONUMENT BEING THE NORTHEAST CORNER OF TRACT G OF PLAT BOOK 41 PAGE 1, SAID MONUMENT HAVING A FLORIDA GRID NORTH, NAD 83, WEST ZONE VALUE N: 722952.9573 E: 741887.1261; THENCE RUNNING ALONG THE EAST LINE OF THE TRACT, SOUTH 01°12'55" EAST, 238.00 FEET TO A POINT; THENCE LEAVING SAID PROPERTY LINE AND RUNNING ALONG A TIE LINE, SOUTH 88°47'06" WEST, 2.00 FEET TO A POINT ON THE LESSEE PREMISES AND THE TRUE POINT OF BEGINNING; THENCE RUNNING ALONG SAID LESSEE PREMISES, SOUTH 01°12'54" EAST, 40.00 FEET TO A POINT; THENCE, SOUTH 88°47'06" WEST, 60.00 FEET TO A POINT; THENCE, NORTH 01°12'54" WEST, 40.00 FEET TO A POINT; THENCE, NORTH 88°47'06" EAST, 60.00 FEET TO A POINT AND THE POINT OF BEGINNING.

BEARINGS BASED ON FLORIDA GRID NORTH, NAD 83, WEST ZONE.

SAID TRACT CONTAINS 0.0551 ACRES (2,400 SQUARE FEET), MORE OR LESS,

LESSEE'S NON-EXCLUSIVE ACCESS, FIBER AND UTILITY EASEMENT

TOGETHER WITH A NON-EXCLUSIVE ACCESS, FIBER AND UTILITY EASEMENT, MEASURING 10 FEET EACH SIDE OF CENTERLINE, LYING AND BEING IN SECTION 6, TOWNSHIP 48 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY THE FOLLOWING CENTERLINE DATA:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A CONCRETE MONUMENT, SAID CONCRETE MONUMENT BEING THE NORTHEAST CORNER OF TRACT G OF PLAT BOOK 41 PAGE 1, SAID MONUMENT HAVING A FLORIDA GRID NORTH, NAD 83, WEST ZONE VALUE N: 722952.9573 E: 741887.1261; THENCE RUNNING ALONG THE EAST LINE OF THE TRACT, SOUTH 01°12'55" EAST, 238.00 FEET TO A POINT; THENCE LEAVING SAID PROPERTY LINE AND RUNNING ALONG A TIE LINE, SOUTH 88°47'06" WEST, 2.00 FEET TO A POINT ON THE LESSEE PREMISES; THENCE RUNNING ALONG SAID LESSEE PREMISES, SOUTH 01°12'54" EAST, 40.00 FEET TO A POINT; THENCE, SOUTH 88°47'06" WEST, 60.00 FEET TO A POINT; THENCE, NORTH 01°12'54" WEST, 10.00 FEET TO A POINT AND THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID LESSEE PREMISES, SOUTH 88°47'06" WEST, 10.00 FEET TO A POINT; THENCE, NORTH 01°12'54" WEST, 95.30 FEET TO A POINT ON THE PROPERTY LINE SHARED BY HUNTERS RIDGE COMMUNITY ASSOCIATION, INC, AS RECORDED IN INSTRUMENT 2012000172078, AND HUNTERS RIDGE REMAINDER OF TRACT G, AS RECORDED IN PLAT BOO 41 PAGE 1; THENCE, NORTH 27°58'28" EAST, 59.22 FEET TO A POINT; THENCE, NORTH 04°57'07" EAST, 122.13 FEET TO A POINT ON THE PROPERTY LINE SHARED BY SAID HUNTERS RIDGE REMAINDER OF TRACT G AND HUNTERS RIDGE NORTH UNIT TWO, AS RECORDED IN PLAT BOOK 61 PAGE 44; THENCE, NORTH 01°12'52" WEST, 106.87 FEET TO A POINT; THENCE, NORTH 01°12'52" WEST, 70.58 FEET TO A POINT; THENCE, 72.24 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 100.00 FEET AND BEING SCRIBED BY A CHORD BEARING, NORTH 21°54'33" WEST, 70.68 FEET TO A POINT; THENCE, NORTH 42°36'16" WEST, 3.53 FEET TO A POINT ON THE EASTERLY LINE OF THE FOX RIDGE DRIVE ROADWAY, UTILITY EASEMENT AND DRAINAGE EASEMENT; THENCE, NORTH 42°36'14" WEST, 17.50 FEET TO A POINT ON THE CENTERLINE OF FOX RIDGE DRIVE;

THENCE RUNNING ALONG SAID CENTERLINE OF FOX RIDGE DRIVE, 84.84 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 100.00 FEET AND BEING SCRIBED BY A CHORD BEARING, NORTH 23°05'27" EAST, 82.32 FEET TO A POINT; THENCE, NORTH 01°12'52" WEST, 28.29 FEET TO A POINT; THENCE, NORTH 14°04'36" WEST, 46.26 FEET TO A POINT; THENCE, NORTH 18°39'51" WEST, 85.93 FEET TO A POINT; THENCE, NORTH 02°49'19" WEST, 41.32 FEET TO A POINT; THENCE, NORTH 13°37'17" EAST, 111.15 FEET TO A POINT; THENCE, NORTH 10°42'09" EAST, 42.42 FEET TO A POINT; THENCE, NORTH 01°12'51" WEST, 247.15 FEET TO A POINT; THENCE, NORTH 09°47'48" WEST, 119.81 FEET TO A POINT; THENCE, NORTH 09°09'01" WEST, 113.95 FEET TO A POINT; THENCE, NORTH 01°55'55" EAST, 66.68 FEET TO A POINT; THENCE, NORTH 10°47'41" EAST, 68.80 FEET TO A POINT; THENCE, NORTH 12°40'57" EAST, 54.15 FEET TO A POINT; THENCE, NORTH 03°10'24" EAST, 34.44 FEET TO A POINT; THENCE, NORTH 01°12'51" WEST, 280.36 FEET TO A POINT; THENCE, NORTH 07°53'25" WEST, 37.81 FEET TO A POINT; THENCE, NORTH 14°33'58" WEST, 197.43 FEET TO A POINT;

THENCE, NORTH 25°43'49" WEST, 38.34 FEET TO A POINT; THENCE, 96.04 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 98.34 FEET AND BEING SCRIBED BY A CHORD BEARING, NORTH 64°56'55" WEST, 92.27 FEET TO A POINT; THENCE, SOUTH 89°28'44" WEST, 263.61 FEET TO A POINT; THENCE, 65.14 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 250.00 FEET AND BEING SCRIBED BY A CHORD BEARING, SOUTH 82°00'51" WEST, 64.96 FEET TO A POINT; THENCE, 130.28 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 250.00 FEET AND BEING SCRIBED BY A CHORD BEARING, SOUTH 89°28'44" WEST, 128.81 FEET TO A POINT; THENCE, 65.14 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 250.00 FEET AND BEING SCRIBED BY A CHORD BEARING, NORTH 83°03'22" WEST, 64.96 FEET TO A POINT; THENCE, SOUTH 89°28'44" WEST, 77.57 FEET TO A POINT; THENCE, SOUTH 89°28'44" WEST, 97.35 FEET TO A POINT; THENCE, 80.32 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 500.00 FEET AND BEING SCRIBED BY A CHORD BEARING, SOUTH 84°52'38" WEST, 80.23 FEET TO A POINT; THENCE, SOUTH 80°16'31" WEST, 102.70 FEET TO A POINT; THENCE, 110.37 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 350.00 FEET AND BEING SCRIBED BY A CHORD BEARING, SOUTH 89°18'32" WEST, 109.91 FEET TO A POINT;

THENCE, NORTH 81°39'26" WEST, 91.29 FEET TO A POINT; THENCE, 196.41 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 600.00 FEET AND BEING SCRIBED BY A CHORD BEARING, SOUTH 88°57'54" WEST, 195.53 FEET TO A POINT; THENCE, SOUTH 79°35'15" WEST, 56.11 FEET TO A POINT; THENCE, SOUTH 80°27'22" WEST, 18.20 FEET TO A POINT; THENCE, SOUTH 85°19'09" WEST, 83.76 FEET TO A POINT; THENCE, 102.01 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 600.00 FEET AND BEING SCRIBED BY A CHORD BEARING, NORTH 85°47'59" WEST, 101.89 FEET TO A POINT; THENCE, NORTH 80°55'44" WEST, 97.21 FEET TO A POINT; THENCE, 120.01 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 350.00 FEET AND BEING SCRIBED BY A CHORD BEARING, SOUTH 89°14'54" WEST, 119.42 FEET TO A POINT; THENCE, SOUTH 79°25'33" WEST, 59.98 FEET TO A POINT; THENCE, 36.45 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 249.97 FEET AND BEING SCRIBED BY A CHORD BEARING, SOUTH 83°36'11" WEST, 36.42 FEET TO A POINT; THENCE, 28.96 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 250.00 FEET AND BEING SCRIBED BY A CHORD BEARING, NORTH 88°54'04" WEST, 28.94 FEET TO A POINT;

THENCE, NORTH 85°34'58" WEST, 153.42 FEET TO A POINT; THENCE, 43.09 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 500.00 FEET AND BEING SCRIBED BY A CHORD BEARING, NORTH 88°03'07" WEST, 43.08 FEET TO A POINT; THENCE, SOUTH 89°28'44" WEST, 144.72 FEET TO A POINT; THENCE, 157.08 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 100.00 FEET AND BEING SCRIBED BY A CHORD BEARING, SOUTH 44°28'44" WEST, 141.42 FEET TO A POINT; THENCE, SOUTH 00°31'16" EAST, 52.79 FEET TO A POINT; THENCE, 154.03 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 100.00 FEET AND BEING SCRIBED BY A CHORD BEARING, SOUTH 43°36'27" WEST, 139.25 FEET TO A POINT ON THE EASTERLY PRIVATE RIGHT-OF-WAY OF HUNTERS RIDGE BOULEVARD; THENCE, SOUTH 87°45'53" WEST, 51.81 FEET TO A POINT; THENCE, NORTH 00°58'54" WEST, 290.48 FEET TO THE ENDING AT A POINT ON THE NORTHERN LINE OF SAID PRIVATE RIGHT-OF-WAY AND THE SOUTH LINE OF THE PUBLIC RIGHT-OF-WAY OF HUNTERS RIDGE BOULEVARD.

BEARINGS BASED ON FLORIDA GRID NORTH, NAD 83, WEST ZONE.

G. DARRELL TAYLOR License Number 6904 STATE OF FLORIDA Professional Surveyor and Mapper

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY DARRELL TAYLOR USING DIGITAL SIGNATURE AND DATE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

I HEREBY CERTIFY THAT THIS MAP IS CORRECT AND WAS DRAWN UNDER MY DIRECT SUPERVISION. ANY VISIBLE ENCROACHMENTS ARE SHOWN HEREON.

G. DARRELL TAYLOR, FLORIDA PROFESSIONAL SURVEYOR & MAPPER #LS6904

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS. THIS MAP IS ONLY INTENDED FOR THE PARTIES AND PURPOSES SHOWN. THIS MAP IS NOT FOR RECORDATION.

* SPECIFIC PURPOSE SURVEY PREPARED BY:

POINT TO POINT P2P LAND SURVEYORS

Business License Number: LB8148
100 Governors Trace, Ste. 103
Peachtree City, GA 30269
(direct) 678.565.4440 (fax) 678.565.4497 (w) p2pls.com

SPECIFIC PURPOSE SURVEY PREPARED FOR:

Diamond Communications LLC

120 MOUNTAIN AVE,
SPRINGFIELD, NJ 07081

HUNTERS RIDGE
SITE NO. FL391

SECTION 6 TOWNSHIP 48 SOUTH RANGE 26 EAST
LEE COUNTY, FLORIDA

LEGAL DESCRIPTION & TITLE REVIEW SHEET

NO.	DATE	REVISION

DRAWN BY: MK
CHECKED BY: JKL
APPROVED: D. MILLER
DATE: 02/05/25
P2P JOB #: 241586FL

SHEET: 3 OF 3

E:\Point To Point Dropbox\P2P Current Jobs\2024\241586FL-HUNTERS RIDGE\241586FL.pro

SURVEY NOT VALID WITHOUT ALL SHEETS

1.00 GENERAL NOTES

1.01 ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE DRAWINGS AND SPECIFICATIONS. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE STATE, LOCAL AND NATIONAL CODES, ORDINANCES AND OR REGULATIONS APPLICABLE TO THIS PROJECT.

1.02 THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE WORK OF ALL TRADES AND SHALL CHECK ALL DIMENSIONS. ALL DISCREPANCIES SHALL BE CALLED TO THE ATTENTION OF THE PROJECT MANAGER AND/OR ENGINEER AND BE RESOLVED BEFORE PROCEEDING WITH WORK. WHERE THERE IS A CONFLICT BETWEEN DRAWING AND AT&T SPECIFICATIONS, THE DIAMOND COMMUNICATIONS PROJECT ENGINEER SHOULD BE CONTACTED FOR CLARIFICATION.

1.03 ALL INFORMATION SHOWN ON THE DRAWINGS RELATIVE TO EXISTING CONDITIONS IS GIVEN AS THE BEST PRESENT KNOWLEDGE, BUT WITHOUT GUARANTEE OF ACCURACY. WHERE ACTUAL CONDITIONS CONFLICT WITH THE DRAWINGS, THEY SHALL BE REPORTED TO THE PROJECT MANAGER AND/OR ENGINEER SO THAT PROPER REVISIONS MAY BE MADE. MODIFICATION OF DETAILS OF CONSTRUCTION SHALL NOT BE MADE WITHOUT WRITTEN APPROVAL OF THE PROJECT MANAGER AND/OR ENGINEER.

1.04 CONTRACTOR SHALL REVIEW AND BE FAMILIAR WITH SITE CONDITIONS AS SHOWN ON THE ATTACHED SITE PLAN AND/OR SURVEY DRAWINGS.

1.05 WAVEGUIDE BRIDGE AND EQUIPMENT CABINETS ARE SHOWN FOR REFERENCE ONLY. REFER TO SEPARATE DRAWINGS FOR SPECIFIC INFORMATION.

1.06 ALL FINISHED GRADES SHALL SLOPE MINIMUM 1/4 IN./FT. AWAY FROM EQUIPMENT IN ALL DIRECTIONS. CONTRACTOR SHALL SLOPE SWALES AS REQUIRED ALONG EXISTING TERRAIN TO DRAIN AWAY FROM COMPOUND AND ACCESS DRIVE.

1.07 THE PROPOSED TOWER AND TOWER FOUNDATIONS WERE DESIGNED BY OTHERS. TOWER INFORMATION PROVIDED ON THESE PLANS ARE PROVIDED FOR REFERENCE PURPOSES ONLY. NOTIFY ENGINEER OR PROJECT MANAGER OF ANY CONFLICTS OR DISCREPANCIES. CONTRACTOR TO OBTAIN COPY OF TOWER DESIGN DRAWINGS, IF AVAILABLE, FROM DIAMOND COMMUNICATIONS PROJECT MANAGER TO CONFIRM COAX ROUTING AND ANTENNA MOUNT INFORMATION.

1.08 THE CONTRACTOR SHALL PROVIDE ADEQUATE EXCAVATION SLOPING, SHORING, BRACING, AND GUYS IN ACCORDANCE WITH ALL NATIONAL, STATE, AND LOCAL SAFETY ORDINANCES.

1.09 UPON COMPLETION OF CONSTRUCTION, CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE CAUSED BY CONSTRUCTION ACTIVITIES TO THE EXISTING ACCESS ROAD AND COMPOUND GRAVEL AREAS. ANY NEW FILL MATERIALS SHALL BE COMPACTED.

1.10 THE CONTRACTOR IS HEREBY NOTIFIED THAT PRIOR TO COMMENCING CONSTRUCTION, HE IS RESPONSIBLE FOR CONTACTING THE UTILITY COMPANIES INVOLVED AND SHALL REQUEST A VERIFICATION AT THE CONSTRUCTION SITE OF THE LOCATIONS OF THEIR UNDERGROUND UTILITIES AND WHERE THEY MAY POSSIBLY CONFLICT WITH THE PLACEMENT OF IMPROVEMENTS AS SHOWN ON THESE PLANS. THE CONTRACTOR OR ANY SUBCONTRACTOR FOR THIS CONTRACT WILL BE REQUIRED. TO NOTIFY "SUNSHINE 811" 48 HOURS IN ADVANCE OF PERFORMING ANY WORK BY CALLING THE TOLL FREE NUMBER (800) 432-4770 (OR 811). ANY UTILITIES DAMAGED BY CONSTRUCTION ACTIVITIES SHALL BE REPAIRED BY THE CONTRACTOR, AT NO EXPENSE TO THE OWNER.

1.11 CONTRACTOR TO PROVIDE DUMPSTER AND PORTABLE TOILET FACILITY DURING CONSTRUCTION.

1.12 CONTRACTOR TO PROVIDE STYMIE LOCK OR EQUIVALENT AS APPROVED BY DIAMOND COMMUNICATIONS PROJECT MANAGER.

1.13 CONTRACTOR TO PROVIDE ANY NECESSARY SIGNAGE PER DIAMOND COMMUNICATIONS PROJECT MANAGER'S INSTRUCTIONS. SEE DETAIL ON SHEET C7.

ZONING NOTES:

COLOR. ANTENNA-SUPPORTING STRUCTURES AND ANCILLARY APPURTENANCES, INCLUDING TRANSMISSION LINES, MUST MAINTAIN A GALVANIZED GRAY FINISH OR OTHER CONTEXTUAL OR COMPATIBLE COLOR AS DETERMINED BY THE CITY, EXCEPT AS OTHERWISE REQUIRED BY THE FAA OR FCC.

FENCING. THE DEVELOPER OF A WIRELESS COMMUNICATION FACILITY MUST INSTALL A FENCE OR WALL NOT LESS THAN EIGHT FEET AND NOT MORE THAN TEN FEET IN HEIGHT FROM FINISHED GRADE TO ENCLOSE THE BASE OF THE ANTENNA-SUPPORTING STRUCTURE AND EQUIPMENT ENCLOSURES ASSOCIATED WITH ANY WIRELESS COMMUNICATION FACILITY. ACCESS TO THE ANTENNA-SUPPORTING STRUCTURE MUST BE CONTROLLEDBY A LOCKED GATE. THE FENCE MUST BE CONSTRUCTED IN ACCORDANCE WITH SECTION 4-1465. NOT MORE THAN THREE STRANDS OF BARBED WIRE, SPACED SIX INCHES APART, MAY BE ALOWED ABOVE THE FENCE.

LIGHTING.
a. EXCEPT FOR SECURITY LIGHTING AND SITE LIGHTING, OTHER TYPES OF LIGHTS, SIGNALS OR ILUMINATION WILL ONLY BE PERMITTED ON AN ANTENNA-SUPPORTING STRUCTURE OR ANCILLARY APPURTENANCES WHERE LIGHTING IS REQUIRED BY THE FAA, FCC, THE CITY, OR THE COUNTY MOSQUITO CONTROL DISTRICT.
b. SECURITY LIGHTING. SECURITY LIGHTING AND SITE LIGHTING MAY BE PLACED IN ASSOCIATION WITH AN APPROVED EQUIPMENT ENCLOSURE. SITE LIGHTING MUST REMAIN UNLIT, EXCEPT WHEN AUTHORIZED PERSONNEL ARE PRESENT AT THE FACILITY. SECURITY LIGHTING AND SITE LIGHTING MUST BE SHIELDED TO PREVENT LIGHT TRESPASS.
c. REQUIRED LIGHTING.
1. ALL ANTENNA-SUPPORTING STRUCTURES 150 FEET OR GREATER IN HEIGHT ABOVEGROUND LEVEL MUST BE ARTIFICIALLY LIGHTED AND MAINTAINED PURSUANT TO THE TECHNICAL REQUIREMENTS OF THE FEDERAL AVIATION ADMINISTRATION'S CURRENT ADVISORY CIRCULAR 70/7460-1K, OBSTRUCTION MARKING AND LIGHTING, AS AMENDED, OR OTHER APPROPRIATE AVIATION AUTHORITY, UNLESS PRE-EMPTED BY FAA OR FCC REGULATIONS. ALL LIGHTING MUST BE APPROVED IN CONJUNCTION WITH THE DEVELOPMENT ORDER FOR THE FACILITY.
2. IF THE HEIGHT OF A STRUCTURE UNDER CONSTRUCTION EQUALS OR EXCEEDS THE HEIGHT AT WHICH PERMANENT OBSTRUCTION LIGHTS ARE REQUIRED BY THE FAA, FCC OR THE DIVISION OF DEVELOPMENT SERVICES, TEMPORARY HIGH OR MEDIUM INTENSITY FLASHING LIGHTS MUST BE INSTALLED AT THAT LEVEL IN ACCORDANCE WITH ADVISORY CIRCULAR 70/7460-1K, OBSTRUCTION MARKING AND LIGHTING, AS AMENDED.

SIGNAGE.
(1) SIGNS ON ANTENNA-SUPPORTING STRUCTURES, ANCILLARY APPURTENANCES, EQUIPMENT ENCLOSURES, OR ON ANY FENCE OR WALL ARE PROHIBITED, UNLESS PERMITTED IN ACCORDANCE WITH THIS SUBSECTION.
(2) IF HIGH VOLTAGE IS NECESSARY FOR THE OPERATION OF PROPOSED WIRELESS COMMUNICATIONS FACILITIES, "HIGH VOLTAGE-DANGER" AND "NO TRESPASS" WARNING SIGNS NOT GREATER THAN ONE SQUARE FOOT IN AREA MUST BE PERMANENTLY ATTACHED TOTHE FENCE OR WALL AT INTERVALS OF NOT LESS THAN 40 FEET AND UPON THE ACCESS GATE, ORAS OTHERWISE REQUIRED BY THE FAA OR FCC.
(3) A SIGN NOT GREATER THAN ONE SQUARE FOOT IN AREA MUST BE ATTACHED TO THE ACCESS GATE THAT INCLUDES THE FOLLOWING INFORMATION:
a. FEDERAL REGISTRATION NUMBER, IF APPLICABLE;
b. NAME OF PROPERTY OWNER, FACILITY OWNER, PROVIDERS, AND CONTACT PERSON; AND
c. AN EMERGENCY CONTACT NUMBER FOR THE CONTACT PERSON.

DISCONTINUED USE.
(a) NOTICE OF DISCONTINUED USE. THE OWNER OF AN ANTENNA-SUPPORTING STRUCTURE 75 FEET OR GREATER IN HEIGHT, THE USE OF WHICH HAS BEEN DISCONTINUED FOR A PERIOD OF ONE YEAR, ON AN ANNUAL BASIS MUST PROVIDE THE DIRECTOR WITH AN AFFIDAVIT OF AN INTENTION TO CONTINUE THE USE, INCLUDING A DESCRIPTION OF THE OWNERS EFFORTS TO KEEP THE FACILITY IN USE. IF THE AFFIDAVIT IS NOT PROVIDED THE DIRECTOR MAY MAKE A PRELIMINARY DETERMINATION OF DISCONTINUED USE. FOR ANY OTHER ANTENNA-SUPPORTING STRUCTURE, THE USE OF WHICH IS DISCONTINUED FOR A PERIOD OF 180 DAYS, THE DIRECTOR MAY MAKE A PRELIMINARY DETERMINATION OF DISCONTINUED USE. IN MAKING SUCH A DETERMINATION, THE DIRECTOR MAY REQUEST DOCUMENTATION AND AFFIDAVITS FROM THE PROPERTY OWNERS REGARDING THE STRUCTURE'S USAGE, INCLUDING EVIDENCE THAT USE OF THE STRUCTURE IS IMMINENT. THE FAILURE OF A PROPERTY OWNERS TO PROVIDE UPDATED CONTACT INFORMATION ON THE OWNER OF THE ANTENNA-SUPPORTING STRUCTURE FOR TWO CONSECUTIVE YEARS WILL BE PRESUMPTIVE EVIDENCE OF DISCONTINUED USE. IF THE DIRECTOR DETERMINES THAT THE USE OF AN ANTENNA-SUPPORTING STRUCTURE OR ANTENNA HAS BEEN DISCONTINUED, THE DIRECTOR WILL PROVIDE THE PROPERTY OWNER WITH A WRITTEN NOTICE OF DISCONTINUED USE BY CERTIFIED MAIL.
(c) REMOVAL OF FACILITY.
(1) WITHIN 120 DAYS OF A DECLARATION OF DISCONTINUED USE, THE PROPERTY OWNER MUST EITHER:
(a)
REACTIVATE THE USE OF THE ANTENNAS OR ANTENNA-SUPPORTING STRUCTURE AS A WIRELESS COMMUNICATIONS FACILITY OR TRANSFER OWNERSHIP OF THE ANTENNAS OR ANTENNA-SUPPORTING STRUCTURE TO ANOTHER OWNER WHO WILL MAKE USE OF THE FACILITY; OR
a. DISMANTLE AND REMOVE THE FACILITY.
(1)1) IF TRANSFER OF OWNERSHIP OCCURS, THE NEW OWNER MUST SUPPLY THE DIRECTOR WITH AN AFFIDAVIT ATTESTING THAT THE ANTENNAS OR ANTENNA-SUPPORTING STRUCTURE WILL BE IN USE WITHIN 120 DAYS OF THE TRANSFER IN ACCORDANCE WITH SUBSECTION (C)(1) OF THIS SECTION. IF THE FACILITY REMAINS DISCONTINUED UPON THE EXPIRATION OF 120 DAYS, THE CITY MAY ENTER UPON THE PROPERTY AND REMOVE THE FACILITY, WITH ALL COSTS TO BE BORNE BY THE PROPERTY OWNER. THE CITY MAY USE THE FUNDS POSTED IN THE SURETY FOR THIS PURPOSE.

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Copyright Kimley-Horn and Associates, Inc., 2018

K:\ATL_Wireless\Diamond Communications\Hunters Ridge - FL391\CAD\CD\DiamondComm-GB.dwg ---- 03/05/25 2:32 PM by: brian.otha

Diamond Communications LLC

PROJECT INFORMATION:

SITE NAME:
HUNTERS RIDGE-FL391
SITE #: FL391
12760 FOX RIDGE DRIVE
BONITA SPRINGS, FL 34135
LEE COUNTY

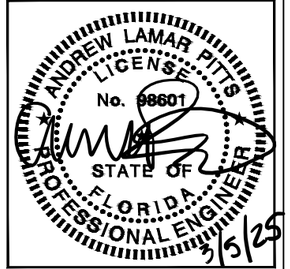
PLANS PREPARED BY:

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

REV: DATE: ISSUED FOR: BY:

8			
7			
6			
5			
4			
3			
2			
1	02/25/24	CONSTRUCTION	ALP
0	03/05/25	CONSTRUCTION	ALP

LICENSER:



KHA PROJECT NUMBER:
013541047

DRAWN BY: CHECKED BY:

WTB	DMF

SHEET TITLE:
GENERAL NOTES

SHEET NUMBER:
N1

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS

OF LEE COUNTY, FLORIDA

WHEREAS, BBA Development Corporation, in reference to Hunters Ridge North, has properly filed an application for an amendment to the RPD zoning; and

WHEREAS, the subject property is located at 28500 Bernwood Farms Road, Bonita Springs, described more particularly as:

LEGAL DESCRIPTION: In Section 06, Township 48 South, Range 26 East, Lee County, Florida:

> That portion of the South Half (S1/2) of the North Half (N1/2) of Section 06, Township 48 South, Range 26 East and that portion of the North Quarter (N1/4) of the South Half (S1/2) of Section 06, Township 48 South, Range 26 East all of Lee County, Florida, lying East of Interstate 75 (Florida State Road 93) as the same is shown on the State of Florida Department of Transportation right-of-way maps of State Road No. 93, Section 12075-2401, Sheets 1 and 5;
>
> LESS the right-of-way of the 60.0 foot Access Road No. 93, Section 12075-2401, Sheets 1 and 5.

WHEREAS, the applicant has indicated the property's current STRAP number is 06-48-26-00-00004.0020; and

WHEREAS, proper authorization has been given to Hole, Montes & Associates, Inc., by Donald G. Huprich, of BBA Development Corporation, the owner of the subject parcel, to act as agent to pursue this zoning application; and

WHEREAS, a public hearing was legally and properly advertised and held before the Lee County Hearing Examiner, with full consideration of all the evidence available; and the Lee County Hearing Examiner fully reviewed the matter in a public hearing held on August 10, 1993 and subsequently continued to August 17, 1993; and

WHEREAS, a public hearing was legally and properly advertised and held before the Lee County Board of County Commissioners; and in the legislative process the Lee County Board of County Commissioners gave full and complete consideration to the recommendations of the staff, the Hearing Examiner, the documents on file with the county, and the testimony of all interested persons.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, that the Board of County Commissioners does hereby APPROVE WITH CONDITIONS an amendment to the Residential Planned Development zoning granted in Case 87-11-07-DCI by Resolution Z-87-215 and amended by Resolution Z-90-108 TO ALLOW THE FOLLOWING MODIFICATIONS:

1) An increase in building height from 45 feet to 75 feet or a maximum of 4 stories over parking (whichever is greater) and as further conditioned in Condition 9;

2) A reduction in development area along with an increase in open space area; and

3) Deletion of Conditions 5.a) and 5.b) of Resolution Z-90-108 (Which required the Applicant to set aside a sum of money sufficient to accommodate the construction of a north/south road to address traffic concerns in Hunters Ridge. Concerns have been sufficiently addressed and these conditions are no longer required).

The amendment and Master Concept Plan, which deviate from certain Lee County Standards, are subject to the following conditions:

1. The development of this project shall be in accordance with the two-page Master Concept Plan identified as "Master Concept Plan," (Project 87.19L), prepared by Hole, Montes & Associates, Inc., dated 12/92, last revised 6-18-93, stamped received June 23, 1993, except as modified by the conditions below. This approval does not alleviate the need to comply with all state and county development regulations except as specifically modified by this approval.

2. The uses of this property shall be limited to those shown in the plans referenced in Condition 1 above.

3. The property development regulations shall be those identified on the plans referenced above.

4.a) The areas depicted on sheet 2 of 2, titled "Indigenous Native Vegetation Map", Exhibit Four B, shall be preserved and an additional 1.1± acres of indigenous native vegetation shall be preserved within the development tracts at time of local Development Order approval. The total amount of preserved indigenous native vegetation shall equal a minimum of 28.8± acres. All Development Order submittals shall supply, at time of individual submittal, a tabulation to date of the total amount of preserved indigenous vegetation on the Hunters Ridge North development site.

b) An invasive exotic vegetation removal plan for the entire site shall be submitted for approval at time of local Development Order for the first phase of this development. The first phase shall include, at a minimum, the removal of invasive exotic vegetation within the areas along Bernwood Farms Road, Bonita Grande South Boulevard, and Tracts E, F, G, and their associated common areas. The second phase of exotic vegetation removal shall be for the balance of the site and shall occur at the time of the first local Development Order for whichever of tracts A, B, C, or D is submitted first. The approved plan may be subject to modification under the requirement of Condition 4.c.

c) A protected species survey shall be performed to determine the presence of occupied habitat for fox squirrel (Sciurus Niger), a Lee County protected species. A survey shall be performed, per Section 15 of the Development Standards Ordinance (DSO), prior to each phase of clearing. A management plan, per Section 15, shall be required if occupied habitat is found.

5. Prior to the issuance of each Development Order the developer shall provide an updated traffic analysis of the existing and projected traffic at Bernwood Farms Road and Bonita Beach Road. If the analysis shows that any MUTCD warrant for signalization will be met upon buildout of the added development, the Development Order will not be issued until traffic circulation mitigation has been agreed upon. This mitigation may include, but is not limited to, any reasonable combination of:

   a) signalization, or

   b) closure of the median opening, or

   c) connection of the northernmost internal east-west road to Bonita Grande Drive.

6. This zoning approval does not indicate that the project's traffic impacts have been mitigated. Additional conditions may be required at the time of issuance of a local Development Order, per the Development Standards Ordinance or other Lee County Ordinance.

7. The developer shall reserve adequate right-of-way for extension of the northernmost internal east-west road to allow intersection with Bonita Grande Drive should such a roadway connection be directed per Condition 5 above. All Development Order plans shall indicate such right-of-way.

8. All other items and conditions of Zoning Resolutions Z-87-215 and Z-90-108 not affected by this amendment shall remain in full force and effect.

9. That the increased building heights are restricted to those buildings located in Tracts B, C, E, and F on the Master Concept Plan, (Project 87.19L), prepared by Hole, Montes & Associates, Inc., dated 12/92, last revised 6-18-93, stamped received by Zoning on June 23, 1993, and that in no event will the buildings' height exceed 75 feet for the said tracts.

10. Deviation C.1. is a request to deviate from Development Standards Ordinance Section 10.1.5.a.1., to allow minimum water retention excavation setbacks of 30 feet from street rights-of-way rather than the required 150 feet. Deviation C.1. is hereby APPROVED with the condition that the developer shall have installed, at no cost to Lee County, any guardrails or other safety devices deemed necessary by the Development Review staff.

    Deviation C.2. is a request to deviate from Development Standards Ordinance Section 10.1.5.C. to permit lake depth to 20 feet from Wet Season Water Table (WSWT) or to confining layer, whichever is less. Deviation C.2. is hereby APPROVED with the condition that prior to Certificate of Compliance for Lake 15-C (as labeled on the June 23, 1993 Master Concept Plan) an aeration system design shall be submitted for approval to the Division of Natural Resources Management which shall be adequate to prevent thermal and oxygen stratification of Lake 15-C. The approved system shall be installed prior to the Certificate of Compliance for Lake 15-C.

Site Plan 93-054 is attached hereto and incorporated herein by reference, as a reduced copy of the Master Concept Plan.

The following findings of fact were made in conjunction with this approval of an amendment to the RPD zoning:

A. That the predominant open space in the area and the potential for residential development of the neighborhood, along with the preservation of approximately 65 percent of the open space located on the subject site, makes approval of the amendment to the Residential Planned Development (RPD) zoning, as conditioned, appropriate.

B. That the amended RPD, as conditioned, will not have an adverse impact on the intent of the Zoning Ordinance.

C. That the RPD, as conditioned, is consistent with the goals, objectives, policies, and intent of the Lee Plan, and with the densities, intensities, and general uses set forth for the proposed use.

D. That the RPD, as conditioned, meets or exceeds all performance and locational standards set forth for the proposed use.

E. That the RPD, as conditioned, will protect the fox squirrel (Sciurus Niger), a Lee County protected species; will preserve its habitat; will protect the Florida native vegetation on the site, and will facilitate the removal of exotic vegetative species from the site, in accordance with the Lee Plan and other Lee County development regulations.

F. That the RPD, as conditioned, will be compatible with existing or planned uses and will not cause damage, hazard, nuisance, or other detriment to persons or property.

G. That the RPD, as conditioned, will not place an undue burden upon existing transportation or other services and facilities, and will be served by streets with the capacity to carry traffic generated by the development.

H. That the residential uses, as conditioned in this recommendation, will be in compliance with all applicable general zoning provisions and supplemental regulations pertaining to the use, as set forth elsewhere in the Zoning Ordinance.

I. That the proposed use is appropriate on the subject property and in the vicinity of the subject property.

J. That the recommended conditions are reasonably related to the impacts expected from or created by the proposed development.

K. That the recommended conditions and other Lee County development regulations provide sufficient safeguards to the public, health, safety and welfare.

L. That the deviations, as conditioned, enhance the achievement of the objectives of the RPD and preserve and promote the protection of the public's health, safety and welfare.

The foregoing Resolution was adopted by the Lee County Board of County Commissioners upon a motion by Commissioner Ray Judah, and seconded by Commissioner Franklin Mann and, upon being put to a vote, the result was as follows:

John E. Manning	Aye
Douglas R. St. Cerny	Aye
Ray Judah	Aye
Franklin B. Mann	Aye
John E. Albion	Aye

DULY PASSED AND ADOPTED this 4th day of October, A.D., 1993.

ATTEST:
CHARLIE GREEN, CLERK

BY: Clara J. Wenck
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: Manning
Chairman

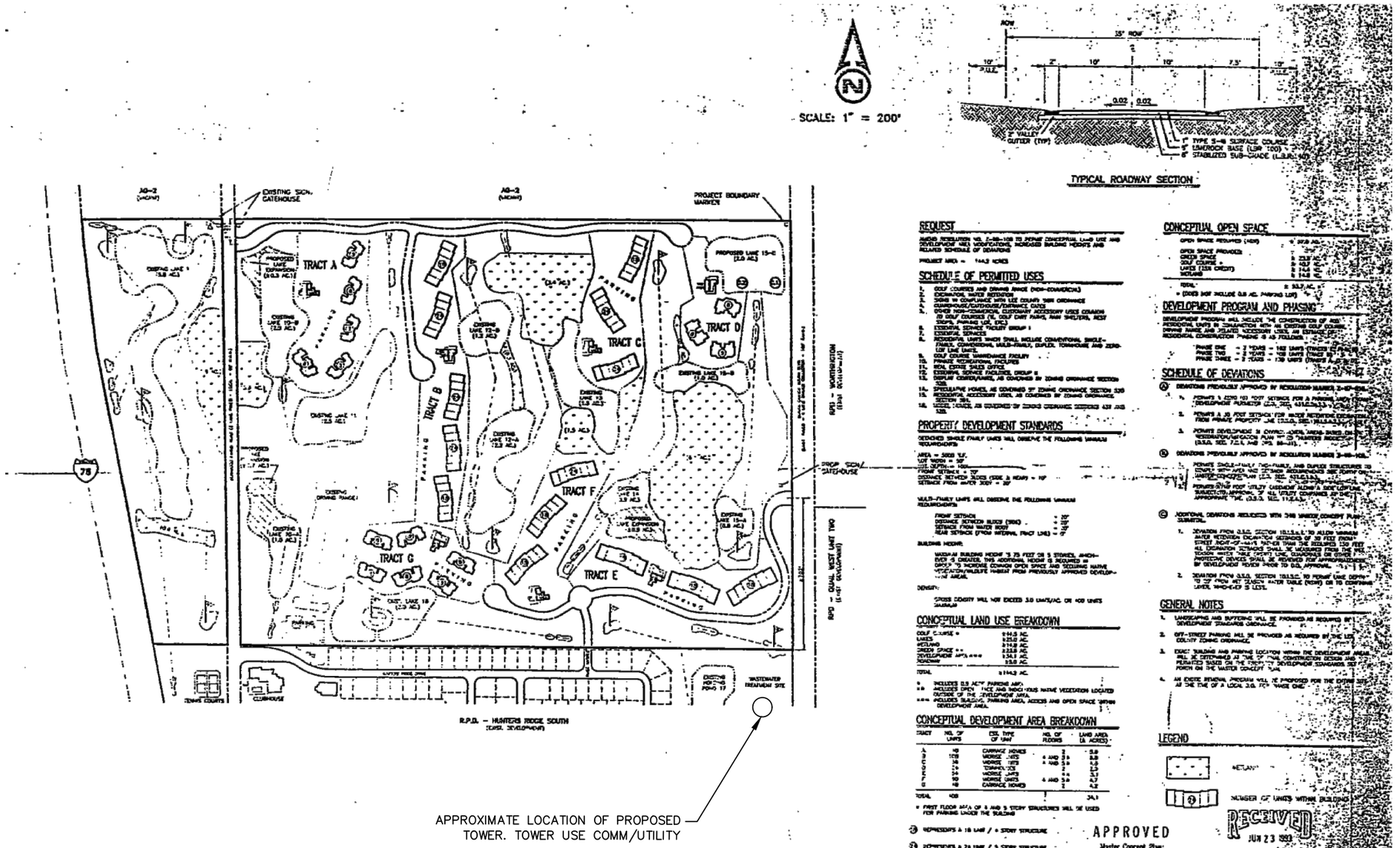
Approved as to form by:

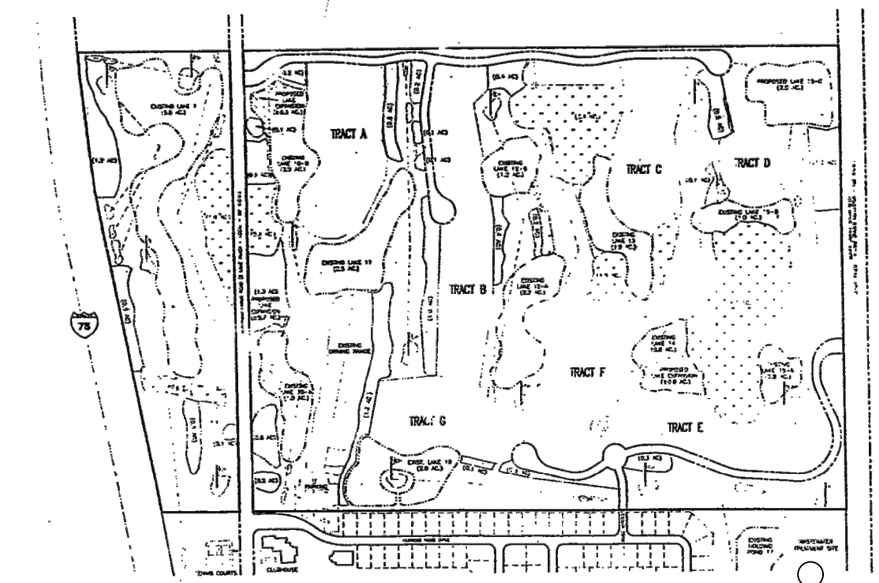
Dawn Marie Collins
County Attorney's Office

FILED

OCT 13 1993

CLERK CIRCUIT COURT
BY CJW D.C.


SCALE: 1" = 200'
TYPICAL ROADWAY SECTION
TRACT A
TRACT B
TRACT C
TRACT D
TRACT E
TRACT F
TRACT G
EXISTING SIGN, GATEHOUSE
PROJECT BOUNDARY MARKER
PROPOSED LAKE 15-A
EXISTING LAKE 15-A
EXISTING LAKE 15-B
EXISTING LAKE 15-C
EXISTING LAKE 15-D
EXISTING LAKE 15-E
EXISTING LAKE 16
PROPOSED LAKE 17
EXISTING LAKE 18
EXISTING LAKE 19
EXISTING LAKE 20
EXISTING LAKE 21
EXISTING LAKE 22
EXISTING LAKE 23
EXISTING LAKE 24
EXISTING LAKE 25
EXISTING LAKE 26
EXISTING LAKE 27
EXISTING LAKE 28
EXISTING LAKE 29
EXISTING LAKE



APPROXIMATE LOCATION OF PROPOSED TOWER. TOWER USE COMM/UTILITY

N

SCALE: 1" = 200'

LEGEND

INDIGENOUS NATIVE VEGETATION

WETLAND

CONCEPTUAL INDIGENOUS NATIVE VEGETATION

NATIVE VEGETATION REQUIRED TO BE PRESERVED 8.28±0 AC.
(50% OF REQUIRED OPEN SPACE)

NATIVE VEGETATION PRESERVED:

WETLAND	± 14.6 AC.
INDIGENOUS NATIVE VEGETATION ①	± 13.3 AC.
INDIGENOUS NATIVE VEGETATION WITHIN TRACTS ②	± 0.8 AC.
TOTAL	± 28.8 AC.

NOTE: ① INCLUDES 25.5 OPEN FOR MEAS THE NOPE OR LARGER ALSO INCLUDES UPLAND PRESERVE AREAS PREVIOUSLY SHOWN ON THE EXISTING CONDITIONS MAP (SEE ENC. 302-2)

② INDIGENOUS NATIVE VEGETATION TO BE PRESERVED WITHIN DEVELOPMENT AREAS.

APPROVED
Master Concept Plan
Site Plan # 79-059 Page 2 of 2
Subject to conditions in Resolution Z-79-059
Zoning Case # 77-1197-OCP(2)
PRINTED MAY 22 1980

HUNTERS RIDGE NORTH

HOLE, MONTES & ASSOCIATES
ENGINEERS-PLANNERS-SURVEYORS

INDIGENOUS NATIVE VEGETATION MAP
EXHIBIT FOUR B

REFERENCE NO. 8719INDG
DRAWING NO. 409-
PROJECT NO. 87.19L
SHEET NO. 2 OF

2 / P2 PUD PLAN
NOT TO SCALE

Diamond Communications LLC

PROJECT INFORMATION:

SITE NAME:
HUNTERS RIDGE-FL391
SITE #: FL391
12760 FOX RIDGE DRIVE
BONITA SPRINGS, FL 34135
LEE COUNTY

PLANS PREPARED BY:

Kimley»Horn

11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

REV: | DATE: | ISSUED FOR: | BY:

8			
7			
6			
5			
4			
3			
2			
1	02/25/24	CONSTRUCTION	ALP
0	02/14/25	CONSTRUCTION	ALP

LICENSER:

FOR ILLUSTRATIVE PURPOSES ONLY- NO SIGNATURE REQUIRED

KHA PROJECT NUMBER:
013541047

DRAWN BY:	CHECKED BY:
WTB	DMF

SHEET TITLE:
PUD PLAN (INDIGENOUS NATIVE VEGETATION)

SHEET NUMBER:
P2

K:\ATL_Wireless\Diamond Communications\Hunters Ridge – FL391\CAD\CD\DiamondComm-GB.dwg ----- 03/05/25 2:32 PM by: brian.otha

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Copyright Kimley-Horn and Associates, Inc., 2018



1 / C0 RPD - ZONING MAP

NOT TO SCALE

K:\ATL_Wireless\Diamond Communications\Hunters Ridge – FL391\CAD\CD\DiamondComm–GB.dwg ---- 03/05/25 2:32 PM by: brian.atha

Diamond Communications LLC

PROJECT INFORMATION:

SITE NAME:
HUNTERS RIDGE-FL391
SITE #: FL391

12760 FOX RIDGE DRIVE
BONITA SPRINGS, FL 34135
LEE COUNTY

PLANS PREPARED BY:

Kimley»Horn

11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

REV: | DATE: | ISSUED FOR: | BY:

8			
7			
6			
5			
4			
3			
2			
1	02/25/24	CONSTRUCTION	ALP
0	03/05/25	CONSTRUCTION	ALP

LICENSER:

ANDREW LAMAR PITTS
LICENSE
No. 98601
STATE OF
FLORIDA
PROFESSIONAL ENGINEER
3/5/25

KHA PROJECT NUMBER:
013541047

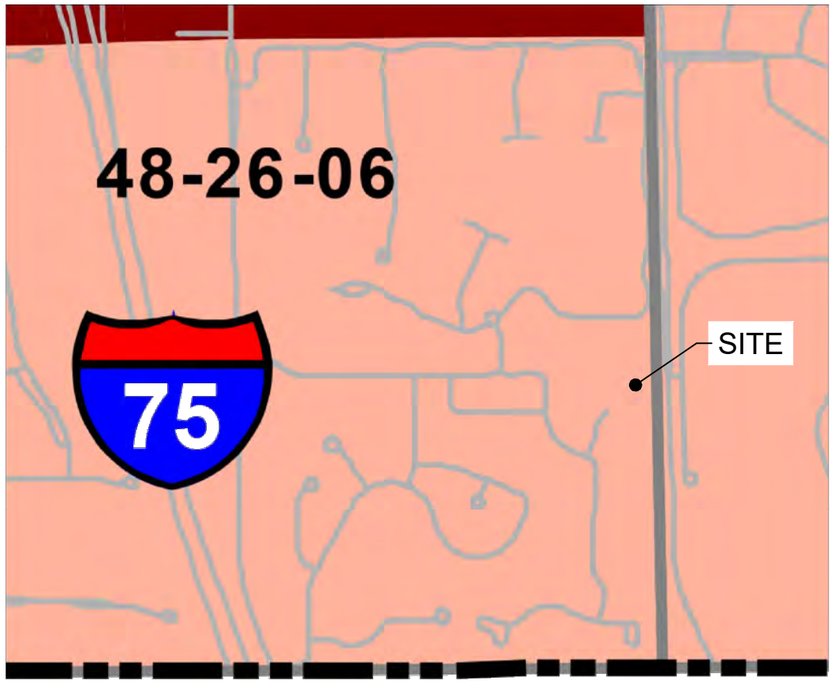
DRAWN BY:	CHECKED BY:
WTB	DMF

SHEET TITLE:
ZONING MAP

SHEET NUMBER:
C0

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Copyright Kimley-Horn and Associates, Inc., 2018



1 / C0.1 FLU - ZONING MAP

NOT TO SCALE

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Copyright Kimley-Horn and Associates, Inc., 2018

K:\ATL_Wireless\Diamond Communications\Hunters Ridge - FL391\CAD\CD\DiamondComm-GB.dwg ---- 03/05/25 2:32 PM by: brian.atha

Diamond Communications LLC

PROJECT INFORMATION:

SITE NAME:
HUNTERS RIDGE-FL391
SITE #: FL391
12760 FOX RIDGE DRIVE
BONITA SPRINGS, FL 34135
LEE COUNTY

PLANS PREPARED BY:

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

REV: | DATE: | ISSUED FOR: | BY:

8			
7			
6			
5			
4			
3			
2			
1	02/25/24	CONSTRUCTION	ALP
0	03/05/25	CONSTRUCTION	ALP

LICENSER:

ANDREW LAMAR PITTS LICENSE No. 98601 STATE OF FLORIDA PROFESSIONAL ENGINEER
3/5/25

KHA PROJECT NUMBER:
013541047

DRAWN BY: WTB | CHECKED BY: DMF

SHEET TITLE:
ZONING MAP

SHEET NUMBER:
C0.1

TOWER SETBACKS TO PROPERTY LINES (FROM TOWER CENTER)	
NORTH	84'–9"
SOUTH	22'–0"
EAST	32'–0"
WEST	473'–8"

COMPOUND SETBACK TABLE	
NORTH	63'–11"
SOUTH	2'–0"
EAST	2'–0"
WEST	443'–8"



NEAREST TOWER NOTE:

1. PER THE FCC ASR, THE NEA
   TELECOMMICATIONS TOWER IS
   APPROXIMATELY ±1.33 MILES
   ASR#1282038
2. OWNER: DIAMOND COMMUNIC
   LAT: 26° 19' 44.1" N
   LONG: 81° 45' 22.1' W

SURVEY NOTE:

1. DIAMOND COMMUNICATIONS STAFF SHALL COORDINATE WITH THE PROPERTY OWNER TO OBTAIN THE PROPER EASEMENT AGREEMENTS TO CONSTRUCT AND MAINTAIN EQUIPMENT IN AND AROUND THE TOWER COMPOUND.
2. PROPOSED COMPOUND LAYOUT BASED ON SURVEY PROVIDED BY POINT TO POINT LAND SURVEYORS DATED 01/20/2025.

1 / C1 OVERALL PARCEL PLAN

SCALE: 1" = 350'

NORTH

0 175 350 700

GRAPHIC SCALE: 1" = 350'

K:\ATL_Wireless\Diamond Communications\Hunters Ridge – FL391\CAD\CD\DiamondComm-GB.dwg ----- 03/05/25 2:32 PM by: brian.atha

Diamond Communications LLC

PROJECT INFORMATION:

SITE NAME:
HUNTERS RIDGE-FL391
SITE #: FL391
12760 FOX RIDGE DRIVE
BONITA SPRINGS, FL 34135
LEE COUNTY

PLANS PREPARED BY:

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

REV:	DATE:	ISSUED FOR:	BY:
8			
7			
6			
5			
4			
3			
2			
1	02/25/24	CONSTRUCTION	ALP
0	03/05/25	CONSTRUCTION	ALP

LICENSER:

ANDREW LAMAR PITTS
LICENSE
No. 98601
STATE OF
FLORIDA
PROFESSIONAL ENGINEER
3/5/25

KHA PROJECT NUMBER:
013541047

DRAWN BY:	CHECKED BY:
WTB	DMF

SHEET TITLE:
OVERALL PARCEL PLAN

SHEET NUMBER:
C1

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Copyright Kimley-Horn and Associates, Inc., 2018

TOWER SETBACKS TO PROPERTY LINES (FROM TOWER CENTER)	
NORTH	84'-9"
SOUTH	22'-0"
EAST	32'-0"
WEST	473'-8"

COMPOUND SETBACK TABLE	
NORTH	63'-11"
SOUTH	2'-0"
EAST	2'-0"
WEST	443'-8"



1 / C1.1 OVERALL SITE PLAN

SCALE: 1" = 150'

NORTH

0 75 150 300

GRAPHIC SCALE: 1" = 150'

SURVEY NOTE:

1. DIAMOND COMMUNICATIONS STAFF SHALL COORDINATE WITH THE PROPERTY OWNER TO OBTAIN THE PROPER EASEMENT AGREEMENTS TO CONSTRUCT AND MAINTAIN EQUIPMENT IN AND AROUND THE TOWER COMPOUND.
2. PROPOSED COMPOUND LAYOUT BASED ON SURVEY PROVIDED BY POINT TO POINT LAND SURVEYORS DATED 01/20/2025.

Diamond Communications LLC

PROJECT INFORMATION:

SITE NAME:
HUNTERS RIDGE-FL391
SITE #: FL391

12760 FOX RIDGE DRIVE
BONITA SPRINGS, FL 34135
LEE COUNTY

PLANS PREPARED BY:

Kimley»Horn

11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

REV: DATE: ISSUED FOR: BY:

8			
7			
6			
5			
4			
3			
2			
1	02/25/24	CONSTRUCTION	ALP
0	03/05/25	CONSTRUCTION	ALP

LICENSER:

ANDREW LAMAR PITTS
LICENSE
No. 98601
STATE OF
FLORIDA
PROFESSIONAL ENGINEER
3/5/25

KHA PROJECT NUMBER:
013541047

DRAWN BY: WTB CHECKED BY: DMF

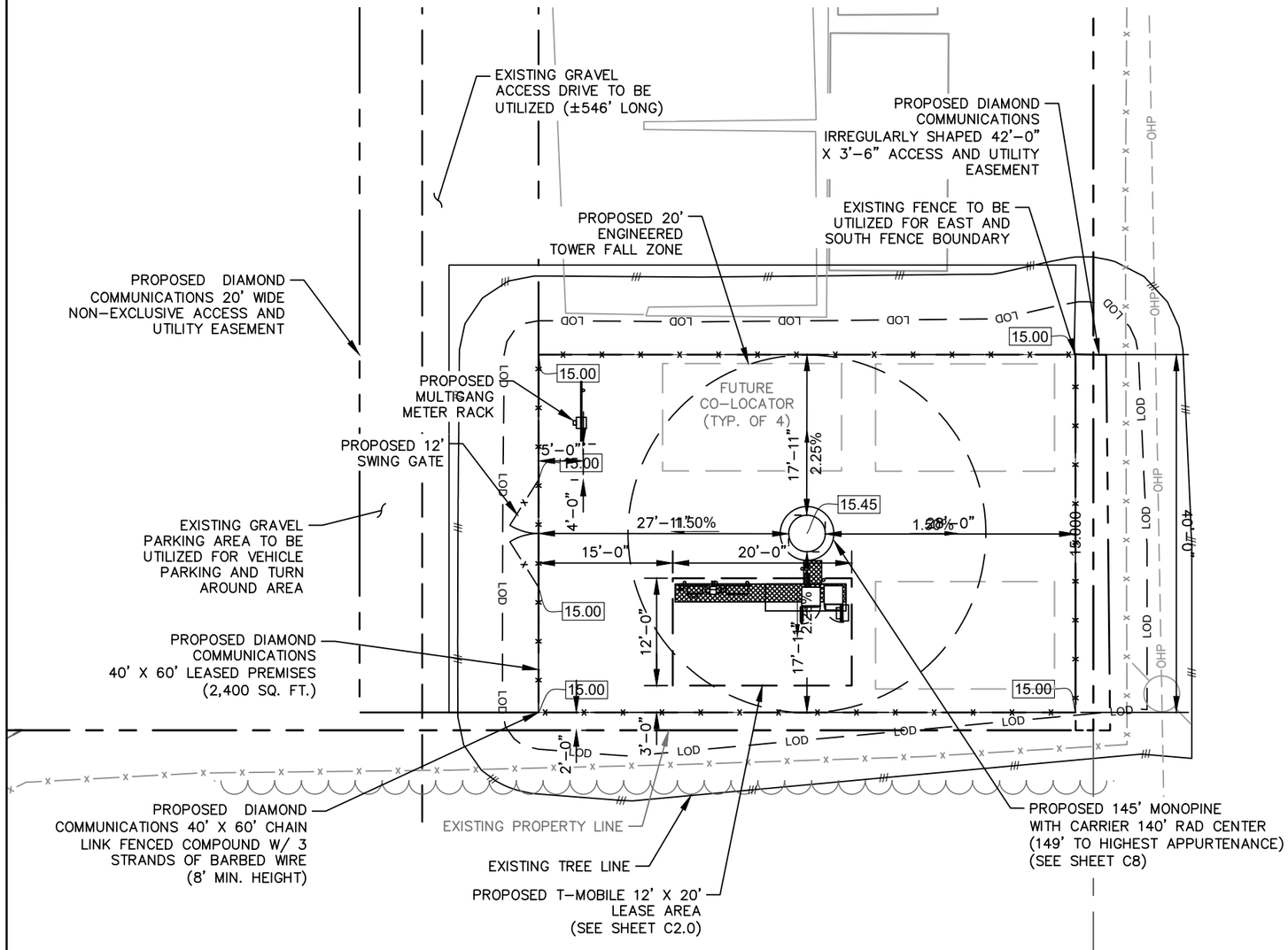
SHEET TITLE:
OVERALL SITE PLAN

SHEET NUMBER:
C1.1

K:\ATL_Wireless\Diamond Communications\Hunters Ridge - FL391\CAD\CD\DiamondComm-GB.dwg ---- 03/05/25 2:32 PM by: brian.atha

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Copyright Kimley-Horn and Associates, Inc., 2018



1 / C2 SITE PLAN

SCALE: 1" = 15'



SITE NOTES:

1. DIAMOND COMMUNICATIONS STAFF SHALL COORDINATE WITH THE PROPERTY OWNER TO OBTAIN THE PROPER EASEMENT AGREEMENTS TO CONSTRUCT AND MAINTAIN EQUIPMENT IN AND AROUND THE TOWER COMPOUND.
2. PROPOSED COMPOUND LAYOUT BASED ON SURVEY PROVIDED BY POINT TO POINT LAND SURVEYORS DATED 01/20/2025.
3. TOWER DIMENSIONS SHOWN ON THIS PLAN ARE FOR TOWER CENTER LOCATION. CONTRACTOR TO OBTAIN COPY OF TOWER ERECTION DRAWINGS FROM DIAMOND COMMUNICATIONS CONSTRUCTION MANAGER PRIOR TO DRILLING TOWER FOUNDATIONS. CASSIONS AND TOWER SHOWN ON THIS PLAN ARE ILLUSTRATIVE, SEE DESIGN DRAWING BY OTHERS. DO NOT SCALE.
4. SITE IS LOCATED WITHIN FEMA FLOOD MAP AREA 12071C0678F DATED 08/28/2008 WITHIN FLOOD ZONE X.

Diamond Communications LLC

PROJECT INFORMATION:

SITE NAME:
HUNTERS RIDGE-FL391
SITE #: FL391
12760 FOX RIDGE DRIVE
BONITA SPRINGS, FL 34135
LEE COUNTY

PLANS PREPARED BY:

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

REV: | DATE: | ISSUED FOR: | BY:

8			
7			
6			
5			
4			
3			
2			
1	02/25/24	CONSTRUCTION	ALP
0	03/05/25	CONSTRUCTION	ALP

LICENSER:

ANDREW LAMAR PITTS LICENSE No. 98601 STATE OF FLORIDA PROFESSIONAL ENGINEER
3/5/25

KHA PROJECT NUMBER:
013541047

DRAWN BY:	CHECKED BY:
WTB	DMF

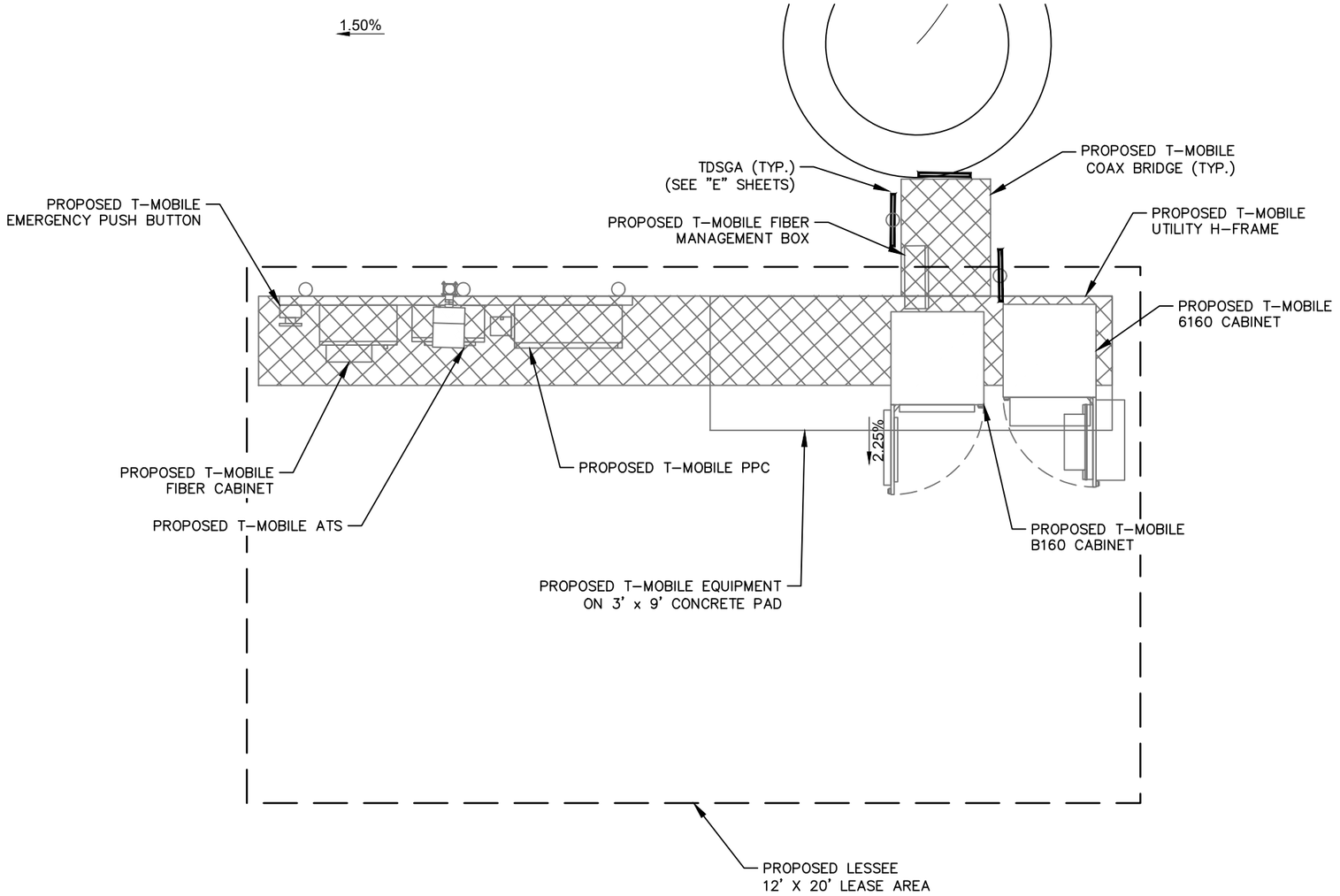
SHEET TITLE:
SITE PLAN

SHEET NUMBER:
C2

K:\ATL_Wireless\Diamond Communications\Hunters Ridge - FL391\CAD\CD\DiamondComm-GB.dwg ----- 03/05/25 2:32 PM by: brian.otha

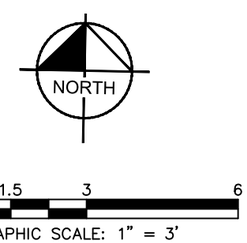
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Copyright Kimley-Horn and Associates, Inc., 2018



1 / C2.0 EQUIPMENT PLAN

SCALE: 1" = 3'



This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Copyright Kimley-Horn and Associates, Inc., 2018

K:\ATL_Wireless\Diamond Communications\Hunters Ridge - FL391\CAD\CD\DiamondComm-GB.dwg ---- 03/05/25 2:33 PM by: brian.atha

Diamond Communications LLC

PROJECT INFORMATION:

SITE NAME:
HUNTERS RIDGE-FL391
SITE #: FL391

12760 FOX RIDGE DRIVE
BONITA SPRINGS, FL 34135
LEE COUNTY

PLANS PREPARED BY:

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

REV: DATE: ISSUED FOR: BY:

8			
7			
6			
5			
4			
3			
2			
1	02/25/24	CONSTRUCTION	ALP
0	03/05/25	CONSTRUCTION	ALP

LICENSER:

ANDREW LAMAR PITTS
LICENSE
No. 98601
STATE OF
FLORIDA
PROFESSIONAL ENGINEER
3/5/25

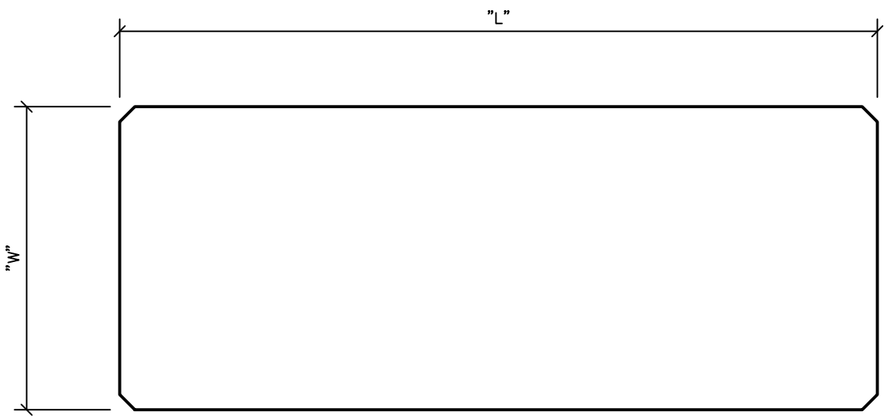
KHA PROJECT NUMBER:
013541047

DRAWN BY: WTB CHECKED BY: DMF

SHEET TITLE:
EQUIPMENT PLAN

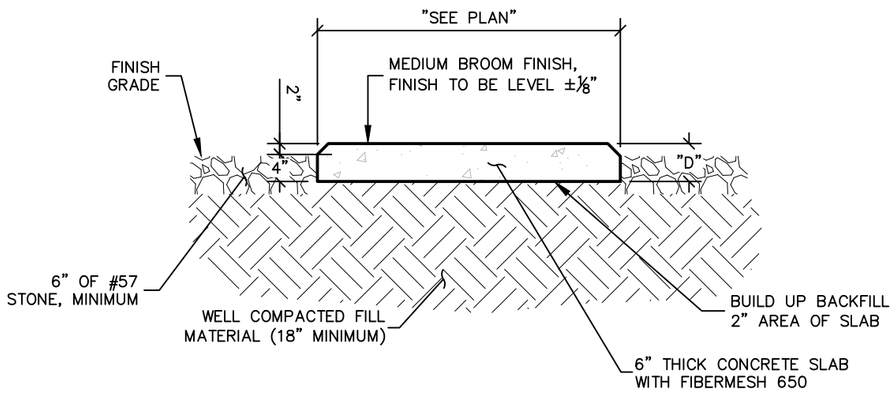
SHEET NUMBER:
C2.0

CONCRETE PAD SCHEDULE				
PAD TYPE	"L"	"W"	"D"	REINFORCEMENT
EQUIPMENT PAD	9'-0"	3'-0"	6"	SEE DETAIL 2/C6



1 C2.1 CONCRETE PAD PLAN

NOT TO SCALE



2 C2.1 CONCRETE PAD FOUNDATION SECTION

NOT TO SCALE

Diamond Communications LLC

PROJECT INFORMATION:

SITE NAME:
HUNTERS RIDGE-FL391
SITE #: FL391
12760 FOX RIDGE DRIVE
BONITA SPRINGS, FL 34135
LEE COUNTY

PLANS PREPARED BY:

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

REV: DATE: ISSUED FOR: BY:

8			
7			
6			
5			
4			
3			
2			
1	02/25/24	CONSTRUCTION	ALP
0	03/05/25	CONSTRUCTION	ALP

LICENSER:

ANDREW LAMAR PITTS LICENSE No. 98601 STATE OF FLORIDA PROFESSIONAL ENGINEER
3/5/25

KHA PROJECT NUMBER:
013541047

DRAWN BY:	CHECKED BY:
WTB	DMF

SHEET TITLE:
CONCRETE FOUNDATION DETAILS

SHEET NUMBER:
C2.1

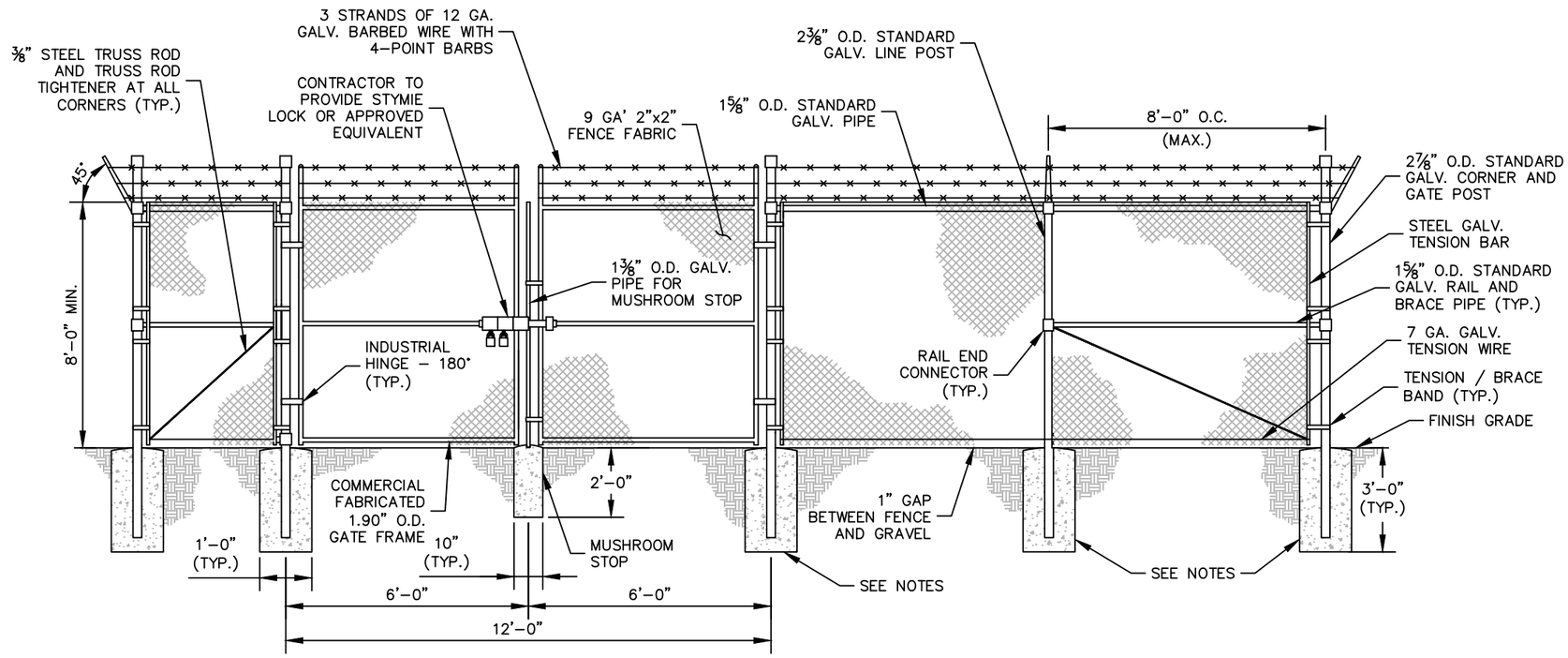
K:\ATL_Wireless\Diamond Communications\Hunters Ridge - FL391\CAD\CD\DiamondComm-GB.dwg ---- 03/05/25 2:33 PM by: brian.atha

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Copyright Kimley-Horn and Associates, Inc., 2018

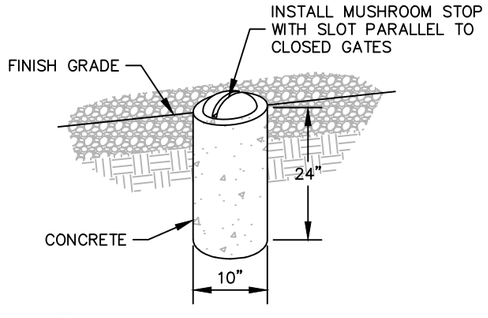
FENCE NOTES:

1. USE 3,000–PSI CONCRETE, FULLY CONSOLIDATED AROUND THE POST.
2. WHERE THE POST IS SET IN ROCK OR CONCRETE, CORE A HOLE 12" DEEP AND 1" LARGER IN DIAMETER THAN THE POST. SET THE POST AND GROUT IN PLACE USING NON–SHRINK GROUT.
3. ALL POSTS MUST BE PLUMB AND ALIGNED WITH ONE ANOTHER IN BOTH HORIZONTAL AND VERTICAL PLANES.
4. CORNERS AND GATEPOSTS FOR CHAIN LINK FENCES SHALL EXTEND ABOVE THE TOP STRAND OF BARBED WIRE TO PROVIDE TENSIONING FOR THE BARBED WIRE.
5. PROVIDE MIDRAILS AND BRACING AT ALL CORNER POSTS WHERE THE FENCE CHANGES DIRECTION BY MORE THAN 30 DEGREES.
6. THE GRADE OF THE SITE AND INSTALLATION OF THE FENCE SHALL PROVIDE FOR NO MORE THAN A 1" GAP BETWEEN THE BOTTOM OF THE FENCE MATERIAL AND FINISH GRADE.
7. CONTRACTOR SHALL PROVIDE HOLD OPEN DEVICES FOR ALL GATES AT THE SPECIFIED OPEN POSITIONS, DRIVEN PIPE TYPE RECEIVERS ARE NOT AUTHORIZED.
8. CONTRACTOR SHALL ALSO PROVIDE A MUSHROOM TYPE RECEIVER AT THE CLOSE POSITION.



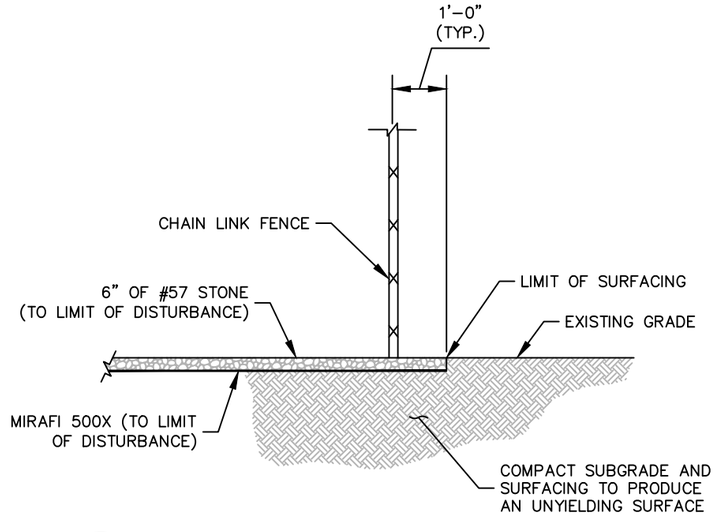
1/C3 CHAIN LINK FENCE AND GATE ELEVATION

NOT TO SCALE



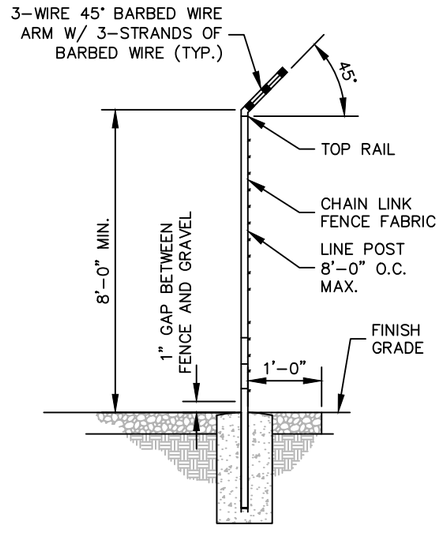
2/C3 MUSHROOM STOP

NOT TO SCALE



3/C3 SITE COMPOUND SURFACE DETAIL

NOT TO SCALE



4/C3 SECTION AT FENCE

NOT TO SCALE

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley–Horn and Associates, Inc. shall be without liability to Kimley–Horn and Associates, Inc.

Copyright Kimley–Horn and Associates, Inc., 2018

K:\ATL_Wireless\Diamond Communications\Hunters Ridge – FL391\CAD\CD\DiamondComm–GB.dwg ----- 03/05/25 2:33 PM by: brian.otha

Diamond Communications LLC

PROJECT INFORMATION:

SITE NAME:
HUNTERS RIDGE-FL391
SITE #: FL391
12760 FOX RIDGE DRIVE
BONITA SPRINGS, FL 34135
LEE COUNTY

PLANS PREPARED BY:

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770–619–4280
WWW.KIMLEY–HORN.COM

REV: | DATE: | ISSUED FOR: | BY:

8			
7			
6			
5			
4			
3			
2			
1	02/25/24	CONSTRUCTION	ALP
0	03/05/25	CONSTRUCTION	ALP

LICENSER:

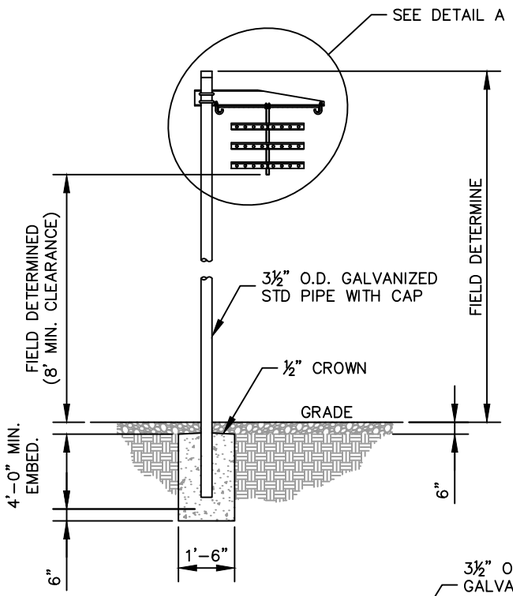
ANDREW LAMAR PITTS LICENSE No. 98601 STATE OF FLORIDA PROFESSIONAL ENGINEER
3/5/25

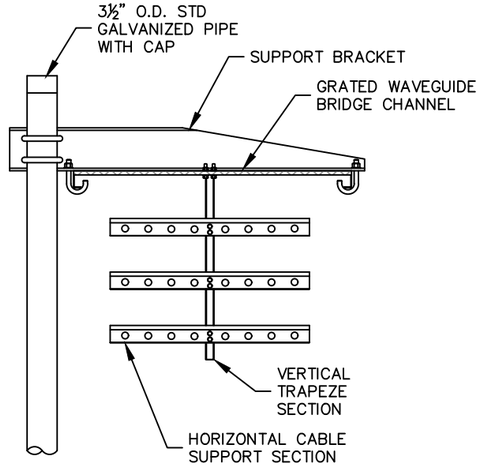
KHA PROJECT NUMBER:
013541047

DRAWN BY:	CHECKED BY:
WTB	DMF

SHEET TITLE:
FENCE, GATE, AND COMPOUND DETAILS

SHEET NUMBER:
C3



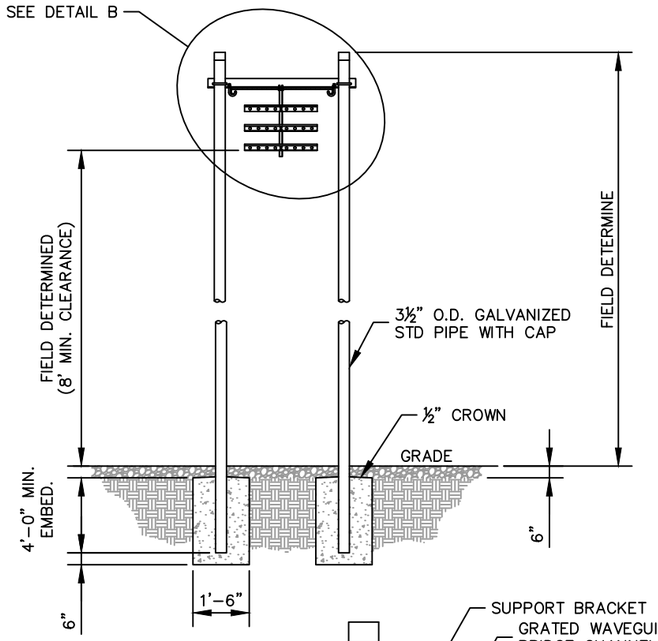


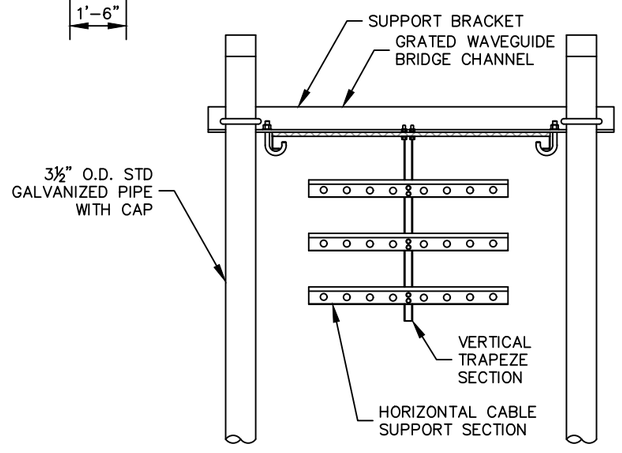
DETAIL A

ANDREW 1 POST WAVEGUIDE BRIDGE KIT (PART #: WB-K210-B15, OR APPROVED EQUIVALENT)

NOTE:

1. ALL MATERIALS FURNISHED BY CONTRACTOR UNLESS OTHERWISE NOTED.





DETAIL B

ANDREW 2 POST WAVEGUIDE BRIDGE KIT (PART #: WB-K410-B15, OR APPROVED EQUIVALENT)

NOTE:

1. ALL MATERIALS FURNISHED BY CONTRACTOR UNLESS OTHERWISE NOTED.

1 C3.1 WAVEGUIDE BRIDGE DETAIL

NOT TO SCALE

2 C3.1 WAVEGUIDE BRIDGE DETAIL (ALT DESIGN - 2 PIPE COLUMNS)

NOT TO SCALE

Diamond Communications LLC

PROJECT INFORMATION:

SITE NAME:
HUNTERS RIDGE-FL391
SITE #: FL391
12760 FOX RIDGE DRIVE
BONITA SPRINGS, FL 34135
LEE COUNTY

PLANS PREPARED BY:

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

REV: | DATE: | ISSUED FOR: | BY:

8			
7			
6			
5			
4			
3			
2			
1	02/25/24	CONSTRUCTION	ALP
0	03/05/25	CONSTRUCTION	ALP

LICENSER:

ANDREW LAMAR PITTS
LICENSE
No. 98601
STATE OF
FLORIDA
PROFESSIONAL ENGINEER
3/5/25

KHA PROJECT NUMBER:
013541047

DRAWN BY:	CHECKED BY:
WTB	DMF

SHEET TITLE:
ICE BRIDGE DETAILS

SHEET NUMBER:
C3.1

K:\ATL_Wireless\Diamond Communications\Hunters Ridge - FL391\CAD\CD\DiamondComm-GB.dwg ----- 03/05/25 2:33 PM by: brian.atha

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Copyright Kimley-Horn and Associates, Inc., 2018

NOTE:
CURRENT DESIGN ANTICIPATES APPROXIMATELY 3,338± SQ. FT. (0.076) ACRES) OF CLEARING AND GRADING FOR THE PROPOSED PROJECT. IF ADDITIONAL CLEARING IS REQUIRED BEYOND WHAT IS SHOWN IN THE PLANS THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND/OR PROJECT MANAGER. IF DURING THE BID WALK OR CONSTRUCTION IT IS DETERMINED THAT MORE THAN (1) ACRE OF LAND IS TO BE DISTURBED FOR CONSTRUCTION AN EROSION AND SEDIMENTATION CONTROL PLAN MUST BE FILED 30 DAYS PRIOR TO CONSTRUCTION.

GRADING NOTES:

1. THE CONTRACTOR SHALL CLEAR AND GRUB THE SITE AND PLACE, COMPACT, AND MOISTURE CONDITION ALL FILL PER THE PROJECT GEOTECHNICAL ENGINEERS SPECIFICATIONS. FILL MATERIAL SHALL BE APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO PLACEMENT.
2. ALL PROPOSED CONTOURS AND SPOT ELEVATIONS REFLECT FINISHED GRADES.
3. CONTRACTOR SHALL BLEND EARTHWORK SMOOTHLY TO TRANSITION BACK TO EXISTING GRADE.
4. PORTIONS OF THE SITE NOT SPECIFICALLY MENTIONED WITHIN THE GEOTECHNICAL REPORT SHALL BE COMPACTED TO 95 PERCENT OF THE MATERIALS MAXIMUM DRY DENSITY WITHIN 3 PERCENT OF OPTIMUM MOISTURE CONTENT.
5. FILL SHALL BE PLACED IN MAXIMUM 8 INCH LOOSE LIFTS.
6. UNDISTURBED AREAS WITHIN 30' INGRESS/EGRESS EASEMENT NOT NEEDED FOR UTILITY ROUTING TO BE LEFT UNDISTURBED.
7. GROUND WATER SHOULD BE REASONABLY EXPECTED. ANY DE-WATERING OR MOISTURE CONDITIONING IS THE RESPONSIBILITY OF THE CONTRACTOR AND SHOULD BE INCLUDED IN THE CONTRACT PRICE.
8. SEED ALL DISTURBED AREAS NOT TOPPED WITH GRAVEL PER SEEDING SCHEDULE ON DETAIL ON SHEET C9.
9. MAXIMUM CUT SLOPE = 2H:1V UNLESS OTHERWISE NOTED.
10. MAXIMUM FILL SLOPE = 3H:1V UNLESS OTHERWISE NOTED.

LEGEND

EXISTING CONTOURS

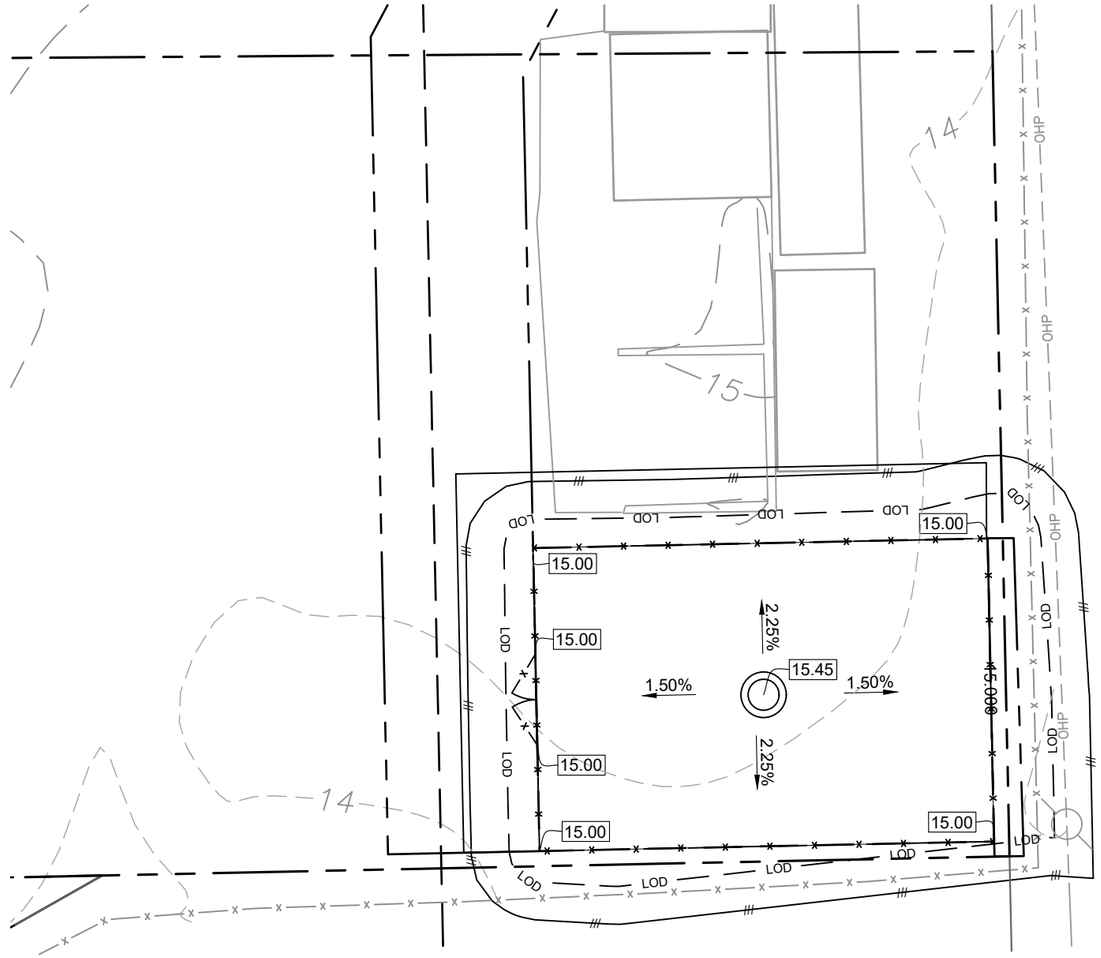
PROPOSED CONTOURS

LOD/SILT FENCE — LOD

TPF — TPF — TPF

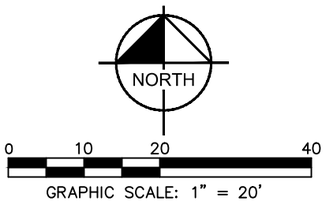
EXISTING SPOT ELEVATION x XXX

PROPOSED SPOT ELEVATION ● XXX



1 / C4 GRADING & EROSION CONTROL PLAN

SCALE: 1" = 20'



GRAPHIC SCALE: 1" = 20'

Diamond Communications LLC

PROJECT INFORMATION:

SITE NAME:
HUNTERS RIDGE-FL391
SITE #: FL391
12760 FOX RIDGE DRIVE
BONITA SPRINGS, FL 34135
LEE COUNTY

PLANS PREPARED BY:

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

REV: DATE: ISSUED FOR: BY:

8			
7			
6			
5			
4			
3			
2			
1	02/25/24	CONSTRUCTION	ALP
0	03/05/25	CONSTRUCTION	ALP

LICENSER:

ANDREW LAMAR PITTS LICENSE No. 98601 STATE OF FLORIDA PROFESSIONAL ENGINEER
3/5/25

KHA PROJECT NUMBER:
013541047

DRAWN BY:	CHECKED BY:
WTB	DMF

SHEET TITLE:
GRADING AND EROSION CONTROL PLAN

SHEET NUMBER:
C4

K:\ATL_Wireless\Diamond Communications\Hunters Ridge - FL391\CAD\CD\DiamondComm-GB.dwg ---- 03/05/25 2:33 PM by: brian.otha

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Copyright Kimley-Horn and Associates, Inc., 2018

EROSION CONTROL NOTES:

1. EROSION CONTROLS SHALL BE INSTALLED PRIOR TO CONSTRUCTION AND SHALL BE ADEQUATE TO MAINTAIN SEDIMENT ON SITE.
2. ALL EXCAVATED SOILS NOT NEEDED ON SITE FOR BACKFILL OPERATIONS SHALL BECOME PROPERTY OF THE CONTRACTOR AND SHALL BE TAKEN OFF SITE AND LEGALLY DISPOSED OF.
3. SOIL REMAINING ON SITE SHALL HAVE SILT FENCE TIGHTLY PLACED AROUND THE ENTIRE CIRCUMFERENCE OF THE PILE.
4. PROVIDE EROSION CONTROLS AS NECESSARY TO PREVENT EXISTING SOILS FROM DRAINING OFF SITE OR INTO EXISTING DRAINAGE STRUCTURES.
5. ERECTION OF EROSION CONTROLS SHALL BE IN ACCORDANCE WITH STATE AND LOCAL EROSION CONTROL REGULATIONS.

SEEDING SCHEDULE FOR WINTER / SPRING CONSTRUCTION ACTIVITIES

SEEDING MIXTURE

Species	Rate (lb/acre)
Rye (grain)	120
Annual lespedeza (Kobe in Piedmont and Coastal Plain, Korean in Mountains)	50

Omit annual lespedeza when duration of temporary cover is not to extend beyond June.

SEEDING DATES

Mountains-- Above 2500 ft: Feb 15 – May 15
Below 2500 ft.: feb. 1 – May 1
Piedmont--Jan. 1 – May 1
Coastal Plain--Dec. 1 – Apr. 15

SOIL AMENDMENTS

Follow recommendations of soil tests or apply 2,000 lb/acre ground agricultural limestone and 750 lb/acre 10–10–10 fertilizer.

MULCH

Apply 4,000 lb/acre straw. Anchor straw by tacking with asphalt, netting, or a mulch anchoring tool. A disk with blades set nearly straight can be used as a mulch anchoring tool.

MAINTENANCE

Refertilize if growth is not fully adequate. Reseed, refertilize and mulch immediately following erosion or other damage.

SEEDING SCHEDULE FOR SUMMER CONSTRUCTION ACTIVITIES

SEEDING MIXTURE

Species	Rate (lb/acre)
Common Bermudagrass	40–80 (1–2 lb/1,000 sq. ft.)

SEEDING DATES

Coastal Plain--Apr. 1 – July
Piedmont--Apr. 15 – June 30

SOIL AMENDMENTS

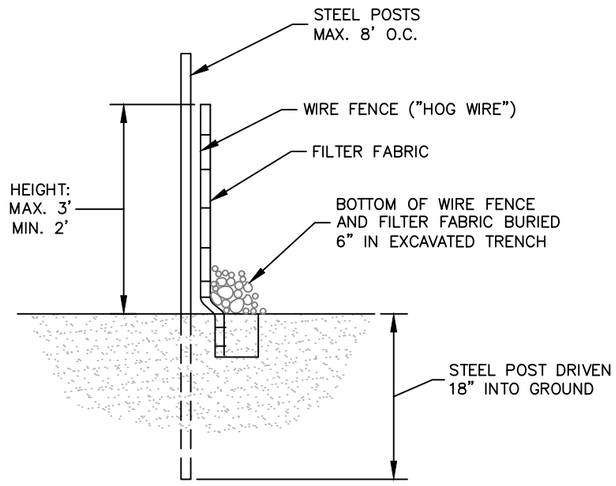
Apply lime and fertilizer according to soil tests, or apply 3,000 lb/acre ground agricultural limestone and 500 lb/acre 10–10–10 fertilizer.

MULCH

Use jute, excelsior matting, or other effective channel lining material to cover the bottom of channels and ditches. The lining should extend above the highest calculated depth of flow. On channel side slopes above this height, and in drainages not requiring temporary lining, apply 4,000 lb/acre grain straw and anchor straw by stapling netting over the top.

MAINTENANCE

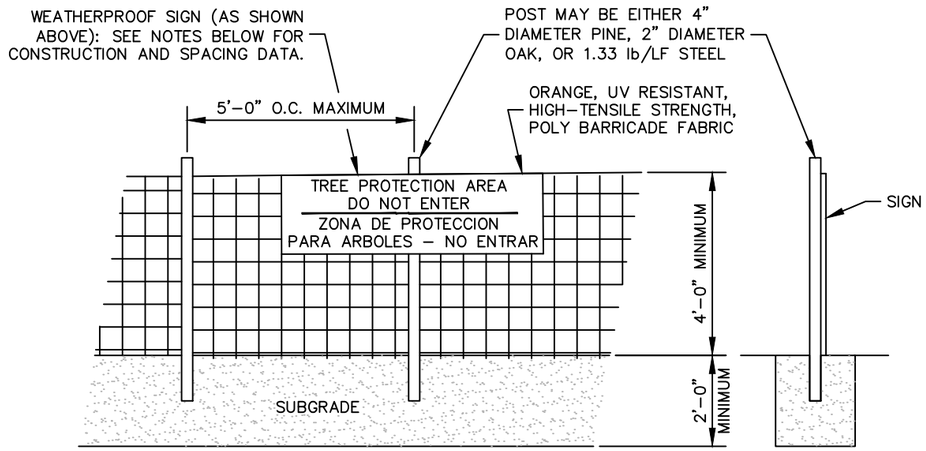
A minimum of 3 weeks is required for establishment. Inspect and repair mulch frequently. Refertilize the following Apr. with 50 lb/acre nitrogen.



SECTION

1 / C5 SEDIMENT FENCE (SILT FENCE)

NOT TO SCALE



NOTES
INSTALL TREE PROTECTION FENCE AND SIGNAGE PRIOR TO CALLING FOR SITE INSPECTION. MAINTAIN TREE PROTECTION FENCE THROUGHOUT DURATION OF PROJECT. ADDITIONAL SIGNS MAY BE REQUIRED BASED ON ACTUAL FIELD CONDITIONS.

2 / C5 TREE PROTECTION FENCE

NOT TO SCALE

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Copyright Kimley-Horn and Associates, Inc., 2018

K:\ATL_Wireless\Diamond Communications\Hunters Ridge – FL391\CAD\CD\DiamondComm-GB.dwg ---- 03/05/25 2:34 PM by: brian.atha

Diamond Communications LLC

PROJECT INFORMATION:

SITE NAME:
HUNTERS RIDGE-FL391
SITE #: FL391
12760 FOX RIDGE DRIVE
BONITA SPRINGS, FL 34135
LEE COUNTY

PLANS PREPARED BY:

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

REV: DATE: ISSUED FOR: BY:

8			
7			
6			
5			
4			
3			
2			
1	02/25/24	CONSTRUCTION	ALP
0	03/05/25	CONSTRUCTION	ALP

LICENSER:

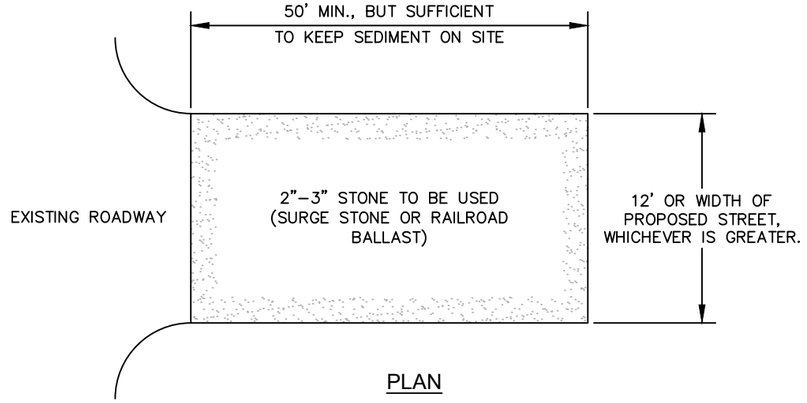
ANDREW LAMAR PITTS LICENSE No. 98601 STATE OF FLORIDA PROFESSIONAL ENGINEER 3/5/25

KHA PROJECT NUMBER:
013541047

DRAWN BY: WTB CHECKED BY: DMF

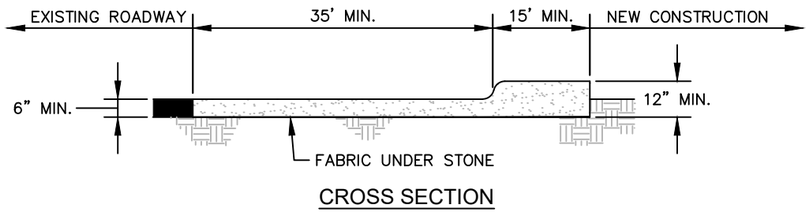
SHEET TITLE:
GRADING AND EROSION CONTROL DETAILS

SHEET NUMBER:
C5



PLAN

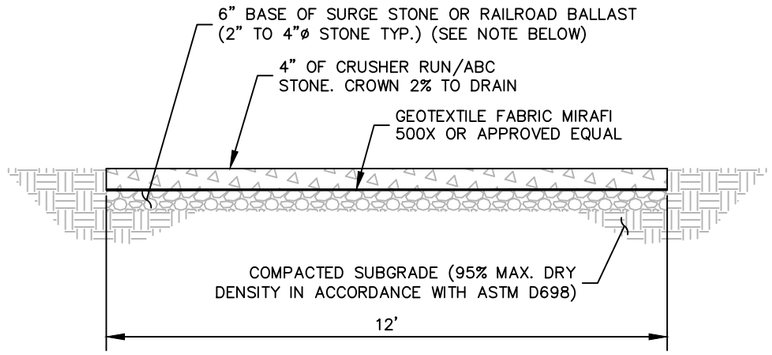
NOTES:
1. PUT SILT FENCE OR TREE PROTECTION FENCE UP TO ENSURE CONSTRUCTION ENTRANCE IS USED.
2. IF CONSTRUCTION ON THE SITES ARE SUCH THAT THE MUD IS NOT REMOVED BY THE VEHICLE TRAVELING OVER THE STONE, THEN THE TIRES OF THE VEHICLES MUST BE WASHED BEFORE ENTERING THE PUBLIC ROAD.
3. IF A PROJECT CONTINUES TO PULL MUD AND DEBRIS ON TO THE PUBLIC ROAD, THE GOVERNING AUTHORITY WILL CLEAN THE AREA AND INVOICE THE FINANCIALLY RESPONSIBLE PERSON AS INDICATED ON THE FINANCIAL RESPONSIBILITY FORM.



CROSS SECTION

1 / C6 CONSTRUCTION ENTRANCE

NOT TO SCALE



NOTE:
IF DETERMINED NECESSARY DURING GRADING AND CONSTRUCTION OF THE ACCESS ROAD BY THE DIAMOND COMMUNICATIONS PROJECT MANAGER, THE CONTRACTOR SHALL INSTALL 6" BASE OF SURGE STONE OR RAILROAD BALLAST (2" TO 4"ø STONE TYP.)

2 / C6 STANDARD ACCESS ROAD AND TURN-AROUND DETAIL

NOT TO SCALE

Diamond Communications LLC

PROJECT INFORMATION:

SITE NAME:
HUNTERS RIDGE-FL391
SITE #: FL391
12760 FOX RIDGE DRIVE
BONITA SPRINGS, FL 34135
LEE COUNTY

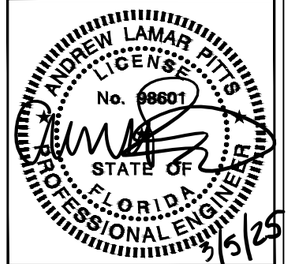
PLANS PREPARED BY:

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

REV: | DATE: | ISSUED FOR: | BY:

8			
7			
6			
5			
4			
3			
2			
1	02/25/24	CONSTRUCTION	ALP
0	03/05/25	CONSTRUCTION	ALP

LICENSER:



KHA PROJECT NUMBER: 013541047

DRAWN BY: WTB | CHECKED BY: DMF

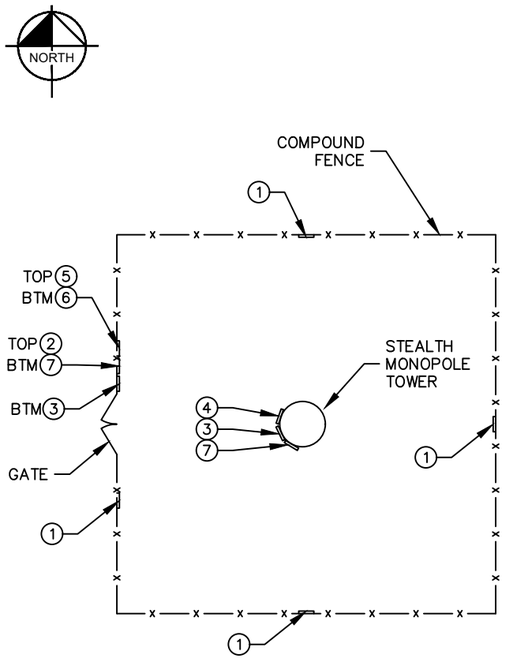
SHEET TITLE: ACCESS ROAD DETAILS

SHEET NUMBER: C6

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Copyright Kimley-Horn and Associates, Inc., 2018

K:\ATL_Wireless\Diamond Communications\Hunters Ridge – FL391\CAD\CD\DiamondComm-GB.dwg ---- 03/05/25 2:34 PM by: brian.otha



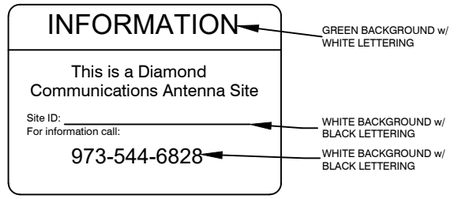
1 / C7 SIGN PLACEMENT PLAN VIEW

NOT TO SCALE



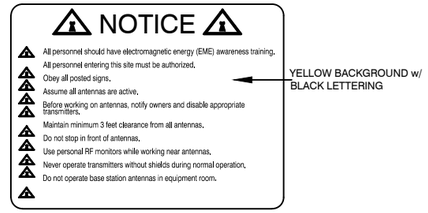
① NO-TRESPASSING SIGN

18" HIGH X 24" WIDE
(OPERATIONS PROVIDED)



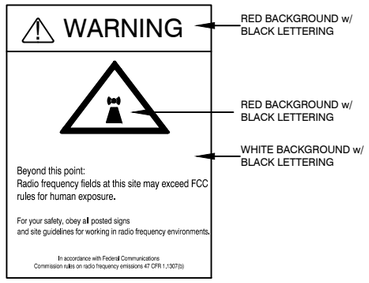
② DIAMOND COMMUNICATIONS - SITE ID SIGN

15" HIGH X 23" WIDE
(OPERATIONS PROVIDED)



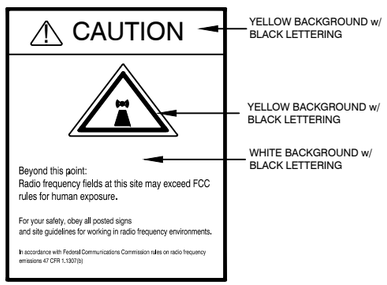
③ NOTICE-RFE SIGN

12" HIGH X 18" WIDE
(OPERATIONS PROVIDED)



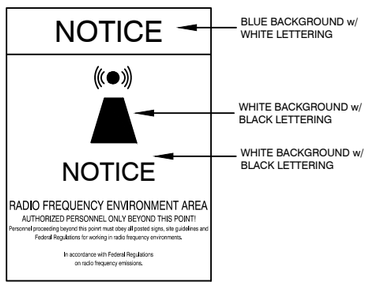
④ WARNING-RF SIGN (RED)

12" WIDE X 18" HIGH



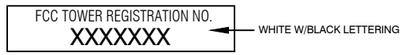
⑤ CAUTION-RF SIGN (YELLOW)

12" WIDE X 18" HIGH



⑥ NOTICE-RF SIGN (BLUE)

12" WIDE X 18" HIGH

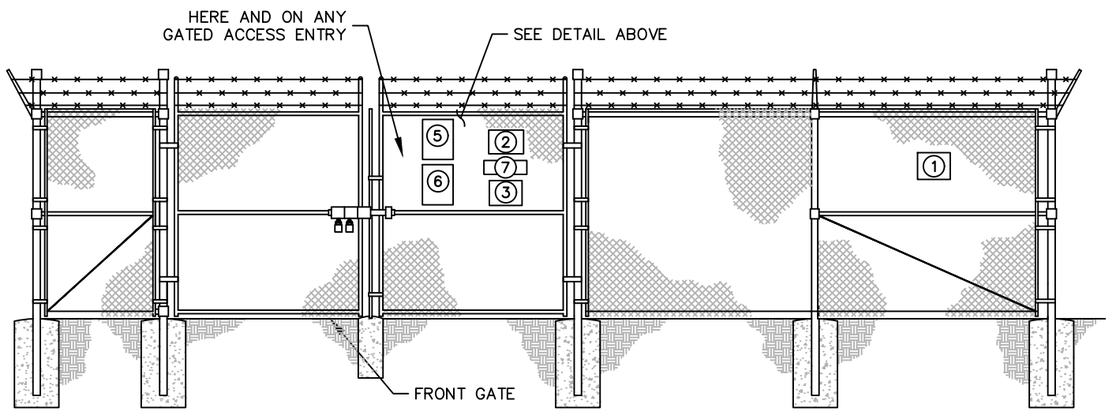


⑦ FCC REGISTRATION SIGN

20 WIDE X 4" HIGH

2 / C7 TYPICAL SIGNS AND SPECIFICATIONS

NOT TO SCALE



3 / C7 SIGN PLACEMENT FRONT GATE VIEW

NOT TO SCALE

SIGNAGE NOTES:

1. SIGNS SHALL BE FABRICATED FROM CORROSION RESISTANT PRESSED METAL, AND PAINTED WITH LONG LASTING UV RESISTANT COATINGS.
2. SIGNS (EXCEPT WHERE NOTED OTHERWISE) SHALL BE MOUNTED TO THE TOWER, GATE, AND FENCE USING A MINIMUM OF 9 GAUGE ALUMINUM WIRE, HOG RINGS (AS UTILIZED IN FENCE INSTALLATIONS) OR BRACKETS WHERE NECESSARY. BRACKETS SHALL BE OF SIMILAR METAL AS THE STRUCTURE TO AVOID GALVANIC CORROSION.

Diamond Communications LLC

PROJECT INFORMATION:

SITE NAME:
HUNTERS RIDGE-FL391
SITE #: FL391
12760 FOX RIDGE DRIVE
BONITA SPRINGS, FL 34135
LEE COUNTY

PLANS PREPARED BY:

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

REV: | DATE: | ISSUED FOR: | BY:

8			
7			
6			
5			
4			
3			
2			
1	02/25/24	CONSTRUCTION	ALP
0	03/05/25	CONSTRUCTION	ALP

LICENSER:

ANDREW LAMAR PITTS LICENSE No. 98601 STATE OF FLORIDA PROFESSIONAL ENGINEER
3/5/25

KHA PROJECT NUMBER:
013541047

DRAWN BY: WTB | CHECKED BY: DMF

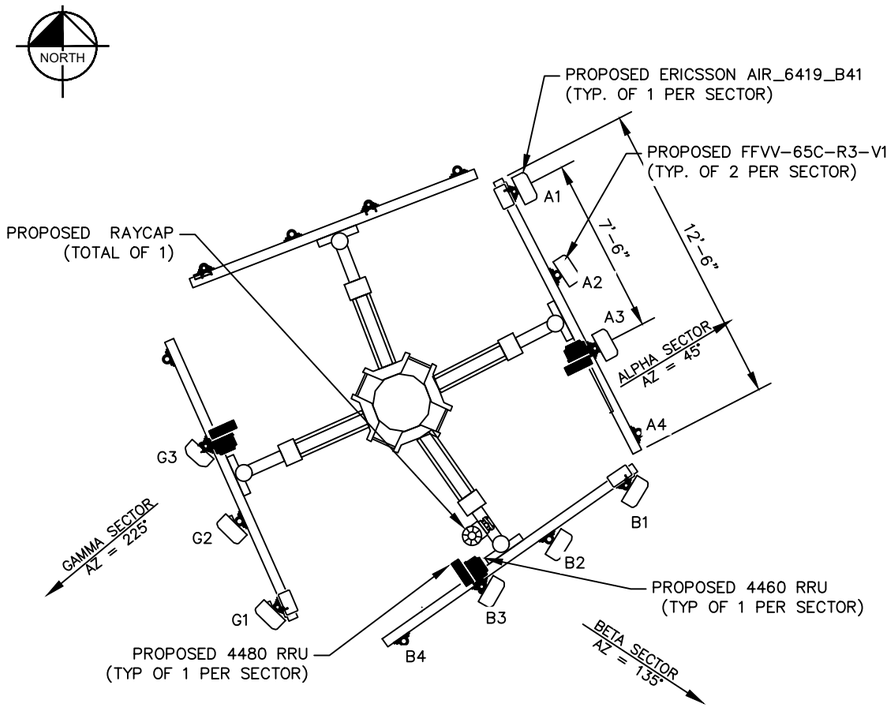
SHEET TITLE:
SITE SIGNAGE DETAILS

SHEET NUMBER:
C7

K:\ATL_Wireless\Diamond Communications\Hunters Ridge - FL391\CAD\CD\DiamondComm-GB.dwg ---- 03/05/25 2:35 PM by: brian.atha

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Copyright Kimley-Horn and Associates, Inc., 2018



1 C8 ANTENNA ORIENTATION PLAN

SCALE: 1" = 6'

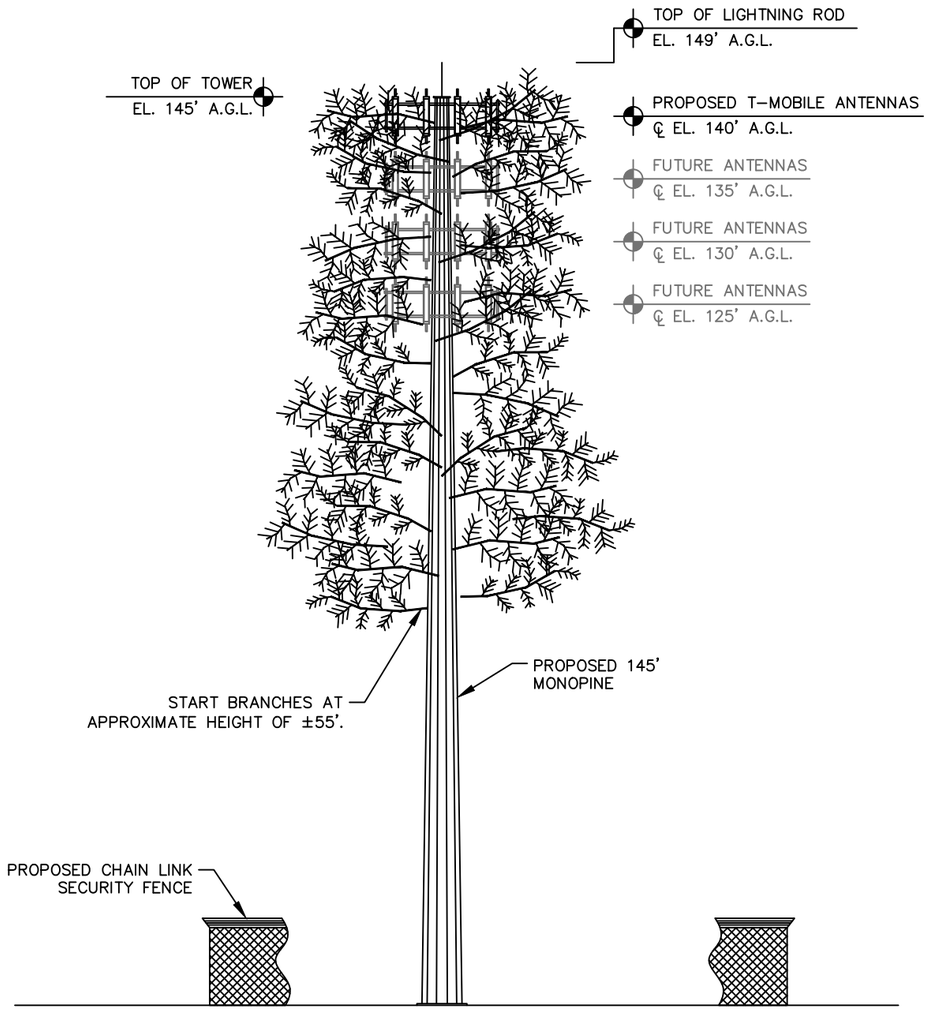
NOTES:

1. ALL INFORMATION ON THIS PAGE IS PROVIDED BY T-MOBILE AND/OR OTHERS AND IS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. CONTRACTOR SHALL CONTACT THE T-MOBILE CONSTRUCTION MANAGER PRIOR TO CONSTRUCTION FOR ALL DETAILED ANTENNA, COAX CABLE INFORMATION, AND ANTENNA MOUNT.

2. REFER TO STRUCTURAL ANALYSIS BY TOWER OWNER FOR ANALYSIS OF PROPOSED TOWER.

3. IT IS UNDERSTOOD THAT KIMLEY-HORN MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, FINDINGS, DESIGNS, RECOMMENDATIONS, SPECIFICATIONS, OPINION, OR PROFESSIONAL ADVICE RELATING TO THE STRUCTURAL ADEQUACY OF THE PROPOSED TOWER OR ATTACHMENT OF ANTENNAS OR OTHER APPURTENANCES.

4. SEE MOUNT APPENDICES FOR MOUNT DETAILS PROVIDED BY T-MOBILE CONSTRUCTION MANAGER. CONTRACTOR SHALL CONTACT THE AT&T CONSTRUCTION MANAGER PRIOR TO CONSTRUCTION FOR MOUNT INFORMATION.



2 C8 MONOPINE TOWER ELEVATION

NOT TO SCALE

NOTES:

1. ALL PROPOSED ATTACHMENTS TO TOWER BASED ON TOWER DESIGN DRAWINGS BY OTHERS (SEE GENERAL NOTE 1.07, SHEET N1).
2. THE TOWER ELEVATION SHOWN IS FOR REFERENCE ONLY.
3. PROPOSED TOWER WILL BE GALVANIZED STEEL-GRAY IN COLOR.

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Copyright Kimley-Horn and Associates, Inc., 2018

K:\ATL_Wireless\Diamond Communications\Hunters Ridge - FL391\CAD\CD\DiamondComm-GB.dwg ---- 03/05/25 2:35 PM by: brian.atha

Diamond Communications LLC

PROJECT INFORMATION:

SITE NAME:
HUNTERS RIDGE-FL391
SITE #: FL391
12760 FOX RIDGE DRIVE
BONITA SPRINGS, FL 34135
LEE COUNTY

PLANS PREPARED BY:

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

REV: DATE: ISSUED FOR: BY:

8			
7			
6			
5			
4			
3			
2			
1	02/25/24	CONSTRUCTION	ALP
0	03/05/25	CONSTRUCTION	ALP

LICENSER:

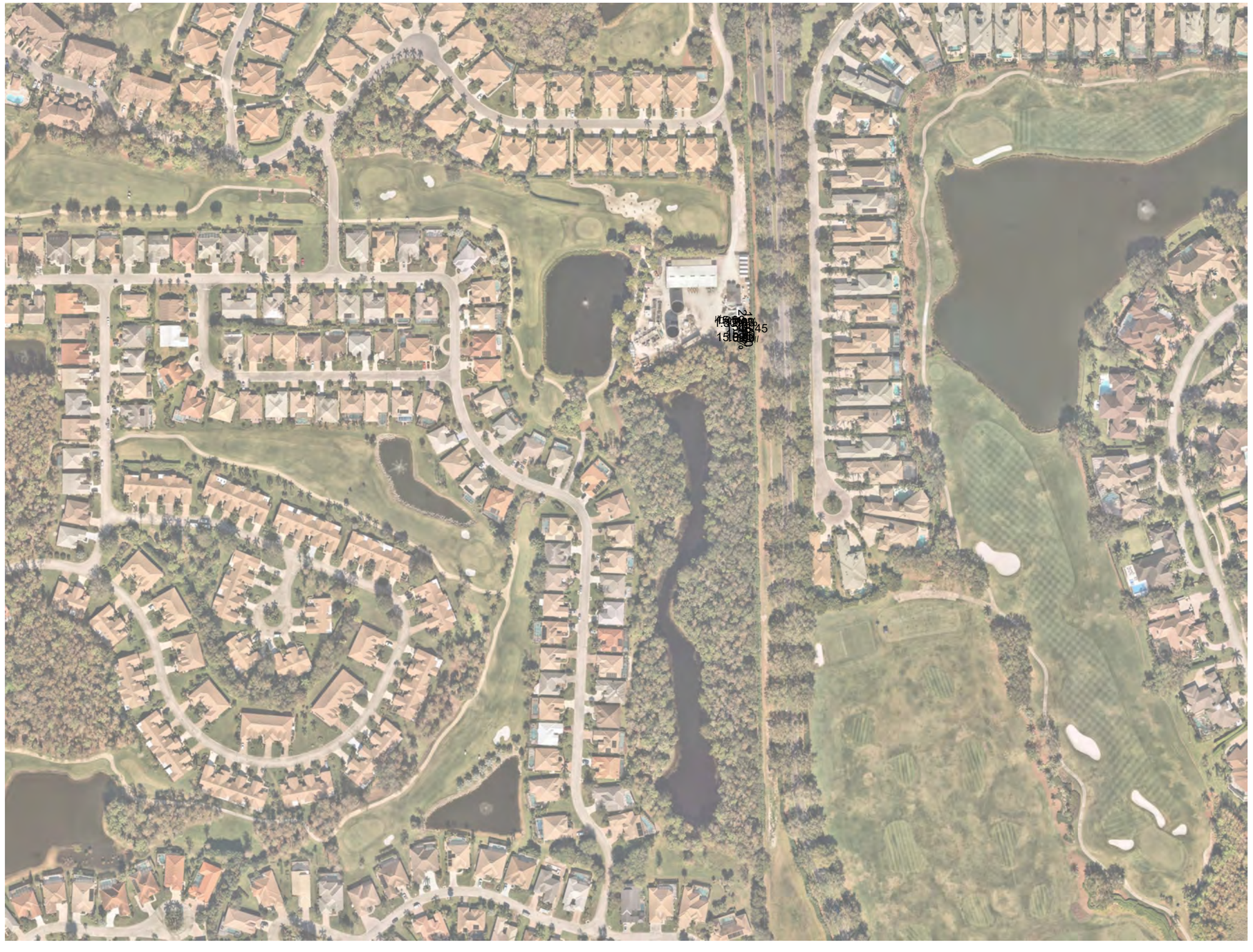
FOR ILLUSTRATIVE PURPOSES ONLY- NO SIGNATURE REQUIRED

KHA PROJECT NUMBER:
013541047

DRAWN BY:	CHECKED BY:
WTB	DMF

SHEET TITLE:
ANTENNA AND TOWER ELEVATION DETAILS

SHEET NUMBER:
C8



NOTE:
SURFACE WATERS AND WETLAND INFORMATION PROVIDED BY NATIONAL WETLANDS INVENTORY

1 / L1 LANDSCAPE/BUFFER PLAN

SCALE: 1" = 250'

NORTH

0 125 250 500

GRAPHIC SCALE: 1" = 250'

Diamond Communications LLC

PROJECT INFORMATION:

SITE NAME:
HUNTERS RIDGE-FL391
SITE #: FL391

12760 FOX RIDGE DRIVE
BONITA SPRINGS, FL 34135
LEE COUNTY

PLANS PREPARED BY:

Kimley»Horn

11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

REV: | DATE: | ISSUED FOR: | BY:

8			
7			
6			
5			
4			
3			
2			
1	02/25/24	CONSTRUCTION	ALP
0	03/05/25	CONSTRUCTION	ALP

LICENSER:

ANDREW LAMAR PITTS
LICENSE
No. 98601
STATE OF
FLORIDA
PROFESSIONAL ENGINEER
3/5/25

KHA PROJECT NUMBER:
013541047

DRAWN BY:	CHECKED BY:
WTB	DMF

SHEET TITLE:
LANDSCAPING & BUFFER PLAN

SHEET NUMBER:
L1

K:\ATL_Wireless\Diamond Communications\Hunters Ridge - FL391\CAD\CD\DiamondComm-GB.dwg ----- 03/05/25 2:35 PM by: brian.otha

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Copyright Kimley-Horn and Associates, Inc., 2018



NOTE:
10' WIDE NON-EXCLUSIVE LANDSCAPE BUFFER AREA TO NORTH AND WEST, TO BE USED IF PARENT PARCEL USE IS DISCONTINUED AND LOT CLEARED.

1/L2 LANDSCAPE/BUFFER PLAN

SCALE: 1" = 60'

NORTH

0 30 60 120

GRAPHIC SCALE: 1" = 60'

K:\ATL_Wireless\Diamond Communications\Hunters Ridge - FL391\CAD\CD\DiamondComm-GB.dwg ----- 03/05/25 2:35 PM by: brian.atha

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Diamond Communications LLC

PROJECT INFORMATION:

SITE NAME:
HUNTERS RIDGE-FL391
SITE #: FL391
12760 FOX RIDGE DRIVE
BONITA SPRINGS, FL 34135
LEE COUNTY

PLANS PREPARED BY:

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

REV: | DATE: | ISSUED FOR: | BY:

8			
7			
6			
5			
4			
3			
2			
1	02/25/24	CONSTRUCTION	ALP
0	03/05/25	CONSTRUCTION	ALP

LICENSER:

ANDREW LAMAR PITTS
LICENSE
No. 98601
STATE OF
FLORIDA
PROFESSIONAL ENGINEER
3/5/25

KHA PROJECT NUMBER:
013541047

DRAWN BY:	CHECKED BY:
WTB	DMF

SHEET TITLE:
LANDSCAPING & BUFFER PLAN

SHEET NUMBER:
L2

Copyright Kimley-Horn and Associates, Inc., 2018

ELECTRICAL NOTES

1.00 CODES, STANDARDS, & SPECIFICATIONS

1.01 IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT ALL MATERIALS AND LABOR RELATED DIRECTLY OR INDIRECTLY TO ALL ELECTRICAL WORK DOCUMENTED IN THESE DRAWINGS SHALL BE PROVIDED AND PERFORMED IN CONFORMANCE WITH ALL CURRENT GOVERNING CODES, STANDARDS, AND PROFESSIONAL STANDARD OF CARE TO INCLUDE THE AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM), UNDERWRITERS LABORATORY (UL), NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA), AMERICAN STANDARDS ASSOCIATION (ASA), NATIONAL FIRE PROTECTION ASSOCIATION (NFPA), AND THE NATIONAL ELECTRICAL CODE (NEC).

1.02 MATERIALS SHALL BE NEW AND SHALL CONFORM TO ALL APPLICABLE CURRENT GOVERNING STANDARDS ESTABLISHED FOR EACH ITEM BY ASTM, UL, NEMA, ASA, AND NFPA.

1.03 ALL ELECTRICAL WORK SHALL COMPLY WITH ALL APPLICABLE STATE, COUNTY, AND MUNICIPAL CODES AND ORDINANCES, AS WELL AS ALL CURRENT GOVERNING STANDARDS AND PRACTICES AS REQUIRED BY NEC, NEMA, ANSI, NFPA, UBC, UL, IEEE, AND THE LOCAL UTILITY COMPANY.

1.04 ALL ELECTRICAL GROUNDING SHALL COMPLY WITH THE CURRENT EDITION OF THE NEC.

1.05 CONTRACTOR SHALL MAINTAIN UL LISTED FIRE RATINGS AT ALL WALL PENETRATIONS.

1.06 CONTRACTOR SHALL MAINTAIN A MINIMUM CLEARANCE OF 36" IN FRONT OF ALL ELECTRICAL EQUIPMENT AS REQUIRED BY NEC. MINIMUM CLEARANCE SHALL BE OBSERVED FOR BOTH THE FRONT AND THE REAR OF THE METER H-FRAME RACK AND THE EQUIPMENT H-FRAME RACK.

2.00 GENERAL

2.01 CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS AND ASSOCIATED FEES RELATED TO THE PROJECT AND SHALL DELIVER A COPY OF ALL PERMITS TO THE DIAMOND COMMUNICATIONS REPRESENTATIVE.

2.02 CONTRACTOR SHALL SCHEDULE AND SHOULD ATTEND ALL INSPECTIONS REQUIRED BY THE JURISDICTION HAVING AUTHORITY.

2.03 CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, TOOLS, ACCESSORIES, ETC., FOR A COMPLETE WORKING ELECTRICAL INSTALLATION.

2.04 ALL WORK SHALL BE PERFORMED IN STRICT ACCORDANCE WITH APPLICABLE BUILDING CODES AND LOCAL ORDINANCES, INSTALLED IN A NEAT MANNER, AND SHALL BE SUBJECT TO APPROVAL BY THE ENGINEER.

2.05 CONTRACTOR SHALL PROTECT ADJACENT EQUIPMENT AND FINISHES FROM DAMAGE AND SHALL REPAIR TO ORIGINAL CONDITION ANY ITEMS DAMAGED AS A RESULT OF THE WORK.

2.06 CONTRACTOR SHALL REPAIR ANY LANDSCAPING DISTURBED DURING CONSTRUCTION.

2.07 IF CONDUIT RUNS HAVE MORE THAN THREE (3) CONSECUTIVE 90 DEGREE TURNS, THE CONTRACTOR SHALL INSTALL PULL BOXES AS REQUIRED BY NEC.

2.08 CONTRACTOR SHALL INDICATE THE LOCATION OF ALL CAPPED UNDERGROUND SPARE CONDUIT ON THE RECORD DRAWINGS SUBMITTED TO THE OWNER.

2.09 CONTRACTOR SHALL COORDINATE EXACT ROUTING OF CONDUIT WITH OWNER. ALL CONDUIT SHALL BE ROUTED WITHIN 3 FEET, EITHER SIDE, OF PERIMETER FENCING.

3.00 MATERIALS

3.01 ALL EQUIPMENT AND MATERIALS SHOWN SHALL BE CONSIDERED NEW UNLESS SPECIFICALLY NOTED OTHERWISE ON THE DRAWINGS.

3.02 FINAL CONNECTIONS OF EQUIPMENT SHALL BE PER MANUFACTURER'S APPROVED WIRING DIAGRAMS, DETAILS, AND INSTRUCTIONS. THE ELECTRICAL CONTRACTOR SHALL PROVIDE MATERIALS AND EQUIPMENT COMPATIBLE WITH EQUIPMENT SUPPLIED BY DIAMOND COMMUNICATIONS.

3.03 CONTRACTOR SHALL FIELD DETERMINE ACTUAL CONDUIT ROUTING AND SHALL OBTAIN APPROVAL FROM THE TOWER OWNER OF THE PROPOSED ROUTING PRIOR TO CONDUIT INSTALLATION.

3.04 ALL CONDUCTORS SHALL BE COPPER WITH THWN INSULATION AND ALL TERMINATIONS SHALL BE RATED FOR AT LEAST 75 DEGREES CELSIUS.

3.05 ALL NEUTRAL CONDUCTORS SHALL HAVE WHITE INSULATION. ALL GROUND CONDUCTORS SHALL HAVE GREEN INSULATION. COLOR TAPE IDENTIFICATION OF THESE CONDUCTORS IS NOT PERMITTED.

3.06 CONTRACTOR SHALL SEAL ALL CONDUITS ENTERING AN ENCLOSURE WITH CONDUIT SEALANT THAT IS COMPATIBLE WITH THE INSULATION OF THE CONDUCTORS IN THE CONDUIT.

3.07 CONDUIT RUNS SHALL HAVE A CONTINUOUS DOWNWARD SLOPE AWAY FROM ALL EQUIPMENT TO PREVENT WATER INFILTRATION.

3.08 ALL CONDUIT SHALL BE SCHEDULE 40 PVC UNLESS NOTED OTHERWISE ON THE PLANS. WHEN CONDUIT IS ROUTED UNDER A ROADWAY, SCHEDULE 80 PVC CONDUIT SHALL BE UTILIZED. MANUFACTURED BEND RADII SHALL BE PER NEC.

3.09 CONTRACTOR SHALL PROVIDE TWO (2) 200 POUND TEST POLYETHYLENE PULL CORDS IN ALL CONDUITS AND ALL INNERDUCTS. PULL CORDS SHALL BE SECURED AT EACH END OF CONDUIT RUNS. ALL SPARE CONDUIT ENDS SHALL BE CAPPED WITH MANUFACTURED PVC FITTINGS.

3.10 CONTRACTOR SHALL BOND EACH METALLIC CONDUIT ENTERING A METALLIC ENCLOSURE WITH A #8 MIN AWG INSULATED COPPER BONDING JUMPER PER NEC. CONTRACTOR SHALL BOND ALL ELECTRICAL EQUIPMENT TO THE H-FRAME RACK ON WHICH EQUIPMENT IS MOUNTED WITH #8 MIN AWG INSULATED COPPER BONDING JUMPERS PER NEC.

3.11 CONTRACTOR SHALL IDENTIFY THE END OF ALL SPARE UNDERGROUND CONDUITS AND PROVIDE AND INSTALL 90 DEGREE ELBOWS WITH VERTICAL CONDUIT EXTENSIONS TO EXTEND 3" ABOVE FINISHED CRUSHED AGGREGATE GRADE. CONTRACTOR SHALL TERMINATE CONDUITS WITH MANUFACTURED CONDUIT CAPS THAT THE CONTRACTOR HAS PAINTED ORANGE.

4.00 PRE-CONSTRUCTION COORDINATION

4.01 CONTRACTOR SHALL VISIT THE SITE PRIOR TO BID AND NOTE EXISTING CONDITIONS THAT MIGHT AFFECT THEIR WORK. ALL SUCH CONDITIONS SHALL BE REPORTED TO THE ENGINEER PRIOR TO BID.

4.02 THE CONTRACTOR SHALL PROVIDE A UTILITY LOCATOR AND SHALL VERIFY THE ACTUAL LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

4.03 CONTRACTOR SHALL VERIFY, PRIOR TO ROUGH-IN, THAT SITE CONDITIONS ALLOW FOR THE PLACEMENT OF THE ELECTRICAL EQUIPMENT AS SHOWN ON THE PLANS.

4.04 CONTRACTOR SHALL COORDINATE WITH LOCAL ELECTRICAL UTILITY REGARDING THE EXACT LOCATION OF THE TRANSFORMER, ALL METERING REQUIREMENTS, AND CONDUIT ROUTING BETWEEN TRANSFORMER AND METER.

4.05 CONTRACTOR SHALL COORDINATE WITH LOCAL TELCO UTILITY REGARDING THE EXACT LOCATION OF THE TELCO SERVICE ENTRY POINT.

4.06 CONTRACTOR SHALL COORDINATE WITH AUTHORITY HAVING JURISDICTION REGARDING LOCAL FROST LINE REQUIREMENTS FOR RACEWAY MATERIAL SELECTION AND INSTALLATION.

4.07 CONTRACTOR SHALL PERFORM AN ARC FLASH ANALYSIS AT THE INTEGRATED LOAD CENTER AND PROVIDE ARC FLASH LABEL PER NEC.

4.08 ALL CIRCUIT BREAKERS AND EQUIPMENT SHALL HAVE A MINIMUM AIC RATING OF 10,000 AMPS. IF THE RATING OF THE UTILITY TRANSFORMER PROVIDING THE ELECTRICAL SERVICE IS GREATER THAN 75 kVA, THE CONTRACTOR SHALL PERFORM A SHORT CIRCUIT ANALYSIS TO DETERMINE THE REQUIRED AIC RATING FOR THE CIRCUIT BREAKERS AND EQUIPMENT. PRIOR TO PURCHASING EQUIPMENT, THE CONTRACTOR SHALL CONTACT THE ELECTRIC UTILITY AND OBTAIN IN WRITING THE MAXIMUM AVAILABLE FAULT CURRENT (AFC) AT THE UTILITY SERVICE POINT. PROVIDE MAX. AFC SIGNAGE AS REQUIRED PER NEC 110.24. THE CONTRACTOR SHALL ENSURE ALL ELECTRICAL EQUIPMENT, CIRCUIT BREAKERS, DISCONNECTS, FUSES, AND PANELBOARDS HAVE A FAULT CURRENT INTERRUPTING RATING GREATER THAN THE AVAILABLE FAULT CURRENT.

K:\ATL_Wireless\Diamond Communications\Hunters Ridge – FL391\CAD\CD\DiamondComm-GB.dwg ----- 03/05/25 2:35 PM by: brian.otha

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Copyright Kimley-Horn and Associates, Inc., 2018

Diamond Communications LLC

PROJECT INFORMATION:

SITE NAME:
HUNTERS RIDGE-FL391
SITE #: GA151
12760 FOX RIDGE DRIVE
BONITA SPRINGS, FL 34135
LEE COUNTY

PLANS PREPARED BY:

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

REV: | DATE: | ISSUED FOR: | BY:

8			
7			
6			
5			
4			
3			
2			
1			
0	03/05/25	CONSTRUCTION	CCH

LICENSER:

ANDREW LAMAR PITTS
LICENSE
No. 98601
STATE OF
FLORIDA
PROFESSIONAL ENGINEER
3/5/25

KHA PROJECT NUMBER:
013541047

DRAWN BY:	CHECKED BY:
WTB	DMF

SHEET TITLE:
ELECTRICAL NOTES

SHEET NUMBER:
E1

KEY NOTES - ELECTRICAL EQUIPMENT

(1) TRAFFIC RATED TELCO VAULT LABELED "AT&T FIBER". (SPACED EVERY 500', AT MAJOR TRANSITIONS, AND AS NEEDED TO ALLOW DARK FIBER TO BE PULLED) (SEE NOTE 4.05 ON SHEET E1)

KEY NOTES - CONDUIT, CONDUCTORS, & MISC.

(A) TWO (2) PVC CONDUITS FOR FIBER, FURNISHED AND INSTALLED BY GC. (APPROXIMATELY 560± LF).

NOTES:

PROPOSED DIAMOND TELCO VAULT WITHIN RIGHT OF WAY LOCATED APPROXIMATELY 26° 19' 14.20"N, 81° 44' 22.50"W BASED ON GOOGLE EARTH IMAGERY.



1/E2 OVERALL UTILITY ROUTING PLAN

SCALE: 1" = 60'

NORTH

0 30 60 120

GRAPHIC SCALE: 1" = 60'

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Copyright Kimley-Horn and Associates, Inc., 2018

K:\ATL_Wireless\Diamond Communications\Hunters Ridge - FL391\CAD\CD\DiamondComm-GB.dwg ---- 03/05/25 2:35 PM by: brian.otha

Diamond Communications LLC

PROJECT INFORMATION:

SITE NAME:
HUNTERS RIDGE-FL391
SITE #: GA151

12760 FOX RIDGE DRIVE
BONITA SPRINGS, FL 34135
LEE COUNTY

PLANS PREPARED BY:

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

REV: | DATE: | ISSUED FOR: | BY:

8			
7			
6			
5			
4			
3			
2			
1			
0	03/05/25	CONSTRUCTION	CCH

LICENSER:

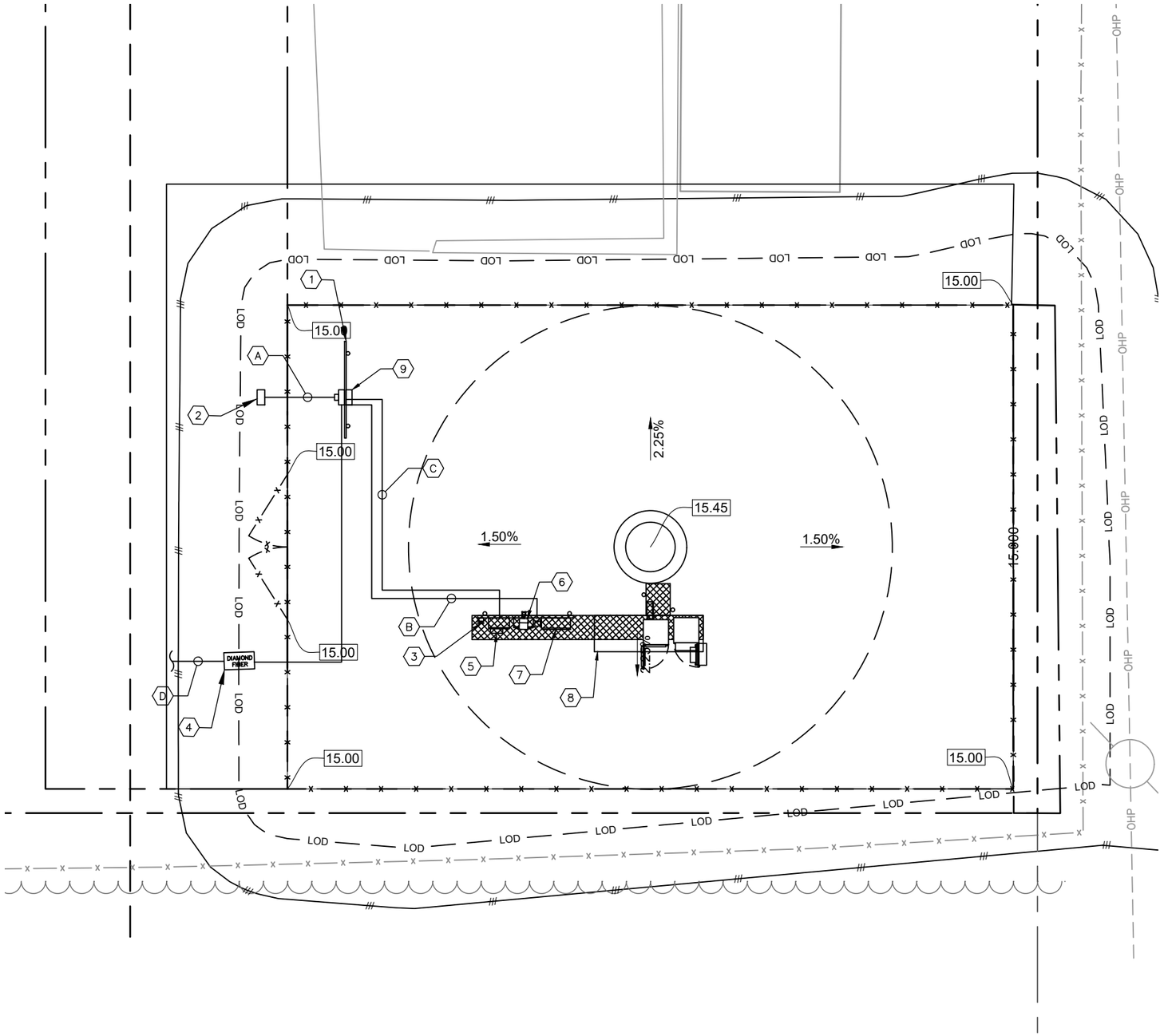
ANDREW LAMAR PITTS
LICENSE
No. 98601
STATE OF
FLORIDA
PROFESSIONAL ENGINEER
3/5/25

KHA PROJECT NUMBER:
013541047

DRAWN BY: WTB | CHECKED BY: DMF

SHEET TITLE:
OVERALL UTILITY SERVICE ROUTING PLAN

SHEET NUMBER:
E2



KEY NOTES - ELECTRICAL EQUIPMENT

1. UTILITY METER H–FRAME (SEE DETAIL 1/E3).
2. POWER STUB UP (SEE NOTE 4.04 ON SHEET E1).
3. T–MOBILE CONCRETE GENERATOR PAD (SEE SHEET C4).
4. TRAFFIC RATED TELCO VAULT.(SEE NOTE 4.05 ON SHEET E1)
5. T–MOBILE FIBER CABINET.
6. T–MOBILE AUTOMATIC TRANSFER SWITCH.
7. T–MOBILE PPC
8. T–MOBILE CONCRETE EQUIPMENT PAD (SEE SHEET C4).
9. NEMA BOX

KEY NOTES - CONDUIT, CONDUCTORS, & MISC.

A. TWO (2) 4" PVC POWER CONDUITS FOR INCOMING SERVICE LATERALS FROM LOCAL UTILITY (SEE TRENCH DETAIL 2/E6).

B. 2" PVC POWER CONDUIT FROM PROPOSED METER RACK TO EQUIPMENT RACK (SEE TRENCH DETAIL 2/E6).

C. TWO (2) 2" PVC TELCO CONDUITS, WITH TWO (2) PULL ROPES EACH (SEE TRENCH DETAIL 2/E6).

D. TWO (2) 2" PVC CONDUITS FURNISHED AND INSTALLED BY GC FROM RIGHT OF WAY W/TWO (2) PULL ROPES (SEE TRENCH DETAIL 2/E6 AND SHEET E2).

1/E2.1 UTILITY SERVICE ROUTING PLAN

SCALE: 1" = 10'

NORTH

0 5 10 20

GRAPHIC SCALE: 1" = 10'

Diamond Communications LLC

PROJECT INFORMATION:

SITE NAME:
HUNTERS RIDGE-FL391
SITE #: GA151
12760 FOX RIDGE DRIVE
BONITA SPRINGS, FL 34135
LEE COUNTY

PLANS PREPARED BY:

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770–619–4280
WWW.KIMLEY–HORN.COM

REV: DATE: ISSUED FOR: BY:

8			
7			
6			
5			
4			
3			
2			
1			
0	03/05/25	CONSTRUCTION	CCH

LICENSER:

ANDREW LAMAR PITTS LICENSE No. 98601 STATE OF FLORIDA PROFESSIONAL ENGINEER 3/5/25

KHA PROJECT NUMBER:
013541047

DRAWN BY: WTB CHECKED BY: DMF

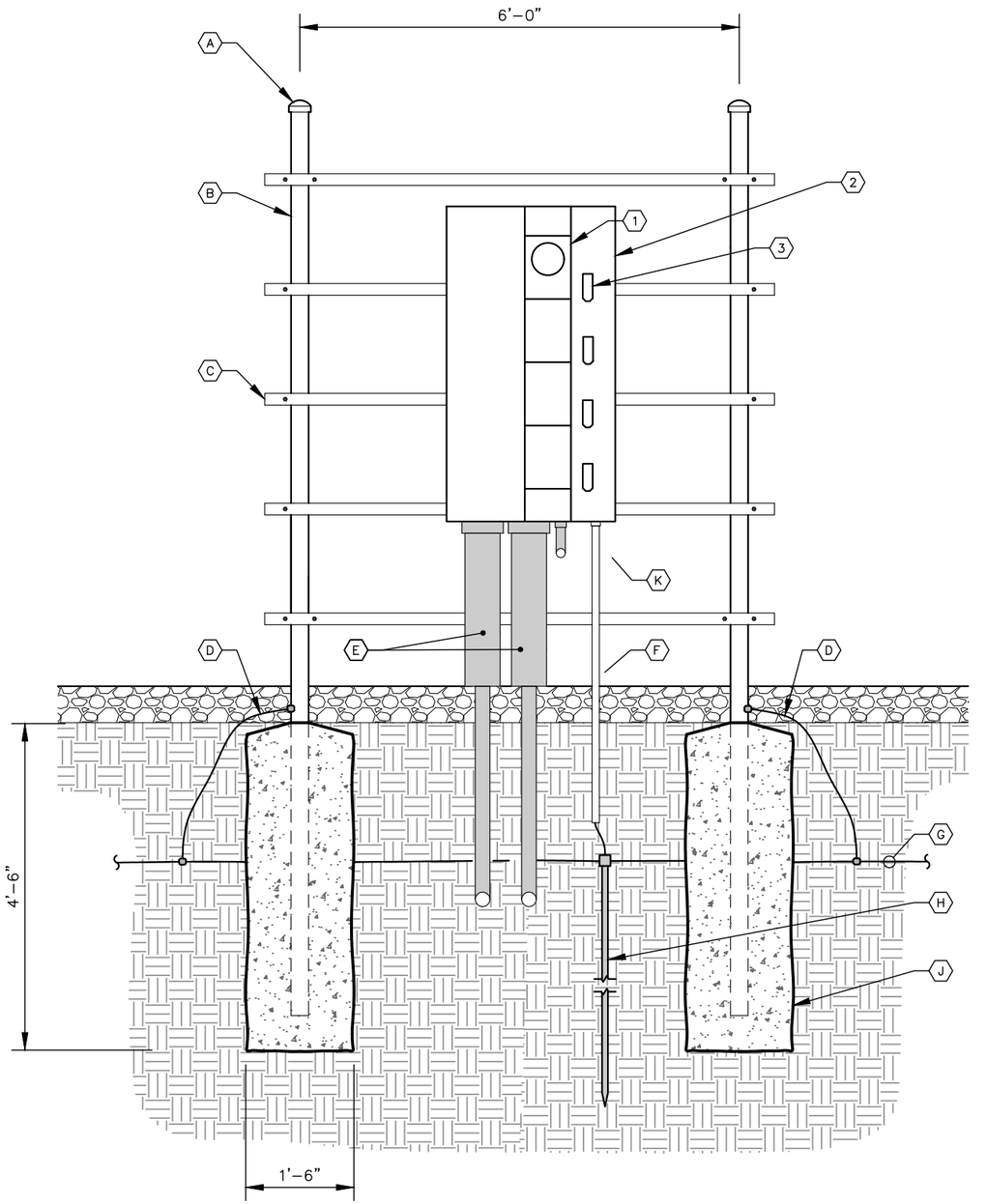
SHEET TITLE:
UTILITY SERVICE ROUTING PLAN

SHEET NUMBER:
E2.1

K:\ATL_Wireless\Diamond Communications\Hunters Ridge – FL391\CAD\CD\DiamondComm-GB.dwg ---- 03/05/25 2:35 PM by: brian.atha

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley–Horn and Associates, Inc. shall be without liability to Kimley–Horn and Associates, Inc.

Copyright Kimley–Horn and Associates, Inc., 2018



1 E3 METER RACK DETAILS - FRONT

NOT TO SCALE

KEY NOTES - CONDUIT, CONDUCTORS, & MISC

- (A) GALVANIZED RIGID STEEL CAP, TYPICAL.
- (B) 3" GALVANIZED RIGID STEEL PIPE, TYPICAL.
- (C) $1-\frac{5}{8}$" x $1-\frac{5}{8}$" GALVANIZED STEEL CHANNEL (UNISTRUT #P1000 OR APPROVED EQUIVALENT) WITH PLASTIC END CAP (UNISTRUT #P2860), TYPICAL.
- (D) ONE (1) #2 AWG BARE SOLID TINNED COPPER BONDING CONDUCTOR IN $\frac{3}{4}$" PVC CONDUIT FROM H-FRAME VERTICAL PIPE TO GROUND RING, EXOTHERMIC WELD BOTH ENDS.
- (E) 3" PVC CONDUIT WITH 6" EXPANSION SLEEVE FOR INCOMING SERVICE LATERALS FROM LOCAL UTILITY. SEE DETAIL 3/E7 FOR TRENCHING INFORMATION.
- (F) 1" PVC WITH ONE (1) – 3/0 BARE STRANDED TINNED COPPER GROUNDING ELECTRODE CONDUCTOR (GEC) TO GROUND ROD, EXOTHERMIC WELD GEC TO GROUND ROD.
- (G) GROUND RING (SEE SHEETS E6-E7).
- (H) GROUND ROD, EXOTHERMIC WELD TO GROUND RING (SEE DETAIL 2/E7).
- (J) CONCRETE FOUNDATION FOR H-FRAME VERTICAL PIPE. CONCRETE SHALL HAVE A 28-DAY COMPRESSIVE STRENGTH OF 3,000 PSI.
- (K) 1½" PVC POWER CONDUIT TO LGT PANEL.

KEY NOTES - ELECTRICAL EQUIPMENT

- (1) 200 AMP METER SOCKET IN NEMA 3R ENCLOSURE, TYPICAL OF 4.
- (2) FURNISH AND INSTALL SERVICE ENTRANCE RATED GANGED METER CENTER WITH FOUR (4) – 200 AMP (22KAIC), 120/240 VOLT SINGLE PHASE SERVICE POSITIONS IN NEMA 3R ENCLOSURE. COORDINATE SPECIFIC REQUIREMENTS WITH LOCAL UTILITY.
- (3) 200 AMP, 2 POLE (22KAIC) DISCONNECT CIRCUIT BREAKER FOR TOP METER ONLY. CONTRACTOR SHALL MOUNT THE METER CENTER SUCH THAT THE TOP CIRCUIT BREAKER IS NO MORE THAN 6' ABOVE GRADE.

Diamond Communications LLC

PROJECT INFORMATION:

SITE NAME:
HUNTERS RIDGE-FL391
SITE #: GA151
12760 FOX RIDGE DRIVE
BONITA SPRINGS, FL 34135
LEE COUNTY

PLANS PREPARED BY:

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

REV: DATE: ISSUED FOR: BY:

8			
7			
6			
5			
4			
3			
2			
1			
0	03/05/25	CONSTRUCTION	CCH

LICENSER:

ANDREW LAMAR PITTS
LICENSE
No. 98601
STATE OF
FLORIDA
PROFESSIONAL ENGINEER
3/5/25

KHA PROJECT NUMBER:
013541047

DRAWN BY:	CHECKED BY:
WTB	DMF

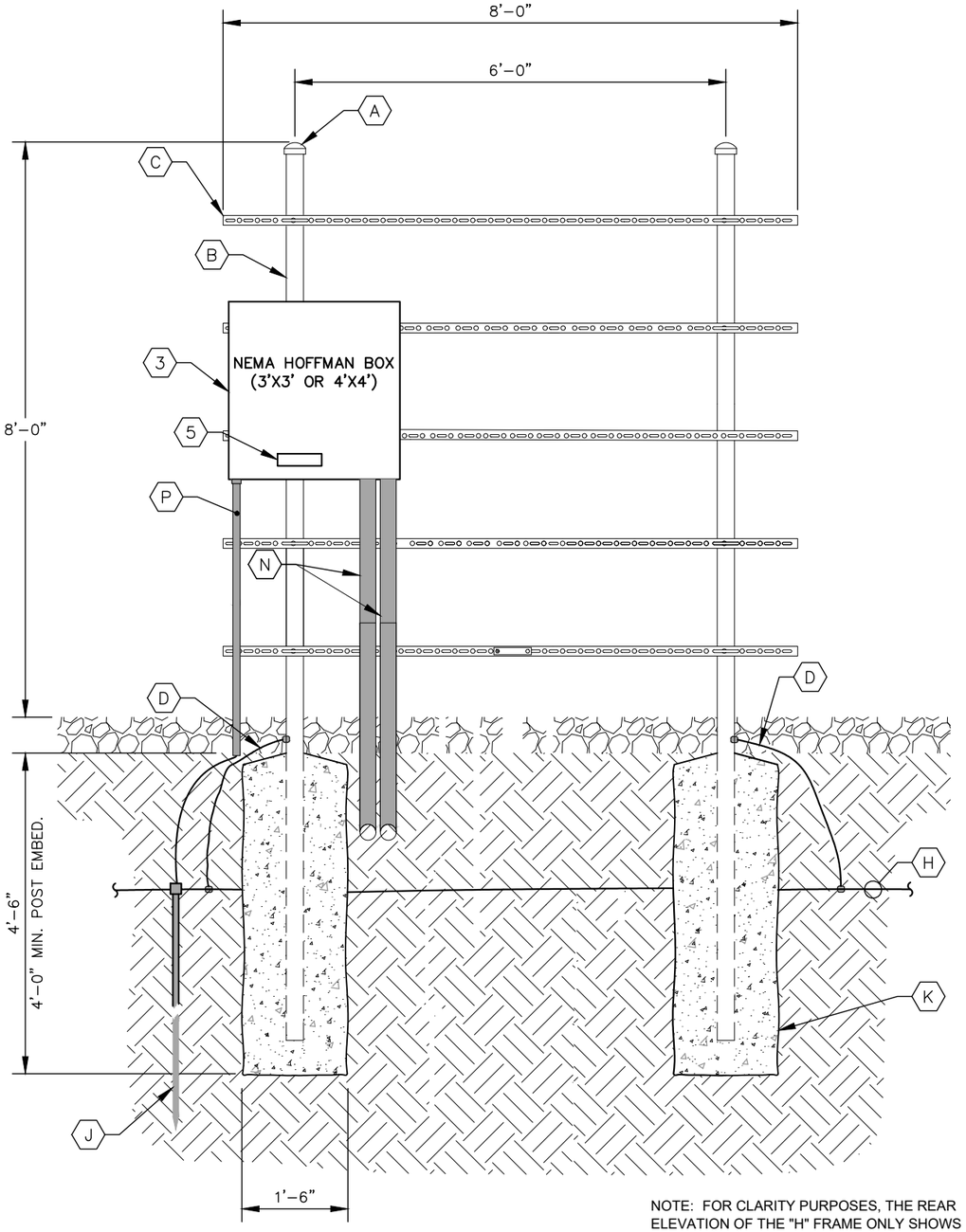
SHEET TITLE:
METER RACK DETAILS - FRONT

SHEET NUMBER:
E3

K:\ATL_Wireless\Diamond Communications\Hunters Ridge – FL391\CAD\CD\DiamondComm-GB.dwg ---- 03/05/25 2:36 PM by: brian.otha

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Copyright Kimley-Horn and Associates, Inc., 2018



NOTE: FOR CLARITY PURPOSES, THE REAR ELEVATION OF THE "H" FRAME ONLY SHOWS EQUIPMENT AND CONDUIT ASSOCIATED WITH THE REAR SIDE. SEE SHEET E4 FOR DETAILS ASSOCIATED WITH EQUIPMENT AND CONDUIT MOUNTED ON THE FRONT SIDE OF THE "H" FRAME.

1 E3.1 METER RACK DETAILS - REAR

NOT TO SCALE

KEY NOTES - CONDUIT, CONDUCTORS, & MISC

(A) GALVANIZED RIGID STEEL CAP, TYPICAL.

(B) 3" GALVANIZED RIGID STEEL PIPE, TYPICAL.

(C) 1⅝" x 1⅝" GALVANIZED STEEL CHANNEL (UNISTRUT #P1000 OR APPROVED EQUIVALENT) WITH PLASTIC END CAP (UNISTRUT #P2860), TYPICAL.

(D) ONE (1) #2 AWG BARE SOLID TINNED COPPER BONDING CONDUCTORS (BC) FROM H-FRAME VERTICAL PIPE TO GROUND RING, EXOTHERMIC WELD BOTH ENDS.

(E) KEY NOTE NOT USED

(F) KEY NOTE NOT USED

(G) KEY NOTE NOT USED

(H) GROUND RING (SEE SHEETS E6 & E7).

(J) GROUND ROD, EXOTHERMIC WELD TO GROUND RING. (SEE DETAIL 2/E7).

(K) CONCRETE FOUNDATION FOR H-FRAME VERTICAL PIPE. CONCRETE SHALL HAVE A 28 DAY COMPRESSIVE STRENGTH OF 4,000 PSI. AND INCLUDE FIBERMESH 300-3E.

(L) KEY NOTE NOT USED

(M) KEY NOTE NOT USED

(N) TWO (2) 2" CONDUIT TO OUTSIDE FENCED COMPOUND, STUBBED AND CAPPED.

(O) KEY NOTE NOT USED

(P) #2 SOLID TINNED IN ½" PVC CONDUIT, CAD WELDED TO GROUND BAR AND GROUND RING.

KEY NOTES - ELECTRICAL EQUIPMENT

(1) KEY NOTE NOT USED

(2) KEY NOTE NOT USED

(3) HOFFMAN BOX IN NEMA 4X ENCLOSURE.

(4) KEY NOTE NOT USED

(5) ONE (1) 2" X 12" COPPER GROUND BAR.

Diamond Communications LLC

PROJECT INFORMATION:

SITE NAME:
HUNTERS RIDGE-FL391
SITE #: GA151
12760 FOX RIDGE DRIVE
BONITA SPRINGS, FL 34135
LEE COUNTY

PLANS PREPARED BY:

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

REV: DATE: ISSUED FOR: BY:

8			
7			
6			
5			
4			
3			
2			
1			
0	03/05/25	CONSTRUCTION	CCH

LICENSER:

ANDREW LAMAR PITTS LICENSE No. 98601 STATE OF FLORIDA PROFESSIONAL ENGINEER 3/5/25

KHA PROJECT NUMBER:
013541047

DRAWN BY: WTB CHECKED BY: DMF

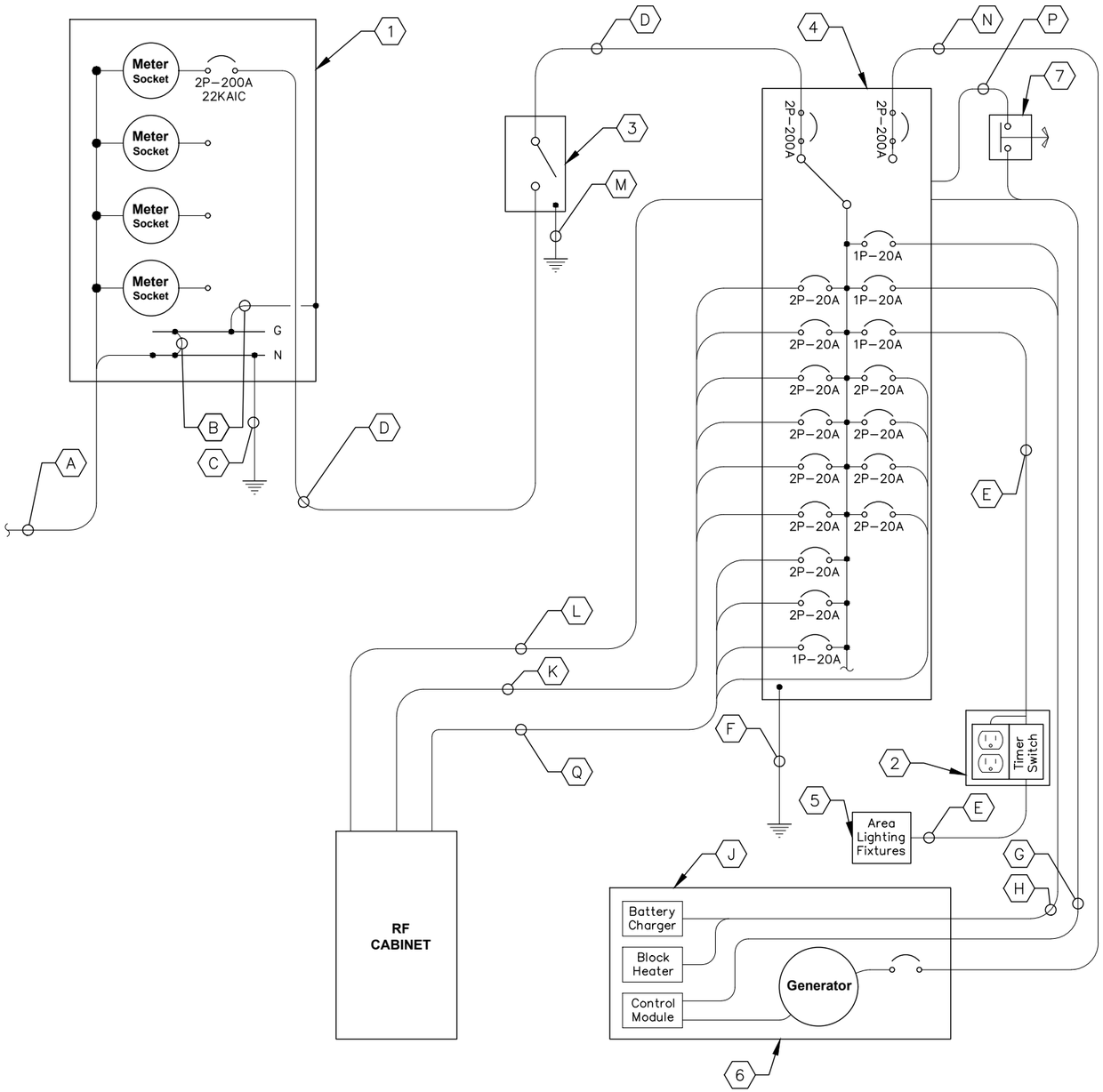
SHEET TITLE:
METER RACK DETAILS - REAR

SHEET NUMBER:
E3.1

K:\ATL_Wireless\Diamond Communications\Hunters Ridge - FL391\CAD\CD\DiamondComm-GB.dwg ---- 03/05/25 2:36 PM by: brian.atha

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Copyright Kimley-Horn and Associates, Inc., 2018



REQUIRED SIGNAGE PER NEC 702 AT SERVICE DISCONNECT

"WARNING: Shock hazard exists if grounding electrode conductor or bonding jumper connection in this equipment is removed while alternate source(s) is energized. Opening the equipment disconnect will cause the stand-by generator to start. To remove power entirely from the equipment, the generator must be turned OFF using emergency stop switch."

REQUIRED SIGNAGE PER NEC 702 AT SERVICE DISCONNECT & INTEGRATED LOAD CENTER

"NOTE: Emergency power is supplied by a stand-by generator located behind Verizon equipment rack."

1/E4 SINGLE LINE DIAGRAM

NOT TO SCALE

KEY NOTES - CONDUIT, CONDUCTORS, & MISC

- (A) TWO (2) 4" CONDUITS BY CONTRACTOR FOR INCOMING SERVICE LATERALS BY LOCAL UTILITY FOR 800 AMP, 120/240 VOLT SINGLE PHASE SERVICE.
- (B) BOND GROUND BUS TO NEUTRAL BUS AND GROUND BUS TO ENCLOSURE WITH 2/0 BONDING JUMPERS.
- (C) ONE (1) 2/0 BARE STRANDED TINNED COPPER GEC TO GROUND ROD, EXOTHERMIC WELD GEC TO GROUND ROD.
- (D) THREE (3) 3/0 CONDUCTORS AND ONE (1) #6 AWG GROUND IN 2" CONDUIT.
- (E) TWO (2) #12 AWG CONDUCTORS AND ONE (1) #12 AWG GROUND IN 1" CONDUIT.
- (F) ONE (1) #2 BARE TINNED COPPER FROM GROUNDING LUG IN ILC TO GROUND ROD, EXOTHERMIC WELD TO GROUND ROD.
- (G) AUTOMATIC TRANSFER SWITCH ALARM AND GENERATOR CONTROL CABLES IN 1" CONDUIT.
- (H) FOUR (4) #12 CONDUCTORS AND ONE (1) #12 AWG GROUND IN 1" CONDUIT.
- (J) THE GENERATOR, WHEN UTILIZING A TWO POLE ATS WITH A SOLID NEUTRAL, IS NOT A SEPARATELY DERIVED SYSTEM. THEREFORE, DO NOT BOND THE NEUTRAL TO THE GROUND AT THE GENERATOR.
- (K) TWELVE (12) #10 AWG THHN CONDUCTORS AND THREE (3) #10 AWG EG IN 2" PVC CONDUIT.
- (L) ALARM CABLES IN 1" PVC CONDUIT.
- (M) ONE (1) – #2 BARE TINNED COPPER FROM GROUNDING LUG IN DISCONNECT SWITCH TO GROUND RING, EXOTHERMIC WELD TO GROUND RING.
- (N) THREE (3) 3/0 AWG CONDUCTORS AND ONE (1) #4 AWG EG IN 2" CONDUIT. VERIFY GENERATOR BREAKER DOES NOT EXCEED 200 AMPS.
- (P) 1" PVC CONDUIT FOR ROUTING POWER CONDUCTORS FROM THE ILC TO THE EMERGENCY GENERATOR STOP SWITCH.
- (Q) TWELVE (12) #10 AWG THHN CONDUCTORS AND THREE (3) #10 AWG. FOR RECTIFIERS AND TWO (2) #10 THHN CONDUCTORS AND ONE (1) #10 AWG FOR CABINET MOUNTED GFI OUTLET, ALL IN ONE 2" PVC CONDUIT.

KEY NOTES - ELECTRICAL EQUIPMENT

1. FURNISH AND INSTALL 800 AMP, 3–WIRE, SINGLE PHASE, 120/240 VOLT, 22KAIC, FOUR–SPACE MULTI–GANG METER CENTER WITH 200 AMP RATED METER SOCKETS IN NEMA 3R ENCLOSURE, SE RATED. CONTRACTOR SHALL FURNISH AND INSTALL 200 AMP CIRCUIT BREAKER AT METER BASE IF NOT ALREADY EXISTING.
2. 20 AMP GFCI DUPLEX OUTLET RECEPTACLE AND TIMER SWITCH, ENERLITES HET06 SERIES (OR APPROVED EQUIVALENT) IN LOCKABLE NEMA 3R ENCLOSURE.
3. FURNISH AND INSTALL SE RATED 240 V, 200 AMP, 2 POLE, NON–FUSED DISCONNECT IN NEMA 3R ENCLOSURE.
4. 200 AMP, 120/240 VOLT, ILC WITH 42 SPACE PANEL AND AUTOMATIC TRANSFER SWITCH. ALL CIRCUIT BREAKERS SHALL BE RATED 10KAIC MINIMUM. ILC IS FURNISHED BY VZW AND INSTALLED BY GENERAL CONTRACTOR.
5. FURNISH AND INSTALL TWO (2) AREA LIGHTS, (LITHONIA HFR–250M–TA120–DNA–LP1), (OR APPROVED EQUIVALENT).
6. 50 KW GENERATOR, CONTRACTOR SHALL COORDINATE SPECIFIC GENERATOR CONFIGURATION WITH OWNER AND INSTALL THE GENERATOR IN ACCORDANCE WITH MANUFACTURER'S INSTALLATION INSTRUCTIONS. GENERATOR BREAKER SIZED AND PROVIDED BY GENERATOR MANUFACTURER.
7. EMERGENCY GENERATOR STOP SWITCH IN NEMA 3R ENCLOSURE WILL BE FURNISHED BY VERIZON AND INSTALLED BY GC.

Diamond Communications LLC

PROJECT INFORMATION:

SITE NAME:
HUNTERS RIDGE-FL391
SITE #: GA151
12760 FOX RIDGE DRIVE
BONITA SPRINGS, FL 34135
LEE COUNTY

PLANS PREPARED BY:

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770–619–4280
WWW.KIMLEY–HORN.COM

REV: | DATE: | ISSUED FOR: | BY:

8			
7			
6			
5			
4			
3			
2			
1			
0	03/05/25	CONSTRUCTION	CCH

LICENSER:

ANDREW LAMAR PITTS LICENSE No. 98601 STATE OF FLORIDA PROFESSIONAL ENGINEER 3/5/25

KHA PROJECT NUMBER:
013541047

DRAWN BY:	CHECKED BY:
WTB	DMF

SHEET TITLE:
ELECTRICAL SINGLE LINE DIAGRAM

SHEET NUMBER:
E4

K:\ATL_Wireless\Diamond Communications\Hunters Ridge – FL391\CAD\CD\DiamondComm–GB.dwg ---- 03/05/25 2:37 PM by: brian.atha

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley–Horn and Associates, Inc. shall be without liability to Kimley–Horn and Associates, Inc.

Copyright Kimley–Horn and Associates, Inc., 2018

PANEL SCHEDULE - VERIZON INTEGRATED LOAD CENTER

Voltage: 240/120 Volts
Phase, Wires: Single Phase, 3 Wire
Mounting Type: Surface
Enclosure Type: NEMA 3R

MCB Size: 200 Amps
AIC Rating: 10,000 Amps min
Bus Rating: 200 Amps
Neutral Rating: 100%

Load Served	Load (kVA) A	Load (kVA) B	Circuit Bkr Size	Ckt Nbr	Phase A B	Ckt Nbr	Circuit Bkr Size	Load (kVA) A	Load (kVA) B	Load Served
RECTIFIER 1	1.78		2P-20	1		2	1P-20	0.58		AREA LIGHTS/GFCI
		1.78		3		4	1P-20		1.50	GEN BLOCK HEATER
RECTIFIER 2	1.78		2P-20	5		6	1P-20	0.30		GEN BATTERY CHARGER
		1.78		7		8	----		0.00	SPACE
RECTIFIER 3	1.78		2P-20	9		10	1P-20	0.18		CAB DUPLEX OUTLET
		1.78		11		12	----		0.00	SPACE
RECTIFIER 4	1.78		2P-20	13		14	2P-20	1.78		RECTIFIER 9
		1.78		15		16			1.78	
RECTIFIER 5	1.78		2P-20	17		18	2P-20	1.78		RECTIFIER 10
		1.78		19		20			1.78	
RECTIFIER 6	1.78		2P-20	21		22	2P-20	0.00		RECTIFIER 11 (SPARE)
		1.78		23		24			0.00	
RECTIFIER 7	1.78		2P-20	25		26	2P-20	0.00		RECTIFIER 12 (SPARE)
		1.78		27		28			0.00	
RECTIFIER 8	1.78		2P-20	29		30	----	0.00		SPACE
		1.78		31		32	----		0.00	SPACE
SPACE	0.00		----	33		34	----	0.00		SPACE
SPACE		0.00	----	35		36	----		0.00	SPACE
SPACE	0.00		----	37		38	----	0.00		SPACE
TVSS (INTERNAL TO ILC)		0.00	2P-30	39		40	----		0.00	SPACE
	0.00			41		42	----	0.00		SPACE
Sub-Total (kVA)	14.24	14.24						4.62	5.06	**Sub-Total (kVA)**
								A	**B**	
								18.86	19.30	
								38.16		**Total Connected (kVA)**

LOAD SUMMARY

Load Description	Connected Load (kVA) A	Connected Load (kVA) B	Demand Factor	Demand Load (kVA) A	Demand Load (kVA) B	
RECTIFIERS/EQUIP	17.80	17.80	1.00	17.80	17.80	
LARGEST MOTOR	0.00	0.00	1.00	0.00	0.00	
ALL OTHER MOTORS	0.00	0.00	1.00	0.00	0.00	
LIGHTING	0.40	0.00	1.25	0.50	0.00	
DUPLEX RECEPTACLES	0.36	0.00	1.00	0.36	0.00	
TOTAL MISCELLANEOUS	0.30	1.50	1.00	0.30	1.50	
Total Power per Phase				18.96	19.30	**kVA**
Total Demand Current per Phase				158.00	161.00	**Amps**
Total Demand Power				38.26		**kVA**

*NOTE: CIRCUIT LOAD AND DEMAND FACTOR PROVIDED BY T-MOBILE.

1 / E4.1 PANEL SCHEDULE

NOT TO SCALE

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Copyright Kimley-Horn and Associates, Inc., 2018

K:\ATL_Wireless\Diamond Communications\Hunters Ridge - FL391\CAD\CD\DiamondComm-GB.dwg ---- 03/05/25 2:37 PM by: brian.otha

Diamond Communications LLC

PROJECT INFORMATION:

SITE NAME:
HUNTERS RIDGE-FL391
SITE #: GA151
12760 FOX RIDGE DRIVE
BONITA SPRINGS, FL 34135
LEE COUNTY

PLANS PREPARED BY:

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

REV: | DATE: | ISSUED FOR: | BY:

8			
7			
6			
5			
4			
3			
2			
1			
0	03/05/25	CONSTRUCTION	CCH

LICENSER:

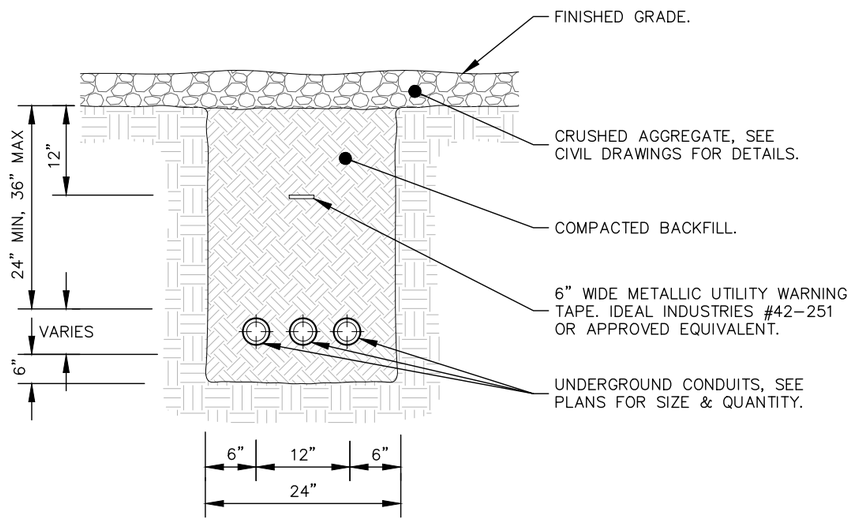
ANDREW LAMAR PITTS LICENSE No. 98601 STATE OF FLORIDA PROFESSIONAL ENGINEER 3/5/25

KHA PROJECT NUMBER:
013541047

DRAWN BY: WTB | CHECKED BY: DMF

SHEET TITLE:
PANEL SCHEDULE

SHEET NUMBER:
E4.1



NOTES:
1. IF GROUND SURFACE IS OTHER THAN NEWLY GRAVELED AREA. CONTRACTOR IS TO RESTORE TO ORIGINAL CONDITION.
2. PROVIDE PVC CONDUIT BELOW GRADE EXCEPT AS NOTED BELOW.
3. PROVIDE SCHEDULE 40 OR SCHEDULE 80 PVC CONDUIT & ELBOWS AT STUB UP LOCATIONS (I.E. POLES, EQUIPMENT, ETC.)
4. PROVIDE SCHEDULE 80 PVC CONDUIT BELOW PARKING LOTS AND ROADWAYS.

1 / E5 TYPICAL TRENCH DETAIL

NOT TO SCALE

K:\ATL_Wireless\Diamond Communications\Hunters Ridge - FL391\CAD\CD\DiamondComm-GB.dwg ---- 03/05/25 2:37 PM by: brian.atha

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Diamond Communications LLC

PROJECT INFORMATION:

SITE NAME:
HUNTERS RIDGE-FL391
SITE #: GA151
12760 FOX RIDGE DRIVE
BONITA SPRINGS, FL 34135
LEE COUNTY

PLANS PREPARED BY:

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

REV: DATE: ISSUED FOR: BY:

8			
7			
6			
5			
4			
3			
2			
1			
0	03/05/25	CONSTRUCTION	CCH

LICENSER:

ANDREW LAMAR PITTS
LICENSE
No. 98601
STATE OF
FLORIDA
PROFESSIONAL ENGINEER
3/5/25

KHA PROJECT NUMBER:
013541047

DRAWN BY: WTB CHECKED BY: DMF

SHEET TITLE:
ELECTRICAL DETAILS

SHEET NUMBER:
E5

Copyright Kimley-Horn and Associates, Inc., 2018

GROUNDING NOTES

1. THE GROUND RING SHALL CONSIST OF #2 AWG BARE SOLID TINNED COPPER (STC) CONDUCTOR, UNLESS NOTED OTHERWISE, BURIED AT 30" BELOW FINISHED GRADE (OR BELOW FROST LINE). LOCATE 24" MINIMUM AND 36" MAXIMUM FROM EQUIPMENT AREA AND FROM TOWER FOUNDATION. ALL CONNECTIONS SHALL BE MADE USING A PARALLEL TYPE EXOTHERMIC WELD, UNLESS NOTED OTHERWISE.

2. INSTALL GROUND RODS AS SHOWN AND AS REQUIRED. GROUND RODS TO BE COPPER CLAD STEEL, 5/8" DIAMETER AND 10FT IN LENGTH. SPACING BETWEEN GROUND RODS SHALL BE 10FT MINIMUM AND 15FT MAXIMUM. TOP OF GROUND ROD TO BE 30" MINIMUM BELOW GRADE (OR BELOW FROST LINE). BOND TOP OF GROUND ROD TO GROUND WIRE WITH EXOTHERMIC WELD. DO NOT EXOTHERMICALLY WELD ANYTHING TO GROUND ROD EXCEPT GROUND WIRE WHICH PASSES OVER TOP OF GROUND ROD (CLAMPED CONNECTIONS TO GROUND ROD PER TOWER MANUFACTURERS DETAILS ARE ACCEPTABLE).

3. EQUIPMENT GROUND RING SHALL HAVE A MINIMUM OF 4 GROUND RODS, INSTALLED AT THE CORNERS OF THE GROUND RING PLUS ADDITIONAL RODS AS REQUIRED TO COMPLY WITH THE SPACING REQUIREMENTS. TOWER GROUND RING SHALL HAVE A MINIMUM OF 3 GROUND RODS, EXCEPT USE 4 RODS AT A MONOPOLE TOWER. WHERE SPREAD TOWER FOOTING WOULD PREVENT GROUND RODS FROM BEING DRIVEN INTO SOIL ADJACENT TO TOWER, PROVIDE VERTICAL 1" DIAMETER PVC SLEEVES EMBEDDED IN FOOTING TO ALLOW INSTALLATION OF GROUND RODS.

4. EQUIPMENT GROUND RING AND TOWER GROUND RING SHALL BE BONDED TOGETHER WITH TWO #2 STC GROUND LEADS, TYPICALLY ONE ON EACH SIDE OF ICE BRIDGE.

5. BOND TOWER TO TOWER GROUND RING AT THREE LOCATIONS WITH #2 STC GROUND LEAD. SELF SUPPORT TOWERS SHALL HAVE EACH LEG BONDED TO GROUND RING, MONOPOLES AND GUYED TOWERS SHALL HAVE GROUND LEADS EQUALLY SPACED AROUND TOWER. EXOTHERMICALLY WELD GROUND LEADS TO TOP OF BASE PLATES, OR ATTACH TO TOWER USING TOWER MANUFACTURER PROVIDED DETAIL.

6. PROVIDE #2 STC RADIALS FROM THE TOWER GROUND RING TO EACH FENCE CORNER POST. RADIALS SHALL HAVE GROUND RODS AS PER THE REQUIRED SPACING. THE GROUND ROD AT THE END OF EACH RADIAL SHALL BE 24" MAXIMUM FROM FENCE CORNER POST. EQUIPMENT AREA GROUND RING AND CONNECTING GROUND LEADS [BETWEEN EQUIPMENT AREA AND TOWER GROUND RINGS] MAY BE USED AS PART OF THE RADIAL GOING TO THE FENCE CORNER POST CLOSEST TO THE EQUIPMENT AREA.

7. MINIMUM BEND RADIUS FOR #2 AWG GROUND WIRE IS 12", EXCEPT USE 24" FOR TOWER GROUND RINGS AND EQUIPMENT PAD GROUND RINGS.

8. GROUND ALL EXTERIOR EXPOSED METAL OBJECTS. USE TWO HOLE LUGS FOR CONNECTION TO FLAT METAL SURFACES. USE ONLY STAINLESS STEEL HARDWARE ON ALL MECHANICAL CONNECTIONS. CLEAN ALL SURFACES (AND STRIP PAINTED SURFACES) TO BARE BRIGHT METAL PRIOR TO MAKING GROUND CONNECTIONS. APPLY ANTI-OXIDE COMPOUND TO ALL CONNECTIONS. APPLY ZINC RICH PAINT (COLD GALV.) TO ALL EXOTHERMIC WELDS, AND TO ANY METAL EXPOSED BY CLEANING, STRIPPING, GRINDING, CUTTING OR DRILLING.

9. ALL GROUNDING CONDUCTORS ABOVE GRADE SHALL BE RUN IN 3/4" FLEXIBLE PVC CONDUIT. CONDUIT SHALL BEGIN WITHIN 3/4" OF ABOVE GROUND CONNECTION POINT, SHALL EXTEND 24" BELOW GRADE MINIMUM, AND SHALL BE FILLED WITH SEALANT AT ABOVE GROUND CONNECTION POINT. SECURE CONDUIT EVERY 24" ON VERTICAL RUNS AND EVERY 36" ELSEWHERE WITH NON-METALLIC TIES.

10A. AT GUYED AND SELF SUPPORT TOWERS MOUNT TDSGA-PA14 TOWER BOTTOM GROUND BAR ON DEDICATED POST DIRECTLY BELOW COAX CABLES COMING OFF TOWER. POST TO BE 3.5" OD GALVANIZED SCHEDULE 40 PIPE WITH GALVANIZED PIPE CAP. TOP OF POST TO BE 78" ABOVE GRADE. EMBED POST 30" MINIMUM IN 12" DIAMETER BY 36" DEEP MINIMUM CONCRETE FOOTING WITH TOP OF FOOTING 6" BELOW GRADE. IF TOWER FOUNDATION OBSTRUCTS AUGERED FOOTING, USE POST WITH 10" SQUARE GALVANIZED STEEL FLANGE PLATE WELDED TO BOTTOM AND BOLT FLANGE TO TOP OF CONCRETE TOWER FOOTING.

10B. AT MONOPOLE TOWERS CLAMP TDSGA-BC14 TOWER BOTTOM GROUND BAR DIRECTLY TO TOWER. IF RUNNING COAX INSIDE MONOPOLE, CLAMP ONTO BOTTOM LIP OF EXIT PORT. IF BANDING COAX TO OUTSIDE OF TOWER, CLAMP ONTO STEEL ANGLE WHICH IS BANDED TO TOWER. BOND TDSGA-BC14 TO TOWER GROUND RING WITH TWO #2 STC LEADS LUGGED TO GROUND BAR AND EXOTHERMICALLY WELDED TO GROUND RING.

11. AT EQUIPMENT AREA, INSTALL TDSGA-PA14 EXTERIOR GROUND BAR (THRU-BOLTED STYLE) AT BASE OF (2) INTERIOR H-FRAME POSTS AND AT TOP OF ICE BRIDGE POST WHICH IS NEAREST TO (BUT CLOSER TO TOWER THAN) THE COAX CABLE TERMINATION. MOUNT GROUND BAR TO H-FRAME POSTS AT 6" ABOVE GRAVEL AND TO ICE BRIDGE POST AT 6FT ABOVE GRAVEL.

12. ALL ICE BRIDGE SECTIONS ARE TO BE JUMPERED TOGETHER WITH #2 WIRE, EITHER BARE TINNED COPPER OR GREEN INSULATED STRANDED. ICE BRIDGE SHALL BE GROUNDED AT EACH END WITH #2 STC WIRE LUGGED TO ICE BRIDGE AND EXOTHERMICALLY WELDED TO UPPER PORTION OF NEAREST ICE BRIDGE POST. ICE BRIDGE SECTIONS ABOVE H-FRAME SHALL BE BONDED TO EACH OTHER WITH JUMPERS AT EACH END - THIS ASSEMBLY WILL BE CONSIDERED AS A SINGLE ICE BRIDGE SECTION FOR GROUNDING PURPOSES.

13. BOND EACH ICE BRIDGE POST, H-FRAME POST OR DEDICATED GROUNDING POST TO BURIED GROUNDING SYSTEM WITH #2 STC LEAD EXOTHERMICALLY WELDED TO POST BELOW TOP OF GRAVEL AND EXOTHERMICALLY WELDED TO GROUND RING. EACH POST TO HAVE SEPARATE GROUND LEAD DIRECTLY TO GROUND RING - DO NOT DAISY CHAIN POSTS TOGETHER.

14. BOND EACH RF CABINET TO EQUIPMENT GROUND RING WITH #2 AWG TINNED SOLID BARE COPPER CONDUCTOR LUGGED TO CABINET BODY AND EXOTHERMICALLY WELDED TO GROUND RING. LUG TO CABINET BODY USING LOCATION AT WHICH STUDS ON CABINET CHASSIS HAVE DIRECT GROUND WIRE CONNECTION TO CABINET INTERNAL GROUND BAR. RUN CONDUIT AND CONDUCTOR ACROSS BACK OF CABINET (DO NOT RUN TOWARDS NEAREST CORNER OF CABINET AND THEN BEND GROUND WIRE SHARPLY), ACROSS CONCRETE PAD BELOW CABLE LADDER, THEN DOWN INTO GRAVEL AREA.

15. BOND EACH BATTERY CABINET TO GROUND RING WITH #2 AWG TINNED SOLID BARE COPPER CONDUCTOR LUGGED TO CABINET BODY AND EXOTHERMICALLY WELDED TO GROUND RING. RUN GROUND LEAD IN FLEX CONDUIT ALONG BACK OF RBA72 CABINET, ACROSS CONCRETE PAD BELOW CABLE LADDER, THEN DOWN INTO GRAVEL AREA. CONNECT TWO HOLE LUG TO BACK OF CABINET AT FACTORY PROVIDED GROUNDING STUDS.

16. BOND GENERATOR TO GROUND RING WITH #2 STC AT TWO DIAGONALLY OPPOSITE LOCATIONS BY DRILLING AND BOLTING TWO HOLE LUG TO FINS ON GENERATOR BASE STRUCTURE. GROUND LEADS SHOULD TAKE SHORTEST PATH ACROSS CONCRETE PAD TO GRAVEL AREA, THEN CONTINUE TO GROUND RING.

17. WHERE PROPANE TANK IS INSTALLED TO FUEL GENERATOR, BOND PROPANE TANK TO GROUND RING WITH A SINGLE #2 STC CLAMPED TO FILLER PIPE OF PROPANE TANK AND EXOTHERMICALLY WELDED TO GROUND RING. GROUND LEAD SHOULD RUN TO TANK SUPPORT AND TAKE SHORTEST PATH ACROSS CONCRETE PAD TO GRAVEL AREA, THEN CONTINUE TO GROUND RING. IF PROPANE TANK FUEL LINE IS METALLIC AND CROSSES EQUIPMENT GROUND RING, BOND FUEL LINE TO EQUIPMENT GROUND RING WHERE THE TWO LINES CROSS WITH A SINGLE #2 STC CLAMPED TO FUEL LINE AND EXOTHERMICALLY WELDED TO GROUND RING.

18. BOND GPS ANTENNA and GPS ANTENNA MOUNT TO TSDGA GROUND BAR AT BOTTOM OF H-FRAME POST WITH #2 GREEN INSULATED STRANDED GROUND WIRE.

19. PROVIDE TWO GROUND RODS OUTSIDE GATES OF COMPOUND. DISTANCE BETWEEN GROUND RODS SHALL MATCH WIDTH OF GATE OPENING, AND DISTANCE FROM FENCE SHALL MATCH LENGTH OF LONGEST INDIVIDUAL GATE LEAF. BOND GATE POSTS TOGETHER WITH #2 STC LEAD WHICH RUNS PAST AND CONNECTS TO GROUND RODS OUTSIDE GATES.

20. BOND EACH GATE POST WITH #2 STC TO NEAREST PORTION OF GROUNDING SYSTEM INSIDE COMPOUND.

21. BOND EACH GATE TO GATE POST WITH FLEXIBLE INSULATED OR BRAIDED #4/0 COPPER STRAP. EXOTHERMICALLY WELD STRAP TO BOTH GATE AND GATE POSTS.

22. ANY METAL FENCE POST WITHIN 6FT OF A GROUNDED METAL OBJECT SHALL BE BONDED TO THE NEAREST GROUND RING. ANY METAL FENCE WITHIN 6FT OF A GROUND RING SHALL HAVE THE LINE POSTS BONDED TO THE GROUND RING AT 20FT MAXIMUM INTERVALS AS MEASURED ALONG THE LENGTH OF THE FENCE.

23. WHERE GROUND BASED RRU'S, RAYCAP OVP'S OR DIPLEXERS ARE INSTALLED AT THE EQUIPMENT AREA, BOND EACH COMPONENT TO NEAREST TDSGA GROUND BAR BELOW THE COMPONENT WITH #2 GREEN INSULATED STRANDED GROUND WIRE. SINGLE HOLE LUG OR RING TYPE CONNECTOR IS SUITABLE FOR CONNECTION TO GROUNDING STUD ON EACH COMPONENT.

24. NOTIFY CM TO INSPECT GROUND RING BEFORE BACKFILLING. CONTRACTOR SHALL HIRE A 3RD PARTY TO PERFORM AN IEEE81 FALL OF POTENTIAL METHOD GROUND TEST. MAXIMUM ALLOWABLE RESISTANCE TO GROUND IS 5 OHMS. PROVIDE ADDITIONAL GROUND SYSTEM COMPONENTS AS REQUIRED TO ACHIEVE THIS VALUE.

25. REFER TO TOWER GROUNDING DIAGRAM AND NOTES FOR GROUND SYSTEM REQUIREMENTS ON THE TOWER.

26. GROUNDING OF ALL ELECTRICAL EQUIPMENT SHALL BE AS PER NEC, MUNICIPAL AND UTILITY COMPANY REQUIREMENTS.

K:\ATL_Wireless\Diamond Communications\Hunters Ridge - FL391\CAD\CD\DiamondComm-GB.dwg ---- 03/05/25 2:37 PM by: brian.otha

Diamond Communications LLC

PROJECT INFORMATION:

SITE NAME:
HUNTERS RIDGE-FL391
SITE #: GA151
12760 FOX RIDGE DRIVE
BONITA SPRINGS, FL 34135
LEE COUNTY

PLANS PREPARED BY:

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

REV: | DATE: | ISSUED FOR: | BY:

8			
7			
6			
5			
4			
3			
2			
1			
0	03/05/25	CONSTRUCTION	CCH

LICENSER:

ANDREW LAMAR PITTS LICENSE No. 98601 STATE OF FLORIDA PROFESSIONAL ENGINEER 3/5/25

KHA PROJECT NUMBER:
013541047

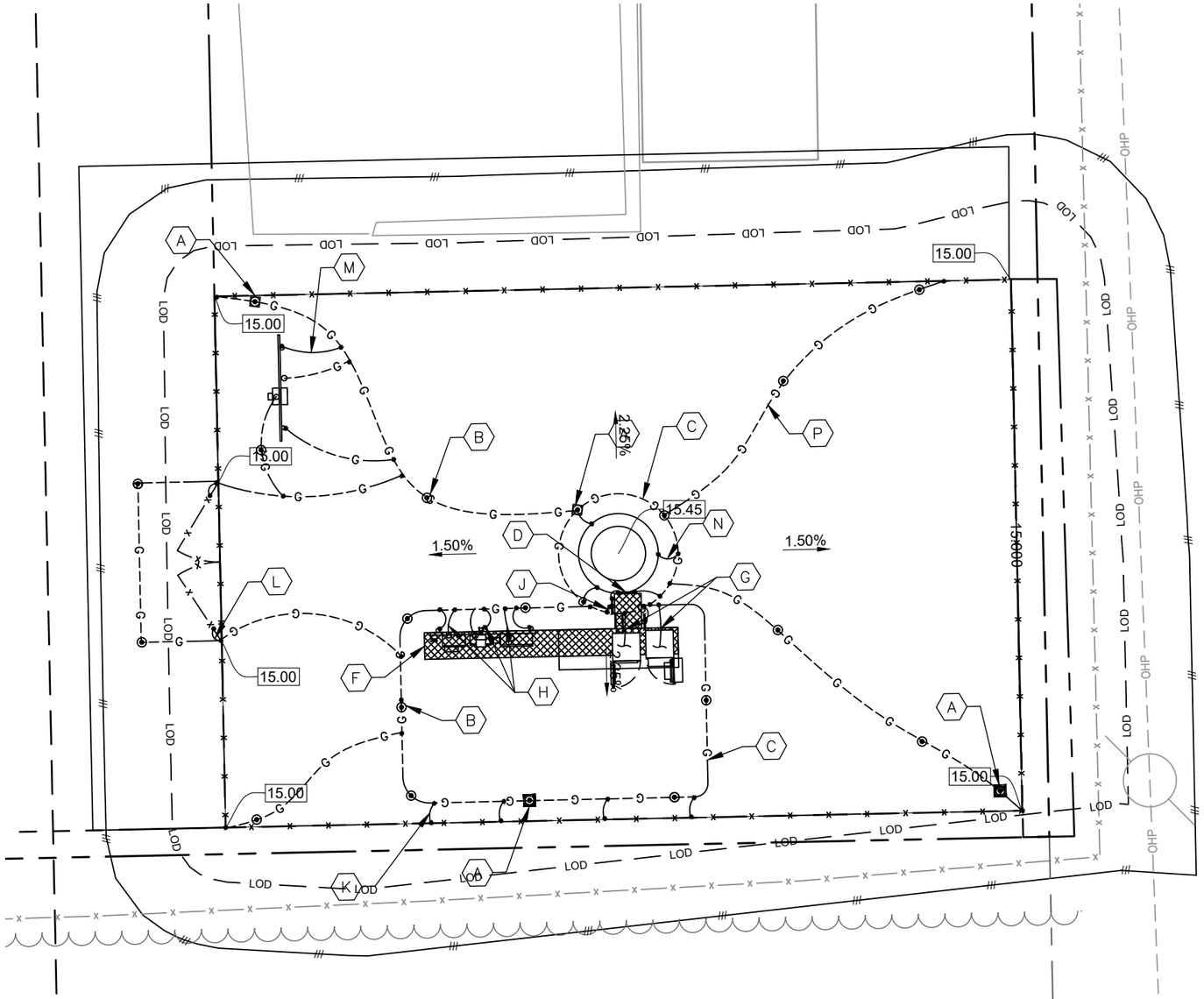
DRAWN BY:	CHECKED BY:
WTB	DMF

SHEET TITLE:
GROUNDING NOTES

SHEET NUMBER:
E6

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Copyright Kimley-Horn and Associates, Inc., 2018



KEY NOTES - GROUNDING EQUIPMENT

- (A) GROUND ROD TEST WELL (SEE DETAIL 1/E9).
- (B) GROUND ROD, TYPICAL (SEE DETAIL 2/E10 AND NOTES 2 AND 3 ON E6).
- (C) TOWER AND EQUIPMENT GROUND RING (SEE NOTES 1, 3, 4, 5, 6 AND 7 ON E6).
- (D) TDSGA–PA14 OR TDSGA–BC14 WHERE APPLICABLE (SEE NOTES 10 AND 11 ON E6 AND SHEET E10).
- (E) GENERATOR GROUNDING (SEE NOTE 16 ON E6).
- (F) GPS ANTENNA GROUNDING (SEE NOTE 18 ON E6).
- (G) RF CABINET GROUNDING (SEE NOTE 14 ON E6).
- (H) EQUIPMENT GROUNDING (SEE NOTE 23 ON E6).
- (J) ICE BRIDGE POST BOND TO GROUND RING, TYPICAL (SEE NOTES 12 AND 13 ON E6).
- (K) FENCE POST GROUNDING, TYPICAL. (SEE NOTE 22 ON E6).
- (L) GATE GROUNDING, TYPICAL. (SEE NOTES 19, 20 & 21 ON E6).
- (M) UTILITY H–FRAME GROUNDING, TYPICAL. (SEE SHEET E3 AND NOTE 13 ON E6).
- (N) TOWER GROUNDING, TYPICAL. (SEE NOTES 5, 6 & 25 ON E6).
- (P) GROUND RADIALS, TYPICAL (SEE NOTE 6 ON E6).
- (Q) HAZARD LIGHTING CONTROL PANEL GROUNDING (SEE DETAIL 1/E3.1 AND NOTES 6 AND 7 ON SHEET E6).
- (R) REFER TO SHEETS E6, E8, E9 & E10 FOR GROUNDING NOTES, DETAILS, AND SPECIFICATIONS.

LEGEND:

- GROUND RING
- GROUND ROD EXOTHERMICALLY WELDED TO GROUND RING
- EXOTHERMIC WELD
- GROUND ROD TEST WELL (SEE DETAIL 1/E8)
- MECHANICAL CONNECTION

NORTH

1 / E7 GROUNDING PLAN

SCALE: 1" = 10'

0 5 10 20

GRAPHIC SCALE: 1" = 10'

Diamond Communications LLC

PROJECT INFORMATION:

SITE NAME:
HUNTERS RIDGE-FL391
SITE #: GA151
12760 FOX RIDGE DRIVE
BONITA SPRINGS, FL 34135
LEE COUNTY

PLANS PREPARED BY:

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

REV: | DATE: | ISSUED FOR: | BY:

8			
7			
6			
5			
4			
3			
2			
1			
0	03/05/25	CONSTRUCTION	CCH

LICENSER:

ANDREW LAMAR PITTS LICENSE No. 98601 STATE OF FLORIDA PROFESSIONAL ENGINEER 3/5/25

KHA PROJECT NUMBER:
013541047

DRAWN BY:	CHECKED BY:
WTB	DMF

SHEET TITLE:
GROUNDING PLAN

SHEET NUMBER:
E7

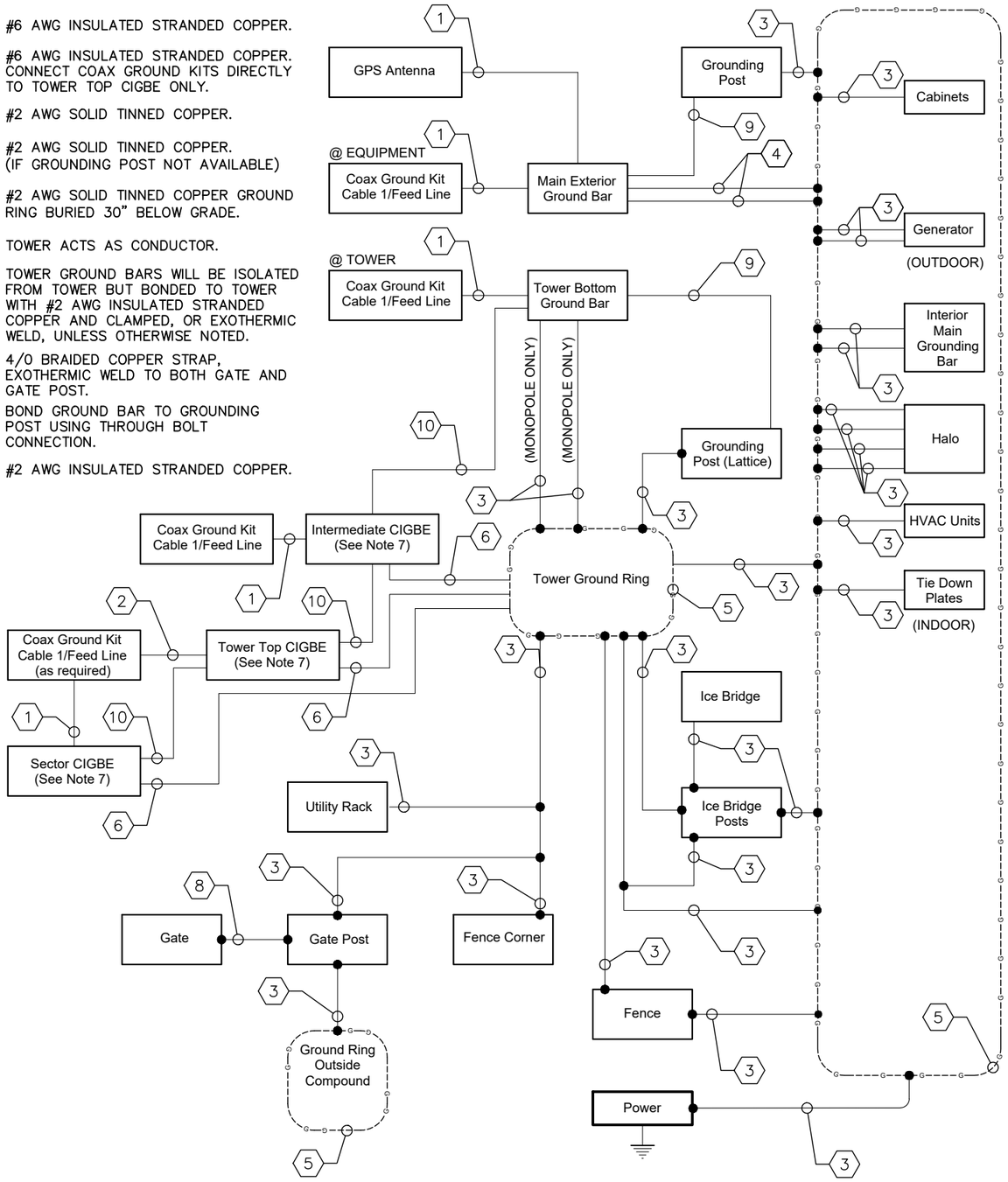
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley–Horn and Associates, Inc. shall be without liability to Kimley–Horn and Associates, Inc.

Copyright Kimley–Horn and Associates, Inc., 2018

K:\ATL_Wireless\Diamond Communications\Hunters Ridge – FL391\CAD\CD\DiamondComm–GB.dwg ---- 03/05/25 2:38 PM by: brian.otha

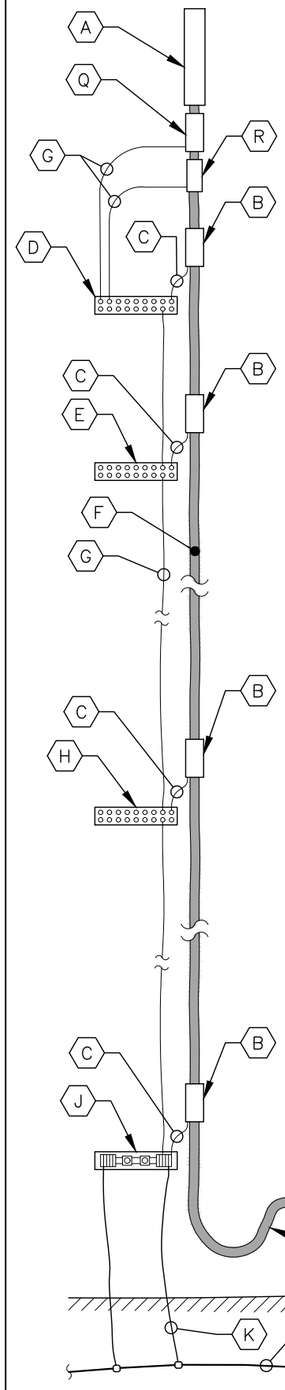
KEY NOTES - ELECTRICAL EQUIPMENT

1. #6 AWG INSULATED STRANDED COPPER.
2. #6 AWG INSULATED STRANDED COPPER. CONNECT COAX GROUND KITS DIRECTLY TO TOWER TOP CIGBE ONLY.
3. #2 AWG SOLID TINNED COPPER.
4. #2 AWG SOLID TINNED COPPER. (IF GROUNDING POST NOT AVAILABLE)
5. #2 AWG SOLID TINNED COPPER GROUND RING BURIED 30" BELOW GRADE.
6. TOWER ACTS AS CONDUCTOR.
7. TOWER GROUND BARS WILL BE ISOLATED FROM TOWER BUT BONDED TO TOWER WITH #2 AWG INSULATED STRANDED COPPER AND CLAMPED, OR EXOTHERMIC WELD, UNLESS OTHERWISE NOTED.
8. 4/0 BRAIDED COPPER STRAP, EXOTHERMIC WELD TO BOTH GATE AND GATE POST.
9. BOND GROUND BAR TO GROUNDING POST USING THROUGH BOLT CONNECTION.
10. #2 AWG INSULATED STRANDED COPPER.



1 / E8 GROUNDING SINGLE LINE DIAGRAM

NOT TO SCALE



KEY NOTES - CONDUIT, CONDUCTORS, & MISC

A. PROPOSED ANTENNA.

B. COAX OR HYBRID CABLE GROUNDING KIT, TYPICAL. GROUNDING KITS ARE REQUIRED EVERY 75 FT MAXIMUM EXCEPT WHERE COAX IS CONCEALED INSIDE MONOPOLE OR OTHER INACCESSIBLE SPACE.

C. #6 AWG INSULATED GROUNDING CONDUCTOR FROM COAX GROUND KIT TO TOWER GROUND BAR, TYPICAL.

D. SECTOR CIGBE GROUND BAR, PROVIDE ONE PER SECTOR NEXT TO ANTENNAS (OPTIONAL ON GUYED TOWERS) AND ISOLATED FROM TOWER. BOND TO TOWER OR SECTOR FRAME WITH #2 AWG SOLID TINNED COPPER AND APPROVED CLAMP. (SEE NOTE P BELOW)

E. TOWER TOP CIGBE GROUND BAR MOUNTED TO TOWER WHERE COAX CABLES LEAVE VERTICAL WAVE GUIDE SUPPORT OR COMMON CABLE TRAY. TYPICALLY OCCURS ON GUY TOWERS (IN LIEU OF SECTOR CIGBE'S), ROOFTOPS, OR ON WATER TANKS (THRU-BOLTED TO MESSENGER PIPE) IN ORDER TO MAINTAIN 75 FEET MAXIMUM DISTANCE BETWEEN COAX GROUND KITS. ISOLATE CIGBE FROM TOWER AND BOND TO TOWER WITH #2 AWG BARE SOLID TINNED COPPER AND APPROVED CLAMP. (SEE NOTE P BELOW)

F. COAX OR HYBRID CABLE.

G. #2 AWG INSULATED, STRANDED COPPER. (SEE NOTE P BELOW)

H. INTERMEDIATE CIGBE GROUND BAR MOUNTED TO TOWER BELOW AND WITHIN 3 FEET OF COAX GROUND KITS AND ISOLATED FROM TOWER (THRU-BOLTED TO MESSENGER PIPE ON WATER TANKS). BOND TO TOWER WITH #2 AWG BARE SOLID TINNED COPPER AND APPROVED CLAMP. (SEE NOTE P BELOW)

J. TOWER BOTTOM GROUND BAR TDSGA-PA14 ON DEDICATED STEEL POST WHERE POSSIBLE; OTHERWISE TDSGA-BC14 CLAMPED DIRECTLY TO TOWERS STEEL (THRU-BOLTED TO MESSENGER PIPE ON WATER TANKS).

K. #2 AWG BARE STRANDED TINNED COPPER GROUNDING CONDUCTOR WHEN USING TDSGA-BC14. TYPICAL TWO CONNECTIONS TO GROUND RING.

L. #2 AWG SOLID TINNED COPPER TOWER GROUND RING.

M. DRIP LOOP. (SEE DETAIL 1/E6)

N. TO SHELTER/RF CABINETS.

P. IF UNABLE TO CLAMP #2 AWG BARE SOLID TINNED COPPER TO METAL STRUCTURE, THEN RUN #2 AWG INSULATED STRANDED TINNED COPPER FROM CIGBE TO NEXT LOWEST CIGBE.

Q. PROPOSED RRU AND DIPLEXER (IF USED).

R. PROPOSED RAYCAP.

2 / E8 COAX-TOWER GROUNDING SCHEMATIC

NOT TO SCALE

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Copyright Kimley-Horn and Associates, Inc., 2018

K:\ATL_Wireless\Diamond Communications\Hunters Ridge - FL391\CAD\CD\DiamondComm-GB.dwg ----- 03/05/25 2:38 PM by: brian.atho

Diamond Communications LLC

PROJECT INFORMATION:

SITE NAME:
HUNTERS RIDGE-FL391
SITE #: GA151
12760 FOX RIDGE DRIVE
BONITA SPRINGS, FL 34135
LEE COUNTY

PLANS PREPARED BY:

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

REV: DATE: ISSUED FOR: BY:

8			
7			
6			
5			
4			
3			
2			
1			
0	03/05/25	CONSTRUCTION	CCH

LICENSER:

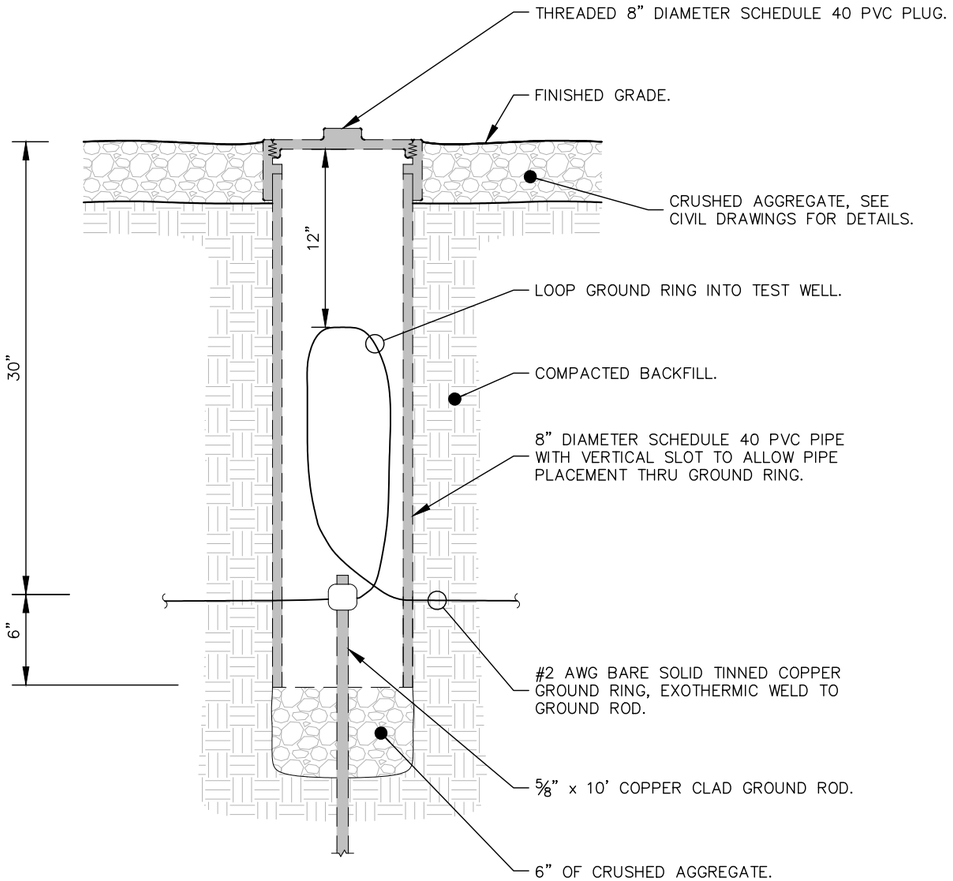
ANDREW LAMAR PITTS LICENSE No. 98601 STATE OF FLORIDA PROFESSIONAL ENGINEER 3/5/25

KHA PROJECT NUMBER:
013541047

DRAWN BY:	CHECKED BY:
WTB	DMF

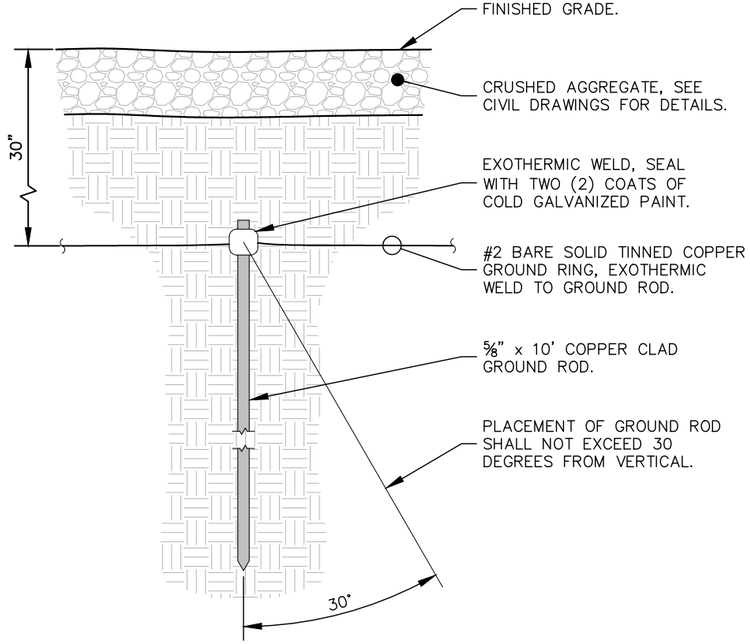
SHEET TITLE:
GROUNDING SINGLE LINE DIAGRAM

SHEET NUMBER:
E8



1 E9 GROUND ROD TEST WELL DETAIL

NOT TO SCALE



2 E9 GROUND ROD INSTALLATION DETAIL

NOT TO SCALE

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Copyright Kimley-Horn and Associates, Inc., 2018

K:\ATL_Wireless\Diamond Communications\Hunters Ridge - FL391\CAD\CD\DiamondComm-GB.dwg ---- 03/05/25 2:38 PM by: brian.atha

Diamond Communications LLC

PROJECT INFORMATION:

SITE NAME:
HUNTERS RIDGE-FL391
SITE #: GA151

12760 FOX RIDGE DRIVE
BONITA SPRINGS, FL 34135
LEE COUNTY

PLANS PREPARED BY:

Kimley»Horn

11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

REV: | DATE: | ISSUED FOR: | BY:

8			
7			
6			
5			
4			
3			
2			
1	02/25/24	CONSTRUCTION	ALP
0	03/05/25	CONSTRUCTION	ALP

LICENSER:

ANDREW LAMAR PITTS
LICENSE
No. 98601
STATE OF
FLORIDA
PROFESSIONAL ENGINEER
3/5/25

KHA PROJECT NUMBER:
013541047

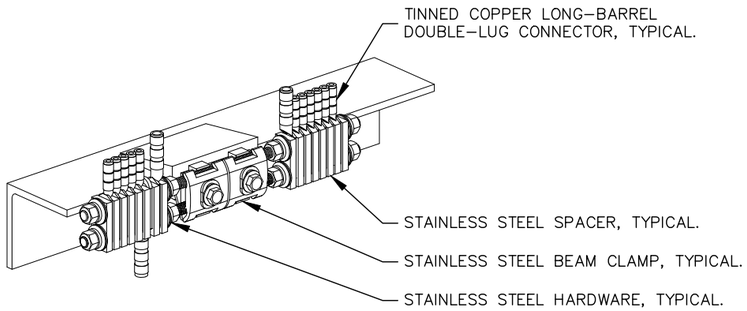
DRAWN BY:	CHECKED BY:
WTB	DMF

SHEET TITLE:

GROUNDING DETAILS

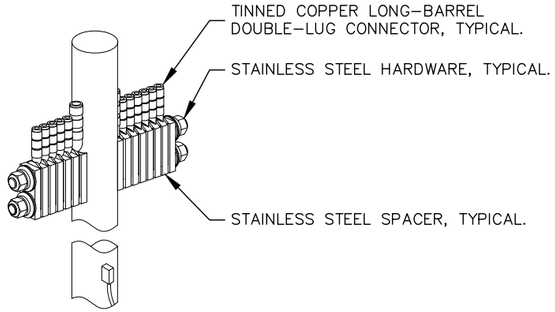
SHEET NUMBER:

E9



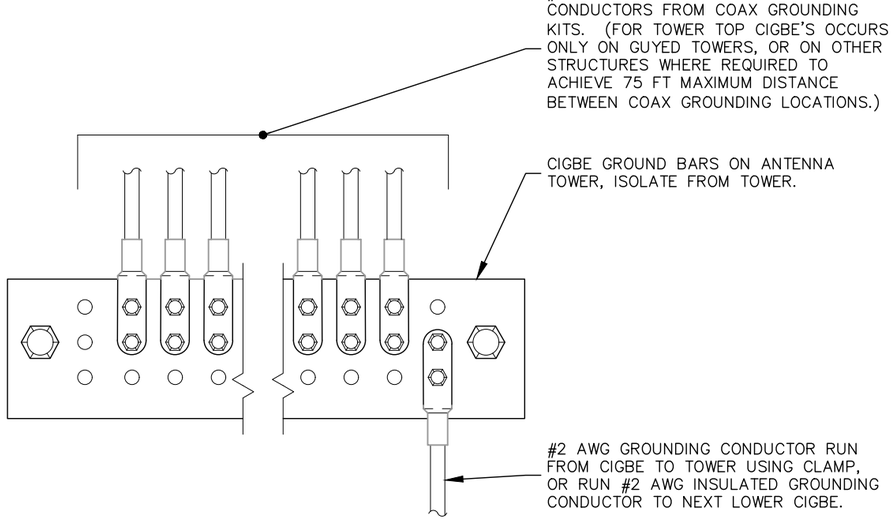
1 E10 BAR NONE GROUNDED BEAM CLAMP (TDSGA-BC14)

NOT TO SCALE



2 E10 BAR NONE POST MOUNTED (TDSGA-PA14)

NOT TO SCALE



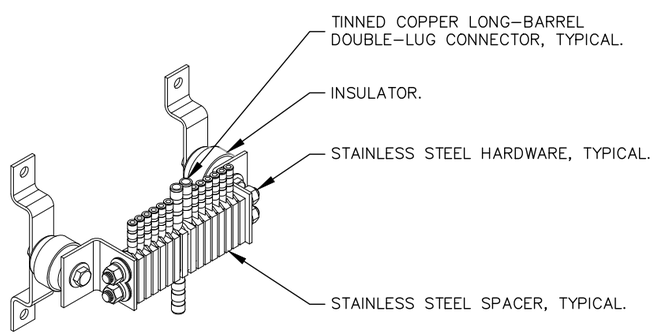
3 E10 ANTENNA GROUND WIRE INSTALLATION DETAIL

NOT TO SCALE

NOTES:

1. ALL CIGBE GROUND BARS ON TOWER ARE TO BE ERICO TDSGA. TYPICALLY USE TDSGA–WB17 ISOLATED FROM UNISTRUT BRACKET.

2. IF CIGBE CANNOT BE CONNECTED TO TOWER WITH #2 AWG GROUNDING CONDUCTOR, VIA CLAMP OR EXOTHERMIC WELD, THEN RUN #2 AWG BLACK GROUND LEAD FROM CIGBE DOWN TO NEXT LOWER CIGBE. SECURE GROUND LEAD WITH NON–METALIC TIES AT SAME SPACING AS COAX SUPPORTS.



4 E10 BAR NONE INSULATED (TDSGA-WB17)

NOT TO SCALE

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley–Horn and Associates, Inc. shall be without liability to Kimley–Horn and Associates, Inc.

Copyright Kimley–Horn and Associates, Inc., 2018

K:\ATL_Wireless\Diamond Communications\Hunters Ridge – FL391\CAD\CD\DiamondComm–GB.dwg ---- 03/05/25 2:39 PM by: brian.atha

Diamond Communications LLC

PROJECT INFORMATION:

SITE NAME:
HUNTERS RIDGE-FL391
SITE #: GA151
12760 FOX RIDGE DRIVE
BONITA SPRINGS, FL 34135
LEE COUNTY

PLANS PREPARED BY:

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770–619–4280
WWW.KIMLEY–HORN.COM

REV: DATE: ISSUED FOR: BY:

8			
7			
6			
5			
4			
3			
2			
1	02/25/24	CONSTRUCTION	ALP
0	03/05/25	CONSTRUCTION	ALP

LICENSER:

ANDREW LAMAR PITTS LICENSE No. 98601 STATE OF FLORIDA PROFESSIONAL ENGINEER 3/5/25

KHA PROJECT NUMBER:
013541047

DRAWN BY:	CHECKED BY:
WTB	DMF

SHEET TITLE:
GROUNDING DETAILS

SHEET NUMBER:
E10

ATTACHMENT "A"

BACKGROUND AND INFORMATIONAL ANALYSIS:

Surrounding Land Use:

Existing Zoning & Land Use	Future Land Use Map
Subject Parcel: RPD, Maintenance Facility, Treatment Plant	Moderate Density Mixed Use Planned Development (Mod. Den MU/PD)
North*: RPD (Hunter's Ridge), Residential	Mod. Den. MU/PD. 6-9du/ac
East: Bonita Grande Drive, Quail West RPD; Residential	Mod. Den MU/PD 6-9du/ac
South**: RPD (Hunter's Ridge), Residential	Mod. Den MU/PD 6-9du/ac
West***: RPD (Hunter's Ridge), Residential	Mod. Den MU/PD 6-9du/ac

*North of the Hunter's Ridge RPD is a Mixed Use Planned Development (MPD)

**South of Hunter's Ridge RPD is the Collier County portion of the Quail West RPD

***West of the Hunter's Ridge RPD is Interstate 75

Planned Development/Special Exception Analysis

Review criteria	Yes – Mostly - Partly - No
Demonstrate compliance with the Bonita Plan, this Land Development Code, and any other applicable code or regulation	Yes – The application is in compliance with the Comprehensive Plan and applicable Land Development Code Regulations
The request meets or exceeds performance and location standards set forth for the proposed uses	Yes – The 41-page site plan with associated conditions presented by Staff will meet the standards of the Land Development Code.
Including the use of TDR or affordable housing bonuses are the densities or intensities (general uses) consistent with the Comprehensive Plan	Yes—there is no density associated with the requested amendment. Limited intensity associated with a cell tower—less than one trip per week.

The request is compatible with existing or planned uses in the surrounding area	Mostly—The location chosen for the construction of the wireless facility is non-residential and has been since the development of the community. However, there are many residences that will be visually-impacted by the tower. The Applicant has provided a "Statement of Need" which is required in order to demonstrate the need for a facility in a particular location. A determination of whether the need outweighs the visual impacts is a decision for City Council. It is the Staff opinion that the Applicant has demonstrated a clear need for the facility.
Approval of the request will not place an undue burden upon existing transportation or planned infrastructure facilities and will be served by streets with the capacity to carry traffic generated by the development	Yes-- The proposed facility is a low traffic generator that will not burden the existing transportation network. Less than one trip per week is expected.
Will the request adversely affect environmentally critical areas and natural resources	No – The site is already developed with impervious surface.
Public facilities are, or will be, available and adequate to serve the proposed land use	Yes - Public facilities are available to the site.
Deviations needed to enhance or to achieve the objectives of the planned development	Not Applicable—No deviations are requested.
Deviations needed to preserve, promote and or protect the public health, safety and welfare	Not Applicable—No deviations are requested.

Environmental

The site is already developed as the maintenance facility for the Hunter's Ridge RPD. While PD applications typically include an environmental report, it was determined that one was not needed since the site has already been impacted. However, the Applicant has agreed to all associated conditions of approval of this zoning application, which includes a requirement to replace any landscaping (mature or otherwise) that is damaged or removed during the construction phase (Condition 3).

Stormwater

The Applicant has been placed on notice that a stormwater management plan will be required to be reviewed as part of the local development order (LDO) application. Submittal of an LDO would come following the approval of this application. It is the intention of the Applicant to maintain historic flows. Additional runoff onto neighboring properties either internal to Hunter's Ridge, or external, will not be permitted.

Traffic

Wireless facilities are not considered high traffic generators. The Applicant's narrative suggests the tower would be suitable for up to four carriers, each making approximately one maintenance trip per month. Access to the site would be by vehicle travel on Fox Ridge Drive within the Hunter's Ridge development. As part of the construction process, the Applicant will be required to show the locations of proposed work vehicles, constructions materials, and a proposed method of maintaining traffic flow on this community street. No street or roadway improvements are required as part of the approval process. However, any damage done to roads or driveways as a result of tower construction will require repairs by the Applicant—as is the standard practice upon approval of a development order and building permit.

Comprehensive Plan

The property is located in the Moderate Density Mixed-Use Planned Development future land use category. This category is described as follows:

> ***Policy 1.1.10: Moderate Density Mixed-Use/Planned Development*** - *Intended to accommodate and provide continued flexibility of development within mixed use and residential planned developments of up to nine dwelling units per gross acre and approximately 8,671 acres of gross land area in the land use category, having been granted development orders prior to the adoption of the City's Comprehensive Plan.*
>
> a. *Appropriate uses within this category include the full range of residential uses; residential amenities such as private golf courses and other recreation facilities; limited commercial and light industrial uses; group homes and foster care facilities; schools and other public and semi-public uses.*
> b. *Residential density shall be limited to not more than six units per gross upland acre and one unit per 20 gross acres of wetland, except as otherwise provided for under Policy 1.1.2 relating to transfer of density from freshwater wetlands. If affordable housing is provided, residential density may be increased by up to three additional units per acre of upland area.*
> c. *In areas located within the Coastal Management Area (CMA), density may not be increased beyond that already approved prior to the adoption of this Comprehensive Plan.*

d. *Maximum allowable height of structures shall be 75 feet from the base flood elevation to the eaves.*
e. *Residential uses may comprise up to 100% of the acreage in a planned development.*
f. *In mixed-use planned developments:*
    1. *Residential uses shall comprise not less than 20% of the acreage;*
    2. *The aggregate of commercial and light industrial uses shall comprise not more than 45% of the total acreage;*
    3. *Light industrial uses shall comprise not more than 20% of the total acreage;*
    4. *Public and semi-public uses shall comprise not more than 65% of the total acreage; and*
    5. *For properties of less than two (2) acres, residential uses may be combined at various proportions with commercial and non-residential uses.*

This amendment does not contain a residential component and is not considered an intense or high-impact use of the property. The tower is proposed on an existing and developed non/residential site and does not necessitate a need for a change of land use.

As a result, it is Staff's opinion that the project does not conflict with the future land use designation of the subject property.

With regards to the Traffic Element, the tower will be accessible through established and fully-constructed roadways within the Hunter's Ridge community. As an extremely low traffic generator, the site will average approximately one trip per month for each of the four carriers that could be on the tower. The highest number of trips will be during the construction phase and the Applicant will be responsible for providing a traffic plan to be reviewed by City Staff during the development order submittal. The purpose of the traffic plan is to assure adequate flow through the neighborhood and to limit the impact to the existing residential roadways.

The remaining comprehensive plan elements would not apply to this project.

LAW OFFICE OF
Mattaniah S. Jahn, P.A.

ATTACHMENT B

935 Main Street, Suite C4
Safety Harbor, FL 34695
Telephone: (727) 773-2221
Facsimile: (727) 773-2616

SENT VIA EMAIL ONLY

November 7, 2025

Michael Fiigon II
Senior Planner
City of Bonita Springs Community Development
9220 Bonita Beach Road, Suite 111,
Bonita Springs, FL 34135

RE: Diamond Communications, LLC. – FL391 Hunter's Ridge
STRAP 06-48-26-B3-0010G.10CE
Planned Development Amendment Request for
149' AGL Monopine Camouflage Wireless Facility

Diamond agrees that the review shot clocks, contained in F.S. 365.172(13), 47 U.S.C. 332, Statute Section 166.033, and FCC Report and Order 18-133 do not begin running until after the publicly community meeting is completed.

Dear Mr. Fiigon:

On behalf of my client, Diamond Communications, LLC (Diamond) please find the included Planned Development Amendment application to allow a 149' AGL monopine camouflaged Wireless Facility and support facility on STRAP 06-48-26-B3-0010G.10CE along with supporting documentation:

1. Narrative (This Letter)
2. Remaining Documents on File

Summary of Request

Diamond respectfully requests a Planned Development Amendment for STRAP 06-48-26-B3-0010G.10CE, to allow the construction of a 149' AGL monopole style communication tower with pine tree type camouflage techniques ("Monopine") and related fenced compound and power meter/telco rack. It will have a brown trunk and branches with green foliated canopy. All antennas that will be covered with vegetated socks and mounted on headframes that are nestled within the vegetated canopy.

The site is situated on the West side of Bonita Grande Blvd. about 2100' South of Worthington Way. The Monopine will be located within a golf course maintenance area that is surrounded by

mature trees on three sides. Further, mature vegetation exists through the area, which helps break up view sheds and buffer the Monopine from surrounding uses. Verizon will be the anchor tenant. The 2.66 Acre parcel is part of the Hunter's Ridge PD that is programmed as a support area for the golf course, which includes a maintenance compound and water tanks. Diamond's leased area consists of 1,600 square feet. The parent parcel currently carries a Moderate Density MU/PD Future Land Use designation and an RPD zoning designation.

Applicable Land Development Code

DIVISION 11. WIRELESS COMMUNICATION FACILITIES

...

Sec. 4-1216. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

...

Stealth wireless communications facility means a wireless communications facility, ancillary appurtenance, or equipment enclosure, designed in a manner not readily identifiable as such, and that is aesthetically compatible with nearby uses. A stealth facility must have, or appear to have, a concealing or separate function including, but not limited to, the following: church steeple, bell tower, spire, clock tower, cupola, light standard, flagpole with a flag, etc. A stealth facility may be an approved secondary use of other structures concealing the stealth facility.

While technically not a stealth wireless communications facility, Diamond respectfully proposes to construct a tower that will implement camouflaging techniques often found on stealth wireless communications facilities as the Monopine will be designed to look like a tall pine tree. Please see Sheet C8 as well as the enclosed Photo Simulations.

...

Sec. 4-1218. Permissible wireless facility locations.

Wireless communications facility may be permitted only as indicated below and in accordance with the provisions of this chapter. Regardless of the process required, the applicant must comply with all applicable submittal, procedural and substantive provisions of this chapter. Variances or deviations from the requirements of this division may be granted only in accordance with the requirements of section 4-1225 for a variance.

(1) Antenna supporting structures shall only be approved in the locations and through the process indicated in Table 4-1221.

Diamond respectfully requests to construct the Monopine on a parent parcel zoned RPD and programed as a maintenance area for the development. Please see Sheets P2, C0, C1, C1.1, and C2.

(2) ...

(4) Wireless communications facilities are prohibited in wetlands.

N/A – The Monopine will be located within a golf course maintenance compound on the parent parcel. Please see Sheets C1, C1.1, and C2.

(5) Wireless communications facilities are prohibited in the density reduction groundwater resource (DRGR) future land use areas, environmentally critical zoning districts and the Downtown District, except for:
   a. Stealth wireless communication facilities;
   b. Surface-mounted and flush-mounted antennas on existing buildings or structures;
   c. Collocations on existing facilities.

   The design of any facility proposed in these areas must be reviewed in accordance with the provisions of sections 4-1219 and 4-1221.

N/A – the Monopine is not proposed within the DRGR. That said, the Monopine will be a stealth wireless communication facility, designed to look like a pine tree. Please see Sheet C8, C0, and C0.1.

(6) Stealth wireless communications facilities must apply for administrative review as set forth in section 4-1219(c).

Diamond respectfully requests approval to construct a 149' AGL monopine style wireless communications facility on the parent parcel. Please see Sheet C8 as well as the Photo Simulations and the Code analysis below.

(7) ...

Sec. 4-1219. Development review process.

(a) *Preapplication conference.*
   (1) ...

(b) *Expedited review.*

[Continued On Next Page]

(1) *Sufficiency of application.* Upon receipt of an application for a wireless communication facility regulated by this division, the city shall notify the applicant in writing within 20 business days after the date the application is submitted, whether the application, for administrative purposes only, is properly completed and has been properly submitted. Such determination shall not be deemed as an approval of the application. Such notification shall indicate with specificity any deficiencies which, if cured, shall make the application properly completed. Failure to find the application properly completed or to provide the applicant a written notification specifying any deficiencies within the timeframe specified herein shall be deemed an automatic finding that the application is properly complete.

Noted. Diamond agrees that the review shot clocks, contained in F.S. 365.172(13), 47 U.S.C. 332, and FCC Report and Order 18-133 do not begin running until after the publicly noticed community meeting is completed.

(2) *Placement of antennas and ancillary equipment.*

a. ...

(3) *Applications for a new antenna-supporting structure or stealth wireless communication facility.*

a. *Administrative review.* Upon submission of a properly completed application for a new antenna-supporting structure that requires an administrative review or for a stealth wireless communication facility, the city shall conduct an administrative review and shall grant or deny a properly completed application within 90 business days after the date the properly completed application is initially submitted. Failure to grant or deny such application within the timeframe specified herein shall be deemed an automatic approval of the application.

Noted.

b. *Special exception review.* Upon submission of a properly completed application for a new antenna-supporting structure that requires a special exception review, the city shall schedule the application for public hearing within 45 days before the zoning board. The city shall grant or deny a properly completed application within 90 business days after the date the properly completed application is initially submitted. Failure to grant or deny such application within the timeframe specified herein shall be deemed an automatic approval of the application.

Noted.

(4) *Waiver.* To be effective, a waiver of the timeframes set forth in subsections (b)(1) through (3) of this section must be voluntarily agreed to by the applicant and the city. The city may request, but not require, a one-time waiver of the time frames set forth herein in the case of a declared local, state, or federal emergency that directly affects the administration of all permitting activities of the city.

Noted.

(c) *Zoning.*

(1) *Administrative review.* Where provided by this division, an application will be reviewed by the director for compliance with this chapter. The director may attach conditions to any facility approved administratively if such conditions are reasonably necessary to effectuate the intent and purpose of this Code and other applicable regulations.

(2) *Special exception.* Where, pursuant to Table 4-1221, a special exception is required, the application must be reviewed pursuant to the provisions of section 4-145(c) and this division. The city council decision constitutes final agency action.

Diamond respectfully requests a PD amendment to add the Monopine to the Hunter's Ridge PD. In the spirit of a completeness, an analysis of Section 4-145(c) is provided below.

(3) *Final decision.*

a. *Approval.* ...

b. *Denial.* Decisions by the city to deny an application for a proposed wireless communications facilities must be in writing and supported by substantial competent evidence contained in a written record.

c. *Building permits and development orders.* Building permits and development orders are required for all nonexempt wireless communication facilities in accordance with this chapter and chapters 3 and 6.

Noted.

Sec. 4-1220. Application submittal requirements.

(a) *Minimum required information for all wireless communication facilities applications.* Unless an applicant can demonstrate to staff that the proposed change is nonsubstantial by meeting the exemptions pursuant to Subpart CC—State and Local Review of Applications for Wireless Service Facility Modification in § 1.40001 Wireless Facility Modifications, applications for wireless communication facilities must include the information specified below. However, upon written request, on a form prepared by the city, the director may modify the submittal requirements contained in this section where it can be clearly demonstrated that the submission will have no bearing on the review and processing of the application. The request for a waiver or modification must be submitted to the director prior to submitting the application. A copy of the request and the director's written response must accompany the application and will become a part of the permanent file.

(1) *First antennas on existing or new structures (and the ancillary appurtenances and equipment enclosures).*

a. ...

(2) *Stealth or camouflaged wireless communication facilities.*

a. ...

(3) *New antenna-supporting structures.*

a. Documentation of authority and acceptance of responsibility for compliance with these regulations, executed by the property owner, the applicant, and, if different, the provider who will be placing antennas on the proposed antenna-supporting structure.

Please see the enclosed Ground Lease, making Diamond responsible for maintaining the Monopine and its compound. Additionally, please also see the enclosed Agent of Record Affidavits from the property owner and Diamond and Covenant of Unified Control.

b. The name, address, and telephone contact information for the owners of the proposed antenna-supporting structure; and an affidavit that such information will be updated annually or upon a change of ownership after the application is approved.

Please see Sheet T-1 as well as the enclosed Covenant of Unified Control.

c. A license (and for broadcast structures, a construction permit) issued by the FCC to transmit radio signals in the city.

Please see the enclosed FCC licenses for T-Mobile.

d. To determine the availability of existing structures that could be used as an alternative to constructing a new antenna-supporting structure:
   1. A graphical representation and an accompanying statement of the site coverage area, design radius planned for the cell, and the geographic search area used to locate the proposed facility.
   2. A radio frequency plot indicating the coverage of the provider's existing wireless communications sites adjacent to the proposed site.
   3. A statement of the power levels of the facility.
   4. A statement confirming the overall height of the facility and all other facilities on the subject property, in terms of grade and sea-level.
   5. A list and map identifying all existing wireless communications facilities to which the proposed facility will be a handoff candidate, including latitude, longitude, and power levels of each.

Please see the enclosed RF package.

e. A letter or letters:

1. Demonstrating consent from the Lee County Port Authority if the wireless communications facilities is to be located within the county airspace notification limits of sections 34-1008 and 34-1010 of the Lee County Land Development Code and if the structure is over 125 feet, regardless of location, proof that a tall structures permit was issued by the Lee County Port Authority;

Please see the enclosed Lee County Port Authority Tall Structures Permit application. The permit will be supplemented into the file once received.

2. Confirming review and recommendation from the county mosquito control district, the county sheriffs department and the director of public safety or their respective designee, for any antenna-supporting structure exceeding 35 feet; and

Please see the enclosed Lee County Mosquito District Email for No Objection Letter. The letter will be supplemented into the file once received.

3. Confirming FAA compliance with Subpart C of the Federal Aviation Regulations Part 77, Objects Affecting Navigable Airspace.

Please see the enclosed Airspace Study, showing compliance with FAA regulations.

4. Letters of no objection from affected easement holders, not older than six months from the time of the application submittal.

N/A

[Continued on Next Page]

5. Letters of coordination, as defined in section 4-1216, with text of the required notice as follows:

   "Pursuant to the requirements of the Bonita Springs Land Development Code, (name of applicant) is hereby providing you with notice of our intent to meet with the Bonita Springs Department of Community Development in a preapplication conference to discuss the location of a free-standing wireless communications facility that would be located at (location). We plan to construct an antenna-supporting structure of (number of) feet in height for the purpose of providing (type of wireless service). Please inform the city and us if either of the following applies:

   a. You intend to place additional wireless communications facilities within two (2) miles of our proposed facility; or

   b. You know of an existing building or structure that might accommodate the antennas associated with our proposed facility.

   Please provide us with this information within ten (10) days following the receipt of this letter.

   Sincerely, (applicant, wireless provider)"

Notice was already accomplished when Diamond sent out notices for the Community Meeting that was held on August 14, 2025.

f. A survey of the subject property completed by a registered land surveyor which shows all existing conditions.

Please see the enclosed Survey.

g. Photo-simulated post-construction renderings of the proposed antenna-supporting structure, equipment enclosures, and ancillary appurtenances as they would look after construction from areas where the proposed antenna-supporting structure will be visible according to the balloon test and sight lines.

Please see the enclosed Photo-Simulations.

h. Shared use plan or copy of an executed shared use plan for the existing facility.

Please see the enclosed Colocation Affidavit, committing to provide space for up to four carriers upon the Monopine.

i. Floor plans, elevations, and cross sections at a scale no smaller than ¼ = 1 (1:48) of any proposed accessory structure.

Please see the enclosed Site Plan Set.

j. To scale elevation drawings, indicating the roof, facades, doors, and other exterior appearance and materials of the proposed wireless communication facility, signed and sealed by a professional engineer.

Please see the enclosed Site Plan Set.

(b) *Additional required information for wireless communication facilities requiring a public hearing.* In addition to the submittals required by sections 4-194 and 4-195, and the requirements of subsection (a) of this section, the following information must be provided:

(1) *Lease required.* If the property owner is not a provider, the application must include a copy of an executed lease agreement or memorandum of lease between the applicant or property owner and a provider. Where no lease agreement has been executed, the applicant must include an affidavit signed by a provider attesting to the providers intent to make application for development order approval to place antennas on the wireless communications facility if the zoning application is approved.

Please see the enclosed Ground Lease.

(3) Graphic results of the balloon test conducted by the applicant pursuant to the requirements set forth in subsection (d) of this section.

A balloon test will be conducted after the first round of staff comments have been issued.

(c) *Information for wireless communication facilities required at time of application for a development order or building permit.* In addition to the submittals required by subsection (a) or (b) of this section, as applicable, the following information must be provided along with the application for a development order or building permit:

(1) A certificate of insurance as required by section 4-1222.

Please see the enclosed Certificate of Insurance.

(4) Proof the wireless communications facility has been designed to withstand sustained winds in accordance with the state building code.

Please see Sheet T1, Code Compliance Box as well as the enclosed Structural Analysis.

(5) For new antenna-supporting structures, proof the antenna-supporting structure has been designed so that, in the event of structural failure, it will collapse within the boundaries of the leased area of the lot on which it is located.

Please see Sheet T1, Code Compliance Box as well as the enclosed Structural Analysis.

(6) A stamped or sealed structural analysis of the wireless communication facility prepared by a professional engineer indicating the proposed and future loading capacity of the facility and specifying the design structural failure modes of the proposed facility; or, where the wireless communication facility is to be mounted on an existing building or

structure, a stamped or sealed structural analysis prepared by a professional engineer showing the ability of the building or structure to carry the load of the wireless communication facility.

Please see Sheet T1, Code Compliance Box as well as the enclosed Structural Analysis.

(7) For new antenna-supporting structures and first antennas on antenna-supporting structures, a landscape plan prepared by and bearing the seal of a landscape architect, including a narrative and calculations to ensure that the proposed landscaping will be in compliance with this Code.

Diamond respectfully requests to use the existing vegetation around the parent parcel as the landscape buffer in this instance. Please see Sheet C1.1.

(6) Surety for removal. For new antenna-supporting structures, a financial surety or other form of financial guarantee, payable to the city, to ensure timely removal of the structure in the event of abandonment, non-use or cessation of use. The surety must conform with the following requirements:

a. *Approval required.* The surety must be posted prior to issuance of a building permit or development order to guarantee the removal of the antenna-supporting structure. The amount of the surety must be acceptable to the director. Additionally, before any surety instrument is accepted by the director as to compliance with this section, the surety instrument must be reviewed and approved by the city attorney's office. Once approved and funded, the surety instrument must be filed with the city clerk.

b. *Types of surety.*
   1. Cash performance bond.
   2. Other types of security. The city clerk may accept letters of credit or escrow account agreements or other forms of security provided the reasons for not obtaining the bond are stated and the city attorney approves the document.

c. *Certified cost estimate required.* The amount of the surety will be based upon a professional engineer's certified cost estimate of all costs associated with removing the antenna-supporting structure from the site and properly disposing of the dismantled antenna-supporting structure. A revised certified cost estimate for removal and disposal must be submitted to the director every 36 months beginning from the date of the original certification and continuing until the structure is removed from the site and is properly disposed of.

d. *Initial amount of surety.* The required surety must be posted with the city clerk and made payable to the city in an amount equal to 110 percent of the full cost of removal and disposal of the antenna-supporting structure as set forth in the professional engineer's certified cost estimate.

e. *Surety to remain in effect.* The amount of the surety must be kept in full force and effect at all times. The approved surety, including any additional amounts required by the revised cost certification, must remain funded at 110 percent of the cost of removal and disposal until the antenna-supporting structure is removed from the site and properly disposed of.

f. *City's use of surety funds.* The city may use the posted surety funds to remove or secure a wireless communication facility upon a determination of abandonment, non-use or cessation of use as set forth in section 4-1223. The city may use surety funds to pay for any and all costs associated with the removal and disposal of the structures. Contemplated costs may include, but are not limited to, costs incurred by any agency necessary to facilitate the safe removal and proper disposal of the structure, including traffic control, transportation of those at risk during the tower removal, temporary sheltering costs for evacuees, emergency services and utility disconnection, etc. In the event the posted amount of surety funds is insufficient to cover the full cost of removal, the city may file a lien on the site property for the amount of unpaid costs, including legal fees.

g. *Exemption from surety requirement.* The director may, with approval from the city attorney's office, exempt the city or a governmental entity from the surety requirement.

Diamond will provide a tower removal bond in favor of the City in the amount of $35,000.00 with the building permit application. Please see the enclosed signed and sealed Engineer's estimate of costs, which shows the cost to remove the Monopine.

(d) *Balloon test.* A balloon test must be submitted prior to any application for an antenna supporting structure being deemed sufficient. The applicant must conduct the balloon test in accordance with the following regulations:

(1) Seven to 14 calendar days in advance of the first test date, the applicant must advertise, in a newspaper of general circulation in the city the dates (including a second date, in case of poor visibility on the initial date), times, and location of this balloon test. A copy of the ad and proof of publication must be provided to the director as part of the application.

(2) At least 14 calendar days in advance of this balloon test, the applicant must inform the director, in writing, of the dates and times of the test.

(3) The balloon must be flown for at least eight hours between 7:00 a.m. and 7:00 p.m. on the dates chosen.

(4) The applicant must provide photographs of the balloon taken from each sight line. The photographs must identify the sight lines and distances from the proposed antenna-supporting structure.

(5) The test is to be performed not more than six months prior to an application submittal.

A balloon test will be conducted after the first round of staff comments have been issued.

Sec. 4-1221. Development regulations.

(a) The development regulations set forth herein apply to all wireless communications facilities as indicated.

(1) Where permissible, antenna-supporting structures.

TABLE 4-1221. PERMISSIBLE TOWER HEIGHTS, TYPES, LOCATIONS AND APPLICABLE REVIEW PROCESS

Land Use (Notes 1, 2, 3)	Tower Type	Maximum Overall Height Allowed by	Overall Height Allowed by Special Exception (Note 4)

		Administrative Approval	
Residential	Stealth	35 feet	35.1 feet—75 feet
	Camouflaged	35 feet	35.1 feet—75 feet
Commercial	Stealth	75 feet	75.1 feet—125 feet
	Camouflaged	65 feet	65.1 feet—110 feet
	Monopole	50 feet	50.1 feet—75 feet
Industrial	Stealth	100 feet	100.1 feet—149 feet
	Camouflaged	90 feet	90.1 feet—149 feet
	Monopole	80 feet	80.1 feet—149 feet
	Self-Support	75 feet	75.1 feet—149 feet
	Guyed	75 feet	75.1 feet—149 feet
	Lattice	75 feet	75.1 feet—149 feet
Other	Stealth	35 feet	Over 35 feet
	Camouflaged	35 feet	Over 35 feet
	Monopole	***35 feet***	***Over 35 feet***
	Self-Support	35 feet	Over 35 feet
	Guyed	35 feet	Over 35 feet
	Lattice	35 feet	Over 35 feet

(***emphasis*** provided).

Notes:

1. Antenna supporting structures over 35 feet may be approved administratively in accordance with the above table only when located at least 500 feet, as measured from the property line, from any residentially-zoned property or property having a residential land use.
2. Additional regulations may apply (See section 4-1221(d)(2) regarding height).
3. See *Land Use* definition provided in section 4-1216.
4. Roof-mounted, flush-mounted and surface-mounted antennas on existing buildings or structures can be administratively approved, up to the maximum height allowed in the land use category or the height previously permitted for the building, provided that the antennas and any associated equipment is stealth or camouflaged in design, and architecturally and aesthetically compatible with the existing building or structure housing the antennas and equipment.

Diamond respectfully requests a PD amendment to add the Monopine to the Hunter's Ridge PD.

(b) *District impacts minimized.*

(1) *Generally.* Antenna-supporting structures must be located in a manner that is consistent with the city's interest in land use compatibility, within and between zoning districts, as set forth in section 4-399 et seq.

(2) *Siting priorities.* In order to justify the construction of an antenna-supporting structure, the applicant must demonstrate that higher ranking alternatives in the following hierarchy, do not constitute reasonable, compatible or feasible alternatives. Such demonstration must include a statement of position, qualifications, and experience by a qualified radio frequency engineer.

a. Surface-mounted antennas on existing facilities.
b. Roof-mounted antennas on existing facilities.
c. Stealth wireless communication facility, or antennas collocated or combined with a stealth facility.
d. Collocated or combined antennas.
e. Antenna-supporting structure, monopole. (**emphasis** supplied).

Diamond respectfully proposes to construct a monopole wireless communication facility, that employs tree type camouflaging techniques, to resolve T-Mobile's significant gap in service to the area in and around Hunter's Ridge. There are no existing towers or tall structures of sufficient height within T-Mobile's search ring. Please see the enclosed Photo Simulations as well as the enclosed RF Package.

(3) *Proliferation minimized for nonexempt wireless facilities.*

a. *Generally.* No antenna-supporting structure will be permitted, unless the applicant demonstrates that the proposed antenna cannot be accommodated on an existing building or structure or by construction of a stealth facility.

Diamond respectfully proposes to construct the Monopine to resolve T-Mobile's significant gap in service to the area in and around Hunter's Ridge. There are no existing towers or tall structures of sufficient height within T-Mobile's search ring. Please see the enclosed RF Package.

b. *Additional documentation.* Additional documentation may also be submitted to demonstrate compliance with this section:

1. That no existing buildings or structures within the geographic search area meets the applicant's radio frequency engineering requirements;
2. That no building or structure within the geographic search area has sufficient structural strength to support the applicant's radio frequency engineering requirements; or
3. That there are other radio frequency engineering factors that render stealth, surface-mounted, roof-mounted or collocated wireless communication facilities unfeasible.

Diamond respectfully proposes to construct the Monopine to resolve T-Mobile's significant gap in service to the area in and around Hunter's Ridge. There are no existing towers or tall structures of sufficient height within T-Mobile's search ring. Please see the enclosed RF Package.

(4) *Land use priorities.* In order to justify locating a proposed antenna-supporting structure within a land use lower in the hierarchy below, the applicant must adequately

demonstrate that siting alternatives within higher ranked districts, beginning with subsection (2)a. of this section, are not reasonable or feasible. This demonstration must include the submission of a statement of position, qualifications, and experience by a qualified radio frequency engineer.

a. Commercial.
b. Industrial.
c. Mixed use/planned development.
d. Residential.
e. Density reduction groundwater resource, resource protection, public/semi-public and the Downtown District. (**emphasis** supplied).

Diamond respectfully proposes to construct the Monopine on a parent parcel zoned RPD, in an area programmed as a golf course maintenance compound. There are no commercial or industrial zoned parcels that are known to be available and have adequate space within T-Mobile's search ring.

(c) *Visual impacts minimized.*

(1) *Generally.* Antennas must be configured in a manner that is consistent with the character of the surrounding community and must be of a color that blends with the structure to which it is attached, so that adverse visual impacts on adjacent properties are minimized.

The Monopine will be designed to look like a large pine tree and located within a golf course maintenance area that is surrounded by mature trees on three sides. Mature trees exist throughout the area, breaking up viewsheds and providing context for the monopine camouflaging. Please see Sheets C1, C1.1, and C8 as well as the enclosed Photo Simulations.

(2) *Antenna type priorities.* In order to justify the use of an antenna type lower in the hierarchy below, the applicant must adequately demonstrate that higher-ranked alternatives in the following hierarchy, beginning with subsection (2)a. of this section, are not reasonable or feasible.

a. Flush-mounted.
b. Panel.
c. Whip.
d. Dish.

(emphasis provided)

The Monopine will be equipped with panel antennas due to T-Mobile's network architecture that will be covered with vegetated socks and mounted on headframes that are nestled within the vegetated canopy. Please see Sheet C8 as well as the enclosed Photo Simulations.

(3) *Stealth facilities.*

a. No stealth facility may have antennas or ancillary equipment that are readily identifiable as wireless communications equipment.

b. Stealth facilities must be designed so they are reasonably consistent with the surrounding built or natural environment. In order to determine compliance with this requirement, the city will consider the following criteria:

1. Overall height;
2. The compatibility of the proposed facility with surrounding built and natural features;
3. Scale;
4. Color;
5. Extent to which the proposed facility blends with the surrounding environment;
6. Extent to which the proposed facility has been designed to reasonably replicate a non-wireless facility; and

N/A

7. Extent to which the proposed facility is not readily identifiable as a wireless communications facility.

The Monopine will be the minimum height necessary to meet T-Mobile's RF Objectives. It will have a brown trunk and branches with green foliated canopy. All antennas that will be covered with vegetated socks and mounted on headframes that are nestled within the vegetated canopy. It will be completely dark at night. The Monopine will be located within a golf course maintenance area that is surrounded by mature trees on three sides. Further, mature trees exist throughout the area, breaking up viewsheds and providing context for the monopine camouflaging. Please see Sheets C1, C1.1, and C8 as well as the enclosed Photo Simulations.

(4) *Camouflage, screening, and placement.*

a. *Color.* Antenna-supporting structures and ancillary appurtenances, including transmission lines, must maintain a galvanized gray finish or other contextual or compatible color as determined by the city, except as otherwise required by the FAA or FCC.

The Monopine will have a brown trunk and branches with green canopy foliage, all cabling will be internal to the Monopine itself and all antennas will be covered with vegetated socks and nestled within the canopy. Please see Sheet C8 as well as the enclosed Photo Simulations.

b. *Fencing.* The developer of a wireless communication facility must install a fence or wall not less than eight feet and not more than ten feet in height from finished grade to enclose the base of the antenna-supporting structure and equipment enclosures associated with any wireless communication facility. Access to the antenna-supporting structure must be controlled by a locked gate. The fence must be constructed in

accordance with section 4-1465. Not more than three strands of barbed wire, spaced six inches apart, may be allowed above the fence.

The Monopine will comply. Please see Sheets C2 and C3.

c. *Landscaping.*
   1. A landscaped buffer of at least ten feet in width must be planted along the entire exterior perimeter of the fence or wall required by subsection (c)(4)b of this section. Where the proposed antenna-supporting structure will be located adjacent to a residential or public recreational use, or a lot within a residential zoning district, the landscaped buffer must be at least 15 feet in width.
   2. A buffer required by this section must contain sabal palms planted one feet on center, and a double hedge row of native shrubs. Section 3-422, planting standards, must be met. The hedge must be maintained at a minimum height equivalent to the fence height.
   3. Where these regulations would require existing facilities to meet current landscaping requirements, the director may reduce or eliminate such requirements if the director determines that the requirements would be unreasonable, unfeasible or otherwise inequitable under the circumstances. The director's decision is discretionary and may not be appealed. Applicants may apply for a variance from the landscaping requirements herein.

Diamond respectfully requests to use the mature existing vegetation and landscaping around the golf course maintenance compound in lieu of a planted buffer. The compound's East and South sides abut mature existing vegetation and landscape buffers while the North and West sides of the compound are internal to the golf course maintenance area. As such, the sound planning objective of buffering would not be achieved in this instance by either planting landscaping that is internal to a maintenance area or removing existing mature vegetation in order to replace it with juvenile plantings. Please see Sheet C1.1.

(5) *Other facilities.*
   a. ...

(d) *General property development regulations.*
   (1) *Setbacks.*
      a. *New facilities. ...*
      c. *Stealth wireless communications facilities, ancillary appurtenances, and equipment enclosures.* Stealth wireless communications facilities, ancillary appurtenances, and equipment enclosures must meet the minimum setback requirements for the zoning district in which they are proposed. Setback requirements for stealth facilities may be reduced if necessary to reduce the visual impact or enhance the compatibility of the proposed facility on adjacent properties and the surrounding community.

The Monopine will comply. Please see Sheet C2.

(2) *Height.*

a. All antenna-supporting structures must comply with the re-quirements of sections 34-1008 and 34-1010 of the Lee County Land Development Code.

Diamond will comply. Please see the enclosed Tall Structures Permit Application and Mosquito Control District Email.

b. ...

e. In all other cases, the overall height of an antenna-supporting structure approved in accordance with section 4-1219 may not exceed 149 feet, except as provided below:
   1. FCC approved AM broadcast antenna-supporting structures may not exceed 250 feet in overall height.
   2. All other FCC approved broadcast antenna-supporting structures may not exceed 500 feet.
   3. Stealth facilities must be consistent with the scale and aesthetic qualities of the proposed facility, and consistent with the character of the surrounding community.

The Monopine will be 149' AGL. Therefore, it will meet the height limitation. Please see Sheet C8.

f. In no event may the provisions set forth in section 4-1873 apply to wireless communication facilities, except for stealth.

Noted.

g. The overall height of ground-mounted equipment or equipment enclosures may not exceed 12 feet.

Diamond will comply.

h. Private aircraft and helicopter landing facilities. Antenna-supporting structures proposed within a designated notification height boundary of a private aircraft or helicopter landing facility, as specified on the Airspace Notification Map, will be limited to the height specified by that boundary, according to the proposed facility's distance from the runway or landing facility.

Noted.

(e) *Construction.*
   (1) *Type of construction.* Broadcast facilities may utilize lattice or guyed antenna-supporting structures. All other wireless facilities must construct its towers in accordance with Table 4-1221.

The Monopine will comply. Please see Sheet C8.

(2) *Accommodation of future collocations.*

a. Antenna-supporting structures should be designed to accommodate future collocations.

b. The applicant must submit a shared use plan that commits the owner of the proposed antenna-supporting structure to accommodating future collocations where reasonable and feasible in light of the criteria set forth in this section.

The Monopine will be designed to support up to four carriers. Diamond will make the three extra colocations available at market rates. Please see Sheets C2 and C8, as well as the enclosed Colocation Affidavit.

(3) *Lighting.*

a. Except for security lighting and site lighting, other types of lights, signals or illumination will only be permitted on an antenna-supporting structure or ancillary appurtenances where lighting is required by the FAA, FCC, the city, or the county mosquito control district.

The Monopine will be completely dark at night. Please see Sheet C8 as well as the enclosed airspace study.

b. *Security lighting.* Security lighting and site lighting may be placed in association with an approved equipment enclosure. Site lighting must remain unlit, except when authorized personnel are present at the facility. Security lighting and site lighting must be shielded to prevent light trespass.

With the exception of technician lighting at the equipment cabinets that will be on timers when in use, the Monopine and its compound will be completely dark at night. Please see Sheet C8 as well as the enclosed airspace study.

c. *Required lighting.*

1. All antenna-supporting structures 150 feet or greater in height aboveground level must be artificially lighted and maintained pursuant to the technical requirements of the Federal Aviation Administration's current Advisory Circular 70/7460-1K, Obstruction Marking and Lighting, as amended, or other appropriate aviation authority, unless pre-empted by FAA or FCC regulations. All lighting must be approved in conjunction with the development order for the facility.
2. If the height of a structure under construction equals or exceeds the height at which permanent obstruction lights are required by the FAA, FCC or the division of development services, temporary high or medium intensity flashing lights must be installed at that level in accordance with Advisory Circular 70/7460-1K, Obstruction Marking and Lighting, as amended.

N/A – the Monopine will be 149' AGL. Please see Sheet C8.

(4) *Notice of commencement of construction.* Forty-eight hours before commencing construction of an antenna-supporting structure, and within 48 hours after the antenna-supporting structure construction reaches its maximum height, the county port authority,

sheriff's office, emergency medical services, the local fire district and the county mosquito control district must be notified by the entity constructing the antenna-supporting structure. Notice must include the location of the antenna-supporting structure tied to the state plane coordinate system for the Florida West Zone (North American Datum of 1983/1990 Adjustment).

Diamond will comply.

(5) *Floor area.* Floor area will be calculated based on the total impervious surface associated with an equipment enclosure. Floor area may not exceed 400 square feet per antenna array, not to exceed 2,500 square feet total area, without approval by special exception provided that the floor area meets all applicable setbacks and lot coverage requirements.

Diamond will comply. Please see Sheet C2.

(f) *Signage.*
(1) Signs on antenna-supporting structures, ancillary appurtenances, equipment enclosures, or on any fence or wall are prohibited, unless permitted in accordance with this subsection.
(2) If high voltage is necessary for the operation of proposed wireless communications facilities, "High Voltage-Danger" and "No Trespass" warning signs not greater than one square foot in area must be permanently attached to the fence or wall at intervals of not less than 40 feet and upon the access gate, or as otherwise required by the FAA or FCC.
(3) A sign not greater than one square foot in area must be attached to the access gate that includes the following information:
a. Federal registration number, if applicable;
b. Name of property owner, facility owner, providers, and contact person; and
c. An emergency contact number for the contact person.

Diamond will comply. Please see Sheet C7.

Sec. 4-1222. Fees and insurance.

(a) Antenna-supporting structures and wireless communications facilities must be insured by the owners against damage to persons and against damage to property. The owners must provide a certificate of insurance to the director annually.
(b) Fees for antenna-supporting structures and wireless communications facilities permitting and renewal, monitoring of emissions and inspection of structures, and other fees will be established by city council by resolution.

Diamond will comply. Please see the enclosed Certificate of Insurance.

Sec. 4-1223. Discontinued use.

(a) *Notice of discontinued use.* The owner of an antenna-supporting structure 75 feet or greater in height, the use of which has been discontinued for a period of one year, on an annual basis must provide the director with an affidavit of an intention to continue the use, including a description of the owners efforts to keep the facility in use. If the affidavit is not provided the

director may make a preliminary determination of discontinued use. For any other antenna-supporting structure, the use of which is discontinued for a period of 180 days, the director may make a preliminary determination of discontinued use. In making such a determination, the director may request documentation and affidavits from the property owners regarding the structure's usage, including evidence that use of the structure is imminent. The failure of a property owners to provide updated contact information on the owner of the antenna-supporting structure for two consecutive years will be presumptive evidence of discontinued use. If the director determines that the use of an antenna-supporting structure or antenna has been discontinued, the director will provide the property owner with a written notice of discontinued use by certified mail.

(b) *Declaration of discontinued use.* If the property owner fails to respond to the notice of discontinued use or to adequately demonstrate that the use of the antenna or antenna-supporting structure is not discontinued within 90 days, such failure will be evidence of discontinued use. Based on the foregoing, or on any other relevant evidence before the director, the director may make a final determination of discontinued use, whereupon a declaration of discontinued use will be issued to the property owner by certified mail.

(c) *Removal of facility.*

(1) Within 120 days of a declaration of discontinued use, the property owner must either:

a. Reactivate the use of the antennas or antenna-supporting structure as a wireless communications facility or transfer ownership of the antennas or antenna-supporting structure to another owner who will make use of the facility; or

b. Dismantle and remove the facility.

(2) If transfer of ownership occurs, the new owner must supply the director with an affidavit attesting that the antennas or antenna-supporting structure will be in use within 120 days of the transfer in accordance with subsection (c)(1) of this section. If the facility remains discontinued upon the expiration of 120 days, the city may enter upon the property and remove the facility, with all costs to be borne by the property owner. The city may use the funds posted in the surety for this purpose.

Noted. Please see Sheet N1.

Sec. 4-1224. Nonconforming antenna-supporting structures.

(a) ...

Sec. 4-1225. Special exception criteria; broadcast antenna supporting structure.

In order to grant a special exception for a wireless communication facility, the city council must make at least one of the following findings of fact:

(1) Failure to grant the special exception would prohibit or have the effect of prohibiting the provision of personal wireless services;

Diamond respectfully submits that failure to approve the Monopine will prevent T-Mobile from resolving a significant gap in their service to the public in and around the Hunter's Ridge area. Please see the enclosed RF Package.

(2) The special exception is necessary to ensure adequate public safety and emergency management communications;

Reliable wireless communications are a foundational part of our everyday life. Nowhere is this more true than when looking at 911 call statistics. In 2021, 89% of all 911 calls received in Orange County came from wireless numbers. This shows that reliable wireless service is no longer a luxury, it is a necessity for public safety. Please see the enclosed RF package and 911 Call Statistics.

(3) The special exception or any required variance or deviation is the minimum necessary in order for the applicant to provide broadcast services pursuant to an FCC-issued license or construction permit (existence of an FCC license requiring a broadcast antenna at a given height will constitute a presumption that this requirement has been met);

The Monopine will be 149' AGL, T-Mobile's colocation will be at the top. This is the minimum height necessary for T-Mobile to resolve its significant gap in service to the area of Bonita Springs in and around Hunter's Ridge.

(4) Failure to grant the special exception would prohibit or have the effect of prohibiting the provision of amateur radio services; or the special exception will obviate the need for additional antenna-supporting structures in the geographic search area.

Diamond respectfully submits that failure to approve the Monopine will prevent T-Mobile from resolving a significant gap in their service to the public in and around the Hunter's Ridge area. Please see the enclosed RF Package.

Sec. 4-302. Amendments to approved master concept plan.

(a) Amendments to an approved master concept plan or its attendant documentation may be requested at any time during the development of or useful life of a planned development.

Diamond respectfully requests a PD amendment to add the Monopine to the Hunter's Ridge PD. The parent parcel zoned RPD, in an area programmed as a golf course maintenance compound. Please see Sheet P1.

(b) Amendments that may be approved by the director include, in general, any change to the interior of the development which does not increase density or intensity (i.e., number of dwelling units or quantity of commercial or industrial floor area), or decrease buffers or open space. The director may not approve a change which results in the substantial underutilization of public resources and public infrastructure committed to the support of the development. In addition, the director may not approve changes which result in a reduction of total open space, buffering, landscaping and preservation areas or which adversely impacts on surrounding land uses.

Noted.

(c) All other requests for amendments to a master concept plan or its auxiliary documentation will treated procedurally as minor planned developments, but with application information and materials specified by section 4-295(a)(7).

Noted.

(d) Any application for an amendment that proposes a development which, taken by itself, would constitute a major planned development (development of city impact see sections 4-195(b) and 4-272(b)(1)) may not be treated as a minor planned development unless it clearly meets the criteria set forth in section 4-272(b)(2). Otherwise, it must proceed as a new and separate major planned development.

The Monopine will be unstaffed and require only power and telco connections. It will typically generate one trip per carrier per month, typically in a pickup truck sized vehicle.

(e) Notice of a plan amendment must be recorded in the same manner as the approved master concept plan itself.

Noted.

Thank you in advance for your assistance in this matter. Please do not hesitate to contact me if I am able to provide you with additional information.

Sincerely,

Mattaniah S. Jahn

Mattaniah S. Jahn, Esq.
MSJ/vlc
Enclosures

6NC0424D

Hunters Ridge FL391 Diamond

Wireless Telecommunication Facility

Radio Frequency (RF) Engineering Report

Last Updated	02/28/25
Revision Number	V1.0

Table of Contents

Statement of Need 1

5G Coverage Predictions 2

Certification Statement of Non-interference 3

I - Statement of Need

Statement of Need

To comply with FCC guidelines as defined in the Code of Federal Regulations Title 47, T-Mobile is deploying 4G and 5G services nationwide. To meet regulatory requirements and the increased customer demand, T-Mobile is committed to provide high-speed services throughout metro, suburban and rural areas.

General signal levels provided by existing T-Mobile facilities (sites) are reliable in most parts of the Naples area. The proposed facility is intended to cover gaps in about 1.5 mile radius. Mainly residential properties and communities.

Device users in this area can experience an inordinate amount of dropped connections, failed attempts, slow data speeds or a combination of problems. Unreliable service can exist for a variety of reasons including low signal levels, as in this case, which are due to the distances between the active sites. (Fig 1, Table 1)

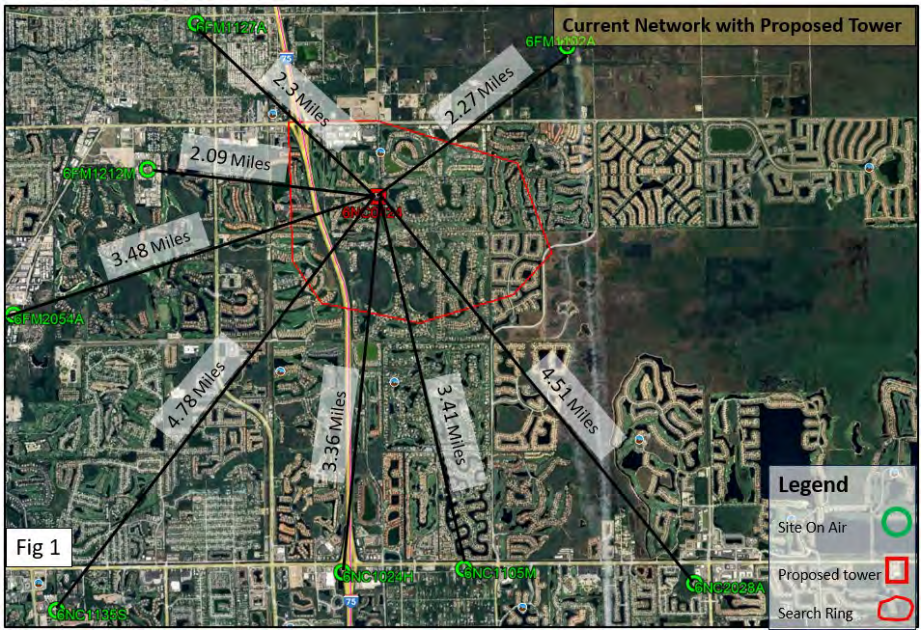


Fig 1

Predictive signal level maps presented in Fig 2 and Fig 3, demonstrate improvements when a new facility is added to the local area network. The predictions were calculated for a Monopine of ACL 140 feet.

Numerous upgrades and technology enhancements have been added to the network and surrounding facilities for at least the last ten years with measurable but insufficient improvements.

No viable structures of sufficient height were identified within the search ring radius. The proposed tower will mitigate and potentially eliminate performance issues around the area of concern.

The table below list the existing towers where T-Mobile is collocated and transmitting. Nothing else is available to provide adequate coverage in the search ring.

T-Mobile ID	Name	Class	Address	City	Antenna Elevation (ft)	Structure Height (ft)	Distance (mi)
6FM1102A	GLOBAL SIGNAL - BONITA SP	Guyed Tower	27100 Radio Tower Road	Bonita Springs	150	954	2.27
6FM1127A	Vertex Vision Baptist	Flagpole	11400 E. Terry Street	Bonita Springs	115	120	2.3
6FM1212M	SFL250 - 3_305 - Crown - Bonita Springs	Self Support Tower	10948 Enterprise Avenue	Bonita Springs	160	298	2.09
6FM2054A	Replacement for 6FM1054A	Self Support Tower	1173 Sun Century Rd.	Naples	180	180	3.48
6NC1135S	6NC1135S	Monopole	10500 GOODLETTE ROAD	Naples	140	144	4.78
6NC1024H	ATC EAGLES NEST	Monopole	5790 Immokalee Road	Naples	160	160	3.36
6NC1105M	SFL902 - 3_312 - ATT NAPLES FIRE STATION	Monopole	7010 Immokalee Rd	Naples	150	178	3.41
6NC2028A	Crown 830336	Monopole	15205 Collier Blvd	Naples	180	195	4.51
6NC0424D	Hunters Ridge FL391 Diamond	Monopine	12760 Fox Ridge Drive	Bonita Springs	140	150	0

Table 1

II - Coverage Predictions

Most Reliable Service	Moderate Service	Poor Service
Signal power levels able to support a wide range of wireless services both indoors and outdoors. These services include voice calls and high-speed data.	Users may experience call quality issues depending on the signal power levels at their specific location. These issues could include dropped calls, ineffective attempts (blocked calls) or slow data speeds. Service in outdoor locations would be markedly better than indoors in many instances.	A user would encounter call quality issues especially indoors or during network busy hours due to low signal power levels. These issues could include dropped calls, ineffective attempts (blocked calls) and slow data speeds. Service may only be available in outdoor locations. In the worst case a user may not be able to place an emergency (E911) call.

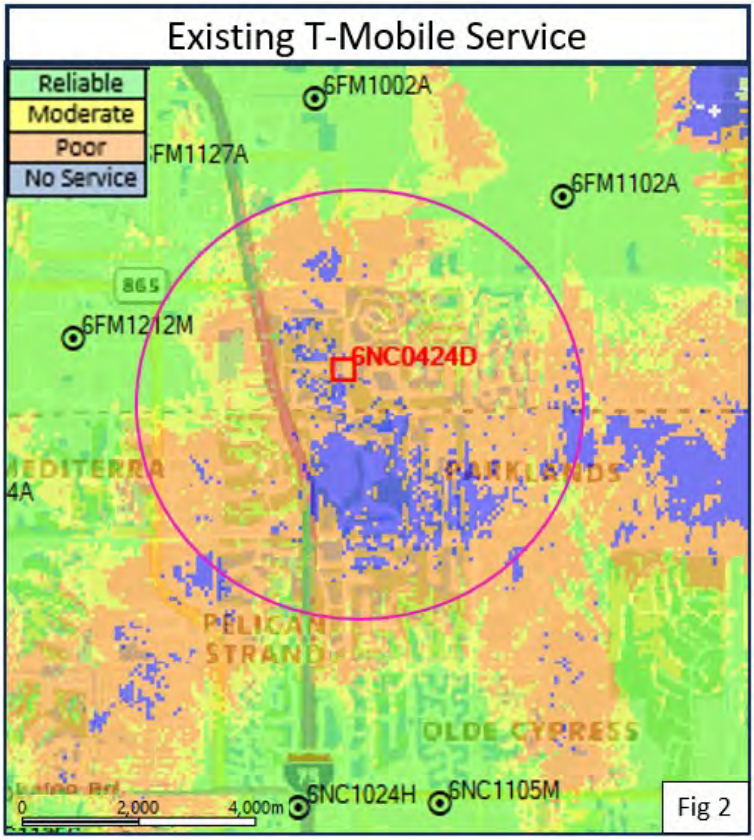


Fig 2

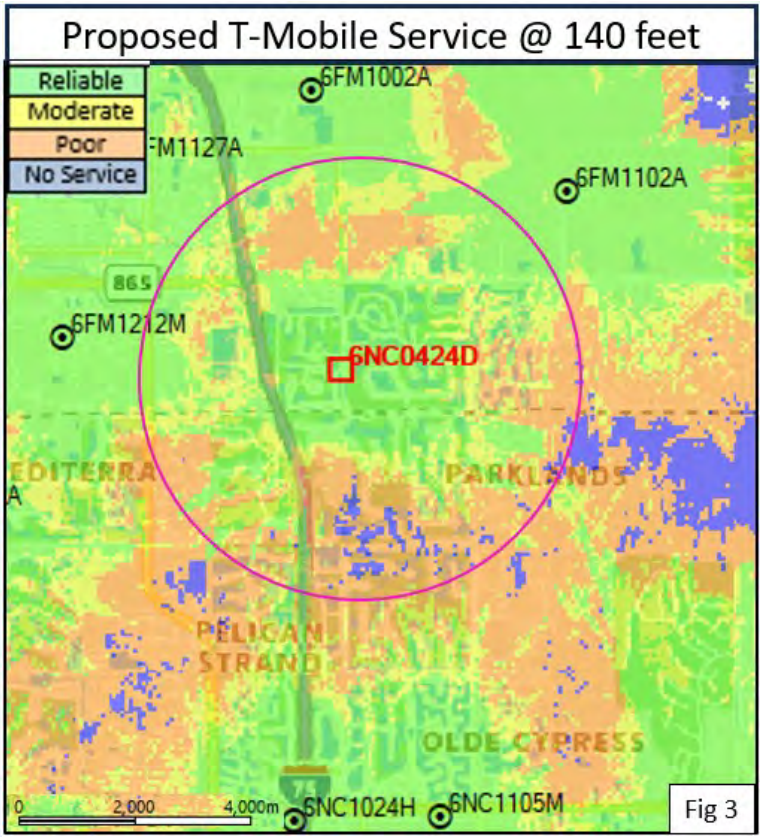


Fig 3

The current 4G-5G service in this part of the network is inadequate due to the distance of the 4G-5G towers to the coverage objective.

From Bonita Beach Rd. to Veterans Memorial Blvd. and from Livingston Rd. to Logan Blvd., the signal levels are too low to support reliable services. (Fig 2) In contrast, the addition of a Monopine facility at the new location drastically improves the coverage. (Fig 3)

III - Certification Statement of Non-interference

This letter provides information about the proposed T-Mobile transceiving equipment on an addition to a new facility in Naples and its potential interference with communication facilities located nearby; as well as the FCC rules governing the human exposure to radio frequency energy (OET 65 guidelines). T-Mobile shall comply with all FCC rules regarding interference to other radio services and T-Mobile shall comply with all FCC rules regarding human exposure to radio frequency energy. The proposed Monopole tower, and reception and transmission functions will not interfere with the visual and customary transmission or reception of radio, television or similar services as well as other wireless services enjoyed by surrounding properties.

The Federal Communication Commission (FCC) has allocated these frequencies exclusively for use by cellular service providers. Each cellular service provider is assigned specific frequencies (channels) on which to transmit and receive radio signals.

Cellular transmitters must be type-accepted by the FCC to ensure compliance with technical standards that limit the frequencies, output power, radio frequency emissions, spurious radio noise and other technical parameters. Cellular licensees like T-Mobile owns are required to use type-accepted equipment. The assignment of frequencies and FCC rules keep cellular radio signals from interfering with or being interfered with by other radio transmissions and provide guidelines outlining the limits for permissible human RF exposure. In the event of a complaint of interference or other concerns about cellular antenna facilities, the FCC has a resolution process to determine the source of interference and whether a facility follows FCC rules.

In the event of interference or other known issues with the transmission facility contact with the T-Mobile Network Operations Center (NOC) can be established 24 hours a day, 7 days a week 365/366 days per year at the following numbers: (877) 611-5868 (DAY), (877) 611-5868 (NIGHT)

Name Olga Maffeo Title T-Mobile Sr XD Engineer, Radio Frequency

Signature Olga Maffeo

verizon

Florida RF Engineering
February 2, 2026

Hunters Ridge
Coverage and Capacity

Introduction

There are two main drivers that prompt the need for a new cell site. One is coverage and the other is capacity.

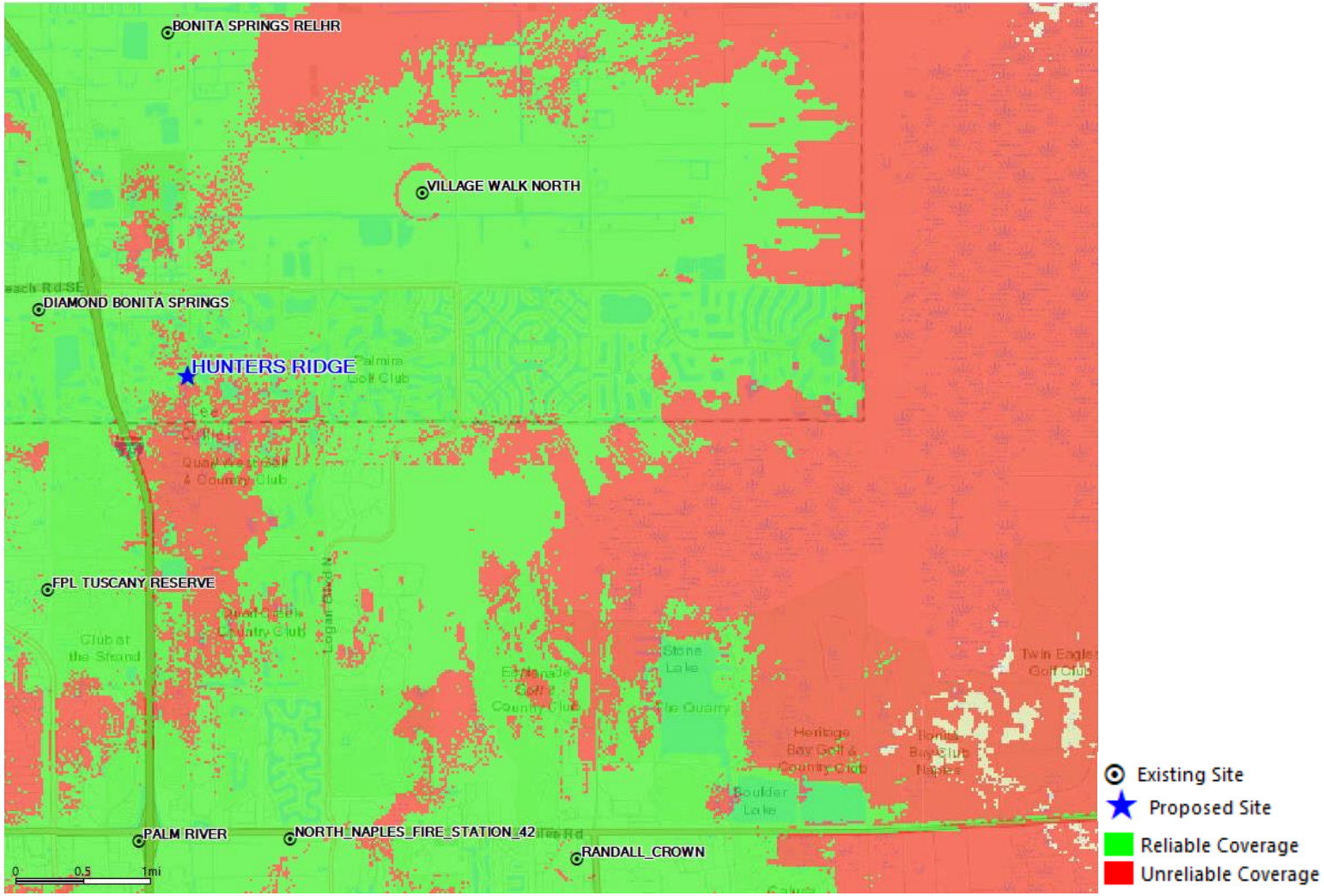
Coverage is the need to expand wireless service into an area that either has no service or bad service. The request for service often comes from customers or emergency personnel. Expansion of service could mean improving the signal levels in a large apartment complex or new residential community. It could also mean providing new service along a newly built highway.

Capacity is the need for more wireless resources. Cell sites have a limited amount of resources to handle voice calls, data connections, and data volume. When these limits are reached, user experience quickly degrades. This could mean customers may no longer be able to make/receive calls nor be able to browse the internet. It could also mean that webpages will be very slow to download.

The area east of I-75 and south of Bonita Beach Rd SE in Bonita Springs, FL is both a **coverage and capacity** limited area. The proposed cell site will improve the **coverage** in the area and offload the **capacity** of the surrounding cell sites.

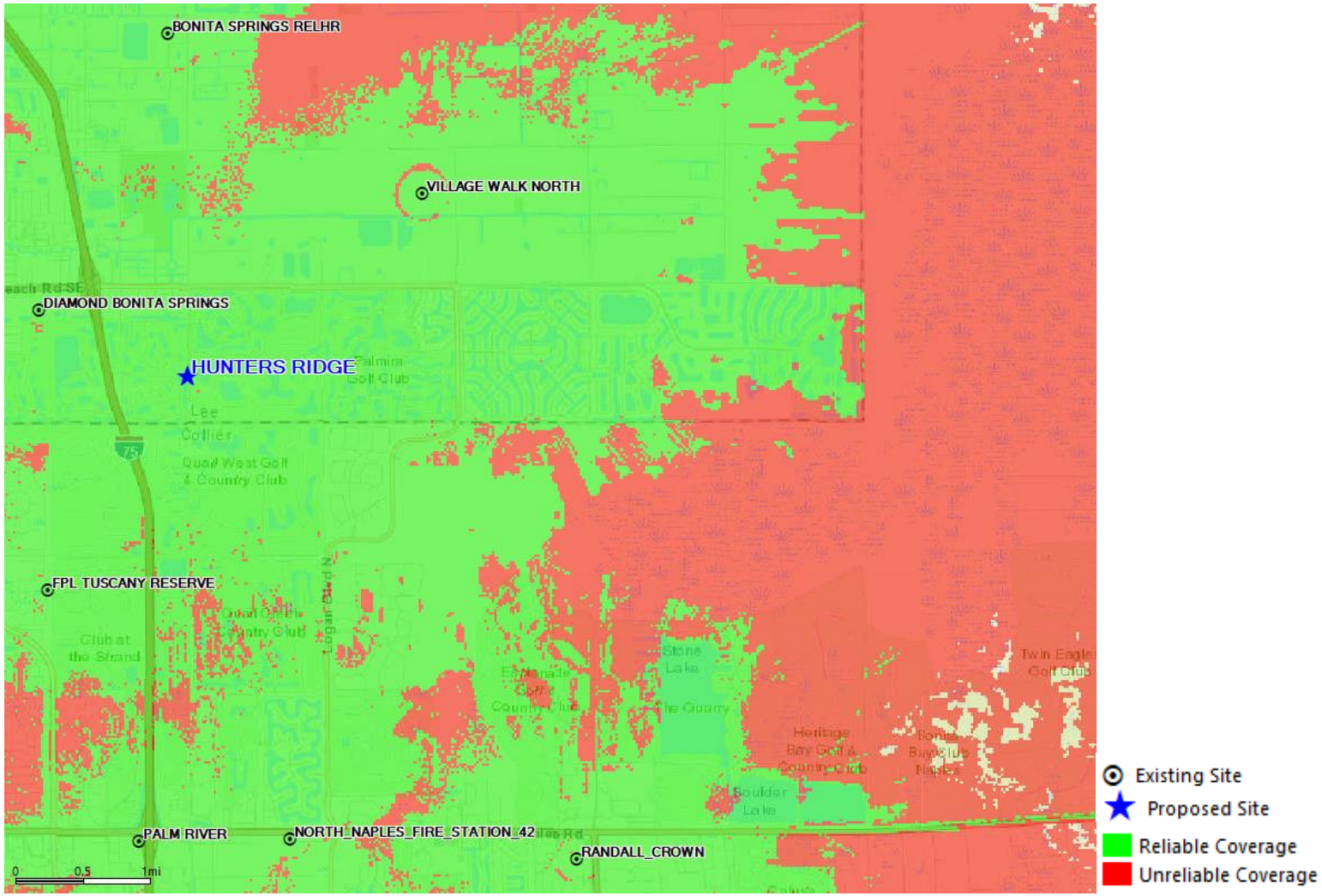
Verizon confidential and proprietary. Unauthorized disclosure, reproduction or other use prohibited.

AWS LTE Current Coverage



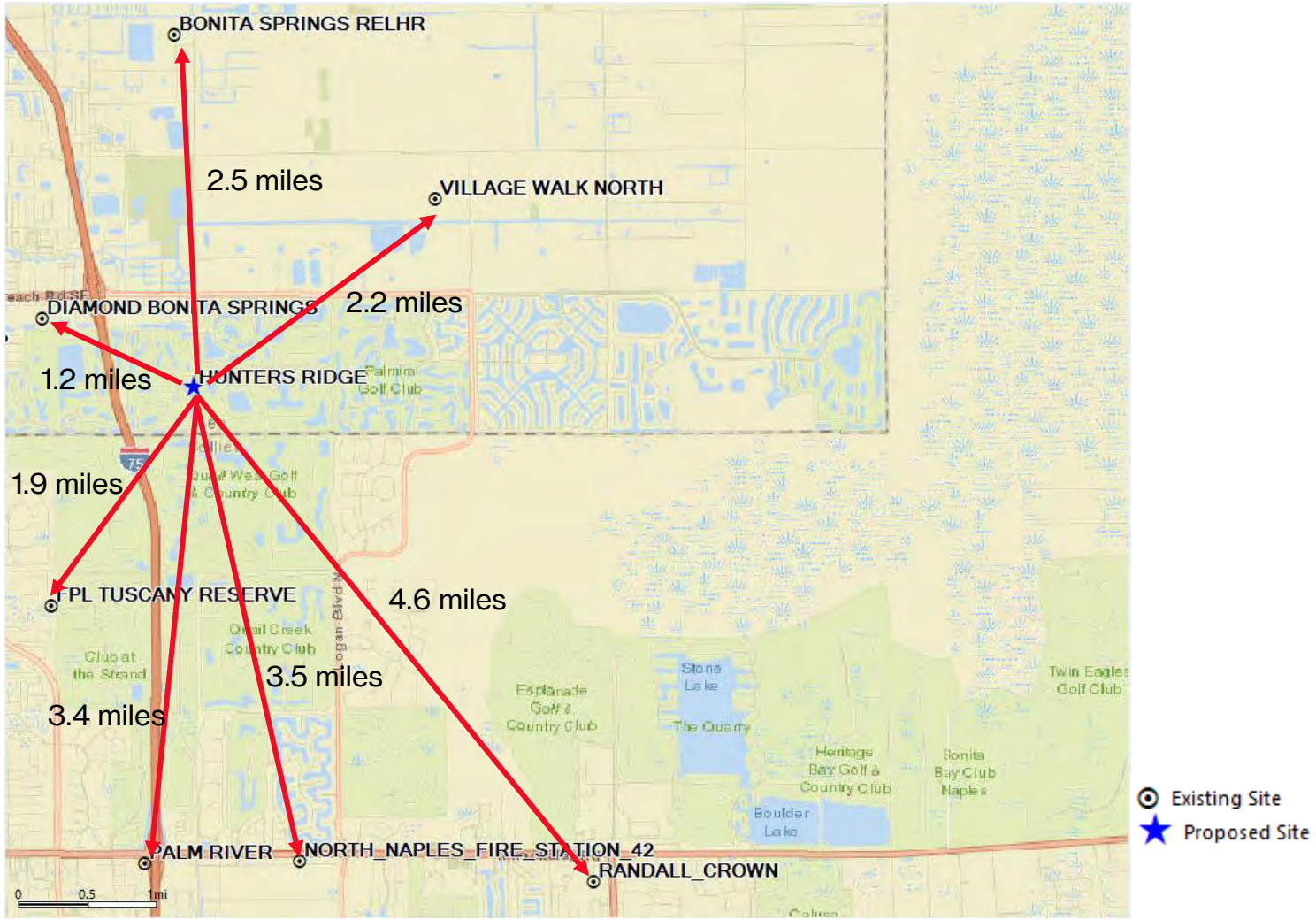
Verizon confidential and proprietary. Unauthorized disclosure, reproduction or other use prohibited.

AWS LTE Proposed Coverage



Verizon confidential and proprietary. Unauthorized disclosure, reproduction or other use prohibited.

Distance to Existing On Air Macro Verizon Sites



Verizon confidential and proprietary. Unauthorized disclosure, reproduction or other use prohibited.

Verizon Search Ring

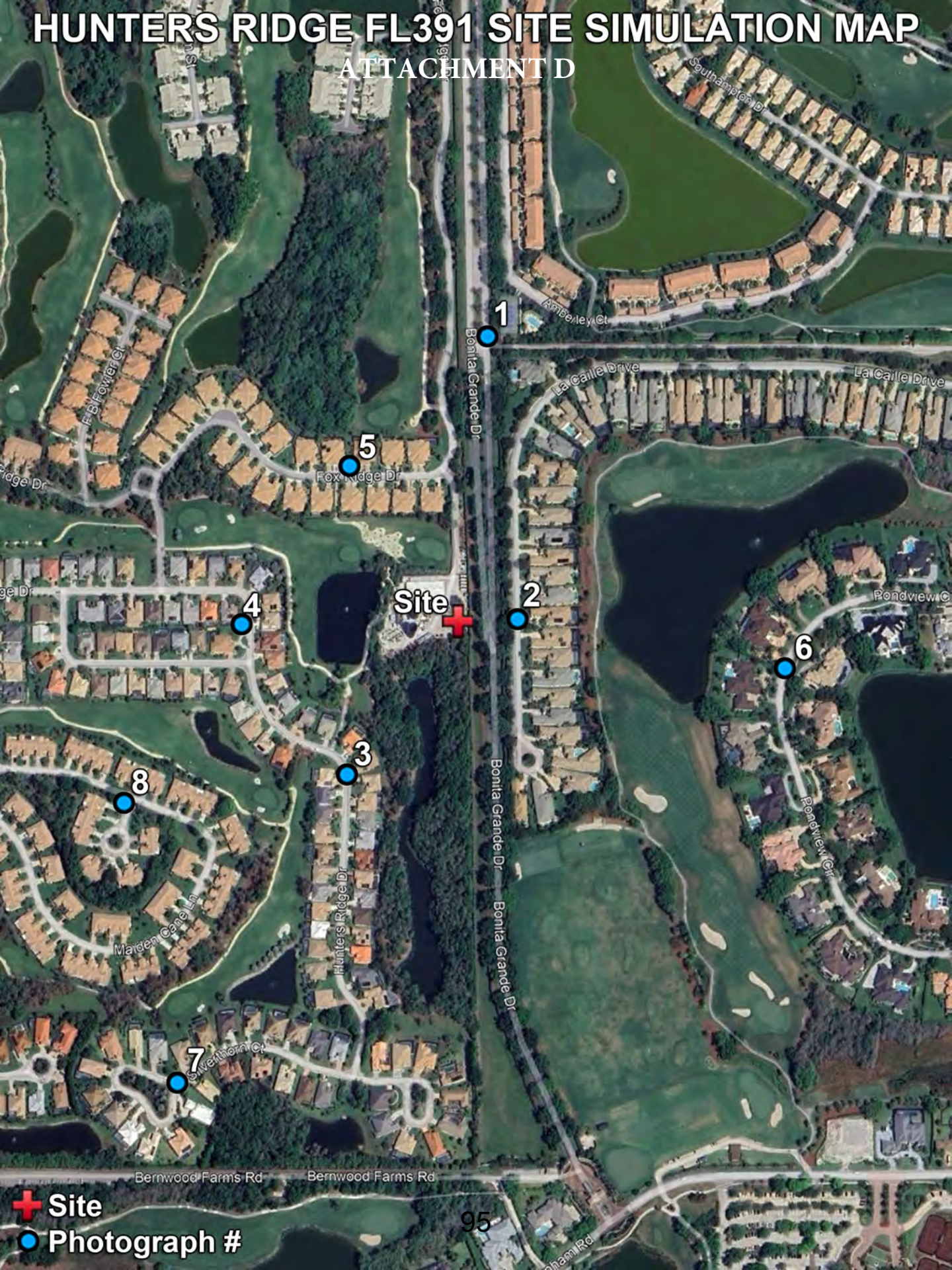


Verizon confidential and proprietary. Unauthorized disclosure, reproduction or other use prohibited.



HUNTERS RIDGE FL391 SITE SIMULATION MAP

ATTACHMENT D





Diamond
Communications LLC

HUNTERS RIDGE FL391

12760 Fox Ridge Dr, Bonita Springs, FL 34135

149ft. MONOPINE
NOT VISIBLE

View #1 from Bonita Grande Drive
approximately 925ft. north of site

Diamond
Communications LLC

HUNTERS RIDGE FL391

12760 Fox Ridge Dr, Bonita Springs, FL 34135

149ft. MONOPINE SIMULATION

View #2 from La Caille Drive
approximately 185ft. east of site



Diamond
Communications LLC

HUNTERS RIDGE FL391

12760 Fox Ridge Dr, Bonita Springs, FL 34135

149ft. MONOPINE SIMULATION

View #3 from Hunters Ridge Drive
approximately 620ft. southwest of site



Diamond
Communications LLC

HUNTERS RIDGE FL391

12760 Fox Ridge Dr, Bonita Springs, FL 34135

149ft. MONOPINE SIMULATION

View #4 from Hunters Ridge Drive
approximately 700ft. west of site



Diamond
Communications LLC

HUNTERS RIDGE FL391

12760 Fox Ridge Dr, Bonita Springs, FL 34135

149ft. MONOPINE SIMULATION

View #5 from Fox Ridge Drive
approximately 630ft. northwest of site





Diamond
Communications LLC

HUNTERS RIDGE FL391

12760 Fox Ridge Dr, Bonita Springs, FL 34135

149ft. MONOPINE
NOT VISIBLE

View #6 from Pondview Circle
approx. 1,060ft. east-southeast of site


Diamond
Communications LLC
HUNTERS RIDGE FL391
12760 Fox Ridge Dr, Bonita Springs, FL 34135
149ft. MONOPINE
NOT VISIBLE
View #7 from Silverthornr Court
approx. 1,740ft. southwest of site

Diamond
Communications LLC

HUNTERS RIDGE FL391

12760 Fox Ridge Dr, Bonita Springs, FL 34135

149ft. MONOPINE SIMULATION

View #8 from Hunters Court
approx. 1,230ft. west-southwest of site



ATTACHMENT E

RETURN TO:
City of Bonita Springs
Community Development Department
Attn: Mike Fiigon
9220 Bonita Beach Road, Suite 109
Bonita Springs, FL 34135
mfiigon@cityofbonitaspringscd.org

Support _____ Oppose X

Application: PD25-124697-BOS: Hunter's Ridge PD Amendment

DATE: 3/1/2026
NAME: Blanchard + Ellen Stronk PHONE: 205-682-9872
ADDRESS: 12613 Glen Hollow Drive CITY/STATE/ZIP: Bonita Springs, FL 34135

RECOMMENDATIONS AND POSTPONEMENTS: The Board may accept, reject or modify staff recommendations and take other appropriate and lawful action including continuing said public hearings.

CONDUCT OF HEARINGS: These hearings are quasi-judicial and must be conducted to afford all parties due process. Any communication that Council Members have outside of the public hearing must be fully disclosed at the hearing. Anyone who wishes to speak at the hearing will be sworn in and may be subject to questions by the board, city staff or applicant. Public comment is encouraged, and all relevant information should be presented to the Board so a fair and appropriate decision can be made. Tapes are limited to three (3) minutes in length and are to be submitted to the Zoning Division one week prior to the meeting date for review. All tapes/information submitted for the public record will not be returned.

GROUP REPRESENTATIVES: Any person representing a group or organization must provide written authorization to speak on behalf of that group. The representative shall inform Staff prior to the hearing of their intent to speak on behalf of a group and provide staff the name of that group.

I will have a representative at the Zoning Board Hearing and/or City Council. My representative's name, address, and phone are:
NAME: _____ PHONE: _____
ADDRESS: _____ CITY/STATE/ZIP: _____

APPEALS: If a person decides to appeal any final decision made by the City Council, with respect to any matter considered at such hearing, they are responsible at their own expense for ordering from a court reporter to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence on which the appeal is to be based.

RETURN TO:
City of Bonita Springs
Community Development Department
Attn: Mike Fiigon
9220 Bonita Beach Road, Suite 109
Bonita Springs, FL 34135
mfiigon@cityofbonitaspringscd.org

Support _____ Oppose X

Application: PD25-124697-BOS: Hunter's Ridge PD Amendment

WE oppose any change in the zoning. IT SHOULD BE LOCATED AWAY FROM OUR HOUSES. THERE ARE ALTERNATE AREAS THAT WOULD BE MORE APPROPRIATE.

THANK YOU

DATE: 3/2/26
NAME: MR & MRS RICHARD BONIFER PHONE: 914-912-4683
ADDRESS: 12741 HUNTERS RIDGE DR CITY/STATE/ZIP: BONITA SPRINGS FL 34135

RECOMMENDATIONS AND POSTPONEMENTS: The Board may accept, reject or modify staff recommendations and take other appropriate and lawful action including continuing said public hearings.

CONDUCT OF HEARINGS: These hearings are quasi-judicial and must be conducted to afford all parties due process. Any communication that Council Members have outside of the public hearing must be fully disclosed at the hearing. Anyone who wishes to speak at the hearing will be sworn in and may be subject to questions by the board, city staff or applicant. Public comment is encouraged, and all relevant information should be presented to the Board so a fair and appropriate decision can be made. Tapes are limited to three (3) minutes in length and are to be submitted to the Zoning Division one week prior to the meeting date for review. All tapes/information submitted for the public record will not be returned.

GROUP REPRESENTATIVES: Any person representing a group or organization must provide written authorization to speak on behalf of that group. The representative shall inform Staff prior to the hearing of their intent to speak on behalf of a group and provide staff the name of that group.

I will have a representative at the Zoning Board Hearing and/or City Council. My representative's name, address, and phone are:
NAME: _____ PHONE: _____
ADDRESS: _____ CITY/STATE/ZIP: _____

APPEALS: If a person decides to appeal any final decision made by the City Council, with respect to any matter considered at such hearing, they are responsible at their own expense for ordering from a court reporter to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence on which the appeal is to be based.

RETURN TO:
City of Bonita Springs
Community Development Department
Attn: Mike Fiigon
9220 Bonita Beach Road, Suite 109
Bonita Springs, FL 34135
mfiigon@cityofbonitaspringscd.org

Support X Oppose _____

Application: PD25-124697-BOS: Hunter's Ridge PD Amendment

DATE: 3-2-2026
NAME: MARK D FISHER PHONE: 219-508-4332
ADDRESS: 12667 BUTTONBUSH CITY/STATE/ZIP: BONITA SPRINGS, FL 34135

RECOMMENDATIONS AND POSTPONEMENTS: The Board may accept, reject or modify staff recommendations and take other appropriate and lawful action including continuing said public hearings.

CONDUCT OF HEARINGS: These hearings are quasi-judicial and must be conducted to afford all parties due process. Any communication that Council Members have outside of the public hearing must be fully disclosed at the hearing. Anyone who wishes to speak at the hearing will be sworn in and may be subject to questions by the board, city staff or applicant. Public comment is encouraged, and all relevant information should be presented to the Board so a fair and appropriate decision can be made. Tapes are limited to three (3) minutes in length and are to be submitted to the Zoning Division one week prior to the meeting date for review. All tapes/information submitted for the public record will not be returned.

GROUP REPRESENTATIVES: Any person representing a group or organization must provide written authorization to speak on behalf of that group. The representative shall inform Staff prior to the hearing of their intent to speak on behalf of a group and provide staff the name of that group.

I will have a representative at the Zoning Board Hearing and/or City Council. My representative's name, address, and phone are:
NAME: _____ PHONE: _____
ADDRESS: _____ CITY/STATE/ZIP: _____

APPEALS: If a person decides to appeal any final decision made by the City Council, with respect to any matter considered at such hearing, they are responsible at their own expense for ordering from a court reporter to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence on which the appeal is to be based.

RETURN TO:
City of Bonita Springs
Community Development Department
Attn: Mike Fiigon
9220 Bonita Beach Road, Suite 109
Bonita Springs, FL 34135
mfiigon@cityofbonitaspring scd.org

Support ✓ Oppose _____

Application: PD25-124697-BOS: Hunter's Ridge PD Amendment

DATE: 3/2/26
NAME: Norman Talbert PHONE: 401-529-0424
ADDRESS: 12810 Silverthorn Ct CITY/STATE/ZIP: Bonita Springs, FL 34135

RECOMMENDATIONS AND POSTPONEMENTS: The Board may accept, reject or modify staff recommendations and take other appropriate and lawful action including continuing said public hearings.

CONDUCT OF HEARINGS: These hearings are quasi-judicial and must be conducted to afford all parties due process. Any communication that Council Members have outside of the public hearing must be fully disclosed at the hearing. Anyone who wishes to speak at the hearing will be sworn in and may be subject to questions by the board, city staff or applicant. Public comment is encouraged, and all relevant information should be presented to the Board so a fair and appropriate decision can be made. Tapes are limited to three (3) minutes in length and are to be submitted to the Zoning Division one week prior to the meeting date for review. All tapes/information submitted for the public record will not be returned.

GROUP REPRESENTATIVES: Any person representing a group or organization must provide written authorization to speak on behalf of that group. The representative shall inform Staff prior to the hearing of their intent to speak on behalf of a group and provide staff the name of that group.

I will have a representative at the Zoning Board Hearing and/or City Council. My representative's name, address, and phone are:
NAME: _____ PHONE: _____
ADDRESS: _____ CITY/STATE/ZIP: _____

APPEALS: If a person decides to appeal any final decision made by the City Council, with respect to any matter considered at such hearing, they are responsible at their own expense for ordering from a court reporter to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence on which the appeal is to be based.

RETURN TO:
City of Bonita Springs
Community Development Department
Attn: Mike Fiigon
9220 Bonita Beach Road, Suite 109
Bonita Springs, FL 34135
mfiigon@cityofbonitaspringscd.org

Support _____ Oppose ✓

Application: PD25-124697-BOS: Hunter's Ridge PD Amendment

FOR FOLLOWING REASONS

1) TOO CLOSE TO OUR HOME - WE ARE THE CLOSEST UNIT TO POLE
2) NEGATIVE AFFECT ON ABILITY TO SELL PROPERTY AND REDUCED VALUE OF PROPERTY. WE PAID EXTRA FOR THIS LOCATION WHEN WE PURCHASED PROPERTY. POLE IS TOO HIGH - UNSIGHTLY!
3) POTENTIALLY A HEALTH HAZARD

DATE: MARCH 2, 2026
NAME: KEVIN KEANE PHONE: 203 558 7815
ADDRESS: 12752 FOX RIDGE DR. CITY/STATE/ZIP: BONITA SPRINGS, FL 34135

RECOMMENDATIONS AND POSTPONEMENTS: The Board may accept, reject or modify staff recommendations and take other appropriate and lawful action including continuing said public hearings.

CONDUCT OF HEARINGS: These hearings are quasi-judicial and must be conducted to afford all parties due process. Any communication that Council Members have outside of the public hearing must be fully disclosed at the hearing. Anyone who wishes to speak at the hearing will be sworn in and may be subject to questions by the board, city staff or applicant. Public comment is encouraged, and all relevant information should be presented to the Board so a fair and appropriate decision can be made. Tapes are limited to three (3) minutes in length and are to be submitted to the Zoning Division one week prior to the meeting date for review. All tapes/information submitted for the public record will not be returned.

GROUP REPRESENTATIVES: Any person representing a group or organization must provide written authorization to speak on behalf of that group. The representative shall inform Staff prior to the hearing of their intent to speak on behalf of a group and provide staff the name of that group.

I will have a representative at the Zoning Board Hearing and/or City Council. My representative's name, address, and phone are:
NAME: _____ PHONE: _____
ADDRESS: _____ CITY/STATE/ZIP: _____

APPEALS: If a person decides to appeal any final decision made by the City Council, with respect to any matter considered at such hearing, they are responsible at their own expense for ordering from a court reporter to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence on which the appeal is to be based.

RETURN TO:
City of Bonita Springs
Community Development Department
Attn: Mike Fiigon
9220 Bonita Beach Road, Suite 109
Bonita Springs, FL 34135
mfiigon@cityofbonitaspringscd.org

OBERT JOSEPH G TR
28803 HUNTERS CT
BONITA SPRINGS FL 34135

Support X Oppose _____

Application: PD25-124697-BOS: Hunter's Ridge PD Amendment

DATE: 3/1/2026
NAME: JOSEPH OBERT PHONE: 239-450-1345
ADDRESS: 28803 HUNTERS CT CITY/STATE/ZIP: BONITA SPRINGS, FL 34135

RECOMMENDATIONS AND POSTPONEMENTS: The Board may accept, reject or modify staff recommendations and take other appropriate and lawful action including continuing said public hearings.

CONDUCT OF HEARINGS: These hearings are quasi-judicial and must be conducted to afford all parties due process. Any communication that Council Members have outside of the public hearing must be fully disclosed at the hearing. Anyone who wishes to speak at the hearing will be sworn in and may be subject to questions by the board, city staff or applicant. Public comment is encouraged, and all relevant information should be presented to the Board so a fair and appropriate decision can be made. Tapes are limited to three (3) minutes in length and are to be submitted to the Zoning Division one week prior to the meeting date for review. All tapes/information submitted for the public record will not be returned.

GROUP REPRESENTATIVES: Any person representing a group or organization must provide written authorization to speak on behalf of that group. The representative shall inform Staff prior to the hearing of their intent to speak on behalf of a group and provide staff the name of that group.

I will have a representative at the Zoning Board Hearing and/or City Council. My representative's name, address, and phone are:
NAME: _____ PHONE: _____
ADDRESS: _____ CITY/STATE/ZIP: _____

APPEALS: If a person decides to appeal any final decision made by the City Council, with respect to any matter considered at such hearing, they are responsible at their own expense for ordering from a court reporter to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence on which the appeal is to be based.

RETURN TO:
City of Bonita Springs
Community Development Department
Attn: Mike Fiigon
9220 Bonita Beach Road, Suite 109
Bonita Springs, FL 34135
mfiigon@cityofbonitaspringscd.org

Support _____ Oppose X

Application: PD25-124697-BOS: Hunter's Ridge PD Amendment

→ MDsafetech.org/cell-tower 5G "Cell towers" are absolutely not safe! - radiofrequency illness, cancer, changes in biochemistry among many others.

- Also Pub Med, A Balmori, Environ Res. 2022 Nov pubmed.ncbi.nlm.nih.gov/35843283 More + more scientific studies are being documented DAILY!

DATE: 2-26-26
NAME: Robert + Cynthia Shone PHONE: 412-480-7257
ADDRESS: 28622 La Caille Dr CITY/STATE/ZIP: Naples, FL 34119
Naples FL 34119 (Quail West)

RECOMMENDATIONS AND POSTPONEMENTS: The Board may accept, reject or modify staff recommendations and take other appropriate and lawful action including continuing said public hearings.

CONDUCT OF HEARINGS: These hearings are quasi-judicial and must be conducted to afford all parties due process. Any communication that Council Members have outside of the public hearing must be fully disclosed at the hearing. Anyone who wishes to speak at the hearing will be sworn in and may be subject to questions by the board, city staff or applicant. Public comment is encouraged, and all relevant information should be presented to the Board so a fair and appropriate decision can be made. Tapes are limited to three (3) minutes in length and are to be submitted to the Zoning Division one week prior to the meeting date for review. All tapes/information submitted for the public record will not be returned.

GROUP REPRESENTATIVES: Any person representing a group or organization must provide written authorization to speak on behalf of that group. The representative shall inform Staff prior to the hearing of their intent to speak on behalf of a group and provide staff the name of that group.

I will have a representative at the Zoning Board Hearing and/or City Council. My representative's name, address, and phone are:
NAME: _____ PHONE: _____
ADDRESS: _____ CITY/STATE/ZIP: _____

APPEALS: If a person decides to appeal any final decision made by the City Council, with respect to any matter considered at such hearing, they are responsible at their own expense for ordering from a court reporter to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence on which the appeal is to be based.

RETURN TO:
City of Bonita Springs
Community Development Department
Attn: Mike Fiigon
9220 Bonita Beach Road, Suite 109
Bonita Springs, FL 34135
mfiigon@cityofbonitaspringscd.org

Support X Oppose _____

Application: PD25-124697-BOS: Hunter's Ridge PD Amendment

_____

_____

_____

_____

_____

_____

_____

DATE: 2-19-26
NAME: Kaylyn Sievert PHONE: 719-314-8575
ADDRESS: 12727 Fox Ridge Dr CITY/STATE/ZIP: Bonita Springs, FL 34135

RECOMMENDATIONS AND POSTPONEMENTS: The Board may accept, reject or modify staff recommendations and take other appropriate and lawful action including continuing said public hearings.

CONDUCT OF HEARINGS: These hearings are quasi-judicial and must be conducted to afford all parties due process. Any communication that Council Members have outside of the public hearing must be fully disclosed at the hearing. Anyone who wishes to speak at the hearing will be sworn in and may be subject to questions by the board, city staff or applicant. Public comment is encouraged, and all relevant information should be presented to the Board so a fair and appropriate decision can be made. Tapes are limited to three (3) minutes in length and are to be submitted to the Zoning Division one week prior to the meeting date for review. All tapes/information submitted for the public record will not be returned.

GROUP REPRESENTATIVES: Any person representing a group or organization must provide written authorization to speak on behalf of that group. The representative shall inform Staff prior to the hearing of their intent to speak on behalf of a group and provide staff the name of that group.

I will have a representative at the Zoning Board Hearing and/or City Council. My representative's name, address, and phone are:
NAME: _____ PHONE: _____
ADDRESS: _____ CITY/STATE/ZIP: _____

APPEALS: If a person decides to appeal any final decision made by the City Council, with respect to any matter considered at such hearing, they are responsible at their own expense for ordering from a court reporter to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence on which the appeal is to be based.

RETURN TO:
City of Bonita Springs
Community Development Department
Attn: Mike Fiigon
9220 Bonita Beach Road, Suite 109
Bonita Springs, FL 34135
mfiigon@cityofbonitaspringscd.org

SULLIVAN KATHLEEN TR
12723 MAIDEN CANE LN
BONITA SPRINGS FL 34135

Support X Oppose _____

Application: PD25-124697-BOS: Hunter's Ridge PD Amendment

DATE: 2/24/2026
NAME: Kathleen Sullivan PHONE: 860-662-3179
ADDRESS: 12723 Maiden Cane Ln CITY/STATE/ZIP: Bonita Springs 06355

RECOMMENDATIONS AND POSTPONEMENTS: The Board may accept, reject or modify staff recommendations and take other appropriate and lawful action including continuing said public hearings.

CONDUCT OF HEARINGS: These hearings are quasi-judicial and must be conducted to afford all parties due process. Any communication that Council Members have outside of the public hearing must be fully disclosed at the hearing. Anyone who wishes to speak at the hearing will be sworn in and may be subject to questions by the board, city staff or applicant. Public comment is encouraged, and all relevant information should be presented to the Board so a fair and appropriate decision can be made. Tapes are limited to three (3) minutes in length and are to be submitted to the Zoning Division one week prior to the meeting date for review. All tapes/information submitted for the public record will not be returned.

GROUP REPRESENTATIVES: Any person representing a group or organization must provide written authorization to speak on behalf of that group. The representative shall inform Staff prior to the hearing of their intent to speak on behalf of a group and provide staff the name of that group.

I will have a representative at the Zoning Board Hearing and/or City Council. My representative's name, address, and phone are:
NAME: _____ PHONE: _____
ADDRESS: _____ CITY/STATE/ZIP: _____

APPEALS: If a person decides to appeal any final decision made by the City Council, with respect to any matter considered at such hearing, they are responsible at their own expense for ordering from a court reporter to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence on which the appeal is to be based.

RETURN TO:
City of Bonita Springs
Community Development Department
Attn: Mike Fiigon
9220 Bonita Beach Road, Suite 109
Bonita Springs, FL 34135
mfiigon@cityofbonitaspringscd.org

Support _____ Oppose X

Application: PD25-124697-BOS: Hunter's Ridge PD Amendment

DATE: FEB 26, 2026
NAME: William Wehman PHONE: 330-329-5962
ADDRESS: 12221 Hunters Ridge Dr CITY/STATE/ZIP: Bonita Springs 34135
Bonita Springs 34135

RECOMMENDATIONS AND POSTPONEMENTS: The Board may accept, reject or modify staff recommendations and take other appropriate and lawful action including continuing said public hearings.

CONDUCT OF HEARINGS: These hearings are quasi-judicial and must be conducted to afford all parties due process. Any communication that Council Members have outside of the public hearing must be fully disclosed at the hearing. Anyone who wishes to speak at the hearing will be sworn in and may be subject to questions by the board, city staff or applicant. Public comment is encouraged, and all relevant information should be presented to the Board so a fair and appropriate decision can be made. Tapes are limited to three (3) minutes in length and are to be submitted to the Zoning Division one week prior to the meeting date for review. All tapes/information submitted for the public record will not be returned.

GROUP REPRESENTATIVES: Any person representing a group or organization must provide written authorization to speak on behalf of that group. The representative shall inform Staff prior to the hearing of their intent to speak on behalf of a group and provide staff the name of that group.

I will have a representative at the Zoning Board Hearing and/or City Council. My representative's name, address, and phone are:
NAME: _____ PHONE: _____
ADDRESS: _____ CITY/STATE/ZIP: _____

APPEALS: If a person decides to appeal any final decision made by the City Council, with respect to any matter considered at such hearing, they are responsible at their own expense for ordering from a court reporter to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence on which the appeal is to be based.

Cynthia Vargas

From: Carol Doak <qcarol@comcast.net>
Sent: Sunday, February 22, 2026 1:11 PM
To: Mike Sheffield
Subject: Public Hearing on March 17

Unfortunately I will not be able to attend the public hearing below. However, I am totally in favor of this cell tower and it is much needed in our area.
Placing and receiving calls is hit or miss. I would hate to think I would not be able to call for help and not be able to connect with services.
Thank you for your attention to this matter as it is very much needed.

Alan and Carol Doak
12941 Silverthorn Court
Bonita Springs, FL
Placing alls

Cynthia Vargas

From: Michael Fiigon
Sent: Wednesday, February 25, 2026 4:48 PM
To: Cynthia Vargas
Subject: Fwd: Notice of Public Hearing.

For the file please
Sent from my iPhone

Begin forwarded message:

> **From:** Mike Sheffield
> **Date:** February 25, 2026 at 4:43:13 PM EST
> **To:** Michael Fiigon
> **Subject: FW: Notice of Public Hearing.**
>
> Mike - Public Comment Received today - Hunter's Ridge RPD amendment.
>
> **From:** Mike Sheffield
> **Sent:** Wednesday, February 25, 2026 4:38 PM
> **To:** 'Ida Carlson'
> **Subject:** RE: Notice of Public Hearing.
> Good afternoon,
> Your comment has been received and will be shared with members of the Planning & Zoning Board.
> Thank you,
>
> Mike Sheffield, CPM, CMC
> City Clerk
> 9101 Bonita Beach Road
> Bonita Springs, Florida 34135
> O: 239-949-6248
>
> **From:** Ida Carlson <pandi0624@yahoo.com>
> **Sent:** Wednesday, February 25, 2026 4:04 PM
> **To:** Mike Sheffield <michael.sheffield@cityofbonitasprings.org>
> **Subject:** Fw: Notice of Public Hearing.
> I support the addition of this tower in Hunters Ridge. We need the additional cell tower coverage. We have trouble with our phones during rush hour traffic going past our Hunters Ridge Community on I-75. With all of the traffic and drivers on their phones you can't receive calls or texts at peak times.
> My best,
> Ida Carlson
> 12921 Silverthorn Ct.
> Bonita Springs, FL34135

Cynthia Vargas

From: Janice Morgando <jmorgando@outlook.com>
Sent: Monday, February 23, 2026 12:18 AM
To: Mike Sheffield
Subject: Comment for Case Number PD25-124697-BOS - Hunters Ridge Planned Development Amendment- 3/17 City Planning and Zoning Meeting

Dear Mr. Sheffield:

There will be a Planning and Zoning meeting on March 17, 2026 for the Hunters Ridge Planned Development Amendment for a monopoll cell tower and surrounding structure.

I will not be able to attend this meeting, however wanted to share my comments in favor of this project.

The area where the monopoll will service is in need of this new cell tower. The cell tower service is spotty for users in the area and this monopoll will help the residents in the surrounding area with less dropped calls.

The fact that the cell tower will be in the shape of a pine tree will also mask the stark nature of existing towers in the area and will blend more aesthetically to the golf course communities adjacent to the tower location.

This cell tower is very much needed for the Bonita Springs residents in this area.

Thank you for your consideration of this matter and I hope you and the planning commission will support the building of this needed structure.

Respectfully,

Janice T. Morgando, Resident
12751 Maiden Cane Lane
Bonita Springs, FL 34135

Cynthia Vargas

From: linda dworaczyk <lindadw10@hotmail.com>
Sent: Friday, February 20, 2026 2:46 PM
To: Mike Sheffield
Subject: Cell tower in Hunters Ridge

Follow Up Flag: Follow up
Flag Status: Flagged

I cannot attend the meeting due to a conflict. This proposed tower is desparately needed. Lots of dropped calls due to lack of enough bandwidth. Please Hurry.

Linda Dworaczyk
28861 Marsh Elder Ct
Bonita Springs, FL 34135
585-766-1176

RETURN TO:
City of Bonita Springs
Community Development Department
Attn: Mike Fiigon
9220 Bonita Beach Road, Suite 109
Bonita Springs, FL 34135
mfiigon@cityofbonitaspringscd.org

Support X Oppose _____

Application: PD25-124697-BOS: Hunter's Ridge PD Amendment

I AM VERY MUCH IN FAVOR OF AND SUPPORT THIS AMENDMENT TO HUNTERS RIDGE'S RPD. SUCH INSTALLATION OF THE WIRELESS FACILITY WILL IMPROVE COMMUNICATIONS FOR ALL RESIDENTS IN THE IMMEDIATE AREA.

DATE: 2/20/2026
NAME: RICHARD DECOSTE PHONE: 508-817-7464
ADDRESS: 28509 F B FOWLER CT CITY/STATE/ZIP: BONITA SPRINGS, FL 34135

RECOMMENDATIONS AND POSTPONEMENTS: The Board may accept, reject or modify staff recommendations and take other appropriate and lawful action including continuing said public hearings.

CONDUCT OF HEARINGS: These hearings are quasi-judicial and must be conducted to afford all parties due process. Any communication that Council Members have outside of the public hearing must be fully disclosed at the hearing. Anyone who wishes to speak at the hearing will be sworn in and may be subject to questions by the board, city staff or applicant. Public comment is encouraged, and all relevant information should be presented to the Board so a fair and appropriate decision can be made. Tapes are limited to three (3) minutes in length and are to be submitted to the Zoning Division one week prior to the meeting date for review. All tapes/information submitted for the public record will not be returned.

GROUP REPRESENTATIVES: Any person representing a group or organization must provide written authorization to speak on behalf of that group. The representative shall inform Staff prior to the hearing of their intent to speak on behalf of a group and provide staff the name of that group.

I will have a representative at the Zoning Board Hearing and/or City Council. My representative's name, address, and phone are:
NAME: _____ PHONE: NOT APPLICABLE
ADDRESS: _____ CITY/STATE/ZIP: _____

APPEALS: If a person decides to appeal any final decision made by the City Council, with respect to any matter considered at such hearing, they are responsible at their own expense for ordering from a court reporter to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence on which the appeal is to be based.

RETURN TO:
City of Bonita Springs
Community Development Department
Attn: Mike Fiigon
9220 Bonita Beach Road, Suite 109
Bonita Springs, FL 34135
mfiigon@cityofbonitaspringscd.org

Support ✓ Oppose _____

Application: PD25-124697-BOS: Hunter's Ridge PD Amendment

Improving cell phone service in the area is a good idea.

DATE: 2/20/2026
NAME: Rosdiane DeCoste PHONE: 508 817-9996
ADDRESS: 28509 FB Fowler CITY/STATE/ZIP: Bonita Springs, FL 34135

RECOMMENDATIONS AND POSTPONEMENTS: The Board may accept, reject or modify staff recommendations and take other appropriate and lawful action including continuing said public hearings.

CONDUCT OF HEARINGS: These hearings are quasi-judicial and must be conducted to afford all parties due process. Any communication that Council Members have outside of the public hearing must be fully disclosed at the hearing. Anyone who wishes to speak at the hearing will be sworn in and may be subject to questions by the board, city staff or applicant. Public comment is encouraged, and all relevant information should be presented to the Board so a fair and appropriate decision can be made. Tapes are limited to three (3) minutes in length and are to be submitted to the Zoning Division one week prior to the meeting date for review. All tapes/information submitted for the public record will not be returned.

GROUP REPRESENTATIVES: Any person representing a group or organization must provide written authorization to speak on behalf of that group. The representative shall inform Staff prior to the hearing of their intent to speak on behalf of a group and provide staff the name of that group.

I will have a representative at the Zoning Board Hearing and/or City Council. My representative's name, address, and phone are:
NAME: _____ PHONE: _____
ADDRESS: _____ CITY/STATE/ZIP: _____

APPEALS: If a person decides to appeal any final decision made by the City Council, with respect to any matter considered at such hearing, they are responsible at their own expense for ordering from a court reporter to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence on which the appeal is to be based.

CITY OF BONITA SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
NOTICE OF PUBLIC HEARING
APPLICATION: PD25-124697-BOS

This is a courtesy notice of a proposed zoning action within 375 feet of property you own. You are encouraged to attend these public hearings and/or complete and return the attached Citizen Response Form, should you have any comments or concerns regarding this matter. If you have any questions or would like further information, please contact **Mike Fiigon, Planner, at (239) 444-6151, or mfiigon@cityofbonitaspringscd.org.** Copies of the staff report will be available one week prior to the hearing. This file may be reviewed at the Community Development department, 9220 Bonita Beach Road, Suite 109, Bonita Springs, FL 34135 or online at:

http://cityofbonitasprings.org/cms/one.aspx?pageId=13788499

Planning and Zoning Board:	**City Council:**
March 17th, 2026 at 9:00am Bonita Springs City Hall 9101 Bonita Beach Road Bonita Springs, FL 34135	April 1st, 2026 at 5:30am (Tentative) Bonita Springs City Hall 9101 Bonita Beach Road Bonita Springs, FL 34135 April 15th, 2026 at 9:00am (Tentative) Bonita Springs City Hall 9101 Bonita Beach Road Bonita Springs, FL 34135

CASE NUMBER: PD25-124697-BOS

CASE NAME: Hunter's Ridge Planned Development Amendment

REQUEST: An amendment to a Residential Planned Development (RPD) to amend the schedule of uses to allow a 149ft monopole wireless facility and related infrastructure.

LOCATION: The subject property is located at 12760 Fox Ridge Dr. Bonita Springs FL 34135. STRAPs: 06-48-26-B3-0010G.10CE.

The City of Bonita Springs is committed to equal opportunity and does not discriminate on the basis of race, color, national origin, gender, age, disability, religion, income, or marital status. Under the Americans with Disabilities Act, anyone who requires an ADA-qualified accommodation to participate in this proceeding should contact City Clerk Mike Sheffield at (239) 949-6248 at least 48 hours in advance of the meeting. Such reasonable accommodation will be provided at no cost to the requester.

Any person who may seek to appeal a decision made by the board on any matter at the meeting is responsible for ensuring that a verbatim record of the proceeding is made, which includes the testimony and evidence upon which the appeal is to be based.

RETURN TO:
City of Bonita Springs
Community Development Department
Attn: Mike Fiigon
9220 Bonita Beach Road, Suite 109
Bonita Springs, FL 34135
mfiigon@cityofbonitaspringscd.org

Support _____ Oppose X

Application: PD25-124697-BOS: Hunter's Ridge PD Amendment

DATE: 3/2/26
NAME: Emile Mourad PHONE: (212)628-8316
ADDRESS: 12737 Hunters Ridge CITY/STATE/ZIP: Bonita Springs, FL 34135

RECOMMENDATIONS AND POSTPONEMENTS: The Board may accept, reject or modify staff recommendations and take other appropriate and lawful action including continuing said public hearings.

CONDUCT OF HEARINGS: These hearings are quasi-judicial and must be conducted to afford all parties due process. Any communication that Council Members have outside of the public hearing must be fully disclosed at the hearing. Anyone who wishes to speak at the hearing will be sworn in and may be subject to questions by the board, city staff or applicant. Public comment is encouraged, and all relevant information should be presented to the Board so a fair and appropriate decision can be made. Tapes are limited to three (3) minutes in length and are to be submitted to the Zoning Division one week prior to the meeting date for review. All tapes/information submitted for the public record will not be returned.

GROUP REPRESENTATIVES: Any person representing a group or organization must provide written authorization to speak on behalf of that group. The representative shall inform Staff prior to the hearing of their intent to speak on behalf of a group and provide staff the name of that group.

I will have a representative at the Zoning Board Hearing and/or City Council. My representative's name, address, and phone are:
NAME: _____ PHONE: _____
ADDRESS: _____ CITY/STATE/ZIP: _____

APPEALS: If a person decides to appeal any final decision made by the City Council, with respect to any matter considered at such hearing, they are responsible at their own expense for ordering from a court reporter to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence on which the appeal is to be based.

CITY OF BONITA SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
NOTICE OF PUBLIC HEARING
APPLICATION: PD25-124697-BOS

This is a courtesy notice of a proposed zoning action within 375 feet of property you own. You are encouraged to attend these public hearings and/or complete and return the attached Citizen Response Form, should you have any comments or concerns regarding this matter. If you have any questions or would like further information, please contact **Mike Fiigon, Planner, at (239) 444-6151, or mfiigon@cityofbonitaspringscd.org.** Copies of the staff report will be available one week prior to the hearing. This file may be reviewed at the Community Development department, 9220 Bonita Beach Road, Suite 109, Bonita Springs, FL 34135 or online at:

http://cityofbonitasprings.org/cms/one.aspx?pageId=13788499

Planning and Zoning Board:	**City Council:**
March 17th, 2026 at 9:00am Bonita Springs City Hall 9101 Bonita Beach Road Bonita Springs, FL 34135	April 1st, 2026 at 5:30am (Tentative) Bonita Springs City Hall 9101 Bonita Beach Road Bonita Springs, FL 34135 April 15th, 2026 at 9:00am (Tentative) Bonita Springs City Hall 9101 Bonita Beach Road Bonita Springs, FL 34135

CASE NUMBER: PD25-124697-BOS

CASE NAME: Hunter's Ridge Planned Development Amendment

REQUEST: An amendment to a Residential Planned Development (RPD) to amend the schedule of uses to allow a 149ft monopole wireless facility and related infrastructure.

LOCATION: The subject property is located at 12760 Fox Ridge Dr. Bonita Springs FL 34135. STRAPs: 06-48-26-B3-0010G.10CE.

The City of Bonita Springs is committed to equal opportunity and does not discriminate on the basis of race, color, national origin, gender, age, disability, religion, income, or marital status. Under the Americans with Disabilities Act, anyone who requires an ADA-qualified accommodation to participate in this proceeding should contact City Clerk Mike Sheffield at (239) 949-6248 at least 48 hours in advance of the meeting. Such reasonable accommodation will be provided at no cost to the requester.

Any person who may seek to appeal a decision made by the board on any matter at the meeting is responsible for ensuring that a verbatim record of the proceeding is made, which includes the testimony and evidence upon which the appeal is to be based.

RETURN TO:
City of Bonita Springs
Community Development Department
Attn: Mike Fiigon
9220 Bonita Beach Road, Suite 109
Bonita Springs, FL 34135
mfiigon@cityofbonitaspringscd.org

Support _____ Oppose X

Application: PD25-124697-BOS: Hunter's Ridge PD Amendment

DATE: 3/2/26
NAME: Francie Mourad PHONE: (239)405-4000
ADDRESS: 12737 Hunters Ridge CITY/STATE/ZIP: Bonita Springs, FL 34135

RECOMMENDATIONS AND POSTPONEMENTS: The Board may accept, reject or modify staff recommendations and take other appropriate and lawful action including continuing said public hearings.

CONDUCT OF HEARINGS: These hearings are quasi-judicial and must be conducted to afford all parties due process. Any communication that Council Members have outside of the public hearing must be fully disclosed at the hearing. Anyone who wishes to speak at the hearing will be sworn in and may be subject to questions by the board, city staff or applicant. Public comment is encouraged, and all relevant information should be presented to the Board so a fair and appropriate decision can be made. Tapes are limited to three (3) minutes in length and are to be submitted to the Zoning Division one week prior to the meeting date for review. All tapes/information submitted for the public record will not be returned.

GROUP REPRESENTATIVES: Any person representing a group or organization must provide written authorization to speak on behalf of that group. The representative shall inform Staff prior to the hearing of their intent to speak on behalf of a group and provide staff the name of that group.

I will have a representative at the Zoning Board Hearing and/or City Council. My representative's name, address, and phone are:
NAME: _____ PHONE: _____
ADDRESS: _____ CITY/STATE/ZIP: _____

APPEALS: If a person decides to appeal any final decision made by the City Council, with respect to any matter considered at such hearing, they are responsible at their own expense for ordering from a court reporter to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence on which the appeal is to be based.

RETURN TO:
City of Bonita Springs
Community Development Department
Attn: Mike Fiigon
9220 Bonita Beach Road, Suite 109
Bonita Springs, FL 34135
mfiigon@cityofbonitaspringscd.org

Support ✓ Oppose _____

Application: PD25-124697-BOS: Hunter's Ridge PD Amendment

DATE: 3-2-2026
NAME: Daniel Kopp PHONE: 630-542-4662
ADDRESS: 12668 Golf Forest Ridge Drive CITY/STATE/ZIP: Bonita Springs, FL 34135

RECOMMENDATIONS AND POSTPONEMENTS: The Board may accept, reject or modify staff recommendations and take other appropriate and lawful action including continuing said public hearings.

CONDUCT OF HEARINGS: These hearings are quasi-judicial and must be conducted to afford all parties due process. Any communication that Council Members have outside of the public hearing must be fully disclosed at the hearing. Anyone who wishes to speak at the hearing will be sworn in and may be subject to questions by the board, city staff or applicant. Public comment is encouraged, and all relevant information should be presented to the Board so a fair and appropriate decision can be made. Tapes are limited to three (3) minutes in length and are to be submitted to the Zoning Division one week prior to the meeting date for review. All tapes/information submitted for the public record will not be returned.

GROUP REPRESENTATIVES: Any person representing a group or organization must provide written authorization to speak on behalf of that group. The representative shall inform Staff prior to the hearing of their intent to speak on behalf of a group and provide staff the name of that group.

I will have a representative at the Zoning Board Hearing and/or City Council. My representative's name, address, and phone are:
NAME: _____ PHONE: _____
ADDRESS: _____ CITY/STATE/ZIP: _____

APPEALS: If a person decides to appeal any final decision made by the City Council, with respect to any matter considered at such hearing, they are responsible at their own expense for ordering from a court reporter to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence on which the appeal is to be based.

CITY OF BONITA SPRINGS
COMMUNITY DEVELOPMENT DEPARTMENT
NOTICE OF PUBLIC HEARING
APPLICATION: PD25-124697-BOS **CORRECTION**

This is a courtesy notice of a proposed zoning action within 375 feet of property you own. You are encouraged to attend these public hearings and/or complete and return the attached Citizen Response Form, should you have any comments or concerns regarding this matter. If you have any questions or would like further information, please contact **Mike Fiigon, Planner, at (239) 444-6151, or mfiigon@cityofbonitaspringscd.org.** Copies of the staff report will be available one week prior to the hearing. This file may be reviewed at the Community Development department, 9220 Bonita Beach Road, Suite 109, Bonita Springs, FL 34135 or online at:

http://cityofbonitasprings.org/cms/one.aspx?pageId=13788499

Planning and Zoning Board:	**City Council:**
March 17th, 2026 at 9:00am Bonita Springs City Hall 9101 Bonita Beach Road Bonita Springs, FL 34135	April 1st, 2026 at 5:30**pm** (Tentative) Bonita Springs City Hall 9101 Bonita Beach Road Bonita Springs, FL 34135 April 15th, 2026 at 9:00am (Tentative) Bonita Springs City Hall 9101 Bonita Beach Road Bonita Springs, FL 34135

CASE NUMBER: PD25-124697-BOS

CASE NAME: Hunter's Ridge Planned Development Amendment

REQUEST: An amendment to a Residential Planned Development (RPD) to amend the schedule of uses to allow a 149ft monopole wireless facility and related infrastructure.

LOCATION: The subject property is located at 12760 Fox Ridge Dr. Bonita Springs FL 34135. STRAPs: 06-48-26-B3-0010G.10CE.

The City of Bonita Springs is committed to equal opportunity and does not discriminate on the basis of race, color, national origin, gender, age, disability, religion, income, or marital status. Under the Americans with Disabilities Act, anyone who requires an ADA-qualified accommodation to participate in this proceeding should contact City Clerk Mike Sheffield at (239) 949-6248 at least 48 hours in advance of the meeting. Such reasonable accommodation will be provided at no cost to the requester.

Any person who may seek to appeal a decision made by the board on any matter at the meeting is responsible for ensuring that a verbatim record of the proceeding is made, which includes the testimony and evidence upon which the appeal is to be based.

RETURN TO:
City of Bonita Springs
Community Development Department
Attn: Mike Fiigon
9220 Bonita Beach Road, Suite 109
Bonita Springs, FL 34135
mfiigon@cityofbonitaspringscd.org

Support X Oppose _____

Application: PD25-124697-BOS: Hunter's Ridge PD Amendment

DATE: 2/27/2026
NAME: KENNETH HAMILTON PHONE: 860-751-9523
ADDRESS: 12911 SILVERTHORN CT. CITY/STATE/ZIP: BONITA SPRINGS FL. 34135

RECOMMENDATIONS AND POSTPONEMENTS: The Board may accept, reject or modify staff recommendations and take other appropriate and lawful action including continuing said public hearings.

CONDUCT OF HEARINGS: These hearings are quasi-judicial and must be conducted to afford all parties due process. Any communication that Council Members have outside of the public hearing must be fully disclosed at the hearing. Anyone who wishes to speak at the hearing will be sworn in and may be subject to questions by the board, city staff or applicant. Public comment is encouraged, and all relevant information should be presented to the Board so a fair and appropriate decision can be made. Tapes are limited to three (3) minutes in length and are to be submitted to the Zoning Division one week prior to the meeting date for review. All tapes/information submitted for the public record will not be returned.

GROUP REPRESENTATIVES: Any person representing a group or organization must provide written authorization to speak on behalf of that group. The representative shall inform Staff prior to the hearing of their intent to speak on behalf of a group and provide staff the name of that group.

I will have a representative at the Zoning Board Hearing and/or City Council. My representative's name, address, and phone are:
NAME: _____ PHONE: _____
ADDRESS: _____ CITY/STATE/ZIP: _____

APPEALS: If a person decides to appeal any final decision made by the City Council, with respect to any matter considered at such hearing, they are responsible at their own expense for ordering from a court reporter to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence on which the appeal is to be based.

RETURN TO:
City of Bonita Springs
Community Development Department
Attn: Mike Fiigon
9220 Bonita Beach Road, Suite 109
Bonita Springs, FL 34135
mfiigon@cityofbonitaspringscd.org

Support X Oppose _____

Application: PD25-124697-BOS: Hunter's Ridge PD Amendment

DATE: 3-5-26
NAME: GARY PANCHIK PHONE: 724-525-2432
ADDRESS: 28782 WILD COFFEE CT CITY/STATE/ZIP: BONITA SPRINGS FL 34135

RECOMMENDATIONS AND POSTPONEMENTS: The Board may accept, reject or modify staff recommendations and take other appropriate and lawful action including continuing said public hearings.

CONDUCT OF HEARINGS: These hearings are quasi-judicial and must be conducted to afford all parties due process. Any communication that Council Members have outside of the public hearing must be fully disclosed at the hearing. Anyone who wishes to speak at the hearing will be sworn in and may be subject to questions by the board, city staff or applicant. Public comment is encouraged, and all relevant information should be presented to the Board so a fair and appropriate decision can be made. Tapes are limited to three (3) minutes in length and are to be submitted to the Zoning Division one week prior to the meeting date for review. All tapes/information submitted for the public record will not be returned.

GROUP REPRESENTATIVES: Any person representing a group or organization must provide written authorization to speak on behalf of that group. The representative shall inform Staff prior to the hearing of their intent to speak on behalf of a group and provide staff the name of that group.

I will have a representative at the Zoning Board Hearing and/or City Council. My representative's name, address, and phone are:
NAME: _____ PHONE: _____
ADDRESS: _____ CITY/STATE/ZIP: _____

APPEALS: If a person decides to appeal any final decision made by the City Council, with respect to any matter considered at such hearing, they are responsible at their own expense for ordering from a court reporter to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence on which the appeal is to be based.

REILLY PATRICK W &
28795 HUNTERS CT
BONITA SPRINGS FL 34135

RETURN TO:
City of Bonita Springs
Community Development Department
Attn: Mike Fiigon
9220 Bonita Beach Road, Suite 109
Bonita Springs, FL 34135
mfiigon@cityofbonitaspringscd.org

Support X Oppose _____

Application: PD25-124697-BOS: Hunter's Ridge PD Amendment

DATE: 3-2-2026
NAME: MARGARET REILLY PHONE: 630-341-1011
ADDRESS: 28795 HUNTER CT CITY/STATE/ZIP: BONITA SPRINGS FL 34135

RECOMMENDATIONS AND POSTPONEMENTS: The Board may accept, reject or modify staff recommendations and take other appropriate and lawful action including continuing said public hearings.

CONDUCT OF HEARINGS: These hearings are quasi-judicial and must be conducted to afford all parties due process. Any communication that Council Members have outside of the public hearing must be fully disclosed at the hearing. Anyone who wishes to speak at the hearing will be sworn in and may be subject to questions by the board, city staff or applicant. Public comment is encouraged, and all relevant information should be presented to the Board so a fair and appropriate decision can be made. Tapes are limited to three (3) minutes in length and are to be submitted to the Zoning Division one week prior to the meeting date for review. All tapes/information submitted for the public record will not be returned.

GROUP REPRESENTATIVES: Any person representing a group or organization must provide written authorization to speak on behalf of that group. The representative shall inform Staff prior to the hearing of their intent to speak on behalf of a group and provide staff the name of that group.

I will have a representative at the Zoning Board Hearing and/or City Council. My representative's name, address, and phone are:
NAME: _____ PHONE: _____
ADDRESS: _____ CITY/STATE/ZIP: _____

APPEALS: If a person decides to appeal any final decision made by the City Council, with respect to any matter considered at such hearing, they are responsible at their own expense for ordering from a court reporter to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence on which the appeal is to be based.

RETURN TO:
City of Bonita Springs
Community Development Department
Attn: Mike Fiigon
9220 Bonita Beach Road, Suite 109
Bonita Springs, FL 34135
mfiigon@cityofbonitaspringscd.org

Support _____ Oppose X

Application: PD25-124697-BOS: Hunter's Ridge PD Amendment

DATE: 2-27-26
NAME: MARK T WILSON PHONE: 856-220 9701
ADDRESS: 12699 HUNTERS RIDGE DR CITY/STATE/ZIP: 34135

RECOMMENDATIONS AND POSTPONEMENTS: The Board may accept, reject or modify staff recommendations and take other appropriate and lawful action including continuing said public hearings.

CONDUCT OF HEARINGS: These hearings are quasi-judicial and must be conducted to afford all parties due process. Any communication that Council Members have outside of the public hearing must be fully disclosed at the hearing. Anyone who wishes to speak at the hearing will be sworn in and may be subject to questions by the board, city staff or applicant. Public comment is encouraged, and all relevant information should be presented to the Board so a fair and appropriate decision can be made. Tapes are limited to three (3) minutes in length and are to be submitted to the Zoning Division one week prior to the meeting date for review. All tapes/information submitted for the public record will not be returned.

GROUP REPRESENTATIVES: Any person representing a group or organization must provide written authorization to speak on behalf of that group. The representative shall inform Staff prior to the hearing of their intent to speak on behalf of a group and provide staff the name of that group.

I will have a representative at the Zoning Board Hearing and/or City Council. My representative's name, address, and phone are:
NAME: _____ PHONE: _____
ADDRESS: _____ CITY/STATE/ZIP: _____

APPEALS: If a person decides to appeal any final decision made by the City Council, with respect to any matter considered at such hearing, they are responsible at their own expense for ordering from a court reporter to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence on which the appeal is to be based.

RETURN TO:
City of Bonita Springs
Community Development Department
Attn: Mike Fiigon
9220 Bonita Beach Road, Suite 109
Bonita Springs, FL 34135
mfiigon@cityofbonitaspringscd.org

Support _____ Oppose ✓

Application: PD25-124697-BOS: Hunter's Ridge PD Amendment

EYESORE FOR A BEAUTIFUL COMMUNITY

CONCERNED ABOUT HEALTH RISK W/ HAVING A TOWER SO CLOSE TOO SO MANY PEOPLE

DATE: 3-1-2026
NAME: GREGORY KRATZ PHONE: 860-508-0268
ADDRESS: 12621 HUNTERS Ridge Dr CITY/STATE/ZIP: BONITA SPRINGS, FL 34135

RECOMMENDATIONS AND POSTPONEMENTS: The Board may accept, reject or modify staff recommendations and take other appropriate and lawful action including continuing said public hearings.

CONDUCT OF HEARINGS: These hearings are quasi-judicial and must be conducted to afford all parties due process. Any communication that Council Members have outside of the public hearing must be fully disclosed at the hearing. Anyone who wishes to speak at the hearing will be sworn in and may be subject to questions by the board, city staff or applicant. Public comment is encouraged, and all relevant information should be presented to the Board so a fair and appropriate decision can be made. Tapes are limited to three (3) minutes in length and are to be submitted to the Zoning Division one week prior to the meeting date for review. All tapes/information submitted for the public record will not be returned.

GROUP REPRESENTATIVES: Any person representing a group or organization must provide written authorization to speak on behalf of that group. The representative shall inform Staff prior to the hearing of their intent to speak on behalf of a group and provide staff the name of that group.

I will have a representative at the Zoning Board Hearing and/or City Council. My representative's name, address, and phone are:
NAME: _____ PHONE: _____
ADDRESS: _____ CITY/STATE/ZIP: _____

APPEALS: If a person decides to appeal any final decision made by the City Council, with respect to any matter considered at such hearing, they are responsible at their own expense for ordering from a court reporter to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence on which the appeal is to be based.

RETURN TO:
City of Bonita Springs
Community Development Department
Attn: Mike Fiigon
9220 Bonita Beach Road, Suite 109
Bonita Springs, FL 34135
mfiigon@cityofbonitaspringscd.org

Support X Oppose _____

Application: PD25-124697-BOS: Hunter's Ridge PD Amendment
It will allow us to make calls w/o them dropping.

DATE: 3/1/26
NAME: Charles Flvm, Patti Blake-Flvm PHONE: 239-316-9611
ADDRESS: 28760 Sweet Bay Ln. CITY/STATE/ZIP: Bonita Springs FL 34135

RECOMMENDATIONS AND POSTPONEMENTS: The Board may accept, reject or modify staff recommendations and take other appropriate and lawful action including continuing said public hearings.

CONDUCT OF HEARINGS: These hearings are quasi-judicial and must be conducted to afford all parties due process. Any communication that Council Members have outside of the public hearing must be fully disclosed at the hearing. Anyone who wishes to speak at the hearing will be sworn in and may be subject to questions by the board, city staff or applicant. Public comment is encouraged, and all relevant information should be presented to the Board so a fair and appropriate decision can be made. Tapes are limited to three (3) minutes in length and are to be submitted to the Zoning Division one week prior to the meeting date for review. All tapes/information submitted for the public record will not be returned.

GROUP REPRESENTATIVES: Any person representing a group or organization must provide written authorization to speak on behalf of that group. The representative shall inform Staff prior to the hearing of their intent to speak on behalf of a group and provide staff the name of that group.

I will have a representative at the Zoning Board Hearing and/or City Council. My representative's name, address, and phone are:
NAME: _____ PHONE: _____
ADDRESS: _____ CITY/STATE/ZIP: _____

APPEALS: If a person decides to appeal any final decision made by the City Council, with respect to any matter considered at such hearing, they are responsible at their own expense for ordering from a court reporter to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence on which the appeal is to be based.

RETURN TO:
City of Bonita Springs
Community Development Department
Attn: Mike Fiigon
9220 Bonita Beach Road, Suite 109
Bonita Springs, FL 34135
mfiigon@cityofbonitaspringscd.org



Support _____ Oppose ✓

Application: PD25-124697-BOS: Hunter's Ridge PD Amendment

DATE: 3/3/26
NAME: JOANNE SPROULL PHONE: 860-690-4698
ADDRESS: 28134 LA CAILLE DR CITY/STATE/ZIP: NAPLES, FL 34119

RECOMMENDATIONS AND POSTPONEMENTS: The Board may accept, reject or modify staff recommendations and take other appropriate and lawful action including continuing said public hearings.

CONDUCT OF HEARINGS: These hearings are quasi-judicial and must be conducted to afford all parties due process. Any communication that Council Members have outside of the public hearing must be fully disclosed at the hearing. Anyone who wishes to speak at the hearing will be sworn in and may be subject to questions by the board, city staff or applicant. Public comment is encouraged, and all relevant information should be presented to the Board so a fair and appropriate decision can be made. Tapes are limited to three (3) minutes in length and are to be submitted to the Zoning Division one week prior to the meeting date for review. All tapes/information submitted for the public record will not be returned.

GROUP REPRESENTATIVES: Any person representing a group or organization must provide written authorization to speak on behalf of that group. The representative shall inform Staff prior to the hearing of their intent to speak on behalf of a group and provide staff the name of that group.

I will have a representative at the Zoning Board Hearing and/or City Council. My representative's name, address, and phone are:
NAME: _____ PHONE: _____
ADDRESS: _____ CITY/STATE/ZIP: _____

APPEALS: If a person decides to appeal any final decision made by the City Council, with respect to any matter considered at such hearing, they are responsible at their own expense for ordering from a court reporter to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence on which the appeal is to be based.

RETURN TO:
City of Bonita Springs
Community Development Department
Attn: Mike Fiigon
9220 Bonita Beach Road, Suite 109
Bonita Springs, FL 34135
mfiigon@cityofbonitaspringscd.org

Support ___ Oppose X

Application: PD25-124697-BOS: Hunter's Ridge PD Amendment

DATE: 3-4-26
NAME: Karen Greco PHONE: 719-651-9947
ADDRESS: 12727 Fox Ridge Dr CITY/STATE/ZIP: Bonita Springs, FL 34135

RECOMMENDATIONS AND POSTPONEMENTS: The Board may accept, reject or modify staff recommendations and take other appropriate and lawful action including continuing said public hearings.

CONDUCT OF HEARINGS: These hearings are quasi-judicial and must be conducted to afford all parties due process. Any communication that Council Members have outside of the public hearing must be fully disclosed at the hearing. Anyone who wishes to speak at the hearing will be sworn in and may be subject to questions by the board, city staff or applicant. Public comment is encouraged, and all relevant information should be presented to the Board so a fair and appropriate decision can be made. Tapes are limited to three (3) minutes in length and are to be submitted to the Zoning Division one week prior to the meeting date for review. All tapes/information submitted for the public record will not be returned.

GROUP REPRESENTATIVES: Any person representing a group or organization must provide written authorization to speak on behalf of that group. The representative shall inform Staff prior to the hearing of their intent to speak on behalf of a group and provide staff the name of that group.

I will have a representative at the Zoning Board Hearing and/or City Council. My representative's name, address, and phone are:
NAME: _____ PHONE: _____
ADDRESS: _____ CITY/STATE/ZIP: _____

APPEALS: If a person decides to appeal any final decision made by the City Council, with respect to any matter considered at such hearing, they are responsible at their own expense for ordering from a court reporter to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence on which the appeal is to be based.

RETURN TO:
City of Bonita Springs
Community Development Department
Attn: Mike Fiigon
9220 Bonita Beach Road, Suite 109
Bonita Springs, FL 34135
mfiigon@cityofbonitaspringscd.org

DILLAN JOHN W & CAROL L
158 CROSSWYNDS DR
BEAVER FALLS PA 15010

Support ✓ Oppose _____

Application: PD25-124697-BOS: Hunter's Ridge PD Amendment

DATE: 3/2/26
NAME: John W Dillan PHONE: 724 630 1259
ADDRESS: 12818 Maiden Cane Ln CITY/STATE/ZIP: Bonita Springs FL 34135
Florida Address

RECOMMENDATIONS AND POSTPONEMENTS: The Board may accept, reject or modify staff recommendations and take other appropriate and lawful action including continuing said public hearings.

CONDUCT OF HEARINGS: These hearings are quasi-judicial and must be conducted to afford all parties due process. Any communication that Council Members have outside of the public hearing must be fully disclosed at the hearing. Anyone who wishes to speak at the hearing will be sworn in and may be subject to questions by the board, city staff or applicant. Public comment is encouraged, and all relevant information should be presented to the Board so a fair and appropriate decision can be made. Tapes are limited to three (3) minutes in length and are to be submitted to the Zoning Division one week prior to the meeting date for review. All tapes/information submitted for the public record will not be returned.

GROUP REPRESENTATIVES: Any person representing a group or organization must provide written authorization to speak on behalf of that group. The representative shall inform Staff prior to the hearing of their intent to speak on behalf of a group and provide staff the name of that group.

I will have a representative at the Zoning Board Hearing and/or City Council. My representative's name, address, and phone are:
NAME: John Dillan PHONE: 724 630 1259 Florida address
ADDRESS: 158 Crosswynds Dr CITY/STATE/ZIP: 12818 Maiden Cane Ln. Bonita Springs FL 34135
North address Beaver Falls PA 15010

APPEALS: If a person decides to appeal any final decision made by the City Council, with respect to any matter considered at such hearing, they are responsible at their own expense for ordering from a court reporter to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence on which the appeal is to be based.

RETURN TO:
City of Bonita Springs
Community Development Department
Attn: Mike Fiigon
9220 Bonita Beach Road, Suite 109
Bonita Springs, FL 34135
mfiigon@cityofbonitaspringscd.org

Support _____ Oppose ✓

Application: PD25-124697-BOS: Hunter's Ridge PD Amendment

DATE: 3/8/26
NAME: Guyla Wehman PHONE: 330-328-8600
ADDRESS: 12721 Hunters Ridge Dr CITY/STATE/ZIP: Bonita Springs, FL 34135

RECOMMENDATIONS AND POSTPONEMENTS: The Board may accept, reject or modify staff recommendations and take other appropriate and lawful action including continuing said public hearings.

CONDUCT OF HEARINGS: These hearings are quasi-judicial and must be conducted to afford all parties due process. Any communication that Council Members have outside of the public hearing must be fully disclosed at the hearing. Anyone who wishes to speak at the hearing will be sworn in and may be subject to questions by the board, city staff or applicant. Public comment is encouraged, and all relevant information should be presented to the Board so a fair and appropriate decision can be made. Tapes are limited to three (3) minutes in length and are to be submitted to the Zoning Division one week prior to the meeting date for review. All tapes/information submitted for the public record will not be returned.

GROUP REPRESENTATIVES: Any person representing a group or organization must provide written authorization to speak on behalf of that group. The representative shall inform Staff prior to the hearing of their intent to speak on behalf of a group and provide staff the name of that group.

I will have a representative at the Zoning Board Hearing and/or City Council. My representative's name, address, and phone are:
NAME: _____ PHONE: _____
ADDRESS: _____ CITY/STATE/ZIP: _____

APPEALS: If a person decides to appeal any final decision made by the City Council, with respect to any matter considered at such hearing, they are responsible at their own expense for ordering from a court reporter to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence on which the appeal is to be based.

RETURN TO:
City of Bonita Springs
Community Development Department
Attn: Mike Fiigon
9220 Bonita Beach Road, Suite 109
Bonita Springs, FL 34135
mfiigon@cityofbonitaspringscd.org

Support _____ Oppose X

Application: PD25-124697-BOS: Hunter's Ridge PD Amendment

I AM STRONGLY OPPOSED TO THE AMENDMENT TO ALLOW THE CONSTRUCTION OF A CELL PHONE TOWER LOCATED AT 12760 FOX RIDGE DRIVE. THE SITE ALREADY CONTAINS A WASTE WATER TREATMENT PLANT WHICH WAS NOT DISCLOSED WHEN I PURCHASED THE PROPERTY A FEW YEARS AGO. THE ODOR FROM THE PLANT AND THE PROPOSED 149 FOOT CELL TOWER WILL FURTHER DE-VALUE MY PROPERTY. CELL TOWERS CURRENTLY ARE NOT ALLOWED IN RESIDENTIAL NEIGHBORHOODS FOR A REASON, THERE SHOULD BE NO EXCEPTIONS.

DATE: 3/15/2026
NAME: SCOTT LABONTE PHONE: 508-889-1871
ADDRESS: 12732 HUNTERS RIDGE DR. CITY/STATE/ZIP: BONITA SPRINGS FL 34135

RECOMMENDATIONS AND POSTPONEMENTS: The Board may accept, reject or modify staff recommendations and take other appropriate and lawful action including continuing said public hearings.

CONDUCT OF HEARINGS: These hearings are quasi-judicial and must be conducted to afford all parties due process. Any communication that Council Members have outside of the public hearing must be fully disclosed at the hearing. Anyone who wishes to speak at the hearing will be sworn in and may be subject to questions by the board, city staff or applicant. Public comment is encouraged, and all relevant information should be presented to the Board so a fair and appropriate decision can be made. Tapes are limited to three (3) minutes in length and are to be submitted to the Zoning Division one week prior to the meeting date for review. All tapes/information submitted for the public record will not be returned.

GROUP REPRESENTATIVES: Any person representing a group or organization must provide written authorization to speak on behalf of that group. The representative shall inform Staff prior to the hearing of their intent to speak on behalf of a group and provide staff the name of that group.

I will have a representative at the Zoning Board Hearing and/or City Council. My representative's name, address, and phone are:
NAME: _____ PHONE: _____
ADDRESS: _____ CITY/STATE/ZIP: _____

APPEALS: If a person decides to appeal any final decision made by the City Council, with respect to any matter considered at such hearing, they are responsible at their own expense for ordering from a court reporter to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence on which the appeal is to be based.

RETURN TO:
City of Bonita Springs
Community Development Department
Attn: Mike Fiigon
9220 Bonita Beach Road, Suite 109
Bonita Springs, FL 34135
mfiigon@cityofbonitaspringscd.org

Support _____ Oppose ✓

Application: PD25-124697-BOS: Hunter's Ridge PD Amendment

DATE: 9 MARCH 2026
NAME: PAUL TETZLAFF PHONE: 416 · 209 - 6605
ADDRESS: 12739 FOX RIDGE DR. CITY/STATE/ZIP: BONITA SPRINGS FL 34135.

RECOMMENDATIONS AND POSTPONEMENTS: The Board may accept, reject or modify staff recommendations and take other appropriate and lawful action including continuing said public hearings.

CONDUCT OF HEARINGS: These hearings are quasi-judicial and must be conducted to afford all parties due process. Any communication that Council Members have outside of the public hearing must be fully disclosed at the hearing. Anyone who wishes to speak at the hearing will be sworn in and may be subject to questions by the board, city staff or applicant. Public comment is encouraged, and all relevant information should be presented to the Board so a fair and appropriate decision can be made. Tapes are limited to three (3) minutes in length and are to be submitted to the Zoning Division one week prior to the meeting date for review. All tapes/information submitted for the public record will not be returned.

GROUP REPRESENTATIVES: Any person representing a group or organization must provide written authorization to speak on behalf of that group. The representative shall inform Staff prior to the hearing of their intent to speak on behalf of a group and provide staff the name of that group.

I will have a representative at the Zoning Board Hearing and/or City Council. My representative's name, address, and phone are:
NAME: _____ PHONE: _____
ADDRESS: _____ CITY/STATE/ZIP: _____

APPEALS: If a person decides to appeal any final decision made by the City Council, with respect to any matter considered at such hearing, they are responsible at their own expense for ordering from a court reporter to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence on which the appeal is to be based.

RETURN TO:
City of Bonita Springs
Community Development Department
Attn: Mike Fiigon
9220 Bonita Beach Road, Suite 109
Bonita Springs, FL 34135
mfiigon@cityofbonitaspringscd.org

RECEIVED
CITY OF BONITA SPRINGS
MAR 17 2026
COMMUNITY DEVELOPMENT
DEPARTMENT

Support ✓ Oppose _____

Application: PD25-124697-BOS: Hunter's Ridge PD Amendment

THIS TOWER WILL BE IN OUR BACKYARD AND WHILE POTENTIALLY VISUALLY INTRUSIVE, IT IS NECESSARY TO REMEDIATE THE ABOMINABLE CELL SERVICE IN OUR AREA. WE ENTHUSIASTICALLY SUPPORT AND ENDORSE

DATE: 12 MARCH 2026
NAME: JOE AND BROOKE BASSO PHONE: 314-341-4095 / 239 405 8138
ADDRESS: 12981 SILVERTHORN CT CITY/STATE/ZIP: BONITA SPRINGS 34135

RECOMMENDATIONS AND POSTPONEMENTS: The Board may accept, reject or modify staff recommendations and take other appropriate and lawful action including continuing said public hearings.

CONDUCT OF HEARINGS: These hearings are quasi-judicial and must be conducted to afford all parties due process. Any communication that Council Members have outside of the public hearing must be fully disclosed at the hearing. Anyone who wishes to speak at the hearing will be sworn in and may be subject to questions by the board, city staff or applicant. Public comment is encouraged, and all relevant information should be presented to the Board so a fair and appropriate decision can be made. Tapes are limited to three (3) minutes in length and are to be submitted to the Zoning Division one week prior to the meeting date for review. All tapes/information submitted for the public record will not be returned.

GROUP REPRESENTATIVES: Any person representing a group or organization must provide written authorization to speak on behalf of that group. The representative shall inform Staff prior to the hearing of their intent to speak on behalf of a group and provide staff the name of that group.

I will have a representative at the Zoning Board Hearing and/or City Council. My representative's name, address, and phone are:
NAME: _____ PHONE: _____
ADDRESS: _____ CITY/STATE/ZIP: _____

APPEALS: If a person decides to appeal any final decision made by the City Council, with respect to any matter considered at such hearing, they are responsible at their own expense for ordering from a court reporter to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence on which the appeal is to be based.

RETURN TO:
City of Bonita Springs
Community Development Department
Attn: Mike Fiigon
9220 Bonita Beach Road, Suite 109
Bonita Springs, FL 34135
mfiigon@cityofbonitaspringscd.org

Support X Oppose _____

Application: PD25-124697-BOS: Hunter's Ridge PD Amendment

DATE: 3-5-26
NAME: GARY PANCHIK PHONE: 724-525-2432
ADDRESS: 28782 WILD COFFEE CT CITY/STATE/ZIP: BONITA SPRINGS FL 34135

RECOMMENDATIONS AND POSTPONEMENTS: The Board may accept, reject or modify staff recommendations and take other appropriate and lawful action including continuing said public hearings.

CONDUCT OF HEARINGS: These hearings are quasi-judicial and must be conducted to afford all parties due process. Any communication that Council Members have outside of the public hearing must be fully disclosed at the hearing. Anyone who wishes to speak at the hearing will be sworn in and may be subject to questions by the board, city staff or applicant. Public comment is encouraged, and all relevant information should be presented to the Board so a fair and appropriate decision can be made. Tapes are limited to three (3) minutes in length and are to be submitted to the Zoning Division one week prior to the meeting date for review. All tapes/information submitted for the public record will not be returned.

GROUP REPRESENTATIVES: Any person representing a group or organization must provide written authorization to speak on behalf of that group. The representative shall inform Staff prior to the hearing of their intent to speak on behalf of a group and provide staff the name of that group.

I will have a representative at the Zoning Board Hearing and/or City Council. My representative's name, address, and phone are:
NAME: _____ PHONE: _____
ADDRESS: _____ CITY/STATE/ZIP: _____

APPEALS: If a person decides to appeal any final decision made by the City Council, with respect to any matter considered at such hearing, they are responsible at their own expense for ordering from a court reporter to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence on which the appeal is to be based.

REILLY PATRICK W &
28795 HUNTERS CT
BONITA SPRINGS FL 34135

RETURN TO:
City of Bonita Springs
Community Development Department
Attn: Mike Fiigon
9220 Bonita Beach Road, Suite 109
Bonita Springs, FL 34135
mfiigon@cityofbonitaspringscd.org

Support X Oppose _____

Application: PD25-124697-BOS: Hunter's Ridge PD Amendment

DATE: 3-2-2026
NAME: MARGARET REILLY PHONE: 630-341-1011
ADDRESS: 28795 HUNTER CT CITY/STATE/ZIP: BONITA SPRINGS FL 34135

RECOMMENDATIONS AND POSTPONEMENTS: The Board may accept, reject or modify staff recommendations and take other appropriate and lawful action including continuing said public hearings.

CONDUCT OF HEARINGS: These hearings are quasi-judicial and must be conducted to afford all parties due process. Any communication that Council Members have outside of the public hearing must be fully disclosed at the hearing. Anyone who wishes to speak at the hearing will be sworn in and may be subject to questions by the board, city staff or applicant. Public comment is encouraged, and all relevant information should be presented to the Board so a fair and appropriate decision can be made. Tapes are limited to three (3) minutes in length and are to be submitted to the Zoning Division one week prior to the meeting date for review. All tapes/information submitted for the public record will not be returned.

GROUP REPRESENTATIVES: Any person representing a group or organization must provide written authorization to speak on behalf of that group. The representative shall inform Staff prior to the hearing of their intent to speak on behalf of a group and provide staff the name of that group.

I will have a representative at the Zoning Board Hearing and/or City Council. My representative's name, address, and phone are:
NAME: _____ PHONE: _____
ADDRESS: _____ CITY/STATE/ZIP: _____

APPEALS: If a person decides to appeal any final decision made by the City Council, with respect to any matter considered at such hearing, they are responsible at their own expense for ordering from a court reporter to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence on which the appeal is to be based.

RETURN TO:
City of Bonita Springs
Community Development Department
Attn: Mike Fiigon
9220 Bonita Beach Road, Suite 109
Bonita Springs, FL 34135
mfiigon@cityofbonitaspringscd.org

Support _____ Oppose X

Application: PD25-124697-BOS: Hunter's Ridge PD Amendment

DATE: 2-27-26
NAME: MARK T WILSON PHONE: 856-220 9701
ADDRESS: 12699 HUNTERS RIDGE DR CITY/STATE/ZIP: 34135

RECOMMENDATIONS AND POSTPONEMENTS: The Board may accept, reject or modify staff recommendations and take other appropriate and lawful action including continuing said public hearings.

CONDUCT OF HEARINGS: These hearings are quasi-judicial and must be conducted to afford all parties due process. Any communication that Council Members have outside of the public hearing must be fully disclosed at the hearing. Anyone who wishes to speak at the hearing will be sworn in and may be subject to questions by the board, city staff or applicant. Public comment is encouraged, and all relevant information should be presented to the Board so a fair and appropriate decision can be made. Tapes are limited to three (3) minutes in length and are to be submitted to the Zoning Division one week prior to the meeting date for review. All tapes/information submitted for the public record will not be returned.

GROUP REPRESENTATIVES: Any person representing a group or organization must provide written authorization to speak on behalf of that group. The representative shall inform Staff prior to the hearing of their intent to speak on behalf of a group and provide staff the name of that group.

I will have a representative at the Zoning Board Hearing and/or City Council. My representative's name, address, and phone are:
NAME: _____ PHONE: _____
ADDRESS: _____ CITY/STATE/ZIP: _____

APPEALS: If a person decides to appeal any final decision made by the City Council, with respect to any matter considered at such hearing, they are responsible at their own expense for ordering from a court reporter to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence on which the appeal is to be based.

RETURN TO:
City of Bonita Springs
Community Development Department
Attn: Mike Fiigon
9220 Bonita Beach Road, Suite 109
Bonita Springs, FL 34135
mfiigon@cityofbonitaspringscd.org

Support _____ Oppose ✓

Application: PD25-124697-BOS: Hunter's Ridge PD Amendment

EYESORE FOR A BEAUTIFUL COMMUNITY

CONCERNED ABOUT HEALTH RISK W/ HAVING A TOWER SO CLOSE TOO SO MANY PEOPLE

DATE: 3-1-2026
NAME: GREGORY KRATZ PHONE: 860-508-0268
ADDRESS: 12621 HUNTERS Ridge Dr CITY/STATE/ZIP: BONITA SPRINGS, FL 34135

RECOMMENDATIONS AND POSTPONEMENTS: The Board may accept, reject or modify staff recommendations and take other appropriate and lawful action including continuing said public hearings.

CONDUCT OF HEARINGS: These hearings are quasi-judicial and must be conducted to afford all parties due process. Any communication that Council Members have outside of the public hearing must be fully disclosed at the hearing. Anyone who wishes to speak at the hearing will be sworn in and may be subject to questions by the board, city staff or applicant. Public comment is encouraged, and all relevant information should be presented to the Board so a fair and appropriate decision can be made. Tapes are limited to three (3) minutes in length and are to be submitted to the Zoning Division one week prior to the meeting date for review. All tapes/information submitted for the public record will not be returned.

GROUP REPRESENTATIVES: Any person representing a group or organization must provide written authorization to speak on behalf of that group. The representative shall inform Staff prior to the hearing of their intent to speak on behalf of a group and provide staff the name of that group.

I will have a representative at the Zoning Board Hearing and/or City Council. My representative's name, address, and phone are:
NAME: _____ PHONE: _____
ADDRESS: _____ CITY/STATE/ZIP: _____

APPEALS: If a person decides to appeal any final decision made by the City Council, with respect to any matter considered at such hearing, they are responsible at their own expense for ordering from a court reporter to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence on which the appeal is to be based.

RETURN TO:
City of Bonita Springs
Community Development Department
Attn: Mike Fiigon
9220 Bonita Beach Road, Suite 109
Bonita Springs, FL 34135
mfiigon@cityofbonitaspringscd.org

Support X Oppose _____

Application: PD25-124697-BOS: Hunter's Ridge PD Amendment
It will allow us to make calls w/o them dropping.

DATE: 3/1/26
NAME: Charles Flvm, Patti Blake-Flvm PHONE: 239-316-9611
ADDRESS: 28760 Sweet Bay Ln. CITY/STATE/ZIP: Bonita Springs FL 34135

RECOMMENDATIONS AND POSTPONEMENTS: The Board may accept, reject or modify staff recommendations and take other appropriate and lawful action including continuing said public hearings.

CONDUCT OF HEARINGS: These hearings are quasi-judicial and must be conducted to afford all parties due process. Any communication that Council Members have outside of the public hearing must be fully disclosed at the hearing. Anyone who wishes to speak at the hearing will be sworn in and may be subject to questions by the board, city staff or applicant. Public comment is encouraged, and all relevant information should be presented to the Board so a fair and appropriate decision can be made. Tapes are limited to three (3) minutes in length and are to be submitted to the Zoning Division one week prior to the meeting date for review. All tapes/information submitted for the public record will not be returned.

GROUP REPRESENTATIVES: Any person representing a group or organization must provide written authorization to speak on behalf of that group. The representative shall inform Staff prior to the hearing of their intent to speak on behalf of a group and provide staff the name of that group.

I will have a representative at the Zoning Board Hearing and/or City Council. My representative's name, address, and phone are:
NAME: _____ PHONE: _____
ADDRESS: _____ CITY/STATE/ZIP: _____

APPEALS: If a person decides to appeal any final decision made by the City Council, with respect to any matter considered at such hearing, they are responsible at their own expense for ordering from a court reporter to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence on which the appeal is to be based.

RETURN TO:
City of Bonita Springs
Community Development Department
Attn: Mike Fiigon
9220 Bonita Beach Road, Suite 109
Bonita Springs, FL 34135
mfiigon@cityofbonitaspringscd.org



Support _____ Oppose ✓

Application: PD25-124697-BOS: Hunter's Ridge PD Amendment

DATE: 3/3/26
NAME: JOANNE SPROULL PHONE: 860-690-4698
ADDRESS: 28134 LA CAILLE DR CITY/STATE/ZIP: NAPLES, FL 34119

RECOMMENDATIONS AND POSTPONEMENTS: The Board may accept, reject or modify staff recommendations and take other appropriate and lawful action including continuing said public hearings.

CONDUCT OF HEARINGS: These hearings are quasi-judicial and must be conducted to afford all parties due process. Any communication that Council Members have outside of the public hearing must be fully disclosed at the hearing. Anyone who wishes to speak at the hearing will be sworn in and may be subject to questions by the board, city staff or applicant. Public comment is encouraged, and all relevant information should be presented to the Board so a fair and appropriate decision can be made. Tapes are limited to three (3) minutes in length and are to be submitted to the Zoning Division one week prior to the meeting date for review. All tapes/information submitted for the public record will not be returned.

GROUP REPRESENTATIVES: Any person representing a group or organization must provide written authorization to speak on behalf of that group. The representative shall inform Staff prior to the hearing of their intent to speak on behalf of a group and provide staff the name of that group.

I will have a representative at the Zoning Board Hearing and/or City Council. My representative's name, address, and phone are:
NAME: _____ PHONE: _____
ADDRESS: _____ CITY/STATE/ZIP: _____

APPEALS: If a person decides to appeal any final decision made by the City Council, with respect to any matter considered at such hearing, they are responsible at their own expense for ordering from a court reporter to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence on which the appeal is to be based.

RETURN TO:
City of Bonita Springs
Community Development Department
Attn: Mike Fiigon
9220 Bonita Beach Road, Suite 109
Bonita Springs, FL 34135
mfiigon@cityofbonitaspringscd.org

Support ___ Oppose X

Application: PD25-124697-BOS: Hunter's Ridge PD Amendment

DATE: 3-4-26
NAME: Karen Greco PHONE: 719-651-9947
ADDRESS: 12727 Fox Ridge Dr CITY/STATE/ZIP: Bonita Springs, FL 34135

RECOMMENDATIONS AND POSTPONEMENTS: The Board may accept, reject or modify staff recommendations and take other appropriate and lawful action including continuing said public hearings.

CONDUCT OF HEARINGS: These hearings are quasi-judicial and must be conducted to afford all parties due process. Any communication that Council Members have outside of the public hearing must be fully disclosed at the hearing. Anyone who wishes to speak at the hearing will be sworn in and may be subject to questions by the board, city staff or applicant. Public comment is encouraged, and all relevant information should be presented to the Board so a fair and appropriate decision can be made. Tapes are limited to three (3) minutes in length and are to be submitted to the Zoning Division one week prior to the meeting date for review. All tapes/information submitted for the public record will not be returned.

GROUP REPRESENTATIVES: Any person representing a group or organization must provide written authorization to speak on behalf of that group. The representative shall inform Staff prior to the hearing of their intent to speak on behalf of a group and provide staff the name of that group.

I will have a representative at the Zoning Board Hearing and/or City Council. My representative's name, address, and phone are:
NAME: _____ PHONE: _____
ADDRESS: _____ CITY/STATE/ZIP: _____

APPEALS: If a person decides to appeal any final decision made by the City Council, with respect to any matter considered at such hearing, they are responsible at their own expense for ordering from a court reporter to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence on which the appeal is to be based.

RETURN TO:
City of Bonita Springs
Community Development Department
Attn: Mike Fiigon
9220 Bonita Beach Road, Suite 109
Bonita Springs, FL 34135
mfiigon@cityofbonitaspringscd.org

DILLAN JOHN W & CAROL L
158 CROSSWYNDS DR
BEAVER FALLS PA 15010

Support ✓ Oppose _____

Application: PD25-124697-BOS: Hunter's Ridge PD Amendment

DATE: 3/2/26
NAME: John W Dillan PHONE: 724 630 1259
ADDRESS: 12818 Maiden Cane Ln CITY/STATE/ZIP: Bonita Springs FL 34135
Florida Address

RECOMMENDATIONS AND POSTPONEMENTS: The Board may accept, reject or modify staff recommendations and take other appropriate and lawful action including continuing said public hearings.

CONDUCT OF HEARINGS: These hearings are quasi-judicial and must be conducted to afford all parties due process. Any communication that Council Members have outside of the public hearing must be fully disclosed at the hearing. Anyone who wishes to speak at the hearing will be sworn in and may be subject to questions by the board, city staff or applicant. Public comment is encouraged, and all relevant information should be presented to the Board so a fair and appropriate decision can be made. Tapes are limited to three (3) minutes in length and are to be submitted to the Zoning Division one week prior to the meeting date for review. All tapes/information submitted for the public record will not be returned.

GROUP REPRESENTATIVES: Any person representing a group or organization must provide written authorization to speak on behalf of that group. The representative shall inform Staff prior to the hearing of their intent to speak on behalf of a group and provide staff the name of that group.

I will have a representative at the Zoning Board Hearing and/or City Council. My representative's name, address, and phone are:
NAME: John Dillan PHONE: 724 630 1259 Florida address
ADDRESS: 158 Crosswynds Dr CITY/STATE/ZIP: 12818 Maiden Cane Ln. Bonita Springs FL 34135
North address Beaver Falls PA 15010

APPEALS: If a person decides to appeal any final decision made by the City Council, with respect to any matter considered at such hearing, they are responsible at their own expense for ordering from a court reporter to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence on which the appeal is to be based.

RETURN TO:
City of Bonita Springs
Community Development Department
Attn: Mike Fiigon
9220 Bonita Beach Road, Suite 109
Bonita Springs, FL 34135
mfiigon@cityofbonitaspringscd.org

Support _____ Oppose ✓

Application: PD25-124697-BOS: Hunter's Ridge PD Amendment

DATE: 3/8/26
NAME: Guyla Wehman PHONE: 330-328-8600
ADDRESS: 12721 Hunters Ridge Dr CITY/STATE/ZIP: Bonita Springs, FL 34135

RECOMMENDATIONS AND POSTPONEMENTS: The Board may accept, reject or modify staff recommendations and take other appropriate and lawful action including continuing said public hearings.

CONDUCT OF HEARINGS: These hearings are quasi-judicial and must be conducted to afford all parties due process. Any communication that Council Members have outside of the public hearing must be fully disclosed at the hearing. Anyone who wishes to speak at the hearing will be sworn in and may be subject to questions by the board, city staff or applicant. Public comment is encouraged, and all relevant information should be presented to the Board so a fair and appropriate decision can be made. Tapes are limited to three (3) minutes in length and are to be submitted to the Zoning Division one week prior to the meeting date for review. All tapes/information submitted for the public record will not be returned.

GROUP REPRESENTATIVES: Any person representing a group or organization must provide written authorization to speak on behalf of that group. The representative shall inform Staff prior to the hearing of their intent to speak on behalf of a group and provide staff the name of that group.

I will have a representative at the Zoning Board Hearing and/or City Council. My representative's name, address, and phone are:
NAME: _____ PHONE: _____
ADDRESS: _____ CITY/STATE/ZIP: _____

APPEALS: If a person decides to appeal any final decision made by the City Council, with respect to any matter considered at such hearing, they are responsible at their own expense for ordering from a court reporter to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence on which the appeal is to be based.

RETURN TO:
City of Bonita Springs
Community Development Department
Attn: Mike Fiigon
9220 Bonita Beach Road, Suite 109
Bonita Springs, FL 34135
mfiigon@cityofbonitaspringscd.org

Support _____ Oppose X

Application: PD25-124697-BOS: Hunter's Ridge PD Amendment

I AM STRONGLY OPPOSED TO THE AMENDMENT TO ALLOW THE CONSTRUCTION OF A CELL PHONE TOWER LOCATED AT 12760 FOX RIDGE DRIVE. THE SITE ALREADY CONTAINS A WASTE WATER TREATMENT PLANT WHICH WAS NOT DISCLOSED WHEN I PURCHASED THE PROPERTY A FEW YEARS AGO. THE ODOR FROM THE PLANT AND THE PROPOSED 149 FOOT CELL TOWER WILL FURTHER DE-VALUE MY PROPERTY. CELL TOWERS CURRENTLY ARE NOT ALLOWED IN RESIDENTIAL NEIGHBORHOODS FOR A REASON, THERE SHOULD BE NO EXCEPTIONS.

DATE: 3/15/2026
NAME: SCOTT LABONTE PHONE: 508-889-1871
ADDRESS: 12732 HUNTERS RIDGE DR. CITY/STATE/ZIP: BONITA SPRINGS FL 34135

RECOMMENDATIONS AND POSTPONEMENTS: The Board may accept, reject or modify staff recommendations and take other appropriate and lawful action including continuing said public hearings.

CONDUCT OF HEARINGS: These hearings are quasi-judicial and must be conducted to afford all parties due process. Any communication that Council Members have outside of the public hearing must be fully disclosed at the hearing. Anyone who wishes to speak at the hearing will be sworn in and may be subject to questions by the board, city staff or applicant. Public comment is encouraged, and all relevant information should be presented to the Board so a fair and appropriate decision can be made. Tapes are limited to three (3) minutes in length and are to be submitted to the Zoning Division one week prior to the meeting date for review. All tapes/information submitted for the public record will not be returned.

GROUP REPRESENTATIVES: Any person representing a group or organization must provide written authorization to speak on behalf of that group. The representative shall inform Staff prior to the hearing of their intent to speak on behalf of a group and provide staff the name of that group.

I will have a representative at the Zoning Board Hearing and/or City Council. My representative's name, address, and phone are:
NAME: _____ PHONE: _____
ADDRESS: _____ CITY/STATE/ZIP: _____

APPEALS: If a person decides to appeal any final decision made by the City Council, with respect to any matter considered at such hearing, they are responsible at their own expense for ordering from a court reporter to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence on which the appeal is to be based.

RETURN TO:
City of Bonita Springs
Community Development Department
Attn: Mike Fiigon
9220 Bonita Beach Road, Suite 109
Bonita Springs, FL 34135
mfiigon@cityofbonitaspringscd.org

Support _____ Oppose ✓

Application: PD25-124697-BOS: Hunter's Ridge PD Amendment

DATE: 9 MARCH 2026
NAME: PAUL TETZLAFF PHONE: 416 · 209 - 6605
ADDRESS: 12739 FOX RIDGE DR. CITY/STATE/ZIP: BONITA SPRINGS FL 34135.

RECOMMENDATIONS AND POSTPONEMENTS: The Board may accept, reject or modify staff recommendations and take other appropriate and lawful action including continuing said public hearings.

CONDUCT OF HEARINGS: These hearings are quasi-judicial and must be conducted to afford all parties due process. Any communication that Council Members have outside of the public hearing must be fully disclosed at the hearing. Anyone who wishes to speak at the hearing will be sworn in and may be subject to questions by the board, city staff or applicant. Public comment is encouraged, and all relevant information should be presented to the Board so a fair and appropriate decision can be made. Tapes are limited to three (3) minutes in length and are to be submitted to the Zoning Division one week prior to the meeting date for review. All tapes/information submitted for the public record will not be returned.

GROUP REPRESENTATIVES: Any person representing a group or organization must provide written authorization to speak on behalf of that group. The representative shall inform Staff prior to the hearing of their intent to speak on behalf of a group and provide staff the name of that group.

I will have a representative at the Zoning Board Hearing and/or City Council. My representative's name, address, and phone are:
NAME: _____ PHONE: _____
ADDRESS: _____ CITY/STATE/ZIP: _____

APPEALS: If a person decides to appeal any final decision made by the City Council, with respect to any matter considered at such hearing, they are responsible at their own expense for ordering from a court reporter to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence on which the appeal is to be based.

RETURN TO:
City of Bonita Springs
Community Development Department
Attn: Mike Fiigon
9220 Bonita Beach Road, Suite 109
Bonita Springs, FL 34135
mfiigon@cityofbonitaspringscd.org

RECEIVED
CITY OF BONITA SPRINGS
MAR 17 2026
COMMUNITY DEVELOPMENT
DEPARTMENT

Support ✓ Oppose _____

Application: PD25-124697-BOS: Hunter's Ridge PD Amendment

THIS TOWER WILL BE IN OUR BACKYARD AND WHILE POTENTIALLY VISUALLY INTRUSIVE, IT IS NECESSARY TO REMEDIATE THE ABOMINABLE CELL SERVICE IN OUR AREA. WE ENTHUSIASTICALLY SUPPORT AND ENDORSE

DATE: 12 MARCH 2026
NAME: JOE AND BROOKE BASSO PHONE: 314-341-4095 / 239 405 8138
ADDRESS: 12981 SILVERTHORN CT CITY/STATE/ZIP: BONITA SPRINGS 34135

RECOMMENDATIONS AND POSTPONEMENTS: The Board may accept, reject or modify staff recommendations and take other appropriate and lawful action including continuing said public hearings.

CONDUCT OF HEARINGS: These hearings are quasi-judicial and must be conducted to afford all parties due process. Any communication that Council Members have outside of the public hearing must be fully disclosed at the hearing. Anyone who wishes to speak at the hearing will be sworn in and may be subject to questions by the board, city staff or applicant. Public comment is encouraged, and all relevant information should be presented to the Board so a fair and appropriate decision can be made. Tapes are limited to three (3) minutes in length and are to be submitted to the Zoning Division one week prior to the meeting date for review. All tapes/information submitted for the public record will not be returned.

GROUP REPRESENTATIVES: Any person representing a group or organization must provide written authorization to speak on behalf of that group. The representative shall inform Staff prior to the hearing of their intent to speak on behalf of a group and provide staff the name of that group.

I will have a representative at the Zoning Board Hearing and/or City Council. My representative's name, address, and phone are:
NAME: _____ PHONE: _____
ADDRESS: _____ CITY/STATE/ZIP: _____

APPEALS: If a person decides to appeal any final decision made by the City Council, with respect to any matter considered at such hearing, they are responsible at their own expense for ordering from a court reporter to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence on which the appeal is to be based.

RETURN TO:
City of Bonita Springs
Community Development Department
Attn: Mike Fiigon
9220 Bonita Beach Road, Suite 109
Bonita Springs, FL 34135
mfiigon@cityofbonitaspringscd.org

RECEIVED
CITY OF BONITA SPRINGS
MAR 26 2026
COMMUNITY DEVELOPMENT
DEPARTMENT

Support ✓ Oppose _____

Application: PD25-124697-BOS: Hunter's Ridge PD Amendment

DATE: 3-16-26
NAME: RICH USELDINGER PHONE: 262-707-3400
ADDRESS: 28763 Wild Coffee Ct CITY/STATE/ZIP: BONITA SPRINGS, FL 34135

RECOMMENDATIONS AND POSTPONEMENTS: The Board may accept, reject or modify staff

RETURN TO:
City of Bonita Springs
Community Development Department
Attn: Mike Fiigon
9220 Bonita Beach Road, Suite 109
Bonita Springs, FL 34135
mfiigon@cityofbonitaspringscd.org

Support ✓ Oppose _____

Application: PD25-124697-BOS: Hunter's Ridge PD Amendment

DATE: Mar 14, 2026
NAME: JOHN G DEMARIA PHONE: 303-886-4141
ADDRESS: 12735 FOX RIDGE DR. CITY/STATE/ZIP: BONITA SPRINGS, FL 34135

RECOMMENDATIONS AND POSTPONEMENTS: The Board may accept, reject or modify staff recommendations and take other appropriate and lawful action including continuing said public hearings.

CONDUCT OF HEARINGS: These hearings are quasi-judicial and must be conducted to afford all parties due process. Any communication that Council Members have outside of the public hearing must be fully disclosed at the hearing. Anyone who wishes to speak at the hearing will be sworn in and may be subject to questions by the board, city staff or applicant. Public comment is encouraged, and all relevant information should be presented to the Board so a fair and appropriate decision can be made. Tapes are limited to three (3) minutes in length and are to be submitted to the Zoning Division one week prior to the meeting date for review. All tapes/information submitted for the public record will not be returned.

GROUP REPRESENTATIVES: Any person representing a group or organization must provide written authorization to speak on behalf of that group. The representative shall inform Staff prior to the hearing of their intent to speak on behalf of a group and provide staff the name of that group.

I will have a representative at the Zoning Board Hearing and/or City Council. My representative's name, address, and phone are:
NAME: _____ PHONE: _____
ADDRESS: _____ CITY/STATE/ZIP: _____

APPEALS: If a person decides to appeal any final decision made by the City Council, with respect to any matter considered at such hearing, they are responsible at their own expense for ordering from a court reporter to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence on which the appeal is to be based.

RETURN TO:
City of Bonita Springs
Community Development Department
Attn: Mike Fiigon
9220 Bonita Beach Road, Suite 109
Bonita Springs, FL 34135
mfiigon@cityofbonitaspringscd.org

BIALOWAS FRANK +
110 W BROADWAY
JIM THORPE PA 18229

Support _____ Oppose ✓

Application: PD25-124697-BOS: Hunter's Ridge PD Amendment

DATE: 3/12/2026
NAME: Kathleen Detwiler PHONE: 610 529 7535
ADDRESS: 12817 Maiden Cane LN CITY/STATE/ZIP: Bonita Springs, FL 34135

RECOMMENDATIONS AND POSTPONEMENTS: The Board may accept, reject or modify staff recommendations and take other appropriate and lawful action including continuing said public hearings.

CONDUCT OF HEARINGS: These hearings are quasi-judicial and must be conducted to afford all parties due process. Any communication that Council Members have outside of the public hearing must be fully disclosed at the hearing. Anyone who wishes to speak at the hearing will be sworn in and may be subject to questions by the board, city staff or applicant. Public comment is encouraged, and all relevant information should be presented to the Board so a fair and appropriate decision can be made. Tapes are limited to three (3) minutes in length and are to be submitted to the Zoning Division one week prior to the meeting date for review. All tapes/information submitted for the public record will not be returned.

GROUP REPRESENTATIVES: Any person representing a group or organization must provide written authorization to speak on behalf of that group. The representative shall inform Staff prior to the hearing of their intent to speak on behalf of a group and provide staff the name of that group.

I will have a representative at the Zoning Board Hearing and/or City Council. My representative's name, address, and phone are:
NAME: _____ PHONE: _____
ADDRESS: _____ CITY/STATE/ZIP: _____

APPEALS: If a person decides to appeal any final decision made by the City Council, with respect to any matter considered at such hearing, they are responsible at their own expense for ordering from a court reporter to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence on which the appeal is to be based.

RETURN TO:
City of Bonita Springs
Community Development Department
Attn: Mike Fiigon
9220 Bonita Beach Road, Suite 109
Bonita Springs, FL 34135
mfiigon@cityofbonitaspringscd.org

ELLING SUSAN LAYER TR
12773 MAIDEN CANE LN
BONITA SPRINGS FL 34135

RECEIVED
CITY OF BONITA SPRINGS
MAR 30 2026
COMMUNITY DEVELOPMENT
DEPARTMENT

Support _____ Oppose X

Application: PD25-124697-BOS: Hunter's Ridge PD Amendment

DATE: March 25, 2026
NAME: SUSAN ELLING PHONE: 401-441-1033
ADDRESS: 12773 HAIDEN CANE LN CITY/STATE/ZIP: BONITA SPRINGS, FL. 34135

RECOMMENDATIONS AND POSTPONEMENTS: The Board may accept, reject or modify staff recommendations and take other appropriate and lawful action including continuing said public hearings.

CONDUCT OF HEARINGS: These hearings are quasi-judicial and must be conducted to afford all parties due process. Any communication that Council Members have outside of the public hearing must be fully disclosed at the hearing. Anyone who wishes to speak at the hearing will be sworn in and may be subject to questions by the board, city staff or applicant. Public comment is encouraged, and all relevant information should be presented to the Board so a fair and appropriate decision can be made. Tapes are limited to three (3) minutes in length and are to be submitted to the Zoning Division one week prior to the meeting date for review. All tapes/information submitted for the public record will not be returned.

GROUP REPRESENTATIVES: Any person representing a group or organization must provide written authorization to speak on behalf of that group. The representative shall inform Staff prior to the hearing of their intent to speak on behalf of a group and provide staff the name of that group.

I will have a representative at the Zoning Board Hearing and/or City Council. My representative's name, address, and phone are:
NAME: _____ PHONE: _____
ADDRESS: _____ CITY/STATE/ZIP: _____

APPEALS: If a person decides to appeal any final decision made by the City Council, with respect to any matter considered at such hearing, they are responsible at their own expense for ordering from a court reporter to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence on which the appeal is to be based.

City Hall Council Chambers
9101 Bonita Beach Road SE
Bonita Springs, Florida 34135

City of Bonita Springs
City Council
Draft Meeting Minutes

March 25, 2026
9:00 a.m.

1. **Call to Order** - *Mayor Gibson called the meeting to order at 9:00 a.m.*

2. **Invocation** - *Provided by Pastor Angel Ortiz of Integrity Church.*

3. **Pledge of Allegiance**

4. **Roll Call**

   Present: 7 *Council Member Bogacz, Deputy Mayor Purdon, Council Member Carr, Mayor Gibson, Council Member Corrie, Council Member Fullick, Council Member Fitzpatrick.*

   Absent: 0

5. **Public Comment on Agenda Items**

   Deb Orton – Spoke in support on agenda item 9A.

   Beth Castro – Spoke in support of agenda item 9A.

   Kyle Moran – Spoke in support of agenda item 9A.

6. **Consent Agenda Items:** *Council Member Carr motioned to approve the items on the Consent Agenda; Seconded by Council Member Fullick.* ***The motion unanimously.***

   A. Approve Minutes from the City Council Regular Meeting held on March 4, 2026.

   B. Approve Minutes from the City Council Special Meeting held on March 4, 2026.

   C. Approve Minutes from the City Council Working Session held on February 18, 2026.

   D. Approve a Resolution to engage fourteen (14) firms for the City's Miscellaneous Outdoor Recreational Facility Design & Engineering Services (CN 26-01) and authorize staff to enter into negotiations with the selected firms. (Green Sheet 26-03-038)

   E. Approve the Caretaker's Agreement for the Bonita Nature Place. (Green Sheet 26-03-039)

   F. Approve Contract Amendment #1 between the City and Florida Commerce for the East Terry Street Stormwater and Multi-Use Pathway Project (Contract Agreement #MT119) for Community Development Block Grant – Mitigation funding extending the contract end date and amend the scope of work. (Green Sheet 26-03-040)

G. Approve Annual Update to Employee Salary Ranges, effective April 1, 2026. (Green Sheet 26-03-041)

H. Approve a Resolution, consistent with City Council action on March 4, 2026, discharging members of the Historic Preservation Board with appreciation for their service. (Green Sheet 26-03-042)

I. Approve proposal from Wright Construction for ten way-finding signs in the downtown area. (Green Sheet 26-03-044)

J. Approve a Resolution to engage ten (10) firms for the City's Construction Manager at Risk Services for Parks (CN 26-04) and authorize staff to enter into negotiations with the firms selected. (Green Sheet 26-03-045)

K. Approve Amendment #1 to the FEMA Hazard Mitigation Grant Program - COVID (HMGP-COVID) Neighborhood Acquisition/Demolition Project purchase agreement 2025-004, extending the property acquisition closing date from March 31, 2026 to August 31, 2026. (Green Sheet 26-03-047)

- Opportunity for City Council Comments on Consent Agenda

Referencing Consent Item 6I, Council Member Carr asked about nighttime visibility of the way-finding signs. City Manager Hunter replied they will be reflective.

Referencing Consent Item 6H, Mayor Gibson thanked the members of the Historic Preservation Board for their service.

7. Presentations:

A. Presentation from PFM Financial Advisors on funding of the Seminole Gulf Railway Property Acquisition. (Green Sheet 26-03-043)

Finance Director Lisa Griggs Roth introduced Julie Santamaria, consultant with PFM Financial Advisors, who presented information regarding the City's potential use of General Obligation Bonds and related millage impacts associated with a proposed voter referendum to fund the Seminole Gulf Railway Property Acquisition. (Presentation on file in the City Clerk's office).

8. Mayor and Council Member Items:

A. Discussion regarding making a formal request to the West Coast Inland Navigation District to conduct a survey of Fish Trap Bay. (Corrie, Green Sheet 26-03-048)

Council Member Chris Corrie stated that he would like to formally ask the West Coast Inland Navigation District to conduct a survey of Fish Trap Bay. He was informed by Representative Botana that boaters find it difficult to access the channel. Deputy City Manager Feeney added that there would be no expense to the City for WCIND to conduct a survey. Council Member Corrie motioned to direct staff to make the request to WCIND; Seconded by Council Member Carr. ***The motion carried unanimously.***

DRAFT

9. City Attorney Items:

A. Approve Purchase and Sale Agreement with Trust for Public Land (TPL) for Seminole Gulf Railway rail corridor and authorize due diligence expenditures relating to Memorandum of Agreement and Purchase and Sale Agreement. (Green Sheet 26-03-049)

City Attorney Derek Rooney opened the discussion with a summary of the key elements of the draft Purchase and Sale Agreement. He further explained that the item before Council also authorizes due diligence expenditures related to the Council-approved Memorandum of Agreement with the four parties, and the Purchase and Sale Agreement itself. He noted that the draft agreement reflects and memorializes the items discussed at the March 4 Special Council Meeting, and stated he finds the terms of the agreement satisfactory. Mr. Rooney identified six critical due diligence components, as follows: title review, environmental review, appraisal, financing, easements related to the billboards, and the referendum.

Council Member Carr, referencing the proposed ballot referendum, expressed concern about feeling rushed to meet the deadline for the August primary election. She questioned whether placing the referendum on the November General Election ballot when voter turnout is typically higher might be more appropriate.

Deputy Mayor Purdon stated that he is pleased that the voters will have the opportunity to decide the matter directly and noted that it will be up to TPL and Friends of BERT to make their case to the public. Council Members Fullick and Bogacz expressed agreement with his remarks.

Council Member Fitzpatrick also expressed support for allowing the voters to decide. He highlighted four points in the proposed agreement that he believes require further attention, as follows: costs associated with Exhibit B; the post-closing risk assessment and mitigation plan and associated costs; responsibility for sidetrack rails; and environmental risks. He requested that the environmental report, when completed, be fully disclosed to the public.

Council Member Corrie stated that as cities grow, they must find ways to develop their parks, and this project represents a significant linear park opportunity. He motioned to proceed with the adoption of the draft Purchase and Sale Agreement, and to enter into the record that Council supports it and is moving forward; Seconded by Deputy Mayor Purdon. ***The motion carried 6-1 (Council Member Carr opposed)****.*

10. City Manager Items:

A. Review the proposal from Wright Construction for pre-construction and design service fees for the I-75 flagpole project, and provide direction to staff. (Green Sheet 26-03-046)

City Manager Hunter opened the discussion, stating that at a previous meeting Mayor Gibson proposed moving forward with the I-75 flagpole project, which is included in the current Capital Improvement Plan. She explained that the proposal received came in higher than anticipated and exceeds the front-funded budgeted amount of $90,000. Staff is therefore seeking direction from Council. A discussion followed. City Manager Hunter added that, if Council wished, staff could bring back a resolution for sponsorship funding contributions. Mayor Gibson motioned to direct staff to conduct the required design and engineering work; Seconded by Deputy Mayor Purdon. ***The motion carried unanimously.***

B. Presentation of the January Financial Report. (Green Sheet 26-03-050)

Lisa Griggs Roth, Director of Finance and Administrative Services, presented the January financial report. (Presentation on file in the Clerk's office).

DRAFT

C. Presentation of the Monthly Community Development Activity Report. (Green Sheet 26-03-051)

John Dulmer, Director of the Community Development Department, presented the February business activity report and online permitting update. (Presentation on file in the Clerk's office).

11. Mayor and Council Member Reports

Council Member Fitzpatrick - Reported on the Bonita YMCA and the board's ongoing strategic planning initiatives. He also proposed holding a discussion with the Bonita Springs Historical Society regarding the McSwain House.

Council Member Fullick - Provided an update on the recent Downtown Business Alliance Meeting.

Council Member Corrie - Commented on a letter he received from a resident offering suggestions for improvements to Depot Park.

Council Member Carr - Reported on the recent BSU Annual Meeting. She also announced that she will be absent from the City Council Meeting on April 15, due to a scheduling conflict.

Deputy Mayor Purdon - Inquired about efforts to improve cellular/Wi-Fi service in the City. Council Member Corrie replied that the Technology Advisory Board is reviewing the issues and will bring recommendations to Council. Deputy Mayor Purdon also discussed the need for solutions to mitigate right-of-way fiber-optic installation impacts in neighborhoods and stated he will raise the matter with the Florida League of Cities.

Council Member Bogacz - Provided an update on the full-time resident beach parking initiative and will present a full report in May.

Mayor Gibson - Encourage everyone to attend and enjoy the Celebrate Bonita event.

12. Public Comment - *None*

13. Adjournment - There being no further business, the meeting adjourned at 10:56 a.m.

Prepared and attested by:

_____
Michael J. Sheffield, City Clerk

APPROVED BY CITY COUNCIL

Date: _____

_____
Mike Gibson, Mayor

DRAFT

City Hall Council Chambers
9101 Bonita Beach Road SE
Bonita Springs, Florida 34135

City of Bonita Springs
City Council
Draft Meeting Minutes

April 1, 2026
9:00 a.m.

---

1. **Call to Order** – Mayor Gibson called the meeting to order at 9:00 a.m.

2. **Invocation** – Provided by Rev. Diane Scribner of Unity of Bonita Springs

3. **Pledge of Allegiance**

4. **Roll Call**
   Present: 7 *Council Member Bogacz, Deputy Mayor Purdon, Council Member Carr, Mayor Gibson, Council Member Corrie, Council Member Fullick, Council Member Fitzpatrick*
   Absent: 0

5. **Public Comment on Agenda Items**
   Kyle Moran – In favor of Bond Referendum. Suggests not overreaching, Feels the 30/30 option is appropriate
   Deb Orton – In favor of Bond Referendum, agrees with the 30/30 option
   Carrie Bloomers – In favor of YMCA agreement

6. **Public Hearings - Zoning and Land Use:**

   A. (FIRST READING) A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; AN AMENDMENT TO A RESIDENTIAL PLANNED DEVELOPMENT TO ALLOW A 149 FOOT MONOPOLE WIRELESS FACILITY AND RELATED INFRASTRUCTURE; LOCATED AT 12760 FOX RIDGE DRIVE, BONITA SPRINGS, FLORIDA 34135; PROVIDING FOR AN EFFECTIVE DATE. (Green Sheet 26-04-052)

   Mike Fiigon with Community Development discussed the amendment and introduced Mattaniah Jahns representing Diamond Communications.

   Ms. Johns presentation discussed the location of the 149ft monopine pole near the Maintenance Building, proximity to existing residences, the street views and coverage area. Planning and Zoning Board recommended adding a maintenance condition for foliage replacement. Ms. Johns also answered questions from Council.

   Public Comment:
   Dan Humprich – Better coverage is needed

- *Moved to second reading*

7. **Consent Agenda Items***: Council Member Carr motioned to approve the items on the Consent Agenda; Seconded by Council Member Bogacz.* ***The Motion carried unanimously****.*

A. Approve the Partnership Agreement between the City of Bonita Springs and the YMCA of Southwest Florida for the 2026 Summer Camp program and the 2026-27 afterschool program, to be held at the Bonita Springs Recreation Center. (Green Sheet 26-04-053)

B. Approve a Resolution awarding the East Terry Street Stormwater and Multi-Use Pathway Project (RFB 25-31) to the lowest responsive, responsible bidder, Quality Enterprises USA, Inc. (Green Sheet 26-04-054)

- Opportunity for City Council Comments on Consent Agenda
  Deputy Mayor Purdon is happy with the YMCA partnership

8. **Public Hearings**:

A. **(TRANSMITTAL HEARING) AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA, AMENDING THE CITY OF BONITA SPRINGS COMPREHENSIVE PLAN, AS ADOPTED BY ORDINANCE NO. 02-16, AS AMENDED; SO AS TO AMEND THE FUTURE LAND ELEMENT, TRANSPORTATION ELEMENT, HOUSING ELEMENT, INTERGOVERNMENTAL COORDINATION ELEMENT, PUBLIC PARTICIPATION, MONITORING, UPDATING AND EVALUATION PROCEDURES, TO REVISE AND UPDATE THE EXISTING GOALS, OBJECTIVES, AND POLICIES, AND DATA AND ANALYSIS IN ACCORDANCE WITH CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY, PROVIDING A CONFLICTS CLAUSE AND SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.** (Green Sheet 26-04-055)

Dr. Margaret Banyan gave presentation and went over the EAR Comp Plan Review. Ms. Banyan stated the review was completed in 2023, discussed the analysis and amendments and stated the City has plenty of capacity until 2050, and gave a brief update on the agenda packet report.

Council Member Corrie motioned to approve transmittal to State; Seconded by Council Member Carr. ***The Motion carried unanimously****.*

B. (FIRST READING) AN ORDINANCE ORDERING AND CALLING FOR A BOND REFERENDUM ELECTION TO BE HELD ON AUGUST 18, 2026, IN THE CITY OF BONITA SPRINGS, FLORIDA TO DETERMINE IF THE QUALIFIED ELECTORS RESIDING IN THE CITY APPROVE THE ISSUANCE BY THE CITY OF GENERAL OBLIGATION BONDS PAYABLE FROM AD VALOREM TAXES LEVIED IN AMOUNTS SUFFICIENT TO PAY DEBT SERVICE ON SUCH BONDS ON ALL TAXABLE PROPERTY WITHIN THE CITY TO FINANCE THE ACQUISITION OF INACTIVE RAILROAD CORRIDOR PROPERTY AND THE DEVELOPMENT AND CONSTRUCTION OF CAPITAL IMPROVEMENTS THERETO FOR THE BONITA ESTERO RAIL TRAIL; PROVIDING SEVERABILITY AND AN EFFECTIVE DATE. (Green Sheet 26-04-056)

City Attorney Derek Rooney stated he is looking for guidance on the amount and the term of the bond.
Each Council Member stated their opinion:
Council Member Carr - suggested $30 mil for 30 yrs (made a motion but no second)
Mayor Gibson suggested $35 mil for 30 yrs
Council Member Fitzpatrick - $35 mil but feels construction costs should be included
Council Member Fullick - $35 mil for 30 yrs
Council Member Bogacz – $35 mil for 30 yrs
Deputy Mayor Purdon - $35 mil for 30 yrs

Deputy Mayor Purdon motioned for $35million for 30 years and move to second reading; Seconded by Council Member Fullick. ***The Motion carried unanimously****.*

9. **City Attorney Items**:

10. **City Manager Items**:

A. **Presentation and discussion on Transportation Impact Fees, and direction to staff**. (Green Sheet 26-04-057)

Dr. Margaret Banyan discussed options regarding a Mobility Fee or Multi-Modal Fee and gave a brief overview of case studies from Tampa, Cape Coral etc. Performing a Mobility Study is required by the State for review.

City Council discussed their preference for more information relating to the Mobility Fee option.

B. **Update regarding the City's opportunity to participate in the Lee County Opportunity Zone Incentive Program and direction to staff on providing a letter of support to Lee County regarding the designation**. (Green Sheet 26-04-058)

City Manager Hunter gave overview of the program and recommends sending a letter of support to be signed by the Mayor.

Council Member Corrie motioned to send letter of support; Seconded by Council Member Carr. ***The Motion carried unanimously****.*

11. Mayor and Council Member Reports

Council Member Bogacz: Attended the Ritz Carlton Residencies grand opening on March 28th, Chief DeWitt stated they have hired 11 new firefighters and purchased a new truck for Station 7, Celebrate Bonita was a huge success.

Council Member Purdon: Congratulated Staff and Sheriff's Department for all their pre-work for Celebrate Bonita, he would like to re-visit additional revenue streams as well as opening discussions regarding the flagpole and suggests a height of 177.6ft.

Council Member Carr: Celebrate Bonita Stroll success and attending the Horizon Council's meeting, which she gave a presentation on the North Tower of the Ritz Carlton and Downtown Bonita.

Mayor Gibson: Laura Carr gave a great presentation at the Horizon Council Meeting and Celebrate Bonita Stroll.

Draft

Council Member Fullick: Update on Bonita Elementary School Construction, Lee County's ROTC high school program is #1 in Country, Reminder the Memorial Day Services will be held at the Liles Hotel, New location for TDC Murial at County's cost and would like to send letter of support for Lt. Lewis to be appointed as new ROTC head to School Board.

Council Member Fitzpatrick: Celebrate Bonita and Arts Bonita's "Off the Wall" Event.

Condolences to City Clerk Sheffield and family were offered by all Council Members

12. Public Comment

David Jaye – Opposed to tax increase for bond referendum, suggested purchasing our Library from Lee County
Kyle Moran – Happy with referendum vote, feels it is "a good deal"

13. Adjournment: *There being no further business, the meeting adjourned at 11:00 a.m.*

Prepared and attested by:

_____
Teresa Grimes for City Clerk

APPROVED BY CITY COUNCIL

Date: _____

_____
Mike Gibson, Mayor

Draft

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 26-04-060
April 15, 2026

ITEM TITLE: Approve renewal of Microsoft Enterprise Enrollment Agreement with SHI International Corporation

REQUESTOR: Lora Taylor, Director of Communications & Facilities

AGENDA SECTION: Consent

STRATEGIC PRIORITY:

BACKGROUND: As the current Microsoft contract concludes, the proposed three-year Microsoft Enterprise Agreement managed by SHI ensures operational continuity by providing uninterrupted access to essential productivity tools, including Microsoft 365, Azure, and Teams. This renewal is a strategic necessity for security and compliance, as it guarantees the delivery of the latest security patches and enterprise-grade identity management. The agreement will be renewal under a cooperative purchase agreement.

Cost of the agreement is $40,329.15 annually for three years, with the option for a three-year renewal.

Total cost of this agreement is budgeted annually in the Software Licensing account 00.240.513.5133402.51.34.51334.

STAFF RECOMMENDATION: Approve renewal of Microsoft Enterprise Enrollment Agreement with SHI International Corporation

ATTACHMENTS:

1. Microsoft Contract

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Department Director:	Lora Taylor

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	5854775

AMD000492049

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10637
Sub250 Form	W29
Product Selection Form	3160542.003_PSF
Enterprise Amendment	M97 - (69751368)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* City of Bonita Springs
Signature*
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID

** indicates required field*

Microsoft Affiliate
Microsoft Corporation
Signature **Printed First and Last Name** **Printed Title** **Signature Date** (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6880 Sierra Center Parkway
Reno, Nevada 89511
USA

Microsoft

Enterprise Enrollment State and Local

Enterprise Enrollment number *(Microsoft to complete)*	69751368
Previous Enrollment number *(Reseller to complete)*	84386882

Framework ID *(if applicable)*

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Microsoft Products and Services Data Protection Addendum, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at http://www.microsoft.com/licensing/contracts. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

2. *Order requirements.*

a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.

(i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).

(ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.

b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.

d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

f. **Adding Products.**

(i) **Adding new Products not previously ordered**. New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

(ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

(i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

(ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.

(iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.

(iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced as long as (a) the initial order minimum requirements are maintained and (b) the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.

2) For Enterprise Online Services in a given Product pool that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as (a) the initial order minimum requirements are maintained and (b) all then-active users of each Online Service are included the total quantity of Licenses remaining after the reduction. An Enrolled Affiliate may reduce Licenses for Online Services on or before the Enrollment anniversary date and place a reservation order for such licenses within 90 days after the anniversary date; however, any licenses ordered as described in this section will be invoiced to the Enrolled Affiliate for the time period the licenses were made available. Subscription Licenses ordered upfront may not be reduced.

3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional

Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The last true-up order or update statement during an Enrollment term is due within 30 days prior to the Expiration Date, and any license reservations within this 30-day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft may invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. **Setting Prices.** Unless otherwise expressly agreed to by the parties and except for Online Services designated in the Product Terms as being exempt from fixed pricing, Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. Payment terms.

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. *End of Enrollment term and termination.*

a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate may request to renew Products and Services under this Enrollment for one additional 36-month term. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements or Enrollments in order to renew. In order for a renewal request to be considered, Microsoft must receive a Renewal Form, Product Selection Form, and renewal request prior to or at the Expiration Date. Microsoft will review a renewal request made under this section in good faith and may accept or reject such request in its sole discretion.

c. **If Enrolled Affiliate elects not to renew.**

(i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term option that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** At any time during the first twelve months of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, Microsoft may condition the continued use of each Online Service on the acceptance of new terms by the Enrolled Affiliate. Enrolled Affiliate will be notified in writing of any new terms at least 60 days before any such changes take effect. Enrolled Affiliate acknowledges and agrees that after the notice described in this section, its continued use of each Online Service after the effective date provided in the notice will constitute its acceptance of the new terms. If Enrolled Affiliate does not agree to the new terms, it must stop using the Online Services and terminate the Extended Term as provided in this section. Enrolled Affiliate's termination under this section will be effective at the end of the month following 30 days after Microsoft has received the notice.

(iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. **Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

a. Community requirements. If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.

d. Use Rights for Government Community Cloud Services. For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:

(i) Government Community Cloud Services will be offered only within the United States.

(ii) Additional European Terms, as set forth in the Use Rights, will not apply.

(iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

Make an election for including Affiliates in the Enterprise (Required).

Check **only one box** in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ **Enrolled Affiliate only.**

☐ **All Affiliates.** All Affiliates of Enrolled Affiliate are hereby included in the Enterprise. Enrolled Affiliate represents that its Affiliates are entire offices, bureaus, agencies, departments, or other entities, not partial offices, bureaus, agencies, or departments, or other partial entities. Enrolled Affiliate may order Products for use by its Affiliates. If it does, the licenses granted to Enrolled Affiliate under this Enrollment will apply to such Affiliates, but Enrolled Affiliate will have the sole right to enforce the Agreement and this Enrollment against Microsoft. Enrolled Affiliate will remain responsible for all obligations under this Enrollment and for its Affiliates' compliance with this Enrollment.

☐ **Enrolled Affiliate including.** Only the Enrolled Affiliate and the Affiliates listed below will be included in the Enterprise. Enrolled Affiliate represents that its Affiliates are entire offices, bureaus, agencies, departments, or other entities, not partial offices, bureaus, agencies, or departments, or other partial entities. Enrolled Affiliate may order Products for use by its Affiliates. If it does, the licenses granted to Enrolled Affiliate under this Enrollment will apply to such Affiliates, but Enrolled Affiliate will have the sole right to enforce the Agreement and this Enrollment against Microsoft. Enrolled Affiliate will remain responsible for all obligations under this Enrollment and for its Affiliates' compliance with this Enrollment.

The following Affiliates are included in the Enterprise:

Notwithstanding anything to the contrary in the Agreement, the parties acknowledge and agree to the following:

Products ordered under this Enrollment may be subject to U.S. and other countries' export jurisdictions. Each party will comply with all laws and regulations applicable to the import or export of the Products, including, without limitation, trade laws of the U.S., EU, and UK, such as the U.S. Export Administration Regulations, sanctions regulations administered by the U.S. Office of Foreign Assets Control, the EU Dual Use Regulation 2021/821, and/or other end-user, end use, and destination restrictions ("Trade Laws"). Customer will not, and will ensure its Affiliates will not, take any action that causes Microsoft to violate applicable Trade Laws. Microsoft may suspend or terminate this Enrollment immediately without notice to the extent that Microsoft reasonably believes that performance would cause it to violate Trade Laws or put it at risk of becoming subject to sanctions and penalties under such laws. Customer remains responsible for its and for its Affiliates' compliance with this section and, to the extent applicable, a Regional Trade Compliance Supplemental Terms incorporated herein by reference.

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at https://privacy.microsoft.com/privacystatement.

a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact may also be an Online Administrator for Volume Licensing

in the Microsoft 365 Admin Center (MAC)and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Bonita Springs
Contact name: First* Alex **Middle** **Last*** Coffey
Contact email address* Alex.Coffey@cityofbonitasprings.org
Street address* 9101 BONITA BEACH RD SE
City* BONITA SPRINGS
State* FL
Postal code* 34135-4215-
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* (239) 949-6262
Tax ID
Work or School (WSA) Account ID Alex.Coffey@cityofbonitasprings.org
** indicates required fields*

b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for Volume Licensing in the Microsoft 365 Admin Center (MAC)and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Servies, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☐ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name: First* Alex **Middle** **Last*** Coffey
Contact email address* Alex.Coffey@cityofbonitasprings.org
Street address* 9101 BONITA BEACH RD SE
City* BONITA SPRINGS
State* FL
Postal code* 34135-4215-
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* (239) 949-6262
Work or School (WSA) Account ID Alex.Coffey@cityofbonitasprings.org
Language preference. Choose the language for notices. English
☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
** indicates required fields*

c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name: First* Alex **Middle** **Last*** Coffey
Contact email address* Alex.Coffey@cityofbonitasprings.org
Phone* (239) 949-6262
Work or School (WSA) Account ID Alex.Coffey@cityofbonitasprings.org
☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* SHI International Corp.
Street address (PO boxes will not be accepted)* 290 Davidson Ave
City* Somerset
State* NJ
Postal code* 08873-4145
Country* United States
Contact name* TroyBright--
Phone* 1-888-764-8888
Contact email address* msteam@SHI.com
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* Troy Bright--

Printed name* Troy Bright--
Printed title*
Date*

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

(i) Additional notices contact
(ii) Software Assurance manager
(iii) Subscriptions manager
(iv) Customer Support Manager (CSM) contact

3. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Enterprise Enrollment Product Selection Form

Microsoft | Volume Licensing

Proposal ID

3160542.003

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:				
Profile	Qualified Devices	Qualified Users	Device / User Ratio	CAL Licensing Model
Enterprise	80	80	1.0	User Licenses

Products	Enterprise Quantity
Windows Desktop	
Windows Enterprise OS Upgrade	40
Microsoft 365 Enterprise	
M365 G3 GCC USL Unified	40
M365 G3 GCC FromSA Unified Renewal	40

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	80	80	80	120

Enrolled Affiliate's Price Level:	
Product Offering / Pool	**Price Level**
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

Notes	
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:	
Quantity of Licenses and Software Assurance	**Price Level**
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
Note 1: In the following countries, any direct Enrollment consisting of only Enterprise Online Services will not be eligible for the Renewal option described in Section 5.b. of the Enrollment or for a new Enrollment due to program changes: Argentina, Australia, Austria, Belgium, Canada, Chile, Cyprus, Denmark, Finland, France, Germany, Greece, Iceland, Ireland, Jamaica, Italy, Lichtenstein, Luxemburg, Malta, Netherlands, Norway, Portugal, Puerto Rico, South Africa, Spain, Sweden, Switzerland, Trinidad & Tobago, United Kingdom, United States, and Uruguay.	
Note 2: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.	
Note 3: Unless otherwise indicated in the associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.	
Note 4: Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade,Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. The requirement applies to Windows Enterprise OS Upgrade.See Product Terms for details.	
Note 5: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.	

Microsoft Volume Licensing

Amendment to Contract Documents

Enrollment Number | | AMD000492049

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment
Invoice for Quoted Price
Amendment ID M97

The price quoted to Enrolled Affiliate is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. For Indirect models, Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

SKU Number	SKU Description	Existing Quantity	Incremental quantities
MQM-00001	Entra ID P1 Gov Sub Per User	30	0
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	80	0
AAD-34700	M365 G3 Unified FSA Renewal GCC Sub Per User	0	40
AAD-34704	M365 G3 Unified FUSL GCC Sub Per User	0	40
VRM-00001	Win OLS Activation User GCC Sub Per User	0	80

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

"(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(Dec2025)(IU).docx"		M97	Lime

Enterprise

Sub 250 Program
Amendment ID W29

The parties agree that the Enrollment is amended as follows:

1. *On the first page of the Enrollment, the following is added after the second paragraph:*

By entering into this Enrollment, the Enrolled Affiliate agrees that (1) it also has 25 or more Qualified Devices or Qualified Users; or (2) as a condition of entering into this Enrollment with 25-249 Qualified Devices or Qualified Users, Enrolled Affiliate has elected not to receive CD ROMs as part of the Enrollment and therefore no CD ROMs will automatically be shipped. If Enrolled Affiliate is enrolling with 25-249 Qualified Devices or Qualified Users and it would like to receive CD ROM Kits and updates, Enrolled Affiliate may order these through its Reseller for a fee.

The submission of this Amendment can only be placed against a 2011 Enterprise Agreement or an Enrollment that has the Updated EA Amendment terms and conditions applied. The submittal of this Amendment may not be contingent on submittal of a new Enterprise Agreement.

2. *Section 2a of the Enrollment titled "Order Requirements", is hereby amended and restated in its entirety with the following:*

a. **Minimum Order Requirements.** Enrolled Affiliate's Enterprise must have a minimum of 25 Qualified Users or Qualified Devices.

(i) **Initial Order.** Initial order must include at least 25 Licenses from one of the four groups outlined in the Product Selection Form.

(ii) **If choosing Enterprise Products.** If choosing Enterprise Products in a specific group outlined in the Product Selection Form, Enrolled Affiliate's initial order must include an Enterprise-wide selection of one or more Enterprise Products or a mix of Enterprise Products and corresponding Enterprise Online Services for that group.

(iii) **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

(iv) **Country of Usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

(v) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 25 Subscription Licenses for Enterprise Online Services.

3. *Software Assurance renewal.*

Renewing Software Assurance: If Enrolled Affiliate will be renewing Products Software Assurance coverage from a separate agreement, check this box.	☒

By checking the above box, a new section is added to the Enrollment entitled "Software Assurance Addition."

Software Assurance Addition. Enrolled Affiliate is permitted to and will include in its initial order under this Enrollment Software Assurance quantities from eligible Program's identified in the table below, even though Enrolled Affiliate is not otherwise eligible to order such Software Assurance without simultaneously ordering a License.

Enrolled Affiliate agrees that any perpetual Licenses received through the New Software Assurance shall supersede and replace the underlying Licenses, and the underlying Licenses are not to be transferred separately from any Licenses received through the New Software Assurance. Any remaining payment obligations with respect to the underlying Licenses shall continue in effect.

Program	License ID Number	Expiration Date
Enterprise	84386882	4/30/2026

Microsoft Volume Licensing

Previous Enrollment(s)/Agreement(s) Form

Entity Name: City of Bonita Springs
Contract that this form is attached to: State Local Government

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.

b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.

c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.

d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).

e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	84386882	X	X

Pricing Proposal
Quotation #: 27269643
Reference #: EA# 84386882
Created On: 3/11/2026
Valid Until: 4/30/2026

FL-City of Bonita Springs

Alex Coffey
9101 Bonita Beach Rd SE
Bonita Springs, FL 34135
United States
Phone: (239) 949-6271
Fax: (941) 992-5011
Email: alex.coffey@cityofbonitasprings.org

Microsoft Inside Account Manager

Brett Cohen
SHI International Corp
290 DAVIDSON AVE STE 101
SOMERSET, NJ 08873-4179
Phone: 888-744-4084
Fax: 732-654-8380
Email: Brett_Cohen@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	M365 G3 Unified FSA Renewal GCC Sub Per User Microsoft - Part#: AAD-34700 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: 43230000-23-NASPO-ACS Coverage Term: 5/1/2026 - 4/30/2027 **Note:** EA# 84386882 - 12 Months (Year 1 of 3)	40	$328.65	$13,146.00
2	M365 G3 Unified FUSL GCC Sub Per User Microsoft - Part#: AAD-34704 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: 43230000-23-NASPO-ACS Coverage Term: 5/1/2026 - 4/30/2027 **Note:** EA# 84386882 - 12 Months (Year 1 of 3)	40	$386.62	$15,464.80
3	Entra ID P1 Gov Sub Per User Microsoft - Part#: MQM-00001 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: 43230000-23-NASPO-ACS Coverage Term: 5/1/2026 - 4/30/2027 **Note:** EA# 84386882 - 12 Months (Year 1 of 3)	30	$54.80	$1,644.00
4	SQL Server Standard Core ALng SA 2L Microsoft - Part#: 7NQ-00292 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: 43230000-23-NASPO-ACS	9	$647.79	$5,830.11

	Coverage Term: 5/1/2026 - 4/30/2027 **Note:** EA# 84386882 - 12 Months (Year 1 of 3)			
5	System Center Standard Core ALng SA 2L Microsoft - Part#: 9EN-00198 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: 43230000-23-NASPO-ACS Coverage Term: 5/1/2026 - 4/30/2027 **Note:** EA# 84386882 - 12 Months (Year 1 of 3)	8	$19.77	$158.16
6	Teams AC with Dial Out US/CA GCC Sub Add-on Microsoft - Part#: NYH-00001 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: 43230000-23-NASPO-ACS Coverage Term: 5/1/2026 - 4/30/2027 **Note:** EA# 84386882 - 12 Months (Year 1 of 3)	80	$0.00	$0.00
7	Win Enterprise Device ALng SA Platform Microsoft - Part#: KV3-00353 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: 43230000-23-NASPO-ACS Coverage Term: 5/1/2026 - 4/30/2027 **Note:** EA# 84386882 - 12 Months (Year 1 of 3)	40	$46.50	$1,860.00
8	Win OLS Activation User GCC Sub Per User Microsoft - Part#: VRM-00001 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: 43230000-23-NASPO-ACS Coverage Term: 5/1/2026 - 4/30/2027 **Note:** EA# 84386882 - 12 Months (Year 1 of 3)	80	$0.00	$0.00
9	Win Server DC Core ALng SA 2L Microsoft - Part#: 9EA-00278 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: 43230000-23-NASPO-ACS Coverage Term: 5/1/2026 - 4/30/2027 **Note:** EA# 84386882 - 12 Months (Year 1 of 3)	16	$139.13	$2,226.08
			Total	$40,329.15

Additional Comments

Payment Schedule:
Year 1: (5/1/2026 - 4/30/2027): $40,329.15
Year 2: (5/1/2027 - 4/30/2028): $40,329.15
Year 3: (5/1/2028 - 4/30/2029): $40,329.15
Total: $120,987.45

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet 26-04-061
April 15, 2026

ITEM TITLE: Approve contract agreement with Quality Enterprises USA, Inc. for the East Terry Street Stormwater and Multi-Use Pathway Project.

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA SECTION: Consent

STRATEGIC PRIORITY: 1) Stormwater Resiliency, 2) Improve Transportation Networks, 4) Environmental Protection

---

BACKGROUND: The City received U.S. Housing and Urban Development (HUD) Community Development Block Grant – Mitigation (CDBG-MIT) funds through Florida Commerce and Federal Highway Administration (FHWA) funds through Florida Department of Transportation for the project. The focus of the funds is for stormwater management, pedestrian and bike pathway and water/wastewater improvements along East Terry Street from Old 41 Road east to Bonita Grande Drive.

City Council approved Quality Enterprises USA, Inc. as the lowest responsive, responsible bidder for RFB 25-31 East Terry Street Stormwater and Multi-Use Pathway Project on April 1, 2026, in the amount of $17,823,584.04.

The project is budgeted in the FY2025-2026 budget in the Capital Improvement Project account number 30.250.541.5416364.54.63.54163.

STAFF RECOMMENDATION: Approve contract agreement with Quality Enterprises USA, Inc. for the East Terry Street Stormwater and Multi-Use Pathway Project.

ATTACHMENTS:

1. Quality Enterprises USA, Inc. Contract Agreement

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Dept. Director:	Matt Feeney

CITY OF BONITA SPRINGS CONSTRUCTION CONTRACT
EAST TERRY STREET STORMWATER AND MULTI-USE PATHWAY PROJECT
RFB 25-31

Contract No.: _____
City Award Date: _April 1, 2026

CONTRACT

Made as of the _____ day of _____ in year of 2026.

BETWEEN the CITY OF BONITA SPRINGS (hereinafter referred to as "City"); Lee County, Florida and the CONTRACTOR:

Quality Enterprises USA, Inc.
3494 Shearwater Street
Naples, FL 34117

Check Appropriate Line:
___ Individual
___ Partnership
___ LLC or Other
___ Incorporated in the State of Florida

in consideration of the mutual covenants herein set forth, agree as follows:

Contractor hereby agrees to provide and perform the services as set forth in this Contract.

ARTICLE 1. WORK

The Contractor shall perform all the work required by the Contract Documents for the East Terry Street Stormwater and Multi-Use Pathway Project in full accordance with the drawings and as elaborated in the specifications.

PROJECT NAME: EAST TERRY STREET STORMWATER AND MULTI-USE PATHWAY PROJECT

LOCATION: As specified in RFB 25-31.

SCOPE OF WORK

As specified within Section I Scope of Work and Technical Requirements of RFB 25-31.

ARTICLE 2. AMOUNT OF CONTRACT

The City shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by change order as provided in the Contract Documents, the not-to-exceed annual price of: (express in words and numerals):
Seventeen Million Eight Hundred and Twenty-Three Thousand Five Hundred and Eighty-Four and Zero-Four /100] Dollars ($17,823,584.04).

ARTICLE 3. PROGRESS PAYMENTS

Based upon applications for payment submitted to the City's Representative by the Contractor, and Certificates for Payment issued by the City's Representative, the City shall make progress payments on account of the contract price to the Contractor as provided in the Contract Documents as follows:

3.1 Upon approval of an application for payment, ninety-five percent (95%) of the portion of the contract price properly allocated to labor, materials and equipment incorporated in the work and

ninety-five percent (95%) of the portion of the contract price properly allocated to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the application for payment, less the aggregate of previous payments made by the City.

3.2 The City will process progress payments in accordance with the schedule set forth in Florida Statutes §218.735, timely payment for purchase of construction services, in the Local Government Prompt Payment Act. The City will provide to the Contractor an Accounts Payable Calendar with processing instructions. The City shall make payment to the Contractor, unless the City shall have grounds, such as a good faith dispute with the Contractor, a claim brought against the Contractor, or otherwise the subject of a claim or demand between the City and the Contractor, for withholding the payment of retainage. If the City shall make payment of retainage to the Contractor under this provision, which is attributable to the labor, services, or materials supplied by one or more subcontractors or suppliers, the Contractor shall timely remit payment of such retainage to those subcontractors and suppliers. If applicable, the foregoing provisions shall not apply to any construction services purchased by the City which are paid for, in whole or in part, with Federal funds and are subject to Federal grantor laws and regulations or requirements that are contrary to any provision of the Local Government Prompt Payment Act.

3.3 Upon final completion of the work and acceptance of the project, a sum sufficient to increase the total payments to one hundred percent (100%) of the contract price, less such amounts as the City shall determine for all incomplete work, unsettled claims or unused units as provided in the Contract Documents.

ARTICLE 4. CONTRACT DOCUMENTS

This Contract entered into this date by the City of Bonita Springs, Florida and the Contractor. The parties hereto do mutually agree as follows:

The Contractor shall furnish all labor, equipment, and materials and perform the work above described for the amount stated above in strict accordance with the General Conditions, Supplemental Conditions, Plans and Specifications and other Contract Documents, all of which are made a part hereof and enumerated as follows:

CONSTRUCTION CONTRACT

4.1 City of Bonita Springs Construction Contract and Sample Documents
- 4.1.1 Request for Bids
- 4.1.2 Notice to Bidders
- 4.1.3 Instruction to Bidders
- 4.1.4 Contractor's Bid Proposal

a. Project and FDOT Technical Specifications

b. Certificate of Insurance

4.2 The following which may be delivered or issued after the effective date of the Contract and are not attached hereto: All written amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to the Supplemental Conditions of the RFB.

4.3 Funding for this project is from Florida Commerce through a joint agreement for U.S. Housing and Urban Development (HUD) Community Development Block Grant – Mitigation (CDBG-MIT) funds. All services must adhere to the HUD CDBG-MIT regulations and requirements. Funding is also being provided by the Federal Highway Administration (FHWA) through a joint agreement with Florida Department of Transportation's Local Agency Program (LAP).

ARTICLE 5. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

5.1 Work to be started on the date specified in the Official Notice to Proceed.

5.2 Substantial Completion: Five Hundred Forty-Eight (548) calendar days following the Notice to Proceed.

5.3 Final Completion: Five Hundred Ninety-Three (593) calendar days following the Notice to Proceed.

5.4 LIQUIDATED DAMAGES

The City and Contractor recognize that time is of the essence to this agreement and that the City will suffer financial loss if the work is not completed within the times specified in the above, plus any extensions thereof allowed by change order. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the work is not completed on time. Accordingly, instead of requiring any such proof, City and Contractor agree that as Liquidated Damages for delay (but not as a penalty) the sum of $7,442.00 per day shall be deducted from monies due the Contractor or paid by the Contractor to the City for each calendar day that expires after the time specified for substantial completion until the project achieves substantial completion. The City shall have the right to deduct all damages due from the final payment request as well as retainage. However, prior to deducting liquidated damages, the City shall give the Contractor seven (7) calendar days' notice prior to submitting the adjusted amount due to Finance for payment. The City reserves the right to effect repairs itself as may be required to remedy any deficiency or to achieve final completion and to charge the Contractor for such costs.

ARTICLE 6. MISCELLANEOUS PROVISIONS

6.1 Final payments, constituting the entire unpaid balance of the contract price shall be paid by the City to the Contractor when the work has been completed, the Contract fully performed, and a final Certificate for Payment has been approved by the City.

6.2 The City and Contractor each binds themself, their partners, successors, assigns and legal representatives to the other party hereto, their partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

6.3 The Contractor shall not assign or transfer any of its rights, benefits, or obligations, except for transfer that result from transfer or consolidation with a third party, without the prior written approval of the City. The Contractor shall have the right to employ other persons and/or firms to serve as sub-contractors in connection with the requirements of the Contract Documents.

6.4 To the fullest extent permitted by Florida law, the Contractor shall be liable and agrees to be liable for and shall defend, indemnify and hold harmless the City, its officers and employees from any and all liabilities, damages, losses and costs, to person or property including, but not limited to, reasonable attorneys' fees arising out of or caused in whole or in part by any act omission, error or default by the Contractor, its subcontractors, material people, or agents of any tier or their employees arising out of this agreement or its performance. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This section does not pertain to any incident arising from the sole negligence of the City.

The Contractor shall assume all risk and bear any loss or injury to property or persons occasioned by neglect or accident during the progress of work until the same shall have been completed and accepted. The Contractor agrees to repair, restore or rebuild any damages caused to any property of the City and will also assume all blame or loss by reason of neglect or violation of any state of federal law or municipal rule, regulation or order. The Contractor shall give to the proper authorities all required notices relating to the work, obtain all official permits and licenses and pay all proper fees. The Contractor shall repair any damage that may have occurred to any adjoining building, structure, utility or private property in the course of this work.

6.5 In any action or proceeding arising between the parties relating to the terms of this Contract, the prevailing party shall be entitled to recover its reasonable attorney fees, expenses, and all court costs, including fees and costs incurred through any appeal, from the non-prevailing party.

ARTICLE 7. COMPLIANCE WITH PUBLIC RECORDS LAW

Any Contractor acting on behalf of the City of Bonita Springs must comply with Florida public records laws, specifically to:

7.1 Keep and maintain public records required by the City to perform the service.

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

7.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

7.4 Upon completion of the Contract, transfer, at no cost, to the City of Bonita Springs all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

7.5 The City will consider it a breach of contract should the Contractor fail to comply with any public records request.

7.6 A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10.

7.7 **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (CITY CLERK) AT: 239-949-6262, CITY OF BONITA SPRINGS, 9101 BONITA BEACH ROAD, BONITA SPRINGS, FL 34135, clerk@cityofbonitasprings.org.**

7.8 If the Contractor is not providing the requested public records, the burden of proof is on the Contractor to show why they did not comply with the request.

ARTICLE 8. COMPLIANCE WITH SECTION 6002 SOLID WASTE DISPOSAL ACT

The Contractor shall make all attempts to procure items that exceed $10,000 containing recovered materials. The EPA publishes guidelines designating specific items that should be procured with recovered materials and provides recommendations on how to do so. The Contractor is not obligated to purchase products containing recovered materials if they are unreasonably priced or if doing so would jeopardize a reasonable level of completion.

ARTICLE 9. COMPLIANCE WITH SECTION 3

When an activity is triggered the Contractor is required to submit data and information on Targeted Section 3 worker labor hours, total worker labor hours, and other qualitative efforts in an attempt to reach or achieve Section 3 goals.

ARTICLE 10. GENERAL TERMS AND CONDITIONS

10.1 CONFLICT OF INTEREST:
Contractor shall complete the Conflict of Interest Affidavit Attachment included with this agreement. Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration. These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution. Contractor shall provide a list of any businesses and organizations to which the firm has any affiliation or obligations within the past five (5) years; whether paid or donated, which could be construed by the City as a conflict of interest.

As it relates to the Florida Department of Transportation (FDOT) Local Agency Program (LAP) the Contractor shall acknowledge the following from the City's contract with the FDOT LAP Agreement #449480-1-58-01 sub-paragraph 14.f.:

"Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department [FDOT], may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

'No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds or the proceeds thereof.'

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

10.2 LIABILITY:
The Contractor shall act as an independent contractor and not as an employee of the City under any circumstance. The City will at no time be legally responsible for any negligence on the part of said Contractor, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm or corporation.

10.3 EQUAL OPPORTUNITY:
The Contractor will include the provisions of the two paragraphs marked below with (*) in every sub-contract under this contract to insure its provisions will be binding upon each sub-contractor. The Contractor will

take such action with respect to any sub-contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

The Contractor for itself, its successors in interest, and assignees, as part of the consideration thereof covenant and agree that:

In the furnishing of services to the City hereunder, no person on the grounds of race, religion, color, age, sex, national origin, handicap or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.(*)

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, handicap or marital status. The Contractor will make affirmative efforts to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, handicap or marital status. Such action shall include, but not be limited to, acts of employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeships.

Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this Anti-Discrimination Clause.

Contractor will provide all information and reports required by relevant regulations and/or applicable directives. In addition, the Contractor shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City to be pertinent to ascertain compliance. The Contractor shall maintain and make available relevant data showing the extent to which members of minority groups are beneficiaries under these contracts.

Where any information required of the Contractor is in the exclusive possession or another who fails or refuse to furnish this information, the Contractor shall so certify to the City its efforts made toward obtaining said information. The Contractor shall remain obligated under this paragraph until the expiration of five (5) years after the termination of this Contract.

In the event of breach of any of the above Anti-Discrimination Covenants, the City shall have the right to impose sanctions as it may determine to be appropriate, including withholding payment to the Contractor or canceling, terminating or suspending this Contract, in whole or in part.

Additionally, the Contractor may be declared ineligible for further City contracts by rule, regulation or order of the City, or as otherwise provided by law.

The Contractor will send to each labor union, or representative of workers with which the Contractor has a collective bargaining agreement or other contract of understanding, a notice informing the labor union or worker's representative of the Contractor’s commitments under this assurance and shall post copies of the notice in conspicuous places available to the employees and the applicants for employment.

Contractor shall comply with all applicable Equal Employment Opportunity laws, specifically (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of sex; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 795), which prohibits discrimination on the basis of handicaps; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (d) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (e) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (f) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) any other nondiscrimination provisions in the specific statute(s) made; and, (i) the requirements of any other

nondiscrimination statute(s) that may apply.

10.4 LOBBYING
As applicable, per the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Contractor shall file a Certification attesting that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

10.5 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)
Bonita Springs Code §36.22 requires that contractors providing services to the City, as a condition of each contract, must use E-Verify to verify the employment of any person hired during the contract term by the contractor and assigned by the contractor to perform work for the City. Before any contract with the City is signed, proof of enrollment with E-Verify must be provided. The Contractor acknowledges that he will comply with the Immigration Reform and Control Act of 1986 and is committed to employing only those individuals who are authorized to work in the United States, by hiring employees who properly complete, sign and date the first section of the Immigration and Naturalization Services (INS) Form I-9 and presenting to the Contractor the original necessary document(s) to prove identity and employment eligibility, as verified through E-Verify.

The Contractor must also be responsible for entering into an agreement with each and every contractor and subcontractor that states that contractors, and subcontractors (and their vendors) are independently responsible for its own employment decisions, including hiring, disciplinary and termination decisions, and will comply with the Immigration Reform and Control Act of 1986 and use the E-Verify system for verification. The agreements shall also state that each business is responsible for its own I-9 and other employment record-keeping requirements, and with compliance with all immigration laws.

10.6 OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA)
All contractors and subcontractors performing work or service for the City are required and shall comply with all OSHA, State and City Safety and Occupational Health Standards and any other applicable rules and regulations. Contractors and subcontractors shall be responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. The City has authorized OSHA representatives to enter any City facility, property and right-of-way for the purpose of inspection of any Contractor's work operations. This provision is non-negotiable by any department and Contractor.

10.7 FORCE MAJEURE
Neither the City nor Contractor shall be responsible for any delay or failure in performance resulting from any cause beyond their control, including, but without limitation to war, strikes, civil disturbances and acts of nature. When Contractor has knowledge of any actual or potential force majeure or other conditions which will delay or threatens to delay timely performance of this contract, Contractor shall immediately give notice thereof, including all relevant information with respect to what steps Contractor is taking to complete delivery of the goods and services to the City.

10.8 BUILD AMERICA, BUY AMERICA ACT (BABA) – INFRASTRUCTURE PROJECTS

The improvements related to the City's LAP Agreement #449480-1-58-01 are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

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

All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55

percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of Domestic content of the manufactured product has been established under applicable law or regulation; and

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

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

The remaining project improvements separate from the LAP Agreement are NOT subject to BABA.

10.9 EQUIPMENT RENTAL RATES:
Reasonable costs of renting construction equipment are allowable. Allowable costs for rented equipment include maintenance and small repairs not covered by the rental rate while expenses for the major repair and overhaul of rental equipment are not permitted. Moreover, rental charges are permissible if they do not exceed the normal costs of ownership (like depreciation, taxes, insurance, and maintenance), excluding any unallowable costs like interest, and ensuring no costs are duplicated.

10.10 REQUIRED VENDOR PRE-QUALIFICATION
The Contractor and sub-contractors must hold the following active FDOT pre-qualifications to serve the City of Bonita Springs under this project as outlined in the major classes of work with their code numbers as follows outlined in Rule 14-22.003(3)(b), Florida Administrative Code:

2. Bridge Deck Overlays
7. Drainage
10. Flexible Paving
11. Grading
39. Traffic Signal
40. Sidewalk

10.11 PROHIBITION AGAINST CONVICT PRODUCED MATERIALS
The Contractor and sub-contractors are prohibited to use any form of convict labor, prison labor, indentured labor, or any other form of forced or involuntary labor used in the production or supply of any goods or materials provided under this agreement.

10.12 STANDARDIZED CHANGED CONDITIONS
The Contractor agrees that, by careful examination, it is satisfied as to the nature and location of the services, the conformation of the ground, the character, quality, and quantity of the materials to be encountered, the character of equipment and facilities needed before beginning and for the services, the general and local conditions, and all other matters, which can in any way affect the performance of the Services. Contractor specifically waives any claim for additional compensation for any changed condition arising out of any one or more of the following, unless such changed condition is caused in whole or in part by acts or omissions within the City's control: (1) a physical condition of the site of an unusual nature; (2) any condition differing materially from those ordinarily encountered and generally recognized as inherent in work or services of the character and at the location provided for in this contract; or (3) any force majeure.

10.13 SUBCONTRACTING REQUIREMENTS
Pursuant to 23 CFR 635.116.(a), the contract specifies the minimum percentage of work that a contractor must perform with its own organization. This percentage shall be **not less than 30 percent** of the total original contract price excluding any identified specialty items. Specialty items may be performed by

subcontract and the amount of any such specialty items so performed may be deducted from the total original contract before computing the amount of work required to be performed by the contractor's own organization. The contract amount upon which the above requirement is computed includes the cost of materials and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

ARTICLE 11. SUPPLEMENTAL CONDITIONS

11.1 DEFINITIONS
The following definition of terms associated with the Contract is provided to establish a common understanding between both parties to this Contract as to the intended usage, application and interpretation of such terms pertaining to this Contract.

ADDENDUM means any additional Contract provisions in writing signed and sealed by the Engineer, if applicable, issued by the City prior to the receipt of bid which clarify, correct, change or interpret the Bidding Documents or the Contract Documents.

BID is a complete and properly signed bid to do the work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents.

BIDDER is any individual, firm, partnership, joint venture, or corporation submitting a bid for this project, acting directly or through an authorized representative.

BID BOND is a security in the form and amount required by the City pledging that the Contractor will enter into a Contract with the City on the terms stated in his bid.

BIDDING DOCUMENTS are the Request for Bids, the Notice to Bidders, the Instructions to Bidders, Sample Forms, the Bid Proposal Form and the proposed Contract Documents (including all Addenda issued prior to receipt of bids).

CHANGE ORDERS are written order to the Contractor signed by the City, issued after execution of the Contract, authorizing a change in the work or an adjustment in the contract price or the contract time. The contract price and the contract time may be changed only by a change order. A change order signed by the Contractor indicates his agreement therewith, including the adjustment in the contract price or the contract time.

CITY means City of Bonita Springs, a Florida Municipal Corporation, its successors and assigns.

CITY'S REPRESENTATIVE is the Engineer contracted by the City for professional services during the construction phase of this project or a qualified person authorized as his official representative, or in the absence of such a contract, the project manager will be considered the City's Representative for the purpose of this Contract Document. The City's Representative is not authorized to issue change orders to the contract sum, contract time or scope of work without express approval of the City.

COMPLETION (FINAL) means acceptance of the project by the City as evidenced by its signature upon a Final Payment Certification Form and approval thereof by the City or their designee. The Final Payment Certification shall be signed only after the City has assured itself by tests, inspections, or otherwise that all of the provisions of the Contract have been carried out as required.

COMPLETION (SUBSTANTIAL) shall mean an acceptance of the work by the City when construction is sufficiently complete in accordance with the Contract Documents so the City can occupy or utilize the work or designated portion thereof for the use applicable, issued by the Building Official is required concurrent with or prior to issuance of the certificate of substantial completion.

CONSTRUCTION is the erection, fabrication, assembly, remodeling, renovation, addition, modification, repair or demolition of any building or structure or any appurtenances connected or attached to such

buildings or structures. The term applies but is not limited to the repair, replacement modification or construction of roads, bridges, sidewalks, traffic devices, parking lots, drainage, underground and overhead utilities.

CONSULTANT is the person lawfully licensed to practice architecture or engineering and registered in the State of Florida, or an entity lawfully practicing architecture or engineering, identified as such in the Construction Contract, and is referred to throughout the Contract Documents as if singular in number and masculine in genre. The term Consultant means the architect or engineer or his authorized representative.

CONTRACT means the written Contract between the City and the Contractor covering the work to be performed; the Contract is a part of the Contract Documents.

CONTRACT DOCUMENTS consist of the Construction Contract, Conditions of the Contract, the Plans, Addenda issued prior to execution of the Contract, all written modifications issued after execution of the Contract, all provisions required by law to be inserted in this Contract whether actually inserted or not, and a purchase order issued by the City.

A Modification is:

1. A written amendment to the Contract.
2. A change order.
3. A written interpretation necessary for the proper execution or progress of the work issued by the City's Representative.
4. A field change order.
5. A field directive change.

CONTRACT PRICE means the total monies payable to the Contractor under the Contract Documents.

CONTRACT TIME means the number of calendar days stated in the Contract for the purpose of establishing substantial completion and final completion dates.

CONTRACTOR is the person, firm, joint venture, or corporation with whom the City has contracted and who has the primary responsibility for performance of the work.

DAYS - The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically designated. A calendar day constitutes twenty four (24) hours measured from midnight to the next midnight.

DEFECTIVE - An adjective which when modifying the word "work" refers to work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to the City's Representative recommendation of final payment (unless responsibility for the protection thereof has been assumed by the City at substantial completion in accordance with Substantial Completion and Partial Utilization).

DEPARTMENT DIRECTOR means the person employed by the City to serve and act on the City's behalf as the Director of the City's Department in charge of the project. The Department Director (or designee), within the authority conferred by the City, acting as the City's designated representative shall issue written addenda and notify all interested contractors.

EFFECTIVE DATE OF THE CONTRACT means the date on which the Contract is signed and delivered by the latter of the two parties.

ENGINEER – A professional engineering firm, licensed and registered to practice in the State of Florida who has been retained by the City as a Consultant for the project.

FIELD CHANGE ORDER is a written change order requested by the City's Representative, accepted by

the Contractor, and approved by the Project Manager for minor changes in the work, not involving adjustments in the contract sum or an extension of time, and not inconsistent with the overall intent of the Contract Documents.

FIELD DIRECTIVE CHANGE - A written directive to the Contract, issued on or after the effective date of the Contract ordering an addition, deletion, or revision in the work, or responding to differing or unforeseen physical conditions under which the work is to be performed as provided in Physical Conditions, or to emergencies under Emergencies. A field directive change may not change the contract price or the contract time but is evidence that the parties expect that the change directed or documented by a field directive change will be incorporated in a subsequently issued change order following negotiations by the parties as to its effect, if any, on the contract price or the contract time as provided in Change of Contract Price and Change of Contract Time.

FINAL ACCEPTANCE means acceptance of the work by the City upon the expiration of the warranty period as stated in the Contract Documents.

FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) (if applicable) - the governing design technical specification for the details, material, and standards to be utilized in the construction of the project. The Project Plans' Technical Specifications have been developed to provide acceptable standards for the Contractor's construction of the project.

MATERIALS - Anything used in the process of, but not limited to, constructing, demolishing, renovating or remodeling of any building, structure, road, bridge, recreational facility, transportation element and utility or any addition thereto utilized for this project.

NOTICE means written notice. Notice shall be served upon the Contractor either personally or by leaving the said notice at his residence or with his agency in charge of the work or addressed to the Contractor at the residence or place of business stated in the bid proposal and deposited in a postpaid wrapper in any United States mailbox.

NOTICE TO PROCEED is a written instrument issued by the City to the Contractor, authorizing the Contractor to commence work on the project. The Notice to Proceed shall include the effective date of commencement.

NOTICE OF AWARD means the written notice given by the City to the successful Contractor.

NOTICE OF TERMINATION is a written instrument issued in accordance with the Contract Documents as stated in Termination by the City to the Contractor or by the Contractor to the City notifying the receiving party that the Contract is being terminated. The notice shall clearly identify the effective date the Contract is to be terminated.

PLANS AND/OR DRAWINGS are a graphic representation of the arrangement of the materials or parts of the construction of the project and are a portion of the Contract Documents.

PROJECT shall mean the entire improvement of which this Contract forms a part.

PROJECT MANAGER is an employee of the department of the City which requested the Contract and is a designee authorized by or for that department who is the representative of the City in matters concerning the Contractor of this project. The Project Manager will act as the City's Representative in the absence of a contract with a consultant. The Project Manager is not authorized to issue changes to the contract sum, contract time, or scope of work without express approval by the City Manager or City Council.

The Project Manager, within the authority conferred by the City, acting as the City's designated representative shall initiate written change orders, and notification to the Contractor of any and all changes approved by the City in the Contractor's (1) compensation (2) time and/or schedule of service delivery; (3) any amendment (s) or other change(s) relative to the work and additional services pursuant to this Contract,

or amendments, or change orders pertaining thereto. Following City approval, the Project Manager shall coordinate assurance of any such documents. The Project Manager or his designee shall be responsible for acting on the City's behalf to administer, coordinate, interpret and otherwise manage the contractual provisions and requirements set forth in this Contract, or any amendment(s), or change order(s) issued thereunder.

SPECIFICATIONS are written documents organized into divisions, sections, and articles which provide detailed instructions to the Contractor pertaining, but not limited to, materials, style, workmanship, fabrication, dimensions, colors, warranties, finishes, quality, manufacturer, grade and operational data of all components to be provided by the Contractor and incorporated into the project.

SUBCONTRACTOR is a person, firm, partnership, corporation, or entity who has a direct contract with the Contractor to perform any of the work at the site. The term subcontractor does not include whose sole purpose is that of a supplier of materials. A supplier of materials shall be classified as a subcontractor if it enters into any agreement, whether written or verbal, for the installation of said materials. The term subcontractor means a subcontractor or its authorized representative.

SUB-SUB-CONTRACTOR is a person, firm, partnership, corporation, or entity who has a direct or indirect contract with a subcontractor to perform any of the work at the site. The term sub-sub-contractor means a sub-sub-contractor or its authorized representative.

SUPPLIER - A manufacturer, fabricator, distributor, materialmen or vendor.

SURETY is the surety company or individual that is bound by contract bond with and for the Contractor who is primarily liable and is responsible for Contractor's acceptable performance of the project and payment of all debts pertaining to the Contract Documents in accordance with Florida Statutes §255.05.

UNDERGROUND FACILITIES - All pipeline, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

WORK is the construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

11.2 ADMINISTATION

The City reserves the right to make final decisions considering the Engineer of Record's (EOR) recommendations or interpretations of the construction plans. The EOR does not have authority to obligate or commit the City to fund additional expenditures or approve extensions of time over the approved contract time or price. However, the EOR's interpretation as to the intent of his design shall be final and not subject to interpretation by the City's staff.

1. Copies of Documents

The City shall furnish to the Contractor up to six (6) copies of the Contract Documents at no cost. Any additional copies requested by the Contractor will be furnished at the cost of $50.00 per set.

2. Prior to Construction Start

Before undertaking each phase of the work, the Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. The Contractor shall promptly report in writing to the City's Representative any conflict, error or discrepancy which the Contractor may discover, or other information known to the Contractor and shall obtain a written interpretation or clarification from the City's Representative before proceeding with any work affected thereby. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the City's Representative, the Contractor shall assume responsibility for such performance and shall share in costs associated with

correction; however, the Contractor shall not be liable to the City for failure to report any conflict, error or discrepancy in the Contract Documents, unless the Contractor had actual knowledge thereof or should reasonably have known thereof.

Within ten (10) calendar days after the effective date of the Contract (unless otherwise specified in the Contract Documents), the Contractor shall submit to the City's Representative for review:

a) An estimated progress schedule indicating the starting and completion dates of the various stages of the work: long lead items shall be identified and scheduled accordingly.
b) A preliminary schedule of Shop Drawing submission.
c) A preliminary schedule of values for all of the work which will include quantities and prices of items aggregating the contract price and will subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of work which will be confirmed in writing by the Contractor at the time of submission; and specify times for application for payment.
d) A plan of work for maintenance of traffic, when the Contract Documents require maintenance of traffic.
e) For informational purposes, a proposed listing of subcontractors to be used for the project.

3. Pre-Construction Conference

Within fifteen (15) calendar days after the effective date of the Contract, but before the Contractor starts the work at the site, a conference attended by the Contractor, the City's Representative, the City, and others as appropriate, will be held to discuss the items referred to in Prior to Construction Start, to discuss procedures for handling Shop Drawings and other submittals and for processing applications for payment, and to establish an understanding among the parties as to the work.

4. Finalizing Schedules

At least ten (10) calendar days before submission of the first application for payment, a conference attended by the Contractor, the City's Representative, the City, and others as appropriate, will be held to finalize the schedules submitted in accordance with Prior to Construction Start. The finalized progress schedule will be acceptable to the City's Representative and the City as providing an orderly progression of the work to completion within the contract time, but such acceptance will neither impose on the City's Representative or the City responsibility for the progress or scheduling of the work nor relieve the Contractor from full responsibility, therefore. The finalized schedule of Shop Drawing submissions will be acceptable to the City's Representative as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to the City's Representative and the City as to form and substance.

11.3 INTERPRETATION, INTENT, AMENDING AND REUSE OF CONTRACT DOCUMENTS

It is the intent of the Specifications and Plans to describe a complete project to be constructed in accordance with the Contract Documents.

1. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If the Contractor finds a conflict, error or discrepancy in the Contract Documents, he shall immediately call it to the attention of the City's Representative in writing before proceeding with the work affected thereby.

2. Any work that may be reasonably inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for.

3. Work, materials or equipment described in words which have a well-known technical or trade meaning, shall be deemed to refer to such recognized standards.

4. In resolving conflicts, errors, and discrepancies, the order of precedence of the Contract Document is as follows:
   1. Change Order
   2. Contract

3. Addenda
4. Solicitation Documents
5. Specifications
6. Drawings
7. Figure Dimensions
8. Scale Dimensions (Large Scale Drawings supersede Small Scale Drawings)

11.4 AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS

The Contract Documents may be amended to provide for additions, deletions and revisions in the work or to modify the terms and conditions thereof in one or more of the following ways:

a) Formal Written Amendment,
b) Change Order (pursuant to Changes in Work),
c) Field Directive Change (pursuant to Changes in Work).

The contract price and the contract time may only be changed by a change order or written amendment.

In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations of the work may be authorized, in one or more of the following ways:

a) Field Change Order (pursuant to paragraph Authorized Variations in Work),
b) The City's Representative's approval of a Shop Drawing or sample (pursuant to Shop Drawings and Samples), or
c) The City's Representative's written interpretation or clarification (pursuant to Clarifications and Interpretations).

11.5 REUSE OF DOCUMENTS

Neither the Contractor nor any subcontractor or supplier or other person or organization performing or furnishing any of the work under a direct or indirect contract with the City shall 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 the engineer; and they shall not reuse any of them on extensions of the project or any other project without written consent of the City or their engineer and the specific written verification or adaptation by the engineer.

11.6 AVAILABILITY OF LANDS

The City will furnish, as indicated in the Contract Documents and not later than the date when needed by the Contractor, the lands upon which the work is to be done, rights-of-way for access thereto, and such other lands which are designated for the use of the Contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained by the City unless otherwise specified in the Contract Documents. If the Contractor believes that any delay in the City's furnishing these lands or easements entitles him to an extension of the contract time, he may make a claim therefore as provided in Changes in Work. The Contractor shall be responsible to secure lands or parcels as required for staging (storing equipment or materials) as outlined in Sections 7-1.4 and 7-1.8 in FDOT's LAP Division 1 Specifications. All parcels utilized for staging shall be secured as approved by the City's Representatives. All parcels utilized for staging will be kept in a neat and orderly fashion and then restored to the City's Representatives satisfaction upon terminating the use of the staging area or improved as noted in the plans.

The Contractor shall submit a copy of written proof of authorization to the City prior to such use of any private land. The City does not condone trespass on private property and will hold the Contractor liable for any such trespass.

The City's Representatives will, upon request, furnish to the Contractor copies of all available boundary & right-of-way maps, topographic surveys, and sub-surface tests of the lands, upon which the improvements are being made.

The Contractor may use these lands for work associated with this contract only.

11.7 PHYSICAL CONDITIONS

1. Explorations and Reports

Reference is made to the Supplemental General Conditions for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by the Engineer and/or the City in preparation of the Contract Documents. These reports are not part of the Contract Documents. The Contractor may rely upon the accuracy of the technical data contained in such reports but not upon the non-technical data, interpretations or opinions contained therein for the completeness or accuracy thereof for the Contractor's purposes of preparing or submitting a bid. Except as indicated in the immediately preceding sentence and in paragraph Possible Document Change, the Contractor shall have full responsibility with respect to subsurface conditions at the site. The technical data which will be made available only at the Contractor's request may not be sufficient for construction purposes. Additional investigations may be necessary for the purposes of carrying out the construction project.

2. Existing Structures

Reference is made to the Supplemental General Conditions for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except underground facilities referred to in paragraph Explorations and Reports) which are at or contiguous to the site that have been utilized by the Engineer and/or the City in preparation of the Contract Documents. The Contract may rely upon the accuracy of the technical data contained in such drawings but not for the completeness thereof for the purposes of preparing or submitting a bid. Except as indicated in the immediately preceding sentence and paragraph Possible Document Change, the Contractor shall have full responsibility with respect to physical conditions in or relating to such structures.

3. Removal of Debris, Garbage, Vehicles, Etc.

Unless otherwise stated, the Contractor shall be fully responsible for the removal of any materials, debris, garbage, vehicles or other such items which would interfere with the undertaking and completion of the project. By submission of a bid, the Contractor assumes full responsibility for the expenses associated with such removal. There shall not be an increase in time or price associated with such removal.

4. Report of Differing Conditions:

If the Contractor believes that:

a) Any technical data on which the Contractor is entitled to rely as provided in Existing Structures and Additional Drawings is inaccurate, or

b) Any physical condition uncovered or revealed at the site differs materially from that indicated, reflected or referred to in the Contract Documents.

The Contractor shall, promptly after becoming aware thereof and before performing any work in connection therewith (except in an emergency as permitted by Emergencies) notify the City's Representative in writing about the inaccuracy or difference.

5. City's Representative Review

The City's Representative will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise the City in writing (with a copy to the Contractor) of the City's Representative's findings and conclusions.

6. Possible Document Change

If the City's Representative and the City conclude that there is a material error in the Contract Documents and a change in the Contract Documents is required, a field directive change, a field change or a change order will be issued as provided in Changes in Work to reflect and document the consequences of the inaccuracy or difference.

7. Possible Price and Time Adjustments

In each case of a material error in the Contract Documents, an increase or decrease in the contract price or an extension or shortening of the contract time, or any combination thereof, will be allowable to the extent that they are attributable to any such inaccuracy or difference.

8. Underground Facilities: Shown or Indicated

The information and data shown or indicated in the Contract Documents with respect to existing underground facilities at or contiguous to the site is based on information and data furnished to the City or the Consultant by the owners of such underground facilities or by others, unless it is otherwise expressly provided in the Supplemental General Conditions.

The Engineer and City shall not be responsible for the accuracy or completeness of any such information or data; and,

Locations of existing underground utilities are not field confirmed. In the case of a conflict between this or any other utility and proposed improvements it shall be the Contractor's duty to coordinate with all utility company relocation activities whether shown or not shown in the plans. Coordination is to include efforts by the Contractor to minimize time lost due to unexpected utility relocations or modifications.

9. Underground Facilities: Not Shown or Indicated

If an underground facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which the Contractor could not reasonably have been expected to be aware of, the Contractor shall, promptly after becoming aware thereof and before performing any work affected thereby (except in an emergency as permitted by paragraph Emergencies) identify the owner of such underground facility and give written notice thereof to that owner and to the City's Representative. The City's Representative will promptly review the underground facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the underground facility, and with the City's approval, the Contract Documents will be amended or supplemented to the extent necessary. During such time, the Contractor shall be responsible for the safety and protection of such underground facility as provided in Safety and Protection. The Contractor shall be allowed an increase in the contract price or an extension of the contract time, or both, to the extent that they are attributable to the existence of any underground facility that was not shown or indicated in the Contract Documents and which the Contractor could not reasonably have been expected to be aware of.

11.8 REFERENCE POINTS

The City shall provide engineering surveys to establish reference points, as specified in the Supplementary General Conditions or Supplemental Conditions, for construction which in the judgment of the City and the Engineer are necessary to enable Contractor to proceed with the work. The Contractor shall be responsible for laying out the work (unless otherwise specified in the Technical Specifications), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of the City. The Contractor shall report to the City's Representative whenever any reference point 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 by professionally qualified personnel.

11.9 CONTRACTOR'S RESPONSIBILITIES

1. The Contractor will supervise and direct the work efficiently. He will be solely responsible for the means, methods, techniques, sequences, safety, and procedure of construction, unless otherwise specified. The Contractor will be responsible to see that the finished work complies with the Contract Documents.

2. The Contractor will keep on the site at all times when work is being performed, a competent, resident Superintendent who shall not be replaced without prior written notice to the City's Representative. The Superintendent will be the Contractor's Representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the Superintendent shall be binding as if given to the Contractor.

3. The Contractor will provide competent, suitable, qualified personnel to lay out the work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site.

4. The Contractor will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, heat, light, telephone, water and sanitary facilities and incidentals necessary for the execution, testing, initial operation and completion of the work unless otherwise specified.

5. All materials and equipment will be new except as otherwise provided in the Contract Documents. If required by the City's Representative, the Contractor will furnish satisfactory evidence as to the kind and quality of materials and equipment furnished.

   All like materials and equipment such as concrete pipe, inlets, manholes, covers, etc. furnished by the Contractor shall be made by the same manufacturer i.e., all pipe by one company, all inlets by one company, etc.

6. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricator or processors except as otherwise provided in the Contract Documents.

7. In instances where the act is applicable due to the nature of the Contract Document is concerned, all material, equipment, etc., as proposed and offered by Contractor must meet and conform to all O.S.H.A. requirements; the Contractor's signature upon the Contract Document being by this reference considered a certification of such fact.

8. Adjusting the Progress Schedule
   The Contractor shall submit to the City's Representative for acceptance of adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the Contract Documents applicable thereto. The City reserves the right to reject the progress schedule from the Contractor which in its judgment does not appear to devote sufficient resources of manpower to enable the timely completion of the project. If the City requests the progress schedule to be adjusted, the Contractor shall do so and perform the work according to the adjusted schedule at no additional cost to the City.

9. Substitute Materials or Equipment
   If it is indicated in the Contract Documents that the Contractor may furnish or use a substitute that is equal to any material or equipment specified, and if the Contractor wishes to furnish or use a proposed substitute, he will, within thirty (30) calendar days after the award of the Contract, make written application to the City's Representative for approval of such a substitute, certifying in writing that the proposed substitute will perform adequately the duties imposed by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. No substitute shall be ordered or installed without the written approval of the City who shall be the judge of quality. Whether or not the City accepts a proposed substitute, the Contractor shall reimburse the City for any charges or cost for evaluating any proposed substitute.

10. Subcontractors
    The Contractor will be fully responsible for all acts and omissions of his subcontractors and of persons directly or indirectly employed by them and of persons for whose acts they may be liable to the same extent that they are employed by him. Nothing in the Contract Documents shall create any contractual relationship between any subcontractor and the City. The City may, upon request, furnish to any subcontractor, to the extent practicable, evidence of amounts paid to the Contractor on account of specific work done.

    The divisions and sections of the Specifications and the identifications of any drawings shall not control the Contractor in dividing the work among subcontractors or delineating the work to be performed by any specific trade.

The Contractor agrees to bind specifically every subcontractor to the applicable terms and conditions of these Contract Documents for the benefit of the City.

All work performed for the Contractor by a subcontractor shall be pursuant to an appropriate contract between the Contractor and the subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or perils covered by insurance, except such rights as they may have to the proceeds of such insurance held by the City as trustee.

11. Patent Fees and Royalties

The costs involved in fees, royalties, or claims for any patented invention, article, process or method that may be used upon, or in a manner connected with the work under this Contract, shall be paid by the Contractor. The Contractor and his sureties, together with his officers, agents, and employees, shall protect and hold the City harmless against any and all demands made for such fees or claims brought or made by holder of any invention or patent. Before final payment is made on the account of this Contract, the Contractor shall, if requested by the City, furnish acceptable proof of a proper release from all such fees or claims.

Should the Contractor, his agent, employee, or any of them be enjoined from furnishing or using any invention, article, material or plans supplied or required to be supplied or used under this Contract, the Contractor shall promptly pay such royalties and secure the requisite licenses; or, subject to acceptance by the City, substitute other articles, materials or appliances in lieu thereof which are of equal efficiency, quality, finish, suitability and market value to those planned or required under the Contract. Descriptive information of these substitutions shall be submitted to the City's Representative for determination of general conformance to the design concept and the Construction Contract. Should the City elect to use the substitution, the Contractor agrees to pay such royalties and secure such valid licenses as may be requisite for the City, his officers, agents, and employees, or any of them, to use such invention, article, material, or appliance without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof.

12.Permits

Unless otherwise specified herein, the Contractor will secure and pay for all permits, impact fees, and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the work which are applicable at the time of his bid. The Contractor must obtain and maintain a Lee County Business License prior to the award of bid. The Contractor will also pay all public utility charges and connection fees except as provided for in the Contract Documents. Permits and licenses of regulatory agencies which are necessary to be maintained after completion of the guarantee period shall be secured and paid for by the City.

The Contractor must be properly licensed, within the jurisdiction where the project is to be constructed, to perform the work specified in the Scope of Work at the time of bid submittal. A Lee County Business License Tax Receipt must be obtained prior to the award.

Pursuant to the requirements of Florida Statutes §218.80, the following municipal permits and fees are required to be obtained and paid for by the contractor:

Permit	**Fee**
SFWMD – Dewatering Permit	TBD
Notice of Intent to use NPDES General Permit for Stormwater Discharge from Large and Construction Activities	TBD

If applicable, copies of the SFWMD Environmental Resource Permit (ERP) and the SFWMD Dewatering Permit are included above. The Contractor shall abide by all conditions, statutes, and regulations issued by the jurisdictional authorities, boards and agencies of the City, State and Federal Governments. The Contractor shall be fully responsible for the execution and adherence to all directives, instructions, conditions, issuance of notices, special conditions and/or limiting conditions contained in permits specifically issued for this project and which pertain to or affect the construction phase of this project. Additionally, the Contractor shall be fully responsible for correcting any violations of the permits resulting from Contractors' operations, means and/or methods and pay the cost of any fines issued by a regulatory agency resulting from those violations. Permits for this project have been or will be issued by the Florida Department of Environmental Protection (FDEP) and the South Florida Water Management District (SFWMD). Except as may be provided elsewhere in these documents, the cost of materials, supplies, labor, testing, permit fees and other direct or indirect expenses required to abide by or execute conditions of the permits shall be paid for by the Contractor. Except for Pay Items BALED HAY OR STRAW and STAKED SILT FENCE TYPE III (Contingent Item) there is no direct or specific payment item in the bid for cost due to compliance with said permits or associated fees. The Contractor's reimbursement for said costs shall be distributed within the various items of work or materials associated with the construction of the project.

13. Use of Premises

The Contractor will confine his equipment, the storage of materials and equipment, and the operations of his workmen to the areas permitted by law, ordinances, permits or the requirements of the Contract Documents and shall not unreasonably encumber the premises with materials or equipment.

14. Safety and Protection

The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. He will take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury or loss to:

a) All employees on the project and other persons who may be affected thereby;

b) All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and

c) Other property at the site or adjacent thereto including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

15. The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection and, in addition, he will comply with all applicable recommendations of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc.; State of Florida Department of Transportation Design Standards, as currently provided for and supplements thereto; and Occupational Safety and Health Administration published by the United States Department of Labor. He will notify owners of adjacent utilities when prosecution of the work may affect them. All damage, injury or loss to any property referred to in Safety and Protection caused directly or indirectly, in whole or in part by the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable will be remedied by the Contractor; except any damage or loss attributable to the fault of the Drawings or the Specifications or to the acts or omissions of the City, and not attributable, directly or indirectly, in whole or in part, to the fault of negligence of the Contractor.

16. The Contractor will designate a member of his organization whose responsibility will be to plan for the prevention of accidents at the site. This person shall be the Contractor's Superintendent unless otherwise designated in writing by the Contractor to the City's Representative.

17. Emergencies
In emergencies affecting the safety of persons, the work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the City, is obligated to act at his discretion to prevent threatened damage, injury or loss. He will give the City's Representative prompt written notice of any significant changes in the work or deviations from the Contract Documents caused thereby. If the City and the City's Representative determine that a change to the Contract Documents is required because of the action taken in response to an emergency, a field directive change or change order shall thereupon be issued covering the changes and deviations involved.

18. Shop Drawings and Samples
After checking and verifying all field measurements, the Contractor will submit to the City's Representative for approval, in accordance with the acceptable schedule of Shop Drawing submission, five copies (or at the option of the City's Representative, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the Contractor and identified as the City's Representative may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the City's Representative to review the information as required.

19. The Contractor will also submit to the City's Representative for approval with such promptness as to cause no delay in the work, all Samples required by the Contract Documents. All Samples will have been checked by and stamped with the approval of the Contractor, identified clearly as to material, manufacturer, any pertinent numbers and the use for which intended.

    At the time of each submission, the Contractor will in writing call the City's Representative's attention to any deviations that the Shop Drawing or Sample may have from the requirements of the Contract Documents and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted for review and approval of each such variation.

20. The City will review and approve with reasonable promptness Shop Drawings and Samples, but its review and approval shall be only for conformance with the design concept of the project and for compliance with the information given in the Contract Documents. The approval of a separate item as such will not indicate approval of the assembly in which the item functions. The Contractor will make any corrections required by the City's Representative and will return the required number of corrected copies of Shop Drawings and resubmit new Samples until approved. All cost incurred by the City for the review of a Shop Drawing in excess of two (2) reviews shall be the Contractors responsibility. The Contractor's stamp of approval on any Shop Drawing or Sample shall constitute a representation to the City's Representative that the Contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawing or Sample with the requirements of the work and the Contract Documents.

21. No work requiring a Shop Drawing or Sample submissions shall be commenced until the submission has been approved by the City. Any related work performed prior to review and approval by the City of the pertinent submission will be the sole expense and responsibility of the Contractor. A copy of each approved Shop Drawing and each approved Sample shall be kept in good order by the Contractor at the site and shall be available to the City's Representative.

22. The City's approval of Shop Drawings or Samples shall not relieve the Contractor from his responsibility for any deviations from the requirements of the Contract Documents, unless the Contractor has in writing called the City's Representative attention to such deviation at the

time of submission and the City and the City's Representative have given written approval to the specific deviation; nor shall any approval by the City's Representative relieve the Contractor from responsibility for errors or omissions in the Shop Drawings.

23. Record Drawings

The Contractor will keep one record copy of all Specifications, Drawings, Addenda, Modifications and Shop Drawings at the site in good order, and annotated to show all changes made during the construction process or addition and exact horizontal and vertical location of underground or otherwise concealed components such as, but not limited to, storm drain piping, storm structures, foundations, base and sub-base materials, plumbing, air conditioning, electric, culverts, drainage structures, water mains, force mains, service lines, wiring, traffic loops, pond or ditch bottoms and banks, signal poles, signs, and conduit which were not installed exactly as shown on the Contract Drawings. These shall be available to the City's Representative and shall be verified by the City's Representative at 30%, 60% and 100% completion of the project. The Contractor shall submit to the City's Representative one (1) complete set of all recorded changes made during construction entitled "Record Drawings", and dated, as well as transmitted electronically in accordance with Florida Statutes §668.50. Submittals shall be made in accordance with the above and shall be submitted at the time of substantial completion.

Acceptance of all of the Record Drawings by the Owner's Representative is required before final payment will be issued.

Certified "as-built" information which the Contractor will show on marked-up blue-line copies of the Design Drawings, Prints and other materials as specified above shall include both authorized and unauthorized changes to horizontal pavement dimensions, finish pavement grades, finish dimensions, invert elevations and alignment of drainage culverts and storm sewers, and any modifications to material types from that specified in the Bid Plans and Specifications. As a prerequisite to any payments, the Contractor shall make available to the Engineer all "as-built" information pertinent to the design drawings each month prior to his submission of a monthly application for payment. The Contractor shall also obtain "as-built" cross-sections of the roadway, ditches, channels, and other drainage ways as shown in the contract documents at intervals not to exceed 100 ft. The required "as-built" data shall be subject to the following conditions:

a)"As-built" dimensions and elevations shall be obtained by a Professional Land Surveyor registered in the State of Florida pursuant to Florida Statutes §472. The "as-built" drawings shall be signed and sealed by the Contractors' Professional Land Surveyor in accordance with Florida Statutes §472.025.

b) All pertinent surveyors' field survey notes containing the "as-built" data shall be sealed and submitted to the Engineer for review and acceptance prior to authorization of the final payment.

c) "As-built" data shall be secured using the "state-of-the-art" survey equipment and methods; the accuracy of measurements shall be 0.05 ft.

d) All sub-surface improvements considered part of the work as shown in the Contract Documents shall be "as-built" by the Contractor prior to backfilling.

e) A final bench level circuit shall be secured indicating accuracy of vertical closure, and a copy of these field notes shall be submitted to the Engineer before final acceptance of the project.

f) The Contractor shall annotate and show all "as-built" information on 11"x17" prints of the Bid Plans during the course of the construction process. Upon completion of all contract work but

prior to authorization of the final payment by the Engineer, the Contractor shall deliver one (1) set of such annotated “as-built” 11” x 17” prints to the Engineer for approval. Upon formal approval of such “as-built” plans, the Contractor shall forthwith provide two (2) sets of these Drawings and one (1) CD containing all “as-built” information and data which have been sealed by a Professional Land Surveyor secured by the Contractor at Contractor’s cost and shall forthwith become the ownership of the department.

g) The cost of preparing, maintaining, and providing “as-built” plans and documents as specified in this article shall be included in the lump sum payment for PROVIDE/MAINTAIN AS-BUILT PLANS.

24. Indemnification

To the fullest extent permitted by Florida law, the Contractor shall be liable and agrees to be liable for and shall defend, indemnify and hold harmless the City, Florida Department of Transportation, and FloridaCommerce, its officers and employees from any and all liabilities, damages, losses and costs, to person or property including, but not limited to, reasonable attorneys’ fees arising out of or caused in whole or in part by any act omission, error or default by the Contractor, its subcontractors, materialmen, or agents of any tier or their employees arising out of this agreement or its performance. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This section does not pertain to any incident arising from the sole negligence of the City.

The Contractor shall assume all risk and bear any loss, damage or injury to property or persons occasioned by neglect or accident during the progress of work until the same shall have been completed and accepted. The Contractor agrees to repair restore or rebuild any damages he causes to any property of the City. He shall also assume all blame or loss by reason of neglect or violation of any state of federal law or municipal rule, regulation or order. The Contractor shall give to the proper authorities all required notices relating to the work, obtain all official permits and licenses and pay all proper fees. He shall repair any damage that may have occurred to any adjoining building, structure, utility or private property in the course of this work.

25. Cleaning Up

The Contractor will keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the work; at the completion of the work he will remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and will leave the site clean and ready for occupancy by the City. The Contractor will restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

If the Contractor fails to clean up as provided in the Contract Documents, the City may do so, and the cost thereof shall be deducted from the final retainage due the Contractor.

26. Continuing the Work

The Contractor shall carry on the work and adhere to the progress schedule during all disputes and disagreements with the City. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by City May Stop Work or as the Contractor and the City may otherwise agree in writing.

11.10 WORK BY OTHERS

The City may perform additional work related to the project by itself, or it may let other direct contracts which shall contain General Conditions similar to these.

The Contractor will afford the other contractors who are parties to such direct contracts (or the City, if it is performing the additional work itself), reasonable opportunity for the introduction and storage of materials

and equipment and the execution of the work and shall properly connect and coordinate his work with theirs. Should the contract entail relocation of facilities not a part of this Contract, the Contractor will coordinate and cooperate with the applicable entity responsible for this portion of the work.

Water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cableways, signals, and all other utility appurtenances within the limits of the proposed construction which are to be relocated or adjusted are to be moved by the owners at their expense, unless otherwise provided in the Contract. It is understood and agreed that the Contractor has considered in his bid all of the permanent and temporary utility appurtenances in their present or relocated positions as shown on the plans and that no additional compensation will be allowed for any delays, inconveniences, or damage sustained to him due to any interference from the said utility appurtenances or the operation of moving them. If any part of the Contractor's work depends (for proper execution) upon the work of any such other contractor (or the City), the Contractor will inspect and promptly report to the City's Representative in writing, any defects, deficiencies or delays in such work that render it unsuitable for such proper execution and results. His failure to report shall constitute an acceptance of the work, except as to defects, deficiencies and delays which may appear in the other work after the execution of his work.

The Contractor will do all cutting, fitting and patching of his work, which is consistent with the Contract Documents that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The Contractor will not endanger any work of others by cutting, excavating or otherwise altering such other work and will only cut or alter such other work with the written consent of the City's Representative.

If the performance of additional work by other contractors or the City is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the Contractor prior to starting any such additional work.

11.11 CITY'S REPRESENTATIVE STATUS DURING CONSTRUCTION

1. City's Representatives

The City shall issue all communications to the Contractor through the City's Representative.

2. Clarifications and Interpretations

The City's Representative will issue with reasonable promptness, through the City, such written clarifications or interpretations of the requirements of the Contract Documents (in the form of drawings or otherwise) as the City may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification or interpretation justifies an increase in the contract price or an extension of the contract time and the parties are unable to agree to the amount or extent thereof, the Contractor may make a claim therefor as provided in Change of Contract Price and Change of Contract Time.

3. Authorized Variations in Work

The City's Representative may authorize, with prior approval, from the City minor variations in the work from the requirements of the Contract Documents which do not involve an adjustment in the contract price or the contract time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a field change order, and the Contractor shall perform the work involved promptly. If the Contractor believes that a field change order justifies an increase in the contract price or an extension of the contract time and the parties are unable to agree as to the amount or extent thereof, the Contractor may make a claim therefor as provided in Change of Contract Price and Change of Contract Time.

11.12 CHANGES IN WORK

Without invalidating the Contract, the City may unilaterally and at any time or from time to time order additions, deletions or revisions in the work; these will be authorized by change orders or field directive change. Upon receipt of a change order or field directive change, the Contractor will proceed with the work involved.

All such work shall be executed under the applicable conditions of the Contract Documents.

If any change order or field directive change causes an increase or decrease in the contract price or any extension or shortening of the contract time, an equitable adjustment will be made as provided in Change of Contract Price and Change of Contract Time.

Additional work performed by the Contractor without written authorization of a change in the form of an approved change order will not entitle him to an increase in the contract price or any extension of the contract time, except in the case of an emergency as provided in Emergencies.

It is the Contractor's responsibility to notify the surety of any changes affecting the general scope of the work or change of the contract price and the amount of the applicable bonds shall be adjusted accordingly. The surety's acceptance must be submitted to the City's Representative, by the Contractor, within ten (10) calendar days of the initiation of the change.

11.13 CHANGE OF CONTRACT PRICE

The contract price constitutes the total compensation payable to the Contractor for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the contract price.

The contract price may only be changed by a change order. Any claim for an increase or decrease in the contract price shall be in writing and delivered to the City's Representative within fifteen (15) calendar days of the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within fifty (50) calendar days after such occurrence (unless City allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the Contractor's written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. No claim for an adjustment in the contract price will be valid if not submitted in accordance with paragraph Change of Contract Price. All claims for adjustment in the contract price shall be reviewed by the City's Representative. Any change in the contract price shall be incorporated in a change order and approved by the City. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

The value of any work covered by a change order or of any claim for an increase or decrease in the contract price shall be determined in one of the following ways:

Where the work involved is covered by unit prices contained in the Contract Documents or subsequently agreed upon, by application of unit prices to the quantities of the items involved.

By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.

By cost of the work and mutually acceptable fixed amount for overhead and profit agreed upon by the parties.

If none of the above methods is agreed upon, the value shall be determined by the City on the basis of cost of the work and a percentage for overhead and profit. Cost shall only include labor (payroll, payroll taxes, fringe benefits, worker's compensation, etc.), materials, equipment, and other incidentals directly related to the work involved.

In such cases the Contractor will submit in the form prescribed by the City an itemized cost breakdown together with supporting data. The amount of credit to be allowed by the Contractor to the City for any such change which results in a net decrease in cost, will be the amount of the actual net decrease as determined by the City. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net decrease, if any.

It is understood that the Contractor has included in the contract price any allowances so named in the

Contract Documents and shall cause the work so covered to be done by such materialmen, suppliers, or subcontractors and for such sums within the limit of the allowances as the City may approve. Upon final payment, the contract price shall be adjusted as required and an appropriate change order issued. The Contractor agrees that the original contract price includes such sums as he deems proper for cost and profit on account of cash allowances. No demand for an additional sum for overhead or profit in connection therewith will be allowed.

Where the Contract Documents provide that all or part of the work is to be unit price work, the contract price will be deemed to include for all unit price work an amount equal to the sum of the established unit prices for each separately identified item of unit price work times the estimated quantity of each item as indicated in the Contract. 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.

Each unit price will be deemed to include an amount considered by the Contractor to be adequate to cover the Contractor's overhead and profit for each separately identified item.

The unit price of an item of unit price work shall be subject to revaluation and adjustment under the following conditions:
1. If the total cost of a particular item of unit price work amounts to 5% or more of the contract price and the variation in the quantity of that particular item of unit price work performed by the Contractor differs by more than 15% from the estimated quantity of such item indicated in the Contract; and

2. If there is no corresponding adjustment with respect to any other item of work; and

3. If the Contractor believes that it has incurred additional expense as a result thereof; or

4. If the City believes that the quantity variation entitles it to an adjustment in the unit price, either the City or the Contractor may make a claim for an adjustment in the contract price in accordance with the above if the parties are unable to agree as to the effect of any such variations in the quantity of unit price work performed.

11.14 CHANGE OF CONTRACT TIME
The contract time may only be changed by a change order. Any claim for an extension in the contract time shall be in writing and delivered to the City's Representative within fifteen (15) calendar days of the occurrence of the event giving rise to the claim and stating general nature of the claim. Notice of the extent of the claim with supporting data (analysis and documentation) shall be delivered within sixty (60) calendar days after such occurrence (unless the City's Representative allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the Contractor's written statement that the adjustment claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. If adverse weather conditions are the basis for a claim for additional time, such claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction. No claim by the Contractor under this provision shall be allowed unless the Contractor has given the notice and the analysis and documentation required in this paragraph. All claims for adjustment in the contract time shall be determined by the City's Representative. Any change in the contract time resulting from any such claim shall be incorporated in a change order.

The City shall not be responsible for any delay in the completion of the project where the delay is beyond the control or without fault or negligence on behalf of the City. The City shall not be held accountable for extra compensation or an extension of time due to default by the Contractor, subcontractors, or suppliers in the furnishing of labor or materials for the project or having to replace defective materials.

The Contractor shall be entitled to a claim for an extension of time when a delay or hindrance is caused by an act of God, or any act or omission on the part of the City, provided the Contractor gives notice to the City's Representative within fifteen (15) calendar days of the occurrence of the event giving rise to the claim

and having stated the general nature of the claim. The Contractor's sole remedy shall be an extension of contract time.

No extension of contract time or increases in contract price shall be granted for any delay caused either by (1) inadequate crewing, default or bankruptcy of lower tier contract, slow submittals, etc., or (2) by severe though not unusual weather conditions (other than hurricanes and tornadoes) or (3) any delay impacting a portion of the work within the available total float or slack time and not necessarily preventing completion of the work within the contract time unless otherwise agreed to by the City in its sole discretion or (4) for any delay which is caused by the Contractor having to replace defective material or (5) delays attributable to the lack of performance by subcontractors regardless of the reasons.

All time limits stated in the Contract Documents are of the essence of the Contract. The provisions of the above shall not exclude recovery for damages (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court cost) for delay by either party.

11.15 CLOSE OUT PROCEDURE

General Operating/Maintenance Instructions & Manuals

1. The Contractor shall organize Maintenance Operating Manual information into four (4) suitable sets of manageable size and bind into individual binders properly identified and indexed (thumb-tabbed). Emergency instructions, spare parts listing, warranties, wiring diagrams, recommended "turn around" cycles, inspection procedures, Shop Drawings, product data, and similar acceptable information shall be included. The Contractor shall bind each manual of each set in a heavy duty, 3-ring vinyl covered binder, and include pocket folders for folded sheet information. Mark identification on both front and spine of each binder.

2. Arrange for each installer of work requiring continuing maintenance (by the City) or operation, to meet with the City's personnel, at the project site, to provide basic instructions needed for proper operation and maintenance of the entire work. Include instructions by manufacturer's representatives where installers are not expert in the required procedures. Review maintenance manuals, record documentation, tools, spare parts and materials, lubricants, fuels, identification system, control sequences, hazards, cleaning and similar procedures and facilities. For operational equipment, demonstrate start-up, shut-down, emergency operations, noise and vibration adjustments, safety, economy/efficiency adjustments, and similar operations. Review maintenance and operations in relation with applicable guaranties, warranties, agreements to maintain, bonds, and similar continuing commitments.

11.16 ACCESS TO THE WORK

The City and the City's Representative shall at all times have access to the work. The Contractor shall provide proper facilities for such access and observation of the work and also for any inspection or testing by others.

11.17 UNCOVERING THE WORK

If any work has been covered which the City's Representative has not specifically requested to observe prior to its being covered, or if the City's Representative considers it necessary or advisable that covered work be inspected or tested by others, the Contractor, at the City's Representative's request, will uncover, expose or otherwise make available for observation, inspection or testing as the City's Representative may require, that portion of the work in question, furnishing all necessary labor, material and equipment. If it is found that such work is defective, the Contractor will bear all the expense of such uncovering, exposure, observation, inspection and testing, and of satisfactory reconstruction. If, however, such work is not found to be defective, the Contractor will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction, if he makes a claim therefor as provided in Change of Contract Price and Change of Contract Time.

11.18 TEST AND INSPECTIONS

If the Contract Documents, laws, ordinances, rules, regulations or order of any public authority having jurisdiction require any work to specifically be inspected, tested or approved by someone other than the

Contractor, the Contractor will give the City's Representative timely notice of readiness, therefore. The Contractor will furnish the City's Representative with the required Certificates of Inspection, Testing or Approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organizations as may be required by law or the Contract Documents. If any such work required to be inspected, tested or approved is covered without written approval of the City's Representative, it shall, if requested by the City's Representative, be uncovered for observation at the Contractor's expense. The cost of all such inspections, tests and approvals shall be borne by the Contractor unless otherwise provided.

Neither observations by the City's Representative, nor inspections, tests or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform the work in accordance with the requirements of the Contract Documents.

Testing for Permits: The Contractor shall be responsible for performing any testing and the cost associated for all items that may require as part of the NPDES, FDEP, FWCC and SFWMD Permits.

11.19 CITY MAY STOP WORK

If the work is defective, if the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or if the Contractor fails to make prompt payments to subcontractors for labor, materials or equipment: the City may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated: however, this right of the City to stop the work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other party.

Performing work, supplying sufficient skilled workmen or suitable materials or workmen shall be applicable to, but not be limited to, the Maintenance of Traffic or any portion thereof. The City may stop work because of insufficient Maintenance of Traffic practices by the Contractor.

Any delay or loss of time experienced by the Contractor due to work being stopped for insufficient Maintenance of Traffic practices will not be grounds for an extension of contract time.

In addition to defective work, the City may stop the work as specified above for the following reasons:

1. Failure to comply with permits regarding pollution control.
2. Failure to provide adequate traffic control in accordance with the approved Traffic Control Plan and Specifications.
3. Failure to provide a safe working environment in accordance with the Department of Labor, Safety, and Health Regulations.

Upon notice of the Stop Work Order, the Contractor shall cease all work except for the activities required to correct the problem and as directed by the City.

If the Contractor fails to correct the problem causing the Stop Work Order and there is immediate threat to the public's health, safety, or environmental pollution, the City may perform any remedial activities necessary to protect the public and environment.

No increase in the contract price or extension of the contract time will be provided for any delays or loss of time due to a stop work order.

Any costs that the City incurs in performing the work per the above shall be paid by the Contractor.

11.20 CORRECTION OR REMOVAL OF DEFECTIVE WORK

If required by the City's Representative prior to approval of final payment, the Contractor will, promptly, without cost to the City and as specified by the City's Representative, either correct any defective work whether or not fabricated, installed or completed or, if the work has been rejected by the City's Representative, remove it from the site and replace it with non-defective work. If the Contractor does not correct such defective work or remove and replace such rejected work within ten (10) calendar days, all as specified in a written notice from the City's Representative, the City's Representative may have the

deficiency corrected or the rejected work removed and replaced. All direct or indirect costs of such correction or removal and replacement shall be paid by the Contractor. The Contractor will also bear the expense of making good all work of others destroyed or damaged by his correction, removal or replacement of his defective work.

11.21 ONE (1) YEAR CORRECTION PERIOD

If, after the approval of the final payment and prior to the expiration of one (1) year after the date of final completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, the Contractor will promptly, without cost to the City, and in accordance with the City's Representative written instructions, either correct such defective work or, if it has been rejected by the City's Representative, remove it from the site and replace it with non-defective work. If, within seven (7) calendar days, the Contractor does not comply with the terms of such instructions, the bonding company shall be notified of default and requested to make repairs or replacement, the City may have the defective work corrected or the rejected work removed and replaced. All direct and indirect costs of such removal and replacement shall be paid by the Contractor.

11.22 ACCEPTANCE OF DEFECTIVE WORK

If, instead of requiring correction or removal and replacement of defective work, the City prefers to accept it, the City may do so. In such case, if acceptance occurs prior to approval of final payment, a change order shall be issued incorporating the appropriate revisions to the Contract Documents including an appropriate reduction in the contract price. If the acceptance occurs after approval of the final payment, an appropriate amount shall be paid by the Contractor to the City.

11.23 NEGLECTED WORK BY CONTRACTOR

If the Contractor should neglect to prosecute the work in accordance with the Contract Documents, including any requirements of the progress schedule, the City may, after three (3) calendar days written notice to the Contractor and without prejudice to any other remedy it may have, make good such deficiency and the cost thereof shall be charged against the Contractor. A change order shall be issued incorporating the appropriate revision to the Contract Documents including an appropriate reduction in the contract price. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City.

11.24 SUSPENSION OF WORK

The City may at any time and without cause suspend the work or any portion thereof for a period of not more than ninety (90) calendar days by notice in writing to the Contractor. The City shall fix the date on which work shall be resumed, and the Contractor will resume the work on the date so fixed. The Contractor will be allowed an increase in the contract price, an extension of the contract time or both, if such increases are justified and directly attributable to any City suspension and if it makes a claim therefor as provided in Bonds and Insurance and Contractor's Responsibilities.

11.25 TERMINATION

1. City May Terminate

a) This contract may be terminated by the City by giving thirty (30) calendar days advance written notice.

b) If the Contractor repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, if it repeatedly fails to make prompt payments to subcontractors for labor, materials or equipment, if it disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, if it disregards the authority of the City's Representative, if it disregards the authority of the City's designated representatives, or if it otherwise violates any provisions of its Contract Documents or for any other just cause; the City may, without prejudice to any other right or remedy and after giving the Contractor seven (7) calendar days written notice, terminate this Contract. The City will give the surety seven (7) calendar days written notice.

c) If the Contractor is adjudged, bankrupt or insolvent, if it makes a general assignment for the benefit of its creditors, if a trustee or receiver is appointed for the Contractor or for any of its property, if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws, then

the City may, without prejudice to any other right or remedy and after giving the Contractor seven (7) calendar days written notice, terminate this Contract. The City will give the surety seven (7) calendar days written notice.

d) Should the City decide to terminate the services of the Contractor and take possession of the project and all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and finish the work by whatever method the City may deem expedient or arrange with the surety to complete the project. The Contractor, if notified by the City to do so, shall promptly remove any part of his equipment and supplies from the property of the City; failing, the City shall have the right to remove such equipment and supplies at the expense of the Contractor.

e) Where the Contractor's services have been so terminated by the City, said termination shall not affect any rights of the City against the Contractor then existing or which may thereafter accrue. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If so terminated, any retention or payment of monies by the City due the Contractor will not release the Contractor from liability accruing under this Contract. When the Contractor defaults or is terminated by the City, the bonding company for the Contractor shall be notified of the possibility of damages accruing to the City for which it may be held liable in the event the Contractor is unable to make the City whole.

f) If after notice of termination, it is determined for any reason that the Contractor was not in default under the provision(s) above, or that the delay was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued without cause and without prejudice.

g) Upon seven (7) calendar days written notice to the Contractor, the City may without cause and without prejudice to any other right or remedy elect to abandon the project and terminate the Contract.

h) In the event of termination to this Contract, is not the fault of the Contractor, the City should compensate the Contractor for the following:

1. All services completed prior to the effective date of the termination;
2. Reimbursable expenses then due; and
3. Reasonable expenses incurred by the Contractor in the execution of the work up to the point of the Contract's termination.

2. Contractor May Stop Work or Terminate the Contract

a) If through no fault of the Contractor, or a subcontractor, sub-sub-contractor or their agents or employees or any other persons performing portions of the work under Contract with the Contractor, the work is suspended for a period of more than ninety (90) calendar days by the City or under an order of court or other public authority, or the City's Representative has not issued a certificate for payment and has not notified the Contractor of the reason for withholding certification as provided in Approval of Payments or because the City has not made payment on a certificate for payment within the time stated in the Contract Documents, then the Contractor may, upon seven (7) calendar days written notice to the City and the City's Representative, terminate the Contract and recover from the City payment for all work executed and proven loss with respect to materials, equipment, tools and construction equipment and machinery, including reasonable overhead, profit and damages.

b) In addition and in lieu of terminating the Contract, if the City's Representative has failed to act on an application for payment or the City has failed to make any payment as aforesaid, the Contractor may upon seven (7) calendar days written notice to the City and the City's Representative stop the work until payment of all amounts then due. The provisions of this paragraph shall not relieve the Contractor of the obligation under Continuing the Work to carry on the work in accordance with the progress schedule and without delay during disputes and disagreements with the City.

11.26 PAYMENT AND COMPLETION

Payments will be made pursuant to Florida Statutes §218.70, Local Government Prompt Payment Act.

1. Schedule of Values

Bid proposal units and unit prices shall serve as the basis for progress payments during construction. The bid proposal prices shall be incorporated into the Estimate and Requisition for Payment Form prescribed by the City.

2. Application for Progress Payment

Not more often than once a month, nor less often than specified in the approved payment schedule referred to in Prior to Construction Start, and on a date established at the Project Pre-Construction Conference, the Contractor will submit to the City's Representative for review the Estimate and Requisition for Payment form filled out and signed by the Contractor covering the work completed and as specified in FDOT LAP Division 1 Specifications 9-5 as of the date of the application and supported by such data as the City's Representative may reasonably require. Also, if payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at the site or at another location agreed to in writing, the application for payment shall also be accompanied by such supporting data, satisfactory to the City's Representative, as will establish the City's title to the material and equipment and protect its interest therein, including applicable insurance. All progress payments will be subject to the retainage percentage specified in the Contract Documents and the Local Government Prompt Payment Act. Such retainage shall be paid and will be issued in the final payment after acceptance by the City of the work.

3. Contractor's Warranty of Title

The Contractor warrants and guarantees that title to all work, materials and equipment covered by an application for progress payment, whether incorporated in the project or not, will be passed to the City prior to the next making of application for progress payment, free and clear of all liens, claims, security interest and encumbrances; and that no work, materials or equipment covered by an application for payment will have been acquired by the Contractor or by any other person performing the work at the site or furnishing materials and equipment for the project subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

4. Approval of Payments

Whether the City's Representative must approve the payment request or invoice before the payment request or invoice is submitted to the local governmental entity or if an agent need not approve the payment request or invoice, payment is then paid pursuant to Florida Statutes §218.70. If the City rejects payment, it will do so in accordance with Florida Statutes §218.735.

a) The City's Representative's approval of any payment requested in an application for payment shall constitute a representation by him to the City, based on the City's Representative's on-site observations of the work in progress and on his review of the application for payment and the supporting data that the Contractor is entitled to payment of the amount approved.

b) The City's Representative's approval of final payment shall constitute an additional representation by him to the City that the conditions precedent to the Contractor's being entitled to final payment as set forth in this Payment and Completion section have been fulfilled.

c) The City's Representative may refuse to approve the whole or any part of any payment if, in his opinion, he is unable to make such representations to the City. He may then refuse to approve any such payment because of subsequently discovered evidence or the results of subsequent inspections or test, nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the City from loss because:

1) The work is defective;
2) A portion of such payment is the subject of a dispute or claim that has been filed;
3) The contract price has been reduced because of modifications;
4) The City has been required to correct defective work or complete the work in accordance with Close Out Procedure, or
5) Of unsatisfactory prosecution of the work, including failure to clean up as required by Contractor's Responsibilities.

5. Substantial Completion

Prior to final payment, the Contractor shall, in writing to the City's Representative, certify that the entire project is substantially complete and request that the City's Representative issue a Certificate of Substantial Completion. Within fourteen (14) calendar days after the City's receipt of the Contractor's Certification, the City's Representative and the Contractor will make an inspection of the project to determine the status of completion. If the City does not consider the project substantially complete, it will notify the Contractor in writing giving the reasons therefor. If the City considers the project substantially complete, a Certificate of Substantial Completion will be issued. This certificate shall fix the date of substantial completion and the responsibilities between the City and the Contractor for maintenance, heat and utilities. The Certificate of Substantial Completion will also include a punch list of items to be completed or corrected, said time to be within the contract time. The City shall have the right to exclude the Contractor from the project after the date of substantial completion, but the City will allow the Contractor reasonable access to complete items on the punch list.

6. Partial Utilization

Prior to final payment, the City's Representative may request the Contractor to permit the use of a specified part of the project which the City believes it may use without significant interference with construction of the other parts of the project. If the Contractor agrees, he will certify to the City's Representative that said part of the project is substantially complete and request the City's Representative to issue a Certificate of Substantial Completion for that part of the project. Within fourteen (14) calendar days after the City's receipt of the Contractor's Certification, the City's Representative and the Contractor will make an inspection of that part of the project to determine its status of completion. If the City considers that part of the project to be substantially complete, the City's Representative will deliver to the Contractor a certificate to that effect, fixing the date of Substantial Completion as to that part of the project, and listing the punch list of items to be completed or corrected before final payment and fixing the responsibility between the City and the Contractor for maintenance, heat and utilities as to that part of the project. The City shall have the right to exclude the Contractor from any part of the project, which is so certified to be substantially complete, but the City will allow the Contractor reasonable access to complete or correct items on the punch list.

7. Final Inspection

Upon written notice from the Contractor that the project is complete, the City Representative will make a final inspection with the Contractor and will notify the Contractor in writing of any particulars which this inspection reveals that the work is defective. The Contractor shall immediately make such corrections as are necessary to remedy the defects within fourteen (14) calendar days.

8. Final Inspection for Payment

After the Contractor has completed any such corrections to the satisfaction of the City's Representative and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of Inspection and other documents as required by the Contract Documents, he may make application for final payment following the procedure for progress payments. The final application for payment shall be accompanied by legally effective final releases or waivers of liens from the Contractor and all subcontractors which performed services for the Contractor pursuant to the Contract Documents and the consent of surety, if applicable to final payment.

9. Approval of Final Payment

If, on the basis of its observations and review of the work during construction, its final inspection and its review of the final estimate and requisition for payment, all as required by the Contract Documents, the City's Representative is satisfied that the work has been completed and the Contractor has fulfilled all of his obligations under the Contract Documents, it will, within thirty (30) calendar days after receipt of the final application for payment, indicate in writing its approval of payment and deliver the application to the City. Otherwise, it will return the application to the Contractor, indicating in writing its reason for refusing to approve final payment, in which case the Contractor will make the necessary corrections and resubmit the application. The City will, within twenty (20) calendar days after receipt of approved application for final payment, either indicate their approval of the estimate and requisition application for payment and within twenty (20) calendar days pay the Contractor the amount approved by the City and issue a Certificate of Final Completion or return the application through the City's Representative indicating in writing the reason

for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the application to the City's Representative.

10. If, after substantial completion of the work, final completion is materially delayed through no fault of the Contractor, and the City's Representative so confirms, the City shall and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. If the remaining balance for work not fully completed or corrected is less than the retainage stipulated in the Contract, and if bonds have been furnished as required in Bonds and Insurance, the written consent of the surety to the payment of the balance due for that portion of the work fully completed and accepted shall be submitted by the Contractor to the City's Representative, prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

11. If liquidated damages are to be deducted from the final payment, the City shall so notify the Contractor in writing at least seven (7) calendar days prior to the City's submittal to Finance.

12. Contractor's Continuing Obligation
The Contractor's obligation to perform the work and complete the project in accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment by the City, the issuance of the Certificates of Completion, any payment by the City to the Contractor under the Contract Documents, any use or occupancy of the project or any part thereof by the City, any act of acceptance by the City, any failure to do so, nor any correction of defective work by the City shall constitute an acceptance of work not in accordance with the Contract Documents.

13. Waiver of Claims
The making and acceptance of final payment shall constitute:

a) A waiver of all claims by the City against the Contractor other than those arising from unsettled liens, from defective work appearing after final payment or from failure to comply with the requirements of the Contract Documents, or from the terms of any special guarantees specified therein, and,
b) A waiver of all claims by the Contractor against the City other than those previously made in writing and still unsettled.

14. Anti-Trust Rights
The Contractor and the City recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the government. Therefore, the Contractor hereby assigns to the City any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract

11.27 MISCELLANEOUS
1. All Specifications, Drawings and copies thereof furnished by the City, to the Contractor, shall remain the City's property. They shall not be used on another project.

2. The duties and obligations imposed by these Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warrants, guarantees and obligations imposed upon the Contractor and the rights and remedies available to the City thereunder shall be in addition to and not a limitation of any otherwise imposed or available by law, by special guarantee or other provisions of the Contract Documents.

3. Should the City or the Contractor suffer injury or damage to its person or property because of any error, omission or act of the other or any of his employees, agents, or others for whose acts he is legally liable, claim should be made in writing to the other party within seven (7) calendar days of the first observance of such injury or damage.

4. The Contract Documents shall be governed by the laws of the State of Florida, the County of Lee, and the City of Bonita Springs.

5. Computation of Time
When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

6. Abbreviations
Reference in the Technical Specifications to the specifications or requirements of technical societies, associated, organization, or bodies shall mean their most current specifications. These groups are identified in the Technical Specifications.

7. Use of Public Streets
The use of public streets and roads shall be such as to minimize any inconvenience to the public and to other traffic. Any earth or other excavation materials spilled from trucks shall be removed by the Contractor and the streets and roads shall be cleaned by the contractor to the satisfaction of the City.

8. Damage to Existing Property, Structures, and Utilities
The Contractor shall be held responsible for and shall repair all damage to pavement beyond the limits of this Contract or outside the right-of-way. Also buildings, telephone or other cables, poles, signs, mailboxes, irrigation piping, water pipes, sanitary pipes, or other structures which may be encountered, whether or not they are shown on the Drawings shall be repaired if damaged. Information shown on the Drawings as to the location of existing utilities has been prepared from the most reliable data available to the Engineer. This information is not guaranteed, however, and it shall be the Contractor's responsibility to determine the location, character, and depth of any existing utilities. The Contractor shall assist the utility companies, by every means possible, to determine said locations. Extreme caution shall be exercised to eliminate any possibility of any damage to utilities resulting from his activities.

At least one business day prior to excavating any section of the work, the Contractor shall call the utility companies noted on the plans and inform them that work on the specific section is about to commence and request that they field locate their underground utilities.

When proceeding with the work, the Contractor shall exercise due caution to protect all underground and overhead utilities and existing structures from damage. In keeping with the Trench Safety Act, the Contractor shall provide all sheeting, shoring and bracing that may be required to properly protect adjacent property, structures and people. The Contractor shall repair, to the satisfaction of the City, any surface or subsurface improvement damaged during the course of the work (unless such improvement is shown to be abandoned or removed) whether or not such improvement is shown on the drawing. Should any utilities be encountered that are not shown on the drawings, the Contractor shall immediately notify the City's Representative and shall take all due caution necessary to protect the utility.

9. Adjustment of Grades
Adjustments of grades shown on Drawings may be necessary to conform to actual field conditions or to maintain cover under proposed future grades. Such adjustments shall be considered part of the job conditions, and no extra compensation will be allowed for such changes, except where specifically otherwise noted in the Plans or Specifications. Such adjustments must be approved by the City's Representative prior to being made.

10. Existing Drainage
Existing drainage shall be maintained at all times. At times when the Contractor is not on the job, drainage under construction shall be left open so as not to cause flooding due to blockage. Any damage to construction caused by this requirement shall be the responsibility of the Contractor.

11.Reference to Other Specifications
Reference to F.D.O.T. Specifications shall mean the State of Florida Department of Transportation Standard Specifications for Road and Bridge Construction, as currently provided for and supplements thereto. Where an F.D.O.T. Section contains references to other Sections, they shall also be included as

though cited herein. Where F.D.O.T. Specifications refer to the “Engineer”, “Engineer of Tests” or “Division of Tests”, it shall be understood to mean the Public Works Director or his designee. Where F.D.O.T. Specifications refer to the “Department”, it shall mean the City of Bonita Springs, Florida. In case of conflict between the referenced F.D.O.T. Specifications and the Contract Documents, the Contract Documents shall govern.

Reference to A.A.S.H.T.O. and A.S.T.M. are to the latest editions of published Texts of the American Association of the State Highway and Transportation Officials and the American Society for Testing Materials, respectively.

12. Use of Explosives
The use of explosives on this project is not permitted.

13. Shoring (if applicable)
Unless trench banks are cut back on a stable slope, sheet and brace trenches as necessary to prevent caving or sliding, to provide protection for workmen and the pipe, and to protect adjacent structures and facilities. Do not brace sheeting against the pipe but brace it so that no concentrated loads of horizontal thrust are transmitted to the pipe. If a portable metal box is used for bracing the slopes, take care not to disturb the pipe when the box is removed.

In addition, the Contractor shall comply with the Trench Safety Act, Florida Statutes §553.60 – 553.64. Cost of Compliance is not a separate pay item. Payment shall be included in the cost of pipe placement.

14. Dewatering (if applicable)
Dewatering of excavations, trenches, structures and utilities may be required. Cost of dewatering is not a separate pay item. Payment shall be included in the cost of items as included in the Bid Form. All liability for dewatering operations or lack thereof shall be the responsibility of the Contractor. Any modification to this permit that the Contractor deems necessary for his means and methods of construction shall be obtained by the Contractor at no additional cost to the City.

15. Excess Excavated Material (if applicable)
Any remaining excavated material in excess of the needs for backfill and area fill shall become property of the Contractor and should be removed from the project as required.

16. Hurricane Preparedness
The Contractor is responsible for having plans for protection of the work site during hurricanes. When the National Weather Service issues a Hurricane Watch for any part of Lee County or Collier County, the Contractor shall immediately meet with the City to review the Contractor’s Hurricane Preparedness Plans.

When the National Weather Service issues a Hurricane Warning for any part of Lee County or Collier County, the Contractor shall immediately implement the Hurricane Preparedness Plan.

The Hurricane Preparedness Plan shall include the following:
a) Items and equipment that must be removed from the work site.
b) Methods and materials that will be utilized to secure the materials and work site.
c) Methods and materials that will be utilized to protect uncompleted work items.
d) Plan for maximizing traffic lanes to be utilized for evacuation.
e) Items that must commence at the time of hurricane watch in order to be completed.

The Contractor shall immediately mobilize his work forces when a Hurricane Watch is issued, and they shall commence with those items in the Hurricane Preparedness Plan required to provide hurricane evacuation before a Hurricane Warning is issued.

The cost of preparing and implementing the Hurricane Preparedness Plan shall be the responsibility of the Contractor. Hurricane watch and warning will be considered grounds for a reasonable contract time extension. If the hurricane called for in the watch or warning does not impact any part of Lee County or

Collier County, the contract time extension shall not exceed seven (7) days. If a hurricane impacts any part of Lee County or Collier County, the Contract extension duration may exceed seven (7) days.

17. Maintenance of Traffic

Maintenance of Traffic shall be as specified Supplemental Conditions, Special Construction Provisions, and Technical Specifications; and in the Traffic Control Plans, except as modified herein.

a) Roadways shall remain open to traffic at all times unless closure is specifically authorized elsewhere.
b) Driveways
    1) Access and driveway to all adjacent property shall be at all times.
    2) Frontage roads or alternate driveway locations may be utilized with permission of property owners and the City.
    3) Following removal of existing paved driveways, the driveways shall be repaved as follows:
        a. Before stopping work each day, back fill or cover with steel plate or approved equal.
        b. Within 7 days, driveways shall be topped with cold patch or approved equal.
        c. Within 48 hours on high traffic volume driveways and on deteriorated cold patch, repair trench and pave as shown in the drawings.
        d. Driveways may be closed for a maximum of 4 hours during driveway paving operations. The Contractor must schedule the work with the property owner in advance.
        e. The Contractor may obtain written permission from property owners to deviate from the above requirements.

18. Earthwork (if applicable)

The quantities for payment for Earthwork payment items shall be plan quantities. If there is any dispute or disagreement by the Contractor that the Earthwork plan quantities are not accurate, the Contractor shall provide pre-construction and post-construction cross sections of the area or areas in question which shall be the sole documentation for determination of any inaccuracies in the plan quantities and the only justification for revision or revisions to the Earthwork plan quantities. The cost of any or all surveying to obtain pre- or post-construction cross sections that the Contractor deems necessary for determining the accuracy of Earthwork plan quantities shall be included in the unit price bid for the various Earthwork payment items. Any and all such surveys shall be certified by a Registered Land Surveyor.

Depending on the Contractor's means, methods, scheduling or sequencing of construction, it may be necessary to stockpile suitable material prior to utilization of the suitable material in the construction of embankments for this project. The Contractor shall be responsible for obtaining or providing any necessary areas for stockpiling earth materials. The cost stockpiling earth materials and the cost of obtaining or providing areas for necessary for stockpiling earth materials shall be included in the contract unit price bid for the various excavation items.

11.28 MAINTENANCE OF RECORDS

The Contractor shall keep adequate records and supporting documents applicable to this contractual matter. Said records and documentation will be retained by the Contractor for a minimum of five (5) years from the date of termination of this Contract. The City and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the City deems necessary during the period of this Contract and during the period of five (5) years thereafter; provided, however, such activity shall be conducted only during normal business hours. The City, during the period of time expressed by the preceding sentence, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Contractor as concerns the aforesaid records and documentation.

11.29 FEDERAL REQUIREMENTS (if applicable)

In the event this Contract is paid in whole or in part from any Federal Governmental agency or source, the specific terms, regulations and requirements governing the disbursement of these funds are incorporated by reference and made a part of this Contract as if attached hereto and become a part of this clause.

11.30 CERTIFIED PAYROLL

Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145) - as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on

Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

11.31 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708) (if applicable)
Contractor shall comply with Sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), as supplemented by Department of Labor regulations (29 CFR part 5 Davis-Bacon). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 3704 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

11.32 CLEAN AIR ACT
Contractor shall comply with the Clean Air Act (42 U.S.C. 7401 et seq.) and all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7602-7609), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 50).

11.33 FEDERAL WATER POLLUTION CONTROL ACT
Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300(h)-3(e)). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

11.34 ENVIRONMENTAL COMPLIANCE
Contractor shall comply with environmental standards which may be prescribed to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) notification of violating facilities pursuant to E.O. 11738; (c) protection of wetlands pursuant to E.O. 11990; (d) evaluation of flood hazards in floodplains in accordance with E.O. 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (1) conformity with Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (f) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (g) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

11.35 HISTORICAL & ARCHAEOLOGICAL PRESERVATION
Contractor shall comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

11.36 LEAD BASED PAINT
Contractor shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831et seq.) that prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

11.37 ENERGY POLICY & CONSERVATION ACT
Contractor shall comply with the mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

11.38 LIMITATION ON FEDERAL PARTICIPATION
Contractor shall comply with the Limitation on Federal Participation (23 CFR 1.9) pertaining to the use of Federal-aid funds.

11.39 ELECTRICAL INSTALLATIONS
All new electrical installations shall incorporate NFPA 70E Short Circuit Protective Device Coordination and Arc Flash Studies where relevant as determined by the engineer. All electrical installations shall be labeled with appropriate NFPA 70E arc flash boundary and PPE protective labels.

11.40 FDOT LAP SUPPLEMENTAL INFORMATION
The provisions in this section are in relation to this solicitation only and have not been included in the City's standard Terms and Conditions or the Scope of Work. Failure to abide by any of the below provisions may serve as grounds for disqualification for award of this contract to the firm. The below provisions and those found herein pertaining to the grant funding of this project apply to any participating Contractor and shall be further understood to be incorporated into any subsequent agreement/contract executed between the Contractor and the City. It shall be further understood that these provisions shall be incorporated into any related agreements/contracts executed between the prime Contractor and any sub-contractors.

1. LAP DIVISION I SPECIFICATIONS
1.1 Following federal funding requirements, this project shall follow LAP Division I Specifications projects provided herein. Such specifications and any applicable exemptions or amendments have been incorporated and made part of this solicitation.

2. CURRENT CAPACITY
2.1 Contractor shall ensure and certify their Firm has the financial capacity to complete the project as described herein. Certification form is contained within this solicitation package and shall be completed in its entirety.

3. CONTRACTOR PURCHASED EQUIPMENT FOR STATE OR LOCAL OWNERSHIP
3.1 The purchase of equipment for state or local ownership is not allowed as part of this contract.

4. DISADVANTAGE BUSINESS ENTERPRISE (DBE)
4.1 The Florida Department of Transportation began its DBE race neutral program January 1, 2000. Contract specific goals are not placed on Federal/State contracts; however, the Department has an overall 10.54% DBE goal it must achieve.

4.2 Contractors shall follow DBE requirements as described herein through FDOT's standard specification section 7-24.

4.3 FDOT must maintain a statewide database of all firms that are participating or attempting to participate in FHWA-assisted contracts. The list must include all firms on prime contracts or bid or quote subcontracts on FHWA-assisted projects, including both DBEs and non-DBEs. The Bid Opportunity List is used to record Bidders' information for all subcontractors or sub consultants who submitted bids to primes. All participating Bidders must enter their bid opportunity information in the Equal Opportunity Compliance (EOC) System within 3 business days of submission of the bid or proposal for all subcontractors or sub-consultants who quoted bids for FHWA-assisted projects.

5. DOMESTIC-OWNED CONTRACTOR LIMITATIONS
5.1 This request for bids or proposal shall not be limited to domestic-owned contractors and may not include or incorporate the Florida orders on business with Syria, Cuba, Iran, Sudan, and Israel. Any statements found that express the contrary shall be considered void and not applicable to the project described herein.

6. INCENTIVE/DISINCENTIVE CLAUSES
6.1 Incentive and/or Disincentive clauses are not applicable to this project and subsequent contract.

7. INDIAN PREFERENCE ON FEDERAL-AID PROJECTS (LABOR & EMPLOYMENT)

7.1 Indian preference on federal-aid projects is not applicable to this project and subsequent contract.

8. LOBBYING
8.1 General: Participating Contractors shall adhere to the Anti-Lobbying clause as provided herein. Following this clause, the participating Contractors are hereby notified they shall not have any contact, communicate with or discuss any matter relating in any way to the solicitation with any Councilperson, Evaluation Review Committee, agent or employee of the City other than the Procurement Manager or their designee.

8.2 Federal-Aid Contracts:

8.3 By participating in this solicitation and completion of affixed affidavit the Contractor certifies that to the best their knowledge:
(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard

8.4 Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions

8.5 Submission of the certification found herein is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

8.6 The Contractor also agrees by submitting their proposal that they shall require that the language of the applicable certification found herein be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

9. LOCAL VENDOR PREFERENCE EXCLUSION
9.1 Local Vendor Preference Ordinance has been waived for this solicitation and any and all references contained
herein are not applicable to this solicitation and subsequent contract.

9.2 The City's Local Vendor Preference, as it relates to Bidding preferences for local/state hiring is not applicable to this solicitation.

10. NON-COLLUSION
10.1 Contractor shall declare, through completion of the declaration form found herein and participation with this solicitation that the Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with its bid.

11. OWNER FORCE ACCOUNT/COST-EFFECTIVE JUSTIFICATION
11.1 Owner Force Account / Cost-Effective Justification is not applicable or permissible to this project and subsequent contract.

12. PATENTED/PROPRIETARY MATERIALS
12.1 Patented/Proprietary Materials are applicable to this project. FDOT Procedure No. 630-020-005 has been followed with Florida Department of Transportation approval to allow for the specified product usage as described in form no. 630-020-07 and specifications contained herein. See approved Proprietary Product

Certification Dated: January 1, 2025, issued by FDOT District 1.

13. PREQUALIFICATION
13.1 Florida Law (Chapter 337.14 F.S.) And Rules of the State of Florida, Department of Transportation, (Chapter 14-22, F.A.C.) require contractors to be prequalified with the Florida Department of Transportation in order to bid for the performance of road, bridge, or public transportation construction contracts greater than $250,000.00. Contractors shall be prequalified as required by FDOT and as stated herein.

14. PREVAILING MINIMUM WAGE
14.1. Payment of predetermined minimum wages applies. The U.S. Department of Labor (USDOL) Wage Rates applicable to this contract are stated herein and applicable General Decisions(s) (Wage Tables) are obtainable through the Department's Office of Construction website.

15. PUBLIC AGENCIES IN COMPETITION WITH THE PRIVATE SECTOR
15.1. The City does not allow other Public Agencies to compete with or bid on construction projects against the private sector.

16. PUBLICY-OWNED EQUIPMENT
16.1. The City does not allow publicly owned equipment in contract.

17. STATE (FLORIDA OR OTHER) PRODUCED MATERIALS
17.1. The City affirms that preference is not given to Contractors who purchase materials from Florida or any other specifically designated state.

18. STATE/LOCAL OWNED/FURNISHED/DESIGNATED MATERIALS
18.1. All materials required for this project shall be furnished by the Contractor. Materials shall not be furnished by the City nor purchased through way of Direct Material Purchase Order.

19. DEBARMENT & SUSPENSION
19.1. By participating in this solicitation and completion of affixed affidavit the Contractor certifies that:
a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
e. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
f. If, at any point during the term of this contract, the Contractor or any principals thereof are found to be on a federal or state debarment list, or if federal or state debarment action is initiated against the contractor or their principals during this time period, this contract shall be immediately rendered null and void.
g. If debarment action has been taken against any subcontractor, the Contractor shall provide an alternative subcontractor within 10 days of notification. The debarred subcontractor may not work on the project.

20. CONTRACT TERMINATION
20.1. MATERIAL BREACH A Contractor may be Terminated for Cause by the City, at the sole discretion of the Procurement Manager, for failing to perform a contractual requirement or for a material breach of any term or condition. A material breach of a term or condition of the Agreement may include but is not limited to 1. Contractor failure to perform services or deliver materials, supplies, or equipment by the date required or by an alternate date as mutually agreed in a written amendment to the Agreement; 2. Contractor failure

to carry out any warranty or fails to perform or comply with any mandatory provision of the Agreement; 3. Contractor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder; 4. Contractor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the Contractor's proper performance hereunder; 5. Appointment of any receiver, trustee, or similar official for Contractor or any of the Contractor's property and such appointment endangers the Contractor's proper performance hereunder; 6. A determination that the Contractor is in violation of federal, state, or local laws or regulations and that such determination renders the Contractor unable to perform any aspect of the Agreement.

20.2. OPPORTUNITY TO CURE In the event that Contractor fails to perform a contractual requirement or materially breaches any term or condition, the City may issue a written cure notice. The Contractor may have a period of time in which to cure. The City is not required to allow the Contractor to cure defects if the opportunity for cure is not feasible as, determined solely within the discretion of the City. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages or otherwise affect any other remedies available against Contractor under the Agreement or by law. If the breach remains after Contractor has been provided the opportunity to cure, the City may do any one or more of the following:
1. Exercise any remedy provided by law;
2. Terminate this Agreement and any related contracts or portions thereof;
3. Procure replacements and impose damages as set forth elsewhere in this Agreement, if applicable;
4. Impose actual or liquidated damages;
5. Suspend or bar Contractor from receiving future solicitations or other opportunities; 6. Require Contractor to reimburse the City for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the Agreement.

20.3. TERMINATION FOR CAUSE In the event the Procurement Manager, in their sole discretion, determines that the Contractor has failed to comply with the conditions of this Agreement in a timely manner or is in material breach, the Procurement Manager has the right to terminate this Agreement, in part or in whole. The Procurement Management Director shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within thirty (30) calendar days or as otherwise specified by the Procurement Manager, or if such corrective action is deemed by the City to be insufficient, the Agreement may be terminated. The City reserves the right to further payments or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the Contractor or a decision by the City to terminate the Agreement. In the event of termination, the City shall have the right to procure any replacement materials, supplies, services and/or equipment that are the subject of this Agreement on the open market. In addition, the Contractor shall be liable for damages as authorized by law including, but not limited to, any price difference between the original Agreement and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. If it is determined that: (1) the Contractor was not in material breach; or (2) failure to perform was outside of Contractor's or its subcontractor's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience." The rights and remedies of the City provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

20.4. TERMINATION FOR CONVENIENCE Except as otherwise provided in this Agreement, the City, at the sole discretion of the Procurement Manager, may terminate this Agreement, in whole or in part by giving thirty (30) calendar days written notice beginning on the second day after mailing to the Contractor. If this Agreement is so terminated, the City shall be liable only for payment required under this Agreement for properly authorized services rendered, or materials, supplies and/or equipment delivered to and accepted by the City prior to the effective date of Agreement termination. The City shall have no other obligation whatsoever to the Contractor for such termination.

21. WARRANTY CLAUSES
21.1. Warranty, Warranty Bond, or Maintenance Bond provisions shall be for a specific construction product of feature. Items of maintenance are not eligible under federal projects and shall thus not be covered. General condition warranties for an entire project are prohibited under this contract. Transfer of product warranties is allowed under this contract.

22. INSPECTOR GENERAL
22.1. Pursuant to FL § 20.55(5), Consultant shall cooperate and comply with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to FL § 20.55.

23. CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT
23.1. The successful firm awarded a contract in excess of $150,000 agrees to comply with all applicable standards,
orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

24. CONFLICT OF INTEREST
24.1. In addition to other Conflict of Interest terms contained herein, no member, officer or employee of the City during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in the Contract or the proceeds thereof.

25. CHANGES
25.1. Changes to any federal grant or federally funded cooperative agreement shall be in writing, executed by change order and the costs of any change, modification, change order, or constructive change must be allowable, allocable, and within the original scope of the federal grant or federal cooperative agreement. Changes should be reasonable and necessary for the completion of the original project scope. Any changes must be permissible under state, local and federal laws. Any change recommended and accepted by both parties, in writing, will not be considered a contract breach. Modifications to alter the method, price, or schedule of the work for any reason shall be completed following the terms and provisions of the associated contract documents. No changes to the contract documents or the performance provided shall be made unless the same is in writing and signed by both the Contractor and the City.

25.2. Any and all changes shall be in writing, executed by change order, and reviewed and approved by FDOT. FDOT approval is required for all changes. Changes shall be submitted to the City Project Manager who will submit for FDOT approval.

26. WAIVERS OF CLAIMS
Once the Contract associated with this Solicitation expires, or final payment has been requested and made, the Contractor shall have waived any claims against the City concerning such Contract, except those previously made in writing and identified by the Contractor as unsettled at the time of the final application for payment.

27. GRANT/FUNDING SPECIAL REQUIREMENTS
To the fullest extent provided by law, the Contractor shall indemnify, defend, and hold harmless the City, Florida Department of Transportation, and Florida Commerce, and its officers, agents, and employees, against any actions claims or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Contractor, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Contractor hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by Contractor to indemnify the City for the negligent acts or omissions of City, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by Contractor to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of the Contractor's Agreement.

In addition to the City, the State of Florida, Department of Transportation shall also be listed as additional insured and certificate holder.

The additional certificate holder shall read:
State of Florida Department of Transportation
605 Suwannee Street
Tallahassee, Florida 32399-0450

28. CONTRACT ADMINISTRATION

Designated Contact:

The Awarded Bidder shall appoint a person(s) to act as a primary contact for all City departments. This person or their designee shall be readily available during normal working hours by phone or in person and shall be knowledgeable of the terms and procedures involved. The City requires that the Awarded Bidder provide the name of a contact person(s) and phone number(s) which will afford the City access twenty-four (24) hours per day, 365 days per year, in the event of major breakdowns or natural disasters.

Basis of Award:

The City shall issue a Notice of Intent to Award to the lowest Responsive and Responsible Bidder who submits a Bid. In the event the lowest Responsive and Responsible Bid exceeds the architectural or engineering cost estimates or the amount of available funds, the City Manager or designee may, when time or economic considerations preclude re-bidding of Work of a reduced scope, negotiate an adjustment of the Scope of Work with the lowest Responsive and Responsible Bidder, in order to bring the Bid within the amount of available funds.

The City reserves the right to make Award(s) by individual item, group of items, all or none, or a combination thereof. The City reserves the right to reject any and all Bids or to waive any minor irregularity or technicality in the Bids received. Award shall be made to the lowest Responsible and Responsive Bidder(s) within the category chosen for basis of Award.

Contract:

The Awarded Bidder will be required to enter into the Contract with the City and will be required to perform the Work in accordance with the Contract terms and conditions. The draft Contract is attached to this Solicitation and incorporated herein by reference.

Records:

Retention: The Bidder shall maintain such financial records and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. Unless otherwise stated in the Specifications, the Bidder shall retain these records for a period of ten (10) years after final payment, or until they are audited by the City, whichever event occurs first. Right to Audit/Disclosure: These records shall be made available during the term of the Contract as well as the retention period. These records shall be made readily available to City personnel with reasonable notice and other persons in accordance with the Florida General Records Schedule. Awarded Bidder(s) are hereby informed of their requirement to comply with Chapter 119, F.S., specifically to:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Bidder or keep and maintain public records required by the City to perform the service. If the Bidder transfers all public records to the City upon completion of the Contract, the Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Bidder keeps and maintains public records upon completion of the Contract, the Bidder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

29. CONTRACTORS CLAIMS
When the Contractor deems that extra compensation or a time extension is due beyond that agreed to by the Engineer, whether due to delay, additional work, altered work, differing site conditions, breach of Contract, or for any other cause, the Contractor shall follow the procedures set forth herein for preservation, presentation and resolution of the claim. The procedure is outlined in FDOT LAP Division One Specification 5-12 (claims) and 8-7.3.2 (time extensions) (refer to Attachment QQ).

ARTICLE 12. NOTICE TO CONTRACTOR REGARDING FEDERAL FUNDING

When property or services are procured using funds derived from a Federal grant or Agreement whether direct to the City or "pass-through" from another entity, the City is required to and will follow the Federal procurement standards in the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", 2 C.F.R. Part 200, Sections 200.318 through 200.327.

CONTRACTOR, further referred to as CONTRACTOR within this section, shall work with the City under this Agreement to assure that it will comply with the following statutes and regulations to the extent applicable:
(1) 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Appendix II
(2) The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
(3) Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
(4) 31 CFR Part 25 Rules and Procedures for Funds Transfers

Contract Cost and Price: For every procurement in excess of the Simplified Acquisition Threshold, including contract modifications, the City shall perform a cost or price analysis in connection with every procurement subject to Federal procurement guidelines, which shall include an independent estimate of cost prior to issuing bids or proposals. For proposals where price is not considered in the award, profit shall be negotiated as a separate element of the price. In determining whether profit is fair and reasonable, the City shall consider the complexity of work, the risk to be borne by the CONTRACTOR, the CONTRACTORS investment, the amount of subcontracting necessary, the quality of the CONTRACTORS record and past performance, and industry profit rates for the surrounding geographical area. "Cost Plus Percentage" methods for determining profit may not be used.

FEDERAL CLAUSES
1. EQUAL EMPLOYMENT OPPORTUNITY:
1.1. During the performance of this contract, the CONTRACTOR agrees as follows:
1.1.1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
1.1.2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
1.1.3. The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other

employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the
CONTRACTOR's legal duty to furnish information.
1.1.4. The CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the CONTRACTOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
1.1.5. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
1.1.6. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
1.1.7. In the event of the CONTRACTOR's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
1.1.8. The CONTRACTOR will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-CONTRACTOR. The CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-CONTRACTOR as a result of such direction, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

2. MAINTENANCE OF RECORDS:
2.1. The CONTRACTOR will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices, and materials provided and performed pursuant to the requirements of this agreement. Said records and documentation will be retained by the CONTRACTOR for a minimum of five (5) years from the date of termination of this agreement, or for such period is required by law.
2.2. CONTRACTOR shall provide when requested, access by the City, Federal granting agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the
CONTRACTOR which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
2.3. CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
2.4. CONTRACTOR agrees to provide the GRANT AGENCY Administrator or their authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
2.5. CONTRACTOR shall retain all records associated with this solicitation and any agreements that are created in response to the solicitation for a period of no less than six (6) years after final payments and all other pending matters are closed.
2.6. The City and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the City deems necessary during the period of

this agreement, and during the period as outlined in the paragraphs above; provided, however, such activities shall be conducted only during normal business hours of the CONTRACTOR and at the expense of the City.

3. DHS SEAL, LOGO, AND FLAGS:
3.1. The CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific GRANT AGENCY preapproval. The CONTRACTOR shall include this provision in any subcontracts.

4. LOCAL VENDOR PREFERENCE EXCLUSION:
4.1. Local Vendor Preference Ordinance has been waived for this service/purchase request and any and all references contained herein are non-applicable to this request and subsequent contract and/or purchase order(s).

5. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, and EXECUTIVE ORDERS:
5.1. This is an acknowledgment that GRANT AGENCY financial assistance will be used to fund all or a portion of the contract. The CONTRACTOR will comply with all applicable federal law, regulations, executive orders, GRANT AGENCY policies, procedures, and directives.

6. NO OBLIGATION BY THE FEDERAL GOVERNMENT:
6.1. The Federal Government is not a party to this solicitation and/or contract and is not subject to any obligations or liabilities to the non- Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the Solicitation.

7. FRAUD and FALSE OR FRAUDULENT OR RELATED ACTS:
7.1. The CONTRACTOR acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTORS actions pertaining to this solicitation and/or contract.

8. SUBCONTRACTS:
8.1. The selected firm must require compliance with all federal requirements of all sub-CONTRACTORs performing work for Prime CONTRACTOR under this Agreement, by including these federal requirements in all contracts with sub-CONTRACTORS.

9. CONFLICT OF INTEREST:
9.1. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officers, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from CONTRACTORS or parties to subcontracts.

10. EMPLOYMENT ELIGIBILITY VERIFICATION SYSTEM (E-VERIFY):
10.1. Statutes and Executive Orders require employers to abide by the Immigration laws of the United States and to employ only individuals who are eligible to work in the United States. The Employment Eligibility Verification System (E-Verify) operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) to provides an internet-based means of verifying the employment eligibility of workers in the United States; it is not a substitute for any other employment eligibility verification requirements.
10.2. Sub-CONTRACTOR requirement: Vendors shall require all subcontracted vendors to flow down the requirement to use E-Verify to sub-CONTRACTORS.
10.3. It shall be the vendor’s responsibility to familiarize themselves with all rules and regulations governing this program.
10.4. For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: http://www.dhs.gov/E-Verify.

11. ENERGY POLICY AND CONSERVATION ACT:
11.1. CONTRACTOR must follow any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

12. SMALL AND MINORITY BUSINESS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:
12.1. If subcontracts are to be let, the prime CONTRACTOR is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
a) Place qualified small and minority businesses and women's business enterprises on solicitation lists.
b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
c) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
d) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
e) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.

13. DOMESTIC PREFERENCES FOR PROCUREMENT (2 C.F.R. § 200.322):
13.1. As appropriate and to the greatest extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all sub-awards including all contracts and purchase orders for work or products under this award. 2 C.F.R. § 200.322 also provides specific definitions for "Produced in the United States" and "manufactured products" that states should review.
13.1.1. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
13.1.2. Manufactured product means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

14. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS OR SERVICES (2 C.F.R. § 200.216):
14.1 The Contractor shall comply with 2 C.F.R. § 200.216, Prohibition on Contracting for Covered Telecommunications Equipment or Services:
(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
(b) Prohibitions.
(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system,

or as critical technology of any system;
(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
(c) Exceptions.
(1) This clause does not prohibit contractors from providing—
(i) A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or
(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
(2) By necessary implication and regulation, the prohibitions also do not apply to:
(i) Covered telecommunications equipment or services that:
i. Are not used as a substantial or essential component of any system; and
ii. Are not used as critical technology of any system.
(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
(d) Reporting requirement.
(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or sub-recipient unless elsewhere in this contract are established procedures for reporting the information.
(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause:
Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent the use or submission of covered telecommunications equipment or services and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments."

15. TERMINATION FOR CAUSE AND/OR CONVENIENCE (for projects greater than $10,000):
15.1. MATERIAL BREACH A Contractor may be Terminated for Cause by the City, at the sole discretion of the Procurement Manager, for failing to perform a contractual requirement or for a material breach of any term or condition. A material breach of a term or condition of the Agreement may include but is not limited to:
1. Contractor failure to perform services or deliver materials, supplies, or equipment by the date required or by an alternate date as mutually agreed in a written amendment to the Agreement;
2. Contractor failure to carry out any warranty or fails to perform or comply with any mandatory provision of the Agreement;
3. Contractor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder;
4. Contractor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the Contractor's proper performance hereunder;
5. Appointment of any receiver, trustee, or similar official for Contractor or any of the Contractor's property and such appointment endangers the Contractor's proper performance hereunder;
6. A determination that the Contractor is in violation of federal, state, or local laws or regulations and that

such determination renders the Contractor unable to perform any aspect of the Agreement.

15.2. OPPORTUNITY TO CURE In the event that Contractor fails to perform a contractual requirement or materially breaches any term or condition, the City may issue a written cure notice. The Contractor may have a period of time in which to cure. The City is not required to allow the Contractor to cure defects if the opportunity for cure is not feasible as, determined solely within the discretion of the City. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages or otherwise affect any other remedies available against Contractor under the Agreement or by law. If the breach remains after Contractor has been provided the opportunity to cure, the City may do any one or more of the following:
1. Exercise any remedy provided by law;
2. Terminate this Agreement and any related contracts or portions thereof;
3. Procure replacements and impose damages as set forth elsewhere in this Agreement, if applicable;
4. Impose actual or liquidated damages;
5. Suspend or bar Contractor from receiving future solicitations or other opportunities;
6. Require Contractor to reimburse the City for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the Agreement.

15.3. TERMINATION FOR CAUSE In the event the Procurement Manager, in his/her sole discretion, determines that the Contractor has failed to comply with the conditions of this Agreement in a timely manner or is in material breach, the Procurement Management Director has the right to terminate this Agreement, in part or in whole. The Procurement Management Director shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within thirty (30) calendar days or as otherwise specified by the Procurement Manager, or if such corrective action is deemed by the City to be insufficient, the Agreement may be terminated. The City reserves the right to withhold further payments or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the Contractor or a decision by the City to terminate the Agreement. In the event of termination, the City shall have the right to procure any replacement materials, supplies, services and/or equipment that are the subject of this Agreement on the open market. In addition, the Contractor shall be liable for damages as authorized by law including, but not limited to, any price difference between the original Agreement and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. If it is determined that: (1) the Contractor was not in material breach; or (2) failure to perform was outside of Contractor's or its subcontractor’s control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience." The rights and remedies of the City provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

15.4. TERMINATION FOR CONVENIENCE Except as otherwise provided in this Agreement, the City, at the sole discretion of the Procurement Manager, may terminate this Agreement, in whole or in part by giving thirty (30) calendar days written notice beginning on the second day after mailing to the Contractor. If this Agreement is so terminated, the City shall be liable only for payment required under this Agreement for properly authorized services rendered, or materials, supplies and/or equipment delivered to and accepted by the City prior to the effective date of Agreement termination. The City shall have no other obligation whatsoever to the Contractor for such termination.

16. CHANGES:
Changes to any federal grant or federally funded cooperative agreement shall be in writing, executed by change order and the costs of any change, modification, change order, or constructive change must be allowable, allocable, and within the original scope of the federal grant or federal cooperative agreement. Changes should be reasonable and necessary for the completion of the original project scope. Any changes must be permissible under state, local and federal laws. Any change recommended and accepted by both parties, in writing, will not be considered a contract breach. Modifications to alter the method, price, or schedule of the work for any reason shall be completed following the terms and provisions of the associated contract documents. No changes to the contract documents or the performance provided shall be made unless the same is in writing and signed by both the CONTRACTOR and the City.

17. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS:
The CONTRACTOR grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including preparing derivative works, distributing copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the CONTRACTOR will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the CONTRACTOR will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City."

18. TIME & MATERIAL, TIME & EQUIPMENT, FIRM FIXED PRICE LUMP SUM CONTRACTS:
Time and materials, time and equipment, firm fixed price lump sum contracts are not allowed for this project.

19. SUSPENSION AND DEBARMENT (for projects greater than $25,000):
19.1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONTRACTOR is required to verify that none of the CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2
C.F.R. §180.935).
19.2. The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
19.3. This certification is a material representation of fact relied upon by the awarded CONTRACTOR. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt.180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Lee City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
19.4. The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower-tier covered transactions.
19.5. If, at any point during the term of this contract, the CONTRACTOR or any principals thereof are found to be on a federal or state debarment list, or if federal or state debarment action is initiated against the contractor or their principals during this time period, this contract shall be immediately rendered null and void. If debarment action has been taken against any subcontractor, the CONTRACTOR shall provide an alternative subcontractor within 10 days of notification. The debarred subcontractor may not work on the project.

20. RECOVERED MATERIALS (for projects greater than $10,000):
20.1. In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
• Competitively within a timeframe providing for compliance with the contract performance schedule;
• Meeting contract performance requirements; or
• At a reasonable price.
20.2. Information about this requirement is available on the EPA'S Comprehensive Procurement Guidelines website, http://www.epa.gov/cpg/ The list of EPA- designate items is available at http://www.epa.gov/cpg/products/htm
20.3. The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 or the Solid Waste Disposal Act.

21. OTHER REMEDIES AND RIGHTS:
21.1. Pursuing any of the above remedies will not keep the City from pursuing any other rights or remedies, which may be otherwise available under law or in equity. If the City waives any right or remedy in this

Agreement or fails to insist on strict performance by the CONTRACTOR, it will not affect, extend, or waive any other right or remedy of the City, or affect the later exercise of the same right or remedy by the City for any other default by the CONTRACTOR.
21.2. Unless otherwise provided by the Contract, all claims, counterclaims, disputes, and other matters in question between the City and the CONTRACTOR arising out of or relating to the Agreement between the parties, or the breach of it, that cannot be resolved by and between the parties after conferring in good faith, will be decided by a court of competent jurisdiction pursuant to Florida law. If such a dispute is in state court, the venue shall be in the Twentieth Judicial Circuit Court in and for Lee County, Florida. If in federal court, the venue shall be in the U.S. District Court for the Middle District of Florida, Ft. Myers Division.

22. CONTRACT WORK HOURS & SAFETY STANDARDS (40 U.S.C. 3701-3708): (for projects greater than $100,000):
22.1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
22.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause outlined in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or territory, to such District or such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause outlined in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause outlined in paragraph (1) of this section.
22.3. Withholding for unpaid wages and liquidated damages. The State of Florida Division of Emergency Management shall upon its action or written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any money payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause outlined in paragraph (2) of this section.
22.4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses outlined in paragraph.
(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses outlined in paragraphs (1) through (4) of this section.

23. CLEAN AIR ACT (for projects greater than $150,000):
23.1. The contractor agrees to comply with all applicable standards, orders, or regulations issued under the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
23.2. The contractor agrees to report each violation to the GRANT AGENCY and the Regional Office of the Environmental Protection Agency and understands and agrees that the GRANT AGENCY and the Regional Office of the Environmental Protection Agency will, in turn, report each violation as required to assure notification to the City, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
23.3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by GRANT AGENCY.

24. FEDERAL WATER POLLUTION CONTROL ACT:
24.1. The contractor agrees to comply with all applicable standards, orders, or regulations issued under the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
24.2. The contractor agrees to report each violation to the GRANT AGENCY and the Regional Office of the

Environmental Protection Agency and understands and agrees that the GRANT AGENCY and the Regional Office of the Environmental Protection Agency will, in turn, report each violation as required to assure notification to the City, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
24.3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by GRANT AGENCY.

25. BYRD ANTI-LOBBYING AMENDMENT (for projects greater than $100,000):
25.1. CONTRACTORs who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.

26. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:
26.1. If the Federal award meets the definition of “funding agreement” under 37C.F.R. § 401.2(a) and the City enters into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the City must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the Federal Awarding Agency. See 2 C.F.R. Part 200, Appendix II(F).

27. FLY AMERICA REQUIREMENTS:
27.1. The CONTRACTOR agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to 4 the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

28. AMERICANS WITH DISABILITIES ACT (ADA):
28.1. All design and construction must be accessible to individuals with disabilities pursuant to Titles II and III of the Americans with Disabilities Act.

29. CARGO PREFERENCE:
29.1. The Cargo Preference requirements apply to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.
29.2. Use of United States – Flag Vessels:
29.3. The CONTRACTOR agrees to use privately owned United States- Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying Contract to the extent such vessels are available at fair and reasonable rates for United States- Flag commercial vessels.
29.4. Furnish within twenty (20) business days following the date of loading for shipments originating within the United States or within thirty (30) business days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding 6 paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to LCBOCC (through the Contractor in the case of a subcontractor's bill-of-lading.)

29.5. Include these requirements in all subcontracts issued pursuant to the Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

30. SEISMIC SAFETY REQUIREMENTS FOR THE CONSTRUCTION OF NEW BUILDINGS OR ADDITION TO EXISTING BUILDINGS:
30.1. CONTRACTOR agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 C.F.R. Part 41 and will certify compliance to the extent required by the regulation. The CONTRACTOR also agrees to ensure that all Work performed under the Contract including Work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

31. ENERGY CONSERVATION:
31.1. CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the Florida energy conservation plan issued in compliance with the Energy Policy and Conservation Act, as amended, 42 USC § 6321 *et seq.,* and perform an energy assessment for any building constructed, reconstructed, or modified with Federal funds required under Federal regulations, “Requirements for Energy Assessment,” 49 CFR part 622, subpart C.

32. DAVIS-BACON ACT:
32.1. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.
32.2. Minimum wages
i. All laborers and mechanics employed or working upon the site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis - Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (a)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the CONTRACTOR and its sub-CONTRACTORS at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
ii.(A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which

is not listed in the wage determination, and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
1. Except with respect to helpers as defined as 29 C.F.R. 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
4. With respect to helpers as defined in 29 C.F.R. 5.2(n) (4), such a classification prevails in the area in which the work is performed.
(B) If the CONTRACTOR and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.
(C) In the event the CONTRACTOR, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.
(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a) (ii) (B) or (C) of this section, shall be paid to all workers performing Work in the classification under the Contract from the first day on which Work is performed in the classification.
32.3 Withholding – Bonita Springs City Council shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the CONTRACTOR under the Contract or any other Federal contract with the same prime CONTRACTOR, or any other federally- assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime CONTRACTOR, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the CONTRACTOR or any sub-CONTRACTOR the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, LCBOCC may, after written notice to the CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
32.4 Payrolls and basic records
i. Payrolls and basic records relating thereto shall be maintained by the CONTRACTOR during the course of the Work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the Work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid Whenever the Secretary of Labor has found under 29 C.F.R. 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the CONTRACTOR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. CONTRACTORS employing apprentices

or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
ii.(A) The CONTRACTOR shall submit weekly for each week in which any Contract Work is performed a copy of all payrolls to LCBOCC for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a) (3) (i) of Regulations, 29 C.F.R. part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime CONTRACTOR is responsible for the submission of copies of payrolls by all sub-CONTRACTORS.
(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the CONTRACTOR or sub-CONTRACTOR or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:
1. That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 C.F.R. part 5 and that such information is correct and complete;
2. That each laborer or mechanic (including each helper, apprentice, and trainee employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. part 3;
3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of Work performed, as specified in the applicable wage determination incorporated into the Contract.
(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (c) (i) (B) of this section.
(D) The falsification of any of the above certifications may subject the CONTRACTOR or sub-CONTRACTOR to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
iii. The CONTRACTOR or sub-CONTRACTOR shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the CONTRACTOR or sub-CONTRACTOR fails to submit the required records or to make them available, the Federal agency may, after written notice to the CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. 5.12.
32.5 Apprentices and trainees
i. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the Work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the CONTRACTOR as to the entire Work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any apprentice performing Work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. Where a CONTRACTOR is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the CONTRACTOR's or sub-CONTRACTOR’s registered program

shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen's hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the CONTRACTOR will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.

ii. Trainees - Except as provided in 29 C.F.R. 5.16, trainees will not be permitted to work at less than the predetermined rate for the Work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at no less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any trainee performing Work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the CONTRACTOR will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.

iii. Equal Employment Opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. part 30.

32.6 Compliance with Copeland Act requirements. The CONTRACTOR shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in the Contract.

32.7 Subcontracts. The CONTRACTOR or sub-CONTRACTOR shall insert in any subcontracts the clauses contained in 29 C.F.R. 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the sub-CONTRACTORS to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any sub-CONTRACTOR or lower-tier sub- CONTRACTOR with all the Contract clauses in 29 C.F.R. 5.5.

32.8 Contract termination: debarment. A breach of the Contract clauses in 29 C.F.R. 5.5 may be grounds for
termination of the Contract, and for debarment as a CONTRACTOR and a sub-CONTRACTOR as provided in 29 C.F.R. 5.12.

32.9 Compliance with Davis - Bacon and Related Act requirements. All rulings and interpretations of the Davis - Bacon and Related Acts contained in 29 C.F.R. parts 1, 3, and 5 are herein incorporated by reference in the Contract.

32.10 Disputes concerning labor standards. Disputes arising out of the labor standards provisions of the Contract shall not be subject to the general disputes clause of the Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the CONTRACTOR (or any of its sub-CONTRACTORS) and the Contracting agency, the U.S. Department of Labor, or the employees or their

representatives.
32.11 Certification of eligibility
i. By entering into the Contract, the CONTRACTOR certifies that neither it (nor he or she) nor any person or firm who has an interest in the CONTRACTOR's firm is a person or firm ineligible to be awarded Government Contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).
ii. No part of the Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).
iii. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

33. COPELAND ANTI-KICKBACK ACT:
33.1. Recipient and sub-recipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
33.2. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
33.3. Compliance
33.3.1. CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. §3145, and the requirements of 29 C.F.R. pt. 3, which are incorporated by reference into the Contract.
33.3.2. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime CONTRACTOR shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with all of these contract clauses.
33.3.3. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

34. BUILD AMERICA, BUY AMERICA ACT (BABA) – INFRASTRUCTURE PROJECTS
34.1 If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:
34.1.1. All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
34.1.2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of Domestic content of the manufactured product has been established under applicable law or regulation; and 34.1.3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.
34.1.4. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at tor before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

35. INVESTING IN AMERICA
35.1 If applicable, Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, must include the following provision:
35.1.1. Signage Requirements
35.1.1.1. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must

identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.
35.1.1.2. The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.dpa.gov/invest/investing-america-signage
35.1.1.3. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

This Contract may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement, and, in making proof of this Contract, it shall not be necessary to produce or account for more than one such counterpart.

In witness whereof, City and Contractor have signed this Contract in quadruple. One counterpart has been retained by the City Clerk, one part has been delivered to the City Public Works Department, and two parts have been delivered to the Contractor. All portions of the Contract Document have been signed or identified by City and Contractor on their behalf.

By (printed): _____

By (signature): _____

Title: _____

_____
Company Name

(CORPORATE SEAL)

(This space intentionally left blank)

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by

_____.
(Name of person acknowledged)

He/she is personally known to me or who has produced _____ as identification. (Type of identification)

_____ _____
(Signature of Notary Public) (Name typed, printed or stamped)

CITY OF BONITA SPRINGS

ATTEST:

By: _____
Mayor

By: _____
City Clerk

APPROVED AS TO FORM

Date: _____

By: _____
City Attorney's Office

ATTACHMENT A

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Vendor Covered Transactions

a. The prospective vendor certifies, by submission of this Annual Agreement, that neither it nor its principles are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

b. Where the vendor is unable to certify to the above statement, the prospective vendor shall attach an explanation to this form.

VENDOR

_____ _____
Company Name Unique Entity ID # (from SAM.gov)

_____ _____
Signature Date

_____
Print Name and Title

_____
Street Address

_____
City, State, Zip

For City of Bonita Springs use only

To access the debarment search: https://www.sam.gov/SAM/ > Search Records tab > Enter DUNS number > Click Search

Company: [ ] is debarred [ ] is not debarred

Verified by: _____ Date: _____
Name

ATTACHMENT B

Scrutinized Companies & Foreign Countries of Concern Statement

SWORN STATEMENT UNDER SECTION 287.135(5) and SECTION 287.138(2) (a)-(c), FLORIDA STATUTES: 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 for **RFB 25-31 East Terry Street Stormwater and Multi-Use Pathway Project**

2. This sworn statement is submitted by_____ whose business
[Name of entity submitting sworn statement]

   Address is_____and (if

   applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has no
   FEIN, include the Social Security Number of the individual signing this sworn statement:_____.

3. My name is _____ and my relationship to the above is
[Please print name of individual signing]
   _____.

4. I understand that "awarding body" as defined in section 287.135(1) (a), Florida Statutes, means, for purposes of state contracts, an agency or the department, and for purposes of local contracts, the governing body of the local governmental entity.

1. I understand that “Boycott of Israel” as defined in section 287.135(1) (b), Florida Statutes, has the same meaning as defined in s. 215.4725.

6. I understand that "business operations" as defined in section 287.135(1) (c), Florida Statutes, means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

7. I understand that “foreign country of concern” as defined in section 287.138(1) (c), Florida Statutes, means the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

8. I understand that “local governmental entity” as defined in section 287.135(1) (d) and section 287.138(1) (d) means a county, municipality, special district, or other political subdivision of the state.

9. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **[Please indicate which statements apply].**

☒ Scrutinized Companies that Boycott Israel List (bid, proposal or contract renewal for any amount)

[ ] The entity submitting this sworn statement is not on the Scrutinized Companies that Boycott Israel List.

[ ] The entity submitting this sworn statement is on the Scrutinized Companies that Boycott Israel

List.

☐ **Scrutinized Companies with Activities in Sudan List (bid, proposal or contract renewal for $1 Million or more)**

[ ] The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in Sudan List.

[ ] The entity submitting this sworn statement is on the Scrutinized Companies with Activities in Sudan List.

☐ **Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (bid, proposal or contract renewal for $1 Million or more)**

[ ] The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

[ ] The entity submitting this sworn statement is on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

☐ **Business Operations in Cuba or Syria (bid, proposal or contract renewal for $1 Million or more)**

[ ] The entity submitting this sworn statement does not have business operations in Cuba or Syria.

[ ] The entity submitting this sworn statement does have business operations in Cuba or Syria.

☒ **Foreign Country of Concern (bid, proposal or contract renewal for any amount)**

[ ] The entity submitting this sworn statement does not have a "controlling interest" regarding any of the countries on the Foreign Country of Concern list.

The City will follow Florida Statute §287.135. If the City determines this Vendor has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel after the contract is executed, the contract may be terminated by the City by written notification. If the City determines this Vendor is found to have submitted a false certification, placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations with Cuba or Syria, the City shall notify the Vendor of its determination by written notification.

The City will follow Florida Statute §287.138. If the City determines this Vendor has a controlling interest with a "foreign country of concern" as listed herein after the contract is executed, the contract may be terminated by the City by written notification.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this attachment, Scrutinized Companies Statement, is truthful and correct at the time of submission.

_____

AFFIANT Typed Name of AFFIANT

_____

Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this _____ day of _____,

2026, by _____ as _____

of _____, who personally swore or affirmed that he/she is

authorized to execute this document and thereby bind the Corporation, and who is personally

known to me OR has produced _____ as identification.

_____

NOTARY PUBLIC, State of _____

(stamp)

For City of Bonita Springs use only

To access the lists: http://www.sbafla.com/fsb/ > Funds We Manage tab > FRS Pension Plan - Global Governance Mandates > Global Governance Mandate Quarterly Reports > most current quarter

Scrutinized Companies that Boycott Israel List:
[ ] entity is **NOT** on list [ ] entity is on list

Scrutinized Companies with Activities in Sudan List:
[ ] entity is **NOT** on list [ ] entity is on list

Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List:
[ ] entity is **NOT** on list [ ] entity is on list

Business Operations in Cuba or Syria:
[ ] entity is **NOT** on list [ ] entity is on list

Verified by:_____
Date:_____
Print Name

ATTACHMENT C
Conflict of Interest Affidavit

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Project Manager, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

Firm: _____

Signature and Date: _____

Print Name _____

Title of Signatory _____

State of _____

County of _____

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20_____, by _____, who is personally known to me to be the _____ for the Firm, OR who produced the following identification _____.

_____
Notary Public

_____
My Commission Expires

ATTACHMENT D
CITY OF BONITA SPRINGS CONSTRUCTION CONTRACT
FIELD CHANGE ORDER

No. _____

Project No.: _____ Bid No.: _____ Contract No.: _____ Date: _____

Contract/Project Name: _____

Request By: _____

It is hereby requested, agreed, and authorized that the following field change(s) in the work required by the contract documents be made:

Description of the change:

_____

Indicate drawings and/or specification affected by this change:

_____

CONDITIONS TO THIS CHANGE ORDER:

It is hereby understood and agreed that the above described field change will not involve:

(A) any change in the Contract Price, or
(B) any change in the Contract Completion Time, or
(C) any change that would be inconsistent with the scope of the Contract Documents.

NOTE: If this change affects prior approvals for permits granted by any agency, written documentation of that agency's approval of the change is required prior to commencing this change.

CONTRACTOR ACCEPTANCE

By: _____
Contractor's Business Name

By: _____
Contractor's Signature

_____
(Title)

CONSULTANT'S RECOMMENDATION (if applicable)

By: _____
(Print Name of Consultant)

By: _____
Consultant's Signature Date

CITY APPROVAL AND AUTHORIZATION

By: _____
(Print Name) Department Director or
Designated Project Manager

By: _____
Department Director or Designated Project
Manager's Signature Date

Copies to: Contractor (Top Copy)
City Clerk
Public Works

ATTACHMENT E
CITY OF BONITA SPRINGS CONSTRUCTION CONTRACT
CHANGE ORDER - TYPE II

CONTRACT/PROJECT NAME: _____

CONTRACTOR: _____

CONTRACT NO: _____ BID NO.: _____

CHANGE REQUESTED BY: _____ DATE OF REQUEST: _____

Upon the completion and execution of this Change Order by both parties to the Contract, and upon the CITY issuing the CONTRACTOR a written Notice to Proceed, the CONTRACTOR will be authorized to and shall proceed to make the following changes in the Contract Documents:

Description:

Purpose of Change Order:

Attachments (List documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price	Original Contract Time
$ _____	_____ Calendar Days
Previous Change Orders No. _____ to No. _____ Change Orders	Net change from previous Change Orders
$ _____	_____ Calendar Days
Contract Price prior to this Change Order	Contract Time prior to this Change Order
$ _____	_____ Calendar Days
Net Increase (Decrease) of this Change Order	Net Increase (Decrease) of this Change Order
$ _____	_____ Calendar Days
Contract Price with all approved Change Orders	Contract Time with all approved Change Orders
$ _____	_____ Calendar Days

It is understood and agreed that the acceptance of this modification by the CONTRACTOR constitutes an accord and satisfaction and represents an agreement for payment in full (both time and money) for all costs arising out of, or incidental to, the above mentioned change.

RECOMMENDED	ACCEPTED	APPROVAL
Consultant (if applicable)	Contractor Signature	Authorized Signature
Date	Print Name	Title
Public Works Dept.	Address	Date Approved
Date	Address	City Attorney
Corporate Seal		
	Date Accepted	Date Approved

ATTACHMENT F

CITY OF BONITA SPRINGS CONSTRUCTION CONTRACT

CHANGE ORDER - TYPE I CHANGE ORDER NO.:_____

Change Order Requires Approval by the City Council for Expenditures Over $50,000

CONTRACT/PROJECT NAME: _____

CONTRACTOR: _____ PROJECT NO.: _____

CONTRACT NO.: _____ BID NO.: _____

CHANGE REQUESTED BY: _____ DATE OF REQUEST: _____

Upon the completion and execution of this Change Order by both parties to the Contract, and upon the CITY issuing the CONTRACTOR a written Notice to Proceed, the CONTRACTOR will be authorized to and shall proceed to make the following changes in the Contract.

Documents: _____

Description: _____

Purpose of Change Order: _____

Attachments (List documents supporting change) _____

CHANGE IN CONTRACT PRICE:

Original Contract Price

$ _____

Previous Change Orders No. _____to No. _____

$ _____

Contract Price prior to this Change Order

$ _____

Net Increase (Decrease)
of this Change Order
$ _____

Contract Price with all approved Change Orders
Change Orders

CHANGE IN CONTRACT TIME:

Original Contract Time

_____
Calendar Days
Net change from previous Change Orders

_____
Calendar Days
Contract Time prior to this Change Order

_____
Calendar Days
Net Increase (Decrease)
of this Change Order
_____
Calendar Days
Contract Time with all approved

$ _____ _____

Calendar Days

It is understood and agreed that the acceptance of this modification by the CONTRACTOR constitutes an accord and satisfaction and represents an agreement for payment in full (both time and money) for all costs arising out of, or incidental to, the above-mentioned change.

RECOMMENDED: **ACCEPTED**: **APPROVAL**:

By: _____ By:_____ By: _____

_____

Consultant (if applicable) Date Contractor Mayor - City of Bonita Springs

By: _____ Date Accepted:_____ Date Approved: _____

_____

Public Works Date

Corporate Seal

By: _____

City Attorney's Office

Date Approved: _____

ATTACHMENT G

CITY OF BONITA SPRINGS CONSTRUCTION CONTRACT
CERTIFICATE OF SUBSTANTIAL COMPLETION

Project No.: _____ Bid No.: _____ Contract No.: _____

Contract/Project Name(s): _____

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

_____

A Certificate of Occupancy or Compliance has been issued by the Authority having jurisdiction and the Work to which this Certificate of Substantial Completion applies has been inspected by authorized representatives of OWNER and the CONTRACTOR and that Work is hereby declared to be substantially complete in accordance with the Contract Documents.

_____
Date of Substantial Completion

The following Punch List items to be completed or corrected may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of the CONTRACTOR to complete all the work in accordance with the Contract Documents. The items in this list shall be completed or corrected by the CONTRACTOR within 30 days of the above date of Substantial Completion.

PUNCH LIST: (Each item must be numbered)

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Additional sheets may be added if necessary. Each such additional sheet shall be numbered and noted herein:

ATTACHMENT H

CITY OF BONITA SPRINGS

CITY'S REPRESENTATIVE CERTIFICATE OF FINAL COMPLETION

EFFECTIVE DATE: _____

CONSULTANT (If Applicable): _____

PROJECT NAME: _____

CONTRACT NUMBER: _____

CONTRACTOR: _____

CITY PROJECT MANAGER: _____

This is a formal certification that based on observation of the City's Representative the above contractor has completed all work for the above project in conformance with the plans, specifications and provisions established by the Contract Documents.

I recommend that the work be accepted by the City of Bonita Springs.

SIGNED: _____
City's Representative

DATED: _____

cc: Project Manager
Contractor
Public Works
City Clerk

ATTACHMENT I

CITY OF BONITA SPRINGS CONSTRUCTION CONTRACT

W A R R A N T Y

The undersigned parties do hereby warranty and/or guarantee all work executed by the Contractor:

_____

Name and Address of Contractor

_____

Project Title

To be free from defects of materials and workmanship for a period of one year from

_____

(Date of Final Completion)

The undersigned parties further agree that they will, at their own expense, repair and replace all such defective work and all other work damaged by said defective work under this Warranty Guaranty. It is furthermore understood that the consideration for the giving of this warranty and/or guaranty is the requirement by the general conditions and specifications under which the contract was let that such warranty and/or guaranty would be given.

DATE _____

_____

CONTRACTOR

By _____

Corporate Seal

Attest _____

ATTACHMENT J
CITY OF BONITA SPRINGS CONSTRUCTION CONTRACT
FINAL PAYMENT CERTIFICATION AND CONTRACTOR'S AFFIDAVIT

Bid No.:_____

Project Name: _____

Contract No.: _____
Estimate No.: _____
Requisition Date: _____
Period From: _____
To: _____

I do hereby certify that all items and amounts shown in the requisition for payment are correct and all work has been performed and materials delivered. This waiver and release of lien is conditioned upon payment of the consideration specified herein. It is not effective until said payment is received. I further certify that the consideration received in exchange for this final waiver and release of lien, when received is designated by the Contractor to be applied to the payment of subcontractors, materialmen, and suppliers who have furnished such services, labor, materials and supplies for which this request for payment is being made. The effect of this release is to quit claim in favor of the Owner, all rights that presently exist or may hereafter accrue to any subcontractor, laborer, supplier, materialmen or the undersigned to assert a lien on this project by virtue of any law regarding the rights of a contractor, subcontractor, laborer, supplier or materialmen which they may have to assert a lien or claim against the project.

For warranty and guarantee start date, which is required per the specifications, it is understood and agreed that the date of the final completion of the Work shall apply unless otherwise provided in the Certificate of substantial completion at which time the City initiates occupancy or utilizes the Work or designated portion thereof for the use for which it is intended, whichever is first.

Signed: _____
Contractor
Date: _____
CORPORATE SEAL

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____ _____, 20_____, by _____ _____
(Print or Type Name)
who has produced _____ as identification.
(Type of Identification and Number)

_____ _____
Notary Public Signature Printed Name of Notary Public

_____
Notary Commission Number/Expiration

I do hereby certify that to the best of my knowledge and belief, all items and amounts shown in this Estimate and Requisition for Payment are correct and that all work has been performed in accordance with the requirements of the Contract Documents. Accordingly, I hereby certify the amount of $_____ to the City of Bonita Springs for final payment.

Final Completion Date: _____

Signed: _____
Owner's Rep. Preparing Estimate

Date:

Signed: _____

Date:

ATTACHMENT K

CITY OF BONITA SPRINGS CONSTRUCTION CONTRACT

PROGRESS PAYMENT CERTIFICATION

Project Name: _____ Bid No.: _____

Contract No.: _____
Estimate No.: _____
Requisition Date: _____
Period From: _____
To: _____

I do hereby certify that all items and amounts shown in this Estimate and Requisition for Payment are correct and that all work has been performed, and materials delivered. I further certify that all Sub-Contractors, materialmen or suppliers listed to be paid from this requisition will be paid prior to any future payment request for this particular project. Accordingly, I hereby certify the amount of $_____ to the City of Bonita Springs for a progress payment.

Signed: _____
Contractor

Date: _____
CORPORATE SEAL

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 20__, by _____
(Print or Type Name)
Who has produced _____
As identification. (Type of Identification and Number)

_____
Notary Public Signature

_____
Printed Name of Notary Public

_____
Notary Commission Number/Expiration

I do hereby certify that to the best of my knowledge and belief, all items and documents shown in this Estimate and Requisition for Payment are correct and that all work has been performed in accordance with the requirements of the Contract Documents. Accordingly, I hereby certify the amount of $_____ to the City of Bonita Springs for progress payment.

Signed: _____
Owner's Rep. Preparing Estimate

Date: _____

Signed: _____
City of Bonita Springs

Date _____

ATTACHMENT L

COMPLIANCE WITH 2 C.F.R. §200.321:
"Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms"

The undersigned bidder hereby certifies that _____ _____has taken
(Name of Business)
the next affirmative steps, if subcontractors are to be used, to assure that MBE/WBEs are used, whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises (however, this requirement does not authorize the City to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting");
iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The requirement outlined above does not impose an obligation to set aside either the award of a subcontract to MBEs. Rather, the requirement only imposes an obligation to carry out and document the affirmative steps identified above.
As the person authorized to sign this statement, I certify that this firm has complied fully with the above requirements.

Contractor Signature _____Date _____

Contractor Name and Title _____

ATTACHMENT M

LAP CERTIFICATION OF CURRENT CAPACITY

LAP CERTIFICATION OF CURRENT CAPACITY

CONFIDENTIAL per Ch 337.14(1) F.S.

For bids to be received on _____
(Letting Date)

Fill in your FDOT Vendor Number

VF __ __ __ __ __ __ __ __ __ __ __ __ __ __

(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on
the "Status of Contracts on Hand" report (page 2) $ _____

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25th day of the month, the certificate and report reflect the uncompleted work as of the 15th day of the month, last preceding the month of the letting.

2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress as of the 15th day of the month of the letting.

3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

_____
NAME OF FIRM

Sworn to and subscribed this _____ day

of _____, 20 _____

By: _____

_____
Title

STATUS OF CONTRACTS ON HAND

(Furnish complete information about all your contracts, whether prime or subcontracts; whether in progress or awarded, but not yet begun; and regardless of whom contracted with.)

1	2	3	4	5	6
PROJECTS OWNER, LOCATION AND DESCRIPTION	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY YOU	
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR
NOTE: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest $100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.			TOTALS	$0.00	$0.00
			TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)	$0.00	

ATTACHMENT N

FEDERAL HIGHWAY ADMINISTRATION CITATION 1273

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

> "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov*, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

ATTACHMENT O

HUMAN TRAFFICKING AFFIDAVIT

AFFIDAVIT REGARDING LABOR AND SERVICES

Effective July 1, 2024, pursuant to §787.06(14), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services.

Nongovernmental Entity's Name: _____
Address: _____
Phone Number: _____
Authorized Representative's Name: _____
Authorized Representative's Title: _____
Email Address: _____

AFFIDAVIT

I, *insert nongovernmental entity's authorized representative name*, as authorized representative attest that *insert nongovernmental entity's name*does not use coercion for labor or services as defined in §787.06, Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

_____
(Signature of authorized representative) Date

STATE
COUNTY OF
Sworn to (or affirmed) and subscribed before me, by means of ☐ physical presence or ☐online notarization, this day of , (year), by

_____
Notary Public

_____
Commission Expires
Personally Known ☐ OR Produced Identification ☐
Type of Identification Produced

ATTACHMENT P

FDOT LAP DIVISION ONE SPECIFICATIONS

LAP DIVISION 1 SPECIFICATIONS.
(REV 11-19-25) (FA 8-23-24) (FY 2026-27)

Construction Checklist Specifications
from
Department of Transportation
Standard Specifications for Road and Bridge Construction

The following excerpts from the Standard Specifications and Special Provisions are provided for use in LAP Specifications as needed in accordance with the Local Programs Manual (525-010-300) and the Local Agency Program Checklist for Construction Contracts (Phase 58) – Federal and State Requirements (525-010-44)

SECTION 1 – DEFINITIONS AND TERMS.

Department Name _____

Engineer_____

Contractor's Engineer of Record.

A Professional Engineer registered in the State of Florida, other than the Engineer of Record or their subcontracted consultant, who undertakes the design and drawing of components of the permanent structure as part of a redesign or Cost Savings Initiative Proposal, or for repair designs and details of the permanent work. The Contractor's Engineer of Record may also serve as the Specialty Engineer.

The Contractor's Engineer of Record must be an employee of a pre-qualified firm. The firm shall be pre-qualified in accordance with the Rules of the Department of Transportation, Chapter 14-75. Any Corporation or Partnership offering engineering services must hold a Certificate of Authorization from the Florida Department of Business and Professional Regulation.

As an alternate to being an employee of a pre-qualified firm, the Contractor's Engineer of Record may be a pre-qualified Specialty Engineer. For items of the permanent work declared by the State Construction Office to be "major" or "structural", the work performed by a pre-qualified Specialty Engineer must be checked by another pre-qualified Specialty Engineer. An individual Engineer may become pre-qualified in the work groups listed in the Rules of the Department of Transportation, Chapter 14-75, if the requirements for the Professional Engineer are met for the individual work groups. Pre-qualified Specialty Engineers are listed on the State Construction Website. Pre-qualified Specialty Engineers will not be authorized to perform redesigns or Cost Savings Initiative Proposal designs of items fully detailed in the plans.

Specialty Engineer.

A Professional Engineer registered in the State of Florida, other than the Engineer of Record or their subcontracted consultant, who undertakes the design and drawing preparation of components, systems, or installation methods and equipment for specific temporary portions of the project work or for special items of the permanent works not fully detailed in the Plans and required to be furnished by the Contractor. The Specialty Engineer may also provide designs and details, repair designs and details, or perform Engineering Analyses for items of the permanent work declared by the State Construction Office to be "minor" or "non-structural".

For items of work not specifically covered by the Rules of the Department of Transportation, a Specialty Engineer is qualified if they have the following qualifications:

1. Registration as a Professional Engineer in the State of Florida.
2. The education and experience necessary to perform the submitted design as required by the Florida Department of Business and Professional Regulation.

SECTION 2 – PROPOSAL REQUIREMENTS AND CONDITIONS

2-1 Prequalification of Bidders.

Except as noted below, prequalify with the Department to be eligible to bid. The Department publishes regulations covering prequalification of Bidders under separate cover.

The Department does not require the Bidder to be a prequalified Contractor if bidding construction contracts of $250,000 or less, or if constructing buildings. In addition, at its sole discretion, the Department may waive prequalification requirements on contracts of $500,000 or less.

For construction contracts requiring prequalification, file an application for qualification using the Department's online prequalification application system, giving detailed information with respect to financial resources, equipment, past record, personnel, and experience. For qualified applicants, the Department will issue a certificate fixing the types of work and the aggregate amount of work that the Department allows the prequalified Bidder to have under contract at any one time.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit the following:

1. A bid on a Contract to provide any goods or services to a public entity.
2. A bid on a Contract with a public entity for the construction or repair of a public building or public work.
3. Bids on leases of real property to a public entity.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 F.S., for Category Two. All restrictions apply for a period of 36 months from the date of placement on the convicted vendor list.

All prequalified Contractors bidding on any Contract must certify their total dollar amount of Work Underway and submit Form 375-020-39 or a spreadsheet in a similar format prior to submitting a bid. This information must be submitted at least once during the month the bid is due via the "Work Underway" link in the Contractor Pre-Qualification System.

SECTION 4 – SCOPE OF THE WORK.

4-3 Alteration of Plans or of Character of Work.

4-3.1 General: The Engineer reserves the right to make, at any time prior to or during the progress of the work, such increases or decreases in quantities, whether a significant change or not, and such alterations in the details of construction, whether a substantial change or not, including but not limited to alterations in the grade or alignment of the road or structure or both, as may be found necessary or desirable by the Engineer. Such increases, decreases or alterations shall not constitute a breach of Contract, shall not invalidate the Contract, nor release the Surety from any liability arising out of this Contract or the Surety bond. The Contractor agrees to perform the work, as altered, the same as if it had been a part of the original Contract.

The term "significant change" applies only when:

1. The Engineer determines that the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction, or

2. A major item of work is defined as an increase in excess of 125% or decreased below 75% of the original Contract quantity. The Department will apply any price adjustment for an increase in quantity only to that portion in excess of 125% of the original Contract item quantity in accordance with 4-3.2 below. In the case of a decrease below 75% the Department will only apply a price adjustment for the additional costs that are a direct result of the reduction in quantity.

In (1) above, the determination by the Engineer shall be conclusive. If the determination is challenged by the Contractor in any proceeding, the Contractor must establish by clear and convincing proof that the determination by the Engineer was without any reasonable basis.

4-3.2 Increase, Decrease or Alteration in the Work: The Engineer reserves the right to make alterations in the character of the work which involve a substantial change in the nature of the design or in the type of construction or which materially increases or decreases the cost or time of performance. Such alteration shall not constitute a breach of Contract, shall not invalidate the Contract or release the Surety.

Notwithstanding that the Contractor shall have no formal right whatsoever to any extra compensation or time extension deemed due by the Contractor for any cause unless and until the Contractor follows the procedures set forth in 5-12.2 for preservation, presentation and resolution of the claim, the Contractor may at any time, after having otherwise timely submitted a notice of intent to claim or preliminary time extension request pursuant to 5-12.2 and 8-7.3.2, submit to the Department a request for equitable adjustment of compensation or time or other dispute resolution proposal. The Contractor shall in any request for equitable adjustment of compensation, time, or other dispute resolution proposal certify under oath and in writing, in accordance with the formalities required by Florida law, that the request is made in good faith, that any supportive data submitted is accurate and complete to the Contractor's best knowledge and belief, and that the amount of the request accurately reflects what the Contractor in good faith believes to be the Department's responsibility. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor. Any such certified statements of entitlement and costs shall be subject to the audit provisions set forth in 5-12.14. While the submittal or review of a duly certified request for equitable adjustment shall neither create, modify, nor activate any legal rights or obligations as to the Contractor or the Department, the Department will review the content of any duly certified request for equitable adjustment or other dispute resolution proposal, with any further action or inaction by the Department thereafter being in its sole discretion. Any request for equitable adjustment that fails to fully comply with the certification requirements will not be reviewed by the Department.

The monetary compensation provided for below constitutes full and complete payment for such additional work and the Contractor shall have no right to any additional monetary compensation for any direct or indirect costs or profit for any such additional work beyond that expressly provided below. The Contractor shall be entitled to a time extension only to the extent that the performance of any portion of the additional work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. All time related costs for actual performance of such additional work are included in the compensation already provided below and any time extension

entitlement hereunder will be without additional monetary compensation. The Contractor shall have no right to any monetary compensation or damages whatsoever for any direct or indirect delay to a controlling work item arising out of or in any way related to the circumstances leading up to or resulting from additional work (but not relating to the actual performance of the additional work, which is paid for as otherwise provided herein), except only as provided for under 5-12.6.2.1.

4-3.2.1 Allowable Costs for Extra Work: The Engineer may direct in writing that extra work be done and, at the Engineer's sole discretion, the Contractor will be paid pursuant to an agreed Supplemental Agreement or in the following manner:

1. Labor and Burden: The Contractor will receive payment for actual costs of direct labor and burden for the additional or unforeseen work. Labor includes foremen actually engaged in the work; and will not include project supervisory personnel nor necessary on-site clerical staff, except when the additional or unforeseen work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. Compensation for project supervisory personnel, but in no case higher than a Project Manager's position, shall only be for the pro-rata time such supervisory personnel spent on the contract. In no case shall an officer or director of the Company, nor those persons who own more than 1% of the Company, be considered as project supervisory personnel, direct labor or foremen hereunder.

Payment for burden shall be limited solely to the following:

Table 4-1	
Item	Rate
FICA	Rate established by Law
FUTA/SUTA	Rate established by Law
Medical Insurance	Actual
Holidays, Sick & Vacation benefits	Actual
Retirement benefits	Actual
Workers Compensation	Rates based on the National Council on Compensation Insurance basic rate tables adjusted by Contractor's actual experience modification factor in effect at the time of the additional work or unforeseen work.
Per Diem	Actual but not to exceed State of Florida's rate
Insurance*	Actual
*Compensation for Insurance is limited solely to General Liability Coverage and does not include any other insurance coverage (such as, but not limited to, Umbrella Coverage, Automobile Insurance, etc.).	

At the Pre-construction conference, certify to the Engineer the following:

a. A listing of on-site clerical staff, supervisory personnel and their pro-rated time assigned to the contract,

b. Actual Rate for items listed in Table 4-1,

c. Existence of employee benefit plan for Holiday, Sick and Vacation benefits and a Retirement Plan, and,

d. Payment of Per Diem is a company practice for instances when compensation for Per Diem is requested.

Such certification must be made by an officer or director of the Contractor with authority to bind the Contractor. Timely certification is a condition precedent to any right of the Contractor to recover compensations for such costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such costs. Any subsequent changes shall be certified to the Engineer as part of the cost proposal or seven calendar days in advance of performing such extra work.

2. Materials and Supplies: For materials accepted by the Engineer and used on the project, the Contractor will receive the actual cost of such materials incorporated into the work, including Contractor paid transportation charges (exclusive of equipment as hereinafter set forth). For supplies reasonably needed for performing the work, the Contractor will receive the actual cost of such supplies.

3. Equipment: For any machinery or special equipment (other than small tools), including fuel and lubricant, the Contractor will receive 100% of the "Rental Rate Blue Book" for the actual time that such equipment is in operation on the work, and 50% of the "Rental Rate Blue Book" for the time the equipment is directed to standby and remain on the project site, to be calculated as indicated below. The equipment rates will be based on the latest edition (as of the date the work to be performed begins) of the "Rental Rate Blue Book for Construction Equipment" as published by EquipmentWatch, a division of Informa Business Media, Inc., using all instructions and adjustments contained therein and as modified below. On all projects, the Engineer will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the "Rental Rate Blue Book."

Allowable Equipment Rates will be established as set out below:

a. Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors x 100%.

b. Allowable Hourly Operating Cost = Hourly Operating Cost x 100%.

c. Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost.

d. Standby Rate = Allowable Hourly Equipment Rate x 50%.

The Monthly Rate is The Basic Machine Rate Plus Any Attachments. Standby rates will apply when equipment is not in operation and is directed by the Engineer to standby at the project site when needed again to complete work and the cost of moving the equipment will exceed the accumulated standby cost. Standby rates will not apply on any day the equipment operates for eight or more hours. Standby payment will be limited to only that number of hours which, when added to the operating time for that day equals eight hours. Standby payment will not be made on days that are not normally considered work days on the project.

The Department will allow for the cost of transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or disassembly for transport, the Department will pay for the time to perform this work at the rate for standby equipment.

Equipment may include vehicles utilized only by Labor, as defined above.

4. Indirect Costs, Expenses, and Profit: Compensation for all indirect costs, expenses, and profit of the Contractor, including but not limited to overhead of any kind, whether jobsite, field office, division office, regional office, home office, or otherwise, is expressly limited to the greater of either (a) or (b) below:

a. Solely a mark-up of 17.5% on the payments in (1) through (3), above.

1. Bond: The Contractor will receive compensation for any premium for acquiring a bond for such additional or unforeseen work at the original Contract bond rate paid by the Contractor. No compensation for bond premium will be allowed for additional or unforeseen work paid by the Department via initial contingency pay item.

2. The Contractor will be allowed a markup of 10% on the first $50,000 and a markup of 5% on any amount over $50,000 on any subcontract directly related to the additional or unforeseen work. Any such subcontractor mark-up will be allowed only by the prime Contractor and a first tier subcontractor, and the Contractor must elect the markup for any eligible first tier subcontractor to do so.

b. Solely the formula set forth below and only as applied solely as to such number of calendar days of entitlement that are in excess of ten cumulative calendar days as defined below.

$$D = \frac{A \times C}{B}$$

Where A = Original Contract Amount
B = Original Contract Time
C = 8%
D = Average Overhead Per Day

Cumulative Calendar Days is defined as the combined total number of calendar days granted as time extensions due to either extra work, excluding overruns to existing contract items, that extend the duration of the project or delay of a controlling work item caused solely by the Department, or the combined total number of calendar days for which a claim of entitlement to a time extension due to delay of a controlling work item caused solely by the Department is otherwise ultimately determined to be in favor of the Contractor.

No compensation, whatsoever, will be paid to the Contractor for any jobsite overhead and other indirect impacts when the total number of calendar days granted for time extension due to delay of a controlling work item caused solely by the Department is, or the total number of calendar days for which entitlement to a time extension due to delay of a controlling work item caused solely by the Department is otherwise ultimately determined in favor of the Contractor to be, equal to or less than ten calendar days and the Contractor also fully assumes all monetary risk of any and all partial or single calendar day delay periods, due to delay of a controlling work item caused solely by the Department, that when combined together are equal to or less than ten calendar days and regardless of whether monetary compensation is otherwise provided for hereunder for one or more calendar days of time

extension entitlement for each calendar day exceeding ten calendar days. All calculations under this provision shall exclude weather days, Holidays, and Special Events.

Further, in the event there are concurrent delays to one or more controlling work items, one or more being caused by the Department and one or more being caused by the Contractor, the Contractor shall be entitled to a time extension for each day that a controlling work item is delayed by the Department but shall have no right to nor receive any monetary compensation for any indirect costs for any days of concurrent delay.

4-3.2.2 Subcontracted Work: Compensation for the additional or unforeseen work performed by a subcontractor shall be limited solely to that provided for in 4-3.2.1 (1), (2), (3) and (4)(a). In addition, the Contractor compensation is expressly limited to the greater of the total provided in either 4-3.2.1(4)(a) or (4)(b), except that the Average Overhead Per-Day calculation is as follows:

$$Ds = \frac{As \times C}{B}$$

Where As = Original Contract Amount minus Original Subcontract amounts(s)*

B = Original Contract Time
C = 8%
Ds = Average Overhead Per-Day

* deduct Original Subcontract Amount(s) of subcontractor(s) performing the work

The subcontractor may receive compensation for any premium for acquiring a bond for the additional or unforeseen work; provided, however, that such payment for additional subcontractor bond will only be paid upon presentment to the Department of clear and convincing proof that the subcontractor has actually submitted and paid for separate bond premiums for such additional or unforeseen work in such amount and that the subcontractor was required by the Contractor to acquire a bond.

The Contractor shall require the subcontractor to submit a certification, in accordance with 4-3.2.1 (1), as part of the cost proposal and submit such to the Engineer. Such certification must be made by an officer or director of the subcontractor with authority to bind the subcontractor. Timely certification is a condition precedent to any right of the Contractor to recover compensation for such subcontractor costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such subcontractor costs.

4-3.3 No Waiver of Contract: Changes made by the Engineer will not be considered to waive any of the provisions of the Contract, nor may the Contractor make any claim for loss of anticipated profits because of the changes, or by reason of any variation between the approximate quantities and the quantities of work actually performed. All work shall be performed as directed by the Engineer and in accordance with the Contract Documents.

4-3.4 Conditions Requiring a Supplemental Agreement or Unilateral Payment: A Supplemental Agreement or Unilateral Payment will be used to clarify the Plans and Specifications of the Contract; to provide for unforeseen work, grade changes, or alterations in

the Plans which could not reasonably have been contemplated or foreseen in the original Plans and Specifications; to change the limits of construction to meet field conditions; to provide a safe and functional connection to an existing pavement; to settle documented Contract claims; to make the project functionally operational in accordance with the intent of the original Contract and subsequent amendments thereto.

A Supplemental Agreement or Unilateral Payment may be used to expand the physical limits of the project only to the extent necessary to make the project functionally operational in accordance with the intent of the original Contract. The cost of any such agreement extending the physical limits of the project shall not exceed $100,000 or 10% of the original Contract price, whichever is greater.

Perform no work to be covered by a Supplemental Agreement or Unilateral Payment before written authorization is received from the Engineer. The Engineer's written authorization will set forth sufficient work information to allow the work to begin. The work activities, terms and conditions will be reduced to written Supplemental Agreement or Unilateral Payment form promptly thereafter. No payment will be made on a Supplemental Agreement or Unilateral Payment prior to the Department's approval of the document.

4-3.5 Extra Work: Extra work authorized in writing by the Engineer will be paid in accordance with the formula in 4-3.2. Such payment will be the full extent of all monetary compensation entitlement due to the Contractor for such extra work. Any entitlement to a time extension due to extra work will be limited solely to that provided for in 4-3.2 for additional work.

4-3.6 Connections to Existing Pavement, Drives and Walks: Generally adhere to the limits of construction at the beginning and end of the project as detailed in the Plans. However, if the Engineer determines that it is necessary to extend the construction in order to make suitable connections to existing pavement, the Engineer will authorize such a change in writing.

For necessary connections to existing walks and drives that are not indicated in the Plans, the Engineer will submit direction regarding the proper connections in accordance with the Standard Plans.

4-3.7 Differing Site Conditions: During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract, or if unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the Contractor disturbs the conditions or performs the affected work.

Upon receipt of written notification of differing site conditions from the Contractor, the Engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment will be made, excluding loss of anticipated profits, and the Contract will be modified in writing accordingly. The Engineer will notify the Contractor whether or not an adjustment of the Contract is warranted.

The Engineer will not allow a Contract adjustment for a differing site condition unless the Contractor has submitted the required written notice.

The Engineer will not allow a Contract adjustment under this clause for any effects caused to any other Department or non-Department projects on which the Contractor may be working.

4-3.8 Changes Affecting Utilities: The Contractor shall be responsible for identifying and assessing any potential impacts to a utility that may be caused by the changes proposed by the Contractor, and the Contractor shall at the time of making the request for a change notify the Department in writing of any such potential impacts to utilities.

Department approval of a Contractor proposed change does not relieve the Contractor of sole responsibility for all utility impacts, costs, delays or damages, whether direct or indirect, resulting from Contractor initiated changes in the design or construction activities from those in the original Contract Specifications, Design Plans (including Traffic Control Plans) or other Contract Documents and which effect a change in utility work different from that shown in the Utility Plans, joint project agreements or utility relocation schedules.

4-3.9 Cost Savings Initiative Proposal:

4-3.9.1 Intent and Objective:

1. This Subarticle applies to any cost reduction proposal (hereinafter referred to as a Proposal) that the Contractor initiates and develops for the purpose of refining the Contract to increase cost effectiveness or significantly improve the quality of the end result. A mandatory Cost Savings Initiative Workshop will be held prior to Contract Time beginning for the Contractor and Department to discuss potential Proposals. This mandatory workshop can only be eliminated if agreed to in writing by both the Contractor and Department. This Subarticle does not, however, apply to any such proposal unless the Contractor identifies it at the time of its submission to the Department as a proposal submitted pursuant to this Subarticle.

2. The Department will consider Proposals that would result in net savings to the Department by providing a decrease in the cost of the Contract. Proposals must result in savings without impairing essential functions and characteristics such as safety, service, life, reliability, economy of operation, ease of maintenance, aesthetics and necessary standard design features. The Department will not recognize the Contractor's correction of plan errors that result in a cost reduction, as a Proposal. Deletions of work, approved by the Engineer which are not directly associated with or integral to a Proposal will be handled as full credits to the Department for the work deleted.

3. The Department shall have the right to reject, at its discretion, any Proposal submitted that proposes a change in the design of the pavement system or that would require additional right-of-way. Pending the Department's execution of a formal supplemental agreement implementing an approved Proposal, the Contractor shall remain obligated to perform the work in accordance with the terms of the existing Contract. The Department may grant time extensions to allow for the time required to develop and review a Proposal.

4. For potential Proposals not discussed at the Cost Savings Initiative Workshop, a mandatory concept meeting will be held for the Contractor and Department to discuss the potential Proposal prior to development of the Proposal. This mandatory meeting can only be eliminated if agreed to in writing by both the Contractor and Department.

4-3.9.2 Subcontractors: The Department encourages the Contractor to include the provisions of this Subarticle in Contracts with subcontractors and to encourage submission of Proposals from subcontractors. However, it is not mandatory to submit Proposals to the Department or to accept or transmit subcontractor proposed Proposals to the Department.

4-3.9.3 Data Requirements: As a minimum, submit the following information with each Proposal:

1. a description of the difference between the existing Contract requirement, including any time extension request, and the proposed change, and the comparative advantages and disadvantages.

2. separate detailed cost estimates for both the existing Contract requirement and the proposed change. Break down the cost estimates by pay item numbers indicating quantity increases or decreases and deleted pay items. Identify additional proposed work not covered by pay items within the Contract, by using pay item numbers in the Basis of Estimates Manual. In preparing the estimates, include overhead, profit, and bond within pay items in the Contract. Separate pay item(s) for the cost of overhead, profit, and bond will not be allowed.

3. an itemization of the changes, deletions or additions to plan details, plan sheets, Standard Plans and Specifications that are required to implement the Proposal if the Department adopts it. Submit preliminary plan drawings sufficient to describe the proposed changes.

4. engineering or other analysis in sufficient detail to identify and describe specific features of the Contract that must be changed if the Department accepts the Proposal with a proposal as to how these changes can be accomplished and an assessment of their effect on other project elements. The Department may require that engineering analyses be performed by a prequalified consultant in the applicable class of work. Support all design changes that result from the Proposal with drawings and computations signed and sealed by the Contractor's Engineer of Record. Written documentation or drawings will be submitted clearly delineating the responsibility of the Contractor's Engineer of Record.

5. the date by which the Department must approve the Proposal to obtain the total estimated cost reduction during the remainder of the Contract, noting any effect on the Contract completion time or delivery schedule.

6. a revised project schedule that would be followed upon approval of the Proposal. This schedule would include submittal dates and review time for the Department and Peer reviews.

4-3.9.4 Processing Procedures: Submit Proposals to the Engineer or their duly authorized representative. The Department will process Proposals expeditiously; however, the Department is not liable for any delay in acting upon a Proposal submitted pursuant to this Subarticle. The Contractor may withdraw, in whole or in part, a Proposal not accepted by the Department within the period specified in the Proposal. The Department is not liable for any Proposal development cost in the case where the Department rejects or the Contractor withdraws a Proposal.

The Engineer is the sole judge of the acceptability of a Proposal and of the estimated net savings in construction costs from the adoption of all or any part of such proposal. In determining the estimated net savings, the Department reserves the right to disregard the Contract bid prices if, in the judgment of the Engineer, such prices do not represent a fair measure of the value of work to be performed or to be deleted.

Prior to approval, the Engineer may modify a Proposal, with the concurrence of the Contractor, to make it acceptable. If any modification increases or decreases the net savings resulting from the Proposal, the Department will determine the Contractor's fair share upon the basis of the Proposal as modified and upon the final quantities. The Department will compute the net savings by subtracting the revised total cost of all bid items affected by the Proposal from the total cost of the same bid items as represented in the original Contract.

Prior to approval of the Proposal that initiates the supplemental agreement, submit acceptable Contract-quality plan sheets revised to show all details consistent with the Proposal design.

4-3.9.5 Computations for Change in Contract Cost of Performance: If the Proposal is adopted, the Contractor's share of the net savings as defined hereinafter represents full compensation to the Contractor for the Proposal.

The Department will not include its costs to process and implement a Proposal in the estimate. However, the Department reserves the right, where it deems such action appropriate, to require the Contractor to pay the Department's cost of investigating and implementing a Proposal as a condition of considering such proposal. When the Department imposes such a condition, the Contractor shall accept this condition in writing, authorizing the Department to deduct amounts payable to the Department from any monies due or that may become due to the Contractor under the Contract.

4-3.9.6 Conditions of Acceptance for Major Design Modifications of Category 2 Bridges: A Proposal that proposes major design modifications of a category 2 bridge, as determined by the Engineer, shall have the following conditions of acceptance:

All bridge Plans relating to the Proposal shall undergo an independent peer review conducted by a single independent engineering firm referred to for the purposes of this article as the Independent Review Engineer who is not the originator of the Proposal design and is pre-qualified by the Department in accordance with Rule 14-75, Florida Administrative Code. The independent peer review is intended to be a comprehensive, thorough verification of the original work, giving assurance that the design is in compliance with all Department requirements. The Independent Review Engineer's comments, along with the resolution of each comment, shall be submitted to the Department. The Independent Review Engineer shall sign and seal the submittal cover letter stating that all comments have been adequately addressed and the design is in compliance with the Department requirements. If there are any unresolved comments the Independent Review Engineer shall specifically list all unresolved issues in the signed and sealed cover letter.

The Contractor shall designate a primary engineer responsible for the Proposal design and as such will be designated as the Contractors Engineer of Record for the Proposal design. The Department reserves the right to require the Contractor's Engineer of Record to assume responsibility for design of the entire structure.

New designs and independent peer reviews shall be in compliance with all applicable Department, FHWA and AASHTO criteria requirements including bridge load ratings.

4-3.9.7 Sharing Arrangements: If the Department approves a Proposal, the Contractor shall receive 50% of the net reduction in the cost of performance of the Contract. as determined by the final negotiated agreement between the Contractor and the Department. The net reduction will be determined by subtracting from the savings of the construction costs the reasonable documented engineering costs incurred by the contractor to design and develop a Proposal. The reasonable documented engineering costs will be paid by the Department. Engineering costs will be based on the consultant's certified invoice and may include the costs of the Independent Review Engineer in 4-3.9.6. The total engineering costs to be subtracted from the savings to determine the net reduction will be limited to 25% of the construction savings and shall not include any markup by the Contractor or the costs for engineering services performed by the Contractor.

4-3.9.8 Notice of Intellectual Property Interests and Department's Future Rights to a Proposal:

4-3.9.8.1 Notice of Intellectual Property Interests: The Contractor's Proposal submittal shall identify with specificity any and all forms of intellectual property rights that either the Contractor or any officer, shareholder, employee, consultant, or affiliate, of the Contractor, or any other entity who contributed in any measure to the substance of the Contractor's Proposal development, have or may have that are in whole or in part implicated in the Proposal. Such required intellectual property rights notice includes, but is not limited to, disclosure of any issued patents, copyrights, or licenses; pending patent, copyright or license applications; and any intellectual property rights that though not yet issued, applied for or intended to be pursued, could nevertheless otherwise be subsequently the subject of patent, copyright or license protection by the Contractor or others in the future. This notice requirement does not extend to intellectual property rights as to stand-alone or integral components of the Proposal that are already on the Department's Approved Product List (APL) or Standard Plans, or are otherwise generally known in the industry as being subject to patent or copyright protection.

4-3.9.8.2 Department's Future Rights to a Proposal: Notwithstanding 7-3 nor any other provision of the Standard Specifications, upon acceptance of a Proposal, the Contractor hereby grants to the Department and its contractors (such grant being expressly limited solely to any and all existing or future Department construction projects and any other Department projects that are partially or wholly funded by or for the Department) a royalty-free and perpetual license under all forms of intellectual property rights to manufacture, to use, to design, to construct, to disclose, to reproduce, to prepare and fully utilize derivative works, to distribute, display and publish, in whole or in part, and to permit others to do any of the above, and to otherwise in any manner and for any purpose whatsoever do anything reasonably necessary to fully utilize any and all aspects of such Proposal on any and all existing and future construction projects and any other Department projects.

Contractor shall hold harmless, indemnify and defend the Department and its contractors and others in privity therewith from and against any and all claims, liabilities, other obligations or losses, and reasonable expenses related thereto (including reasonable attorneys' fees), which are incurred or are suffered by any breach of the foregoing grants, and regardless of whether such intellectual property rights were or were not disclosed by the Contractor pursuant to 4-3.9.8.1, unless the Department has by express written exception in the Proposal acceptance process specifically released the Contractor from such obligation to hold harmless, indemnify and defend as to one or more disclosed intellectual property rights.

4-4 Unforeseeable Work.

When the Department requires work that is not covered by a price in the Contract and such work does not constitute a "Significant Change" as defined in 4-3.1, and the Department finds that such work is essential to the satisfactory completion of the Contract within its intended scope, the Department will make an adjustment to the Contract. The Engineer will determine the basis of payment for such an adjustment in a fair and equitable amount.

SECTION 5 – CONTROL OF THE WORK (FINAL ACCEPTANCE AND CLAIMS).

5-11 Final Acceptance.

When, upon completion of the final construction inspection of the entire project, the Engineer determines that the Contractor has satisfactorily completed the work, the Engineer will give the Contractor written notice of final acceptance.

5-12 Claims by Contractor.

5-12.1 General: When the Contractor deems that extra compensation or a time extension is due beyond that agreed to by the Engineer, whether due to delay, additional work, altered work, differing site conditions, breach of Contract, or for any other cause, the Contractor shall follow the procedures set forth herein for preservation, presentation and resolution of the claim.

Submission of timely notice of intent to file a claim, preliminary time extension request, time extension request, and the certified written claim, together with full and complete claim documentation, are each a condition precedent to the Contractor bringing any circuit court, arbitration, or other formal claims resolution proceeding against the Department for the items and for the sums or time set forth in the Contractor's certified written claim. The failure to provide such notice of intent, preliminary time extension request, time extension request, certified written claim and full and complete claim documentation within the time required shall constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to additional compensation or a time extension for such claim.

5-12.2 Notice of Claim:

5-12.2.1 Claims For Extra Work: Where the Contractor deems that additional compensation or a time extension is due for work or materials not expressly provided for in the Contract or which is by written directive expressly ordered by the Engineer pursuant to 4-3, the Contractor shall submit written notification to the Engineer of the intention to make a claim for additional compensation before beginning the work on which the claim is based, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 8-7.3.2 within ten calendar days after commencement of a delay and a request for Contract Time extension pursuant to 8-7.3.2 within thirty calendar days after the elimination of the delay. If such written notification is not submitted and the Engineer is not afforded the opportunity for keeping strict account of actual labor, material, equipment, and time, the Contractor waives the claim for additional compensation or a time extension. Such notice by the Contractor, and the fact that the Engineer has kept account of the labor, materials and equipment, and time, shall not in any way be construed as establishing the validity of the claim or method for computing any compensation or time extension for such claim. On projects with an original Contract amount of $3,000,000 or less within 90 calendar days after final acceptance of the project in accordance with 5-11, and on projects with an original Contract amount greater than $3,000,000 within 180 calendar days after final acceptance of the project in accordance with 5-11, the Contractor shall submit full and complete claim documentation as described in 5-12.3 and duly certified pursuant to 5-12.9. However, for any claim or part of a claim that pertains solely to final estimate quantities disputes the Contractor shall submit full and complete claim documentation as described in 5-12.3 and duly certified pursuant to 5-12.9, as to such final estimate claim dispute issues, within 90 or 180 calendar days, respectively, of the Contractor's receipt of the Department's final estimate.

If the Contractor fails to submit a certificate of claim as described in 5-12.9, the Department will so notify the Contractor in writing. The Contractor shall have ten

calendar days from receipt of the notice to resubmit the claim documentation, without change, with a certificate of claim as described in 5-12.9, without regard to whether the resubmission is within the applicable 90 or 180 calendar day deadline for submission of full and complete claim documentation. Failure by the Contractor to comply with the ten calendar day notice shall constitute a waiver of the claim.

5-12.2.2 Claims For Delay: Where the Contractor deems that additional compensation or a time extension is due on account of delay, differing site conditions, breach of Contract, or any other cause other than for work or materials not expressly provided for in the Contract (Extra Work) or which is by written directive of the Engineer expressly ordered by the Engineer pursuant to 4-3, the Contractor shall submit a written notice of intent to the Engineer within ten days after commencement of a delay to a controlling work item expressly notifying the Engineer that the Contractor intends to seek additional compensation, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 8-7.3.2 within ten calendar days after commencement of a delay to a controlling work item, as to such delay and providing a reasonably complete description as to the cause and nature of the delay and the possible impacts to the Contractor's work by such delay, and a request for Contract Time extension pursuant to 8-7.3.2 within thirty calendar days after the elimination of the delay. On projects with an original Contract amount of $3,000,000 or less within 90 calendar days after final acceptance of the project in accordance with 5-11, and on projects with an original Contract amount greater than $3,000,000 within 180 calendar days after final acceptance of the project in accordance with 5-11, the Contractor shall submit full and complete documentation as described in 5-12.3 and duly certified pursuant to 5-12.9.

If the Contractor fails to submit a certificate of claim as described in 5-12.9, the Department will so notify the Contractor in writing. The Contractor shall have ten calendar days from receipt of the notice to resubmit the claim documentation, without change, with a certificate of claim as described in 5-12.9, without regard to whether the resubmission is within the applicable 90 or 180 calendar day deadline for submission of full and complete claim documentation. Failure by the Contractor to comply with the ten calendar day notice shall constitute a waiver of the claim.

There shall be no Contractor entitlement to any monetary compensation or time extension for any delays or delay impacts, whatsoever, that are not to a controlling work item, and then as to any such delay to a controlling work item entitlement to any monetary compensation or time extension shall only be to the extent such is otherwise provided for expressly under 4-3 or 5-12, except that in the instance of delay to a non-controlling item of work the Contractor may be compensated for the direct costs of idle labor or equipment only, at the rates set forth in 4-3.2.1(1) and (3), and then only to the extent the Contractor could not reasonably mitigate such idleness.

If the Contractor provides the written notice of intent, the preliminary request for time extension, and the request for Contract Time extension in compliance with the aforementioned time and content requirements, the Contractor's claim for delay to a controlling work item will be evaluated as of the date of the elimination of the delay even if the Contractor's performance subsequently overcomes the delay. If the claim for delay has not been settled, the Contractor must also comply with 5-12.3 and 5-12.9 to preserve the claim.

5-12.3 Content of Written Claim: As a condition precedent to the Contractor being entitled to additional compensation or a time extension under the Contract, for any claim, the

Contractor shall submit a certified written claim to the Department which will include for each individual claim, at a minimum, the following information:

1. A detailed factual statement of the claim providing all necessary dates, locations, and items of work affected and included in each claim;

2. The date or dates on which actions resulting in the claim occurred or conditions resulting in the claim became evident;

3. Identification of all pertinent documents and the substance of any material oral communications relating to such claim and the name of the persons making such material oral communications;

4. Identification of the provisions of the Contract which support the claim and a statement of the reasons why such provisions support the claim, or alternatively, the provisions of the Contract which allegedly have been breached and the actions constituting such breach;

5. A detailed compilation of the amount of additional compensation sought and a breakdown of the amount sought as follows:

a. documented additional job site labor expenses;

b. documented additional cost of materials and supplies;

c. a list of additional equipment costs claimed, including each piece of equipment and the rental rate claimed for each;

d. any other additional direct costs or damages and the documents in support thereof;

e. any additional indirect costs or damages and all documentation in support thereof.

6. A detailed compilation of the specific dates and the exact number of calendar days sought for a time extension, the basis for entitlement to time for each day, all documentation of the delay, and a breakout of the number of days claimed for each identified event, circumstance or occurrence.

Further, the Contractor shall be prohibited from amending either the bases of entitlement or the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder, and any circuit court, arbitration, or other formal claims resolution proceeding shall be limited solely to the bases of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder. This shall not, however, preclude a Contractor from withdrawing or reducing any of the bases of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder at any time.

5-12.4 Action on Claim: The Engineer will respond in writing on projects with an original Contract amount of $3,000,000 or less within 90 calendar days of receipt of a complete claim submitted by a Contractor in compliance with 5-12.3, and on projects with an original Contract amount greater than $3,000,000 within 120 calendar days of receipt of a complete claim submitted by a Contractor in compliance with 5-12.3. Failure by the Engineer to respond to a claim in writing within 90 or 120 days, respectively, after receipt of a complete claim submitted by the Contractor in compliance with 5-12.3 constitutes a denial of the claim by the Engineer. If the Engineer finds the claim or any part thereof to be valid, such partial or whole claim will be allowed and paid for to the extent deemed valid and any time extension granted, if applicable, as provided in the Contract. No circuit court or arbitration proceedings on any claim, or a part

thereof, may be filed until after final acceptance per 5-11 of all Contract work by the Department or denial hereunder, whichever occurs last.

5-12.5 Pre-Settlement and Pre-Judgment Interest: Entitlement to any pre-settlement or pre-judgment interest on any claim amount determined to be valid subsequent to the Department's receipt of a certified written claim in full compliance with 5-12.3, whether determined by a settlement or a final ruling in formal proceedings, the Department shall pay to the Contractor simple interest calculated at the Prime Rate (as reported by the Wall Street Journal as the base rate on corporate loans posted by at least 75% of the Nations 30 largest banks) as of the 60th calendar day following the Department's receipt of a certified written claim in full compliance with 5-12.3, such interest to accrue beginning 60 calendar days following the Department's receipt of a certified written claim in full compliance with 5-12.3 and ending on the date of final settlement or formal ruling.

5-12.6 Compensation for Extra Work or Delay:

5-12.6.1 Compensation for Extra Work: Notwithstanding anything to the contrary contained in the Contract Documents, the Contractor shall not be entitled to any compensation beyond that provided for in 4-3.2.

5-12.6.2 Compensation for Delay: Notwithstanding anything to the contrary contained in the Contract Documents, the additional compensation set forth in 5-12.6.2.1 shall be the Contractor's sole monetary remedy for any delay other than to perform extra work caused by the Department unless the delay shall have been caused by acts constituting willful or intentional interference by the Department with the Contractor's performance of the work and then only where such acts continue after Contractor's written notice to the Department of such interference. The parties anticipate that delays may be caused by or arise from any number of events during the term of the Contract, including, but not limited to, work performed, work deleted, supplemental agreements, work orders, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right-of-way issues, permitting issues, actions of suppliers, subcontractors or other contractors, actions by third parties, suspensions of work by the Engineer shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, special events, suspension of Contract Time, or other events, forces or factors sometimes experienced in construction work. Such delays or events and their potential impacts on the performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not be deemed to constitute willful or intentional interference with the Contractor's performance of the work without clear and convincing proof that they were the result of a deliberate act, without reasonable and good-faith basis, and specifically intended to disrupt the Contractor's performance.

5-12.6.2.1 Compensation for Direct Costs, Indirect Costs, Expenses, and Profit thereon, of or from Delay: For any delay claim, the Contractor shall be entitled to monetary compensation for the actual idle labor (including supervisory personnel) and equipment, and indirect costs, expenses, and profit thereon, as provided for in 4-3.2.1(4) and solely for costs incurred beyond what reasonable mitigation thereof the Contractor could have undertaken.

5-12.7 Mandatory Claim Records: After submitting to the Engineer a notice of intent to file a claim for extra work or delay, the Contractor must keep daily records of all labor, material and equipment costs incurred for operations affected by the extra work or delay. These daily records must identify each operation affected by the extra work or delay and the specific

locations where work is affected by the extra work or delay, as nearly as possible. The Engineer may also keep records of all labor, material and equipment used on the operations affected by the extra work or delay. The Contractor shall, once a notice of intent to claim has been timely filed, and not less than weekly thereafter as long as appropriate, submit the Contractor's daily records to the Engineer and be likewise entitled to receive the Department's daily records. The daily records to be submitted hereunder shall be done at no cost to the recipient.

5-12.8 Claims for Acceleration: The Department shall have no liability for any constructive acceleration of the work, nor shall the Contractor have any right to make any claim for constructive acceleration nor include the same as an element of any claim the Contractor may otherwise submit under this Contract. If the Engineer gives express written direction for the Contractor to accelerate its efforts, such written direction will set forth the prices and other pertinent information and will be reduced to a written Contract Document promptly. No payment will be made on a Supplemental Agreement for acceleration prior to the Department's approval of the documents.

5-12.9 Certificate of Claim: When submitting any claim, the Contractor shall certify under oath and in writing, in accordance with the formalities required by Florida law, that the claim is made in good faith, that the supportive data are accurate and complete to the Contractor's best knowledge and belief, and that the amount of the claim accurately reflects what the Contractor in good faith believes to be the Department's liability. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor.

5-12.10 Non-Recoverable Items: The parties agree that for any claim the Department will not have liability for the following items of damages or expense:

1. Loss of profit, incentives or bonuses;
2. Any claim for other than extra work or delay;
3. Consequential damages, including, but not limited to, loss of bonding capacity, loss of bidding opportunities, loss of credit standing, cost of financing, interest paid, loss of other work or insolvency;
4. Acceleration costs and expenses, except where the Department has expressly and specifically directed the Contractor in writing "to accelerate at the Department's expense"; nor
5. Attorney fees, claims preparation expenses and costs of litigation.

5-12.11 Exclusive Remedies: Notwithstanding any other provision of this Contract, the parties agree that the Department shall have no liability to the Contractor for expenses, costs, or items of damages other than those which are specifically identified as payable under 5-12. In the event any legal action for additional compensation, whether on account of delay, acceleration, breach of contract, or otherwise, the Contractor agrees that the Department's liability will be limited to those items which are specifically identified as payable in 5-12.

5-12.12 Settlement Discussions: The content of any discussions or meetings held between the Department and the Contractor to settle or resolve any claims submitted by the Contractor against the Department shall be inadmissible in any legal, equitable, arbitration or administrative proceedings brought by the Contractor against the Department for payment of such claim. Dispute Resolution Board, State Arbitration Board and Claim Review Committee proceedings are not settlement discussions, for purposes of this provision.

5-12.13 Personal Liability of Public Officials: In carrying out any of the provisions of the Contract or in exercising any power or authority granted to the Secretary of Transportation, Engineer or any of their respective employees or agents, there shall be no liability on behalf of

any employee, officer or official of the Department for which such individual is responsible, either personally or as officials or representatives of the Department. It is understood that in all such matters such individuals act solely as agents and representatives of the Department.

5-12.14 Auditing of Claims: All claims filed against the Department shall be subject to audit at any time following the filing of the claim, whether or not such claim is part of a suit pending in the Courts of this State. The audit may be performed, at the Department's sole discretion, by employees of the Department or by any independent auditor appointed by the Department, or both. The audit may begin after ten days written notice to the Contractor, subcontractor, or supplier. The Contractor, subcontractor, or supplier shall make a good faith effort to cooperate with the auditors. As a condition precedent to recovery on any claim, the Contractor, subcontractor, or supplier must retain sufficient records, and provide full and reasonable access to such records, to allow the Department's auditors to verify the claim and failure to retain sufficient records of the claim or failure to provide full and reasonable access to such records shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery thereunder. Further, and in addition to such audit access, upon the Contractor submitting a written claim, the Department shall have the right to request and receive, and the Contractor shall have the affirmative obligation to submit to the Department any and all documents in the possession of the Contractor or its subcontractors, materialmen or suppliers as may be deemed relevant by the Department in its review of the basis, validity or value of the Contractor's claim.

Without limiting the generality of the foregoing, the Contractor shall upon written request of the Department make available to the Department's auditors, or upon the Department's written request, submit at the Department's expense, any or all of the following documents:

1. Daily time sheets and foreman's daily reports and diaries;
2. Insurance, welfare and benefits records;
3. Payroll register;
4. Earnings records;
5. Payroll tax return;
6. Material invoices, purchase orders, and all material and supply acquisition contracts;
7. Material cost distribution worksheet;
8. Equipment records (list of company owned, rented or other equipment used);
9. Vendor rental agreements and subcontractor invoices;
10. Subcontractor payment certificates;
11. Canceled checks for the project, including, payroll and vendors;
12. Job cost report;
13. Job payroll ledger;
14. General ledger, general journal, (if used) and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals;
15. Cash disbursements journal;
16. Financial statements for all years reflecting the operations on this project;

17. Income tax returns for all years reflecting the operations on this project;

18. All documents which reflect the Contractor's actual profit and overhead during the years this Contract was being performed and for each of the five years prior to the commencement of this Contract;

19. All documents related to the preparation of the Contractor's bid including the final calculations on which the bid was based;

20. All documents which relate to each and every claim together with all documents which support the amount of damages as to each claim;

21. Worksheets used to prepare the claim establishing the cost components for items of the claim including, but not limited to, labor, benefits and insurance, materials, equipment, subcontractors, and all documents that establish which time periods and individuals were involved, and the hours and rates for such individuals.

SECTION 6 – CONTROL OF MATERIALS.

6-1 Acceptance Criteria.

6-1.1 General: Acceptance of materials is based on the following criteria. All requirements may not apply to all materials. Use only materials in the work that meet the requirements of these Specifications. The Engineer may inspect and test any material, at points of production, distribution and use.

6-1.2 Sampling and Testing: Use the Department's current sample identification and tracking system to provide related information and attach the information to each sample. Restore immediately any site from which material has been removed for sampling purposes to the pre-sampled condition with materials and construction methods used in the initial construction, at no additional cost to the Department.

Ensure when a material is delivered to the location as described in the Contract Documents, there is enough material delivered to take samples, at no expense to the Department.

6-1.2.1 Pretest by Manufacturers: Submit certified manufacturer's test results to the Engineer for qualification and use on Department projects. Testing will be as specified in the Contract Documents. The Department may require that manufacturers submit samples of materials for independent verification purposes.

6-1.2.2 Point of Production Test: Test the material during production as specified in the Contract Documents.

6-1.2.3 Point of Distribution Test: Test the material at Distribution facilities as specified in the Contract Documents.

6-1.2.4 Point of Use Test: Test the material immediately following placement as specified in the Specifications. After delivery to the project, the Department may require the retesting of materials that have been tested and accepted at the source of supply, or may require the testing of materials that are to be accepted by manufacturer certification. The Department may reject all materials that, when retested, do not meet the requirements of these Specifications.

6-1.3 Certification:

6-1.3.1 Manufacturer Material Certification: Submit material certifications for all materials to the Engineer for approval when required by the Specifications. Materials will not be considered for payment when not accompanied by a material certification. Sample material certification forms are available on the Department's website at the following URL: https://www.fdot.gov/materials/administration/resources/library/publications/certifications/sampl

eforms.shtm . Ensure that the material certification follows the format of the sample form, is submitted on the manufacturer's letterhead and is signed by a legally responsible person employed by the manufacturer.

6-1.3.1.1 Approved Product List: This list provides assurance to Contractors, consultants, designers, and Department personnel that specific products and materials are approved for use on Department facilities. The Department will limit the Contractor's use of products and materials that require use of APL items to those listed on the APL effective at the time of placement. Where the terms Qualified Products List (QPL) appear in the Contract Documents, they will be synonymous with Approved Product List (APL).

Manufacturers seeking to have a product evaluated for the APL must submit an application, available on the Department's website at the following URL:https://www.fdot.gov/programmanagement/ProductEvaluation/Default.shtm. Applications must include the following documentation:

1. Supporting documentation as required by the Specifications, Standard Plans, and APL approval process. A sample may be requested to verify the product, in accordance with the specifications.
2. A photograph displaying the product as shipped with packaging.
3. A list displaying all components within the shipped packaging, if applicable.
4. Installation instructions and materials, if applicable.
5. Product packaging or product labels as required by the Specifications.
6. Construction material percentages and country source of materials.
7. Last two manufacturing steps and country of manufacture.
8. Manufacturer name and material designation (product name, product model/part number/style number, etc.) must be as identified on the product, product packaging, and product labels.
9. Applications must be signed by a legally responsible person employed by the manufacturer of the product.

Required test reports must be conducted by an independent laboratory or other independent testing facility. Required drawings and calculations must be signed and sealed by a Professional Engineer licensed in the State of Florida.

Products that have successfully completed the Department's evaluation process are eligible for inclusion on the APL. Manufacturers are required to submit requests to the Department for approval of any modifications or alterations made to a product listed on the APL. This includes, but is not limited to, design, raw material, or manufacturing process modifications. Modification or alteration requests must be submitted along with supporting documentation that the product continues to meet Section 6, the Specification, or Standard Plans requirements. A product sample and additional product testing and documentation may be required for the modification evaluation. Any marked variations from original test values, failure to notify the Department of any modifications or alterations, or any evidence of inadequate performance of a product may result in removal of the product from the APL.

Manufacturers must submit supporting documentation to the Department for a periodic review and re-approval of their APL products on or before the product's original approval anniversary. APL products that are not re-approved may be removed from the APL. Documentation requirements for the product review and re-approval, including schedule and criteria, are available on the Department's website at the following URL: https://www.fdot.gov/programmanagement/ProductEvaluation/Default.shtm.

6-1.3.2 Contractor Installation Certification: Submit installation certifications as required by the Contract Documents.

6-2 Applicable Documented Authorities Other Than Specifications.

6-2.1 General: Details on individual materials are identified in various material specific Sections of the Specifications that may refer to other documented authorities for requirements. When specified, meet the requirements as defined in such references.

6-2.2 Test Methods: Methods of sampling and testing materials are in accordance with the Florida Methods (FM). If an FM does not exist for a particular test, perform the testing in accordance with the method specified in the Specification. When test methods or other standards are referenced in the Specifications without identification of the specific time of issuance, use the most current issuance, including interims or addenda thereto, at the time of bid opening.

6-2.3 Construction Aggregates: Aggregates used on Department projects must be in accordance with Rule 14-103, FAC.

6-3 Storage of Materials and Samples.

6-3.1 Method of Storage: Store materials in such a manner as to preserve their quality and fitness for the work, to facilitate prompt inspection, and to minimize noise impacts on sensitive receivers. More detailed specifications concerning the storage of specific materials are prescribed under the applicable Specifications. The Department may reject improperly stored materials.

6-3.2 Use of Right-of-Way for Storage: If the Engineer allows, the Contractor may use a portion of the right-of-way for storage purposes and for placing the Contractor's plant and equipment. Use only the portion of the right-of-way that is outside the clear zone, which is the portion not required for public vehicular or pedestrian travel. When used, restore the right-of-way to pre-construction condition at no additional cost to the Department or as specified in the Contract Documents. Provide any additional space required at no expense to the Department.

6-3.3 Responsibility for Stored Materials: Accept responsibility for the protection of stored materials. The Department is not liable for any loss of materials, by theft or otherwise, or for any damage to the stored materials.

6-3.4 Storage Facilities for Samples: Provide facilities for storage of samples as described in the Contract Documents and warranted by the test methods and Specifications.

6-4 Defective Materials.

Materials not meeting the requirements of these Specifications will be considered defective. The Engineer will reject all such materials, whether in place or not. Remove all rejected material immediately from the site of the work and from storage areas, at no expense to the Department.

Do not use material that has been rejected, until the Engineer has approved the material's use. Upon failure to comply promptly with any order of the Engineer made under the provisions

of this Article, the Engineer has the authority to have the defective material removed and replaced by other forces and deduct the cost of removal and replacement from any moneys due or to become due the Contractor.

6-4.1 Engineering Analysis: As an exception to the above, within 30 calendar days of the termination of the LOT or rejection of the material, the Contractor may submit to the Engineer a proposed Engineering Analysis Scope to determine the disposition of the material. The Engineering Analysis Scope must contain at a minimum:

1. Description of the defective materials.
2. Supporting information, testing or inspection reports with nonconformities, pictures, drawings, and accurately dimensioned deficiency maps as necessary. For cracked elements, provide drawings showing the location, average width, depth, length, and termination points of each crack along the surfaces. Provide the distance from each termination point to a fixed reference point on the component, such as beam end or edge of flange.
3. Proposed approach of investigation and analysis.
4. Name and credentials of the proposed Specialty Engineer or Contractor's Engineer of Record who will perform the engineering analysis.
5. Proposed testing laboratories, qualified in accordance with Section 105-7.

Upon approval of the Engineering Analysis Scope by the Engineer, the Specialty Engineer or Contractor's Engineer of Record may perform the engineering analysis as defined in the approved scope and submit a signed and sealed Engineering Analysis Report (EAR) to the Engineer. The EAR must contain at a minimum:

1. The approved Engineering Analysis Scope.
2. Any investigations performed and the associated results obtained.
3. Analysis and conclusion.
4. Proposed disposition of the material, addressing the performance and durability of the proposed action.

Provide as appropriate:

1. Written evidence of a previously approved comparable deficiency and its repair.
2. Documented research demonstrating the effectiveness of the proposed repair.
3. Engineering calculations.

A Specialty Engineer, who is an independent consultant, or the Contractor's Engineer of Record as stated within each individual Section shall perform any such analysis within 45 calendar days of the Engineer's approval of the Engineering Analysis Scope, complete and submit the EAR. The EAR must be signed and sealed by the Specialty Engineer or the Contractor's Engineer of Record that performed the engineering analysis. Allow for a 45 calendar day review period for all EARs associated with a category 2 bridge; tolling components identified in the current FDOT General Tolling Requirements (GTR) Part 3; and the tolling-related signing, DMS and ITS infrastructure. Allow for a 25 calendar day review period for all other items. The Engineer will determine the final disposition of the material after review of the EAR. No additional monetary compensation or time extension will be granted for the impact of any such analysis or review.

6-5 Products and Source of Supply.

6-5.1 Source of Supply–Convict Labor (Federal-Aid Contracts Only): Do not use materials that were produced after July 1, 1991, by convict labor for Federal-aid highway construction projects unless the prison facility has been producing convict-made materials for Federal-aid highway construction projects before July 1, 1987.

Use materials that were produced prior to July 2, 1991, by convicts on Federal-aid highway construction projects free from the restrictions placed on the use of these materials by 23 U.S.C. 114. The Department will limit the use of materials produced by convict labor for use in Federal-aid highway construction projects to:

1. Materials produced by convicts on parole, supervised release, or probation from a prison or,
2. Materials produced in a qualified prison facility.

The amount of such materials produced for Federal-aid highway construction during any 12-month period shall not exceed the amount produced in such facility for use in such construction during the 12-month period ending July 1, 1987.

6-5.2 Source of Supply: Comply with 2 CFR 184 and 2 CFR 200.322, which includes the Buy America Sourcing Preferences of the Build America, Buy America Act (BABA). Domestic compliance for all affected products will be listed on the APL. The list of affected articles, materials, and supplies that have been added to the APL and are not identified in each individual Section can be found at the following URL: https://www.fdot.gov/programmanagement/ProductEvaluation/Default.shtm.

6-5.2.1 Steel and Iron: Use steel and iron manufactured in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through the final shaping and coating. If a steel or iron product is taken outside the United States for any manufacturing process, it becomes foreign source material. When using steel or iron materials as a component of any manufactured product (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply. Foreign steel and iron may be used when the total actual cost of such foreign materials does not exceed 0.1% of the total Contract amount or $2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. Submit a certification from the manufacturer of steel or iron, or any product containing steel or iron, stating that all steel or iron furnished or incorporated into the furnished product was produced and manufactured in the United States or a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at $ (actual cost). Submit each such certification to the Engineer prior to incorporating the material or product into the project. Prior to the use of foreign steel or iron materials on a project, submit invoices to document the actual cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project.

6-5.2.2 Manufactured Products: Use Manufactured Products that are consumed in, incorporated into, or affixed to an infrastructure project that are manufactured in the United States, in accordance with BABA requirements and applicable waivers.

6-5.2.3 Construction Materials: Use non-ferrous metals, plastic and polymer-based products, glass, lumber, and drywall articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project that are manufactured in the United States, in accordance with BABA requirements.

6-5.2.4 Exemptions to Build America, Buy America: Temporary devices, equipment, and other items removed at or before the completion of the project are exempt from BABA funding eligibility requirements. Aggregates, cementitious materials, and aggregate binding agents or additives are exempted from BABA funding eligibility requirements.

6-5.3 Contaminated, Unfit, Hazardous, and Dangerous Materials: Do not use any material that, after approval and/or placement, has in any way become unfit for use. Do not use materials containing any substance that has been determined to be hazardous by the State of Florida Department of Environmental Protection or the U.S. Environmental Protection Agency (EPA). Provide workplaces free from serious recognized hazards and to comply with occupational safety and health standards, as determined by the U.S. Department of Labor Occupational Safety and Health Administration (OSHA).

SECTION 7 – LEGAL REQUIREMENTS AND RESPONSIBILITIES TO THE PUBLIC.

7-1.1 Compliance with FHWA 1273: The FHWA-1273 Electronic version, dated October 23, 2023 is posted on the Department's website at the following URL address: https://www.fdot.gov/specifications/specifications-references.
Take responsibility to obtain this information and comply with all requirements posted on this website up through five calendar days before the opening of bids.

Comply with the provisions contained in FHWA-1273.

If the Department's website cannot be accessed, contact the Department's Specifications Office Web Coordinator at (850) 414-4101.

7-1.3 Introduction or Release of Prohibited Aquatic Plants, Plant Pests, or Noxious Weeds: Do not introduce or release prohibited aquatic plants, plant pests, or noxious weeds into the project limits as a result of clearing and grubbing, earthwork, grassing and mulching, sodding, landscaping, or other such activities. Immediately notify the Engineer upon discovery of all prohibited aquatic plants, plant pests, or noxious weeds within the project limits. Do not move prohibited aquatic plants, plant pests, or noxious weeds within the project limits or to locations outside of the project limits without the Engineer's permission. Maintain all borrow material brought onto the project site free of prohibited aquatic plants, plant pests, noxious weeds, and their reproductive parts. Refer to Rule 5B-64 and Rule 5B-57, of the Florida Administrative Code for the definition of prohibited aquatic plants, plant pests, and noxious weeds.

7-1.4 Compliance with Federal Endangered Species Act and other Wildlife Regulations: The Federal Endangered Species Act requires that the Department investigate the potential impact to a threatened or endangered species prior to initiating an activity performed in conjunction with a highway construction project. If the Department's investigation determines that there is a potential impact to a protected, threatened or an endangered species, the Department will conduct an evaluation to determine what measures may be necessary to mitigate such impact. When mitigation measures and/or special conditions are necessary, these measures and conditions will be addressed in the Contract Documents or permits.

In addition, in cases where certain protected, threatened or endangered species are found or appear within close proximity to the project boundaries, the Department has established

guidelines that will apply when interaction with certain species occurs, absent of any special mitigation measures or permit conditions otherwise identified for the project.

These guidelines are posted at the following URL address: https://www.fdot.gov/specifications/specifications-references.

Take responsibility to obtain this information and take all actions and precautions necessary to comply with the conditions of these guidelines during all project activities.

Prior to establishing any off-project activity in conjunction with a project, notify the Engineer of the proposed activity. Covered activities include but are not necessarily limited to borrow pits, concrete or asphalt plant sites, disposal sites, field offices, and material or equipment storage sites. Include in the notification the Financial Project ID, a description of the activity, the location of the site by township, range, section, county, and city, a site location map including the access route, the name of the property owner, and a person to contact to arrange a site inspection. Submit this notification at least 30 days in advance of planned commencement of the off-site activity, to allow for the Department to conduct an investigation without delaying job progress.

Do not perform any off-project activity without obtaining written clearance from the Engineer. In the event the Department's investigation determines a potential impact to a protected, threatened or endangered species and mitigation measures or permits are necessary, coordinate with the appropriate resource agencies for clearance, obtain permits and perform mitigation measures as necessary. Immediately notify the Engineer in writing of the results of this coordination with the appropriate resource agencies. Additional compensation or time will not be allowed for permitting or mitigation, associated with Contractor initiated off-project activities.

7-1.7 Insecticides, Herbicides and Fertilizers:

7-1.7.1 Insecticides and Herbicides: Use products found on the following website, https://www.npirs.org/state/ approved by the Florida Department of Agriculture for the State of Florida. The use of restricted products is prohibited. Do not use any products in the sulfonylurea family of chemicals. Herbicide application by broadcast spraying is not allowed.

Procure any necessary licenses, pay all charges and fees, and give all notices necessary for lawful performance of the work.

Ensure that all insecticides and herbicides are applied in accordance with Chapter 5E-9, Florida Administrative Code. Provide a copy of current certificates upon request, to the Engineer.

Ensure that employees who work with herbicides comply with all applicable Federal, State, and local regulations.

Comply with all regulations and permits issued by any regulatory agency within whose jurisdiction work is being performed. Post all permit placards in a protected, conspicuous location at the work site.

Acquire any permits required for work performed on the rights-of-way within the jurisdiction of National Forests in Florida. Contact the Local National Forest Ranger District, or the United States Department of Agriculture (USDA) office for the proper permits and subsequent approval.

Acquire all permits required for aquatic plant control as outlined in Chapter 62C-20, Florida Administrative Code Rules of the Florida Department of Environmental Protection. Contact the Regional Field Office of Bureau of Invasive Plant Management of the Florida Department of Environmental Protection for proper permits and subsequent approval. If

application of synthetic organo-auxin herbicides is necessary, meet the requirements of Chapter 5E-2, Florida Administrative Code.

7-1.7.2 Fertilizer: Ensure that all employees applying fertilizer, possess a current Florida Department of Agriculture and Consumer Services Commercial Applicator license in accordance with Section 482.1562, F.S. Upon request, provide a copy of current certificates to the Engineer.

7-1.8 Compliance with Section 4(f) of the USDOT Act: Section 4(f) of the USDOT Act prohibits the U. S. Secretary of Transportation from approving a project which requires the use of publicly owned land of a public park, recreation area or a wildlife and waterfowl refuge, or of any historic site of national, state, or local significance unless there is no prudent or feasible alternative to using that land and the program or project includes all possible planning to minimize the harm to the site resulting from the use.

Before undertaking any off-project activity associated with any federally assisted undertaking, ensure that the proposed site does not represent a public park, recreation area, wildlife or waterfowl refuge, or a historic site (according to the results of the Cultural Resources Survey discussed in 120-6.2). If such a site is proposed, notify the Engineer and provide a description of the proposed off-site activity, the Financial Project ID, the location of the site by township, range, section, a county or city map showing the site location, including the access route and the name of the property. It is the Contractor's responsibility to submit justification for use of Section 4(f) property that is sufficient for the Florida Department of Transportation and the Federal Highway Administration to make a Section 4(f) determination. Submit this notification sufficiently in advance of planned commencement of the off-site activity to allow a reasonable time for the Engineer to conduct an investigation without delaying job progress. Do not begin any off-project activity without obtaining written clearance from the Engineer.

7-7 Control of the Contractor's Equipment.

7-7.2 Overloaded Equipment: Do not operate on any road, street or bridge including a Department owned temporary bridge, any hauling unit or equipment loaded in excess of:

1. the maximum weights specified in the Florida Highway Patrol, Commercial Motor Vehicle Manual (Trucking Manual), or
2. lower weight limits legally established and posted for any section of road or bridge by the Department or local authorities.

The governmental unit having jurisdiction over a particular road or bridge may provide exceptions by special permit.

This restriction applies to all roads and bridges inside and outside the Contract limits as long as these roads and bridges are open for public use. The Contractor may overload roads and bridges which are to be demolished after they are permanently closed to the public. The Contractor is responsible for all loss or damages resulting from equipment operated on a structure permanently closed to the public.

7-7.5 Contractor's Equipment on Bridge Structures: The Contractor's Engineer of Record shall analyze the effect of imposed loads on bridge structures, including Department owned temporary bridges, within the limits of a construction contract, resulting from the following operations:

1. Overloaded Equipment as defined in 7-7.2:
    a. Operating on or crossing over completed bridge structures.
    b. Operating on or crossing over partially completed bridge structures.
2. Equipment within legal load limits:

a. Operating on or crossing over partially completed bridge structures.

3. Construction cranes:

a. Operating on completed bridge structures.

b. Operating on partially completed bridge structures.

4. Asphalt Milling Equipment:

a. In excess of 90,000 lbs crossing bridge structures.

b. Less than 90,000 lbs crossing bridge structures listed on the overweight routing map CRN-2 located on the Office of Maintenance Over-Weight Dimension Permits website at https://www.fdot.gov/maintenance/owod-permit-documents#BlanketAttachments.

Any pipe culvert(s) or box culvert(s) qualifying as a bridge under 1-3 is excluded from the requirements above.

A completed bridge structure is a bridge structure in which all elemental components comprising the load carrying assembly have been completed, assembled, and connected in their final position. The components to be considered shall also include any related members transferring load to any bridge structure.

The Contractor's Engineer of Record shall determine the effect that equipment loads have on the bridge structure and develop the procedures for using the loaded equipment without exceeding the structure's design load capacity.

Submit to the Department for approval the design calculations, layout drawings, and erection drawings showing how the equipment is to be used so that the bridge structure will not be overstressed. The Contractor's Engineer of Record shall sign and seal the drawings and the cover sheet of the calculations for the Department's Record Set.

7-16 Wage Rates for Federal-Aid Projects.

For this Contract, payment of predetermined minimum wages applies.

The U.S. Department of Labor (USDOL) Wage Rates applicable to this Contract are listed in table below, as modified up through ten days prior to the opening of bids.

Wage Rate Decision Number	County	Associated Work

Review the General Decisions for all classifications necessary to complete the project. Request additional classifications through the Engineer's office when needed.

7-24 Disadvantaged Business Enterprise Program.

7-24.2 Required Contract and Subcontract DBE Assurance Language: In accordance with 49 CFR 26.13 (b), the Contract FDOT signs with the Contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: "The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions'
3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as non-responsible."

7-24.4 DBE Records and Reports: Submit the following through the Equal Opportunity Compliance System:

1. DBE Commitments - at or before the Pre-Construction Conference.

2. Report monthly, through the Equal Opportunity Compliance System on the Department's Website, actual payments (including retainage) made to DBEs for work performed with their own workforce and equipment in the area in which they are certified. Report payments made to all DBE and Minority Business Enterprise (MBE) subcontractors and DBE and MBE construction material and major suppliers.

The Equal Opportunity Office will provide instructions on accessing this system. Develop a record keeping system to monitor DBE affirmative action efforts which include the following:

1. the procedures adopted to comply with these Specifications;
2. the number of subordinated Contracts on Department projects awarded to DBEs;
3. the dollar value of the Contracts awarded to DBEs;
4. the percentage of the dollar value of all subordinated Contracts awarded to DBEs as a percentage of the total Contract amount;
5. a description of the general categories of Contracts awarded to DBEs; and
6. the specific efforts employed to identify and award Contracts to DBEs.

Upon request, provide the records to the Department for review.

Maintain all such records for a period of five years following acceptance of final payment and have them available for inspection by the Department and the Federal Highway Administration.

7-24.5 Counting DBE Participation and Commercially Useful Functions: 49 CFR Part 26.55 specifies when DBE credit shall be awarded for work performed by a DBE. DBE credit can only be awarded for work actually performed by DBEs themselves for the types of work for which they are certified. When reporting DBE Commitments, only include the dollars that a DBE is expected to earn for work they perform with their own workforce and equipment. Update DBE Commitments to reflect changes to the initial amount that was previously reported or to add DBEs not initially reported.

When a DBE participates in a contract, the value of the work is determined in accordance with 49 CFR Part 26.55, for example:

1. The Department will count only the value of the work performed by the DBE toward DBE goals. The entire amount of the contract that is performed by the DBE's own forces (including the cost of supplies, equipment and materials obtained by the DBE for the contract work) will be counted as DBE credit.

2. The Department will count the entire amount of fees or commissions charged by the DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services or for providing bonds or insurance specifically required for the performance of a Department-assisted contract, toward DBE goals, provided that the

Department determines the fees to be reasonable and not excessive as compared with fees customarily followed for similar services.

3. When the DBE subcontracts part of the work of its contract to another firm, the Department will count the value of the subcontracted work only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

4. When a DBE performs as a participant in a joint venture, the Department will count the portion of the dollar value of the contract equal to the distinct, clearly defined portion of the work the DBE performs with its own forces toward DBE goals.

5. The Contractors shall ensure that only expenditures to DBEs that perform a commercially useful function (CUF) in the work of a contract may be counted toward the voluntary DBE goal.

6. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

7. Contractors wishing to use joint checks involving DBE credit must provide written notice to the District Contract Compliance Office prior to issuance of the joint check. The Contractor must also provide a copy of the notice to the DBE subcontractor and maintain a copy with the project records.

8. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

9. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

10. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own workforce, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the DBE has not performed a commercially useful function.

7-24.6 Prompt Payments: Meet the requirements of 9-5 for payments to all DBE subcontractors.

7-25 On-The-Job Training Requirements.

As part of the Contractor's equal employment opportunity affirmative action program, the Contractor shall provide training aimed at developing full journeymen in a trade or job classification involved on all applicable roadway and bridge construction projects receiving federal funds.

The anticipated minimum number of trainees will be initially derived from construction contract calendar days and dollar value as represented within the provided Table 7-1. A final training goal will be determined at the Training Evaluation Meeting based upon the Department's consideration of all relevant factors including qualitative evidence in the form of contractor efforts to advance equal employment opportunity beyond mere compliance with legal

obligations; the availability of eligible trainees; potential for effective training; contractor workforce; project location; type of work and work items; and contractor participation in other approved training or workforce development programs.

No trainees will be required for Federal-aid Contracts administered with a Contract Time allowance of less than 275 calendar days. When the Contract Time allowance is 275 calendar days or more, the estimated required number of trainees shown in Table 7-1, with all other relevant factors, be the basis in determining totals. The ability of the contractor to successfully achieve completion of required training goals is desired. From consideration of all criteria presented during the Training Evaluation Meeting, the District Contract Compliance Manager may adjust the minimum number of trainees regarding those totals.

Table 7-1	
Estimated Contract Values	Anticipated Required Trainees
$3,500,000 or less	0
Over $3,500,000 to $7,500,000	2
Over $7,500,000 to $12,000,000	3
Over $12,000,000 to $20,000,000	4
Over $20,000,000 to $30,000,000	6
Over $30,000,000 to $40,000,000	8
Over $40,000,000 to $60,000,000	10
Over $60,000,000 to $75,000,000	12
Over $75,000,000 to $90,000,000	14
Over $90,000,000 to $100,000,000	15
Over $100,000,000 to $125,000,000	17
Over $125,000,000 to $150,000,000	20
Over $150,000,000 to $175,000,000	22
Over $175,000,000 to $200,000,000	25
Over $200,000,000* One additional trainee per $10,000,000 additional Construction Contract amount	

Training and upgrading of minority, nonminority, women, and economically disadvantaged persons toward journeyman status is a primary objective of this Section. Accordingly, by conducting systematic and direct recruitment through public and private sources likely to yield minorities and women trainees the Contractor shall make every effort to enroll candidates to the extent such individuals are located and available within a reasonable area of recruitment. This training is not intended, and shall not be used, to discriminate against any applicant or prevent access of, whether minority, nonminority, woman, or persons believed economically disadvantaged.

The intent of these provisions is to provide training in construction crafts rather than clerical type positions. Training is permissible in lower-level management positions such as Office Engineers, Estimators etc., where the training is oriented toward construction applications. Training in the laborer classifications, except Common or General Laborer, may be permitted provided that significant and meaningful training plan is provided and approved by the District Contract Compliance Manager. Training as a Helper for any position, Rodman/Chainman, and Timekeeper classifications will not be approved for the On-The-Job Training Program.

The Contractor may incorporate the requirements of this Section, including responsibility for training a portion of trainees, in any such subcontract maintaining continued primary responsibility and satisfaction of requirements imposed by this Section.

The Department and the Contractor shall establish a training program which is tied to construction scope of work, length of operations, and satisfy all equal employment opportunity obligations of the Contractor. Other additionally recognized apprenticeship or training programs may be considered acceptable provided those are being administered in a manner consistent with the equal employment obligations of Federal-aid Highway Construction Contracts. Approval or acceptance of a training schedule shall be obtained from the Department prior to commencing work with classifications covered by such programs.

The Department and Contractor shall determine the training goal, classification types and minimum total hours needed during the Trainee Evaluation Meeting. An On-the-Job Training Schedule indicating number of training candidates and appropriate Proficiency Standards for each classification must be submitted by the Contractor within ten days after the meeting for approval by the Department.

This schedule may be subject to change and a revised schedule shall be submitted for approval by the Department if any of the following occur:

1. Start date on the approved On-The-Job Training Schedule or Plan has been missed by 14 or more days.
2. Start date on the approved On-The-Job Training Schedule or Plan is accelerated to commence earlier than 14 or more days.
3. A change in previously approved classifications.
4. Replacement trainees are added due to voluntary or involuntary termination.

The Contractor is responsible for identifying qualified candidates for enrollment and feasibly 25% of trainees in each occupation are in their first year of training. To ensure eligibility, the Contractor should include appropriate questions in the employee application or by other suitable means. Regardless of the method used, the Contractor's records should document the findings in each case. The Department will gather additional information regarding the proposed Candidates' previous work experience, training, as well as understanding of the On-the-Job Program and Proficiency Standards established for the classification.

The Trainee Enrollment and Notification of Personnel Action form is to be submitted fourteen days prior to the requested enrollment date. To be considered for enrollment, the proposed trainee candidate must meet the following criteria:

1. The candidate did not successfully complete a training course leading to journeyman status for the proposed classification.
2. The candidate did not gain sufficient experience by working in the proposed classification.
3. The candidate was not hired as a journeyman in the proposed classification.
4. The candidate is not currently enrolled in the On-the-Job Program.

The Contractor shall compensate the trainee at no less than the laborer rate established in the Contract at the commencement of training. The compensation rate will be increased to the journeyman's wage upon graduation from the training program for the remainder of the time the trainee graduate works in the classification in which they were trained.

If an economically disadvantaged non-minority person is enrolled, such action shall be accompanied by a disadvantaged certification or a justification for such action acceptable to the Department. The Contractor will be responsible for, and provided an opportunity to identify

actions and steps taken in pursuance thereof, prior to a determination of compliance with this Section being assessed the Contractor.

The Contractor may only enroll a trainee in one active classification per instance prior to approval of an additional classification for that trainee on the same project unless approved by the District Contract Compliance Manager. At beginning of training, the Contractor shall furnish the trainee a copy of the scheduled program they will follow during the intended training period and upon completion, award certification indicating type and total hours satisfactorily achieved.

To complete training, the transfer of trainees from project to project and from district to district is permitted. This includes transfers between multiple projects which could include non-FDOT government projects (City, County, etc.) provided there is the existence of an agreement to monitor the OJT Trainees in accordance with the OJT Program with the contractor, FDOT and other participating agencies. A trainee is only allowed to be enrolled on the original project.

The Contractor shall generate, maintain and furnish the District Contract Compliance Manager with the Monthly Time Report reflecting known training hours apart from other work hours performed by each individual trainee as part of this Contract. The report shall be submitted no later than the tenth day of the subsequent month and identify proficiency occurring.

Graduation to journeyman status will be based upon satisfactory accomplishment of:

1. Proficiency Demonstration being achieved upon conclusion of training as established for the specific training classification.

2. Completion of the minimum hours in a training classification range.

3. The employer's satisfaction that the trainee does meet journeyman status in the classification of training.

The Contractor shall furnish the following documentation to the Department within seven days of successfully demonstrating proficiency:

1. Trainee Enrollment and Notification of Personnel Action form.

2. Proficiency Demonstration Verification Form signed by representatives of both the Contractor and the Department as well as the trainee indicating successful completion of each Proficiency Standard established for the classification.

The Contractor shall submit to the Department a copy of the Trainee Enrollment and Notification of Personnel Action form no later than seven days after the effective date when the candidate is voluntarily or involuntarily terminated from the program.

When approved in advance, the Department provides the Contractor the opportunity to participate in "Voluntary On-the-Job Training Program for Banking". Banking Certificates will be issued when the Contractor desires to preserve credit for a trainee. Further, if the Contractor or subcontractor requests to utilize banked trainees, the Banking Certificate will be validated allowing credit to the Contractor on a subsequent Federal-Aid Project. Banked credits of Prime Contractors working as Subcontractors may be accepted for credit. Voluntary On-the-Job Training Program for Banking can be considered under the following circumstances:

1. Federal-aid Projects – Banking Certificates are issued for training of persons in excess of the required number of candidates based on the awarded Contract amount less items of work for which no training can be afforded.

2. State Funded Projects - the Contractor will have the option to train employees on project for which On-the-Job Training Program mandates do not apply. However, the request to participate must be evaluated and will be considered if adequate Department staff are available to monitor compliance with the training criteria.

The following criteria will be used in determining if the Contractor has complied with the requirements of this specification:

1. Credit will be allowed for each trainee who satisfactorily completes training for the classification in which the trainee is enrolled.

2. Credit will be allowed for each trainee who continues training in the same job classification and who completes their training on a different contract.

3. Credit will be allowed for a trainee who is given the greatest practical amount of training on the contract; however, the trainee is unable to complete the training due to insufficient amount of work available in the classification.

4. Credit will be allowed for any position indicated in the approved On-the-Job Training Schedule or Plan, for which the Contractor can demonstrate that a good faith effort was made to provide training.

5. No credit will be allowed for a trainee whose employment by the Contractor is involuntarily terminated unless the Contractor can clearly demonstrate good cause for this action.

6. Banking certificates may be redeemed within five (5) years of issuance. The issuance and redemption of banking certificates are tracked by each District and the EEO.

7. Earned banking credits are redeemed by presenting the original banking certificate to the DCCM of the district where the project on which the credit is to be applied.

8. A contractor utilizing banking credit(s) to fulfill agreed upon trainee requirement(s), must present the original banking certificate for redemption. If the contractor has determined at the TEM that banked credits will be used to meet trainee requirements, then the certificate(s) is submitted with the initial training schedule. A prime contractor working as a subcontractor to another prime, may redeem their earned banking certificates for the prime.

9. If the contractor subsequently determines to use banked credit(s) to meet trainee requirements, then the certificate(s) are submitted with the revised training schedule.

The Contractor will have fulfilled the responsibilities of this Specification when acceptable training has been provided to the trainee as specified above.

7-29 E-Verify.

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

SECTION 8 – PROSECUTION OF WORK.

8-1 Subletting or Assigning of Contracts.

Do not, sell, transfer, assign or otherwise dispose of the Contract or Contracts or any portion thereof, or of the right, title, or interest therein, without written consent of the Department. If the Contractor chooses to sublet any portion of the Contract, the Contractor must provide a written request to sublet work on the Certification of Sublet Work form developed by the Department for this purpose. With the Engineer's acceptance of the request, the Contractor may sublet a portion of the work, but shall perform with its own organization work amounting to not less than 40% of the total Contract amount. The Certification of Sublet Work request will be deemed acceptable by the Department, for purposes of the Department's consent, unless the

Engineer notifies the Contractor within 5 business days of receipt of the Certification of Sublet Work that the Department is not consenting to the requested subletting.

Include in the total Contract amount the cost of materials and manufactured component products, and their transportation to the project site. For the purpose of meeting this requirement the Department will not consider off-site commercial production of materials and manufactured component products that the Contractor purchases, or their transportation to the project, as subcontracted work.

If the Contractor sublets a part of a Contract item, the Department will use only the sublet proportional cost in determining the percentage of subcontracted normal work.

Execute all agreements to sublet work in writing and include all pertinent provisions and requirements of the Contract. All other agreements must be in writing and reference all applicable Contract provisions. Upon request, furnish the Department with a copy of the subcontract and agreement. The subletting of work does not relieve the Contractor or the surety of their respective liabilities under the Contract.

The Department recognizes a subcontractor only in the capacity of an employee or agent of the Contractor, and the Engineer may require the Contractor to remove the subcontractor as in the case of an employee.

8-3.2 Submission of Contract Schedule: Within 21 calendar days after Contract award or at the preconstruction conference, whichever is earlier, submit to the Engineer a Contract Schedule for the project. The Engineer will review and respond to the Contractor within 15 calendar days of receipt.

Provide a Contract Schedule that shows the various activities of work in sufficient detail to demonstrate a reasonable and workable plan to complete the project within the Contract Time. Show the order and interdependence of activities and the sequence for accomplishing the work. Describe all activities in sufficient detail so that the Engineer can readily identify the work and measure the progress of each activity. Show each activity with a beginning work date and a duration. Include activities for procurement fabrication, and delivery of materials, plant, and equipment, and review time for shop drawings and submittals. Include milestone activities when milestones are required by the Contract Documents. In a project with more than one phase, adequately identify each phase and its completion date, and do not allow activities to span more than one phase.

Conduct sufficient liaison and provide sufficient information to indicate coordination activities with utility owners that have facilities within the limits of construction have been resolved. Incorporate in the Contract Schedule any utility work schedules included in the Contract Documents unless the utility company and the Department mutually agree to changes to the utility schedules shown in the Contract.

Submit a working plan with the Contract Schedule, consisting of a concise written description of the construction plan.

The Engineer will return inadequate Contract Schedules to the Contractor for corrections. Resubmit a corrected schedule within 15 calendar days from the date of the Engineer's return transmittal.

Submit an updated Contract Schedule, for Engineer's acceptance, if there is a significant change in the planned order or duration of an activity. The Engineer will review the corrected schedule and respond within 7 calendar days of receipt.

By acceptance of the Contract Schedule, the Engineer does not endorse or otherwise certify the validity or accuracy of the activity durations or sequencing of activities.

The Engineer will use the accepted schedule as the baseline against which to measure the progress.

If the Contractor fails to finalize either the initial or a revised Contract Schedule in the time specified, the Engineer may withhold all Contract payments until the Engineer accepts the schedule.

The Contract Schedule may indicate a completion date in advance of the expiration of Contract Time. However, the Department will not be liable in any way for the Contractor's failure to complete the project prior to expiration of Contract Time. Any additional costs, including extended overhead incurred between the Contractor's scheduled completion date and the expiration of Contract Time, shall be the responsibility of the Contractor. The Contractor shall not be entitled to claim or recover any such costs from the Department.

8-5 Qualifications of Contractor's Personnel.

Provide competent, careful, and reliable superintendents, foremen, and workers. Provide workers with sufficient skill and experience to properly perform the work assigned to them. Provide workers engaged on special work, or skilled work, such as bituminous courses or mixtures, concrete bases, pavements, or structures, or in any trade, with sufficient experience in such work to perform it properly and satisfactorily and to operate the equipment involved. Provide workers that shall make due and proper effort to execute the work in the manner prescribed in the Contract Documents, or the Engineer may take action as prescribed below.

It is prohibited as a conflict of interest for a Contractor to subcontract with a Consultant to perform Contractor Quality Control when the Consultant is under contract with the Department to perform work on any project described in the Contractor's Contract with the Department. Prior to approving a Consultant for Contractor Quality Control, the Contractor shall submit to the Department a Certificate from the proposed Consultant certifying that no conflict of interest exists.

Whenever the Engineer determines that any person employed by the Contractor is incompetent, unfaithful, intemperate, disorderly, or insubordinate, the Engineer will provide written notice and the Contractor shall discharge the person from the work. Do not employ any discharged person on the project without the written consent of the Engineer. If the Contractor fails to remove such person or persons, the Engineer may withhold all estimates that are or may become due, or suspend the work until the Contractor complies with such orders. Protect, defend, indemnify, and hold the Department, its agents, officials, and employees harmless from all claims, actions, or suite arising from such removal, discharge, or suspension of employees.

8-7.3 Adjusting Contract Time:

8-7.3.1 Increased Work: The Department may grant an extension of Contract Time when it increases the Contract amount due to overruns in original Contract items, adds new work items, or provides for unforeseen work. The Department will base the consideration for granting an extension of Contract Time on the extent that the time normally required to complete the additional designated work delays the Contract completion schedule.

8-7.3.2 Contract Time Extensions: The Department may grant an extension of Contract Time when a controlling item of work is delayed by factors not reasonably anticipated or foreseeable at the time of bid. The Department may allow such extension of time only for delays occurring during the Contract Time period or authorized extensions of the Contract Time period. When failure by the Department to fulfill an obligation under the Contract results in delays to the controlling items of work, the Department will consider such delays as a basis for granting a time extension to the Contract.

Whenever the Engineer suspends the Contractor's operations, as provided in 8-6, for reasons other than the fault of the Contractor, the Engineer will grant a time extension for any delay to a controlling item of work due to such suspension. The Department will not grant time extensions to the Contract for delays due to the fault or negligence of the Contractor.

The Department does not include an allowance for delays caused by the effects of inclement weather or suspension of Contractor's operations as defined in 8-6.4, in establishing Contract Time. The Engineer will continually monitor the effects of weather and, when found justified, grant time extensions on either a bimonthly or monthly basis. The Engineer will not require the Contractor to submit a request for additional time due to the effects of weather.

The Department will grant time extensions, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions, related adverse soil conditions or suspension of operations that prevent the Contractor from productively performing controlling items of work resulting in:

1. The Contractor being unable to work at least 50% of the normal work day on pre-determined controlling work items; or

2. The Contractor must make major repairs to work damaged by weather, provided that the damage is not attributable to the Contractor's failure to perform or neglect; and provided that the Contractor was unable to work at least 50% of the normal workday on pre-determined controlling work items.

When the Department grants a time extension due to rains or other inclement weather, the Contractor shall submit any objection to the additional time in writing within ten calendar days from receipt of written notice from the Engineer. Failure to submit a written appeal within ten calendar days from receipt of the written notice shall constitute a waiver of any and all rights to appeal the Department's decision at a later time.

No additional compensation will be made for delays caused by the effects of inclement weather.

The Department will consider the delays in delivery of materials or component equipment that affect progress on a controlling item of work as a basis for granting a time extension if such delays are beyond the control of the Contractor or supplier. Such delays may include an area-wide shortage, an industry-wide strike, or a natural disaster that affects all feasible sources of supply. In such cases, the Contractor shall submit substantiating letters from a representative number of manufacturers of such materials or equipment clearly confirming that the delays in delivery were the result of an area-wide shortage, an industry-wide strike, etc. No additional compensation will be made for delays caused by delivery of materials or component equipment.

The Department will not consider requests for time extension due to delay in the delivery of custom manufactured equipment such as traffic signal equipment, highway lighting equipment, etc., unless the Contractor submits documentation that they placed the order for such equipment in a timely manner, the delay was caused by factors beyond the manufacturer's control, and the lack of such equipment caused a delay in progress on a controlling item of work. No additional compensation will be paid for delays caused by delivery of custom manufactured equipment.

The Department will consider the affect of utility relocation and adjustment work on job progress as the basis for granting a time extension only if all the following criteria are met:

1. Delays are the result of either utility work that was not detailed in the Plans, or utility work that was detailed in the Plans but was not accomplished in reasonably close accordance with the schedule included in the Contract Documents.

2. Utility work actually affected progress toward completion of controlling work items.

3. The Contractor took all reasonable measures to minimize the effect of utility work on job progress, including cooperative scheduling of the Contractor's operations with the scheduled utility work at the preconstruction conference and providing adequate advance notification to utility companies as to the dates to coordinate their operations with the Contractor's operations to avoid delays.

The Department will consider requests for time extension due to delay in work operations within the limits of the railroad right-of-way, the adjoining 15 feet, or determined by the Railroad or Department to be able to potentially foul the tracks regardless of distance from railroad right-of-way on job progress as the basis for granting a time extension only if all the following criteria are met:

1. Delays are due to a lack of availability of Railroad protective services as required by 7-11.4.

2. Work within the limits of the railroad right-of-way or the adjoining 15 feet actually impacted progress toward completion of controlling work items.

3. The Contractor took all reasonable measures to minimize the effect of work operations within the limits of the railroad right-of-way or the adjoining 15 feet on job progress, including compliance with all provisions of 7-11.4 and 5-12, and cooperative scheduling of the Contractor's operations.

As a condition precedent to an extension of Contract Time the Contractor must submit to the Engineer:

A preliminary request for an extension of Contract Time must be submitted in writing to the Engineer within ten calendar days after the commencement of a delay to a controlling item of work. If the Contractor fails to submit this required preliminary request for an extension of Contract Time, the Contractor fully, completely, absolutely and irrevocably waives any entitlement to an extension of Contract Time for that delay. In the case of a continuing delay only a single preliminary request for an extension of Contract Time will be required. Each such preliminary request for an extension of Contract Time shall include as a minimum the commencement date of the delay, the cause of the delay, and the controlling item of work affected by the delay.

Furthermore, the Contractor must submit to the Engineer a request for a Contract Time extension in writing within 30 days after the elimination of the delay to the controlling item of work identified in the preliminary request for an extension of Contract Time. Each request for a Contract Time extension shall include as a minimum all documentation that the Contractor wishes the Department to consider related to the delay, and the exact number of days requested to be added to Contract Time. If the Contractor contends that the delay is compensable, then the Contractor shall also be required to submit with the request for a Contract Time extension a detailed cost analysis of the requested additional compensation. If the Contractor fails to submit this required request for a Contract Time extension, with or without a detailed cost analysis, depriving the Engineer of the timely opportunity to verify the delay and the costs of the delay, the Contractor waives any entitlement to an extension of Contract Time or additional compensation for the delay.

Upon timely receipt of the preliminary request of Contract Time from the Contractor, the Engineer will investigate the conditions, and if it is determined that a controlling item of work is being delayed for reasons beyond the control of the Contractor the Engineer will take appropriate action to mitigate the delay and the costs of the delay. Upon timely receipt of the request for a Contract Time extension the Engineer will further investigate the conditions, and if it is determined that there was an increase in the time or the cost of performance of the controlling item of work beyond the control of the Contractor, then an adjustment of Contract Time will be made, and a monetary adjustment will be made, excluding loss of anticipated profits, and the Contract will be modified in writing accordingly.

The existence of an accepted schedule, including any required update(s) is a condition precedent to the Contractor having any right to the granting of an extension of Contract Time or any monetary compensation arising out of any delay. Contractor failure to have an accepted schedule, including any required update(s), for the period of potential impact, or in the event the currently accepted schedule and applicable updates do not accurately reflect the actual status of the project or fail to accurately show the true controlling or non-controlling work activities for the period of potential impact, will result in any entitlement determination as to time or money for such period of potential impact being limited solely to the Department's analysis and identification of the actual controlling or non-controlling work activities. Further, in such instances, the Department's determination as to entitlement as to either time or compensability will be final, unless the Contractor can prove by clear and convincing evidence to a Disputes Review Board that the Department's determination was without any reasonable factual basis.

8-10 Liquidated Damages for Failure to Complete the Work.

8-10.2 Amount of Liquidated Damages: Applicable liquidated damages are the amounts established in the following schedule:

Original Contract Amount	Daily Charge Per Calendar Day
$299,999 and under	$1,318
$300,000 but less than $2,000,000	$1,609
$2,000,000 but less than $5,000,000	$2,529
$5,000,000 but less than $10,000,000	$3,498
$10,000,000 but less than $20,000,000	$4,752
$20,000,000 but less than $40,000,000	$6,703
$40,000,000 and over	$11,171 plus 0.00005 of any amount over $40 million (Round to nearest whole dollar)

The Engineer may approve adjustments to the liquidated damages amounts in accordance with the Construction Project Administration Manual (CPAM) provided all contract work is complete.

SECTION 9 – MEASUREMENT AND PAYMENT.

9-1.3 Determination of Pay Areas:

9-1.3.1 Final Calculation: When measuring items paid for on the basis of area of finished work, where the pay quantity is designated to be determined by calculation, the Engineer will use lengths and widths in the calculations based on the station to station

dimensions shown on the plans; the station to station dimensions actually constructed within the limits designated by the Engineer; or the final dimensions measured along the surface of the completed work within the neat lines shown on the plans or designated by the Engineer. The Engineer will use the method or combination of methods of measurement that reflect, with reasonable accuracy, the actual surface area of the finished work as the Engineer determines.

9-1.3.2 Plan Quantity: When measuring items paid for on the basis of area of finished work, where the pay quantity is designated to be the plan quantity, the Engineer will determine the final pay quantity based on the plan quantity subject to the provisions of 9-3.2. Generally, the Engineer will calculate the plan quantity using lengths based on station to station dimensions and widths based on neat lines shown in the plans.

9-3 Compensation for Altered Quantities.

9-3.1 General: When alteration in plans or quantities of work not requiring a supplemental agreement as hereinbefore provided for are offered and performed, the Contractor shall accept payment in full at Contract unit bid prices for the actual quantities of work done, and no allowance will be made for increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor, resulting either directly from such alterations, or indirectly from unbalanced allocation among the Contract items of overhead expense on the part of the bidder and subsequent loss of expected reimbursement therefore, or from any other cause.

Compensation for alterations in plans or quantities of work requiring supplemental agreements shall be stipulated in such agreement, except when the Contractor proceeds with the work without change of price being agreed upon, the Contractor shall be paid for such increased or decreased quantities at the Contract unit prices bid in the Proposal for the items of work. If no Contract unit price is provided in the Contract, and the parties cannot agree as to a price for the work, the Contractor agrees to do the work in accordance with 4-3.2.

9-3.2 Payment Based on Plan Quantity:

9-3.2.1 Error in Plan Quantity: As used in this Article, the term "substantial error" is defined as the smaller of 1. or 2. below:

1. a difference between the original plan quantity and final quantity of more than 5%,

2. a change in quantity which causes a change in the amount payable of more than $10,000.

On multiple job Contracts, changes made to an individual pay item due to substantial errors will be based on the entire Contract quantity for that pay item.

Where the pay quantity for any item is designated to be the original plan quantity, the Department will revise such quantity only in the event that the Department determines it is in substantial error. In general, the Department will determine such revisions by final measurement, plan calculations, or both, as additions to or deductions from plan quantities.

In the event that either the Department or the Contractor contends that the plan quantity for any item is in error and additional or less compensation is thereby due, the claimant shall submit, at their own expense, evidence of such in the form of acceptable and verifiable measurements or calculations. The Department will not revise the plan quantity solely on the basis of a particular method of construction that the Contractor selects. For earthwork items, the claimant must note any differences in the original ground surfaces from that shown in the original plan cross-sections that would result in a substantial error to the plan quantity, and must be properly documented by appropriate verifiable level notes, acceptable to both the

Contractor and the Department, prior to disturbance of the original ground surface by construction operations. The claimant shall support any claim based upon a substantial error for differences in the original ground surface by documentation as provided above.

9-3.2.2 Authorized Changes in Limits of Work: Where the Department designates the pay quantity for any item to be the original plan quantity and authorizes a plan change which results in an increase or decrease in the quantity of that item, the Department will revise the plan quantity accordingly. In general, the Department will determine such revisions by final measurement, plan calculations or both.

9-3.2.3 Specified Adjustments to Pay Quantities: Do not apply the limitations specified in 9-3.2.1 and 9-3.2.2 to the following:

(1) Where these Specifications or Special Provisions provide that the Department determines the pay quantity for an item on the basis of area of finished work adjusted in accordance with the ratio of measured thickness to nominal thickness.

(2) Where these Specifications provide for a deduction due to test results falling outside of the allowable specified tolerances.

(3) To payment for extra length fence posts, as specified in 550-6.3.

9-3.3 Lump Sum Quantities:

9-3.3.1 Error in Lump Sum Quantity: Where the Department designates the pay quantity for an item to be a lump sum and the plans show an estimated quantity, the Department will adjust the lump sum compensation only in the event that either the Contractor submits satisfactory evidence or the Department determines and furnishes satisfactory evidence that the lump sum quantity shown is in substantial error as defined in 9-3.2.1.

9-3.3.2 Authorized Changes in Work: Where the Department designates the pay quantity for an item to be a lump sum and the Plans show an estimated quantity, the Department will adjust compensation for that item proportionately when an authorized plan change is made which results in an increase or decrease in the quantity of that item. When the Plans do not show an estimated plan quantity or the applicable specifications do not provide adjustments for contingencies, the Department will compensate for any authorized plan change resulting in an increase or decrease in the cost of acceptably completing the item by establishing a new unit price through a supplemental agreement as provided in 4-3.2.

9-5 Partial Payments.

9-5.1 General: The Engineer will make partial payments on monthly estimates based on the amount of work that the Contractor completes during the month (including delivery of certain materials, as specified herein below). The Engineer will make approximate monthly payments, and the Department will correct all partial estimates and payments in the subsequent estimates and in the final estimate and payment.

The Department will base the amount of such payments on the total value of the work that the Contractor has performed to the date of the estimate, based on the quantities completed and the Contract prices, less payments previously made and less any retainage withheld.

Contract amount is defined as the original Contract amount adjusted by approved supplemental agreements.

Retainage will be determined for each job on multiple job Contracts. The Department will not accept Securities, Certificates of Deposit or letters of credit as a replacement for retainage. **9-5.2 Unsatisfactory Payment Record:** In accordance with Sections 255.05 and 337.16 of the Florida Statutes, and the rules of the Department, the Department may disqualify

the Contractor from bidding on future Department contracts if the Contractor's payment record in connection with contract work becomes unsatisfactory.

9-5.3 Withholding Payment:

9-5.3.1 Withholding Payment for Defective Work: If the Department discovers any defective work or material prior to the final acceptance, or if the Department has a reasonable doubt as to the integrity of any part of the completed work prior to final acceptance, then the Department will not allow payment for such defective or questioned work until the Contractor has remedied the defect and removed any causes of doubt.

9-5.3.2 Withholding Payment for Failure to Comply: The Department will withhold progress payments from the Contractor if they fail to comply with any or all of the following within 60 days after beginning work:

1. comply with and submit required paperwork relating to prevailing wage rate provisions, Equal Employment Opportunity, On-The-Job Training, and Affirmative Action;
2. comply with the requirement to all necessary information, including actual payments to DBEs, all other subcontractors and major suppliers, through the Internet based Equal Opportunity Reporting System;
3. comply with or make a good faith effort to ensure employment opportunity for minorities and females in accordance with the required contract provisions for Federal Aid Construction Contracts, and
4. comply with or make a good faith effort to meet On-The-Job Training goals.

The Department will withhold progress payments until the Contractor has satisfied the above conditions.

9-5.5 Partial Payments for Delivery of Certain Materials:

9-5.5.1 General: The Department will allow partial payments for new materials that will be permanently incorporated into the project and are stockpiled in approved locations in the project vicinity. Stockpile materials so that they will not be damaged by the elements and in a manner that identifies the project on which they are to be used.

The following conditions apply to all payments for stockpiled materials:

1. There must be reasonable assurance that the stockpiled material will be incorporated into the specific project on which partial payment is made.
2. The stockpiled material must be approved as meeting applicable specifications.
3. The total quantity for which partial payment is made shall not exceed the estimated total quantity required to complete the project.
4. The Contractor shall furnish the Engineer with copies of certified invoices to document the value of the materials received. The amount of the partial payment will be determined from invoices for the material up to the unit price in the Contract.
5. Delivery charges for materials delivered to the jobsite will be included in partial payments if properly documented.
6. Partial payments will not be made for materials which were stockpiled prior to award of the Contract for a project.

9-5.5.2 Partial Payment Amounts: The following partial payment restrictions apply:

1. Partial payments less than $5,000 for any one month will not be processed.

2. Partial payments for structural steel, ITS and signal components, and precast prestressed items will not exceed 85% of the bid price for the item. Partial payments for all other items will not exceed 75% of the bid price of the item in which the material is to be used.

3. Partial payment will not be made for aggregate and base course material received after paving or base construction operations begin except when a construction sequence designated by the Department requires suspension of paving and base construction after the initial paving operations, partial payments will be reinstated until the paving and base construction resumes.

9-5.5.3 Off Site Storage: If the conditions of 9-5.5.1 are satisfied, partial payments will be allowed for materials stockpiled in approved in-state locations. Additionally, partial payments for materials stockpiled in approved out-of-state locations will be allowed if the conditions of 9-5.5.1 and the following conditions are met:

1. Furnish the Department a Materials Bond stating the supplier guarantees to furnish the material described in the Contract to the Contractor and Department. Under this bond, the Obligor shall be the material supplier and the Obligees shall be the Contractor and the Florida Department of Transportation. The bond shall be in the full dollar amount of the bid price for the materials described in the contract.

2. The following clauses must be added to the construction Contract between the Contractor and the supplier of the stockpiled materials:

"Notwithstanding anything to the contrary, <supplier> will be liable to the Contractor and the Florida Department of Transportation should <supplier> default in the performance of this agreement."

"Notwithstanding anything to the contrary, this agreement, and the performance bond issued pursuant to this agreement, does not alter, modify, or otherwise change the Contractor's obligation to furnish the materials described in this agreement to the Florida Department of Transportation."

3. The agreement between the Contractor and the supplier of the stockpiled materials must include provisions that the supplier will store the materials and that such materials are the property of the Contractor.

9-5.6 Certification of Payment to Subcontractors: The term "subcontractor," as used herein, includes persons or firms furnishing materials or equipment incorporated into the work or stockpiled for which the Department has made partial payment and firms working under equipment-rental agreements. The Contractor is required to pay all subcontractors for satisfactory performance of their Contracts before the Department will make a further progress (partial) payment. The Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor's work is satisfactorily complete, as determined by the Department. Prior to receipt of any progress (partial) payment, the prime contractor shall certify that all subcontractors having an interest in the Contract were paid for satisfactory performance of their Contracts and that the retainage is returned to subcontractors within 30 days after satisfactory completion of the subcontractor's work. Provide this certification in the form designated by the Department.

Within 30 days of the Contractor's receipt of the final progress payment or any other payments thereafter, except the final payment, the Contractor shall pay all subcontractors and suppliers having an interest in the Contract for all work completed and materials furnished. The Department will honor an exception to the above when the Contractor demonstrates good

cause for not making any required payment and furnishes written notification of any such good cause to both the Department and the affected subcontractors or suppliers within said 30 day period.

The Contractor shall indemnify and provide defense for the Department when called upon to do so for all claims or suits against the Department, by third parties, pertaining to Contractor payment or performance issues arising out of the Contract. It is expressly understood that the monetary limitation on the extent of the indemnification shall be the approved Contract amount, which shall be the original Contract amount as may be increased by subsequent Supplemental Agreements.

ATTACHMENT Q

FDOT Forms 375-030-33 and 375-030-34

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS (Compliance with 49CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: _____

By: _____ Date: _____

Authorized Signature: _____

Title: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
11/25

Is this form applicable to your firm?
YES ☐ NO ☐
If *no*, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application b. initial award c. post-award	**3. Report Type:** a. initial filing b. material change **For Material Change Only:** Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, *if known*: _____ _____ _____ Congressional District, *if known*: 4c _____		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, *if known*: _____
6. Federal Department/Agency: _____ _____		**7. Federal Program Name/Description:** _____ _____ Assistance Listing Number (ALN), *if applicable*: _____
8. Federal Action Number, *if known*: _____		**9. Award Amount,** *if known*: $ _____
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*): _____ _____ _____		**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*): _____ _____ _____
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

ATTACHMENT R

FDOT Non-Collusion Declaration and Compliance with 49 CFR Part 29

NON-COLLUSION DECLARATION AND COMPLIANCE WITH 49 CFR § 29

ITEM/SEGMENT NO.: _____
F.A.P. NO.: _____
MANAGING DISTRICT: _____
PARCEL NO.: _____
COUNTY OF: _____
BID LETTING OF: _____

I, _____, hereby declare that I am
(NAME)

_____ of _____
(TITLE) (FIRM)

of _____
(CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.

2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.

3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.

5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.

6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.

8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: (Seal)

BY: _____ WITNESS: _____
NAME AND TITLE PRINTED

BY: _____ WITNESS: _____
SIGNATURE

Executed on this _____ day of _____, _____

FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE

REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

- Appendix B of 49 CFR Part 29 –

Appendix B—Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ATTACHMENT S

29 CFR 5.5(a) – HUD Form 4010

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1. Minimum wages and fringe benefits

i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:

1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

2. The classification is used in the area by the construction industry; and

3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

B. The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

A. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and

2. The classification is used in the area by the construction industry; and

3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iv. Fringe benefits not expressed as an hourly rate

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

vi. Interest In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- **A.** A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- **B.** A contracting agency for its reprocurement costs;
- **C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- **D.** A contractor's assignee(s);
- **E.** A contractor's successor(s); or
- **F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

- **A. Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- **B. Information required** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- **C. Additional records relating to fringe benefits**. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

D. Additional records relating to apprenticeship Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. Statement of Compliance Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;

2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

D. Use of Optional Form WH-347 The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii)(C).

E. Signature The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

F. Falsification The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

G. Length of certified payroll retention The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

iii. Contracts, subcontracts, and related documents The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

iv Required disclosures and access

A. Required record disclosures and access to workers The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

B. Sanctions for non-compliance with records and worker access requirements If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

C. Required information disclosures Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity

i. Apprentices

A. Rate of pay Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

B. Fringe benefits Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

C. Apprenticeship ratio The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

D. Reciprocity of ratios and wage rates Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

ii Equal employment opportunity The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5 Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6 Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and
Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

7 Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8 Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9 Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- **i.** Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- **ii.** Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- **iii.** Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or
- **iv.** Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms "laborers and mechanics" include watchpersons and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of $31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).
3. **Withholding for unpaid wages and liquidated damages**

i. **Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

ii **Priority to withheld funds** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- **A.** A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- **B.** A contracting agency for its reprocurement costs;
- **C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- **D.** A contractor's assignee(s);
- **E.** A contractor's successor(s); or
- **F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. ***Subcontracts***. The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- **i.** Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
- **ii.** Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
- **iii.** Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
- **iv.** Informing any other person about their rights under CWHSSA or 29 CFR part 5.

C. CWHSSA required records clause In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

D. Incorporation of contract clauses and wage determinations by reference Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

E. Incorporation by operation of law The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

ATTACHMENT T

Davis Bacon Wage Determinations

"General Decision Number: FL20260255 01/02/2026

Superseded General Decision Number: FL20250255

State: Florida

HIGHWAY WAGE RATE ONLY APPLICABLE TO THE LAP PORTION OF THE PROJECT AS NOTED ON THE CONSTRUCTION PLANS

Construction Type: Highway

County: Lee County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number Publication Date
0 01/02/2026

SUFL2022-024 06/27/2024

	Rates	Fringes
CARPENTER	$ 22.38	0.00
CEMENT MASON/CONCRETE FINISHER	$ 23.06	0.00
ELECTRICIAN	$ 21.00	3.53
IRONWORKER	$ 24.16	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 15.88	0.86
LABORER: Common or General	$ 17.61	0.00
LABORER: Mason Tender - Cement/Concrete	$ 20.24	2.01
LABORER: Pipelayer	$ 20.10	8.99
LABORER: Grade Checker	$ 17.21	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 26.47	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 21.33	0.00
OPERATOR: Boom	$ 33.61	11.50
OPERATOR: Broom/Sweeper	$ 19.52	0.82
OPERATOR: Bulldozer	$ 24.85	0.00
OPERATOR: Crane	$ 30.80	11.50
OPERATOR: Grader/Blade	$ 25.02	0.00
OPERATOR: Loader	$ 21.04	0.00
OPERATOR: Mechanic	$ 27.61	1.00
OPERATOR: Milling Machine	$ 19.68	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 22.70	0.00

OPERATOR: Piledriver.....$ 22.98 0.00

OPERATOR: Roller.....$ 20.71 0.00

OPERATOR: Scraper.....$ 15.54 0.00

OPERATOR: Screed.....$ 22.92 0.00

OPERATOR: Tractor.....$ 16.91 0.66

PAINTER.....$ 21.02 0.00

TRAFFIC CONTROL PERSON.....$ 16.87 0.00

TRUCK DRIVER: Dump Truck.....$ 19.33 4.47

TRUCK DRIVER: Flatbed Truck.....$ 20.00 0.00

TRUCK DRIVER: Lowboy Truck.....$ 20.71 4.23

TRUCK DRIVER: Off the Road
Truck.....$ 16.55 0.00

TRUCK DRIVER: Water Truck.....$ 18.27 0.00

TRUCK DRIVER: Distributor
Truck.....$ 22.43 0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order

minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted

average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

==========

END OF GENERAL DECISION
"

"General Decision Number: FL20250120 12/12/2025

Superseded General Decision Number: FL20240120

State: Florida

Wage rates applicable to the NON-LAP portion of the project.

Construction Type: Heavy

County: Lee County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Modification Number	Publication Date
0	01/03/2025
1	12/05/2025
2	12/12/2025

ELEC0915-003 12/01/2025

	Rates	Fringes
ELECTRICIAN	$ 36.23	15.93

ENGI0487-023 07/01/2023

	Rates	Fringes
OPERATOR: Crane		
All Cranes 75 Tons and below	$ 37.07	14.90
All Cranes Over 300 Ton, Electric Tower, Luffing Boom Cranes	$ 40.40	14.90
Cranes 130-300 Ton	$ 39.38	14.90
Cranes 76 ton to 129 Ton	$ 37.57	14.90

ENGI0487-026 07/01/2023

	Rates	Fringes
OPERATOR: Drill		
Drill Rig, Truck Mounted, Sterling Class	$ 27.00	14.90
Drill Rig, Truck Mounted, Watson Class	$ 32.75	14.90
OPERATOR: Oiler	$ 27.53	14.90

IRON0397-006 07/01/2024

	Rates	Fringes

IRONWORKER, STRUCTURAL.....$ 35.25 17.32

LABO1652-004 05/01/2018

	Rates	Fringes
LABORER: Grade Checker	$ 22.05	7.27

PAIN0088-008 06/01/2021

	Rates	Fringes
PAINTER: Brush, Roller and Spray	$ 20.21	12.38

SUFL2009-159 06/24/2009

	Rates	Fringes
CARPENTER	$ 14.95	2.92
CEMENT MASON/CONCRETE FINISHER	$ 14.77	3.50
LABORER: Common or General	$ 9.72	1.31
LABORER: Landscape	$ 7.25	0.00
LABORER: Pipelayer	$ 11.33	0.00
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only)	$ 10.63	2.20
OPERATOR: Asphalt Paver	$ 11.59	0.00
OPERATOR: Backhoe Loader Combo	$ 16.10	2.44
OPERATOR: Backhoe/Excavator	$ 14.91	1.08
OPERATOR: Bulldozer	$ 17.00	0.00
OPERATOR: Grader/Blade	$ 16.00	2.84
OPERATOR: Loader	$ 14.75	0.00
OPERATOR: Mechanic	$ 14.32	0.00

OPERATOR: Roller.....$ 10.76 0.00

OPERATOR: Scraper.....$ 11.00 1.74

OPERATOR: Trackhoe.....$ 20.92 5.50

OPERATOR: Tractor.....$ 10.54 0.00

TRUCK DRIVER, Includes Dump
Truck.....$ 11.00 0.00

TRUCK DRIVER: Lowboy Truck.....$ 12.73 0.00

TRUCK DRIVER: Off the Road
Truck.....$ 12.21 1.97

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage

determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a

weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

==========

END OF GENERAL DECISION"

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 26-04-062
April 15, 2026

REQUESTED MOTION: Approve proposal from Gilbane Building Company for design and preconstruction services for the new public safety facility.

REQUESTOR: Lora Taylor, Director of Communications & Facilities

AGENDA: Consent

STRATEGIC PRIORITY: 3) Enhance Community Aesthetics, Parks, and Facilities

BACKGROUND: Following the City Council's directive, staff are advancing the development of a new public safety facility at the former library site. This hub will co-locate Code Enforcement, the Lee County Sheriff's Office, Bonita Springs Community Policing Unit, and centralize emergency management operations.

Staff has been working with Gilbane Building Company, a design contractor, under the City's existing contract from CN 25-17 Construction Manager at Risk to develop a proposal and have received a comprehensive proposal for design and preconstruction services totaling $1,160,782.

Funding is available in the approved Capital Improvement FY 2025-2026 Budget via line item 30.430.572.5726210.57.62.57262.

STAFF RECOMMENDATION: Approve proposal from Gilbane Building Company for design and preconstruction services for the new public safety facility

ATTACHMENTS:

1. Gilbane Building Company Proposal

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Department Director:	Lora Taylor

February 23, 2026

Lora Taylor
City of Bonita Springs
9101 Bonita Beach Rd SE
Bonita Springs, FL 34135

RE: Bonita Springs Resiliency Hub - Design & Preconstruction Proposal

Lora,

It was our team's pleasure meeting with you to review the need for the Bonita Springs Resiliency Hub. Our team and our proposed design partner are excited to support and lead the design and construction phase for the program.

As requested, please find attached herewith:

- Proposed Design Partner's (PBK) proposal for design services
- PBK's company information and qualifications
- AIA 141 Agreement Between Owner & Design Builder, and Exhibits (Template)
- This proposal has been updated to reflect the communicated project budget of $11,000,000 and design scope included in the attached proposal from PBK dated February 23, 2026.

When we receive direction on this proposal and the AIA 141 template included herewith, we will include all project specifics and transmit for signature. The team welcomes the opportunity to meet and review this Proposal when you are available. Additionally, we are preparing for the coordination effort and strategies to efficiently gather requests on scope for design.

We appreciate your invitation to provide these services and look forward to starting the preconstruction phase together.

Sincerely,

James Caldwell, Business Leader
Gilbane Building Company

Attachments:
Gilbane Proposal Summary February 23, 2026
PBK Proposal Revised February 23, 2026.
PBK's Qualifications

cc: Jason Burt, Design Manager
Barbara Price, Project Executive
Laurie Henry, Sr. Business Development Manager

February 23, 2026
Gilbane Proposal Summary:
Scope: Design & Preconstruction

1. PBK's Base Services – Preconstruction (2/23/26):	$798,160
2. Gilbane's Base Services	
a. Preconstruction (Labor):	$237,037
b. Preconstruction (Support):	$24,600
c. Interdisciplinary Document Coordination Budget	$20,000
d. Overhead & Profit (Preconstruction)	$80,985
Total Design & Preconstruction:	**$1,160,782**

Additionally, PBK's Design Construction Administration Services in the amount of $199,540 are excluded in this proposal. This is associated with the Design Partner's administration of reviews of the work, resource for design expertise when necessary and supporting closeout. This will be reviewed and included in the construction phase services and estimates. Design Builder's Overhead and Profit is proposed at 7.5% of the Cost of Work and Design Construction Administration Services.

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 26-04-063
April 15, 2026

REQUESTED MOTION: Approve proposal from Weston & Sampson for design and preconstruction services for renovations and improvements at the Bonita Springs Recreation Center.

REQUESTOR: Lora Taylor, Director of Communications & Facilities

AGENDA: Consent

STRATEGIC PRIORITY: 3) Enhance Community Aesthetics, Parks, and Facilities

---

BACKGROUND: In July 2023, the City Council received the Facility Assessment Study conducted by Weston & Sampson. This study evaluated nineteen buildings across six city-owned sites. In October 2023, the City Council approved moving forward with repairs. Staff are actively working on repairs across all city facilities while simultaneously planning for large-scale renovations at designated sites. During the facilities workshops, Council provided direction to prioritize major renovations at the Bonita Springs Recreation Center.

Weston & Sampson is eligible for a cooperative purchase through an existing Lee County contract and has prepared a proposal totaling $439,020 for design and preconstruction services for renovations and improvements at the Bonita Springs Recreation Center

Funding is available in the approved Capital Improvement FY 2025-2026 Budget via line items 30.430.572.5726220.57.62.57262.

STAFF RECOMMENDATION: Approve proposal from Weston & Sampson for design and preconstruction services for renovations and improvements at the Bonita Springs Recreation Center

ATTACHMENTS:

1. Weston & Sampson Scope of Services

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Department Director:	Lora Taylor

4210 Metro Parkway, Suite 230, Fort Myers, FL 33919
Tel: 239.437.4601

May 6, 2025, *Rev. Nov 17, 2025, Feb 18, 2026*

Marcelo Caliz
City of Bonita Springs, FL
9101 Bonita Beach Road
Bonita Springs, FL 34135
Marcelo.Caliz@cityofbonitasprings.org

Re: City of Bonita Springs
New Recreation Building - Renovations
Proposed Scope of Services

Dear Mr. Caliz,

We are pleased to submit this proposal for your consideration, relative to improvements for the" New" Recreation Building and adjacent site. Most improvements are related to the deficiencies identified in the Bonita Springs Facility Condition Assessment Study, October 2023. Our current understanding of the project is as follows:

Project Understanding:

- The project involves design, permitting, bidding and construction phase services for renovations at the New Recreation Building located at 26740 Pine Avenue, Bonita Springs, FL. 34135.

  SURVEY

  1. Topographical survey to obtain critical existing elevations, locations, and layout to aid in the design process for the various aspects of the project described in more detail below:
     a. Pavement and sidewalk elevations
     b. Locations of curbing, parking lot striping and light poles
     c. Ground elevations
     d. Drainage structure inverts
     e. Building finished floor elevations at selected exterior doorway entrances
     f. Location of trees in parking lot and nearest the building, edges of landscaping beds, face of building, walls, and fencing
     g. Elevation Certificate, as needed for building permit



CIVIL/SITE

1. Parking lot paving resurfacing, signing & striping
2. Parking lot pavement repair areas (full depth)
3. Surface drainage improvement via improved grading
4. Cleaning, minor repairs, and other required maintenance items for existing storm water drainage swales, pipes/catch basins/manholes
5. Improve drainage adjacent to front entry
6. Improve drainage at tennis court parking lot (existing drainage structures are insufficient)
7. Replace and correct heaving condition at concrete walkway at SW door of multipurpose room
8. Address water damage at concrete walkway along west side of multipurpose room. Improvement may involve concrete walkway repair or replacement, gutter installation, or roofing alteration/extension, or a combination of such.
9. Landscaping improvements at impacted areas such as parking islands, south side of multipurpose room, and front entry, along with recommendations listed under Security Improvements.
10. Sidewalk/ramp improvements to comply with ADA requirements and eliminate tripping hazards

Architectural

1. Repair and/or replacement of roofing at locations of leaks. This work may involve a full roof replacement based on the extent of damage to the underlayment and layers of roofing present.
2. Re-design and reconstruct front entry main roof and walkway canopy to improve conveyance of runoff and drainage away from area while promoting natural lighting into entryway
3. Replace the roofing above the fitness room. This may involve the addition of a sloping metal roof, in replacement of existing flat roof, to accompany the front entry roof improvements
4. Retrofit building envelope (roof and walls) at multipurpose roof to address moisture intrusion issues. This may require a structural analysis if weight of proposed envelope / materials increases more than allowable by code.
5. Removal and/or replacement of overhead-coiling doors in multi-purpose room
6. Replacement and/ or upgrades of finishes in restrooms
7. Provide accessories for new ADA compliant lavatories in restrooms
8. Infill wall at locations of removed exhaust fans at mechanical mezzanine
9. Replace some or all ceiling tiles where stained by previous roof leaks

Building Envelope

1. Review existing building envelope and provide WUFI (Simulation of coupled heat and moisture transfer) for building code compliance.
2. After review, Consultant will make recommendations on adjusting or revising the vapor retarder location and/or method to comply with the energy code.
3. Envelope will be modified for proposed HVAC renovations, see below, dependent on Alteration Level of scope of work.

Structural

1. Minor miscellaneous structural repairs in the roof framing of the multipurpose room
2. New canopy structure and front entry roof framing improvements (also listed under Architectural)
3. Other roof framing, wall, and foundation retrofits if needed resulting from related architectural, building envelope (new roofing and insulation), or equipment improvements
4. Seal and paint existing temperature and shrinkage cracks in multipurpose room on east and west CMU walls near intersection with north wall
    a. Note: This crack is non-structural and may crack again in the future due to the lack of an expansion joint at intersecting walls

HVAC

1. Remove existing chilled water air handling units

2. Replace with new DX split system air conditioning units
3. Provide Energy Recovery Ventilator for bathroom exhaust for additional outside air
4. Cap and remove existing large exhaust fans at mechanical mezzanine and reuse for outside air for new HVAC systems
5. Provide new Energy Management System using direct digital controls
6. Replace exercise room HVAC unit
7. Provide interconnection of security system to Building Energy Management System

Plumbing

1. Provide hot water for front restroom lavatories with new hot water (proposed as instantaneous water heater beneath sinks
2. Replace all rusted floor drain tops
3. Replace faucets and flush valves with sensor operated valves

Electrical

1. Provide all new LED lighting throughout space for spaces where lighting is currently outdated. Provide new lighting control system.
2. Provide power for all new HVAC and plumbing work
3. Replace all site lighting (and poles if lights are relocated) for new hurricane rated lights and new site
4. Coordination of security requirements with security consultant to provide power, raceways, and rough-in-boxes for security improvements including cameras, card access, panels, equipment rack, etc. as may be required. Design of security equipment systems shall be by others.
5. Incorporate additional motion activated building mounting lighting at the rear of the building as recommended by the security consultant.
6. Coordination of AV requirements with AV consultant to provide power, raceways, and rough-in-boxes for AV improvements including speakers, amplifiers, HDMI jacks, TV jacks, WIFI access points, data locations, panels, equipment racks, etc. as may be necessary.

Fire Alarm

1. Replace existing obsolete fire alarm system

Security Improvements

1. Incorporate the recommendations from the Security Assessment Report into the contract documents as listed in the final report dated July 2025 with revision 2 submission on 8/13/2025 and corresponding Executive Summary submission on 8/15/2025. Improvements will include:
    a. Surveillance Enhancements
    b. Access Control & Intrusion Detection
    c. Physical Security Upgrades
    d. Lighting & Landscaping *(note: recommendations will be completed under Electrical and Landscaping design documents)*
    e. Emergency Preparedness
    f. Perimeter Security & CPTED Measures
    g. Visitor Management & After-Hours Zoning
    h. Unified Security Platform
    i. Administrative Controls

Audio Visual Improvements

1. Up to four (4) working meetings with City stakeholders during Phase 1 will serve to identify the audio-visual features for inclusion in the building, for design in Phases 2 and 3. Related components and services of the other disciplines including IT, Electrical, and Architectural will be integrated in the overall project design development through internal team meetings / coordination. The anticipated improvements include the following.

a. Audio lines for speaker locations in multipurpose room, fitness center and common areas, including coverage for wireless microphones in the multipurpose room with versatile audio connectivity.
b. Video lines to display locations including lobby, multipurpose room. Ability for both live and/or streamed meetings and presentations in multipurpose room.
c. TVs for the lobby and multipurpose room
d. Applicable AV control systems and data lines for the multipurpose room, fitness center, office and lobby areas.
e. Acoustical wall panels to dampen sound for the multipurpose room.

IT Improvements

1. Provide a wireless access point network to support current users and anticipated upgrade systems and configurations.
2. Provide a plan to redo the current Ethernet Cabling to support the anticipated upgraded systems
3. Provide a plan to redo the Server Closet to clean up and update all switches to cloud switches that can be serviced remotely
4. Provide a plan that will support new HVAC, AV and Security systems, depending on reliance on wired or wireless network
5. Where the City is considering alternative uses for the multipurpose room or other locations (meetings, etc.), we recommend developing a plan to install Ethernet cabling and WIFI access points for basic IT functionality. For Audio Visual, the addition of more extensive cabling and Wi-Fi would be provided.

- Project will be reviewed using the Florida Building Code, 8th Edition (2023)

Anticipated Scope of Services:

Upon authorization from the City, Weston & Sampson ("the Consultant") shall provide the basic services described below. Our anticipated scope of work is as follows:

PHASE 1 - PROJECT KICKOFF & PROJECT MANAGEMENT

A. Attend a Kick-Off Meeting via conference call with City officials to review the project goals within (5) days of Notice to Proceed (NTP) to discuss the scope of tasks to be undertaken, procedural protocols, and the nature and schedule of deliverables.
B. Weston & Sampson's team shall make at least one additional site visit to observe and verify existing conditions.
C. Weston & Sampson will retain the services of subconsultants for this project, which include Burgess Brant Consulting Engineers for mechanical, electrical and plumbing, KCI Technologies, Inc. for survey, Ardaman & Associates, Inc. for geotechnical support, IBA Consultants Inc. for building envelope consulting, Beyond Audio Visual for audio visual, and Good Harbor Techmark, LLC for security improvement implementation.
    a. In addition, it's assumed that Weston & Sampson will coordinate with, and retain the services of, the City's landscape architect, and include their plans and specifications in the construction documents.
    b. IT services will be performed by TeamLogic, Inc. TeamLogic is under contract with the City, but all coordination of their design services will be handled by Weston & Sampson.
    c. The survey field work will be performed during this phase.
D. Up to four (4) working meetings with interviews with City stakeholders will serve to identify the audio-visual features for inclusion in the building, and which will be designed in Phases 2 and 3.

Deliverable: An update on the timeline for project completion, including key milestones.

PHASE 2 – DESIGN DEVELOPMENT (50%)

A. Design Plans: Weston & Sampson shall produce design development documents consisting of plans, technical specifications, and other documents to fix and describe the size and character of the project as to civil/site, architectural, structural, mechanical, electrical and plumbing systems, materials, and such other elements as may be appropriate to enable the City to understand the progress and development of the Project. The plans shall provide sufficient detail to show all interior spaces, exterior spaces, operational adjacencies, and proposed structural modifications. The documents shall include the following drawings:
    a. Civil/Site plans
    b. Architectural floor plans, elevations, and wall sections.
    c. Structural plans
    d. Mechanical, Electrical, and Plumbing plans
B. Weston & Sampson shall meet with the permitting agencies, if applicable, to review the proposed program and identify any permitting limitations which need to be addressed by the design.
C. Code Narratives regarding specific codes and level of alteration which will identify implications of code requirements and thresholds for the proposed work.
D. Cost Estimate: Weston & Sampson shall prepare a preliminary Engineer's Opinion of Probable Construction Costs (EOPCC). This cost estimate shall be a preliminary estimate for the project based on 50% design-level documents and shall include the repairs and renovations as noted, demolition, along with an allowance for miscellaneous costs and contingencies.

Weston & Sampson shall submit to the City for approval an electronic copy of the design development documents. The documents shall include plans, technical specifications (table of contents only), and the cost estimate. Weston & Sampson shall attend one review meeting with the City, and one City Council meeting, and make some final revisions within the Construction Documents.

Deliverable: Design Development (50%) documents, and a draft geotechnical report.

PHASE 3 – CONSTRUCTION DOCUMENTS (100%)

Weston & Sampson shall utilize the approved design development documents, along with the City's review comments to complete working plans, technical specifications, and construction cost estimate in sufficient detail to permit solicitation of firm bids in open competition for construction of the project. The construction cost estimate (Engineer's Opinion of Probable Construction Costs) shall be a full and complete cost estimate for the project.

Weston & Sampson shall furnish to the City for approval an electronic copy of the said plans, technical specifications and construction cost estimate. Weston & Sampson shall attend one review meeting with the City and make any final revisions within the Construction Documents for Bid (Phase 5).

Deliverable: Construction (100%) documents, and a final geotechnical report.

PHASE 4 – ADDITIONAL UPGRADES & IMPROVEMENTS

In addition to the core project scope, the City may identify opportunities for supplemental upgrades and improvements intended to enhance long-term performance, operational efficiency, and public value based on the report, Bonita Springs Facility Condition Assessment Study, October 2023. This phased approach enables the City to address immediate priorities while preserving flexibility to advance additional enhancements as funding, scheduling, and operational considerations allow.

Under this phase, the Consultant will work with the City to evaluate proposed improvements, confirm objectives, and develop appropriate design solutions. Services may include assessment of existing conditions, coordination with user groups and departments, preparation of conceptual or detailed documentation, and development of preliminary cost opinions to inform decision-making. This framework allows the Municipality to strategically implement improvements in a manner that aligns with long-term capital planning goals, minimizes disruption to ongoing operations, and maximizes the overall benefit to the community.

Limit to three (3) meetings with the City's stakeholders.

Deliverable: Covered under Phase 1, 2, and 3, as applicable.

PHASE 5 – PERMITTING

Weston & Sampson will assist the City with the permitting portion of the work. We shall prepare the application materials and submit all materials for the following permits:

- Building permits for commercial renovations for the City of Bonita Springs

Our proposal assumes response to one round of comments.

Deliverable: Finalized permit application package.

PHASE 6 – BIDDING SERVICES

Weston & Sampson, along with its team of subconsultants as applicable, will assist the City with bidding services and complete the following:

- Finalization of complete contract bid documents (plans, bid schedule and technical specifications) to complement the City's standard details and the City's front-end documents and specifications.
- Preparation of technical specifications, and special provision specifications as required to modify the City's standard technical specifications.
- Finalization of the Engineer's Opinion of Probable Construction Costs.
- Preparation of addenda to answer questions from the bidders and respond in an appropriate timeline
- Attendance of the bid opening and shall prepare a tabulation of the bids received.
- Assist the City in evaluating the bids, checking references, etc. and provide a written recommendation on the bid award, if requested.

It is assumed the prequalification services are not required as part of this scope.

Deliverable: Preparation of bidding documents, attendance at a pre-bid meeting, review and respond to requests for information, preparation of addenda, analysis of bids, including preparation of bid tabulations and recommendations for the bid package.

PHASE 7 – CONSTRUCTION ADMINISTRATION

Weston & Sampson, along with its team of subconsultants as applicable, will assist the City with construction administration and general project support during construction of the project, including the following:

- Preparation of conformed documents
- Attendance of one pre-construction conference (in-person), including prepartion of agenda and minutes
- Review of submittals

- Response to requests for information (RFIs)
- Review of contract change proposals and change orders
- Review contractor schedules
- Review of contractor's payment request.
- Maintenance of project logs, including for submittals, RFIs, changes, and closeout documentation
- Attend on average one on-site construction meeting per week, which could also serve as construction observation when requested
- Perform punch list site visits and a final visit for verification of punch list completion
- Review closeout documents to ensure package is complete
- Review of O&M manuals to be prepared and delivered by contractor, if necessary

EXCLUSIONS AND ASSUMPTIONS:

- This scope of work does not include testing for and remediation of hazardous materials/waste other than stated above. Any uncovered environmental conditions encountered during construction will be addressed as a separate additional service through a change order, if necessary.
- Detailed storm water calculations and storm water management system modifications are excluded
- The need for dry floodproofing measures (such as deployable barriers) is not expected. Therefore, the design and specifications of such are currently excluded but could be added through a change order to this agreement if desired, or as an additional measure to satisfy the requirement of the building permit.
- A market value appraisal of the existing building, if required for permitting, related to flood provisions of the building code to conform with the FEMA 50% Rule.

SCHEDULE

Task	Duration
PHASE 1 - PROJECT KICKOFF & PROJECT MANAGEMENT *after NTP*	40 Days
PHASE 2 – DESIGN DEVELOPMENT (50%)	130 Days
PHASE 3 – CONSTRUCTION DOCUMENTS (100%)	150 Days
PHASE 4 – ADDITIONAL UPGRADES & IMPROVEMENTS *	*
PHASE 5 – PERMITTING	TBD
PHASE 6 – BIDDING SERVICES	TBD
PHASE 7 – CONSTRUCTION ADMINISTRATION	TBD
TOTAL	320 Days (1 thru 4)

** It is assumed that design services for Phase 4 – Additional Upgrades & Improvements would be performed during Phases 1, 2, and 3 and that any additional upgrades and improvements would be identified before Phase 3 is begun.*

FEE OF SERVICES

The following is a summary of the proposed fees associated with the scope of services identified above. The total fee, and the fee for each individual task (phase), will not exceed the amount listed in the fee schedule below unless written authorization is granted by the City. Except for Phase 4 which is described below, services shall be compensated based on Lump Sum Fee(s) for each Phase.

Services for Phase 4 shall be compensated based on Not-To-Exceed Fee(s) measured at the actual hours, necessary and required, multiplied by the applicable hourly rate for each classification or position as given in the rate table in Weston & Sampson's existing BSC-24-09-196 Professional Services Agreement, plus non-personnel reimbursable expenses. Subconsultant fees, if any, associated with Phase 4 service will be invoiced at cost with supporting back-up of hours and labor rates, plus non-personnel reimbursable expenses associated with the service.

Task	Fee
PHASE 1 - PROJECT KICKOFF & PROJECT MANAGEMENT	$42,410.00 (LS)
PHASE 2 – DESIGN DEVELOPMENT (50%)	$118,520.00 (LS)
PHASE 3 – CONSTRUCTION DOCUMENTS (100%)	$132,130.00 (LS)
PHASE 4 – ADDITIONAL UPGRADES & IMPROVEMENTS **	$50,000.00 (NTE)
PHASE 5 – PERMITTING	$13,860.00 (LS)
PHASE 6 – BIDDING SERVICES	$20,290.00 (LS)
PHASE 7 – CONSTRUCTION ADMINISTRATION	$61,810.00 (LS)
TOTAL	**$439,020.00 ***

** The total fee assumes an allowance of $10,000 to account for the services of the City's landscape architect*
*** Any Phase 4 service will not commence without prior written understanding between Weston & Sampson and the City, which would include a fee estimate provided by Weston & Sampson for each additional upgrade & improvement task.*

PERFORMANCE SCHEDULE:

Weston & Sampson is prepared to proceed with work immediately upon the execution of an agreement and receipt of written notice to proceed.

Additional Terms and Conditions:

Weston & Sampson proposes to perform the work in accordance with our existing BSC-24-09-196 Professional Services Agreement. We are pleased to submit this offer, and we look forward to working with you on this project. To accept this proposal, please sign below. Once signed, return a copy of each to this office. Please feel free to call me if you have any questions.

Sincerely,
WESTON & SAMPSON ENGINEERS, INC



Joseph Zongol, PE NICET III
Regional Manager | Senior Associate

ACCEPTED FOR:
City of Bonita Springs

By: _____

Date: _____

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet 26-04-064
April 15, 2026

ITEM TITLE: Approve the second amendment for Zap&Co contract for the production and management of the Fiesta Bonita event at Liles Hotel Plaza and allow a date change to September 19, 2026.

REQUESTOR: Derek Rooney, City Attorney

AGENDA SECTION: Consent

STRATEGIC PRIORITY: # 7 – Government Transparency: Increase Outreach/Accessibility to Citizens

---

BACKGROUND:

Following the Request for Proposals (RFP) for the production and management of Fiesta Bonita, the City of Bonita Springs received one proposal from Zap & Co. The contract was subsequently awarded at the July 16, 2025, City Council meeting. In September 2025 Zap & Co requested a contract amendment to facilitate direct payment to the event organizer and to reschedule the event date due to construction at Riverside Park. At the September 17, 2025, City Council Meeting, the amendment was discussed and approved.

This action constitutes the second amendment to the agreement, officially rescheduling the event for September 19, 2026.

A total of $20,000.00 was disbursed to Zap & Co**.** for the production of Fiesta Bonita**,** funded via the Fiscal Year 2025 budget (Line Item: 00.430.574.4832). No further financial obligations or supplemental funding will be authorized for this event.

STAFF RECOMMENDATION: Approve the second amendment for Zap&Co for the production and management of the Fiesta Bonita event at Liles Hotel Plaza on September 19, 2026.

ATTACHMENTS:

1. Second Amendment to the Agreement with Zap & Co.

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Dept. Director:	Lora Taylor

SECOND AMENDMENT TO

EVENT SERVICES AGREEMENT

THIS AMENDMENT (the "Amendment") is made and entered into this ___ day of _____, 2026, by and between the **CITY OF BONITA SPRINGS, FLORIDA** ("City"), a municipal corporation of the State of Florida, and **ZAP & CO LLC** ("Contractor"), a Florida limited liability company (collectively the "Parties").

RECITALS

WHEREAS, Zap & Co LLC was selected pursuant to RFP 25-15 to organize, manage, and execute the event known as *Fiesta Bonita* for 2025 and 2026; and

WHEREAS, the City approved an Event Services Agreement on July 17, 2025 with Zap & Co (the "Agreement") for the coordination and payment of vendors, performers, permits, and staffing of the Fiest Bonita event; and

WHEREAS, the Fiesta Bonita was originally scheduled for September 20, 2025, Zap & Co is requesting to reschedule and consolidate Fiesta Bonita to the Spring of 2026 to coincide with the reopening of Riverside Park; and

WHEREAS, the City approved a First Amendment to the Event Services Agreement on September 17, 2026 to move the date of the event to March 7, 2026; and

WHEREAS, the Zap & Co LLC desires to further reschedule the event to September 18, 19 2026, and

WHEREAS, the City finds it in the public interest to enter into this Amendment to the Agreement for the benefit of the residents and visitors to the City of Bonita Springs.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

ARTICLE I. Scope of Services / New Date

Zap & Co LLC and its subcontractors shall provide all labor, materials, services, and expertise necessary to organize, manage, and execute the Fiesta Bonita now scheduled for **September 18, 19 2026** at the Liles Hotel, including coordination of vendors, performers, permits, and staffing, in accordance with all applicable laws and City policies. The revised date will now serve as the 2025-2026 Fiesta Bonita and provide for the carrying forward of expenses for the new event date.

ARTICLE II. Compensation and Funding

1. Funds which have already been expended in deposits to secure vendor participation and will be carried forward with the vendors for the 2026 event. Contractor will be responsible for refunding to the City any lost deposits associated with the 2025 or March 7, 2026 cancellation.
2. The balance of any of the uncommitted funds previously provided by the City shall be remitted back to the City within thirty (30) days of the effective date of this Amendment. The remitted funds will be held in an account by the City for the benefit of the Contractor to pay additional upfront expenses or reimbursements associated with the 2026 event.

ARTICLE III. Invoicing, Payment, and Post-Event Reporting

1. Within thirty (30) days of the effective date of this Amendment, Contractor will provide receipts covering all expenses and deposits paid to date with respect the cancelled 2025 and Spring 2026 event including evidence that those expenses will be applicable to the 2026 event.
2. **Return of Unspent Funds:** Any portion of the $20,000 not expended on subcontractors or vendors shall be returned to the City within thirty (30) days of the Event, along with the required documentation under this Article.
3. Failure to provide such documentation or return unspent funds may result in the City seeking reimbursement of funds or withholding approval for future agreements with Contractor.

ARTICLE IV. Term and Termination

This Amendment shall commence upon execution and remain in effect until all obligations herein and under the Agreement and any prior amendments are satisfied.

ARTICLE VII. Miscellaneous

1. **Governing Law:** This Agreement shall be governed by Florida law.
2. **Entire Agreement:** This Amendment along with the Agreement represent the entire agreement between the Parties, any further amendments must be evidenced in writing. Except where superseded by this Amendment all terms of the prior Agreement and RFP 25-15 remain in full effect.
3. **Severability:** If any provision is found invalid, the remainder shall remain in effect.

CITY OF BONITA SPRINGS, FLORIDA

By: _____

Name:

Title:

Date:

ZAP & CO LLC

By: _____

Name: Andres Paz

Title: Owner

Date: 4.9.2026

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet 26-04-065
April 15, 2026

ITEM TITLE: (SECOND READING AND PUBLIC HEARING) AN ORDINANCE ORDERING AND CALLING FOR A BOND REFERENDUM ELECTION TO BE HELD ON AUGUST 18, 2026, IN THE CITY OF BONITA SPRINGS, FLORIDA TO DETERMINE IF THE QUALIFIED ELECTORS RESIDING IN THE CITY APPROVE THE ISSUANCE BY THE CITY OF GENERAL OBLIGATION BONDS PAYABLE FROM AD VALOREM TAXES LEVIED IN AMOUNTS SUFFICIENT TO PAY DEBT SERVICE ON SUCH BONDS ON ALL TAXABLE PROPERTY WITHIN THE CITY TO FINANCE THE ACQUISITION OF INACTIVE RAILROAD CORRIDOR PROPERTY AND THE DEVELOPMENT AND CONSTRUCTION OF CAPITAL IMPROVEMENTS THERETO FOR THE BONITA ESTERO RAIL TRAIL; PROVIDING SEVERABILITY AND AN EFFECTIVE DATE.

REQUESTOR: Derek Rooney, City Attorney

AGENDA SECTION: Public Hearings

STRATEGIC PRIORITY: 3) Enhance Community Aesthetics, Parks and Facilities

BACKGROUND:

At the City Council Special Meeting on March 4, 2026, Council authorized staff to initiate a bond referendum seeking voter approval to borrow monies for the acquisition and potential construction of a rail-to-trail corridor, with a repayment term not to exceed 30 years.

Subsequently, on March 25, 2026, the City Council approved a Purchase and Sale Agreement with the Trust for Public Land for acquisition of the Seminole Gulf Railway corridor.

This agenda item is undertaken pursuant to Section 100.211, Florida Statutes, which requires the governing authority of a municipality to order a bond referendum and provide public notice of the election.

STAFF RECOMMENDATION: Approve Ordinance and forward to Supervisor of Elecitons.

ATTACHMENTS: Draft ordinance and alternative ballot language provided by the Trust for Public Lands.

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield

CITY OF BONITA SPRINGS, FLORIDA

ORDINANCE NO. _____

AN ORDINANCE ORDERING AND CALLING FOR A BOND REFERENDUM ELECTION TO BE HELD ON AUGUST 18, 2026, IN THE CITY OF BONITA SPRINGS, FLORIDA TO DETERMINE IF THE QUALIFIED ELECTORS RESIDING IN THE CITY APPROVE THE ISSUANCE BY THE CITY OF GENERAL OBLIGATION BONDS PAYABLE FROM AD VALOREM TAXES LEVIED IN AMOUNTS SUFFICIENT TO PAY DEBT SERVICE ON SUCH BONDS ON ALL TAXABLE PROPERTY WITHIN THE CITY TO FINANCE THE ACQUISITION OF INACTIVE RAILROAD CORRIDOR PROPERTY AND THE DEVELOPMENT AND CONSTRUCTION OF CAPITAL IMPROVEMENTS THERETO FOR THE BONITA ESTERO RAIL TRAIL; PROVIDING SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, it is necessary and desirable and in the best interests of the City of Bonita Springs, Florida (the "City") to acquire approximately 5.8 miles of inactive railroad corridor property and to develop and construct capital improvements thereto for a recreational trail project generally known as the "Bonita Estero Rail Trail," as more particularly described in the plans and specifications on file with the City (collectively, the "Project"); and

WHEREAS, the most efficient and fair method of financing costs of the Project is through the issuance of general obligation bonds (the "Bonds") secured by and payable from the proceeds of ad valorem taxes levied without limit on all taxable property within the City (the "Ad Valorem Taxes"); and

WHEREAS, in accordance with the Constitution of the State of Florida, the question as to whether or not such Bonds should be issued to finance costs of the Project must be submitted to the qualified electors of the City at a primary, general or special election.

THE CITY OF BONITA SPRINGS HEREBY ORDAINS:

Section 1. Recitals. The foregoing recitals are hereby ratified and confirmed as being true and correct and hereby made a part of this Ordinance and adopted as legislative findings.

Section 2. Referendum Election Called. A bond referendum election of the qualified electors in the City is hereby ordered and called to be held on August 18, 2026 (the "Referendum Election"), to determine whether or not the City shall issue the Bonds to finance costs of the Project. Such Bonds shall mature not later than thirty (30) years from their date of issuance, shall be issued in an aggregate principal amount of not exceeding $35,000,000, shall bear interest at a rate not in excess of the maximum lawful rate and shall be secured by and payable from the Ad Valorem Taxes. If the issuance of

the Bonds is approved by the qualified electors voting at such Referendum Election, the specific provisions of the Bonds shall be set forth in a resolution or ordinance subsequently adopted by the City Council.

Section 3. Conduct of Referendum Election. The Referendum Election shall be conducted in accordance with applicable law at the same time and places as the ~~general~~ primary election to be held on August 18, 2026, coordinated by the Supervisor of Elections of Lee County (the "Supervisor of Elections") and, to the extent required, the City Clerk.

The polling places, election officials, and hours of election for the Referendum Election will be as determined by the Supervisor of Elections in accordance with applicable Florida law.

Early voting and voting by mail will be utilized to the extent allowable by, and in accordance with, applicable law, and as determined and conducted by the Supervisor of Elections.

Section 4. Form of Ballot**.** The form of ballot to be used shall be in substantially the form attached hereto as Exhibit A. The ballots to be used in the Referendum Election, including any required sample ballots, shall be prepared and distributed by the Supervisor of Elections in accordance with applicable law. Electronic balloting may be utilized to the extent allowable by, and in accordance with, applicable law.

Section 5. Notice of Referendum Election**.** The City Clerk is directed to make this Ordinance available for inspection at the office of the City Clerk and available on the City's official website.

The City Clerk is directed to publish a notice of the Referendum Election in a newspaper of general circulation within the City at least thirty (30) days prior to the date of the election. The notice must be published at least twice, once in the fifth week and once in the third week prior to the week in which the Referendum Election is to be held, all in the manner and to the extent provided in Section 100.342, Florida Statutes. The notice shall be in substantially the form attached hereto as Exhibit B.

Section 6. Filing with Supervisor of Elections**.** Upon this Ordinance becoming effective, the City Clerk is directed to file a certified copy of this Ordinance with the Supervisor of Elections and is authorized and directed to coordinate with and through the Supervisor of Elections in carrying out the Referendum Election and the purposes of this Ordinance.

Section 7. Referendum Election Results**.** Returns of the votes cast at the Referendum Election shall be made as required by law.

If a majority of the votes cast for the referendum question is "YES – For Bonds," then the referendum question will be approved and the Bonds may be issued by the City following the certification of the Referendum Election results.

If less than a majority of the votes cast for the referendum question is "YES – For Bonds," then the referendum question will be defeated and will not be effective or operative, and the Bonds may not be issued by the City.

Section 8. General Authority**.** The members of the Council of the City and the officers, attorneys and other agents or employees of the City are hereby authorized to do all acts and things required of them by this Ordinance, or desirable or consistent with the requirements hereof for the full punctual and complete performance of all the terms, covenants and agreements contained herein.

Section 9. Conflicts. In the event of any conflict between the provisions of this Ordinance and any other Ordinance, in whole or in part, the provisions of this Ordinance will prevail to the extent of the conflict.

Section 10. Severability**.** In the event that any portion or section of this Ordinance is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this Ordinance which shall remain in full force and effect.

Section 11. Effective Date**.** This Ordinance shall become effective immediately upon its enactment.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida this 15th day of April, 2026.

AUTHENTICATION:

_____ _____

Mayor City Clerk

APPROVED AS TO FORM: _____

City Attorney

Vote:

Gibson	_____	Carr	_____
Bogacz	_____	Corrie	_____
Purdon	_____	Fullick	_____
		Fitzpatrick	_____

Date filed with City Clerk:_____

EXHIBIT A

Official Ballot
City of Bonita Springs, Florida
Bond Referendum Election
August 18, 2026

Bonita Estero Rail Trail (BERT) General Obligation Bonds

To acquire land and build the proposed Bonita Estero Rail Trail (BERT), a linear park and recreational rail-to-trail project, shall Bonita Springs issue general obligation bonds not exceeding thirty-five million dollars principal amount, maturing within thirty years of issuance, with interest not exceeding the maximum legal rate, and payable from ad valorem property taxes levied in amounts sufficient to pay debt service on such Bonds?

INSTRUCTIONS TO VOTERS:

_____YES - FOR BONDS

_____NO - AGAINST BONDS

EXHIBIT B

Notice to Electors of the City of Bonita Springs
of a Bond Referendum Election to be held on August 18, 2026
Regarding the Bonita Estero Rail Trail (BERT) Project

[Notice is hereby given that a bond referendum election will be held on August 18, 2026, to be conducted concurrently wit the Lee County Primary Election, to determine whether the City of Bonita Springs may finance the acquisition and construction of the proposed Bonita Estero Rail Trail (BERT), a linear park and recreational rail-to-trail project, by issuing general obligation bonds not exceeding thirty-five million dollars principal amount, maturing within thirty years of issuance, with interest not exceeding the maximum legal rate, and payable from ad valorem property taxes levied in amounts sufficient to pay debt service on such Bonds on all taxable property within the City?]

As required by Ordinance No. _____, this Notice is given by publishing said Ordinance No. _____ in full as follows:

[copy Ordinance]

Title (proposed): Bonita Estero Rail Trail (BERT) General Obligation Bonds

To acquire ~~land and build~~ the ~~proposed~~ Bonita Estero Rail Trail (BERT), ~~a linear park and recreational rail-to-trail project~~and build a multi-use trail for runners, walkers, and cyclists to improve pedestrian safety, shall Bonita Springs issue general obligation bonds not exceeding thirty-five million dollars principal amount, maturing within thirty years of issuance, with interest not exceeding the maximum legal rate, and payable from ad valorem property taxes levied in amounts sufficient to pay debt service on such Bonds?

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet 26-04-067
April 15, 2026

ITEM TITLE: Discussion regarding making a formal request to the West Coast Inland Navigation District to conduct a survey of the Imperial River.

REQUESTOR: Council Member Chris Corrie

AGENDA SECTION: Mayor and Council Member Items

STRATEGIC PRIORITY: 4) Environmental Protection

BACKGROUND: Representative Adam Botana recently brought to my attention that a sandbar in the Imperial River is blocking access to the Brendan Cove Subdivision. The Imperial River is maintained by the West Coast Inland Navigation District (WCIND) of which Lee County is a member.

I would like to discuss with City Council a potential request to WCIND to conduct a survey of the Imperial River to identify the constricted areas. To do so I am requesting Council authorize staff to coordinate with Lee County Natural Resources to forward this request to WCIND for consideration.

STAFF RECOMMENDATION: Approve survey request, and provide direction to staff.

ATTACHMENTS: None

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Dept. Director:	Matt Feeney

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet 26-04-066
April 15, 2026

ITEM TITLE: Presentation of the February Financial Report and accept Certificate of Achievement for Excellence in Financial Reporting to City of Bonita Springs.

REQUESTOR: Lisa Griggs Roth, CPA, Director of Financial and Administrative Services

AGENDA SECTION: City Manager's Items

STRATEGIC PRIORITY: 6) Government Transparency and Efficiency

---

BACKGROUND:

Government Finance Officers Association of the United States and Canada (GFOA) has awarded the Certificate of Achievement for Excellence in Financial Reporting to City of Bonita Springs for its annual comprehensive financial report for the fiscal year ended September 30, 2024. The report has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the report.

The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

This was the fifteenth consecutive year that the City has achieved this prestigious award. City staff's ongoing efforts to enhance accounting and financial reporting systems ensure the continued delivery of high-quality, reliable information to the City Council, State and Federal agencies, and the citizens of Bonita Springs.

Staff will be providing a brief presentation on the attached fiscal year to date financial report for February 28, 2026. This report is for five months of operations in the 2025-2026 fiscal year.

STAFF RECOMMENDATION: Receive presentation and acknowledge award

ATTACHMENTS:

1. Presentation
2. Certificate of Achievement for Excellence in Financial Reporting
3. Financial Report

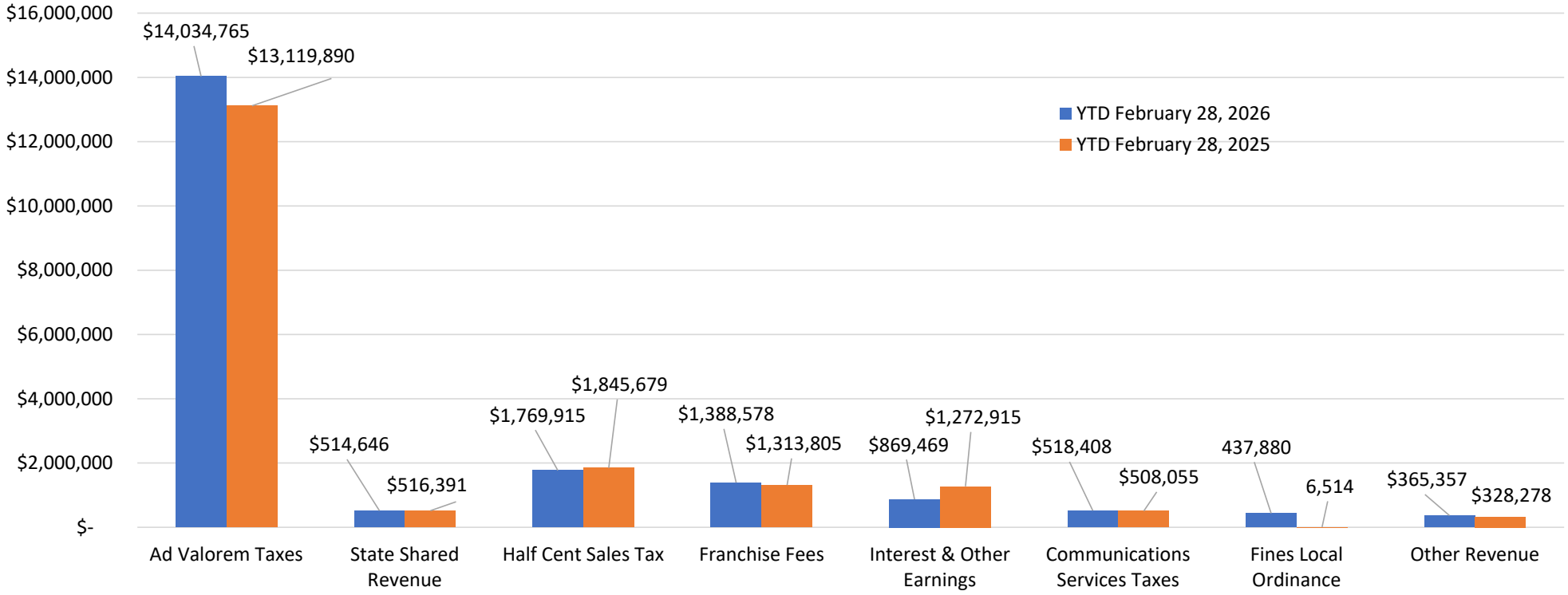
REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Dept. Director:	Lisa Griggs Roth

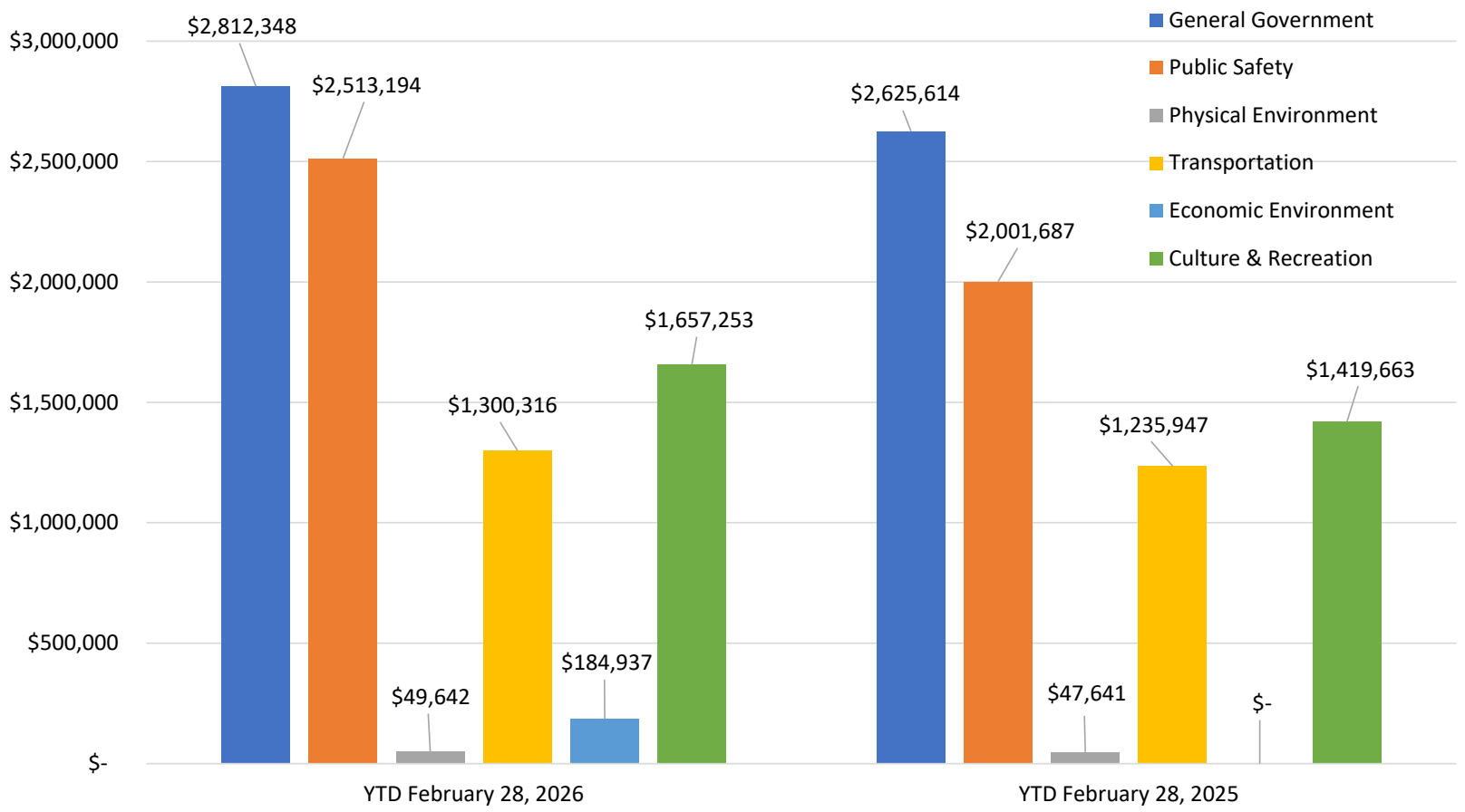
February Financial Report



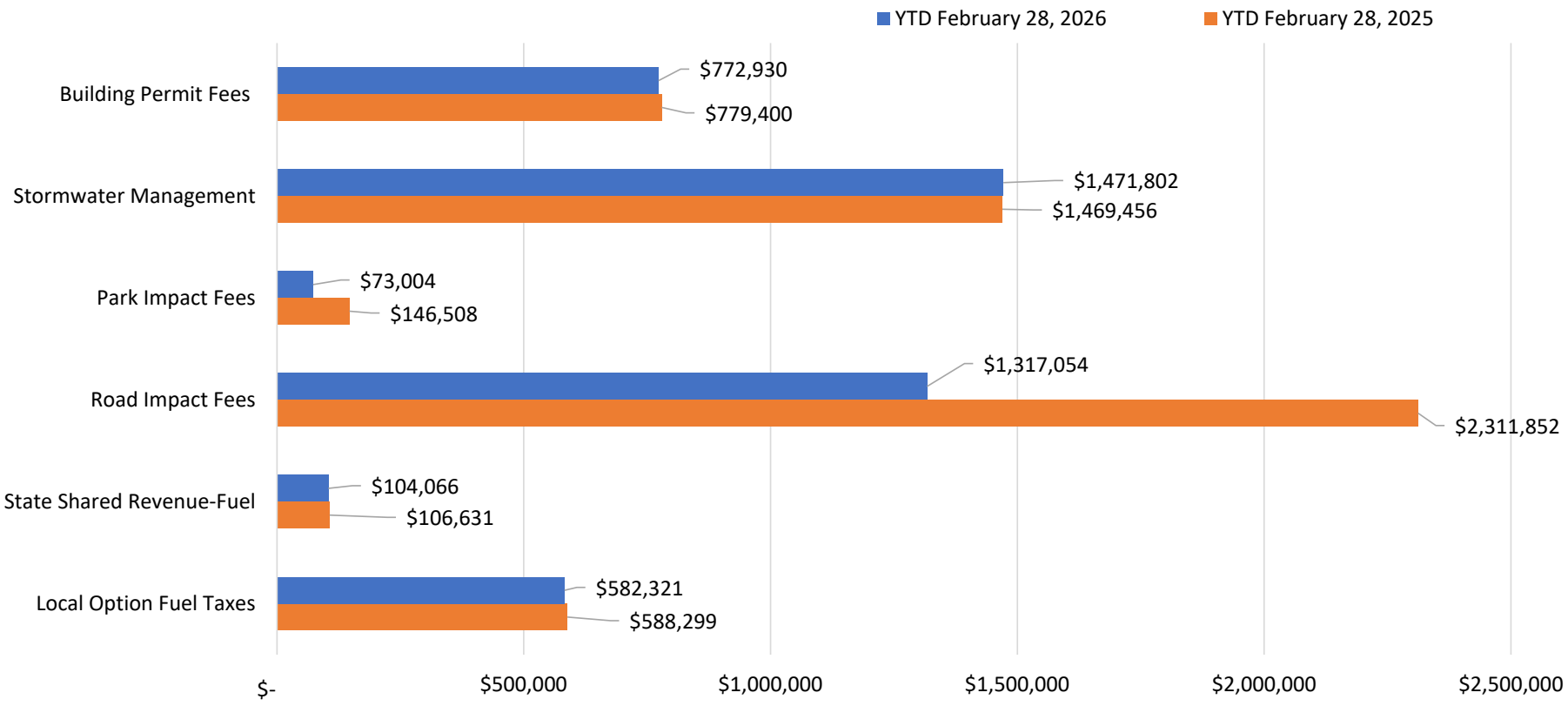
General Fund Revenue



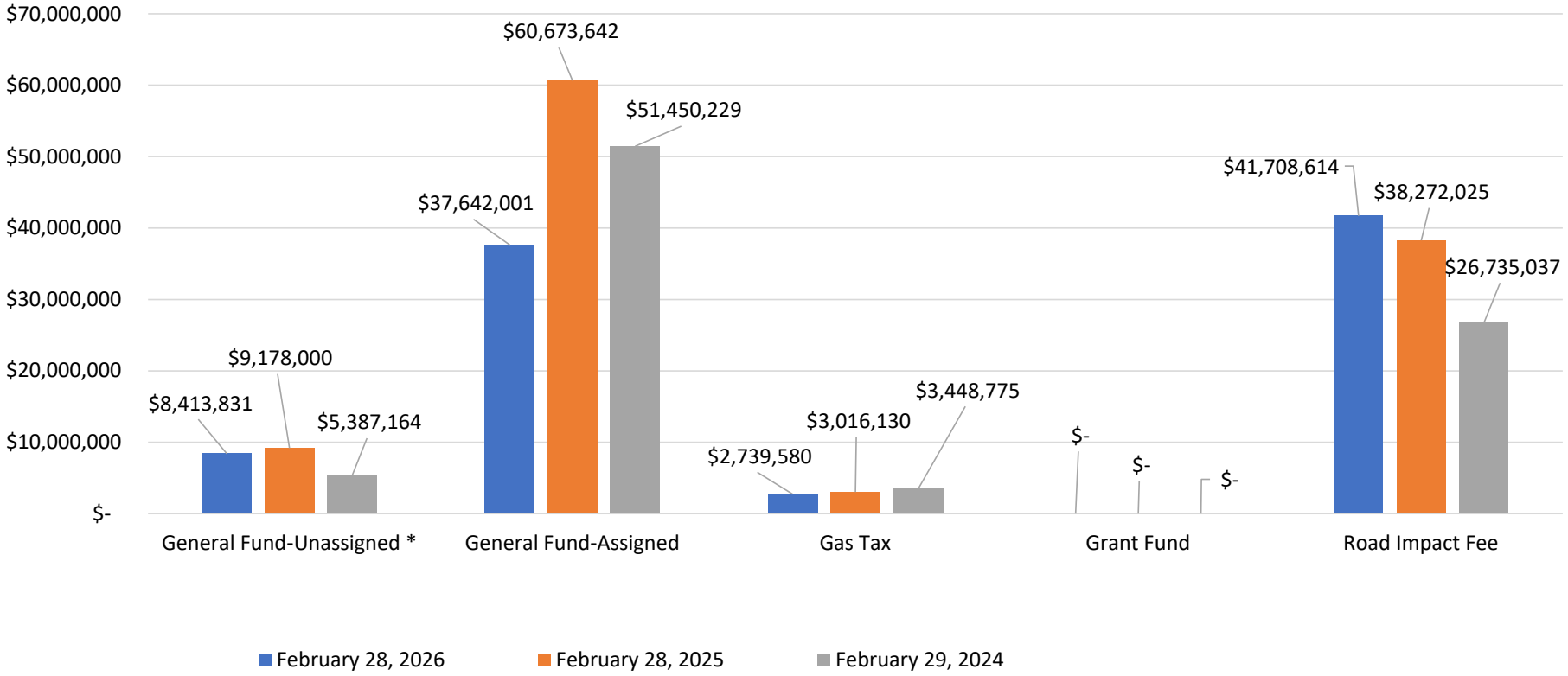
General Fund Expenditures



Restricted Revenue

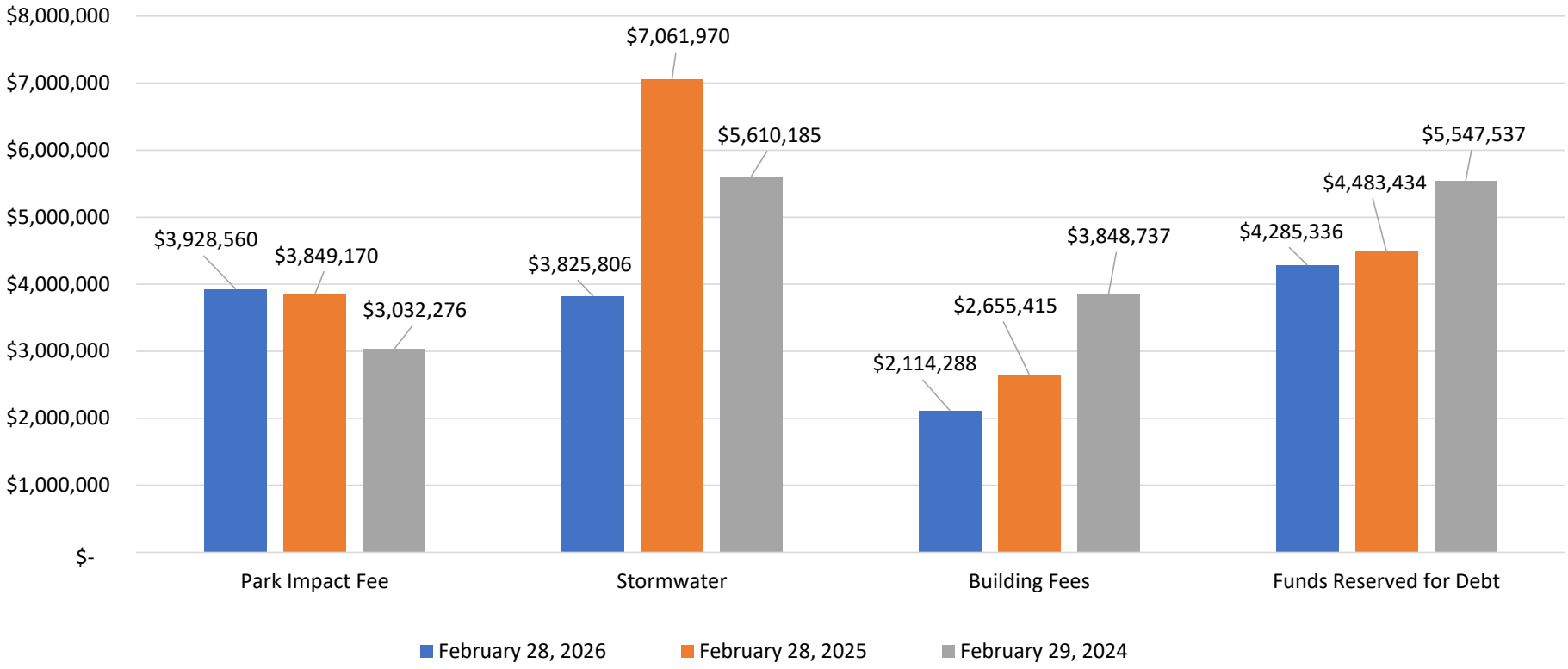


Cash Balances



* General fund unassigned fund balance will be calculated at the end of the fiscal year along with the audit completion.

Cash Balances



26-27 Budget Calendar

- Wednesday, June 17th @ 4:00pm - Budget Workshop
  with Preliminary Budget Presentation
- Wednesday, June 17th @ 5:30pm - City Council Meeting
- Wednesday, July 15th @ 9:00am - Preliminary Millage Rate Vote
  and Stormwater Utility Fee Vote
- Wednesday, August 5th @ 5:30pm & August 19th 9am- Budget Updates
  at City Council meeting
- Wednesday, September 9th @ 5:30pm - Tentative Budget Hearing including Millage
  Rate Vote and City Council meeting
- Wednesday, September 23rd @ 5:30pm - Final Budget Hearing including Millage
  Rate Vote and City Council meeting

Government Finance Officers Association



Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

City of Bonita Springs
Florida

Thank you…

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of Bonita Springs
Florida

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

September 30, 2024

Christopher P. Morrill

Executive Director/CEO

City of Bonita Springs, Florida
Balance Sheet

As of February 28, 2026

		Special Revenue Funds									
				Impact Fee Funds		Downtown			Debt	Capital	Total
	General Fund	Gas Tax	Grants	Road	Park	Area Revenue Sharing	Stormwater Management	Building Fees	Service Funds	Project Fund	Governmental Funds
ASSETS											
Cash and cash equivalents	$ 46,055,832	$ 2,739,580	$ -	$ 41,708,614	$ 3,928,560	$ 2,216,049	$ 3,825,806	$ 2,114,288	$ 2,000,000	$ 69,287	$ 104,658,016
Receivables (net)	401,646	-	-	-	-	-	-	-	-	-	401,646
Due from other govt	-	-	14,076,410	-	-	-	-	-	-	-	14,076,410
Due from other funds	17,518,398	-	-	-	-	-	-	-	-	-	17,518,398
Total assets	$ 63,975,876	$ 2,739,580	$ 14,076,410	$ 41,708,614	$ 3,928,560	$ 2,216,049	$ 3,825,806	$ 2,114,288	$ 2,000,000	$ 69,287	$ 136,654,470
LIABILITIES AND FUND BALANCES											
Liabilities:											
Accounts and contracts payable	$ 244,536	$ -	$ 69,884	$ -	$ 1,581	$ -	$ -	$ -	$ -	$ -	$ 316,001
Accrued liabilities	641,074	-	-	-	-	-	-	-	-	-	641,074
Due to other funds	-	-	17,518,398	-	-	-	-	-	-	-	17,518,398
Due to other governments	30,807	-	-	38,731	-	-	-	-	-	-	69,538
Unearned Revenue	5,658	-	-	-	-	-	-	-	-	-	5,658
Total liabilities	922,075	-	17,588,282	38,731	1,581	-	-	-	-	-	18,550,669
Total fund balances, beginning of the year	57,450,653	2,687,495	(45,885)	40,156,243	3,897,621	3,245,915	2,902,711	2,652,845	2,000,000	48,454	114,996,052
Revenues and Other Financing Sources over (under) Expenditures and Other Financing Uses	5,603,148	52,085	(3,465,987)	1,513,640	29,358	(1,029,866)	923,095	(538,557)	-	20,833	3,107,749
Fund balances	63,053,801	2,739,580	(3,511,872)	41,669,883	3,926,979	2,216,049	3,825,806	2,114,288	2,000,000	69,287	118,103,801
Total liabilities and fund balances	$ 63,975,876	$ 2,739,580	$ 14,076,410	$ 41,708,614	$ 3,928,560	$ 2,216,049	$ 3,825,806	$ 2,114,288	$ 2,000,000	$ 69,287	$ 136,654,470

General Fund Budget Report

For Fiscal Year: 2025-2026 Period Ending: 2/28/2026

FUND: 00 - GENERAL FUND	ORIGINAL BUDGET TOTAL	CURRENT BUDGET TOTAL	MTD ACTIVITY	YTD ACTIVITY	REMAINING BUDGET
REVENUE					
311 - Ad Valorem Taxes	14,397,300	14,397,300	575,981	14,034,765	362,535
315 - Communications Services Taxes	1,465,000	1,465,000	128,529	518,408	946,592
316 - Local Business Taxes	30,000	30,000	1,700	6,557	23,443
323 - Franchise Fees	4,087,000	4,087,000	443,609	1,388,578	2,698,422
329 - Other Permits, Fees & Special	46,100	46,100	7,955	48,283	(2,183)
335 - State Shared Revenue	6,825,980	6,825,980	601,565	2,284,561	4,541,419
341 - General Government	250,000	250,000	13,997	114,798	135,202
343 - Physical Environment	100,000	100,000	7,750	34,750	65,250
347 - Culture/Recreation	95,300	95,300	20,245	52,769	42,531
349 - Other Charges for Services	50,000	50,000	4,430	24,827	25,173
351 - Judgements, Fines-Traffic	30,000	30,000	6,288	22,987	7,013
354 - Fines Local Ordinance	50,000	50,000	141,575	437,880	(387,880)
361 - Interest & Other Earnings	1,500,000	1,500,000	168,412	869,469	630,531
362 - Rents & Royalties	65,000	65,000	23,395	51,452	13,548
366 - Contributions	-	-	-	2,500	(2,500)
369 - Other Misc Revenues	8,000	8,000	986	6,434	1,566
REVENUE Total	**28,999,680**	**28,999,680**	**2,146,416**	**19,899,018**	**9,100,662**
TRANSFERS IN	-	-	-	-	-
REVENUE PLUS OTHER FINANCING SOURCES	28,999,680	28,999,680	2,146,416	19,899,018	9,100,662
EXPENSES					
51 - General Government	8,455,737	8,506,143	479,312	2,812,348	5,693,795
52 - Public Safety	5,456,685	5,456,685	114,347	2,513,194	2,943,491
53 - Physical Environment	404,532	404,532	14,982	49,642	354,890
54 - Transportation	4,473,392	4,550,971	203,271	1,300,316	3,250,655
55 - Economic Environment	291,000	291,000	-	184,937	106,063
56 - Human Services	185,680	185,680	890	4,450	181,230
57 - Culture & Recreation	4,491,460	4,726,832	266,501	1,657,253	3,069,579
EXPENSES Total	**23,758,486**	**24,121,843**	**1,079,303**	**8,522,140**	**15,599,703**
+SURPLUS -DEFICIT	5,241,194	4,877,837	1,067,113	11,376,878	(6,499,041)
TRANSFERS OUT	13,363,710	46,381,589	575,796	5,773,731	40,607,858
CHANGE IN FUND BALANCE	(8,122,516)	(41,503,752)	491,317	5,603,148	(47,106,900)

General Fund Department Expenditures Excluding Transfers

For Fiscal Year: 2025-2026 Period Ending: 2/28/2026

Department	ORIGINAL BUDGET TOTAL	CURRENT BUDGET TOTAL	MTD ACTIVITY	YTD ACTIVITY	REMAINING BUDGET
101 - City Council	509,000	509,000	32,573	179,402	329,598
102 - Boards & Committees	81,000	81,000	-	-	81,000
201 - City Manager	642,556	642,556	43,798	240,110	402,446
211 - Planning & Zoning	2,187,000	2,187,000	179,315	869,485	1,317,515
220 - Law Enforcement/Security	3,760,000	3,760,000	4,162	1,836,481	1,923,519
230 - Neighborhood Services	1,525,595	1,525,595	107,938	585,250	940,345
240 - Information Technologies	478,900	478,900	14,678	134,796	344,104
250 - Public Works	4,829,524	4,907,103	218,254	1,346,777	3,560,326
260 - Emergency Preparedness	171,090	171,090	2,247	91,463	79,627
270 - Non-Departmental Expenditures	936,280	936,280	8,710	79,040	857,240
301 - City Attorney	621,000	621,000	-	169,976	451,024
401 - Adminstrative Services	930,700	930,700	53,835	279,322	651,378
402 - City Hall	338,630	338,630	19,175	116,092	222,538
410 - Human Resources	84,000	84,000	6,773	30,297	53,703
430 - Communications	1,694,801	1,694,801	56,870	741,994	952,807
431 - Downtown Corridor	266,000	266,000	-	184,937	81,063
501 - Finance	1,056,150	1,106,556	65,858	417,234	689,322
601 - Parks & Recreation Adminstrat	995,437	1,015,437	55,639	313,635	701,802
602 - Recreation Center	582,630	602,126	46,910	222,506	379,620
603 - Community Park & Ball Fields	285,375	296,725	23,857	80,403	216,322
604 - Community Pool	707,632	757,872	50,099	286,318	471,554
605 - Riverside Park	295,280	338,269	23,894	90,292	247,977
606 - Park Maintenance	3,800	3,800	-	952	2,848
609 - Formerly Com Hall/Sherriff Su	17,395	17,395	410	3,408	13,987
610 - Dog Park	93,180	114,876	2,265	14,008	100,868
611 - Beach Parks	31,100	46,100	30	1,120	44,980
612 - Hickory Blvd. North ROW	15,000	15,000	-	-	15,000
613 - BS Soccer Complex	151,988	165,538	13,661	61,396	104,142
614 - Kentucky Street Park	7,500	7,500	-	-	7,500
615 - Liles Hotel	96,484	97,484	3,122	25,619	71,865
617 - Bonita Nature Place	42,475	42,475	1,371	14,764	27,711
618 - Windsor Road Preserve	8,040	8,040	28	110	7,930
620 - Marni Fields	132,841	132,841	11,718	41,222	91,619
621 - BS River Park	50,978	55,259	610	13,969	41,290



General Fund Department Expenditures Excluding Transfers

For Fiscal Year: 2025-2026 Period Ending: 2/28/2026

Department	ORIGINAL BUDGET TOTAL	CURRENT BUDGET TOTAL	MTD ACTIVITY	YTD ACTIVITY	REMAINING BUDGET
622 - Cullum's Bonita Trail	25,700	25,700	-	750	24,950
623 - Carpenter Lane Canoe & Kayak	1,209	1,209	-	187	1,022
624 - Leitner Creek Neighborhood Pa	13,316	38,166	28,745	31,465	6,701
626 - Oak Creek Preserve	6,000	6,000	530	1,744	4,256
629 - Oak Creek Kayak Launch	5,000	5,000	-	-	5,000
631 - Former Library Building	77,400	88,320	2,230	15,614	72,706
883 - Veterans	500	500	-	-	500
Grand Total	**23,758,486**	**24,121,843**	**1,079,303**	**8,522,140**	**15,599,703**

Special Revenue Funds Budget Report

For Fiscal Year: 2025-2026 Period Ending: 2/28/2026

FUND	ORIGINAL BUDGET TOTAL	CURRENT BUDGET TOTAL	MTD ACTIVITY	YTD ACTIVITY	REMAINING BUDGET
10 - GAS TAX FUND					
REVENUE					
312 - Local Option Taxes	1,771,800	1,771,800	153,527	582,321	1,189,479
335 - State Shared Revenue	243,000	243,000	20,472	104,066	138,934
361 - Interest & Other Earnings	60,000	60,000	5,603	31,081	28,919
REVENUE Total	**2,074,800**	**2,074,800**	**179,603**	**717,468**	**1,357,332**
REVENUE PLUS OTHER FINANCING SOURCES	**2,074,800**	**2,074,800**	**179,603**	**717,468**	**1,357,332**
EXPENSES					
54 - Transportation	1,349,460	1,349,460	67,897	562,618	786,842
EXPENSES Total	**1,349,460**	**1,349,460**	**67,897**	**562,618**	**786,842**
+SURPLUS -DEFICIT	**725,340**	**725,340**	**111,706**	**154,850**	**570,490**
TRANSFERS OUT	550,000	2,137,456	75,835	102,765	2,034,691
CHANGE IN FUND BALANCE	**175,340**	**(1,412,116)**	**35,872**	**52,085**	**(1,464,201)**
13 - GRANT FUND					
REVENUE					
331 - Federal Grants	-	47,419,322	923,270	923,270	46,496,052
334 - State Grants	3,900,000	10,187,944	-	-	10,187,944
337 - Local Gvmt Grants	40,000	40,000	-	3,177	36,823
369 - Other Misc Revenues	-	-	-	84,988	(84,988)
REVENUE Total	**3,940,000**	**57,647,266**	**923,270**	**1,011,435**	**56,635,831**
TRANSFERS IN	40,000	40,000	-	-	40,000
REVENUE PLUS OTHER FINANCING SOURCES	**3,980,000**	**57,687,266**	**923,270**	**1,011,435**	**56,675,831**
EXPENSES					
52 - Public Safety	80,000	80,000	5,355	26,828	53,172
EXPENSES Total	**80,000**	**80,000**	**5,355**	**26,828**	**53,172**
+SURPLUS -DEFICIT	**3,900,000**	**57,607,266**	**917,915**	**984,607**	**56,622,659**
TRANSFERS OUT	3,900,000	57,607,266	3,325,438	4,450,594	53,156,672
CHANGE IN FUND BALANCE	**-**	**-**	**(2,407,523)**	**(3,465,987)**	**3,465,987**

Special Revenue Funds Budget Report

For Fiscal Year: 2025-2026 Period Ending: 2/28/2026

FUND	ORIGINAL BUDGET TOTAL	CURRENT BUDGET TOTAL	MTD ACTIVITY	YTD ACTIVITY	REMAINING BUDGET
14 - ROAD IMPACT FEE FUND					
REVENUE					
324 - Impact Fees	7,500,000	7,500,000	127,286	1,317,054	6,182,946
361 - Interest & Other Earnings	1,000,000	1,000,000	71,455	396,360	603,640
REVENUE Total	**8,500,000**	**8,500,000**	**198,740**	**1,713,414**	**6,786,586**
REVENUE PLUS OTHER FINANCING SOURCES	**8,500,000**	**8,500,000**	**198,740**	**1,713,414**	**6,786,586**
+SURPLUS -DEFICIT	**8,500,000**	**8,500,000**	**198,740**	**1,713,414**	**6,786,586**
TRANSFERS OUT	3,103,230	29,850,116	40,077	199,774	29,650,342
CHANGE IN FUND BALANCE	**5,396,770**	**(21,350,116)**	**158,664**	**1,513,640**	**(22,863,756)**
16 - PARK IMPACT FEE FUND					
REVENUE					
324 - Impact Fees	420,000	420,000	9,120	73,004	346,996
361 - Interest & Other Earnings	80,000	80,000	6,297	34,927	45,073
REVENUE Total	**500,000**	**500,000**	**15,417**	**107,931**	**392,069**
REVENUE PLUS OTHER FINANCING SOURCES	**500,000**	**500,000**	**15,417**	**107,931**	**392,069**
+SURPLUS -DEFICIT	**500,000**	**500,000**	**15,417**	**107,931**	**392,069**
TRANSFERS OUT	120,000	4,947,586	7,081	78,574	4,869,012
CHANGE IN FUND BALANCE	**380,000**	**(4,447,586)**	**8,335**	**29,358**	**(4,476,944)**
17 - DOWNTOWN AREA REVENUE SHARING					
REVENUE					
311 - Ad Valorem Taxes	850,500	850,500	-	-	850,500
REVENUE Total	**850,500**	**850,500**	**-**	**-**	**850,500**
REVENUE PLUS OTHER FINANCING SOURCES	**850,500**	**850,500**	**-**	**-**	**850,500**
+SURPLUS -DEFICIT	**850,500**	**850,500**	**-**	**-**	**850,500**
TRANSFERS OUT	1,075,380	1,075,380	-	1,029,866	45,514
CHANGE IN FUND BALANCE	**(224,880)**	**(224,880)**	**-**	**(1,029,866)**	**804,986**

Special Revenue Funds Budget Report

For Fiscal Year: 2025-2026 Period Ending: 2/28/2026

FUND	ORIGINAL BUDGET TOTAL	CURRENT BUDGET TOTAL	MTD ACTIVITY	YTD ACTIVITY	REMAINING BUDGET
18 - STORMWATER MANAGEMENT					
REVENUE					
325 - Special Assessments - Charges	1,680,000	1,680,000	54,484	1,471,802	208,198
361 - Interest & Other Earnings	60,000	60,000	4,601	25,520	34,480
REVENUE Total	**1,740,000**	**1,740,000**	**59,085**	**1,497,322**	**242,678**
REVENUE PLUS OTHER FINANCING SOURCES	**1,740,000**	**1,740,000**	**59,085**	**1,497,322**	**242,678**
EXPENSES					
53 - Physical Environment	763,040	763,040	36,752	209,693	553,347
EXPENSES Total	**763,040**	**763,040**	**36,752**	**209,693**	**553,347**
+SURPLUS -DEFICIT	**976,960**	**976,960**	**22,332**	**1,287,629**	**(310,669)**
TRANSFERS OUT	1,032,720	1,032,720	254	364,534	668,186
CHANGE IN FUND BALANCE	**(55,760)**	**(55,760)**	**22,078**	**923,095**	**(978,855)**
19 - BUILDING FEES					
REVENUE					
322 - Building Permits	2,000,000	2,000,000	(116,972)	772,930	1,227,070
361 - Interest & Other Earnings	30,000	30,000	6,355	35,250	(5,250)
REVENUE Total	**2,030,000**	**2,030,000**	**(110,617)**	**808,181**	**1,221,819**
REVENUE PLUS OTHER FINANCING SOURCES	**2,030,000**	**2,030,000**	**(110,617)**	**808,181**	**1,221,819**
EXPENSES					
52 - Public Safety	3,102,000	3,102,000	254,296	1,322,738	1,779,262
EXPENSES Total	**3,102,000**	**3,102,000**	**254,296**	**1,322,738**	**1,779,262**
+SURPLUS -DEFICIT	**(1,072,000)**	**(1,072,000)**	**(364,913)**	**(514,557)**	**(557,443)**
TRANSFERS OUT	-	593,993	8,000	24,000	569,993
CHANGE IN FUND BALANCE	**(1,072,000)**	**(1,665,993)**	**(372,913)**	**(538,557)**	**(1,127,436)**

Debt Service Funds Budget Report

For Fiscal Year: 2025-2026 Period Ending: 2/28/2026

FUND	ORIGINAL BUDGET TOTAL	CURRENT BUDGET TOTAL	MTD ACTIVITY	YTD ACTIVITY	REMAINING BUDGET
20 - 2011 DEBT FUND					
TRANSFERS IN	-	-	-	-	-
REVENUE PLUS OTHER FINANCING SOURCES	**-**	**-**	**-**	**-**	**-**
+SURPLUS -DEFICIT	**-**	**-**	**-**	**-**	**-**
CHANGE IN FUND BALANCE	**-**	**-**	**-**	**-**	**-**
21 - 2014 DEBT FUND					
TRANSFERS IN	1,075,380	1,075,380	-	1,029,866	45,514
REVENUE PLUS OTHER FINANCING SOURCES	**1,075,380**	**1,075,380**	**-**	**1,029,866**	**45,514**
EXPENSES					
51 - General Government	1,075,380	1,075,380	-	1,029,866	45,514
EXPENSES Total	**1,075,380**	**1,075,380**	**-**	**1,029,866**	**45,514**
+SURPLUS -DEFICIT	**-**	**-**	**-**	**-**	**-**
CHANGE IN FUND BALANCE	**-**	**-**	**-**	**-**	**-**
22 - 2020 DEBT FUND					
TRANSFERS IN	485,350	485,350	50,174	50,174	435,176
REVENUE PLUS OTHER FINANCING SOURCES	**485,350**	**485,350**	**50,174**	**50,174**	**435,176**
EXPENSES					
51 - General Government	485,350	485,350	50,174	50,174	435,176
EXPENSES Total	**485,350**	**485,350**	**50,174**	**50,174**	**435,176**
+SURPLUS -DEFICIT	**-**	**-**	**-**	**-**	**-**
TRANSFERS OUT	-	-	-	-	-
CHANGE IN FUND BALANCE	**-**	**-**	**-**	**-**	**-**

Capital Project Funds Budget Report

For Fiscal Year: 2025-2026 Period Ending: 2/28/2026

FUND	ORIGINAL BUDGET TOTAL	CURRENT BUDGET TOTAL	MTD ACTIVITY	YTD ACTIVITY	REMAINING BUDGET
30 - CAPITAL PROJECTS FUND					
REVENUE					
366 - Contributions	-	2,867,625	-	20,833	2,846,792
369 - Other Misc Revenues	-	-	-	-	-
REVENUE Total	**-**	**2,867,625**	**-**	**20,833**	**2,846,792**
TRANSFERS IN	21,544,310	142,025,376	3,982,308	10,943,798	131,081,578
REVENUE PLUS OTHER FINANCING SOURCES	**21,544,310**	**144,893,001**	**3,982,308**	**10,964,631**	**133,928,370**
EXPENSES					
51 - General Government	2,690,000	8,136,082	166,398	456,347	7,679,735
52 - Public Safety	400,000	400,000	-	-	400,000
53 - Physical Environment	3,732,720	29,627,653	3,600,790	9,255,291	20,372,362
54 - Transportation	5,954,230	78,551,395	202,424	526,972	78,024,423
55 - Economic Environment	25,000	25,000	-	-	25,000
57 - Culture & Recreation	8,742,360	28,152,871	12,695	705,187	27,447,684
EXPENSES Total	**21,544,310**	**144,893,001**	**3,982,308**	**10,943,798**	**133,949,203**
+SURPLUS -DEFICIT	**-**	**-**	**-**	**20,833**	**(20,833)**
CHANGE IN FUND BALANCE	**-**	**-**	**0**	**20,833**	**(20,833)**