CITY OF SEBASTIAN
HOME OF PELICAN ISLAND

CITY COUNCIL
REGULAR MEETING
AGENDA
WEDNESDAY, JANUARY 28, 2026 - 6:00 PM
CITY COUNCIL CHAMBERS
1225 MAIN STREET, SEBASTIAN, FLORIDA

ALL AGENDA ITEMS MAY BE INSPECTED IN THE OFFICE OF THE CITY CLERK OR ON THE CITY'S WEBSITE

1. **CALL TO ORDER**

2. **MOMENT OF SILENCE**

3. **PLEDGE OF ALLEGIANCE - Led by Council Member Nunn**

4. **ROLL CALL**

5. **AGENDA MODIFICATIONS**
   Modifications for additions require a unanimous vote of City Council

6. **PROCLAMATIONS, AWARDS, BRIEF ANNOUNCEMENTS**
   Brief Announcements:
   - ***January 28th Treasure Coast Astronomical Society Star Gaze at Riverview Park Twin Piers - 6-8pm***
   - ***February 3rd Four Chaplin's Ceremony at Veterans Memorial Park - 11am***
   - ***February 7th Sebastian River Art Club Event at Riverview Park - 10am - 3pm***

   Presentations of proclamations, certificates and awards, and brief timely announcements by Council and Staff. No public input or actions under this heading.

7. **PUBLIC INPUT**
   The heading on Regular Meeting agendas "Public Input" provides and opportunity for individuals to bring NEW INFORMATION OR REQUESTS TO CITY COUNCIL NOT OTHERWISE ON THE PREPARED AGENDA. Individuals are asked to resolve matters with staff prior to meetings. Individuals are asked to provide copies of materials for Council one week prior to the meeting if they intend to refer to specific material. City Council will not debate an issue during Public Input but may by consensus direct a Charter Officer in regard to the item if necessary or place a requested item on a future agenda.

8. **CONSENT AGENDA**
   All items on the consent agenda are considered routine and will be enacted by one motion. There will be no separate discussion of consent agenda items unless a member of City Council so requests; in which event, the item will be removed and acted upon separately. If a member of the public wishes to provide input on a consent agenda item, he/she should request a Council Member to remove the item for discussion prior to start of the meeting or by raising his/her hand to be

recognized.

A. Consider Approval of Draft December 17, 2025, City Council Minutes.
Staff Report
Draft Minutes

B. Consideration of a purchase order for Alan Jay Automotive Management Inc., in the amount of $29,997.00 to purchase a 2026 Nissan Frontier King Cab for the Building Department and provide authorization to the City Manager or designee to execute.
Staff Report
Procurement Justification
Alan Jay Automotive Management, Inc. Quote
091521 - National Auto Fleet - Contract

C. Consideration of a purchase order for $32,145.42 for Computers at Work!, Inc., to purchase computers and peripherals for the MIS Department and provide authorization to the City Manager or designee to execute
Staff Report
Procurement Justification
Computers At Work, Inc. Quote
Dell Marketing LLP, State of Florida Contract #43210000-23-NASPO-ACS

9. COMMITTEE REPORTS & APPOINTMENT

City committee reports and Council Member regional committee reports. No public input or action except City committee member nominations and appointments under this heading.

10. PUBLIC HEARINGS

A. Consideration of an Appeal Request Regarding Denial by the Planning And Zoning Commission of the Ameron RV & Boat Storage Facility Site Plan
Staff Report
Letter of Appeal Request with Attachments
Appeal Application
PZ 12-18-25 Minutes
PZ 12-18-25 Ameron Agenda Packet

11. UNFINISHED BUSINESS

A. Discussion and Consideration on filling the City Attorney Position
Staff Report
Cover Letter and Resume John J. Anastasio
Cover Letter and Resume Manny Anon Jr.
Proposed Contract Agreement Jim Stokes

12. NEW BUSINESS

A. Consideration of Resolution No. R-26-02 Approving the Amendments to the Police Collective Bargaining Agreement from The City of Sebastian, Florida and IUPA to The City of Sebastian, Florida and Palm Beach County Police Benevolent Association, Inc.
Staff Report
Resolution No. R-26-02

Collective Bargaining Agreement

B. Consideration of selecting Frazier Contracting LLC for ITB 26-03, Police Department Tile Roof Replacement, and authorize the City Manager or designee to issue Purchase Orders up to $208,078.16, and execute the appropriate documentation.
Staff Report
Procurement Justification
Frazier Contracting LLC Roofing License Complaint and Response
Notice of Intent and Bid Tabulation

C. Consideration of Change Order #2 in the amount of $57,118.00 for Dickerson Infrastructure Purchase Order number 11463, for Taxiway G Construction.
Staff Report
Dickerson Infrastructure Change Order 2 - PO 11463 - Contractor Signed

D. Consideration of Amendment 2 to CSA #14 with Infrastructure Consulting and Engineering, Inc. for Construction and Inspection Services for Taxiway "G" Construction in the amount of $9,854.05 and authorize the City Manager or designee to execute
Staff Report
CSA #14 Amendment 2 Contractor Signed

E. Consideration of a Purchase Order for Asphalt Paving Systems, not to exceed $1,704,331.38, for the Phase 4 Road Paving Project, specifically for Reconstruction and Mill and overlay pavement method, and authorize the City Manager or designee to execute.
Staff Report
Procurement Justification
APS Quote
Phase 4 Streets

F. Consideration of the Budget Calendar for Preparation of the Annual Budget and Capital Improvement Program for Fiscal Year 2026-2027.
Staff Report
Fiscal Year 2026-2027 Budget Calendar

13. CITY ATTORNEY MATTERS

14. CITY MANAGER MATTERS

15. CITY CLERK MATTERS

16. <u>CITY COUNCIL MATTERS</u>

Council Member Dodd

Council Member Matthews

Mayor Jones

Vice Mayor McPartlan

Council Member Nunn

17. **ADJOURN*(All meetings shall adjourn by 9:30 pm unless extended for up to one half hour by a majority vote of City Council).***

NO STENOGRAPHIC RECORD BY A CERTIFIED COURT REPORTER WILL BE MADE OF THE FOREGOING MEETING. ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COUNCIL, BOARD OR AGENCY WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE HEARD. (F.S.286.0105)

IN COMPLIANCE WITH THE AMERICAN WITH DISABILITIES ACT (ADA) OF 1990, ANYONE WHO NEEDS A SPECIAL ACCOMMODATION FOR THIS MEETING SHOULD CONTACT THE CITY'S ADA COORDINATOR AT 388-8226 – ADA@CITYOFSEBASTIAN.ORG AT LEAST 48 HOURS IN ADVANCE OF THIS MEETING

Regular City Council Meetings

Public input is *ALLOWED* under the headings:

- Consent Agenda
- Public Hearings
- Unfinished Business
- New Business
- Public Input

Public input is *NOT ALLOWED* under the headings:

- Proclamations, Awards, Brief Announcements (except for individuals giving or accepting proclamations or awards)
- Committee Reports and Appointments (except for committee members giving reports and applicants being interviewed for committee appointments)
- City Council Matters
- Charter Officer Matters
- Council may, by majority vote, call upon an individual to provide input if desired.

Workshops and Special Meetings

Public input is limited to the item on the agenda

Time Limit

Input on agenda items where public input is permitted on agendas is THREE MINUTES; however, City Council may extend or terminate an individual's time by majority vote of Council members present.

Input Directed to Chair

Speakers shall address the City Council IMMEDIATELY PRIOR TO CITY COUNCIL DELIBERATION of the agenda item and ALL INPUT SHALL BE DIRECTED TO THE CHAIR, unless answering a question of a member of City Council or City staff. Individuals shall not address City Council after commencement of City Council deliberation on an agenda item after public input has concluded, providing, however, the Mayor and members of City Council may recall an individual to provide additional information or to answer questions.

Certain Remarks Prohibited

Personal, impertinent, and slanderous remarks, political campaigning, and applauding are not permitted and may result in expulsion from the meeting. The Chair shall make determinations on such remarks, subject to the repeal provisions below.

Appealing Decisions of Chair

Any member of Council may appeal the decision of the Chair to the entire Council. A majority vote of City Council shall overrule any decision of the Chair.

Public Input Heading on Agenda

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CITY OF SEBASTIAN

CITY COUNCIL STAFF REPORT

DATE	January 28, 2026
TO	Honorable Mayor and City Council
THRU	Brian Benton, City Manager
FROM	Cathy Testa, Acting City Clerk
SUBJECT	Consider Approval of Draft December 17, 2025 City Council Minutes

EXECUTIVE SUMMARY

Draft minutes of the December 17, 2025 City Council meeting are presented for review.

RECOMMENDATION

Request changes if necessary. Consider approval of minutes.

ATTACHMENTS:

1. December 17, 2025 City Council Minutes.

FUNDING SOURCE:

Expenditure required	Amount Budgeted:	Funding source
N/A	N/A	N/A

Additional Funds Needed: $ 0.00

CITY OF SEBASTIAN
HOME OF PELICAN ISLAND

SEBASTIAN CITY COUNCIL
REGULAR MEETING
MINUTES
WEDNESDAY, DECEMBER 17, 2025 – 6:00 P.M.
CITY COUNCIL CHAMBERS
1225 MAIN STREET, SEBASTIAN, FLORIDA

1. Mayor Jones called the Regular Meeting to order at 6:00 p.m.

2. A moment of silence was held.

3. The Pledge of Allegiance was led by Council Member Nunn.

4. ROLL CALL
Mayor Fred Jones
Vice Mayor Bob McPartlan-Excused
Council Member Ed Dodd
Council Member Chris Nunn
Council Member Sherrie Matthews

Staff Present
City Manager Brian Benton
Interim City Attorney James Stokes
Acting City Clerk Cathy Testa
Chief Financial Officer Brian Stewart
Building Director/Fire Marshal Wayne Eseltine
Community Development Director Alix Bernard
City Engineer/Special Projects Manager Karen Miller
Parks and Recreation Director Richard Blankenship
Public Works Director Lee Plourde
Airport Director Jeff Sabo
Human Resources Director Cindy Watson
Procurement and Contracts Manager Jessica Graham
Police Chief Daniel Acosta
Police Lt. Dino Savvidis

5. AGENDA MODIFICATIONS-None

6. PROCLAMATIONS, AWARDS, BRIEF ANNOUNCEMENTS
Brief Announcements:

Friday, December 19 - Sebastian Police Department's Movie Night Out - A Christmas Carol - 5:30pm to 8pm

Council Member Nunn made a motion to approve the three at-large applicants: Felicia Holloman, Wanda Simmons, and Nicholas Scheskowsky.

Council Member Matthews seconded the motion.

Discussion followed regarding whether to leave the remaining two at-large positions open. Mayor Jones expressed concern that filling additional positions later could be difficult once meetings begin.

The Interim City Attorney suggested, as an option, authorizing the City Manager to appoint one city employee representative and one police department representative to provide employee input, noting that this approach has been used in other jurisdictions.

Council Member Dodd moved that the City Manager be authorized to appoint a city employee representative and a police department representative to the Charter Review Committee.

Council Member Matthews seconded.

Council Member Nunn rescinded his original motion and made a new motion to:

- Approve the three at-large applicants (Felicia Holloman, Wanda Simmons, and Nicholas Scheskowsky), and;
- Authorize the City Manager to appoint one city employee representative and one police department representative, with all members required to be residents of the City of Sebastian.

Council Member Matthews seconded the revised motion.

Mayor Jones called for public comment. There were no comments from the public or from Zoom participants. Public comment was closed.

Roll call:	Council Member Nunn	- aye
	Vice Mayor McPartlan	- aye
	Mayor Jones	- aye
	Council Member Dodd	- aye
	Council Member Matthews	- aye

Motion carried. 5-0

25.188 B. Citizen Budget Review Advisory Board

Mayor Jones introduced the item regarding Citizens' Budget Review Advisory Board appointments.

The Acting City Clerk explained that re-elected Council Members could confirm their existing appointees. The Acting City Clerk further noted that Council, as a whole, could consider reinstating Scott Baker for another term.

Mayor Jones	- aye
Council Member Dodd	- aye
Council Member Matthews	- aye

Motion carried. 5-0

25.119 B. Consideration of Selecting Wiregrass Ecological Associates, LLC, for ITB 26-02 Tree Inventory and Condition Assessment and Authorize City Manager or Designee to Issue Purchase Order up to $62,500.00

Mayor Jones introduced Item 12B regarding the selection of Wiregrass Ecological Associates, LLC for a tree inventory and condition assessment.

The Procurement Manager presented the item and explained that the Parks and Recreation Department was awarded a grant to perform tree canopy surveys. A bid was issued for a tree inventory and assessment, initially scoped to cover city parks based on available funding. After bids were received, she informed that additional funding remained and discussed the possibility of expanding the scope to include medians and other locations within the City of Sebastian, subject to favorable pricing. The Procurement Manager requested council approval to enter into the contract and stated she would be available to answer questions.

Mayor Jones asked about the disparity between bid amounts and expressed concern regarding the significantly lower bid. The Procurement Manager responded that Wiregrass Ecological Associates, LLC is not an engineering firm and therefore has lower overhead. She had contacted other agencies where the firm had performed similar work, and reported that the clients were extremely satisfied with the results.

Council Member Dodd asked whether any expansion of the project scope would require a change order and expressed concern regarding the approval amount shown as up to $62,500 when the initial bid amount was approximately $20,100. Procurement staff clarified that the bid was for tree inventory and condition assessment within the City of Sebastian and that any additional work would be handled through a change order brought back to council for approval.

Council Member Dodd and Council Member Nunn both expressed support for the firm's qualifications but emphasized the importance of council oversight through a formal change order process for any additional work. The Procurement Manager confirmed that any expanded scope would be presented to council with specific details for approval.

Mayor Jones opened the floor for public comment. There were no comments from the public and no hands raised on Zoom. Public input was closed.

MOTION by Council Member Nunn and SECOND by Mayor Jones to approve the selection of Wiregrass Ecological Associates, LLC.

anticipated in June or July. The FDOT portion represents 2.5 percent of the total project cost, and the city will provide a matching 2.5 percent when the FAA funding is awarded.

The Airport Director described the project location as the terminal apron accessed from East Airport Drive off of Main Street. He explained that the expansion would support increased transient and local aircraft traffic, improve aircraft tie-down and safety during inclement weather, and support continued growth at the airport.

Council Member Dodd asked whether the funding was for design or construction, and the Airport Director clarified that the design phase is nearing completion and that this grant is for the FDOT portion of construction funding.

Council Member Nunn emphasized that the City's portion of the project is approximately $27,000, representing 2.5 percent of the total cost, with the majority of funding provided by the FAA and FDOT. Council Member Dodd further noted that the city match would be paid from airport enterprise funds and not from the city's general fund.

Mayor Jones opened the floor for public comment. There were no comments from the audience and no hands raised on Zoom. Public input was closed.

MOTION by Council Member Nunn and SECOND by Council Member Matthews to approve Resolution No. R-25-48.

Roll call:	Council Member Nunn	- aye
	Vice Mayor McPartlan	- aye
	Mayor Jones	- aye
	Council Member Dodd	- aye
	Council Member Matthews	- aye

Motion carried. 5-0

13. CITY ATTORNEY MATTERS

The Interim City Attorney advised that he had no items to present.

14. CITY MANAGER MATTERS

The City Manager reported that preservation work, including cape seal treatment, had recently been completed in the Schumann Drive area near Schumann Park in the Kildare area, as well as across the street in the Crawford Mabry neighborhood. He noted that while the work was substantially complete, some issues had arisen due to residents driving on the surface too early and contractor-related items identified during inspections. The contractor remained on site and had not demobilized. The City Manager advised cleanup efforts were underway, including removal of excess gravel and pressure washing of affected driveways. Additional repair work was scheduled to

Mayor Jones extended holiday wishes to residents and staff, wishing everyone a Merry Christmas and Happy New Year.

17. Being no further business, Mayor Jones adjourned the Regular Meeting at 6:30 p.m.

Approved at the January 28, 2025 Regular City Council meeting.

_____
Mayor Fred Jones

ATTEST:

_____
Catherine E. Testa, Acting City Clerk

CITY OF SEBASTIAN

CITY COUNCIL STAFF REPORT

DATE	January 28, 2026
TO	Honorable Mayor and City Council
THRU	Brian Benton, City Manager
FROM	Jessica Graham, Procurement Manager
SUBJECT	Consideration of a purchase order for Alan Jay Automotive Management Inc., in the amount of $29,997.00 to purchase a 2026 Nissan Frontier King Cab for the Building Department and provide authorization to the City Manager or designee to execute.

EXECUTIVE SUMMARY

In August 2025, the Council approved a purchase order for Alan Jay Automotive to purchase a 2026 Nissan Frontier King Cab for the City of Sebastian Building Department. However, the order was not fulfilled by the end of fiscal year 2025, and the purchase order expired.

Staff is again seeking approval to purchase one (1) 2026 Nissan Frontier King Cab for the City of Sebastian Building Department. The FY25 budget ($33,019) was rolled over to FY26, allowing the Building Department to still obtain a truck. The new truck is $3,022 less than the truck the Building Department intended to purchase last fiscal year. The truck will be purchased using National Auto Fleet Group's Sourcewell Cooperative Contracts (#091521-NAF). National Auto Fleet Group was awarded the contract and performs services under the fictitious name Alan Jay Automotive Management, Inc.

Cooperative purchasing, or utilization of existing government contracts, guarantees that the pricing and contract terms remain the same while the contract is active; this includes any contract extensions or renewals. In accordance with State of Florida procurement statutes and the City's Code of Ordinance Section 2-10(c)(2), the procurement procedures carried out by the awarding agency are equivalent to Sebastian's procurement process. At this time, staff has determined that the recommended vendors are the most advantageous for meeting the City's needs. Staff is seeking approval to purchase one (1) new vehicle and authorization for the City Manager or designee to execute any necessary documents.

RECOMMENDATION

On behalf of the City of Sebastian Building Department, the Procurement Division recommends that the City Council approve a purchase order for Alan Jay Automotive Management Inc., in the amount of $29,997.00 to purchase a 2026 Nissan Frontier King Cab for the Building Department and provide authorization to the City Manager or designee to execute.

ATTACHMENTS:

1. Procurement Justification
2. Alan Jay Automotive Management, Inc. Quote
3. National Auto Fleet Group's Sourcewell Cooperative Contract #091521-NAF

FUNDING SOURCE:

Expenditure required:	Amount Budgeted:	Funding source:
$29,997.00	$33,019.00	Building Department Operating Budget

Additional Funds Needed: $ 0.00

CITY OF SEBASTIAN
HOME OF PELICAN ISLAND

PROCUREMENT JUSTIFICATION

A **Competitive Solicitation** is a formal process that requires sealed bids, provides an equal and open opportunity to qualified parties, and culminates in a selection based on criteria.

A **Competitive Quote** is an informal process that provides an equal and open opportunity to qualified parties and culminates in a selection based on criteria.

DATE: January 12, 2026

TYPE OF PURCHASE:

- ☐ Invitation to Bid (ITB)
- ☐ Request for Proposal (RFP)
- ☐ Request for Qualification (RFQ)
- ☐ Invitation to Quote (ITN)
- ☑ Piggyback/Cooperative
- ☐ 3 Written Quotes

PROPOSED VENDOR: Alan Jay Automotive Management Inc

ITEMS OR SERVICES REQUIRED: 2026 Nissan Frontier King Cab

ADDITIONAL INFORMATION
The truck will be purchased using National Auto Fleet Group's Sourcewell Cooperative Contracts (#091521-NAF, #032824-NAF). National Auto Fleet Group was awarded the contract and performs services under the fictitious name Alan Jay Automotive Management, Inc.

Approved: Jessica Graham
Digitally signed by Jessica Graham
Date: 2026.01.12 15:02:55 -05'00'

Jessica Graham, Procurement/Contracts Manager

Contract Number:	2026 091521-NAF & 032824-NAF
Quote ID:	69160
Agency:	SEBASTIAN, CITY OF
Date:	1/9/2026

Thank you from the Alan Jay Fleet Team for the opportunity to provide this quotation for (1) 2026 NISSAN FRONTIER KING CAB PICKUP 2WD S 6' BED, please review carefully and contact us with any errors or changes.

MSRP:	$34,065.00
Base Price:	$29,782.00
Factory Options:	$215.00
Aftermarket Options:	$0.00
Purchase Total:	$29,997.00

Per attached vehicle specifications.

This quotation is valid as long as the manufacturer is accepting orders for the model year specified. Purchase orders received after factory order cutoff may not be honorable. The vehicle(s) offered on this quotation will be ordered in the color(s) listed. Please contact your Alan Jay sales representative with any questions you have on this quote.

Quoted By: ASHLEE WILSON / 863-273-1105 / Ashlee.Wilson@AlanJay.com

ALAN JAY FLEET SALES

Sourcewell Formerly NJPA
Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM		69160-1
Corporate Office	2003 U.S. 27 South	MOBILE 863-273-1105	Mailing Address	P.O. BOX 9200	
	Sebring, FL 33870	FAX 863-402-4221		Sebring, FL 33871-9200	

ORIGINAL QUOTE DATE
1/9/2026

QUICK QUOTE SHEET

REVISED QUOTE DATE
1/9/2026

REQUESTING AGENCY **SEBASTIAN, CITY OF**
CONTACT PERSON **DAVE MOORE** EMAIL dmoore@cityofsebastian.org
PHONE **772-588-4895** MOBILE FAX

SOURCEWELL CONTRACT # 2026 091521-NAF & 032824-NAF

www.NationalAutoFleetGroup.com

MODEL 31116

MSRP $34,065.00

2026 NISSAN FRONTIER KING CAB PICKUP 2WD S 6' BED

CUSTOMER ID

CONTRACT PRICE $29,782.00

BED LENGTH	6' Bed

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
QAK	Glacier White	$0.00
G	Charcoal, Cloth Seat Trim	$0.00
3.8L	Engine: 3.8L DI DOHC 24-Valve V6	$0.00
FL2	OPTIONS [L92] Carpeted Floor Mats	$215.00
PW PL	Power Windows & Locks (Incl)	$0.00
BUC	Back Up Camera	$0.00
	FACTORY OPTIONS	**$215.00**

CONTRACT OPTIONS	DESCRIPTION	
NO-TEMP	TEMP TAG NOT REQUESTED, CUSTOMER WILL HANDLE THEIR OWN TAG WORK.	$0.00
EWD	EXTENDED WARRANTY DECLINED	$0.00
	CONTRACT OPTIONS	**$0.00**

TRADE IN

TOTAL COST $29,997.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

TOTAL COST LESS TRADE IN(S) **QTY** 1 $29,997.00

Estimated Annual payments for 60 months paid in advance: $6,896.93
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments **QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS**

VEHICLE QUOTED BY **ASHLEE WILSON** **GOVERNMENT ACCOUNT MANAGER** Ashlee.Wilson@AlanJay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.

Alan Jay Fleet
Ashlee Wilson-Dickman | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2026 Nissan Frontier (31116) King Cab 4x2 S (✔ Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2026 Nissan Frontier (31116) King Cab 4x2 S — MSRP:$32,150.00

Interior:Charcoal, Cloth Seat Trim

Exterior 1:Glacier White

Exterior 2:No color has been selected.

OPTIONS

CODE	MODEL	MSRP
31116	[Fleet] 2026 Nissan Frontier (31116) King Cab 4x2 S	$32,150.00
	OPTIONS	
FL2	[L92] Carpeted Floor Mats	$220.00
G	Charcoal, Cloth Seat Trim	$0.00
QAK	Glacier White	$0.00
	SUBTOTAL	**$32,370.00**
	Adjustments Total	$0.00
	Destination Charge	$1,695.00
	TOTAL PRICE	**$34,065.00**

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 27451. Data Updated: Jan 8, 2026 6:47:00 PM PST.

Alan Jay Fleet

Ashlee Wilson-Dickman | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2026 Nissan Frontier (31116) King Cab 4x2 S (✔ Complete)

FUEL ECONOMY

Est City:18 (2025) MPG

Est Highway:24 (2025) MPG

Est Highway Cruising Range:506.40 mi

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Alan Jay Fleet
Ashlee Wilson-Dickman | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2026 Nissan Frontier (31116) King Cab 4x2 S (✔ Complete)

Standard Equipment

Mechanical	
	Engine: 3.8L DI DOHC 24-Valve V6 -inc: idle stop/start
	Transmission w/Oil Cooler
	Transmission: 9-Speed Automatic w/Overdrive
	Rear-Wheel Drive
	3.692 Axle Ratio
	Battery w/Run Down Protection
	185 Amp Alternator
	Towing Equipment -inc: Trailer Sway Control
	1590# Maximum Payload
	GVWR: 6,012 lbs (2,727 kgs)
	Gas-Pressurized Shock Absorbers
	Front Anti-Roll Bar
	Hydraulic Power-Assist Speed-Sensing Steering
	21.1 Gal. Fuel Tank
	Single Stainless Steel Exhaust
	Double Wishbone Front Suspension w/Coil Springs
	Solid Axle Rear Suspension w/Leaf Springs
	4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
	Brake Actuated Limited Slip Differential
Exterior	
	Regular Box Style
	Wheels w/Hub Covers
	Wheels: 16" Styled Steel -inc: standard center cap
	Tires: P265/70R16 All Season
	Steel Spare Wheel
	Full-Size Spare Tire Stored Underbody w/Crankdown
	Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent
	Black Rear Step Bumper
	Black Side Windows Trim, Black Front Windshield Trim and Black Rear Window Trim

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Data Version: 27451. Data Updated: Jan 8, 2026 6:47:00 PM PST.

Alan Jay Fleet

Ashlee Wilson-Dickman | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2026 Nissan Frontier (31116) King Cab 4x2 S (✔ Complete)

Exterior	
	Black Door Handles
	Black Manual Side Mirrors w/Manual Folding
	Sliding Rear Window
	Deep Tinted Glass
	Variable Intermittent Wipers
	Fully Galvanized Steel Panels
	Black Grille
	Reverse Opening Rear Doors
	Tailgate Rear Cargo Access
	Manual Tailgate/Rear Door Lock
	Intelligent Auto Headlights (i-Ah) Auto On/Off Reflector Led Low/High Beam Auto High-Beam Headlamps w/Delay-Off
	Cargo Lamp w/High Mount Stop Light
	LED Brakelights
	Headlights-Automatic Highbeams
Entertainment	
	Radio w/Seek-Scan, Clock and Radio Data System
	Radio: AM/FM/AUX/USB Audio System -inc: 4 speakers, 8.0" color touch-screen display, wired Apple CarPlay, wired Android Auto, Bluetooth hands-free phone system and streaming (audio or text message), voice recognition for audio features, Siri Eyes Free, NissanConnect services, Wi-Fi hotspot and 1 USB-A and 1 USB-C front ports
	4 Speakers
	Integrated Roof Antenna
	Wireless Phone Connectivity
	2 LCD Monitors In The Front
Interior	
	Driver Seat
	Passenger Seat
	50-50 Folding Jump Front Facing Fold-Up Cushion Rear Seat
	Manual Tilt/Telescoping Steering Column
	Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Trip Odometer and Trip Computer
	Fixed Rear Windows

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Alan Jay Fleet
Ashlee Wilson-Dickman | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2026 Nissan Frontier (31116) King Cab 4x2 S (✔ Complete)

Interior	
	Mobile Hotspot Internet Access
	Front Bucket Seats -inc: 6-way manual adjustable driver seat and 4-way manual adjustable front passenger seat
	Front Cupholder
	Proximity Key For Push Button Start Only
	Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
	Cruise Control w/Steering Wheel Controls
	Intelligent Cruise Control (ICC)
	Manual Air Conditioning
	HVAC -inc: Underseat Ducts
	Glove Box
	Driver Foot Rest
	Interior Trim -inc: Metal-Look Instrument Panel Insert and Chrome Interior Accents
	Full Cloth Headliner
	Leatherette Door Trim Insert
	Urethane Gear Shifter Material
	Cloth Seat Trim
	Day-Night Rearview Mirror
	Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 1 12V DC Power Outlet
	Front Map Lights
	Fade-To-Off Interior Lighting
	Full Carpet Floor Covering
	Cab Mounted Cargo Lights
	Smart Device Integration
	Instrument Panel Covered Bin, Dashboard Storage, Driver / Passenger And Rear Door Bins
	Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
	Delayed Accessory Power
	Power Door Locks w/Autolock Feature
	Driver Information Center
	Trip Computer
	Digital/Analog Appearance

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Vehicle: [Fleet] 2026 Nissan Frontier (31116) King Cab 4x2 S (Complete)

Interior	
	Manual Anti-Whiplash Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
	Front Center Armrest
	1 Seatback Storage Pocket
	Immobilizer
	1 12V DC Power Outlet
	Air Filtration
Safety-Mechanical	
	Electronic Stability Control (ESC)
	ABS And Driveline Traction Control
Safety-Exterior	
	Side Impact Beams
Safety-Interior	
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags
	Emergency Sos Capability
	Rear Sonar System Rear Parking Sensors
	Blind Spot Warning (BSW) Blind Spot
	Automatic Emergency Braking with Pedestrian Detection (P-AEB)
	Rear Automatic Braking (RAB)
	Lane Departure Warning (LDW) Lane Departure Warning
	Collision Mitigation-Front
	Driver Monitoring-Alert
	Tire Pressure Monitoring System Tire Specific Low Tire Pressure Warning
	Dual Stage Driver And Passenger Front Airbags
	Curtain 1st And 2nd Row Airbags
	Airbag Occupancy Sensor
	Driver And Passenger Knee Airbag and Rear Side-Impact Airbag
	Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners
	RearView Monitor Back-Up Camera

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Vehicle: [Fleet] 2026 Nissan Frontier (31116) King Cab 4x2 S (Complete)

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Corrosion Years: 5
Corrosion Miles/km: Unlimited
Roadside Assistance Years: 3
Roadside Assistance Miles/km: 36,000

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Vehicle: [Fleet] 2026 Nissan Frontier (31116) King Cab 4x2 S (✔ Complete)

Technical Specifications

Powertrain

Transmission

Drivetrain	Rear Wheel Drive	Trans Order Code	N/A
Trans Type	9	Trans Description Cont.	Automatic w/OD
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	5.42
Second Gear Ratio (:1)	3.26	Third Gear Ratio (:1)	2.25
Fourth Gear Ratio (:1)	1.65	Fifth Gear Ratio (:1)	1.22
Sixth Gear Ratio (:1)	1.00	Reverse Ratio (:1)	4.80
Clutch Size	N/A	Trans Power Take Off	N/A
Final Drive Axle Ratio (:1)	N/A	Transfer Case Model	None
Transfer Case Gear Ratio (:1), High	N/A	Transfer Case Gear Ratio (:1), Low	N/A
Transfer Case Power Take Off	No	Seventh Gear Ratio (:1)	0.86
Eighth Gear Ratio (:1)	0.71	Ninth Gear Ratio (:1)	N/A

Mileage

EPA Fuel Economy Est - Hwy	24 (2025) MPG	Cruising Range - City	379.80 mi
EPA Fuel Economy Est - City	18 (2025) MPG	Fuel Economy Est-Combined	21 (2025) MPG
Cruising Range - Hwy	506.40 mi	Estimated Battery Range	N/A

Engine

Engine Order Code	N/A	Engine Type	Regular Unleaded V-6
Displacement	3.8 L/231	Fuel System	Gasoline Direct Injection
SAE Net Horsepower @ RPM	310 @ 6400	SAE Net Torque @ RPM	281 @ 4400
Engine Oil Cooler	None		

Electrical

Cold Cranking Amps @ 0° F (Primary)	N/A	Cold Cranking Amps @ 0° F (2nd)	N/A
Cold Cranking Amps @ 0° F (3rd)	N/A	Maximum Alternator Capacity (amps)	185

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Vehicle: [Fleet] 2026 Nissan Frontier (31116) King Cab 4x2 S (Complete)

Powertrain

Cooling System

Total Cooling System Capacity	N/A

Vehicle

Emissions

Tons/yr of CO2 Emissions @ 15K mi/year	8.4 (2025)	EPA Greenhouse Gas Score	4.0 (Est)

Chassis

Weight Information

Standard Weight - Front	0.00 lbs	Standard Weight - Rear	0.00 lbs
Base Curb Weight	4385 lbs	Gross Axle Wt Rating - Front	3296 lbs
Gross Axle Wt Rating - Rear	3501 lbs	Curb Weight - Front	N/A
Curb Weight - Rear	N/A	Option Weight - Front	0.00 lbs
Option Weight - Rear	0.00 lbs	Reserve Axle Capacity - Front	N/A
Reserve Axle Capacity - Rear	N/A	As Spec'd Curb Weight	N/A
As Spec'd Payload	N/A	Maximum Payload Capacity	N/A
Gross Combined Wt Rating	11960 lbs	Gross Axle Weight Rating	6797.00 lbs
Curb Weight	N/A	Reserve Axle Capacity	N/A
Total Option Weight	0.00 lbs	Payload Weight Front	0 lbs
Payload Weight Rear	0 lbs	Gross Vehicle Weight Rating	6012.00 lbs

Trailering

Dead Weight Hitch - Max Trailer Wt.	N/A	Dead Weight Hitch - Max Tongue Wt.	N/A
Wt Distributing Hitch - Max Trailer Wt.	N/A	Wt Distributing Hitch - Max Tongue Wt.	N/A
Fifth Wheel Hitch - Max Trailer Wt.	N/A	Fifth Wheel Hitch - Max Tongue Wt.	N/A
Maximum Trailering Capacity	N/A		

Frame

Frame Type	N/A	Sect Modulus Rails Only	N/A
Frame RBM	N/A	Frame Strength	N/A
Frame Thickness	N/A		

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Vehicle: [Fleet] 2026 Nissan Frontier (31116) King Cab 4x2 S (✔ Complete)

Chassis

Suspension

Suspension Type - Front	Double Wishbone	Suspension Type - Rear	Leaf
Spring Capacity - Front	N/A	Spring Capacity - Rear	N/A
Axle Type - Front	Independent	Axle Type - Rear	Rigid Axle
Axle Capacity - Front	N/A	Axle Capacity - Rear	N/A
Axle Ratio (:1) - Front	3.69	Axle Ratio (:1) - Rear	3.69
Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	N/A	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	N/A	Rear Tire Order Code	N/A
Spare Tire Order Code	N/A	Front Tire Size	P265/70SR16
Rear Tire Size	P265/70SR16	Spare Tire Size	Full-Size
Front Tire Capacity	N/A	Rear Tire Capacity	N/A
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	N/A
Revolutions/Mile @ 45 mph - Rear	N/A	Revolutions/Mile @ 45 mph - Spare	N/A

Wheels

Front Wheel Size	16 X 7.5 in	Rear Wheel Size	16 X 7.5 in
Spare Wheel Size	Full-Size in	Front Wheel Material	Styled Steel
Rear Wheel Material	Styled Steel	Spare Wheel Material	Steel

Steering

Steering Type	Rack-Pinion	Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center	N/A	Steering Ratio (:1), At Lock	N/A
Turning Diameter - Curb to Curb	42.7 ft	Turning Diameter - Wall to Wall	N/A

Brakes

Brake Type	4-Wheel Disc	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	4-Wheel	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	11.1 in

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Vehicle: [Fleet] 2026 Nissan Frontier (31116) King Cab 4x2 S (Complete)

Chassis

Brakes

Rear Brake Rotor Diam x Thickness	11.3 in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	21.1 gal	Aux Fuel Tank Capacity, Approx	N/A
Fuel Tank Location	N/A	Aux Fuel Tank Location	N/A

Dimensions

Interior Dimensions

Passenger Capacity	4	Front Head Room	39.7 in
Front Leg Room	N/A	Front Shoulder Room	58.2 in
Front Hip Room	N/A	Second Head Room	36.6 in
Second Leg Room	26.2 in	Second Shoulder Room	N/A
Second Hip Room	N/A		

Exterior Dimensions

Wheelbase	126 in	Length, Overall w/o rear bumper	N/A
Length, Overall w/rear bumper	N/A	Length, Overall	210.2 in
Width, Max w/o mirrors	73 in	Height, Overall	71.5 in
Overhang, Front	N/A	Overhang, Rear w/o bumper	N/A
Front Bumper to Back of Cab	N/A	Cab to Axle	N/A
Cab to End of Frame	N/A	Ground to Top of Load Floor	N/A
Ground to Top of Frame	N/A	Frame Width, Rear	N/A
Ground Clearance, Front	7.8 in	Ground Clearance, Rear	7.8 in
Body Length	0.00 ft	Cab to Body	N/A

Cargo Area Dimensions

Cargo Box Length @ Floor	73.3 in	Cargo Box Width @ Top, Rear	61.4 in
Cargo Box Width @ Floor	61.4 in	Cargo Box Width @ Wheelhousings	44.5 in
Cargo Box (Area) Height	19.4 in	Tailgate Width	N/A

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Vehicle: [Fleet] 2026 Nissan Frontier (31116) King Cab 4x2 S (Complete)

Dimensions

Cargo Area Dimensions

Cargo Volume	49.6 ft³	Ext'd Cab Cargo Volume	N/A

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CONTRACT EXTENSION

Contract Number: 091521-NAF

Sourcewell
202 12th Street Northeast
P.O. Box 219
Staples, MN 56479
(Sourcewell)

and

National Auto Fleet
490 Auto Center Dr

Watsonville, California 95076-3726
(Vendor)

have entered into Contract Number: 091521-NAF
for the procurement of: Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

The Contract has an expiration date of 2025-11-08 , but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell's Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of 2026-11-08 . All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

Signed by:
Jeremy Schwartz
C0FD2A139D06489...
Authorized Signature

Jeremy Schwartz
Name

Chief Operating and Procurement Officer
Title

5/29/2025 | 12:25 PM CDT
Date

Signed by:
FACBB5730C1E467...
Authorized Signature

Jesse Cooper
Name

Fleet Manager
Title

5/30/2025 | 10:38 AM CDT
Date

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Sourcewell

Solicitation Number: RFP #091521

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 72 Hour LLC dba: National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 8, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

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returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

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contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use thetrademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

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resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

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primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, 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 (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). 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 non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 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 subrecipient must 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 or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree 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 awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names

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of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have 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. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

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and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

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22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 11/4/2021 | 1:28 PM CDT

72 Hour LLC dba: National Auto Fleet Group

By: DocuSigned by: Jesse Cooper FACBB5730C1E467...

Jesse Cooper

Title: Fleet Manager

Date: 11/4/2021 | 10:46 AM CDT

Approved:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...

Chad Coauette

Title: Executive Director/CEO

Date: 11/4/2021 | 1:34 PM CDT

RFP 091521 - Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

Vendor Details

Company Name:	72 HOUR LLC
Does your company conduct business under any other name? If yes, please state:	National Auto Fleet Group
Address:	490 Auto Center Drive Watsonville, CA 95076
Contact:	Jesse Cooper
Email:	Jcooper@nationalautofleetgroup.com
Phone:	951-440-0585
Fax:	831-840-8497
HST#:	263297677

Submission Details

Created On:	Tuesday August 24, 2021 16:34:10
Submitted On:	Tuesday September 14, 2021 14:10:21
Submitted By:	Jesse Cooper
Email:	Jcooper@nationalautofleetgroup.com
Transaction #:	d2e890de-e761-4f47-9b23-bef3d512bd76
Submitter's IP Address:	76.81.241.2

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	72 Hour LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	WCAF, LLC WCDJR, LLC Alan Jay Automotive Inc	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	NAFG has numerous subsidiaries and DBA's including but not limited to: National Auto Fleet Group, Chevrolet of Watsonville, Watsonville Ford Watsonville CDJR Watsonville Fleet Group Alan Jay Chrysler Jeep Inc Alan Jay Chevrolet, Cadillac Alan Jay Buick, GMC Alan Jay Auto Outlet Clewiston Motor Company, Inc Alan Jay Chrysler Dodge Ram Jeep Alan Jay Lincoln Alan Jay Ford Alan Jay Nissan Alan Jay Toyota	*
4	Proposer Physical Address:	490 Auto Center Drive Watsonville, CA 95076	*
5	Proposer website address (or addresses):	www.NationalAutoFleetGroup.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jesse Cooper Fleet Manager 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jesse Cooper Fleet Manager 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Clarke Cooper Fleet Manger 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 ClarkeCooper@watsonvillefleetgroup.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	National Auto Fleet Group started as a new division of 72 Hour LLC, in the summer of 2010 in the heart of Southern California. We began our network with a single automobile dealership and have now grown our network to encompass numerous dealerships located in and outside of California. We stand by providing opportunities for advancement by hiring and promoting from within our organization. Many of the Fleet Managers who started with us in 2010 are still with us today. Through the years, we have evolved and adapted to the new technology driven trends that are revolutionizing the automotive industry today. However, our brand's fundamental core values have remained unchanged – We are committed to do right for the members. If we take care of them, they will in return take care of us. National Auto Fleet Group's operational blueprint and business philosophy has always been the "4 RIGHT's" for every member: We deliver the RIGHT vehicle, at the RIGHT time, to the RIGHT place at the RIGHT price. The integrity of our business stems on our deep family roots in the automotive industry. We are and always will be family owned and operated with our future generations already in their infant stages today. We are committed to pioneering our industry for decades to come.
10	What are your company's expectations in the event of an award?	If awarded, this would be our 5th Sourcewell Contract and we would execute as such. We will continue to serve your members and provide them with excellent customer service while continuing to advance customer satisfaction. Along with implementing new business growth strategies that will ultimately launch us into new heights once again. Furthermore, we will launch our Partner Program detailed in the attached "marketing Plan Compressed" Zip file. This next generation application will give members the power to select upfitters they would like NAFG to partner with in providing satisfactory quotes and service. We see tremendous value in building out these mutually beneficial partnerships, so we can provide 100% satisfactory turnkey solutions to the members.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	To demonstrate NAFG's financial strength and stability, we have uploaded Bank Commitment letters under the Financial Strength Section of the online application. We have a direct line of credit of $52,000,00.00 that we are currently utilizing with our current and past Sourcewell Contracts. However, this number is not capped as we have the freedom to extend the cap to accommodate the revolving needs of the members. Referenced below is a short register of some of our market success from awarded government contracts that encompass over $140,000,000.00 worth of products and goods under our current Sourcewell Contract. A. City of San Diego, CA $ 72,000,000 contract under our Sourcewell Contract 120716-NAF. B. City of San Diego, CA $ 55,400,000 contract under our Sourcewell Contract 081716-NAF. C. Government Fleet Article Highlighting our transaction with the City of San Diego, CA procuring over 100 Police vehicles through NAFG Sourcewell Contract 120716-NAF. D. City of Los Angeles World Airports, CA Contract for $ 24,003,500 under Sourcewell Contract 120716-NAF for the procurement of 400 vehicles. E. City of Los Angeles Harbor, CA Contract Extension to $ 4,500,000 contract under Sourcewell Contract 120716-NAF. F. City of Los Angeles Harbor, CA Contract for $1,500,000 under our Sourcewell Contract 120716-NAF. G. City of Los Angeles Harbor, CA Renewal for another $ 1,500,000 under Sourcewell Contract Class 6, 7 and 8 Contract 081716-NAF. H. City of Costa Mesa, CA Contract $1,023,220 under our Sourcewell Contract 120716-NAF. I. Blanket Contracts with the State of Maryland, MD off our current Class 6, 7 and 8 Chassis Contract 081716-NAF. J. Blanket Contracts with the State of Maryland, MD off our Current Sourcewell Contract 120716-NAF. We have also attached our Commitment Letter's for unparallel support from leading nationally recognized upfit suppliers such The Knapheide Manufacturing Company. Along with regional suppliers such as Brand FX and Phenix Truck Body located in Southern California serve as regional support locations, whom we often work alongside to fulfill all member needs with past, present, and future orders with NAFG. Included are also Upfitter Recommendation letters to illustrate how National Auto Fleet Group has taken a proactive interest in building mutually beneficial relationship with our upfitters. Mutuality and reciprocity relationships between body companies and our dealer's are two of the key components that help members receive what they need in a smooth and efficient fashion. In addition, the adoption of our Class 6, 7, and 8 Contract from Anne Arundel County in the state of Maryland is as an example of how National Auto Fleet Group attracts and retains new clients by demonstrating to them there's a better and more efficient way of finding turnkey solutions. Lastly, we have attached supporting documents that help emphasize and exemplify our growth since our first awarded Sourcewell Contract in 2012. We sincerely hope it helps portray our commitment to building lifelong rapport and trust with our partner upfitters and members.
12	What is your US market share for the solutions that you are proposing?	. Of our respective brands and OEM's we represent, the US market share is estimated to be 60 – 75%.
13	What is your Canadian market share for the solutions that you are proposing?	It is difficult to estimate the market share for the brands and OEM's we represent, however we estimate that it should be the same 60 -75 % of the US share.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.

15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	National Auto Fleet Group is a dealer network best categorized as "A" - Distributer/Dealer/Reseller and Dealer Partner for (15) OEM Manufacturers including Ford Motor Company, Chevrolet, RAM, GMC, Buick, Chrysler, Dodge, Jeep, Toyota, Nissan, KIA, BMW, Honda, Cadillac and Volkswagen, All orders are placed with the franchised dealer and ultimately titled directly to the member. All appropriate certification certificates and authorized DMV/Factory licenses may be found in the "Related Certification" section uploaded to this RFP. It should be noted we do not sell used equipment to members.	*
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Required licenses include a Dealer's License, a Franchise issued by the Manufacture, a Department of Motor Vehicles License, as well as a Reseller's permit license. All which NAFG and Dealer Partner's hold. Please review our attachment documents in section "Related Certification" for licenses that we either solely own or are jointly owned by our partner dealers that pertain to this RFP. A list of all our licenses are below, some of which may not pertain to class 1-3 but to class 4-8. CA Certificate of Good Standing 200824810190 State of Florida License Certificates: VF/1000974/4 VF/1000950/1 VF/1046516/1 VF/1024619/2 VF/1024619/1 VF/1018615/1 VF/1021891/1 VF/1000974/3 VF/1105916/1 VF/1020705/1 VF/1000969/1 CA State Seller's Permit 101-135239 CA State Seller's Permit 245364864-00001 Department of Motor Vehicle, Vehicle Dealer/ License Number 97772 Department of Motor Vehicle, Vehicle Dealer License Number 97771 Department of Motor Vehicle, Vehicle Dealer License Number 43609 Bureau of Automotive repair Registration # ARD00296319 123120 CA State Seller's Permit 232781952-00001 City of Watsonville Business License Number 1792 City of Watsonville Business License Number 4358 Fictitious Business Names from Santa Cruz County for National Auto Fleet Group FBN: 2017-0000138 California General Resale Certificate Dun & Bradstreet Number: 023680653 Government of The District of Columbia Certificate Government of the District of Columbia Tax Registration # 7815888160711 City of Los Angeles Tax Registration Government of The District of Columbia CLEAN HANDS CERTIFICATION San Diego Freightliner Seller's Permit Commonwealth of Virginia State Corporation Commission Certificate State of Maryland Good Standing Certificate Kansas Department of Revenue for Kansas City Peterbilt New Jersey Department of Treasury Registration Certificate New Jersey Business Registration Notice of Compliance of the Canton City Codified Ordinance Employee Information Report for the State of New Jersey State of Maryland New Sales and Use tax License CA State Seller's Permit 98-037902 00006 South Carolina Department of Motor Vehicles License Number 36133 State of South Carolina Retail License Commonwealth of Kentucky Vehicle Dealer License 1583 20 100 State of West Virginia Dealer License Commonwealth of Kentucky Vehicle Dealer License 1581 20 036 State of Tennessee Vehicle Dealer License	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not Applicable, none.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	National Auto Fleet Group's received its most prestigious award for Top Placement within Ford Motor Company as the leading dealership in Government Sales. In addition, our Chevrolet brand was highly ranked and honored 4/5 consecutive years by General Motors.	*
19	What percentage of your sales are to the governmental sector in the past three years	Within our fleet division, 90% of our contracts within the past three years have been with government accounts.	*
20	What percentage of your sales are to the education sector in the past three years	Within the past 3 years 90% of our sales have been to government accounts, 20% of which are within the education sector.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We hold the State of California contract with volumes from 200 to 500 units a year over the past three years. In addition, our Sourcewell Contract's 091219, 081716 and 120716 that we have maintained over the past three years has sold combined north of 400 million of Combined Quarterly Sales.	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	National Auto Fleet Group's focus lies on the Sourcewell Contract. NAFG holds no other GSA contract, Standing Offers, or Supply Arrangements other than the State of California contract. Our annual sales volume is estimated to be north of $200 million.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Port of Los Angeles, CA	Mr. Dave Comer	310-72-3794	*
County of Venture, CA	Mr. Jorge Bnilla	805-672-2044	*
City of Austin, TX	Mr. Matt Sager	512-978-2637	*
County of San Joaquin, CA	Mr. David Myers	209-468-9745	
City of Palo Alto, CA	Ms. Danitra Bahlman	650-496-5920	

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Austin	Government	Texas - TX	Purchaser	10-15 Vehicles at once, Vans and SUVs	Over 1M	*
Los Angeles Department of Water and Power	Government	California - CA	Purchaser	Over 120 Vehicles, Vans and SUVs	Over 3M	*
Port of Los Angeles	Government	California - CA	Purchaser	Over 80 Trucks, Vans and SUVs	Over 2M	*
Anne Arundel County	Government	Maryland - MD	Purchaser	Over 40 Trucks, Vans and SUVs	Over 1M	*
City of San Diego	Government	California - CA	Purchaser	Over 500 Trucks, Vans, SUV'	Over 15M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	Our sales force consists of direct and an indirect sales force. Our direct sales force consists of direct employees and partner dealers, which exceeds an employee count of 300 personnel both full time and part time. Many of our sales force are spread across the US and we leverage our relationships with our larger class dealerships to service the members lower class vehicle needs as well. A cross sales force. These individuals help support our dealerships and NAFG Fleet Division directly. On the other hand, our indirect sales force made up of upfitters and partner suppliers consists of over 100 personnel with our partner network and sales force growing annually. With both direct and indirect sales force staff working together, NAFG has been able to successfully grow, maintain and service the demand of the members. As the number of your members grow, we will continuously welcome more staff to not only meet customer demand, but also to exceed customer expectations.	*

26	Dealer network or other distribution methods.	Our franchise network in Canada and the U.S. is fortunately second to none. Our 15 proposed OEMS previously mentioned, all of which have established a presence nationwide with factory stores strategically placed where all members can receive service and complete warranty repairs with their respective products. Simple put the North American and Canadian automobile supply chain network is one of the best in the world. Of the 15 brands we represent, the OEMs have put in place a dealer network across all 50 states that will allow us to best serve all members.	*
27	Service force.	The 15 manufactures we represent have thousands of service locations that would be easily accessible to all your members. Service centers and warranty repair facilities for all 15 OEMs are ample and ready to help service our members and their needs. However, Alaska and Hawaii may be exceptions as they may have farther distances between franchises where members can utilize the repair services.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The member may order their vehicles by navigating to our website, www.NationalAutoFleetGroup.com and going through the step-by-step process to generate an online quote or by calling one of our representatives at 855-289-6572 or by sending NAFG an email at Fleet@NationalAutoFleetGroup.com. Orders are then processed directly to the manufacturer who will work to supply the vehicle to the ship-to location for upfittinig or end user desired delivery location.	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	To best demonstrate our Customer Service program, kindly reference the ZIP file "Member Walk Through" that is attached in the Additional Documents folder. Please begin with and review in order that is explained below: How Members Can Get Quotes Online: A member can obtain most quotes by visiting our website www.NationalAutoFleetGroup.com where a simple one step form is needed for registration. This is to protect the price information from nonmembers. Once a member registers they will receive an automated welcome email with a demo video on how to use our site. Members will gain access to there very own dashboard which will house all there quotes in one safe secure login. Member's can select which brand they are looking for and model year. Our site shows all the categories the brand offers such as: Cars, Vans, SUV's Trucks and Chassis Cabs. Members will then be able to drill down for the right selection by picking from the filter menu of what cab there looking for (Regular, Extended or Crew) to 2 wheel or 4 wheel drive down to the bed length there looking for. All factory options are then presented for the member to select from, this will show all current factory orderable options, taking the guess work out for the member. Once a member selects a desire build, they will see there Sourcewell Price report showing the MSRP, there contract price, the saving in real dollars and as a percentage. In the PDF example you can see a saving of $ 9,175.96 of 22.345% to the member showing a significant savings. Members then can chose to add extra's to there order like extra keys' service manuals, sales tax and even request an upfit to be added to there quote. Lastly they will be given a complete turn key quote package to print which will include there customized Quote ID, Description and Specifications of what they built. How Members and Upfitters can Partner with NAFG: Our dedicated website www.NAFGPartner.com was built to accommodate the member who would like a certain upfitter to upfit there vehicles. It was also built for upfitters to have a place to go where they can find information on how to partner with NAFG to better serve there local members. Example of A Member with Upfit Quote: This is an example of how we use our Cab Chassis and combine them with an upfit to provide a turnkey solution for the member in a simple to follow format. ETA System for Members Walk Through: This is where members can easily come to our website, the same website they built there chassis on and track there order like they would a UPS package. We have a very simple display on our homepage "Track your order" where members can enter one of the following: Purchase Order Number, Quote ID, Upfit Quote ID or vin to easily see there in the process there particular order is in. Courtesy Confirmation Explained: After NAFG receives an order from a Member, we always like to send them a Courtesy Confirmation. This is were the member will double check some particulars on there order like, Color, Quantity, Upfit and Specification's are all correct before order placement. We also like to ask for title information at this point so we can help process the paperwork at delivery promptly. Factory Order Cut Off Notices: Here is were we like to highlight were members can access any upcoming factory order cut off dates. We walk them through the process step by step to ensure everyone knows the upcoming order cut off date, we even print this information (if known at the time) right on the cover page of there quotes. Validation Walk Through Example: To demonstrate a price validation, we show what a member would see when they build a truck on our site. At check out the member would see the Total Configured MSRP of $ 35,730.00, A Sourcewell Price of $ 27,331.68, Total Saving of $ 8,398.32 or 23.505% for a 2020 F-250 followed by the pricing page which shows the Minimum Discount of at least 18.50%. As you see we provided an additional 5% discount on top of the 18.50% contract discount. This would be the case in most instances.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Our willingness and ability to service members nationwide is unparalleled. We have dedicated staff 5 days a week, from 7am to 7pm standing by ready to assist any member help find the best solution for there needs even if helping assist them to the best Sourcewell Contract that could be a solution. We have a dedicated live chat feature on our online quote generating website in case any member has any trouble at all in building there quotes. NAFG has established a chain of suppliers who are at the ready to serve if called upon by any member. We are here to help.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are willing and eager to soon extend our business model and network into Canada. We believe partnering with local Canadian based dealer groups is key to success in the Canadian market. NAFG's competitive pricing as well as a simple US Dollar to Canadian conversation will help NAFG expand into the Canadian market for participating Sourcewell members.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	National Auto Fleet Group will handle servicing 100% of all geographic areas located in the United States. Although it is unclear what unseen obstacles we may face in Canada, NAFG is committed to building the same model to service Canada and providing the same level of customer satisfaction, service, and care as in the United States.	*

33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	NAFG will continue to service all Sourcewell Members through our 24 hour a day, 7 days a week online portal with the exclusion of Non-Profits. Unfortunately, Non-Profits are often not eligible for the same discount's government entities are qualified for. However, Non-Profits are subject to a different pricing program and will be evaluated on a case to case basis.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The only possible logistical constraints we may face is the shipping constraints for shipments arriving in Alaska, Hawaii and US Territories. For example, we often provide members in Alaska or Hawaii with vehicles that often have upfits. To circumvent this potential issue, members allow us to add these extra shipping and port costs to their quotes.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	National Auto Fleet Group encompasses a variety of marketing strategies to promote our products and services to streamline the vehicle purchasing process for government entities. Below are a few strategies used to serve as the gateway between our business and public agencies. Website and Inbound Marketing: The creation of a professional customer-focused website is one of our main features to market our products and services. The NAFG website encourages our members to interact and browse through products offered along with pricing and information about National Auto Fleet Group. Inbound marketing is created when potential members are directed to the company website. With this method, we are able to not only connect with members but to put the purchasing ability into the hands of each member. Our inbound marketing strategy attracts members by creating valuable content and experiences tailored to the needs of each individual. Examples include email campaign flyers on our products, informative and how-to videos, social media and engaging members with top-notched customer service to build brand awareness. Email Marketing: One of the main strategies used to engage current and potential members is Email Marketing. Our emails include different types of flyers that consist of information of the Sourcewell contract, promoting manufacturer brands, holiday themed flyers, discounts offered to first time buyers, important cutoff date reminders and upcoming products and events. The use of marketing campaigns plays a major role in enhancing the growth of our client database. Emails are a big part of our daily lives due to government agency employees utilizing emails as their main source of communication. We use campaigner.com as the emailing platform to reach our target members. Videos and descriptive images are used on all flyers and are compatible with a desktop or mobile device. Messages are short and to the point with links leading to the Sourcewell and NAFG homepage. The Campaigner email system allows the ability to track email activity based on open rate, unsubscribes and link clicks which is beneficial to understanding email effectiveness. Once potential members are directed to our website, they are welcomed with a wide range of options to explore an array of our products and services. They are able to register to become a member, view pricing, explore available in-stock vehicles, view how-to-videos, build a vehicle online to request an immediate quote or use our live chat assistant or call/email for live support. Face to Face Marketing Strategies: This strategy has proven to be successful in generating leads and creating lasting relationships by developing genuine connections with prospective members. National Auto Fleet Group attends several trades shows per year to engage members and put a face to the company. This in person meeting aids to build the brand by nurturing relationships between members and other vendors associated through the process. Trade shows attended include GFX, IAPPO, NIGP, ACT, CAPPO, and CASBO throughout the United States. NAFG has many opportunities to make in person presentations to propose products, services offered and to answer any questions potential members may have. These PowerPoint Presentations include topics on NAFG/Sourcewell process, how to facilitate the vehicle purchasing without bidding, informational videos, and the brands and services we provide. These meetings have been held at local cities, counties, school districts, water districts and ports. Relationship Marketing is a vital strategy used in building and maintaining long-term relationships practiced by National Auto Fleet Group on a daily basis. NAFG strives to create a positive and supportive connection with members by providing personalized and responsive customer service practices. The sales team has worked tirelessly to focus on providing outstanding customer support to create a powerful rapport with existing and new members. By going above and beyond, they have enhanced existing relationships and executed customer loyalty with repeat businesses. They strive to deviate from the "Car Salesperson" mentality which is 100% sales driven to a more product and customer service approach by instilling a sense of confidence in our clients. The goal is to regularly assist clients and address any needs and concerns even after the purchase has occurred. The strive to focus on solution selling vs. product selling develops into a mutually beneficial agreement for members and the business. Below are a few examples on successful relationship marketing from our Fleet Department: We had a member call in to request financing/lease options for a truck needed through our National Auto Fleet Group/Sourcewell vehicle contract. I contacted another Sourcewell vendor, Matt Geiselhart from NCL Gov Capital and he was happy to assist with a financing quote. The member also requested to trade in a current vehicle in their fleet and was directed to Govdeals for assistance in removing the outdated unit through an auction. The member was able to utilize three Sourcewell contracts to complete his transaction which simplified the entire process. The member was very satisfied with the amount of care and ease through his experience and became a repeat customer. By utilizing a cross-selling strategy, National Auto Fleet Group became his one stop shop to fulfill all fleet vehicle purchasing needs. "I had a member call in desperate to obtain a new truck because an employee had gotten into a serious accident and had the truck totaled. Due to covid restrictions, most manufacturers are currently experiencing microchip shortages which relays to production delays at the factory. We were able to direct buyer to our in-stock inventory on the NAFG website and member was ecstatic to locate truck to meet their needs. Instead of having to wait 30 weeks to receive the new vehicle, member was able to obtain the new truck within 3 weeks."	*

"I once had a member contact us two years after purchasing a vehicle from us. They had a malfunction with the liftgate on the box truck which caused a logistical nightmare. I was able to contact one of our body vendors that upfitted the lift gate installation and a service technician was able to go onsite to resolve the liftgate issue at no additional cost. The member was very impressed with the quality of our customer service even after purchase. "

"I had a member request a ¾ ton truck pricing but was unsure about their budget at the time. I took the time to go through each option with the client to provide a Sourcewell pricing quote through multiple manufacturers from Ram, Chevrolet and Ford. This empowered the member to have multiple pricing options for review to align with their budget as well as eliminating the need to shop anywhere else. "

"We work with many body companies to assist customers with the body upfitting process. One of our members called in a request to expedite a particular vehicle that was held up at one of their local body upfitters. I contacted the body company representative and put in a request to expedite the upfitting per request of the member. The body company was able to comply with the request and delivery was made sooner than expected."

Word-of-Mouth Marketing: The positive quality of service has led to more sales based on previous customers' impressions on their experience. NAFG's goal is to provide exemplary customer service throughout the entire purchasing process to encourage repeat business and advocate services to other members. NAFG has been fortunate to experience multiple instances of leads generated based solely on word-of-mouth marketing though our existing customers.

Cross-promotion: National Auto Fleet Group is currently collaborating with another Sourcewell Vendor, NCL Government Capital to promote each other's products and services. NCL Government Capital specializes in providing competitive equipment financing programs for municipalities and public education entities across the United States. As a team, NCL and NAFG produced a variety of marketing materials such as videos, flyers and info graphs to promote purchasing and leasing opportunities.

Hoglund Bus Company is another cross-promotion vendor NAFG had the opportunity to create a partnership with. Flyers were created to advertise Chassis from NAFG along with a variety of bus bodies from Hoglund Bus Company.

With cross-promotion, companies exchange knowledge and provide endorsements on websites, social media, and email campaigns. This strategy creates an influx of new leads, brand awareness, increased sales and recurrence of customers. National Auto Fleet Group will continue to create new partnerships and facilitate more cross-promotion opportunities in the near future to provide turnkey solutions for a variety of vehicle purchasing needs.

Coming in 2022, National Auto Fleet Group will be launching a NAFG Partner Website to further increase business growth. The website www.nafgpartner.com is expected to launch next year in 2022. The site encourages body upfitting companies throughout the United States to partner up with NAFG to become a preferred member. The benefits of becoming a preferred member include endorsements on website and social media avenues along with word-of-mouth referral for clients with upfitting needs. Our dedicated public relations representative will conduct phone and in person meetings to discuss the advantages of partnering up with NAFG, therefore generating more cross-promotion opportunities.

Members from government agencies are encouraged to go on the site to search for local body upfitting companies they are interested in working with. As a prerequisite in becoming a preferred vendor, they are required to advertise NAFG and the Sourcewell contract on their business website and refer their clients to purchase their cab/chassis needs through NAFG. This establishes a partnership that will generate increased sales all around. We are still currently building the website and interacting with body companies across the United States that would be interested in partnering up with NAFG.

36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Social media plays a crucial element in the way people communicate and connect with each other. LinkedIn is the go-to platform used by NAFG as it offers a variety of ways to expand our network by locating and connecting with relevant professionals in the industry. National Auto Fleet Group has utilized LinkedIn to engage current and potential members through personalized messages and posts. Personalized messages include thanking them for registering on site as well as directing them to on our link to the website, LinkedIn, YouTube, Facebook and Instagram company pages. The goal is to unite with people already on our database as well as people that would benefit from our products and services. Current flyers or messages about our company are also posted on the LinkedIn site to generate and attract more business. Time is also spent on reading posts from connections and observe any needs that National Auto Fleet Group may assist with. National Auto Fleet Group has begun utilizing video marketing strategies to further promote and market products by engaging on social media channels and email flyers. Programs such as Vimeo, Video Scribe, Cartoon Animator, Adobe Animate, Illustrate, Captive, Photoshop and Movavi Video Editor Plus are employed to edit and create videos to assist in endorsing our company. The following videos were recently created by our marketing department along with outside video production companies: Explainer Video: The first video created was a 90 second explainer video about National Auto Fleet Group that used animated characters to visualize our products and services along with information on the Sourcewell awarded contract. The video has been incorporated into all our weekly email flyers and social media platforms as an informative video on our products and how to purchase vehicles off Sourcewell Government Contract. How To Videos: National Auto Fleet Group has also created step-by-step How-To videos on the process to purchase both Light Duty and Heavy-Duty vehicles off the contract. In Stock Vehicles: This video showcases our in-stock vehicles available and the process of requesting a quote. ETA Tracking System: This video was created to not only introduce but to encourage clients to self-track their vehicle status. Holiday Themed Videos: These amusing videos were created to celebrate the holidays and add humor and lightness to our company and products sold. Cross Promotion Video: This video markets our relationship with NCL Government Capital and Sourcewell to endorse EV vehicles. Videos for social media: Mini videos were created to advertise new vehicles available, pricing and cutoff date reminders. NAFG has recently introduced a newly built live chat feature on our website for customer convenience as well as improving customer service. Visitors have access to chat with a live sales representative 24 hours a day, 7 days a week. With this feature potential customers are provided with another avenue for assistance in addition to emailing and phone calls. The benefits of a live chat option include quicker response time to assist buyers in reaching a purchasing decision and answer their questions. Improving customer service will also lead to increased sales, customer loyalty and engagement. Many studies have shown a strong correlation between live chat and increase in conversion rates. Potential clients appreciate having their questions answered in real-time when trying to build a vehicle quote online and allowing the user to multi-task different projects.
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell's mission states: "Our commitment to service and exceeding client expectations." This statement integrates with our relationship marketing strategy with our commitment to go above and beyond for all our members. Sourcewell is a trusted brand that government entities can rely on to access a wide variety of products and services for their everyday needs. With over 40 years of partnerships and relationship building, they are the glue that connects government, education, and nonprofit agencies to companies of all sizes to offer turnkey solutions to their needs. Sourcewell is also a reliable resource for vendors by not only connecting with potential prospects but by providing valuable marketing materials readily available for download on their website. Resources and tools provided include flyers, vendor training videos along with compliance information. The Sourcewell brand integrates a thorough documentation review of all vendors prior to awarding their cooperative contracts to ensure products and services are from reputable vendors. The brand provides a sense of legitimacy of our company name and members recognize that products and services are from reliable sources that will meet their needs. Sourcewell's aim is to simplify the purchasing and procurement process of government entities by eliminating the costly bidding procedure. The process of researching the right vendor is not only stressful and time-consuming but can be expensive as well. Sourcewell has completed the bidding for government entities which simplifies the overall purchasing process by providing access to competitively bid contracts procured by a government agency. Sourcewell has provided NAFG with overwhelming opportunities to work with government agencies across the United States. The Sourcewell name represents a high standard of integrity and ethics which is a dynamic National Auto Fleet Group is proud to be part of. Sourcewell members have access to a contract that is more flexible than the standard bidding process. Sourcewell is an organization that aids government entities to stay competitive without the frustrations and issues involved with the traditional bidding process. This contract can be customized to meet the unique needs of each client. The sales team has incorporated not only this standard of integrity in their sales practice ensuring clients' purchasing needs will always be met. The cost savings and stress-free nature of the cooperative contracts favors that of the traditional bidding process. It enables vendors to work with qualifying government entities in a more efficient manner. We vow to maintain these levels of standards across the board throughout all departments within the company.

38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our website provides a hands-on empowering approach to ordering vehicles online. Clients can search through many vehicles makes and models with the ability to customize a vehicle tailored to their specific needs of their agency. A personalized quote with pricing can be available in as little as 5 minutes depending on the complexity of the vehicle. If upfitting is needed, the buyer can list the details of the up-fit while building their vehicle on our website to receive a complete quote or a sales representative can be reached through phone, email or our new live chat feature built on our website. We have recently created and uploaded a "How-To Videos" section on the homepage of our website which highlights a step-by-step process on how to build an online quote. This informative video demonstrates how to navigate the website in how to generate a vehicle quote with or without upfitting options. It begins by explaining how to register on our website as a member and then details on how to select vehicle model and type and the factory options needed. Once a customized quote is built, clients have the option to finalize the sales transaction by submitting a purchase order to our sales team via email. This gives complete autonomy to the client to purchase vehicles without the need to speak to a sales rep. If assistance is needed, they can contact sales through email, live chat or phone. If assistance is required to build a quote, our sales rep is also available to walk a client through the e-procurement process step by step. This ensures someone is available to answer any questions if needed and empowering the client to make any future purchases on their own. Clients may also call or email the needs of the company and receive a customized vehicle quote.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	National Auto Fleet Group extends any and all product, equipment, maintenance and operating programs provided by the Manufacturer directly to Sourcewell participating entities during the quoting process. The manufacturer will provide quotes to the member based on the vehicles class and size, and geographic location. NAFG will always pass these quotes onto members and treat them like an upfit to the vehicle.	*
40	Describe any technological advances that your proposed products or services offer.	Technological accomplishments by Manufactures like Ford Motor Company and General Motors serve members by keeping many models available for members to choose from. Additionally, NAFG allows members the ability to choose to electrify their vehicle by opting into the Motive Power Systems we can still help supply this kind of an upfit. For more information, we have attached the product and pricing information within the "Upfits Available" and "All 15 Manufactures" ZIP files under the supporting documents portion of the application.	*
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	. National Auto Fleet Group helped create the Climate Mayor Purchasing Collaborative by partnering with over 400 Mayors nationwide. This initiative was created for the benefit of members who wanted to create and sustain an all-electric fleet. We offer 100% purely electric vehicles your members to choose from. Some popular models include the Chevrolet Bolt, Ford Fusion, Ford Mustang Mach-E, as well as Ford's all electric F-150. We are confident that as more OEM's continue to manufacture new electric vehicles, we will provide them for members to select from. More information about this initiative can be found at www.Driveevfleet.org	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	NAFG has the California Air Resource Board (CARB) Certificate as well as the Ford Qualified Vehicle Modifier Certificate on file with some of our partner suppliers and upfitters hold these certifications and these certifications help illustrate how each vehicle conserves energy and remains energy efficient.	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	NAFG holds a current partnership with many suppliers some of which are veteran owed such as Pacific Truck Body located in CA. Our Ford, Chevrolet and Ram,Jeep,Dodge,Chrysler stores are jointly owned and operated by Minorities.	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	. National Auto Fleet Group was not only built on dedication and hard work, but also through quantifiable metrics that directly measure the results of our efforts to ensure real goals are being measured and met. Through measuring results, NAFG takes responsibility in ensuring we deliver only the best customer care to your members. NAFG offers members 24 hour website access to customer support to personably walk members through any questions they may have. No matter what the issue may be, we always think outside the box to help members find a solution.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Each of the 15 manufactures we represent cover their own products, parts, and labor. All warranty information may be found in our attachments under the ZIP File "All 15 Manufactures".	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Prior to purchase, members should be aware of each manufacturer's restrictions. Such as improper use of the vehicle may result in disqualification of coverage under the OEM's warranty. An example of this may be an F-350 being used for a police related pursuit, which may void certain warranties. Although, we always welcome and encourage members to contact us for their particular warranty coverage.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	In some cases, manufacturers will tow a member's vehicle to the nearest warranty repair facility in case of a breakdown and cover expenses, but prior approval is required.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	This may vary from manufacturer to manufacturer. Thus, we encourage members to call in prior to purchase and inquire about their specific region and how their warranty repairs will be covered with their manufacturer.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All warranties are typically passed on to the original equipment manufacturer and any upfit warranty will be passed on to the upfitter to perform.	*
50	What are your proposed exchange and return programs and policies?	If a member changes their mind, NAFG will quickly make every effort to change or cancel the order with the factory. However, once the manufacturer begins producing the vehicle, there are no changes, exchanges, or refunds available. The order is then deemed non-cancellable. This includes any upfit equipment an upfitter has ordered for the unit.	*
51	Describe any service contract options for the items included in your proposal.	NAFG offers any and all manufacturer service contracts for all members. There are several parameters in which a service contract may be customizable. These customized service contracts will be treated as add factory options and following the same discount schedule provided in the pricing file.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
52	Describe any performance standards or guarantees that apply to your services	The only guarantee we can ever provide is the guarantee that we will treat and help every member that contacts with respect, integrity and professionalism.	*
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	NAFG and staff uphold high standards with how we provide service to the members, not only holding each other accountable but by embracing member feedback of how we can improve. Then we act upon it and implement improvements.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods?	Standard payment terms are Net 20, with a 10 – day grace period.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	. In order to provide leasing or financing options, NAFG has partnered with National Cooperative Leasing to offer leasing terms for Sourcewell members for all NAFG quotes under the Sourcewell contract. For further review, we have attached a PDF called "NCL Sample Lease" in the "Member Walk Through" Zip file.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	National Auto Fleet Group's transaction process (Purchase Order) is closely tracked, well documented, and neatly organized to monitor each transaction performed through our Sourcewell Contract. This way, NAFG may produce swift and accurate quarterly reporting.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, NAFG accepts up to $2,500 per vehicle. However, any dollar amount higher than $2,500 will require a P-card/ Credit Card transactional fee that would be passed onto the member	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	National Auto Fleet Group is offering Line-Item Discounts Off Manufacture Suggested Retail Price for 15 manufacturers that is detailed in the Price File. NAFG will also offer any Upfits to be added to any and all vehicles' that members wish to add. Details are located on the Price Summary Page in the Price File.	*
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	NAFG has an provided offerings from 15 Brands/OEMS and there respective percentage off vary and are detailed in the "Price File" zip Each Manufacture Range is detailed in the tabs below, here is an overview Chevrolet from -.077 to 24.45 % Ford Motor Company from -5.19 to 23.31 % GMC from 6.14 to 22.45 % Ram from 4.99 to 14.23 % Dodge from 3.09 to 9.96 % Jeep from 1.38 to 4.17 % Chrysler from 1.65 to 4.55 % Toyota from .03 to 8.98 % Honda from 1.34 to 4.9 % Nissan from -.085 to 14.61 % Buick from 2.36 to6.08 Kia from .69 to 8.39 % BMW from 3.8 to 4.77 % Cadillac from 4.22 to 6.77 % Volkswagen from 2.17 to 2.46 %	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	If clients are considering an order of 150 or more units, we encourage members to contact us for any additional discounted quotes.	*
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	"Open Market" products or "Sourced Goods" will be considered and treated as regular upfits. However, they may be quoted up to a 10% mark up, if applicable.	*
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All considerations have already been taken into account in its entirely. The Price Summary Page and Price Table contained in the price file includes all considered costs. Although if a member requested a specialized quote for a unique situation that requires special training, direction, or installation, the additional costs would be added as a part of the upfit and then included inside the member's quote.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All manufactures charge a standard "Factory Destination Charge". However, that is separate from the freight/destination cost that members may incur to ship a vehicle to and from an installer, if applicable. These subsequent locational movements may bare additional freight costs that will be outlined within the members quote for their review prior to purchase.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping, and delivery terms among these regions sometimes carry additional logistical charges for added ferry, port and driver costs from both to and from the mainland. These added costs will be disclosed on the quote for members to review and approve prior to purchase.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	National Auto Fleet Group already has a well-established Automobile Franchise Distribution Network that allows for swift and relatively seamless delivery to members and their end users.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	NAFG Strives to offer the best overall value to the member with each and every quote.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Sourcewell participating members are able to obtain proper pricing directly from our website, where they are able to use our user-friendly design to build and price their vehicles. The NAFG is updated daily to reflect updated manufacturer MSRP information. Our system will provide members with an accurate quote 99.99% of the time. In addition, NAFG has a stream line and organized process hat calculates administrative fees and allows NAFG to give a turnaround time of 15 – 30 days for quarterly reports.	*
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	One of the internal metrics NAFG uses to track and measure success with the Sourcewell Contract is maintained through our website. Our website keeps a detailed log of quotes that members are generating. We oversee and keep track of how many quotes are being generated and which quotes are met with a purchase order. Every month we evaluate our sales indicators and closely monitor the volume and frequency of sales. One example is by evaluating which members are purchasing from our platform – new members or frequent members to ensure we are growing our member base. We use these metrics to measure our projected growth rate and work to exceed our expectations.	*
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	NAFG will submit $ 300 per vehicle purchased through NAFG and $ 200 per vehicle purchased though our partner dealer Alan Jay Automotive. For the purpose of an admin fee there are no other partner dealer groups considered.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	NAFG has provided a "Model Roll Out" Charts in the "Price File" zip, but of the 15 manufacturers we represent, they have over 100 makes and models for members to choose from that range from Class 1-3 and supporting Class 4 Cab and Chassis trucks. NAFG's platforms can add any upfit of their choosing, ranging from toolboxes to Line Mechanic Bodies. Any and all upfits can be added to any one of our vehicles through one of our upfit partner suppliers or by an upfit supplier of the members choosing. NAFG and the supplier will work together to supply members with turnkey quotes.	*
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	National Auto Fleet Group lists the makes and models of all 15 manufacturers we represent under the ZIP File "All 15 Manufactures". These 15 OEMs make up over 100 combined makes, models, and engine combinations for members to select from along with several subtitle "Upfits" detailed for members in the price file.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
72	Automobiles	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
73	Sport Utility Vehicles	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
74	Vans	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
75	Trucks	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
76	Vehicles described in Lines 72-75 above for Public Safety applications	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
77	Conventional internal combustion models	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
78	Natural gas or propane autogas, hybrid, or alternative fuel models	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
79	Electric powered models	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - NAFG Price File for Bid 091521.zip - Monday September 13, 2021 19:29:27
- Financial Strength and Stability - Market Success and Financial Stability.zip - Monday September 13, 2021 19:30:12
- Marketing Plan/Samples - Marketing Plan Compressed.zip - Tuesday September 14, 2021 11:38:30
- WMBE/MBE/SBE or Related Certificates - Insurance and Related Documents.zip - Tuesday September 14, 2021 11:40:18
- Warranty Information - Warranties RFP 091521.zip - Tuesday September 14, 2021 11:40:36
- Standard Transaction Document Samples - Standard Transaction.zip - Monday September 13, 2021 19:54:48
- Upload Additional Document - ALL 15 Makes and Upfits.zip - Tuesday September 14, 2021 11:35:54

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jesse Cooper, Fleet Manager, 72 Hour LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column **"I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_6_ Autos_SUVs_Vans_Trucks_RFP_091521 Wed September 8 2021 06:27 PM	☑	1
Addendum_5_ Autos_SUVs_Vans_Trucks_RFP_091521 Tue September 7 2021 07:28 PM	☑	2
Addendum_4_ Autos_SUVs_Vans_Trucks_RFP_091521 Thu August 26 2021 05:55 PM	☑	1
Addendum_3_ Autos_SUVs_Vans_Trucks_RFP_091521 Mon August 23 2021 09:47 AM	☑	1
Addendum_2_ Autos_SUVs_Vans_Trucks_RFP_091521 Sun August 8 2021 09:02 PM	☑	1
Addendum_1_ Autos_SUVs_Vans_Trucks_RFP_091521 Thu August 5 2021 03:58 PM	☑	1

Docusign Envelope ID: F41490C1-FB2A-419C-A8ED-E30F112537A3

AMENDMENT #1
TO
CONTRACT # 091521-NAF

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **72 Hour LLC dba: National Auto Fleet Group** (Supplier).

Sourcewell awarded a contract to Supplier to provide Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories to Sourcewell and its Participating Entities, effective November 4, 2021, through November 8, 2025 (Contract).

The parties wish to amend the Proposal to ensure compliance with Sourcewell's Procurement Policy and standard government procurement practices.

NOW, THEREFORE, the parties amend the Contract as follows:

Line item 28 of "Table 6: Ability to Sell and Deliver Service" of the Proposal is modified to add the following:

> **"For Tesla and Mullen vehicles, the Participating Entity will work directly with Supplier when ordering the vehicle. Once a purchase order is issued and received by Supplier, Supplier will work with the appropriate Tesla or Mullen representative to process the order and deliver the vehicle directly to the Participating Entity. All necessary paperwork will be handled directly between the Participating Entity and Supplier."**

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

By: Signed by: Jeremy Schwartz C0FD2A139D06489...
Jeremy Schwartz, Chief Operating Officer

Date: 2/21/2025 | 4:19 PM CST

72 Hour LLC
dba: National Auto Fleet Group

By: Signed by: James Cooper FACBB5730C1E467...
Jesse Cooper, Fleet Manager

Date: 2/21/2025 | 2:34 PM CST

CITY OF SEBASTIAN

CITY COUNCIL STAFF REPORT

DATE	January 28, 2026
TO	Honorable Mayor and City Council
THRU	Brian Benton, City Manager
FROM	Jessica Graham, Procurement Manager
SUBJECT	Consideration of a purchase order for Computers at Work!, Inc. in the amount of $32,145.42 to purchase computers and peripherals for the MIS Department and provide authorization to the City Manager or designee to execute.

EXECUTIVE SUMMARY

This requested purchase is for the replacement of six (6) rugged laptops (and docking stations) for Police Department Patrol Officers and 10 desktops to replace the current citywide desktops that have reached the end of life and are no longer upgradable. At that time, support will no longer be available, and the laptops will no longer receive security updates or operating system updates from the MFG. For this proposed purchase, the City will utilize the State of Florida's Alternate Source Contract (#43210000-23-NASPO-ACS) with Dell Marketing LP (Dell), which was competitively selected using procedures equivalent to those of the City of Sebastian. While Dell was awarded the contract, Computers at Work!, an authorized Dell reseller under the State of Florida contract, will fulfill the order.

Cooperative purchasing, or the use of existing government contracts, ensures that pricing and contract terms remain the same while the contract is active, including any contract extensions or renewals. In accordance with State of Florida procurement statutes and the City's Code of Ordinance Section 2-10(c)(2), the procurement procedures carried out by the awarding agency are equivalent to Sebastian's procurement process. At this time, staff has determined that the recommended vendor is the most advantageous for meeting the City's needs. Staff is seeking approval to purchase sixteen (16) new computers (including docking stations) and authorization for the City Manager or designee to execute any necessary documents.

RECOMMENDATION

On behalf of the City of MIS Department, the Procurement Division recommends that the City Council approve a purchase order for Computers at Work!, Inc., in the amount of $32,145.42, to purchase computers and peripherals for the MIS Department, and authorize the City Manager or designee to execute.

ATTACHMENTS:

1. Procurement Justification
2. Computers at Work! Quote
3. Dell Marketing LLP, State of Florida Contract #43210000-23-NASPO-ACS

FUNDING SOURCE:

Expenditure required	Amount Budgeted:	Funding source
$32,145.42	$45,000 An encumbered amount of $2,958.45 was approved by the City Manager on 12/19/2025 for a replacement Dell tower. To date, $3,044 has been expended on Citywide computers, peripherals, and accessories under the purchase order threshold. Remaining Balance: $38,998	Discretionary Sales Tax

Additional Funds Needed: $ 0.00

CITY OF SEBASTIAN
HOME OF PELICAN ISLAND

PROCUREMENT JUSTIFICATION

A **Competitive Solicitation** is a formal process that requires sealed bids, provides an equal and open opportunity to qualified parties, and culminates in a selection based on criteria.

A **Competitive Quote** is an informal process that provides an equal and open opportunity to qualified parties and culminates in a selection based on criteria.

DATE: January 16, 2026

TYPE OF PURCHASE:

- ☐ Invitation to Bid (ITB)
- ☐ Request for Proposal (RFP)
- ☐ Request for Qualification (RFQ)
- ☐ Invitation to Quote (ITN)
- ☑ Piggyback/Cooperative
- ☐ 3 Written Quotes

PROPOSED VENDOR: Computers at Work! (Dell Marketing LP re-seller)

ITEMS OR SERVICES REQUIRED: Rugged Laptops and desktops

ADDITIONAL INFORMATION
MIS purchases Dell equipment through Computer's at Work!, Inc. Computer's at Work!, Inc. is an authorized Dell reseller and the computers are quoted through the State of Florida Contract #43210000-23-NASPO-ACS, Computer Equipment, Peripherals, and Related Services.

Approved: Digitally signed by Jessica Graham Date: 2026.01.16 12:01:00 -05'00'

Jessica Graham, Procurement/Contracts Manager

Computers At Work!, Inc.
DBA vTECH io
EIN: 31-1758837

2338 Immokalee Rd. #151
Naples, FL 34110
Phone: (239) 514-2888
Fax: (239) 236-2232

www.vTECHio.com

PROPOSAL
CAWQ39012-02

Quoted: Jan 16, 2026
Expires: Jan 28, 2026

Prepared For:	Ship To:	Presented By:
City of Sebastian Barbara Brooke-Reese 1225 Main St Sebastian, FL 32958 United States	**City of Sebastian** Barbara Brooke-Reese 1225 Main St Sebastian, FL 32958 United States	**Dan Beeman** Dan.beeman@vtechio.com 813-777-7651

Phone (772) 473-2799
Email breese@cityofsebastian.org

Please review quote for shipping address and accuracy of each item BEFORE placing order.
ALL SALES ARE FINAL ** 7-day from ship-date return window for items damaged in transit.

Terms: Net 45 Days

Line #	Description	Product #	List Price	Disc %	Unit Price	Qty	Ext. Price
1	**Dell Pro Rugged, RB14250 XCTO** Estimated delivery date: Jan. 29, 2026 Intel(R) Core(TM) Ultra 7 165U (12 MB cache, 12 cores, up to 4.90 GHz, 15W) Windows 11 Pro Intel R Core TM Ultra 7 165U (12 MB cache, 12 cores, up to 4.90 GHz, 15W), Intel Integrated Graphics 16GB: 2 X 8 GB, DDR5, 5600, NonECC, SoDIMM 256GB PCIe NVMe 2230 SSD 14" Touch, FHD 1920x1080, 60Hz, WVA, AntiGlare, 1100nit, Low Blue Light, RGB camera, Passive Pen HD RGB Camera + Microphone, Touch display, WLAN/WWAN/GPS antenna 5G Qualcomm(R) Snapdragon(TM) X62 Global 5G (DW5932e), eSIM capable, AT&T Intel WiFi 6E AX211, 2x2, 802.11ax, MUMIMO, Bluetooth 5.3 wireless card Wireless Intel AX211 WLAN Driver Core Ultra 7 nonvPro CPU Label, Gen 14th English US Rugged RGB Single Point backlit Copilot key keyboard No Fingerprint reader, no Smartcard reader 65W AC adapter, USB TypeC E4 C5 black Power Cord 1M, US Primary 3 Cell 53.5 Whr ExpressCharge Capable Battery Battery Airbay Cover Service and Support Guide MUI for DAO (English, French, Multi) Quick setup guide, WW No Resource USB Media ME DisableManageability No AutoPilot No Mouse ENERGY STAR Qualified EPEAT Gold with Climate+ Dedicated ublox NEOM9N GPS Card	210-BNNG	*$6,119.24*	*43.68 %*	$3,446.47	**6**	$20,678.82

Line #	Description	Product #	List Price	Disc %	Unit Price	Qty	Ext. Price
	No UPC/EAN Label						
	Mix Shipment, Dell Pro Rugged 14 RB14250						
	Standard Shipment, VS						
	English, French, Spanish, Brazilian Portuguese						
	Additional TBT4/TypeC port						
	Additional rear USB 3.2 TypeA port						
	Intel Responsiveness Technologies Driver						
	Rigid Handle						
	No Additional Software						
	Custom Configuration						
	Docking POGO connector with Antenna Passthru, WLAN+WWAN+GPS antenna						
	No Intel Connectivity Performance Suite						
	ProSupport Plus: Next Business Day Onsite, 2 Years Extended						
	ProSupport Plus: Next Business Day Onsite, 3 Years						
	Dell Limited Hardware Warranty Initial Year						
	ProSupport Plus: Accidental Damage Service, 5 Years						
	ProSupport Plus: Keep Your Hard Drive, 5 Years						
	ProSupport Plus: 7X24 Technical Support, 5 Years						
	Dell Limited Hardware Warranty Extended Year(s)						
	Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 18665163115						
	Activate Your Microsoft 365 For A 30 Day Trial						
	Dell Additional Software						
	No AntiVirus Software						
	OSWindows Media Not Included						
2	**AMD Ryzen(TM) 5 PRO 8500GE (6 cores, up to 5.0GHz)**	338-CSMJ	*$1,595.35*	*44.60 %*	$883.86	**10**	$8,838.60
	Estimated delivery date: Feb. 2, 2026						
	Windows 11 Pro						
	16 GB: 1 x 16 GB, DDR5, up to 4800 MT/s, nonECC						
	512GB SSD						
	No Additional Hard Drive						
	Internal WiFi Antenna						
	MediaTek WiFi 6 MT7920, 2x2, 802.11ax, MUMIMO, Bluetooth(R) wireless card						
	Wireless Driver, MediaTek WiFi 6 MT7920, 2x2, 802.11ax, MUMIMO, Bluetooth(R)						
	Micro Chassis (L5.5 DAO)						
	No Keyboard Selected						
	No Mouse Selected						
	No Additional Cable						
	No Stand or Mount						
	ENERGY STAR Qualified						
	US Power Cord						
	Documentation						

Line #	Description	Product #	List Price	Disc %	Unit Price	Qty	Ext. Price

Quick Start Guide
US/Canada Battery Warning Label
No UPC/EAN Label
Trusted Platform Module (Discrete TPM Enabled)
Shipping Material, MPP Cusion
Shipping Label
Regulatory Label for 90W Adapter
Desktop BTO Standard shipment
Dell Pro Micro QCM1255
EPEAT Gold with Climate+
Custom Configuration
1st M.2 2230 SSD Extend Bracket & Screw
No PCIe addin card
90 Watt A/C Adapter
Internal Speaker
No Stand or Mount
Optional USB TypeC with DisplayPort Alt mode
English, French, Spanish, Brazilian Portuguese
Dell Limited Hardware Warranty Plus Service
Onsite Service After Remote Diagnosis 3 Years
No AutoPilot
Activate Your Microsoft 365 For A 30 Day Trial
Dell Additional SW Dell Pro Desktop
No AntiVirus Software
OSWindows Media Not Included
Not selected in this configuration

3	**Havis Cradle for Dell Pro Rugged 14" & 13", 5430, 7330 Notebooks; DSDELL433**	AD163105	*$438.00*	*0.00 %*	$438.00	**6**	$2,628.00

Estimated delivery date: Feb. 11, 2026

Contract Name: Dell NASPO Computer Equipment PA - Florida - | Computers at Work, Inc DBA vTECHio | Customer Agreement ID: 23026 / 43210000-23-NASPO-ACS Contract Expiration Date: June 30, 2026

Line # **Description**	Product # **List Price**	Disc % **Unit Price**	**Qty**	**Ext. Price**

Recurring :

Your investment in addition to the Grand Total:

$0.00	*Billed Monthly*
$0.00	*Billed Quarterly*
$0.00	*Billed Annually*

www.vTECHio.com

Totals :

Vendor Subtotal	~~$55,296.94~~
Your Subtotal	$32,145.42
Tax	$0.00
Shipping	$0.00
Grand Total	**$32,145.42**

Pricing, Taxes, and Additional Information
All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. vTechio reserves the right to cancel quotes and orders arising from pricing or other errors. Sales tax on products shipped is based on your "Ship To" address. Please indicate any tax-exempt status on your PO, and email your exemption certificate to DJ.peterson@vtechio.com . Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to DJ.peterson@vtechio.com
For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice.***A 3.5% convenience fee will be charge for credit card purchases*** By signing this quote you acknowledge having read and agree to be bound by such terms.

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CONTRACT AMENDMENT NO.: 1
Contract No.: 43210000-23-NASPO-ACS
Contract Name: Computer Equipment, Peripherals, and Related Services

This Contract Amendment No. 1 ("Amendment") to Contract No. 43210000-23-NASPO-ACS ("Term Contract") is made by the Department of Management Services ("Department"), an agency of the State of Florida, located at 4050 Esplanade Way, Tallahassee, Florida 32399; and Dell Marketing L.P. ("Contractor"), with its principal place of business located at One Dell Way Round Rock, Texas 78682; collectively referred to herein as the "Parties."

WHEREAS the Parties entered into the Term Contract, which became effective on February 1, 2024, for the provision of Computer Equipment, Peripherals, and Related Services;

WHEREAS the Master Contract was renewed for a period of one year with a new Master Contract expiration date of June 30, 2026 and;

WHEREAS the Parties agree to renew the Term Contract as provided for in Exhibit A, Additional Special Contract Conditions, subsection 2.2, Renewal and;

WHEREAS the Parties agreed that the Term Contract may be amended by mutual agreement as provided in Exhibit B, Special Contract Conditions, subsection 6.9, Modification and Severability.

ACCORDINGLY, and in consideration of the mutual promises contained in the Term Contract documents, the Parties agree as follows:

I. Contract Amendment.
All references to Contract contained within the previously executed Contract documents are hereby amended to refer to the underlying agreement as "Term Contract."

Term Contract Exhibit A, Additional Special Contract Conditions, is hereby deleted and replaced in its entirety with the attached Exhibit A, Additional Terms and Conditions to the Enterprise Contract, which is incorporated into the Term Contract by reference herein. All references to Exhibit A, Additional Special Contract Conditions in the Term Contract are hereby amended to read as Exhibit A, Additional Terms and Conditions to the Enterprise Contract.

Term Contract Exhibit B, Special Contract Conditions, is hereby deleted and replaced in its entirety with the attached Exhibit B, Enterprise Standard Terms and Conditions, which is incorporated into the Term Contract by reference herein. All references to Exhibit B, Special Contract Conditions in the Term Contract are hereby amended to read as Exhibit B, Enterprise Standard Terms and Conditions.

II. Contract Renewal. The Term Contract is renewed for a period of one year pursuant to the same terms and conditions of the Term Contract and any executed written amendments, with a new Term Contract expiration date of June 30, 2026**.**

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CONTRACT AMENDMENT NO.: 1
Contract No.: 43210000-23-NASPO-ACS
Contract Name: Computer Equipment, Peripherals, and Related Services

III. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Term Contract, the terms of this Amendment shall control.

IN WITNESS WHEREOF, the Parties have executed this Amendment by the undersigned duly authorized representatives.

State of Florida:
Department of Management Services

By: DocuSigned by: Pedro Allende C94713929499485...

Name: Pedro Allende

Title: Secretary

Date: 6/27/2025 | 4:13 PM EDT

Contractor:
Dell Marketing L.P.

By: Signed by: Katherine Castillo 1F52A1A3BB38414...

Name: Katherine Castillo

Title: Paralegal Advisor

Date: 6/27/2025 | 3:30 PM EDT

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS TO THE ENTERPRISE CONTRACT

The following subsections are added to the Enterprise Standard Terms and Conditions:

SECTION 18: PUNCHOUT CATALOG AND ELECTRONIC INVOICING.

The Contractor is encouraged to provide a MFMP punchout catalog. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products awarded under the Term Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

The punchout catalog enables Florida buyers to "punch out" to a supplier's website. Using the search tools on the supplier's Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier's punchout catalog site and the shopping cart (full of Products) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products are "brought back" to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding/editing the Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the Customer through one of the mechanisms as listed below:

1) EDI (Electronic Data Interchange)
   This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.

2) PO Flip via AN
   This online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a state Contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system

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marks, logos, trade dress, or other branding designation that identifies the Products made available by the Contractor under the Term Contract.

SECTION 19: FINANCIAL CONSEQUENCES

Failure to comply with the requirements of the Term Contract will result in the imposition of financial consequences. The following financial consequences will apply for the Contractor's failure to meet the performance metric standard and due date corresponding with the deliverables under the Term Contract. The Customer may impose additional Financial Consequences beyond those stated herein to apply to that Customer's purchase. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Term Contract termination, or nonrenewal, when the Contractor has failed to comply with the provisions of the Term Contract.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Term Contract performance and every month or quarter, respectively, thereafter.

Financial Consequences Chart

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance
Contractor will timely submit complete Term Contract Quarterly Sales Reports	All Term Contract Quarterly Sales Reports will be submitted timely with the required information	Completed reports are due on or before the 30th calendar day after the close of each State fiscal quarter	$250 per day late
Contractor will timely submit complete MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Completed reports are due on or before the 15th calendar day after the close of each month	$100 per day late

No favorable action will be considered when Contractor has outstanding Term Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that are required under this Term Contract.

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ENTERPRISE STANDARD TERMS AND CONDITIONS

These Enterprise Standard Terms and Conditions set forth the terms and conditions regarding the administration of the Term Contract, including the provision of Products to Customers. Customer specific terms for purchases off this Term Contract shall be set forth in the Customer specific agreement.

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SECTION 1. DEFINITIONS

Capitalized terms used herein are defined as follows:

"Attachments" means the attachments, addenda, schedules, exhibits, and other documents, however so titled, attached hereto or incorporated by reference herein.

"Business Days" means Monday through Friday, inclusive, excluding State holidays specified in section 110.117, Florida Statutes ("F.S.").

"Contractor" means the person or entity that is a party to the Term Contract and is offering Products for purchase.

"Customer" means the agency, as defined in section 287.012, F.S., or eligible user, as defined in Rule 60A-1.001, Florida Administrative Code ("F.A.C."), that makes a purchase off the Term Contract. For the avoidance of doubt, this also includes the Department when it purchases off the Term Contract.

"Department" means the Department of Management Services, an agency as defined in section 287.012, F.S., responsible for the administration of this Term Contract.

"Enterprise Alternate Contract Source" means a contract authorized pursuant to section 287.042(16), F.S., or approved pursuant to section 287.057(3)(b), F.S., for statewide use.

"Product" means any deliverable under the Term Contract, which may include commodities and contractual services, as each is defined in section 287.012, F.S. "Product" does not include, and no State funding under the Term Contract is being provided for, promoting, advocating for, or providing training or education on "Diversity, Equity, and Inclusion" ("DEI"). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group or an individual's action is inherently, unconsciously, or implicitly biased on the basis of such classification.

"State" means the State of Florida

"State Term Contract" means a term contract that is competitively procured by the department pursuant to section 287.057, F.S. and that is used by agencies and eligible users pursuant to section 287.056, F.S.

"Term Contract" means the legally enforceable term contract, as defined in section 287.012, F.S., between the Department and Contractor to which these Enterprise Standard Terms and Conditions apply, including all Attachments thereto**.** The Term Contract is either a State Term Contract or an Enterprise Alternate Contract Source.

SECTION 2. CONTRACT AMENDMENT

2.1 Amendment. The Term Contract contains all the terms and conditions agreed upon by the parties. Unless otherwise stated in Term Contract, the Term Contract may only be amended upon mutual written agreement signed by the parties. No oral agreements or representations will be valid or binding upon the Department or the Contractor. Unless explicitly agreed to by the Department in the Term Contract, no unilateral alteration or modification of the Term

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Contract terms, including substitution of Product, will be valid or binding against the Customer.

The Department and Contractor may modify the Term Contract to alter, add to, or deduct from the Term Contract specifications, provided that such changes are within the general scope of the Term Contract. The parties may make an equitable adjustment in the Term Contract price or delivery date if the change affects the cost or time of performance.

SECTION 3. CONTRACT CONSTRUCTION AND ADMINISTRATION

3.1 Construction. Unless the context requires otherwise, (i) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation;" (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to the Term Contract as a whole, inclusive of all Attachments. Unless the context requires otherwise, references herein to (i) sections or Attachments mean the sections of, or Attachments to, the Term Contract; (ii) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (iii) a statute, rule, or other law or regulation means such statute, rule, or other law or regulation as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

Unless the context requires otherwise, whenever the masculine is used in the Term Contract, the same will include the feminine and whenever the feminine is used herein, the same will include the masculine. Unless the context requires otherwise, whenever the singular is used in the Term Contract, the same will include the plural, and whenever the plural is used herein, the same will include the singular, where appropriate. All references to "$" or "dollars" means the United States Dollar, the official and lawful currency of the United States of America.

The Term Contract will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Attachments referred to herein will be construed with, and as an integral part of, the Term Contract to the same extent as if they were set forth verbatim herein.

3.2 Administration. Execution in Counterparts. The Term Contract may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

3.2.1 **Notices.** Where the term “written notice” is used to specify a notice requirement herein, said notice will be deemed to have been given (i) when personally delivered; (ii) email (with confirmation of receipt) the day immediately following the day (except if not a Business Day then the next Business Day) on which the notice or communication has been provided prepaid by the sender to a recognized overnight delivery service; or (iii) on the date actually received except where there is a date of the certification of receipt.

Unless otherwise specified, the Contractor shall deliver all notices to the Department’s Contract Manager and the Department shall deliver all notices to the Contractor’s Contract Manager.

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3.2.2 **Severability.** If a court deems any non-material provision of the Term Contract void or unenforceable, all other provisions will remain in full force and effect. Upon a determination that any material provision is void or unenforceable, the parties shall negotiate in good faith to modify this Term Contract to give effect to the original intent of the parties as closely as possible in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

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

3.2.4 **Survivability.** The Term Contract and any and all promises, covenants, and representations made herein are binding upon the parties hereto and any and all respective heirs, assigns, and successors in interest. The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of the Term Contract, including without limitation, the obligations regarding confidentiality, proprietary interests, reporting, and public records, will survive termination or expiration of the Term Contract.

3.2.5 **Third Party Beneficiaries.** The parties acknowledge and agree that the Term Contract is for the benefit of the parties hereto. The Term Contract is not intended to confer any legal rights or benefits on any other party, except such rights and benefits associated with a purchase made by a Customer off this Term Contract.

SECTION 4. CONTRACT TERM, SUSPENSION, AND TERMINATION.

4.1 **Term.** The initial term will begin on the date set forth in the Term Contract documents or on the date the Term Contract is signed by all parties, whichever is later.

Upon written agreement, the Department and the Contractor may renew the Term Contract in whole or in part only as set forth in the Term Contract documents, and in accordance with section 287.057(13), F.S. No costs may be charged for the renewals.

4.2 Suspension of Work and Termination.

4.2.1 **Suspension of Work.** The Department may, in its sole discretion, suspend any or all activities under the Term Contract, at any time, when it is in the best interest of the State of Florida to do so. The Department will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Term Contract. Suspension of work will not entitle the Contractor to any compensation for services not performed or commodities not delivered during the suspension period nor for any additional compensation.

4.2.2 **Termination for Convenience.** The Term Contract may be terminated by the Department, by written notice to the Contractor thirty (30) calendar days in advance, in whole or in part at any time, when the Department determines in its sole discretion that it is in the Department's interest to do so. The Contractor shall not furnish any Product after it receives the notice of termination, except as necessary to complete

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the continued portion of the Term Contract, or a continued purchase off the Term Contract, if any. The Contractor will not be entitled to recover any cancellation charges or lost profits. If the Term Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of any Customer contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

4.2.3 **Termination for Cause.** The Department may terminate the Term Contract if the Contractor fails to (i) on multiple occasions, timely deliver Products purchased by Customers, (ii) on multiple occasions, maintain adequate progress on Customer purchases, thus endangering performance, (iii) honor any term of the Term Contract, or (iv) abide by any statutory, regulatory, or licensing requirement. The Department may, at its sole discretion, (i) immediately terminate the Term Contract, (ii) notify the Contractor of the deficiency and require that the deficiency be corrected within a specified time, otherwise the Term Contract will terminate at the end of such time, or (iii) take other action deemed appropriate by the Department. The Contractor shall continue work on any work not terminated.

Except for defaults of subcontractors at any tier, the Contractor will not be liable for any excess costs if the failure to perform arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor will not be liable for any excess costs for failure to perform, unless the subcontracted Products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the Term Contract. The Customer will notify the Department of any vendor that has met the grounds for placement of the vendor on the Department of Management Services' Suspended Vendor List, as required in section 287.1351, F.S.

4.2.4 **Termination for Non-Compliance with E-Verify.** Pursuant to section 448.095(5)(c)1., F.S., the Department shall terminate the Term Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. Pursuant to section 448.095(5)(c)2., F.S., if the Department has a good faith belief that a subcontractor knowingly violated section 448.09(1), F.S., the Department shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

4.2.5 **Termination Related to Statutory Certifications.** At the Department's option, the Term Contract may be terminated if the Contractor is placed on any of the lists referenced in the attached PUR 7801, Vendor Certification Form, or would otherwise be prohibited from entering into or renewing the Term Contract based on the statutory provisions referenced therein.

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4.2.6 **Termination for Refusing Access to Public Records.** In accordance with section 287.058, F.S., the Department may unilaterally terminate the Term Contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Term Contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

SECTION 5. PURCHASES OFF THE TERM CONTRACT.

5.1 Purchases. By executing the Term Contract, the Contractor agrees to allow Customers to make purchases off the Term Contract. Purchases from Customers other than the Department are independent of the agreement between the Department and the Contractor, and the Department shall not be a party to such transaction. Customers' purchases off the Term Contract are limited to Products offered under the Term Contract, and no additional Products may be provided under a purchase off the Term Contract.

5.2 Purchase Submission. For any purchases off the Term Contract, either the contract (as defined in Rule 60A-1.001, F.A.C.) must be executed between the Customer and Contractor, or the purchase order (as defined in Rule 60A-1.001, F.A.C.) must be issued by the Customer to the Contractor, no later than the last day of the Term Contract's term to be considered timely. Contracts executed, or purchase orders issued, after the last day of the Term Contract's term shall be considered void.

5.3 Terms. The terms of the Form PUR 1000, General Contract Conditions, incorporated in Rule 60A-1.002, F.A.C.**,** and linked here http://www.flrules.org/Gateway/reference.asp?No=Ref-16731, are hereby incorporated by reference herein and will apply to all purchases made by a Customer off the Term Contract. The Customer may attach additional terms and conditions specific to its particular purchase made off the Term Contract, which are considered Special Conditions. The term "Special Conditions" does not include any Contractor-provided documents, including attachments or standard preprinted forms, service agreements, end user agreements, product literature, or "shrink wrap" terms accompanying or affixed to a Product, whether written or electronic, or terms incorporated onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. Any Customer Special Conditions shall not become a part of the Term Contract.

5.3.1 **Term.** The term of the Customer purchase off the Term Contract will be as specified in the purchase, except that if renewals of the purchase are permitted, the Customer and Contractor shall not renew the purchase if the Term Contract expires prior to the effective date of the renewal. Any existing term of a purchase off the Term Contract shall not extend more than forty-eight (48) months beyond the end of the Term Contract. However, if an extended pricing plan offered in the Term Contract is agreed upon by the Customer and Contractor and extends more than forty-eight (48) months beyond the end of the Term Contract, the agreed upon extended pricing plan terms shall govern the maximum duration of the purchase. The Contractor is required to fulfill timely purchases that extend performance beyond the Term Contract term even when such extended delivery will occur after expiration of the Term Contract. For such purchases, all terms and conditions of the Term Contract shall survive the termination or expiration of the Term Contract and apply to the Contractor's continued performance.

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5.3.2 **Additional Requirements.** All Customer purchases off the Term Contract shall contain the Term Contract name and number and shall be placed by the Customer. Delivery or furnishing Products shall not occur until the Customer executes their contract or transmits the purchase order**,** as defined in Rule 60A-1.001, F.A.C**.**

SECTION 6. PAYMENT AND FEES.

6.1 Pricing. The Contractor shall not exceed the pricing set forth in the Term Contract documents.

6.2 Best Pricing Offer. During the term of the Term Contract, if the Department or Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a Product outside the Term Contract, but upon the same or similar terms of the Term Contract, then the Department or Customer may request that the Contractor immediately reduce to the lower price.

6.3 Price Decreases. The following price decrease terms will apply to the Term Contract:

6.3.1 **Quantity Discounts.** The Contractor may offer additional discounts for one-time delivery of large single orders. The Customer should seek to negotiate additional price concessions on quantity purchases of any Products offered under the Term Contract.

6.3.2 **Sales Promotions.** In addition to decreasing prices for the balance of the Term Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. If conducting a sales promotion, the Contractor must submit documentation to the Department's Contract Manager identifying the proposed: (1) starting and ending dates of the promotion, (2) Products involved, and (3) promotional prices compared to then-authorized prices. The Contractor shall provide notice to Customers of the promotion and shall make the promotional prices available to all Customers.

6.3.3 **Equitable Adjustment.** The Department may, in its sole discretion, make an equitable adjustment in the Term Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Term Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Term Contract would result in a substantial loss.

6.4 Purchase Prerequisites. The Contractor may be required to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders. The Contractor shall not charge any fees for payments received via the State's P-Card. The Contractor must ensure that entities receiving payment directly from Customers under this Term Contract must have met the following requirements:

- Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
- Be registered in the MFMP Vendor Information Portal (https://vendor.myfloridamarketplace.com).
- Have a current W-9 filed with the Florida Department of Financial Services (https://flvendor.myfloridacfo.com)

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6.5 **Transaction Fees.** The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), Florida Statutes (F.S.). All payments issued by Agencies to registered vendors for purchases of Commodities or Contractual Services under Chapter 287, F.S., shall be assessed the Transaction Fee of one percent (1.0%) of the total amount of the payments received from the State or Eligible Users, as prescribed by Rule 60A-1.031, Florida Administrative Code (F.A.C.), or as may otherwise be established by law. Vendors shall pay the Transaction Fee and are subject to automatic deduction of the Transaction Fee, when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Agency will have grounds for declaring the vendor in default if the vendor fails to comply with the payment of the Transaction Fee or reporting of payments, which may subject the vendor to being suspended from business with the State of Florida.

6.6 **Exclusivity.** The Term Contract is not an exclusive license to provide the Products described in the Term Contract. The Department may, without limitation and without recourse by the Contractor, contract with other vendors to provide the same or similar Products.

SECTION 7. PERFORMANCE

7.1 **Warranty of Ability to Perform.** Upon the effective date of the Term Contract, and each year on the anniversary date of the Term Contract, the Contractor shall submit to the Department a completed PUR 7801, Vendor Certification Form. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Term Contract obligations.

Additionally, the Contractor shall promptly notify the Department in writing if its ability to perform is compromised in any manner during the term of the Term Contract (including potential inability to renew the Term Contract due to section 287.138 or 908.111, F.S.) or if it or its suppliers, subcontractors, or consultants under the Term Contract are placed on the Suspended Vendor, Convicted Vendor, Discriminatory Vendor, Forced Labor Vendor, or Antitrust Violator Vendor Lists. The Contractor shall use commercially reasonable efforts to avoid or minimize any delays in performance and shall inform the Department of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor shall promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

7.2 **Further Assurances.** The parties shall, with reasonable diligence, do all things and provide all reasonable assurances as may be necessary to complete the requirements of the Term Contact, and each party shall provide such further documents or instruments requested by the other party as may be reasonably necessary or desirable to give effect to the Term Contract and to carry out its provisions. The Department is entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and the details thereof.

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7.3 **Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Term Contract without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of the Term Contract, unless the Department expressly waives such secondary liability. The Department may assign the Term Contract with prior written notice to Contractor of its intent to do so.

7.4 **Employees, Subcontractors, and Agents.**

7.4.1 **Subcontractors.** The Contractor will not subcontract any work under the Term Contract without prior written consent of the Department. The Contractor shall obtain prior written consent using the process identified on the Department's website: Subcontractor/Dealer/Reseller Forms / Vendor Resources / State Purchasing / Business Operations - Florida Department of Management Services (myflorida.com). The use of the term "subcontractor" may refer to affiliates, resellers, dealers, distributors, partners, teammates, and all other third parties utilized by the Contractor at any tier under the Term Contract. The Contractor is responsible for ensuring that its subcontractors providing commodities and performing services in furtherance of the Term Contract do so in compliance with the terms and conditions of the Term Contract. By execution of the Term Contract, the Contractor acknowledges that it will not be released of its contractual obligations to Customers because of any failure of a subcontractor. The Contractor is fully responsible for satisfactory completion of all work performed under the Term Contract. The Contractor's use of a subcontractor not approved by the Department will be considered a material breach of the Term Contract.

7.4.2 **Independent Contractor.** The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Department or the State and are not entitled to the benefits of Department or State employees. Neither the Customer nor the State will be bound by any acts or conduct of the Contractor or its employees, subcontractors, or agents. The Contractor shall include this provision in all of its subcontracts under the Term Contract.

7.5 **Force Majeure, Notice of Delay, and No Damages for Delay.** The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees, subcontractors, or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, lightning strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect suppliers if no alternate source of supply is available to the Contractor.

In case of any delay the Contractor believes is excusable, the Contractor shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either (i) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result; or (ii) if a delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING WILL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO ANY DELAY except if such delay is caused by the fraud, bad faith, or active interference of the Department. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy, and a rebuttable presumption of prejudice will exist based on

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Contractor's untimely notice. The Contractor shall not assert any claim for damages related to such delay. The Contractor will not be entitled to an increase in the Term Contract price or payment of any kind from the Department for direct, indirect, consequential, impact, or other costs, expenses, or damages, including costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

If performance is suspended or delayed, in whole or in part, due to any of the causes described in this subsection, the Department may unilaterally (and with no recourse on the part of the Contractor) identify and use an alternate source to complete any work under the Term Contract as the Department deems necessary, in its sole discretion. After the causes have ceased to exist, the Contractor shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the Department or State, in which case the Department may (i) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Department with respect to Products subjected to allocation; or (ii) terminate the Term Contract in whole or in part.

SECTION 8. CONTRACT MANAGEMENT

8.1 Department's Contract Manager. The Department's Contract Manager for the Term Contract, who is primarily responsible for the Department's oversight of the Term Contract, will be identified in a separate writing to the Contractor upon Term Contract signing in the following format:

Department's Contract Manager Name
Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

8.2 Contractor's Contract Manager. The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Term Contract performance, will be identified in a separate writing to the Department upon Term Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

Either party may notify the other by email of a change to a designated contact providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Term Contract.

SECTION 9. COMPLIANCE WITH LAWS.

9.1 Conduct of Business. The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business and that are applicable to the Term Contract, including those of federal, state, and local agencies having jurisdiction and authority, and shall ensure that any and all subcontractors utilized do the same. The Contractor represents and warrants that no part of the funding under the Term Contract will be used in violation of any state or federal law, including, but not limited to, 8

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U.S.C. § 1324 or 8 U.S.C. § 1325, or to aid or abet another in violating state or federal law. The Department may terminate the Term Contract at any time if the Contractor violates, or aids or abets another in violating, any state or federal law.

If the requirements of the Term Contract conflict with any governing law, codes or regulations, the Contractor shall notify the Department in writing and the parties shall amend the Term Contract to comply with the applicable code or regulation. Similarly, if the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the Products offered under the Term Contract, the Contractor shall immediately notify the Department in writing, indicating the specific restriction. The Department reserves the right and the complete discretion to accept any such alteration or to cancel the Term Contract at no further expense to the Department.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a Customer's continuing oversight team for purchases off this Term Contract.

9.2 Integrity. In addition to any applicable statutory restrictions, the Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (i) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (ii) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (ii), "gratuity" means any payment in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

SECTION 10. DISPUTES AND LIABILITIES.

10.1 Dispute Resolution. Should any disputes arise between the Department and the Contractor with respect to the Term Contract, the Contractor and the Department shall act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.

Exhaustion of this administrative remedy detailed in the Dispute Resolution Process contemplated in this Term Contract is an absolute condition precedent to the Contractor's ability to seek other remedies related to the Term Contract.

10.2 Dispute Resolution Process.

(a) Department Review. The parties shall resolve disputes through written submission of their dispute to the Department's Contract Manager. The Department shall respond to the dispute in writing within ten (10) Business Days from the date that the Department's Contract Manager receives the dispute. The Department's decision shall be final unless a party provides the other party with written notice of the party's disagreement with the decision within ten (10) Business Days from the date of the Department's decision. If a party disagrees with the Department's decision, the party may proceed to subsection (b) below.

(b) Meeting between the Principals. If either party disagrees with the Department's decision, such disagreeing party shall notify the other party of the disagreement within ten (10) Business Days. The parties shall then schedule a meeting between each party's principal (for the Department, the Department head or designee; for the Contractor, the Chief Executive Officer or designee) on a mutually agreed upon date, no later than ten (10)

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Business Days after the provision of the notice. The principals shall attempt to mutually resolve the disagreement at such meeting.

(c) Mediation. If the dispute is not resolved through a meeting of the Principals, the parties, upon mutual agreement, may mediate such dispute. If such mediation is not completed within 100 calendar days from receipt of the Department's decision, then either party may seek other remedies.

If the dispute is not resolved through the full process in subsections (a) - (c) above (or (a) – (b), if mediation is not agreed to), either party may pursue any other remedies.

10.3 Contractor's Obligation to Perform While Disputes are Pending. The Contractor shall proceed diligently with performance under the Term Contract pending the final resolution of any dispute or request for relief, claim, appeal, or action arising under the Term Contract and shall comply with directions to perform from the Department. Should the Contractor not perform while a dispute is pending, including by not performing disputed work, such nonperformance by the Contractor may be deemed to be an unexcused breach of the Term Contract which is separate and apart from any other dispute.

10.4 Governing Law and Venue. The Term Contract will be governed by, and construed in accordance with, the laws of the State. Jurisdiction and venue for suit arising under the terms of the Term Contract will exclusively be in the appropriate State court located in Leon County, Florida. Except as otherwise provided by law, the parties agree to be responsible for their own attorney's fees and costs incurred in connection with disputes arising under the terms of the Term Contract.

10.5 Remedies Cumulative. No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy will be cumulative, and will be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

10.6 JURY WAIVER. THE PARTIES, ON BEHALF OF THEMSELVES AND ASSIGNS, WAIVE ALL RIGHT TO TRIAL BY JURY FOR ANY ACTION, APPEAL, CLAIM, OR PROCEEDING, WHETHER IN LAW IN OR IN EQUITY, WHICH IN ANY WAY ARISES OUT OF OR RELATES TO THE TERM CONTRACT OR ITS SUBJECT MATTER.

10.7 Indemnification. For any and all third-party claims, actions, demands, liabilities, and expenses of any kind which are caused by, related to, growing out of or happening in connection with the Term Contract (including any determination arising out of or related to the Term Contract that the Contractor or its employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Department or State), the Contractor shall be fully liable for the actions of its employees, subcontractors, and agents and shall fully indemnify, defend, and hold harmless the Department and the State (including each of their current and former officers, agents, and employees) for any and all loss, damage, injury, costs, reasonable expenses, or other casualty to person or property. Without limiting this indemnification requirement, the Department may provide the Contractor (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at the Contractor's sole expense, and (iii) assistance in defending the action at the Contractor's sole expense. The above indemnity requirement does not apply to that portion of any loss or damages proximately caused by the negligent act or omission of the Department or the State. Nothing herein is intended to act as a waiver of the Department's or State's sovereign immunity or to be deemed consent by the Department or State or its

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subdivisions to suit by third parties.

SECTION 11. MISCELLANEOUS.

11.1 **Department of State Registration.** Consistent with Title XXXVI, F.S., if the Contractor asserts status other than that of a sole proprietor, it must provide the Department with i) conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity; ii) a certificate of authorization if a foreign business entity; or iii) if exempt from the registration requirements, a basis for such exemption.

11.2 **Time is of the Essence.** Time is of the essence regarding every obligation of the Contractor under the Term Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

11.3 **Cooperative Purchasing.** Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by the Contractor. Such purchases are independent of the Term Contract between the Department and the Contractor, and the Department is not a party to these transactions.

SECTION 12. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

12.1 **General Record Management and Retention.** The Contractor shall retain all records that were made in relation to the Term Contract for the longer of five (5) years after expiration of the Term Contract or the period required by the General Records Schedules maintained by the Florida Department of State available at: https://dos.fl.gov/library-archives/records-management/general-records-schedules/.

12.2 **Identification and Protection of Confidential Information.** Article 1, section 24, of the Florida Constitution, guarantees every person access to public records, and section 119.011, F.S., provides a broad definition of "public record." As such, records submitted to the Department (or any other State agency) are public records and are subject to disclosure unless exempt from disclosure by law. If the Contractor considers any portion of a record it provides to the Department (or any other State agency) to be trade secret or otherwise confidential or exempt from disclosure under Florida or federal law ("Confidential Information"), the Contractor shall mark as "confidential" each page of a document or specific portion of a document containing Confidential Information and simultaneously provide the Department (or other State agency) with a separate, redacted copy of the record. The Contractor shall state the basis of the exemption that the Contractor contends is applicable to each portion of the record redacted, including the specific statutory citation for such exemption. The Contractor shall only redact portions of records that it claims contains Confidential Information. If the Contractor fails to mark a record it claims contains Confidential Information as "confidential," or fails to submit a redacted copy in accordance with this section of a record it claims contains Confidential Information, the Department (or other State agency) shall have no liability for release of such record. The foregoing will apply to every instance in which the Contractor fails to both mark a record "confidential" and redact it in accordance with this section, regardless of whether the Contractor may have properly marked and redacted the same or similar Confidential Information in another instance or record submitted to the Department (or any other State agency).

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In the event of a public records request, to which records the Contractor marked as "confidential" are responsive to the request, the Department shall provide the Contractor-redacted copy to the requestor. If the Contractor has marked a record as "confidential" but failed to provide a Contractor-redacted copy to the Department, the Customer may notify the Contractor of the request and the Contractor may have up to ten (10) Business Days from the date of the notice to provide a Contractor-redacted copy, or else the Department may release the unredacted record to the requestor without liability. If the Department provides a Contractor- redacted copy of the documents and the requestor asserts a right to the Contractor-redacted Confidential Information, the Department shall promptly notify the Contractor such an assertion has been made. The notice will provide that if the Contractor seeks to protect the Contractor-redacted Confidential Information from release it must, within thirty (30) days after the date of the notice and at its own expense, file a cause of action seeking a declaratory judgment that the information in question is exempt from section 119.07(1), F.S., or other applicable law and an order prohibiting the Department from publicly disclosing the information. The Contractor shall provide written notice to the Department of any cause of action filed. If the Contractor fails to file a cause of action within thirty (30) days the Department may release the unredacted copy of the record to the requestor without liability.

If the Department is requested or compelled in any legal proceeding to disclose documents that are marked as "confidential" (whether by oral questions, interrogatories, requests for information or documents, subpoena, or similar process), unless otherwise prohibited by law, the Department shall give the Contractor prompt written notice of the demand or request prior to disclosing any Confidential Information to allow the Contractor to seek a protective order or other appropriate relief at the Contractor's sole discretion and expense. If the Contractor fails to take appropriate and timely action to protect the Confidential Information contained within documents it has marked as "confidential" or fails to provide a redacted copy that may be disclosed, the Department may provide the unredacted records in response to the demand without liability.

The Contractor shall protect, defend, and indemnify the Department for all claims, costs, fines, settlement fees, and attorneys' fees, at both the trial and appellate levels, arising from or relating to the Contractor's determination that its records contain Confidential Information. In the event of a third-party claim brought against the Department for failure to release the Contractor's redacted Confidential Information, the Contractor shall assume, at its sole expense, the defense or settlement of such claim, including attorney's fees and costs at both the trial and appellate levels. If the Contractor fails to continuously undertake the defense or settlement of such claim or if the Contractor and Department mutually agree that the Department is best suited to undertake the defense or settlement, the Department will have the right, but not the obligation, to undertake the defense or settlement of such claim, at its discretion. The Contractor shall be bound by any defense or settlement the Department may make as to such claim, and the Contractor agrees to reimburse the Department for the expense, including reasonable attorney's fees and costs at both the trial and appellate levels associated with any defense or settlement that the Department may undertake to defend Contractor's Confidential Information. The Department will also be entitled to join the Contractor in any third-party claim for the purpose of enforcing any right of indemnity under this section.

If at any point the Department is reasonably advised by its counsel that disclosure of the

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Confidential Information is required by law, including but not limited to Florida's public records laws, the Department may disclose such Confidential Information without liability hereunder.

12.3 **Public Records Requirements Pursuant to Section 119.0701, F.S.** Solely for the purpose of this section, the Department's Contract Manager is the agency custodian of public records. If, under the Term Contract, the Contractor is providing services and is acting on behalf of the public agency, as provided in section 119.0701, F.S., the Contractor shall:

i. Keep and maintain public records required by the Department to perform the service.

ii. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Term Contract term and following the completion of the Term Contract if the Contractor does not transfer the records to the Department.

iv. Upon completion of the Term Contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Term Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

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 TERM CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

12.4 **Advertising.** Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Term Contract without prior written approval from the Department, including mentioning the Term Contract in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Contractor's name and either a description of the Term Contract or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a party to the Term Contract, except potential or actual Customers or authorized distributors, dealers, resellers, or service representatives.

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12.5 Intellectual Property.

12.5.1 **Ownership.** Unless specifically addressed otherwise in the Customer's contract, the State of Florida shall be the owner of all intellectual property rights to all new property created or developed in connection with the Customer's contract. This shall not apply to intellectual property developed prior to the execution of the Term Contract.

12.5.2 **Patentable Inventions or Discoveries.** Any inventions or discoveries developed in the course, or as a result, of services in connection with the Customer's contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer and the Department of any inventions or discoveries developed or made through performance of the Customer's contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Customer's contract. This shall not apply to any invention or discovery made prior to the execution of the Term Contract.

12.5.3 **Copyrightable Works.** Contractor must notify the Customer and the Department of any publications, artwork, or other copyrightable works developed in connection with the Customer's contract. All copyrights created or developed through performance of the Customer's contract are owned solely by the State of Florida. This shall not apply to any copyrightable works created or developed prior to the execution of the Term Contract.

SECTION 13. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. "State of Florida data" means data collected by, transmitted from, created for, or provided by the Department or the Customer. The Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a Security Incident involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day of becoming aware of the Security Incident. "Security Incident" for purposes of this section will refer to an actual or imminent threat of a violation of information technology resources, security, policies, or practices, unauthorized access of State of Florida data, or occurrences that compromise the confidentiality, integrity, or availability of State of Florida data. An imminent threat refers to a situation in which the Contractor has a factual basis for believing that a specific incident is about to occur. Once a data breach has been contained, the Contractor must provide the Department and the Customer with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other current state and federal rules and regulations regarding security of information.

SECTION 14. CONTRACT MONITORING.

14.1 Performance Standards. The Contractor agrees to perform all tasks and provide deliverables as set forth in the Term Contract. The Customer will be entitled at all times,

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upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

14.2 **Contract Reporting.** The Contractor shall provide the Department the following accurate and complete reports associated with this Term Contract.

14.2.1 **Term Contract Quarterly Sales Reports.** The Contractor shall submit Quarterly Sales Reports in the manner and format required by the Department within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

The Quarterly Sales Report template can be found here: Quarterly Sales Report Format / Vendor Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS (myflorida.com). Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Contractor may be placed on probationary status, or the Department may terminate the Term Contract. Failure to provide the Quarterly Sales Report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Term Contract.

14.2.2 **Certified and Minority Business Enterprises Reports.** Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Vendor Identification Information of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.

14.2.3 **Ad Hoc Sales Reports.** The Department may require additional Term Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.

14.2.4 **MFMP Transaction Fee Reports.** The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at https://www.dms.myflorida.com/business_operations/state_/myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting. Assistance with transaction fee reporting is also available by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

14.3 **Business Review Meetings.** Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:

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- Term Contract or Customer contract compliance
- Term Contract savings (in dollar amount and cost avoidance)
- Spend reports by Customer
- Recommendations for improved compliance and performance

14.4 Performance Deficiencies.

14.4.1 **Proposal of a Corrective Action Plan.** In addition to the processes set forth in the Term Contract (e.g., service level agreements), if the Customer or the Department determines that there is a performance deficiency that requires correction by the Contractor, then the Customer or the Department will notify the Contractor. The correction must be made within a timeframe specified by the Customer or the Department. The Contractor must provide the Customer or the Department with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Customer or the Department.

14.4.2 **Retainage for Unacceptable Corrective Action Plan or Plan Failure.** For Customer-requested Corrective Action Plans, if the corrective action plan is unacceptable to the Customer, or implementation of the plan fails to remedy the performance deficiencies, the Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Customer for the performance deficiencies.

14.5 Inspection.

14.5.1 **Inspection at Contractor's Site.** The Department reserves the right to inspect, or enlist a third-party to perform, at any reasonable time with prior notice, the equipment, product, plant or other facilities of the Contractor to assess conformity with Term Contract requirements and to determine whether they are adequate and suitable for proper and effective Term Contract performance.

14.5.2 **Statutory Inspection Rights.** If services are to be provided pursuant to the Term Contract, in accordance with section 216.1366, F.S., the Department is authorized to inspect the: (i) financial records, papers, and documents of the Contractor that are directly related to the performance of the Term Contract or the expenditure of State funds; and (ii) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Term Contract or to ensure that the terms of the Term Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) Business Days after the request is made.

Further, for any Term Contract for services with a nonprofit organization as defined in section 215.97(2)(m), F.S., the Contractor must provide documentation that indicates the amount of state funds:

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1. Allocated to be used during the full term of the Term Contract for remuneration to any member of the board of directors or an officer of the contractor; and
2. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor.

The documentation must indicate the amounts and recipients of the remuneration.

14.5.3 **Inspection Compliance.** The Contractor understands its, and its subcontractors (if any), duty, pursuant to section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Department's Inspector General, or other authorized State official, the Contractor shall provide any type of information the State official deems relevant to the Contractor's integrity or responsibility. Such information may include the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Term Contract. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of the Term Contract or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs will include salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

SECTION 15. PERFORMANCE OR COMPLIANCE AUDITS.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Term Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Term Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Term Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Term Contract.

SECTION 16. CONFIDENTIALITY.

The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its employees, subcontractors, or agents in the course of performing Term Contract work, including security procedures, business operations information, or commercial proprietary information in the possession of the Customer or State. The Contractor will not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the Customer's or State's confidential information, or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, the Contractor shall take appropriate steps as to its employees, subcontractors, and agents.

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SECTION 17. SUPPLIER DEVELOPMENT.

17.1 **Office of Supplier Development.** The State of Florida supports its business community by creating opportunities for business enterprises to participate in procurements and contracts. The Department encourages supplier development through certain certifications and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Development (OSD) at OSDHelp@dms.fl.gov.

17.2 **Reporting Certified Business Enterprises.** Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and vendor identification information of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Term Contract.

PUR 2024

Part A: Use of Coercion for Labor and Services

Pursuant to section 787.06(13), Florida Statutes, this portion of the form **must be completed by an officer or representative of the nongovernmental entity** executing, renewing, or extending a contract with a governmental entity.

Dell Marketing LP does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Entity Name: Dell Marketing LP

Representative/Officer's Printed Name: Shelley Morris

Representative/Officer's Title: HR Compliance

Signature: Shelley Morris Date: 05/15/2025

Part B: Provision of Commodities Produced by Forced Labor

Pursuant to section 287.1346(4)(b), Florida Statutes, this portion of the form **must be completed by a member of the company's senior management, as defined in section 287.1346, F.S.,** when the company submits a response to a solicitation for the provision of commodities and before the company enters into or renews a contract for the provision of commodities.

I certify that to the best of my knowledge, the commodities Dell Marketing LP is offering to the Department have not been produced, in whole or in part, by forced labor.

Entity Name: Dell Marketing LP

Senior Management's Printed Name: Shelley Morris

Senior Management member's Title: HR Compliance

Signature: Shelley Morris Date: 05/15/2025

To the best of my knowledge and Belief.

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Alternate Contract Source (ACS)
No. 43210000-23-NASPO-ACS
For
Computer Equipment, Peripherals, and Related Services

This Alternate Contract Source No. 43210000-23-NASPO-ACS Computer Equipment, Peripherals, and Related Services (Contract), is between the Department of Management Services (Department), an agency of the State of Florida (State), located at 4050 Esplanade Way, Tallahassee, FL 32399 and Dell Marketing L.P. (Contractor), located at One Dell Way, Round Rock, TX 78682, collectively referred to herein as the "Parties."

WHEREAS, the Department is authorized by section 287.042(16), Florida Statutes:

To evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined by the Secretary of Management Services in writing to be cost-effective and the best value to the state, to enter into a written agreement authorizing an agency to make purchases under such contract;

WHEREAS, the State of Minnesota (Lead State), competitively procured computer equipment, peripherals, and related services and executed Contract No. 23004, Computer Equipment, Peripherals & Related Services (Master Contract), with the Contractor;

WHEREAS, the Secretary evaluated the Master Contract and determined that use of the Master Contract is cost-effective and the best value to the state.

NOW THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Term and Effective Date.**

   The Master Contract became effective July 1, 2023, and its term currently ends on June 30, 2025. The Master Contract has three years of renewals available, in increments as determined by the Lead State. The Contract will become effective on February 1, 2024 or on the date signed by all Parties, whichever is later. The Contract will expire on June 30, 2025, unless terminated earlier or renewed in accordance with Exhibit B, Special Contract Conditions.

2. **Order of Precedence.**

   This Contract document and the attached exhibits constitute the Contract and the entire understanding of the Parties. Exhibits A, B, and C, and this Contract document constitute the Participating Addendum to the Master Contract and modify or supplement the terms and conditions of the Master Contract. All exhibits listed below are incorporated by reference into, and form part of, this Contract. In the event of a conflict, the following order of precedence shall apply:

   a) This Contract document
   b) Exhibit A: Additional Special Contract Conditions
   c) Exhibit B: Special Contract Conditions
   d) Exhibit C: Price Schedule

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e) Exhibit D: Master Contract (including any amendments made prior to the effective date of this Contract and any subsequent amendments added to this Contract in accordance with the Modifications Section listed below)

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Contract, such citation or reference shall be replaced by the comparable Florida law or regulation.

3. Scope

This Contract includes the entire scope of the products and services available through the Master Contract. The Contractor is authorized through the Master Contract to sell desktops, laptops, tablets, ruggedized devices, and other commodities related to computer equipment purchases in product Band 1 – Personal Computer Devices – Windows Operating Systems, product Band 2 – Personal Computer Devices - Non-Windows Operating Systems, and product Band 3 – Servers and Storage.

4. Purchases off this Contract.

Upon execution of this Contract, agencies, as defined in section 287.012, Florida Statutes, may purchase products and services under this Contract. Any entity making a purchase off of this Contract acknowledges and agrees to be bound by the terms and conditions of this Contract. The Customer may include Customer specific terms and conditions and the Contractor reserves the right to accept additional terms and conditions in a separate agreement issued pursuant to this Contract.

5. Primary Contacts.

Department's Contract Manager:
Bradley Beech
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 487- 9847
Email: Bradley.Beech@dms.fl.gov

Contractor's Contract Manager:
Ashley Salinas
Dell Marketing L.P.
One Dell Way, R1-33
Round Rock, TX 78682
512-542-1237
A.Salinas@dell.com

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6. Modifications.

Any amendments to this Contract must be in writing and signed by the Parties. If amendments are made to the Master Contract after the effective date of this Contract, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into this Contract, enter into a written amendment with the Department reflecting the addition of such amendments to this Contract.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized undersigned officials.

DELL MARKETING L.P.

DocuSigned by:
Katherine Castillo
1F52A1A3BB384...

Katherine Castillo, Paralegal Supervisor

1/17/2024 | 4:05 PM EST
Date:

DEPARTMENT OF MANAGEMENT SERVICES

DocuSigned by:
Pedro Allende
C9471392D499485...

Pedro Allende, Secretary

1/23/2024 | 2:05 PM EST
Date:

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

EXHIBIT A

ADDITIONAL SPECIAL CONTRACT CONDITIONS

The Contractor and agencies, as defined in section 287.012, Florida Statutes acknowledge and agree to be bound by the terms and conditions of the Master Contract except as otherwise specified in the Contract, which includes the Special Contract Conditions and these Additional Special Contract Conditions.

A. Orders: Contractor must be able to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders at the time of order placement. The use of a State of Florida Purchasing Card is not permitted for payment of invoices issued by the Contractor.

B. Contractor and Subcontractors, Affiliates, Partners, Resellers, Distributors, and Dealers: By execution of a Contract, the Contractor acknowledges that it will not be released of its contractual obligations to the Department or state agencies because of any failure of an affiliate, partner, subcontractor, reseller, distributor, or dealer. The Contractor is responsible for ensuring that its affiliates, partners, subcontractors, resellers, distributors, and dealers providing commodities and performing services in furtherance of the Contract do so in compliance with the terms and conditions of the Contract. The Contractor is fully responsible for satisfactory completion of all work performed under the Contract.

C. Preferred Pricing: This section intentionally left blank.

D. Purchases Prerequisites: Contractor must ensure that entities receiving payment directly from Customers under this Contract must have met the following requirements:
   - Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
   - Be registered in the MFMP Vendor Information Portal (https://vendor.myfloridamarketplace.com).
   - Have a current W-9 filed with the Florida Department of Financial Services (https://flvendor.myfloridacfo.com)

E. Punchout Catalog and Electronic Invoicing.
   The Contractor is encouraged to provide a MFMP punchout catalog. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products awarded under the Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

   Through utilization of the punchout catalog model, a Florida buyer will "punch out" to a

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supplier's website. Using the search tools on the supplier's Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier's punchout catalog site and the shopping cart (full of Products) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products are "brought back" to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding/editing the Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:

1) EDI (Electronic Data Interchange)
This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.

2) PO Flip via AN
This online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

The Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

F. Contract Reporting: The Contractor shall provide the Department the following accurate and complete reports associated with this Contract.

1) Contract Quarterly Sales Reports. The Contractor shall submit Quarterly Sales Reports in the manner and format required by the Department within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

The Quarterly Sales Report template can be found here: Quarterly Sales Report Format / Vendor Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS (myflorida.com). Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Contractor may be placed on probationary status, or the Department may terminate the Contract. Failure to provide the Quarterly

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Sales Report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Contract.

2) Certified and Minority Business Enterprises Reports. This section intentionally left blank.

3) Ad Hoc Sales Reports. The Department may require additional Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format agreed upon between the Contractor and the Department and within the timeframe specified by the Department.

4) MFMP Transaction Fee Reports. The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at https://www.dms.myflorida.com/business_operations/state_/myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting. Assistance with transaction fee reporting is also available by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

G. Financial Consequences: The Department reserves the right to impose financial consequences when the Contractor fails to comply with the requirements of the Contract. The following financial consequences will apply for the Contractor's non-performance under the Contract. The Customer and the Contractor may agree to add additional Financial Consequences on an as-needed basis beyond those stated herein to apply to that Customer's resultant contract or purchase order. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Contract termination or nonrenewal, when the Contractor has failed to comply with the provisions of the Contract. The Contractor and the Department agree that financial consequences for non-performance are an estimate of damages which are difficult to ascertain and are not penalties.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Contract performance and every month or quarter, respectively, thereafter.

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Financial Consequences Chart

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance /Not Received by the Contract Manager
Contractor will timely submit complete Quarterly Sales Reports	All Quarterly Sales Reports will be submitted timely with the required information	Completed reports are due on or before the 30th calendar day after the close of each State fiscal quarter	$250 per day late
Contractor will timely submit complete MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Completed reports are due on or before the 15th calendar day after the end of each month	$100 per day late

No favorable action will be considered when Contractor has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that is required under this Contract.

H. Business Review Meetings: Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:

a. Contract compliance
b. Contract savings (in dollar amount and cost avoidance)
c. Spend reports by Customer
d. Recommendations for improved compliance and performance

Special Contract Conditions revisions: the corresponding subsections of the Special Contract Conditions referenced below are replaced in their entirety with the following:

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(14), F.S.

3.4 Purchase Order.
A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery

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will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(24), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), or as may otherwise be established by law, which the vendor shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to subsection 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or submission of required reporting of transactions shall constitute grounds for declaring the Vendor in default.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.

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The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.
In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

5.5 Scrutinized Companies - Termination by the Department.
The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State’s Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General

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and retain records on any subcontractors used to provide goods or services under the Contract.

6.10 Cooperative Purchasing.
Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(6), F.A.C.

7.5 Indemnification.
To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all third party claims resulting in fines, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.
For all claims against the Contractor under any Customer purchase order, and regardless of the basis on which the claim is made, the Contractor's liability for direct damages under the Contract will be limited to the greater of $200,000 or two times the charges for Products or Services rendered by the Contractor under the Customer order. This limitation will not apply to any claim arising under an indemnity provision of the Contract or any provision of the Contract relating to insurance required to be provided by the Contractor.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party will be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. No party will be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

For damages other than those excluded in the preceding paragraph, the Customer's liability is limited to: 1) if the damage is the Customer's failure to pay amounts due to the Contractor for Products received and accepted by the Customer pursuant to the Contract, then only the

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amount due for such Products and any interest owed under section 215.422, F.S.; or 2) in the event the damage is not related to the Customer's failure to comply with the payment provisions of the Contract, to the maximum of the limited waiver of sovereign immunity provided for in section 768.28, F.S.

8.1.1 Termination of Contract.
The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

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 DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.

(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
8.4 Intellectual Property.

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8.4.1 Ownership.
Subject to Section 8.4.4, unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed specifically and uniquely within the scope of a Statement of Work for services in connection with the Contract ("Services Deliverables"). For clarity, Service Deliverables shall exclude Contractor Intellectual Property.

8.4.2 Patentable Inventions or Discoveries.
Any inventions or discoveries developed in the course, or as a result, of developing Service Deliverables in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract as part of developing Service Deliverables, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract as part of developing Service Deliverables.

8.4.3 Copyrightable Works.
Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed as part of developing Service Deliverables in connection with the Contract. All copyrights created or developed through performance of the Contract as part of developing Service Deliverables are owned solely by the State of Florida.

8.4.4 Contractor Materials.
Contractor shall exclusively own and retain all right, title, and interest in and to (a) all background knowledge, pre-existing work, and other intellectual property authored, invented, developed, prepared, created, reduced to practice, or otherwise owned or controlled by Contractor prior to or outside the scope of this Contract, (b) any modifications, enhancements, and improvements to Contractor Background Intellectual Property (IP); and (c) Contractor's generalized ideas, concepts, know-how, techniques methodologies, user manuals, processes, technologies, algorithms, software development tools, reusable reports, scripts, designs, charts, plans, specifications, documentation, forms, templates or output that are used by the Contractor generally in business ("Contractor IP") and not related to this Contract.

SECTION 9. DATA SECURITY.
The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. If a Customer requires Dell to access their data in order to provide services, the permission and specific services requiring the access must be agreed to by the execution of a Statement of Work. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all applicable HIPAA requirements and any other state and federal rules and regulations regarding security of information.

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11.4 Force Majeure, Notice of Delay, and No Damages for Delay.
The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. If such delay or failure lasts longer than 30 days, then the other party may immediately terminate, in whole or in part, the relevant Purchase Order by giving written notice to the delayed party. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

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13.2 E-Verify.

The Contractor and its subcontractors shall register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor in accordance with section 448.095, F.S. The Contractor shall obtain an affidavit from its subcontractors in accordance with paragraph (5)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract.

Special Contract Conditions additions: the following subsection is added to the Special Contract Conditions:

12.3 Document Inspection.

In accordance with section 216.1366, F.S., the Department or a state agency is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department or state agency determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department or a state agency within 10 Business Days after the request is made.

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EXHIBIT B

SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

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SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.
The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.
The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.
The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.
The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.
If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

(a) immediately terminate the Contract;
(b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
(c) take other action deemed appropriate by the Department.

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SECTION 3. PAYMENT AND FEES.

3.1 Pricing.
The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.
The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. This section intentionally left blank.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.
The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.
A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.
Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

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3.6 Annual Appropriation.
Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.
Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.
Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.
The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.
All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.
The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

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Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.
The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.
The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.
Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.
Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

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AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at https://www.respectofflorida.org.

4.7 PRIDE.
Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at https://www.pride-enterprises.org.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.
Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

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Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.
In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.
The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been 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 in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.
The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

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Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.
The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.
The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.
Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.
When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.
Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.
A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

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6.7 Time is of the Essence.
Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.
The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.
The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.
Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.
The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.
The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

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All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.
Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.
To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.
Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

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The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.
(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information.
If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.
If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.
The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.
The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.
Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.
Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.
Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

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The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.
The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.
In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.
The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.
The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

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SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.
The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.
In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.
If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.
The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department’s delay.

11.3.2 Liquidated Damages.
The Contractor acknowledges that delayed performance will damage the DepartmentCustomer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

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The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

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12.2 Payment Audit.
Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.
The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.
The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is https://www.uscis.gov/e-verify. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.
If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

(a) Computer related crimes;
(b) Information technology crimes;

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(c) Fraudulent practices;
(d) False pretenses;
(e) Frauds;
(f) Credit card crimes;
(g) Forgery;
(h) Counterfeiting;
(i) Violations involving checks or drafts;
(j) Misuse of medical or personnel records; and
(k) Felony theft.

13.4 Confidentiality.
The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

CITY OF SEBASTIAN

BOARD OF ADJUSTMENT STAFF REPORT

DATE	January 28, 2026
TO	Honorable Mayor and City Council
THRU	Brian Benton, City Manager
FROM	Dorri Bosworth, Community Development Manager
SUBJECT	Consideration of an Appeal Request – APPELLANTS: William & Todd Brognano PROPERTY: 45 Ashbury Boulevard, Sebastian, Florida REQUEST: To reverse a final decision by the Planning and Zoning Commission made at its December 18th 2025, meeting denying a site plan application, conditional use permit, and Riverfront Overlay District waiver request regarding development of a 3.8-acre outdoor boat & RV storage facility

EXECUTIVE SUMMARY

On December 18th, 2025, the Planning and Zoning Commission held a quasi-judicial public hearing to consider a site plan application, conditional use permit and waiver request from property owners William and Todd Brognano, to develop a 3.8-acre outdoor boat and RV storage facility. After considering the plans, data, information, required conditional use criteria, and public input, the Commission denied the application by a vote of 5-2 determining that the storage facility use was not "designed, located, and proposed to be operated so that the public health, safety and welfare" would be protected. An appeal request was filed with city staff on December 19th, 2025, in accordance with the Land Development Code's time required to file an appeal.

LDC Section 54-1-2.4(g)(4) outlines the scope of review by the City Council for this appeal as follows: "In reviewing an appeal of a final order or a decision of the Planning and Zoning Commission, the City Council shall be limited to review of the testimony, documents, plans, papers or other materials constituting the record upon which the action was taken. The city council may, upon appeal, reverse or affirm wholly or partly, or modify the order, requirement, decision, or determination made by the Planning and Zoning Commission and may make any necessary further order, requirements, decisions or determinations respecting the subject of the appeal and, to that end, shall have all the powers of the Planning and Zoning Commission respecting such matter. The concurring vote of no less than four members of the City Council shall be necessary to reverse or modify any order, requirement, decision or determination of the Planning and Zoning Commission."

City Council has been given the minutes of the hearing, and the exact documents, plans, papers and materials reviewed the Planning and Zoning Commission in accordance with the LDC.

RECOMMENDATION

Conduct a quasi-judicial public hearing to consider the appeal request, and after considering the record, make a motion to reverse, uphold, or modify the Planning and Zoning Commission's decision.

ATTACHMENTS:

1. Letter of Appeal Request from Appellants with Attachments
2. Appeal Application
3. Minutes of the 12-18-25 PZ Commission Site Plan Hearing
4. 12-18-25 PZ Agenda Packet for the Ameron RV & Boat Storage Facility Site Plan

FUNDING SOURCE:

Expenditure required	Amount Budgeted:	Funding source
N/A	N/A	N/A

Additional Funds Needed: $ 0.00

DILL, EVANS & RHODEBACK
— ATTORNEYS AT LAW —

Warren W. Dill, Esq.
also admitted in WY
D. Johnathan Rhodeback, Esq.
also admitted in NY
Raul A. Perez, Esq.
LLM Master of Law- Taxation
Mark W. Packard, Esq.
also admitted in NJ
Kenya L. Matthews, Esq.

LOCAL GOVERNMENTS • COMMUNITY ASSOCIATIONS • BUSINESSES
REAL ESTATE • CIVIL LITIGATION • ELDER LAW

December 19, 2025

VIA ELECTRONIC MAIL: ABernard@cityofsebastian.org

Alix Bernard, Community Development Director
City of Sebastian, FL
1225 Main Street
Sebastian, FL 32958

NOTICE OF APPEAL TO CITY COUNCIL

Re: Ameron Boat & RV Storage – 45 Ashbury Boulevard
Schulke, Bittle & Stoddard Project #18-143

Dear Ms. Bernard:

Please accept this letter as my clients' formal request to appeal the Planning and Zoning Commission's denial of my clients' (1) conditional use application, (2) site plan application, and (3) waiver request for the above-referenced project. Pursuant to Section 54-1-2.4(g) of the City's Land Development Code, enclosed please find the agenda packet containing the documents, plans, and papers reviewed and considered by the Planning and Zoning Commission. The testimony and arguments made at the meeting can be viewed at https://www.youtube.com/watch?v=zqvmJHR409w. If the City prefers a different format for these submittals, please let me know.

Respectfully, the Planning and Zoning Commission's denial was not supported by competent, substantial evidence rendering it improper under Florida law. *See* Section 286.0115(c), Florida Statutes; *Orange County v. Butler*, 877 So.2d 810 (Fla. 5th DCA 2004). Quasi-judicial decisions, unlike legislative decisions, apply existing criteria – such as the conditional use factors set forth in the Land Development Code – to a specific set of facts. The Commissioner who made the motion for denial stated that he wanted to deny the project, but was unable to articulate a reason to do so. He therefore sought

assistance from another Commissioner, the Interim City Attorney, and the Planning Manager to formulate a basis for denial. Ultimately, the Planning and Zoning Commission denied the project because it was not "so designed, located, and proposed to be operated so that the public health, safety and welfare will be protected."

From the comments made during deliberations prior to the vote, it appears that that Planning and Zoning Commission reached this conclusion due to layperson opinions regarding increased traffic and a greater risk of vehicular accidents. Candidly, this conclusion is not supported by any analysis performed by a qualified individual and is instead at odds with the expert analysis performed by the project engineer. All competent, substantial evidence submitted to the Planning and Zoning Commission conclusively established that the project would have a de minimis impact on traffic and has been safely designed for vehicular traffic by a qualified engineer. A layperson's belief to the contrary is wholly insufficient to support the conclusion that traffic will increase and the roads will be unsafe. Accordingly, on behalf of my clients, I respectfully request that the City Council reverse the decisions made by the Planning and Zoning Commission and ultimately approve my clients' conditional use application, site plan application, and waiver request.

Pursuant to Section 54-1-2.4(g)(2) of the City's Land Development Code, please have the City Manager place this matter on the City Council's agenda for consideration. If you require anything further, please do not hesitate to ask.

Sincerely,

D. Johnathan Rhodeback, Esq.
DJR/ig

Enclosures: Agenda Packet for Meeting of Planning & Zoning Commission on December 18, 2025

Cc: Dorri Bosworth, Planning Manager, dbosworth@cityofsebastian.org
Brian Benton, City Manager, bbenton@cityofsebastian.org
James Stokes, Interim City Attorney, jstokes@cityofsebastian.org

West's Florida Statutes Annotated
Title XIX. Public Business (Chapters 279-290)
Chapter 286. Public Business: Miscellaneous Provisions (Refs & Annos)

West's F.S.A. § 286.0115

286.0115. Access to local public officials; quasi-judicial proceedings on local government land use matters

Currentness

(1)(a) A county or municipality may adopt an ordinance or resolution removing the presumption of prejudice from ex parte communications with local public officials by establishing a process to disclose ex parte communications with such officials pursuant to this subsection or by adopting an alternative process for such disclosure. However, this subsection does not require a county or municipality to adopt any ordinance or resolution establishing a disclosure process.

(b) As used in this subsection, the term "local public official" means any elected or appointed public official holding a county or municipal office who recommends or takes quasi-judicial action as a member of a board or commission. The term does not include a member of the board or commission of any state agency or authority.

(c) Any person not otherwise prohibited by statute, charter provision, or ordinance may discuss with any local public official the merits of any matter on which action may be taken by any board or commission on which the local public official is a member. If adopted by county or municipal ordinance or resolution, adherence to the following procedures shall remove the presumption of prejudice arising from ex parte communications with local public officials.

1. The substance of any ex parte communication with a local public official which relates to quasi-judicial action pending before the official is not presumed prejudicial to the action if the subject of the communication and the identity of the person, group, or entity with whom the communication took place is disclosed and made a part of the record before final action on the matter.

2. A local public official may read a written communication from any person. However, a written communication that relates to quasi-judicial action pending before a local public official shall not be presumed prejudicial to the action, and such written communication shall be made a part of the record before final action on the matter.

3. Local public officials may conduct investigations and site visits and may receive expert opinions regarding quasi-judicial action pending before them. Such activities shall not be presumed prejudicial to the action if the existence of the investigation, site visit, or expert opinion is made a part of the record before final action on the matter.

4. Disclosure made pursuant to subparagraphs 1., 2., and 3. must be made before or during the public meeting at which a vote is taken on such matters, so that persons who have opinions contrary to those expressed in the ex parte communication are given a reasonable opportunity to refute or respond to the communication. This subsection does not subject local public officials to part III of chapter 112 for not complying with this paragraph.

(2)(a) Notwithstanding the provisions of subsection (1), a county or municipality may adopt an ordinance or resolution establishing the procedures and provisions of this subsection for quasi-judicial proceedings on local government land use matters. The ordinance or resolution shall provide procedures and provisions identical to this subsection. However, this subsection does not require a county or municipality to adopt such an ordinance or resolution.

(b) In a quasi-judicial proceeding on local government land use matters, a person who appears before the decisionmaking body who is not a party or party-intervenor shall be allowed to testify before the decisionmaking body, subject to control by the decisionmaking body, and may be requested to respond to questions from the decisionmaking body, but need not be sworn as a witness, is not required to be subject to cross-examination, and is not required to be qualified as an expert witness. The decisionmaking body shall assign weight and credibility to such testimony as it deems appropriate. A party or party-intervenor in a quasi-judicial proceeding on local government land use matters, upon request by another party or party-intervenor, shall be sworn as a witness, shall be subject to cross-examination by other parties or party-intervenors, and shall be required to be qualified as an expert witness, as appropriate.

(c) In a quasi-judicial proceeding on local government land use matters, a person may not be precluded from communicating directly with a member of the decisionmaking body by application of ex parte communication prohibitions. Disclosure of such communications by a member of the decisionmaking body is not required, and such nondisclosure shall not be presumed prejudicial to the decision of the decisionmaking body. All decisions of the decisionmaking body in a quasi-judicial proceeding on local government land use matters must be supported by substantial, competent evidence in the record pertinent to the proceeding, irrespective of such communications.

(3) This section does not restrict the authority of any board or commission to establish rules or procedures governing public hearings or contacts with local public officials.

Credits

Added by Laws 1995, c. 95-352, § 1, eff. June 17, 1995. Amended by Laws 1996, c. 96-324, § 31, eff. Oct. 1, 1996.

West's F. S. A. § 286.0115, FL ST § 286.0115

Current with laws, joint and concurrent resolutions and memorials in effect from the 2025 Special Session C and through July 1, 2025, of the 2025 first regular session.

End of Document

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877 So.2d 810
District Court of Appeal of Florida, Fifth District.

ORANGE COUNTY, Florida, Petitioner,
v.
Shirley J. BUTLER, Respondent.

No. 5D04-773
|
July 2, 2004.

Synopsis

Background: Landowner petitioned for writ of certiorari from decision of the County Board of Commissioners which found that her property was in violation of county zoning code and ordered her to correct the violation. The Circuit Court, Orange County, acting in its appellate capacity, granted landowner's petition for writ of certiorari and quashed Board's decision. County sought certiorari review.

[Holding:] The District Court of Appeal, Orfinger, J., held that Circuit Court exceeded scope of its review authority when it quashed Board's decision.

Certiorari granted; order quashed.

West Headnotes (3)

[1] **Zoning and Planning**Decisions of boards or officers in general
Zoning and Planning Substantial evidence in general
Zoning and Planning Scope and Extent of Review

The decision by County Board of Commissioners to uphold county board of zoning adjustment's decision that landowner's property was in violation of county zoning code was a quasi-judicial decision, and as a result, the standard of review at the Circuit Court level was limited to whether the Board had provided landowner procedural due process, observed the essential requirements of law, and based its decision on competent substantial evidence, and at the next level, District Court of Appeal's inquiry was limited to whether the Circuit Court provided procedural due process and whether it applied the correct law. U.S.C.A. Const.Amend. 14.

1 Case that cites this headnote

[2] **Zoning and Planning**Weight and sufficiency, equitable relief

Circuit Court exceeded scope of its review authority when it quashed County Board of Commissioners' decision that landowner's property violated county zoning code; record was replete with evidence supporting Board's conclusion that landowner was using her property as junkyard, and Circuit Court focused only on whether there was any substantial evidence supporting county's determination that landowner's use of property to repair race cars as hobby was not a legal, non-conforming use, but in doing so, Circuit Court failed to consider abundant evidence of primary use of property as junkyard, a prohibited activity, irrespective of her ability to use land for racing hobby.

1 Case that cites this headnote

[3] **Municipal, County, and Local Government**Judicial Review or Intervention

A local government's quasi-judicial decision must be upheld if there is any competent, substantial evidence supporting it.

3 Cases that cite this headnote

Attorneys and Law Firms

***811** Thomas B. Drage, Jr., County Attorney, and Vivien J. Monaco, Assistant County Attorney, Orange County Attorney's Office, Orlando, for Petitioner.

Charlie S. Martin of McLeod, McLeod & McLeod, P.A., Apopka, for Respondent.

Opinion

ORFINGER, J.

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Orange County, Florida, seeks certiorari review of a circuit court order granting Shirley J. Butler's petition for writ of certiorari. The circuit court's order quashed a decision of the Orange County Board of Commissioners (Board), which found that Butler's property was in violation of the Orange County Zoning Code, and ordered her to correct the violation. We grant the petition and issue the writ.

This dispute began when the Orange County Code Enforcement Board (CEB) found Butler in violation of sections 38–3 and 38–77 of the Orange County Code (Code), concluding that "creating a junkyard, extensive auto repairs and open/outside storage of junk, auto parts, trash, debris, and tires is not permitted in residentially zoned areas," and requiring her to undertake remediation. In an effort to comply with the CEB order, Butler filed an application for a non-conforming land use, claiming that her property had been utilized "as a hobby shop since 1953 for the purpose of repairing race car vehicles owned by [Butler's] husband and five sons." Orange County's zoning manager denied Butler's request for a non-conforming ***812** use, determining that there was insufficient evidence that the property had been continuously used for racing activities and that the dominant use of the property was for the storage of junk.

Butler appealed the zoning manager's determination to the Orange County Board of Zoning Adjustment (BZA). After a public hearing, the BZA upheld the zoning manager's determination that Butler's property was in violation of Code section 38–77 because the "outdoor/open storage of junk, tires, automobile parts, debris, and other similar waste materials is not a legal non-conforming use for the property." Butler then appealed the BZA decision to the Board, which upheld the BZA's determination that Butler's open storage of junk was not a legal non-conforming use for the property.

Butler then filed a petition for certiorari in the circuit court. Upon consideration, the circuit court, acting in its appellate capacity, granted Butler's petition and quashed the decision of the Board. In doing so, the circuit court focused on Butler's claim that her family's use of the property for their hobby of car racing and repair, constituted a legal non-conforming land use because it had been continuously used in that fashion since before the Orange County Code became effective. The circuit court concluded the record contained no substantial, competent evidence to support Orange County's determination that Butler's use of the property to repair race cars as a hobby was not a legal non-conforming use. However, the circuit court failed to address Orange County's determination that Butler's outdoor storage of junk, tires, automobile parts and other debris is not a legal non-conforming use of the property.

In its petition, Orange County argues that the Board considered competent, substantial evidence supporting its conclusion that Butler's property was being primarily used for the outside storage of junk, tires, automobile parts, debris and other similar waste materials, all pointing to the dominant use of the property as a junkyard. Orange County complains that by focusing only on whether Butler had used the property continuously since 1953 for race car repairs, the circuit court ignored the substantial evidence supporting the determination that Butler was using her property as a junkyard. Orange County contends if Butler was using her property as a junkyard, it was irrelevant that she might be entitled to a legal non-conforming use for her family's hobby involving racing. We agree.

[1] [2] We grant Orange County's petition for certiorari because the circuit court exceeded the scope of its review authority. The decision by the Board to uphold the BZA's decision is a quasi-judicial decision. As a result, the standard of review at the circuit court level was limited to whether the Board had provided Butler procedural due process, observed the essential requirements of law and based its decision on competent substantial evidence. *Haines City Cmty. Dev. v. Heggs,* 658 So.2d 523, 530 (Fla.1995). At the district court level, our inquiry is limited to whether the circuit court provided procedural due process and whether it applied the correct law. *Id.*

In the instant case, the record is replete with evidence supporting the Board's conclusion that Butler was using her property as a junkyard for the "outdoor/open storage of junk, tires, automobile parts, debris and other similar waste materials." The circuit court focused only on whether there was any substantial competent evidence supporting Orange County's determination that Butler's use of the property to repair race cars as a hobby was not a legal, non-conforming use. But in doing so, the circuit ***813** court failed to consider the abundant evidence of Butler's primary use of her property as a junkyard, a prohibited activity, irrespective of her ability to use her land for her family's racing hobby.

[3] As a result, the circuit court departed from the essential requirements of law. A local government's quasi-judicial decision must be upheld if there is *any* competent, substantial evidence supporting it. *Dorian v. Davis,* 874

So.2d 661 (Fla. 5th DCA 2004); *Eckler v. Orange County*, 763 So.2d 545 (Fla. 5th DCA 2000) (holding that a quasi-judicial determination by a local government should be upheld if any valid reason is supported by the record).

As a result, we grant Orange County's petition for writ of certiorari and quash the circuit court's order.

CERTIORARI GRANTED; ORDER QUASHED.

GRIFFIN and MONACO, JJ., concur.

All Citations

877 So.2d 810, 29 Fla. L. Weekly D1561

537 So.2d 1040
District Court of Appeal of Florida,
Fifth District.

FLOWERS BAKING CO., etc., Petitioner,
v.
CITY OF MELBOURNE, Respondent.

No. 88-1391.
|
Jan. 5, 1989.
|
Rehearing Denied Feb. 3, 1989.

Synopsis

Applicant petitioned for writ of certiorari, challenging city council's denial of conditional use permit for gasoline pumps and gasoline sales ancillary to proposed convenience store. The District Court of Appeal, Cowart, J., held that objections of local residents to conditional use permit based on fears as to increased traffic did not constitute substantial, competent evidence required to deny application for permit.

Writ granted.

Sharp, C.J., concurred in result only.

West Headnotes (1)

[1] **Zoning and Planning** Auto service/retail store combinations

Objections of local residents to conditional use permit based on fears as to increased traffic did not constitute substantial, competent evidence required to deny application for conditional use permit for gasoline pumps and gasoline sales ancillary to proposed convenience store.

3 Cases that cite this headnote

Attorneys and Law Firms

*1041 Patricia K. Olney of Spielvogel and Goldman, P.A., Merritt Island, for petitioner.

Andrew A. Graham and Maureen M. Matheson of Reinman, Harrell, Silberhorn & Graham, Melbourne, for respondent.

Opinion

COWART, Judge.

Petitioner applied for a conditional use permit for gasoline pumps and gasoline sales ancillary to a proposed convenience store in the City of Melbourne. Although the applicant agreed to meet the city zoning code's conditional use requirements for service stations, and also agreed to all of the Planning and Zoning Board's stipulations, local residents objected and the city council denied the permit. The applicant's petition to the circuit court for a writ of certiorari was denied.

Once the applicant met the initial burden of showing that his application met the criteria of the city zoning code for granting such a permit, the burden was on the zoning authority to demonstrate, by substantial, competent evidence presented at a public hearing and made part of the record, that petitioner's application did not meet the zoning code requirements and that the requested permit was, in fact, adverse to the public interest. *See Irvine v. Duval County Planning Commission,* 495 So.2d 167 (Fla.1986), *affirming the dissent* of Judge Zehmer in *Irvine v. Duval County Planning Commission,* 466 So.2d 357 at 362 (Fla. 1st DCA 1985). Objections of local residents to the conditional use permit based on fears as to increased traffic do not constitute such substantial, competent evidence. *See BML Investments v. City of Casselberry,* 476 So.2d 713 (Fla. 5th DCA 1985), *rev. denied,* 486 So.2d 595 (Fla.1986).

WRIT GRANTED. REMANDED to the circuit court with instructions to direct the issuance of the conditional use permit.

DAUKSCH, J., concurs.

SHARP, C.J., concurs in result only.

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All Citations

537 So.2d 1040, 14 Fla. L. Weekly 141

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Permit Application No._____

City of Sebastian
Development Order Application

Applicant (If not owner, written authorization (notarized) from owner is required)			
Name:	William Brognano and Todd Brognano		
Address:	PO Box 780874, Sebastian, FL 32978		
Phone Number:	(772) 589 - 1299	FAX Number:	( ) -
E-Mail:	ameronh@aol.com		

Owner (If different from applicant)			
Name:			
Address:			
Phone Number:	( ) -	FAX Number:	( ) -
E-Mail:			

Title of permit or action requested:	Appeal of P&Z's denial of conditional use application, site plan application, and waiver request

PLEASE COMPLETE ONLY THOSE SECTIONS WHICH ARE NECESSARY FOR THE PERMIT OR ACTION THAT YOU ARE REQUESTING. COPIES OF ALL MAPS, SURVEYS, DRAWINGS, ETC. SHALL BE ATTACHED AND 8-1/2" BY 11" COPIES OF ANY ATTACHMENTS SHALL BE INCLUDED. ATTACH THE APPROPRIATE SUPPLEMETAL INFORMATION FORM.

A. Project Name (if applicable):	Ameron Boat & RV Storage Facility

B. Site Information			
Address:	45 Ashbury Blvd., Sebastian, FL 32958		
Lot:	Block:	Unit:	Subdivision:
Indian River County Parcel #:	31-39-07-00000-3000-00009.3		
Zoning Classification:	CG/Triangle Overlay	Future Land Use:	CG/Mixed Use
Existing Use:	Vacant Commercial	Proposed Use:	Boat and RV storage facility

C. Detailed description of proposed activity and purpose of the requested permit or action (attach extra sheets if necessary):

We plan to construct and develop a boat and RV storage facility on the 3.76-acre parcel at 45 Ashbury Blvd.

DATE RECEIVED: 1/14/26 FEE PAID: $200.00 RECEIVED BY: JS.

ck # 84552

Permit Application No._____

D. Project Personnel:		
Agent:		
Name:		
Address		
Phone Number: ( ) -	FAX Number: ( ) -	
E-Mail:		
Attorney:		
Name: D. Johnathan Rhodeback of Dill, Evans & Rhodeback		
Address 1565 US Highway 1, Sebastian, FL 32958		
Phone Number: (772) 589 - 1212	FAX Number: ( ) -	
E-Mail: attorneys@dillevans.com		
Engineer:		
Name: Joseph Schulke of Schulke, Bittle & Stoddard, LLC		
Address 1717 Indian River Blvd, Vero Beach, FL 32960		
Phone Number: (772) 770 - 9622	FAX Number: ( ) -	
E-Mail: info@sbsengineers.com		
Surveyor:		
Name: Brian C. Kiernan, PSM of CivilSurv Design Group, Inc.		
Address 444 4th Lane SW, Vero Beach, FL 32962		
Phone Number: (772) 323 - 2244	FAX Number: ( ) -	
E-Mail:		

I, William T. Brognano, BEING FIRST DULY SWORN, DEPOSE AND SAY THAT: ✓ I AM THE OWNER ___ I AM THE LEGAL REPRESENTATIVE OF THE OWNER OF THE PROPERTY DESCRIBED WHICH IS THE SUBJECT MATTER OF THIS APPLICATION, AND THAT ALL THE INFORMATION, MAPS, DATA AND/OR SKETCHES PROVIDED IN THIS APPLICATION ARE ACCURATE AND TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SIGNATURE _____ DATE 1/13/2026

SWORN TO AND SUBSCRIBED BEFORE ME BY William T. Brognano
WHO IS PERSONALLY KNOWN TO ME OR PRODUCED _____
AS IDENTIFICATION, THIS 13 DAY OF JAN, 2026

NOTARY'S SIGNATURE Kristina
PRINTED NAME OF NOTARY _____
COMMISSION NO./EXPIRATION _____
SEAL:

Notary Public State of Florida
Kristina L. Grunzweig
My Commission HH 618859
Expires 1/18/2029

Permit Application No._____

The following is required for all comprehensive plan amendments, zoning amendments (including rezoning), site plans, conditional use permits, special use permits, variances, exceptions, and appeals.

I/WE, ✓ THE OWNER(S) / ___ THE LEGAL REPRESENTATIVE OF THE OWNER(S) OF THE PROPERTY DESCRIBED WHICH IS THE SUBJECT OF THIS APPLICATION, HEREBY AUTHORIZE EACH AND EVERY MEMBER OF THE CITY COUNCIL BOARD/COMMISSION OF THE CITY OF SEBASTIAN TO PHYSICALLY ENTER UPON THE PROPERTY AND VIEW THE PROPERTY IN CONNECTION WITH MY/OUR PENDING APPLICATION.

I/WE HEREBY WAIVE ANY OBJECTION OR DEFENSE I/WE MAY HAVE, DUE TO THE QUASI-JUDICIAL NATURE OF THE PROCEEDINGS, RESULTING FROM ANY BOARD/COMMISSION MEMBER ENTERING OR VIEWING THE PROPERTY, INCLUDING ANY CLAIM OR ASSERTION THAT MY/OUR PROCEDURAL OR SUBSTANTIVE DUE PROCESS RIGHTS UNDER THE FLORIDA CONSTITUTION OR THE UNITED STATES CONSTITUTION WERE VIOLATED BY SUCH ENTERING OR VIEWING.

THIS WAIVER AND CONSENT IS BEING SIGNED BY ME/US VOLUNTARILY AND NOT AS A RESULT OF ANY COERCION APPLIED, OR PROMISES MADE, BY ANY EMPLOYEE, AGENT, CONTRACTOR OR OFFICIAL OF THE CITY OF SEBASTIAN.

SIGNATURE _____ DATE 1/13/2026

Sworn to and subscribed before me by William T. Brognano
who is personally known to me or produced _____
as identification, this 13 day of JAN, 2026.

Notary's Signature _____
Printed Name of Notary _____
Commission No./Expiration _____
Seal:

Notary Public State of Florida
Kristina L. Grunzweig
My Commission HH 618859
Expires 1/18/2029

Permit Application No._____

HOME OF PELICAN ISLAND

Supplemental Information
Application for Appeal

X 1. This application is an appeal for (check one): X PZC decision

_____ Staff decision

X 2. Specify basis of appeal. (Attach extra sheets if necessary):

Attached please find letter of appeal to Ms. Alix Bernard, Community Development Director dated December 19, 2025.

X 3. Attach the following:

X a. Plans, papers, or materials constituting the record upon which the action appealed from was taken

X b. Additional data and information as required to properly advise the City Council of the facts and circumstances needed to decide the case on its merits.

X c. The names and addresses of all property owners whose property or part of their real property is within 300 feet of any outer boundary of the lot or parcel of land that is subject of the application.

CITY OF SEBASTIAN
PLANNING AND ZONING COMMISSION/LOCAL PLANNING AGENCY MINUTES
REGULAR MEETING, THURSDAY, DECEMBER 18, 2025

I. Call to Order -- Chairperson Kautenburg called the meeting to order at 6:00 p.m.

II. Pledge of Allegiance -- was recited by all.

III. Roll Call
Present:

Mr. Roberts (a)
Mr. Garton (a)
Ms. Kautenburg
Mr. Carter
Ms. Lorusso
Mr. Reno
Ms. Geesey

Absent:

Ms. Battles -- Excused
Ms. Kinchen -- Excused

Also Present

James Stokes, City Attorney
Alix Bernard, Community Development Director
Dorri Bosworth, Community Development Manager
Jim Mann, Principal Planner
Michelle Faulkner, Senior Planner
Joseph Perez, AV Technical Assistant
Janet Graham, Technical Writer

Sebastian Planning & Zoning Commission
Approved Yes Date 1/15/2026
Approved Subject To As Submitted
Signature
(Original Stamp Red)

IV. Announcements and Agenda Modifications:

Ms. Kautenburg congratulated and welcomed Mr. Reno, who is now a permanent, full-time member of this Commission. She also welcomed Mr. Roy Garton, who is now filling Mr. Reno's previous position as an alternate. She stated that at tonight's meeting, both Ms. Battles and Ms. Kinchen have been excused. Thus, the alternate members, Mr. Roberts and Mr. Garton will be voting in their places.

Ms. Kautenburg stated that Item 7-A is a Preliminary replat, and the applicant has requested that that be tabled. If there are no objections, she would like to make that the first item on our agenda. In the event that there is anyone here for that, they can leave early instead of waiting until the end. She asked if anyone had any objections. There were none.

V. Approval of Minutes -- Regular Meeting of November 6, 2025

All Commissioners having indicated that they had reviewed the Minutes of November 6, 2025, Ms. Kautenburg called for a motion. A motion accepting the Minutes of November 6, 2025 as presented was made by Mr. Carter, seconded by Ms. Lorusso, and approved unanimously via voice vote.

VII. Planning and Zoning (P&Z) Commission Public Hearings

The City Attorney read the item into the record.

A. Public Hearing-- Recommendation to City Council -- Preliminary Re-Plat -- Maxwell-Schumann Commercial Subdivision -- Replating of 1.93 acres consisting of eight lots to a two-lot commercial subdivision with proposed stormwater tracts, ingress and egress easements, necessary improvements, and including previously agreed upon off-site improvements. Current Zoning is CG (Commercial General) and Future Land Use is CG (General Commercial). REQUESTED TO BE TABLED TO THE JANUARY 15, 2026 MEETING.

Mr. Stokes stated that this action is a formality in order to engage in future advertising. He added that, now that this item has been requested to be tabled and the Commission has agreed, we do need to table it to a date and time certain in order that the public has ample notice as to when this item will actually be heard.

Ms. Kautenburg stated that the above item has been tabled until January 15, 2026, at 6:00 p.m., which is when it will be heard.

Ms. Kautenburg called for a motion on this matter. A motion tabling Item VII-A on tonight's agenda until January 15, 2026 at 6:00 p.m., that being a Preliminary Replat of the Maxwell-Schumann Commercial Subdivision, was made by Mr. Reno, seconded by Ms. Geesey, and approved unanimously via voice vote.

VI. Planning and Zoning (P&Z) Commission Quasi-Judicial Hearings

Mr. Stokes read the item into the record.

A. Quasi-Judicial Public Hearing -- New Site Plan + Conditional Use Permit + Waiver Request -- Ameron Boat & RV Storage Facility -- 45 Ashbury Boulevard -- 3.8 Acre Development along with Associated Site Improvements -- CG (General

Commercial) Land Use, CG (Commercial General) Zoning District -- Conditional Use Approval for an Outdoor Storage Facility Within the Sebastian Triangle Overlay District -- Waiver From Triangle (Riverfront) Overlay District Prohibited Front Yard Fence Materials

Ms. Kautenburg explained the process for public input. She then asked if any of the Commission members have had any ex parte communications, conflicts, or any site visits to disclose. All answered no. All those who would be speaking on this matter were sworn in. Ms. Kautenburg called on the applicant to make their presentation.

Joseph Schulke, P.E., with Schulke, Bittle & Stoddard, stated that he and Mr. Brognano, who is the applicant, are here as well as his attorney. Mr. Schulke stated that they have gone through the Staff Report, and they concur with all the City staff's find- ings. He said that they have been working on this application for over a year. He reviewed the history of the previous application and the changes that have been made to the present application. He stated he would be glad to answer questions or comments.

Ms. Bosworth reviewed what is in the Staff Report, after which she stated that staff feels that the applicant does meet all the requirements of the Code, the Riverfront Overlay District, the conditional use criteria, and staff is recommending approval of all of those requirements, as well as the five recommendations of approval contained in the Staff Report, which are:

1. Prior to installation of the proposed RV dumping station, if constructed, copies of approvals by applicable jurisdictional agencies, including Indian River County Utilities and the Environmental Health Department, shall be submitted to staff.

2. As a large portion of the native vegetative buffer is being retained, the applicant has not proposed the specific number of hedges and shrubs that will be planted as would otherwise be required per Code for the Perimeter Buffer. As such, at the time of the Final Zoning Inspection, staff reserves the right to require additional planting of native vegetation in the buffer areas in which voids have been created during the development process, such as and not limited to, those from removal of invasive exotic vegetation, creation of the drainage swales, installation of fence materials, etc. Additional vegetation shall also include canopy and understory trees, if warranted.

3. A revised irrigation plan, relocating the main line from the middle of the vegetative buffer, and in accordance with LDC Sec. 54-4-18.4(f)(4) & 54-3-14.13, and in response to staff's comments dated 12/3/25, shall be submitted to staff for review, and approved before issuance of the Commercial Landclearing permit.

4. Per Riverfront Overlay District Requirements, the proposed lighting fixtures on the canopy fascia must be revised to a decorative type, and an updated Photometric plan submitted to staff, and

5. Roof colors of the canopies and office building must be the same. An actual color swatch from the roof and/or canopy manufacturer shall be submitted to staff to verify compliance with approved Riverfront Overlay District colors before issuance of the building permits.

Ms. Kautenburg called for questions/comments from the Commission members.

Ms. Geesey commented regarding the fence. She would prefer green chain link instead of the black. That would make it less likely to be seen. She asked if Ameron has other facilities of this type in the area. Ms. Bosworth stated Ameron is a general contractor with an office on County Road 512. Regarding the parking, she asked what is an HC space. Ms. Bosworth stated that is a handicapped space. Ms. Geesey also asked if the 353-square-foot building is the only building on the property. Ms. Bosworth said that is correct. Ms. Geesey asked regarding tortoises. Ms. Bosworth stated there was an environmental assessment. There are some tortoises on the property, but staff already has the FWC relocation permit, and all tortoises will be relocated off that site.

Mr. Garton has some concerns about the dump station, but Ms. Bosworth addressed those concerns, and Mr. Schulke stated that there will only be one dump station.

Ms. Lorusso is concerned that there be language to the effect that people who utilize this facility cannot live in the vehicle while it is parked there. She also asked if there will be good directional signs so people who use the facility cannot miss it and end up driving their RV up through this subdivision. Mr. Schulke stated that the signage will be very evident as to where you turn in at the median. Ms. Lorusso asked if there is a timeframe on a waiver. Ms. Bosworth said sometimes staff puts one on; however, she knows that the applicant wants to start this soon, so staff did not see the need to add a time limit on it. She also addressed the queueing. After discussions, the applicant did work with staff by pushing the gates farther into the site so that there is at least a queueing space for a boat and RV, and they widened the entrance so that there are two lanes for two vehicles with boats at the same time to come in.

Mr. Reno asked if there is going to be water service at the washdown area. Mr. Schulke said there will be a hose bib, and that will be put on a timer so that it will shut off automatically in five minutes. Mr. Reno asked if the canopies are going to have gutters. Ms. Bosworth said staff will look at that when the building permits come in. Mr. Reno asked if scrub jays should be added as part of the amendments. Ms. Bosworth said staff did require a separate scrub jay survey, and she believes there is something that stated

there were no scrub jays within the radius that would require a separate scrub jay survey.

Mr. Roberts stated he did not see in the staff report anything about overnight visitors or people wanting to stay in their RVs overnight. Ms. Bosworth said there are no electric hookups for any of the spaces. She said if Mr. Roberts is concerned about that, the Commission members can add language to that effect as part of your approval. Mr. Roberts asked about operating hours, people coming in and out. Mr. Schulke stated there will be 24-hour access for the gates. No one will be living in the RVs, as it is prohibited by the City, and there is a liability issue as well. Also, there is not enough electricity there to run a whole RV. Mr. Roberts also asked about the lighting. Ms. Bosworth stated that, if the lights are on all night, based on the proposed lighting, you will see that when it gets to the property line they are down to zero lumens. So there is no lighting that is going off site from the facility. Mr. Schulke added that the lights are shielded also.

Ms. Kautenburg stated she is concerned about storing flammables. Ms. Bosworth said there is not a storage unit where there would be several cans of gasoline, etc. Regarding the washdown area, Ms. Kautenburg asked if there will be reclamation of the water. Mr. Schulke said that the grading of the pavement is such that the stormwater on all the pavement other than the washdown area goes to the inlets. The area that is identified as a washdown area drains to a curb, goes to an inlet, and goes into an oil and sediment, like a grease trap. It traps any floating debris, sediment, etc. From there, it will go into the retention area. Ms. Kautenburg asked if the sign is going to be eight feet tall. Ms. Bosworth said the maximum light can be ten feet, and most of the signs along County Road 512 are eight to ten feet. All the dimensions of the signs will be addressed along with the building permit. She added that the eight feet number is from the ground to the top of the sign. It's not the copy area that is eight feet tall.

There being no further questions/comments from the Commission members, Ms. Kautenburg called for public input.

Jim Hunt, Sebastian -- Mr. Hunt identified himself as a resident of the Ashbury community. He addressed the purpose of the chain link fence, which was listed on their request as to insure that they had aesthetically pleasing fencing around the property. He stated that the aesthetics that we have are going to be disturbed in their entirety by this project. He said that he wants to make sure that any fencing in place provides adequate coverage so that it's opaque. He described that the RV vehicles themselves can reach 12 feet in height, and the fencing should not be 4-6 feet. He opined that the traffic issues such as the number of cars has been understated, not so much in its volume, but the fact that these are large vehicles, and they can reach up to 53 feet in length. So when 2 or 3 of those are queued, you can easily create quite a blockage in the 84 feet that they have available to them when entering Ashbury Boulevard. The vision of people in vehicles

exiting the subdivision will not be able to see past them into oncoming traffic coming westbound on County Road 512. He mentioned that there was recently a fatality at that intersection. He stated there are also some issues with the dump station, and he stated that the residents would be opposed to having a dump station on site. He also stated that there should be caution with the washout station. There will be essentially gray water dumping into the cleanout area. It needs to be clear how that water will be treated before it makes its way into the Lagoon. He mentioned that the gopher tortoise study that was done is well over a year old.

Peter Sarasek -- He is a resident of the Ashbury subdivision. He totally endorses all the concerns voiced by Mr. Hunt. His primary concerns are that there is a lot of traffic already generated by 193 residential homes in the subdivision and by other vehicles such as moving vans and delivery trucks. He stated that Ashbury Boulevard is part of a street, and now they are going to open it up and give an entrance to another development. He wonders what the impact of that development is going to be on the area that the residents have to drive through. He suggested that it will create a safety concern.

Greg Pronko -- He lives at 122 Briarcliff Circle. He stated that this development is going to drive down the value of the properties. He reviewed that there are several storage areas along Route 1, and he does not see the need to put another one in a residential area. Also, there are children next door at the elementary school. He described that he does have an RV, and including the car being towed behind the RV, it is about the length of a tractor trailer. So these are not small vehicles, and they will create too much congestion. He added that a lot of these RV storage areas turn into junkyards. People abandon their RVs and their boats. He does not think that is good for the residents of Ashbury. He also addressed the gray water problem and the traffic accidents in the area.

Lee Burlingame -- He is a resident of Ashbury. He addressed the area that he opined is going to most impact the residents, which is the access and egress from this property. He reiterated what some of the other speakers had discussed. He also suggested it might be better to put entrance and exit to and from the facility on County Road 512.

Vicki Haun -- She is a homeowner in Ashbury. She reviewed the history of Ashbury, and she opined that Ashbury Boulevard belongs to the HOA, and how is another entity allowed to use the private road. The HOA is responsible financially for the upkeep of the roads. She also opined that an entrance and exit should be on County Road 512, not on Ashbury property.

Nancy Scanlan -- She is a resident of Ashbury. She is concerned with traffic accidents in Sebastian, and she researched and found that the first place listed is on County Road 512.

Henry Wall -- He addressed the request for a waiver regarding the fence. He stated that Ashbury has been mowing that section of road that they are building off of, and the vegetative buffer that was discussed does not exist in portions of that area. He also addressed the swale that has been proposed in that area, so there is not much chance for a huge buffer there. He also discussed the impact of this development on the value of the homes in Ashbury. He also opined that RV parks are not aesthetically pleasing.

Allan Ennis -- He is a resident of Ashbury. He identified himself as being a registered professional engineer in Florida as well as other titles in other states. He stated that he agrees with the comments by the other residents. Regarding traffic, he is concerned with how the ingress and egress from the proposed development is going to be from a residential street. He is also concerned with the proposed buffer. He opposes the requested waiver from the Overlay District.

Paul Speas -- He reiterated the history of the proposed project, being that the Planning and Zoning Commission turned this project down sometime ago. City Council overturned the Commission's decision and passed this to go forward. He agreed with what most people said. He asks that the commissioners bear that in mind when they make their decision.

There being no further input from the public, Ms. Kautenburg called on the applicant to respond.

Mr. Jonathan Rhodeback identified himself as an attorney, and he represents the applicant. He stated that this Commission's decisions are based not on feelings, not what people think is going to happen, but what is called competent substantial evidence under the law. He identified burdens that applicants have when these matters are submitted. He stated that opposition to a project is not uncommon. He further stated that the concerns that have been raised have been addressed by the experts with respect to traffic and access.

Ms. Bosworth addressed the traffic off of County Road 512, and she stated there are no driveways for commercial entities on the north side of 512. She added that, for this particular property, it is not a part of the Ashbury subdivision. The RE is a 1-acre property on the other side of the Boulevard and is Tract A of Ashbury subdivision. That tract belongs to Ashbury. When that gets developed, it is also zoned CG. If they need to pay HOA fees, that is all within their HOA documents. She is not sure why that public access easement was put on a private road. She opined that it may have something to do with the drainage and the sidewalk, that Indian River County may have come back and said they are not going to grant any driveways off of Sebastian Boulevard. She also

said that the chain link fence is not going to be on the outside of the buffer that you see from the road. It is on the inside of the 20-foot buffer. She further clarified that what the staff has reviewed is in compliance with the Land Development Code and the specific part of the conditional use criteria. However, the conditional use code also required the commission to find that the use did not affect the public health and safety or cause adverse effects on adjacent properties.

Ms. Kautenburg called on the commissioners for their deliberations/comments.

Ms. Kautenburg reviewed what the commissioners are asked to decide regarding this application following which she called for a motion. There were questions by some of the commissioners regarding the wording of the motion. A motion by Mr. Reno was made approving the Site Plan, the Conditional Use Permit, and the Waiver Request for the Ameron Boat and RV Storage site located at 45 Ashbury Boulevard with all conditions as listed in the Staff Report, with one additional condition that there be no overnight stays, which was seconded by Ms. Geesey.

Roll Call

Ms. Kautenburg -- No
Mr. Roberts (a) -- No
Mr. Garton (a) -- No
Mr. Reno -- Yes
Ms. Geesey -- No
Ms. Lorusso -- Yes
Mr. Carter -- No

Votes were 5 nays and 2 ayes. Motion is defeated.

Mr. Stokes stated that there needs to be a motion to deny the request. Ms. Kautenburg called for a motion to deny the Conditional Use application. A motion denying the Conditional Use application including the additional considerations listed in the Staff Report for the following reason: "The Planning and Zoning Commission must also find that the proposed outdoor storage facility use is so designed, located, and proposed to be operated so that the public health, safety and welfare will be protected" as made by Mr. Roberts and seconded by Ms. Geesey.

Roll Call

Ms. Lorusso -- No
Mr. Roberts -- Yes
Ms. Geesey -- Yes
Mr. Reno -- No
Mr. Carter -- Yes
Mr. Garton -- Yes
Ms. Kautenburg -- Yes

Vote was 5 ayes and 2 nays. Motion passes

VIII. Unfinished Business -- None

IX. New Business -- None

X. Adjourn

There being no further business, Ms. Kautenburg adjourned the meeting at 7:46 p.m.

Chair Kautenburg reopened the meeting at 7:48 p.m.

Interim City Attorney Stokes informed that clarification was needed due to the three items being denied based on the one vote. He advised that a roll call was not needed, just a consensus vote. Based on this vote, all three items were disposed of.

There being no further business, Ms. Kautenburg adjourned the meeting at 7:50 p.m.

By:_____ Date:_____
Chairperson Kautenburg

jg

CITY OF SEBASTIAN
HOME OF PELICAN ISLAND

Community Development Department
Site Plan - New Development
Staff Report

1. **Project Name:** Ameron Boat & RV Storage Facility

2. **Requested Action:** Site Plan and Conditional Use Permit approval for a 3.8-acre boat & RV storage facility with covered parking spaces, office building, wash-down area, and RV dump station, along with improvements to landscaping, utilities, lighting, and stormwater. A concurrent waiver request from the Riverfront Overlay District requirements regarding front yard fence material is also included.

3. **Project Location**

   a. **Address:** 45 Ashbury Boulevard

   b. **Legal:** Detailed Metes and Bounds Description with easements – See Survey

   c. **Indian River County Parcel Numbers:** 31-39-07-00000-3000-00009.3

4. **Project Owners:** William & Todd Brognano
605 Sebastian Boulevard
P.O. Box 780874
Sebastian, Florida 32978
(772) 589-1299 ameronh@aol.com

5. **Project Engineer:** Schulke, Bittle & Stoddard, LLC
Joseph W. Schulke, PE
1717 Indian River Boulevard, Suite 201
Vero Beach, Florida 32960
(772) 770-9622 jschulke@sbsengineers.com

6. **Project Surveyor:** Brian C. Kiernan, PSM
Civilsurv Design Group, Inc.
444 4th Lane SW
Vero Beach, Florida 32962
(772) 323-2244

7. **Project Description**

   a. **Narrative of proposed action:** The property owners have submitted a request to develop a new site plan for a 3.8-acre boat and RV storage facility on the parcel of vacant land southwest and adjacent to the main entrance into Ashbury Subdivision along Sebastian Boulevard. The project proposes 93 covered parking stalls for storage,

a 353 SF office building with an accessible bathroom, vehicle wash-down area, and an RV dump station, along with required parking for the office, landscaping, lighting, and mandatory stormwater system. Access will be from Ashbury Boulevard, a private street, allowed by a public access easement that was dedicated over a portion of the roadway when the subdivision's Final Plat was recorded in 2005. Water and sewer service will be provided by the Indian River County Utility system.

Outdoor Storage Facilities are allowed as a Conditional Use in the CG zoning district within the Triangle Overlay District, and as such, a supplemental application has been submitted for consideration. Developments within the Triangle Overlay District are required to comply with the Riverfront Overlay District designs standards. Because of Overlay standards regarding fence materials permitted in front yards, the developers are also requesting a Waiver to allow installation of chain-link fencing in their two front yards whereas the Overlay standards prohibit that material.

b. Current Zoning, Future Land Use and Overlay District:

(1) Zoning: CG (Commercial General)
(2) Future Land Use: CG (General Commercial)
(3) Performance Overlay District: Triangle Overlay District

c. Adjacent Properties

	Zoning	Current Land Use	Future Land Use
North:	PUD-R	residential	LDR
East:	CG	vacant commercial	CG
South:	CG	commercial	CG
West:	PS	school	INS

d. Site Characteristics

(1)	**Total Acreage:**	3.8 acres (163,686 SF)
(2)	**Current Land Use(s):**	Vacant
(3)	**Soil:**	Archibold fine sand & Pomello fine sand
(4)	**Vegetation:**	High Pines and Palmetto Scrub
(5)	**Flood Hazard:**	Zone X
(6)	**Water Service:**	Indian River County Utilities
(7)	**Sanitary Sewer Service:**	Indian River County Utilities
(8)	**Parks:**	Riverview Park, ½ mile
(9)	**Police/Fire:**	Indian River Fire – 3 miles Sebastian Police – ¾ mile

8. **Comprehensive Plan Consistency**

a. **Future Land Use:** consistent

b. **Traffic Circulation:** consistent

c. **Housing:** n/a

d. **Public Facilities:** n/a

e. **Coastal Management:** n/a

f. **Conservation:** consistent

g. **Recreation and Open Space:** consistent

9. **Contents of Site Plan:**

a. **lot configuration:** provided

b. **finished ground floor elevation:** Office – 24.2′

c. **contours and designating number of dwelling units:** n/a

d. **square footage of site:** 163,686 SF total

e. **building coverage:** Office + Canopies: 45,342 SF proposed = 27.7% (30% max allowed)

f. **square footage of impervious areas and open area:**

Total impervious area	96,592 SF = 59.0% (80% max)
Open space	67,094 SF = 41.0% (20% min)

g. **setbacks:** [Minimum 20' per Conditional Use Criteria]

front setback (Ashbury Blvd)= 20' required; provided 20.59'
front setback (Sebastian Blvd)= 20' required; provided 23.54'
side setback (west)= 20' required; provided 20.69'
rear setback (north)= 30' required (abutting residential); provided 110.00'

h. **scaled drawings of the sides, front and rear of the building or structure:** provided, including canopies

i. **generalized floor plan indicating uses and square footage of each proposed use within each building or structure:** provided

j. **building exterior construction materials and color:** provided

k. **building height:** Office: 14.16 feet (35 ft. maximum)
Canopies: 16.3 feet to 17.9 feet (35 ft. maximum)

l. **location and character of all outside facilities for waste disposal, storage areas, or display:** provided, along west side, enclosure to match color and materials of new office building

m. **location and dimensions of all curb cuts and driveways:** provided

n. **number of parking spaces with their location and dimensions:** provided

Office use requires one (1) space for every 200 SF of gross floor area

353 SF total ÷ 200 = 1.765 **(2)** spaces required

Proposed parking: 2 standard spaces
1 H/C spaces
---
3 car spaces + 93 boat and RV parking stalls

o. **details of off-street parking and loading areas (including requirements of Article XV):** provided

p. **all off-street vehicular surfaces available for maneuvering:** provided

q. **surface materials:** provided

r. **number of employees:** unknown

s. **type of vehicles owned by the establishment:** n/a

t. **If there is a combined off-street parking facility, required agreements:** n/a

u. **Location of all pedestrian walks, malls, yards and open spaces:** provided - shown on site plan

v. **location, size, character, and height or orientation of all signs:** Location and elevations provided, shown on site plan, but will be reviewed under a separate building permit.

w. **location and character of landscaped areas and recreation areas:** provided

x. **location, design and character of all public, semi-public, or private utilities:** provided

y. **location, height and general character of perimeter or ornamental walls, fences, landscaping:** provided – including the conditional use requirement of a 20-foot wide opaque vegetative buffer along all property lines

z. **surface water drainage facilities plan certified by an engineer or architect registered in the State of Florida:** provided

aa. **location of existing easements and right-of-way:** provided

bb. **Land survey with complete legal description prepared and certified by a registered surveyor:** provided

cc. **Verified statement showing each and every individual person having a legal and/or equitable ownership interest in the subject property:** provided

10. **Site location and character of use:** provided

11. **Access, internal circulation, off-street parking and other traffic impacts:**

    a. **internal circulation system design and access/egress considerations:** provided

    b. **separation of vehicular and pedestrian areas:** provided

12. **Open space and landscape (including the requirements of Article XIV and XXI):**

    a. **Calculations of required type, dimensions and square footage of landscape materials and of required landscape areas, including: total site area, parking area, other vehicular use area, percentage of non-vehicular open space, perimeter and interior landscape strips, and required number of trees:** provided – calculations listed under *Landscape Requirements* on Sheet C-600 notate 53 existing trees whereas 42 trees are actually being preserved. However, the final required and proposed tree calculation is correct, and reflected correctly within the *Summary* and trees proposed shown in the *Landscape Legend*

    b. **Location of required landscape areas and dimensions:** provided

    c. **Location, name, height and size of all existing plant material to be retained:** provided – See Sheet C-200. The required silt fence for the Storm Water Pollution Prevention Plan (SWPPP) has been placed to also act as a tree and buffer preservation measure, as reflected on Sheet C-300

    d. **Location, size, height and description of all landscape material including name, quantity, quality, spacing, and specified size and specification of all plant materials:** provided

    e. **Height, width, type, material and location of all barriers of nonliving material:** None proposed

    f. **Location, dimensions and area of landscaping for freestanding signs:** provided.

    g. **Show all landscaping, buildings, or other improvements on adjacent property within five (5) feet of the common property line:** provided

    h. **Triangle (Riverfront) Overlay District special landscape requirements:** Understory and foundational landscaping are being provided

13. **Required screening of abutting residential and nonresidential uses:** provided – The buffer along the north side of the property abutting the Ashbury Subdivision's clubhouse parcel is required to be a "Type A" opaque buffer. The 20-foot increased vegetative buffer mandated by the conditional use criteria will provide compliance with the Type A buffer specification.

14. **Flood prone land and wetland preservation:** n/a

15. **Surface water management:** Provided – The system has been designed with retention ponds located in the northern and southern areas of the parcel with connecting drainage structures and catch basins. Outfall is provided thru shallow swales from those retention ponds, running through the buffer areas along Sebastian Boulevard and Ashbury Boulevard, linked by a pipe under the entrance driveway, and outfall pipe which ultimately drains into the county's Sebastian Boulevard/CR-512 drainage system. A drainage permit for the outfall into the CR-512 system has already been issued by Indian River County. No drainage or outfall goes into the Ashbury Subdivision's stormwater system or onto Ashbury Boulevard

16. **Available potable water:** provided

17. **Wastewater service:** provided

18. **Soil erosion, sedimentation control and estuary protection:** provided – Sheet C-300

19. **Additional considerations:**

A. *Outdoor storage facilities* are Conditional Uses in the Commercial General (CG) zoning district within the Triangle Overlay District. The proposed development must meet the required conditional use criteria, found in LDC Article VI, which are:

1) All setbacks of the respective zoning district shall be used except in no case shall the setback be less than 20 feet.

2) Screening:

(a) All side and rear yards shall be screened in accordance with the standards established in section 54-3-14.16 of this chapter.

(b) Increased landscape buffer. Except for driveways and signage, outdoor storage facilities shall have a minimum 20-foot wide opaque vegetative buffer along all property lines, with additional plant materials if not naturally opaque.

3) Automobiles, trucks and recreational vehicles may be stored in designated areas as shown on the approved site plan. All other proposed outside storage shall be reviewed and approved by the planning and zoning commission.

4. One management office may be included provided it does not exceed 400 square feet.

5) No business tax receipt other than for the main use (storage) shall be permitted.

6) No sales, garage sales, manufacturing or repair is permitted.

7) There shall not be any storage of flammable, toxic, highly combustible or other hazardous materials or substances.

The Planning and Zoning Commission must also find that the proposed outdoor storage facility use:

1) Is so designed, located, and proposed to be operated so that the public health, safety and welfare will be protected.

2) Does not present an unduly adverse effect upon other properties in the impacted area in which it is located.

3) Based on the scale, intensity and operation the use shall not generate unreasonable noise, traffic, congestion or other potential nuisances or hazards to contiguous residential properties.

4) Conforms to all applicable provisions of the district in which the use is to be located.

5) Satisfies specific criteria stipulated for the respective conditional use described above.

6) Is consistent with the Code of Ordinances and comprehensive plan.

Upon such finding, the Planning and Zoning Commission shall approve the conditional use permit.

With regards to the condition requiring a 20' wide opaque vegetative buffer along all property lines, the existing vegetation currently on the site is naturally opaque. Leaving the buffer areas untouched would comply with this conditional use criteria. However, there are areas where the buffer's vegetation will be slightly disturbed for construction of the shallow stormwater swale and grading for the drainage system. These areas are indicated on the Landscape Plan, Sheet C-600, with a notation that additional landscape materials shall be provided, if needed, to re-establish the buffer at a height of 6 feet. This will be verified by staff during final inspections.

B. A Traffic Statement was required with the site plan application. It provided information, based on recognized methodologies and traffic engineering standards, that the proposed project, using the area dedicated to storage use, could generate up to an additional 78 daily trips. The additional trips generated were not over 400, therefore a full Traffic Analysis was not required.

C. The development proposes an RV dump station near the office building as a site amenity. However, as per Indian River County Utilities, the dumping of RV gray water is not allowed to empty into the sewer utility system. But, because public utilities are available, the Environmental Health Department will not issue a permit to install a new septic system, which could provide an underground tank system for the dumping. City code does not require a dumping station, therefore, if it is not constructed, the site plan will still be in compliance with Land Development Codes as the station is considered an extra amenity.

D. The proposed irrigation plan does not reflect the requirements of LDC Sections 54-4-18.4(f)(4) & 54-3-14.13. and did not fully address staff's review comments from 12/3/25. In its current condition, the vegetative buffer is already well established and should remain in its natural state wherever possible with minimal disturbance. From reviewing the proposed landscape plan, irrigation appears to be only necessary where new plant materials will be installed. Where those locations are in the buffer, the irrigation lines should be located to the interior buffer line, not in the middle as shown on the proposed irrigation plan, as disturbance of the existing vegetation would be needed for installation. A revised irrigation plan should be required to be submitted for review, and approved by staff before any landclearing occurs.

E. The Riverfront Overlay District prohibits chain-link fences to be installed within front yards. The proposed development has two front yards, the primary along Ashbury

Boulevard, and secondary along Sebastian Boulevard. It also requires that where chain-link fences can be installed, they must be green or black vinyl-clad.

The development is proposing a chain-link fence, for security, around all property lines, to be located along the interior buffer line. LDC Section 54-4-21.6 allows for an applicant to request a waiver or modification from Overlay requirements if the "requirements of the article places an inordinate burden on the property owner." The developers have submitted a written request asking for relief from the chain-link fence prohibition in front yards. If not granted by the PZ Commission, the fence material in the two front yards would then need to be wooden, PVC, or a concrete wall. This, aesthetically, may be awkward for the site, with two different fence materials. As the fence will not be as visible with it being on the inside of the vegetative buffer, and the applicant proposes the chain-link fence will black, staff feels the granting of the waiver will still meet the intent of the Overlay District.

F. The Riverfront Overlay District also prohibits "roadway style luminaries (fixtures) such as cobra heads, Nema heads, and the like" for lighting. The Photometric plan indicates 11 cobra head fixtures are proposed to be attached to the canopy fascia. The fixtures should be revised to a decorative type to be in compliance with Overlay requirements, with an updated Photometric plan submitted to staff.

G. The proposed roof and fascia colors for the canopies are Cobalt Blue and Desert Sand. Printed color representations can appear brighter and/or muted from the actual manufacturers color, depending on varying toners from different printers. Since there are approved colors for the Riverfront Overlay District that buildings and roofs must adhere to, an actual manufacturer color swatch for the roof should be submitted for verification. The roof colors of both the canopies and office building should be the same.

22. **Staff Conclusion:** The site plan is consistent with the Comprehensive Plan, the Land Development Code, and the Riverfront Overlay District.

23. **Recommendation:** Staff recommends approval of the proposed site plan, for the Ameron Boat & RV Storage Facility located at 45 Ashbury Boulevard subject to the following conditions:

1. Prior to installation of the proposed RV dumping station, if constructed, copies of approvals by applicable jurisdictional agencies, including Indian River County Utilities and the Environmental Health Department, shall be submitted to staff;

2. As a large portion of the native vegetative buffer is being retained, the applicant has not proposed the specific number of hedges and shrubs that will be planted as would otherwise be required per code for the Perimeter Buffer. As such, at the time of the Final Zoning inspection, staff reserves the right to require additional planting of native vegetation in the buffer areas in which voids have been created during the development process, such as, and not limited to, those from removal of invasive exotic vegetation, creation of the drainage swales, installation of fence materials, etc. Additional vegetation shall also include canopy and understory trees, if warranted;

3. A revised irrigation plan, relocating the main line from the middle of the vegetative buffer, and in accordance with LDC Sec. 54-4-18.4(f)(4) & 54-3-14.13, and in

response to staff's comments dated 12/3/25, shall be submitted to staff for review, and approved before issuance of the Commercial Landclearing permit;

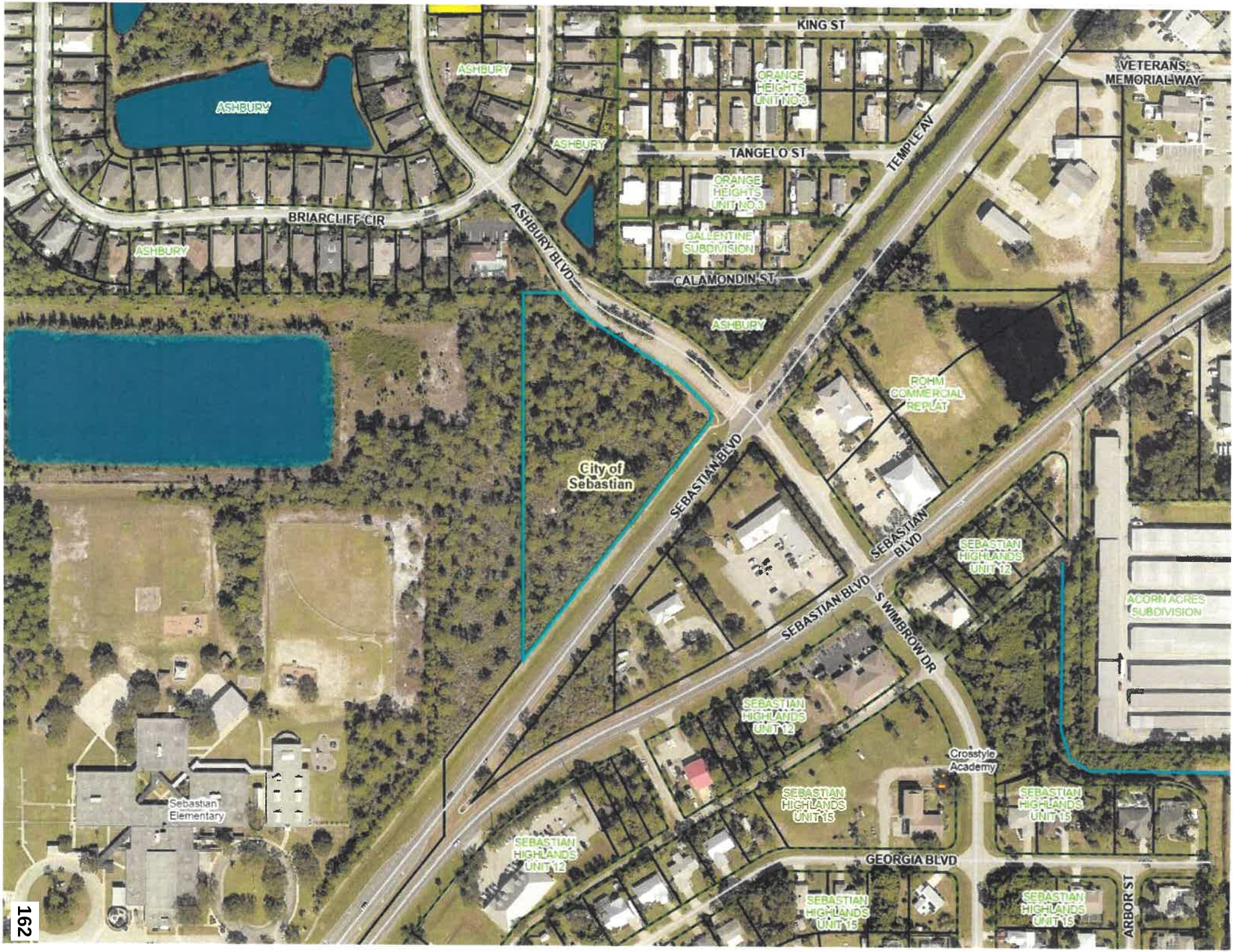
4. Per Riverfront Overlay District requirements, the proposed lighting fixtures on the canopy fascia must be revised to a decorative type, and an updated Photometric plan submitted to staff; and

5. Roof colors of the canopies and office building must be the same. An actual color swatch from the roof and/or canopy manufacturer shall be submitted to staff to verify compliance with approved Riverfront Overlay District colors before issuance of the building permits.

Staff also recommends the conditional use permit application be approved, along with a waiver from Section 54-4-21.A.5(a)(3) of the Riverfront Overlay District to allow a black chain-link fence to be installed in the project's two (2) front yards, placed along the interior line of the 20-foot vegetative buffer, as shown on the site plan.

PREPARED BY D. Bosworth, Manager/Planner

12/12/2025
DATE


KING ST
VETERANS MEMORIAL WAY
ORANGE HEIGHTS UNIT NO 3
TANGELO ST
TEMPLE AV
ORANGE HEIGHTS UNIT NO 3
GALLENTINE SUBDIVISION
CALAMONDIN ST
ASHBURY
ASHBURY
ASHBURY
ASHBURY
BRIARCLIFF CIR
ASHBURY BLVD
ASHBURY
ROHM COMMERCIAL REPLAT
City of Sebastian
SEBASTIAN BLVD
SEBASTIAN BLVD
SEBASTIAN BLVD
SEBASTIAN HIGHLANDS UNIT 12
ACORN ACRES SUBDIVISION
S WIMBROW DR
SEBASTIAN HIGHLANDS UNIT 12
Crosstyle Academy
Sebastian Elementary
SEBASTIAN HIGHLANDS UNIT 15
SEBASTIAN HIGHLANDS UNIT 15
SEBASTIAN HIGHLANDS UNIT 12
GEORGIA BLVD
SEBASTIAN HIGHLANDS UNIT 15
SEBASTIAN HIGHLANDS UNIT 15
ARBOR ST

DILL, EVANS & RHODEBACK
— ATTORNEYS AT LAW —

Warren W. Dill, Esq.
also admitted in WY
D. Johnathan Rhodeback, Esq.
also admitted in NY
Raul A. Perez, Esq.
LLM Master of Law- Taxation
Mark W. Packard, Esq.
also admitted in NJ
Kenya L. Matthews, Esq.

LOCAL GOVERNMENTS • COMMUNITY ASSOCIATIONS • BUSINESSES
REAL ESTATE • CIVIL LITIGATION • ELDER LAW

December 11, 2025

VIA ELECTRONIC MAIL: ABernard@cityofsebastian.org and dbosworth@CityofSebastian.org

Alix Bernard, Community Development Director
Dorri Bosworth
City of Sebastian, FL
1225 Main Street
Sebastian, FL 32958

Re: Ameron Boat & RV Storage – 45 Ashbury Boulevard
Schulke, Bittle & Stoddard Project #18-143
Waiver Request of Section 54-4-21.A.5(a)3)

Dear Mses. Bernard and Bosworth:

Pursuant to Section 54-4-21.6 of the City's Land Development Code, please allow this letter to serve as my client's formal request for a waiver of the prohibition on front-yard fences contained in Section 54-4-21.A.5(a)(3). As acknowledged in the City's Staff Review Comments dated October 8, 2025, the above-referenced project contemplates the installation of a chain-link fence around the development on the subject property, including the front yard. Chain-link fences, however, are prohibited in front yards pursuant to the design criteria codified in Section 54-4-21.A.5(a)(3).

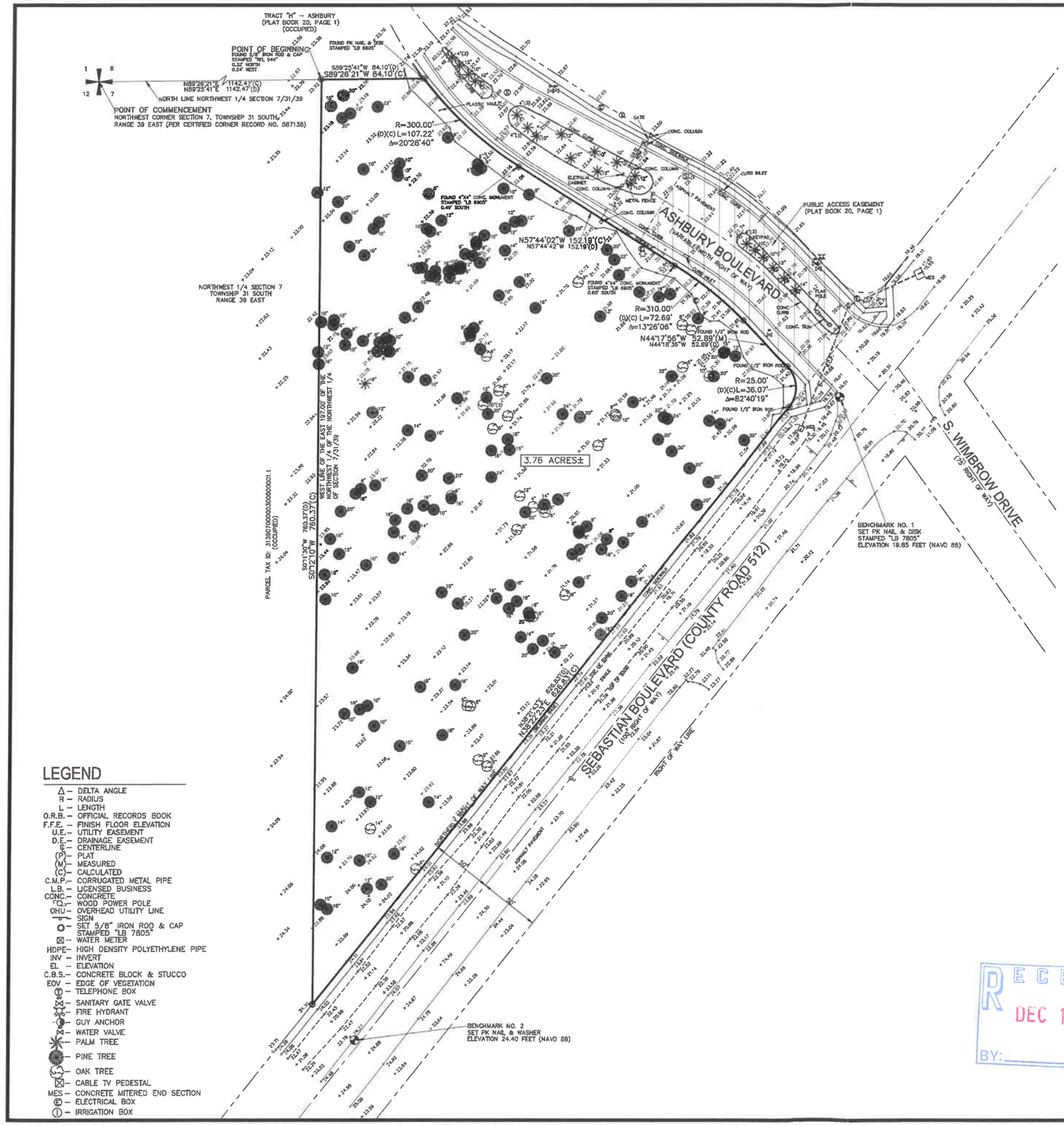
The subject property will be developed as an outdoor boat and RV storage facility. Fencing is of paramount importance for outdoor storage facilities to prevent unauthorized access, theft, and damage to valuable property. Accordingly, the perimeter of the facility will be fully enclosed within a fence. If chain-link fencing is precluded in the front yard of the subject property, the front yard portion of the fence will be constructed of differing material than the remainder of the fence. This would

defeat the aesthetic purpose of the requirement. Furthermore, the plans contemplate maintaining much of the foliage along CR-512, which will serve as a natural buffer, and my client will ensure that the chain link fence is green or black on all sides to blend in with the surrounding foliage. *See* Section 54-4-21.A.5(e)(4).

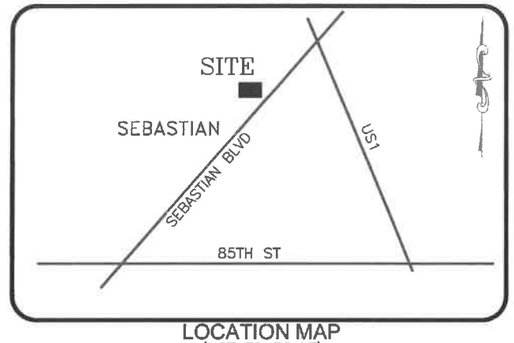
It is hopeful the City will grant my client its waiver request so that the project can move forward as intended. Thank you for your time and consideration.

Sincerely,

D. Johnathan Rhodeback, Esq.



GRAPHIC SCALE
0 40 80
(IN FEET)
1 inch = 40' ft.



LOCATION MAP
(NOT TO SCALE)

DESCRIPTION

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 31 SOUTH, RANGE 39 EAST, INDIAN RIVER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NW CORNER OF SAID SECTION 7, RUN N. 89 DEGREES 25'41"E., ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7, 1142.47 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE S. 00 DEGREES 11'30"W ALONG THE WEST LINE OF THE EAST 197.00 FEET TO THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 760.37 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 512, 100 FOOT RIGHT OF WAY; THENCE RUN N. 39 DEGREES 21'43.5"E., ALONG THE SAID NORTHERLY RIGHT OF WAY LINE 626.83 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, THE RADIUS POINT WHICH BEARS N. 51 DEGREES 38'17"W., 25.00 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A 25.00 FOOT RADIUS, A CENTRAL ANGLE OF 82 DEGREES 40'19" AND AN ARC DISTANCE OF 36.07 FEET TO THE POINT OF TANGENCY; THENCE, N. 44 DEGREES 18'36"W, 52.89 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 310.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13 DEGREES 26'06" AN ARC DISTANCE OF 72.69 FEET TO THE POINT OF TANGENCY, THENCE N. 57 DEGREES 44'42"W., 152.19 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 300.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20 DEGREES 28'40" AN ARC DISTANCE OF 107.22 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7; THENCE RUN S. 89 DEGREES 25'41"W., ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 7, 84.10 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S NOTES

1. REPRODUCTIONS OF THIS MAP, EXCEPT THOSE WITH ELECTRONIC SIGNATURE AND ELECTRONIC SEAL, ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

2 ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

3. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.

4. UNDERGROUND IMPROVEMENTS, IF ANY, WERE NOT LOCATED EXCEPT AS SHOWN.

5. DESCRIPTION SHOWN HEREON AS PROVIDED BY CLIENT.

6. FIELD SURVEY LAST CONDUCTED ON JUNE 18, 2025.

7. SYMBOLS SHOWN HEREON ARE NOT TO SCALE.

8. THE NORTHERLY RIGHT OF WAY LINE OF SEBASTIAN BOULEVARD IS ASSUMED TO BEAR NORTH 38°22'23" EAST AND ALL OTHER BEARINGS SHOWN HEREON ARE RELATIVE THERETO.

9. OVERALL PARCEL CONTAINS 3.76 ACRES, MORE OR LESS.

10. HORIZONTAL RELATIONSHIPS, AS SHOWN HEREON, ARE BASED ON THE FLORIDA STATE PLANE COORDINATE GRID, EAST ZONE, USING THE NORTH AMERICAN DATUM OF 1983 WITH THE 2011 ADJUSTMENT (NSRS 2011).

11. BY GRAPHIC PLOTTING ONLY, SAID DESCRIBED PROPERTY IS LOCATED WITHIN AN AREA HAVING A FLOOD ZONE DESIGNATION OF "X", ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ON FLOOD INSURANCE RATE MAP (FIRM) DATED JANUARY 26, 2023, PANEL NUMBER 12061C0111H, HAVING AN EFFECTIVE DATE OF DECEMBER 4, 2012. THIS INFORMATION SHOULD BE CONFIRMED WITH THE APPROPRIATE AGENCY PRIOR TO CONSTRUCTION.

12. ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

13. TREE SIZES SHOWN HEREON WERE OBTAINED AT BREAST HEIGHT AND ARE IN INCHES OF A FOOT.

CERTIFIED TO

AMERON HOMES, INC.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE BOUNDARY AND TOPOGRAPHIC SURVEY, AS SHOWN HEREON, IS A TRUE AND CORRECT REPRESENTATION OF A FIELD SURVEY MADE UNDER MY DIRECTION AND CHARGE AND SAID SURVEY IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT SAID SURVEY COMPLIES WITH THE APPLICABLE STANDARDS OF PRACTICE FOR SURVEYS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

CIVILSURV DESIGN GROUP, INC.

BY: BRIAN C. KIERNAN
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 6101

Date: 2025.11.14 10:22:36 -05'00'
DATE OF SIGNATURE

RECEIVED
DEC 10 2025
BY:

LEGEND

- Δ – DELTA ANGLE
- R – RADIUS
- L – LENGTH
- O.R.B. – OFFICIAL RECORDS BOOK
- F.F.E. – FINISH FLOOR ELEVATION
- U.E. – UTILITY EASEMENT
- D.E. – DRAINAGE EASEMENT
- ℄ – CENTERLINE
- (P) – PLAT
- (M) – MEASURED
- (C) – CALCULATED
- C.M.P. – CORRUGATED METAL PIPE
- L.B. – LICENSED BUSINESS
- CONC. – CONCRETE
- – WOOD POWER POLE
- OHU – OVERHEAD UTILITY LINE
- – SIGN
- – SET 5/8" IRON ROD & CAP STAMPED "LB 7805"
- – WATER METER
- HDPE – HIGH DENSITY POLYETHYLENE PIPE
- INV – INVERT
- EL – ELEVATION
- C.B.S. – CONCRETE BLOCK & STUCCO
- EOV – EDGE OF VEGETATION
- – TELEPHONE BOX
- – SANITARY GATE VALVE
- – FIRE HYDRANT
- – GUY ANCHOR
- – WATER VALVE
- – PALM TREE
- – PINE TREE
- – OAK TREE
- – CABLE TV PEDESTAL
- MES – CONCRETE MITERED END SECTION
- – ELECTRICAL BOX
- – IRRIGATION BOX

REVISIONS
11/14/25: ADD EASEMENT, FLOOD ZONE INFO

CIVILSURV
CIVILSURV DESIGN GROUP, INC.
444 6th Lane SW, Vero Beach, FL 32962 Tel: 772-323-2244

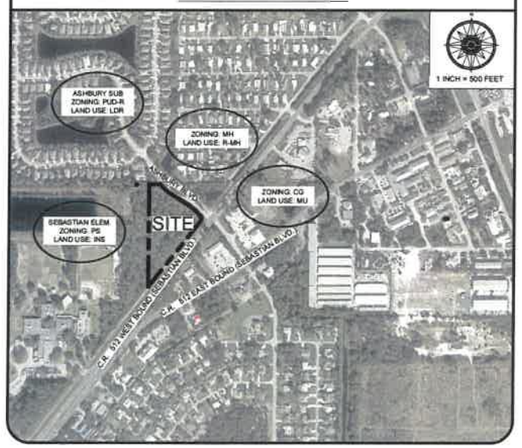
DATE: 06/20/25
SCALE: 1"=40'
PROJECT NO:
DRAWING NAME: 45 ASHBURY BLVD SHOT TOPOLOGIC
LB NUMBER: 7805
FIELD BOOK(S): 877
DRAWN BY: BK
CHECKED BY: SW

BOUNDARY TOPOGRAPHIC AND TREE SURVEY
45 ASHBURY BOULEVARD
SEBASTIAN, FLORIDA

SHEET NO.
1
OF
1

SITE PLAN FOR
AMERON BOAT & RV STORAGE
45 ASHBURY BOULEVARD SEBASTIAN, FL. 32958
SECTION 7, TOWNSHIP 31 SOUTH, RANGE 39 EAST
CITY OF SEBASTIAN, INDIAN RIVER COUNTY, FLORIDA

VICINITY MAP



LOCATION MAP



SITE DATA

APPLICANT:	WILLIAM BROGNANO TODD BROGNANO (1) P.O. BOX 780874 SEBASTIAN, FLORIDA 32978 (772) 589-1299
ENGINEER:	SCHULKE, BITTLE AND STODDARD, L.L.C. 1717 INDIAN RIVER BOULEVARD SUITE 201 VERO BEACH, FLORIDA 32960 (772) 770-9622
SURVEYOR:	CIVILSURV (1) 444 4th LANE SW VERO BEACH, FLORIDA 32962 (772) 323-2244
SITE LOCATION:	45 ASHBURY BLVD. SEBASTIAN, FLORIDA 32958 (1)
TAX I.D. #:	31390700000300000003 3
FLOOD ZONE:	THE PARCEL OF LAND SHOWN HEREON APPEARS TO BE IN FLOOD ZONE "X" PER FLOOD INSURANCE RATE MAP #12061C0111H, DATED 12/04/2012
GROSS AREA:	3.76 AC.
TOTAL DEVELOPED AREA:	3.76 AC.
ZONING:	CG / RIVERFRONT OVERLAY (1)
LAND USE:	COMMERCIAL GENERAL

REQUIRED PERMITS

CITY OF SEBASTIAN	SITE PLAN APPROVAL COMMERCIAL LAND CLEARING PERMIT TYPE 'A' STORMWATER PERMIT (2) DE-WATERING PERMIT
INDIAN RIVER COUNTY	UTILITY CONSTRUCTION PERMIT RIGHT-OF-WAY PERMIT (C.R. 512 - DRAINAGE)
S.J.R.W.M.D.	ENVIRONMENTAL RESOURCE PERMIT - STORMWATER
F.D.E.P.	NOTICE OF INTENT TO USE GENERIC PERMIT WASTEWATER CONNECTION WATER CONNECTION

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE NORTHWEST ¼ OF SECTION 7, TOWNSHIP 31 SOUTH, RANGE 39 EAST, INDIAN RIVER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 7, RUN NORTH 89°25'41" EAST, ALONG THE NORTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 7, A DISTANCE OF 1142.47 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE RUN SOUTH 00°11'30" WEST, ALONG THE WEST LINE OF THE EAST 107.00 FEET TO THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 7, A DISTANCE OF 760.37 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 512, 100 FOOT RIGHT-OF-WAY; THENCE RUN NORTH 39°21'42" EAST, ALONG THE SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 626.83 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, THE RADIUS POINT WHICH BEARS NORTH 51°38'17" WEST, A DISTANCE OF 23.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A 25.00 FOOT RADIUS, A CENTRAL ANGLE OF 82°40'18" AND AN ARC DISTANCE OF 36.07 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 44°18'35" WEST, A DISTANCE OF 52.88 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 310.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°26'06", AN ARC DISTANCE OF 72.69 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 57°44'41" WEST, A DISTANCE OF 152.19 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 300 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°28'40", AN ARC DISTANCE OF 107.22 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 7; THENCE RUN SOUTH 89°25'41"WEST, ALONG THE NORTH LINE OF THE NORTHWEST ¼ OF SECTION 7, A DISTANCE OF 94.10 FEET TO THE POINT OF BEGINNING.

GENERAL NOTES

1. SUBMITTALS

A. PRODUCT DATA AND SHOP DRAWINGS

1. FOR ALL SITE WORK CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT PRODUCT DATA IN THE FORM OF MANUFACTURERS' CUT SHEETS AND CATALOG DATA FOR ALL PRODUCTS, MATERIAL AND EQUIPMENT CLEARLY INDICATING THE SPECIFIC PART OR PRODUCT CATALOG NUMBER(S) FOR APPROVAL.
2. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR ALL PRODUCTS, MATERIALS AND EQUIPMENT REQUIRED TO BE FABRICATED, OR WHEN STANDARD PUBLISHED PRODUCT DATA IS NOT SUITABLE FOR USE.
3. SUBMIT 6 COPIES OF REQUESTED INFORMATION, NEATLY BOUND AND INDEXED PER CATEGORY FOR THE FOLLOWING:
   - A. UTILITIES: ALL PIPE, FITTINGS, VALVES, OTHER MISCELLANEOUS APPURTENANCES, CONTROLS, PUMP STATION EQUIPMENT, COMPONENTS AND STRUCTURES, AND ALL OTHER UTILITY SYSTEM PRODUCTS, MATERIALS AND COMPONENTS AND SIMILAR CONTROLS.
   - B. DRAINAGE: ALL PIPE, FITTINGS, AND COMPONENTS THEREOF, STRUCTURES, FRAMES, GRATES, LIDS, GASKETS,FASTENERS, COUPLINGS AND SIMILAR, AND ALL OTHER DRAINAGE SYSTEM PRODUCTS. MATERIALS, AND COMPONENTS AND SIMILAR CONTROLS.
   - C. PAVING AND GRADING: FDOT CERTIFICATIONS AND LAB ANALYSIS/RESULTS FOR PAVEMENT, BASE, SUBGRADE, AND FILL MATERIALS. INCLUDE EVIDENCE (CERTIFICATIONS) THAT THE MATERIALS PROPOSED TO BE USED MEET OR EXCEED FDOT SPECIFICATIONS AND THE CONTRACT DOCUMENTS.
   - D. SIGNING AND PAVEMENT MARKING: SIGN AND PAVEMENT MARKING PRODUCTS AND MATERIALS, AND EVIDENCE THAT THE PRODUCTS AND MATERIALS PROPOSED TO BE USED MEET OR EXCEED REQUIREMENTS SPECIFIED IN THE CONTRACT DOCUMENTS, LOCAL ENGINEERING DEPARTMENT, MUTCD AND FDOT SPECIFICATIONS.
   - E. IRRIGATION: ALL PIPE, FITTINGS, VALVES, OTHER MISCELLANEOUS APPURTENANCES, CONTROLS, PUMP STATION EQUIPMENT, COMPONENTS AND STRUCTURES, AND ALL OTHER UTILITY SYSTEM PRODUCTS, MATERIALS AND COMPONENTS AND SIMILAR CONTROLS. WELLS, AND/OR OTHER IRRIGATION SOURCES. THE CONTRACTOR SHALL SUBMIT AN IRRIGATION COORDINATION DRAWING, INDICATING CONTRACTOR'S PROPOSED LOCATION OF MAIN LINES, SECONDARY LINES, HEAD LOCATIONS, WELL, PUMP, CONTROL PANEL, SENSORS, CONTROL VALVE AND VALVE LOCATIONS. THIS DRAWING SHOULD CLEARLY DEPICT ADJUSTMENTS OR CHANGES THE CONTRACTOR PROPOSES. THE DRAWINGS SHALL INDICATE ALL PROPOSED SUBSTITUTIONS OF SIZE, MATERIAL, AND/OR MANUFACTURER.
4. ALLOW TWO WEEKS FOR THE ENGINEER TO COMPLETE REVIEW OF PRODUCT DATA AND SHOP DRAWINGS. ENGINEER WILL NOT BE RESPONSIBLE FOR PROJECT DELAYS RELATED TO DELIVERY AND TRANSMISSION OF THE DOCUMENTS ONCE INFORMATION HAS LEFT ENGINEER'S OFFICE. ITEMS REQUIRING A LONG LEAD TIME SHOULD BE SUBMITTED AS SOON AS POSSIBLE.
5. THE CONTRACTOR SHALL PROVIDE A STAMP INDICATING ITS REVIEW AND APPROVAL, INITIALED OR SIGNED,CERTIFYING TO REVIEW OF SUBMITTAL, VERIFICATION OF PRODUCTS, FIELD MEASUREMENTS AND FIELD CONSTRUCTION CRITERIA, AND COORDINATION OF THE INFORMATION WITHIN THE SUBMITTAL WITH REQUIREMENTS OF THE WORK AND OF CONTRACT DOCUMENTS, INCLUDING PLANS AND SPECIFICATIONS OF OTHER DESIGN PROFESSIONALS (I.E.; ARCHITECT, MECHANICAL, ELECTRICAL, AND STRUCTURAL ENGINEERS).

B. TESTING

1. WATER: PRESSURE (MAIN AND TAPS), BACTERIOLOGICAL. BACKFILL DENSITIES, BACKFLOW PREVENTOR TESTS AND CERTIFICATION: AND AS PER PROJECT SPECIFICATIONS, LOCAL UTILITIES DEPARTMENT, AND FDEP REQUIREMENTS.
2. SEWER: EXFIL. T.V. AND BACKFILL DENSITIES. PRESSURE TEST (MAINS AND TAPS) LIFT STATION START-UP, ALL PER PROJECT SPECIFICATIONS, COVB AND FDEP REQUIREMENTS.
3. DRAINAGE: EXFIL. LAUNING (FIELD), AND BACKFILL DENSITIES PER PROJECT SPECIFICATIONS AND LOCAL ENGINEERING REQUIREMENTS.
4. EARTHWORK & PAVING: DENSITIES, LBR'S AND FBV'S AS PER PROJECT SPECIFICATIONS AND LOCAL ENGINEERING REQUIREMENTS.
5. SUBMIT ALL TEST RESULTS FOR ENGINEERING REVIEW WITHIN 3 DAYS OF TESTING. FAILURE TO PROVIDE TEST RESULTS, OR PROVIDING FAILING TEST RESULTS WILL BE GROUNDS FOR REJECTION OF WORK AND DELAY AND/OR REJECTION OF PAY REQUEST APPLICATIONS.

C. AS-BUILTS

1. GRADING: LOCATION AND ELEVATION OF ALL: CONCRETE AND PAVEMENT (VEHICLE USE AND PEDESTRIAN USE IMPROVEMENTS) AT H/L/V POINTS, EDGE OF PAVEMENT, AND CENTERLINE AT 50' ON CENTER AND AT CHANGE OF DIRECTION, GRADE BREAKS; PROPERTY LINES (CROSS SECTIONS 50' ON CENTER); TOP OF BANK AND T.O.E. OF SLOPE AND/OR CENTERLINE OF SWALES AND RETENTION AREAS; CROSS SECTIONS 50' ON CENTER ON STORMWATER LAKES FROM TOP TO BOTTOM, MECHANICAL PADS AND FINISHED FLOOR ELEVATIONS; DETAILED LOCATION AND TOPOGRAPHY OF DRIVEWAY TURNOUTS
2. WATER AND SEWER FORCE MAINS: LOCATION, TOP ELEVATION AND STATE PLANE COORDINATES AT ALL FITTINGS, VALVES, CHANGES OF DIRECTION AND AT 100' ON CENTER.
3. GRAVITY SEWER:
   - SEWER STRUCTURES: DIAMETER OR SIZE, AND LOCATION AND ELEVATION OF STRUCTURES. TOP, BOTTOMS, AND SEWER INVERTS.
   - MAINS AND LATERALS: LOCATION AND INVERT ELEVATIONS AT CONNECTIONS, FITTINGS, AND TERMINATION
   - LIFT STATIONS: HORIZONTAL LAYOUT AND LOCATION OF ALL EQUIPMENT, PANELS, VAULTS, WET WELL, VALVES; LOCATION OF DUCTBUT RUNS AND WATER SERVICES HOSE BIBB. LOCATION AND INVERT ELEVATIONS OF GRAVITY AND FORCE MAINS TO AND FROM LIFT STATION; WET WELL DIAMETER, TOP AND BOTTOM ELEVATIONS, PUMP(S) SIZE, TYPE, DISCHARGE DIAMETER, MANUFACTURER AND MODEL #.
4. DRAINAGE: ALL STRUCTURES DIAMETER OR SIZE; LOCATION, AND ELEVATION OF TOP, BOTTOM, AND INVERT ELEVATIONS. ALL PIPES, DIAMETER, TYPE/MATERIAL; LOCATION AND INVERT ELEVATION AT CONNECTIONS, FITTINGS, AND TERMINATION POINTS.
5. IRRIGATION: ALL LINES, SYSTEM EQUIPMENT COMPONENTS, MATERIALS INCLUDING PIPES, VALVES, FITTINGS, SPRINKLER HEADS, AND MISCELLANEOUS APPURTENANCES.

D. OPERATION AND MAINTENANCE MANUALS

1. CONTRACTOR SHALL PROVIDE THE OWNER WITH OPERATION AND MAINTENANCE MANUALS FOR ALL OPERABLE EQUIPMENT (PUMP STATIONS AND CONTROLS, AUTOMATIC CONTROL VALVES, AND OTHER AUTOMATED EQUIPMENT: CONTROL PANELS, ETC.)
2. OPERATION AND MAINTENANCE MANUALS SHALL BE SUBMITTED AS A PRE-REQUISITE TO THE PROJECT BEING DEEMED SUBSTANTIALLY COMPLETE.

E. WARRANTY

THE CONTRACTOR SHALL PROVIDE ALL WARRANTIES, CERTIFICATIONS, GUARANTIES, AND WARRANTY BONDS AS SPECIFIED IN THE CONTRACT DOCUMENTS AND PERMIT CONDITIONS INCLUDING:
-UTILITY MAINTENANCE BOND - FOR ALL PUBLIC WATER AND SEWER UTILITIES INFRASTRUCTURE - (25% OF CONTRACT VALUE)
-ENGINEERING MAINTENANCE BOND - FOR ALL PAVING, GRADING, AND DRAINAGE IMPROVEMENTS AND INFRASTRUCTURE (25% OF CONTRACT VALUE)

4. OWNER TRAINING

THE CONTRACTOR SHALL INCLUDE 2 HOURS OF OWNER TRAINING (FOR EACH WATER, SEWER, DRAINAGE, AND IRRIGATION SYSTEMS) FOR ALL OPERABLE EQUIPMENT AND SHALL INCLUDE THE TIME FOR INITIAL ADJUSTMENTS OF EQUIPMENT AND TIME FOR ONE FOLLOW-UP VISIT AND ADJUSTMENTS OF EQUIPMENT 60 DAYS AFTER END USER HAD OPERATIONAL TIME WITH THE EQUIPMENT.

Sheet List Table

Sheet Number	Sheet Title
C-000	COVER
C-100	AERIAL
C-200	EXISTING CONDITIONS
C-201	SOIL BORINGS GEOTECHNICAL REPORT
C-300	STORM WATER POLLUTION PREVENTION PLAN
C-301	STORM WATER POLLUTION PREVENTION PLAN DETAILS
C-400	SITE PLAN
C-400A	DIMENSIONAL PLAN
C-401	FIRE DEPARTMENT ACCESS EXHIBIT
C-401A	RV ACCESS EXHIBIT
C-401B	TRUCK W/FIFTH WHEEL ACCESS EXHIBIT
C-402	OFFICE AND ENTRANCE DETAILS (20 SCALE) (SITE & PGU PLAN)
C-410	SITE PLAN DETAILS
C-500	PAVING, GRADING, DRAINAGE AND UTILITY PLAN
C-501	PAVING, GRADING, UTILITY AND DRAINAGE DETAILS - I
C-502	PAVING, GRADING, UTILITY AND DRAINAGE DETAILS - II
C-503	SECTIONS
C-504	IRC WATER DETAILS - I
C-505	IRC WATER DETAILS - II
C-506	IRC SEWER DETAILS
C-507	IRC MISCELLANEOUS DETAILS
C-600	LANDSCAPING PLAN

ATTACHED / UNDER SEPARATE COVER:
- BOUNDARY AND TOPO SURVEY (BY OTHERS)

RECEIVED
DEC 10 2025
BY:

811 Know what's below. Call before you dig.

SCHULKE, BITTLE & STODDARD, L.L.C.
CIVIL & STRUCTURAL ENGINEERING · LAND PLANNING · ENVIRONMENTAL PERMITTING
CERTIFICATION OF AUTHORIZATION NO.: 00008668
1717 INDIAN RIVER BLVD., SUITE 201 VERO BEACH, FLORIDA 32960
TEL 772 / 770-9622 FAX 772 / 770-9496 EMAIL info@sbsengineers.com

MARK	REVISION	DATE
1	REVISED SITE LOCATION	3/16/05
2	REVISED PER COS & IRC COMMENTS	6/4/25

ENGINEER CERTIFICATION.
DATE:

☐ JOSEPH W. SCHULKE, P.E.	REG. No 47048
☐ JODAH B. BITTLE, P.E.	REG. No 57336
☐ WILLIAM F. STODDARD, Ph.D., P.E.	REG. No 57805



GRAPHIC SCALE

(IN FEET)
1 inch = 30 ft

SCHULKE, BITTLE & STODDARD, L.L.C.
CIVIL & STRUCTURAL · ENGINEERING · LAND PLANNING · ENVIRONMENTAL PERMITTING
1717 INDIAN RIVER BLVD. CERTIFICATION NO.: 00008686
TEL 772 / 770-9622 VERO BEACH, FLORIDA 32960
FAX 772 / 770-9486 EMAIL info@sbsengineers.com

AMERON BOAT & RV STORAGE
SEBASTIAN BLVD.
SEBASTIAN, FL.
INDIAN RIVER COUNTY

AERIAL

SHEET
C-100

PROJECT NO.
18-143

GRAPHIC SCALE

(IN FEET)
1 inch = 30 ft.

SITE DATA

OWNER:
WILLIAM BROGNANO
TODD BROGNANO
PO BOX 782874
SEBASTIAN, FL. 32978
TEL: 772-589-1299
FAX: 772-589-1304

ENGINEER:
SCHULKE, BITTLE & STODDARD, LLC.
1717 INDIAN RIVER BOULEVARD, SUITE 201
VERO BEACH, FLORIDA 32960
TEL: 772-770-9622
FAX: 772-770-9498

SURVEYOR:
CIVILSURV
444 4th LANE SW
VERO BEACH, FLORIDA 32962
TEL: 772-325-2244

PROPOSED USE
OUTSIDE STORAGE

STREET ADDRESS
45 ASHBURY BLVD
SEBASTIAN, FL 32958

PROPERTY TAX ID NUMBERS
3139070000030000009.3

GROSS AREA
3.76 AC.

TOTAL DEVELOPED AREA
3.76 AC.

ZONING
C/RIVERFRONT OVERLAY

LAND USE
COMMERCIAL GENERAL

FLOOD ZONE
F.I.R.M. NO. 12061C0111H, 12/4/2012 FLOOD ZONE 'X'

CONSTRUCTION SCHEDULE/WORK TIME
- CONSTRUCTION START: 12/25
- CONSTRUCTION FINISH: 12/26
- CONSTRUCTION ACTIVITIES LIMITED TO:
  MONDAY - FRIDAY: 7:00 AM - 7:00 PM
  SATURDAY/SUNDAY: 8:00 AM - 5:00 PM

SYMBOL LEGEND

- EXIST GRADE
- XX-XX SOIL BORING
- EXOTIC
- OAK TREE EXIST TO REMAIN QTY. = 2
- OAK TREE EXIST TO BE REMOVED QTY. = 27
- PINE TREE EXIST TO REMAIN QTY. = 39
- PINE TREE EXIST TO BE REMOVED QTY. = 138
- PALM TREE EXIST TO BE RELOCATED QTY. = 1
- OFF-SITE PALM TREE QTY. = 20
- EXISTING SIDEWALK
- EXISTING VEGETATION AND TREE PROTECTION BOUNDARY (0.73± AC.)
- EXISTING FIRE HYDRANT
- STORMWATER DRAINAGE MANHOLE
- SANITARY SEWER MANHOLE
- EXISTING SANITARY SEWER
- EXISTING WATER MAIN
- EXISTING FORCE MAIN
- EXISTING STORM DRAINAGE
- EXISTING SWALE
- INSTALL TREE PROTECTION FENCE/BERRIER AND SILT FENCE

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE NORTHWEST ¼ OF SECTION 7, TOWNSHIP 31 SOUTH, RANGE 39 EAST, INDIAN RIVER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 7, RUN NORTH 89°25'41" EAST, ALONG THE NORTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 7, A DISTANCE OF 1142.47 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE RUN SOUTH 00°11'30" WEST, ALONG THE WEST LINE OF THE EAST 197.00 FEET TO THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 7, A DISTANCE OF 760.37 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 512, 100 FOOT RIGHT-OF-WAY; THENCE RUN NORTH 33°21'43" EAST, ALONG THE SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 626.83 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, THE RADIUS POINT WHICH BEARS NORTH 51°38'17" WEST, A DISTANCE OF 25.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A 25.00 FOOT RADIUS, A CENTRAL ANGLE OF 82°40'19" AND AN ARC DISTANCE OF 36.07 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 44°18'38 WEST, A DISTANCE OF 52.89 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 310.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°26'06", AN ARC DISTANCE OF 72.66 FEET TO THE POINT OF TANGENCY, THENCE RUN NORTH 57°44'43" WEST, A DISTANCE OF 153.18 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 200 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°25'40", AN ARC DISTANCE OF 107.33 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 7; THENCE RUN SOUTH 89°25'41"WEST, ALONG THE NORTH LINE OF THE NORTHWEST ¼ OF SECTION 7, A DISTANCE OF 84.10 FEET TO THE POINT OF BEGINNING.

NOTES: LAND CLEARING

(A) ALL NATIVE UPLAND VEGETATION CONTRIBUTING TO THE STABILIZATION OF BANKS ON EXISTING CANALS, DITCHES OR NATURAL WATERCOURSES SHALL BE RETAINED.
(B) ALL NUISANCE EXOTIC VEGETATION EXISTING ON SITE SHALL BE REMOVED IN CONJUNCTION WITH SITE DEVELOPMENT.
(C) ANY ABANDONED FLOW WELL EXISTING ON SITE SHALL BE PLUGGED IN CONJUNCTION WITH SITE DEVELOPMENT.

GENERAL NOTES:

1. THE LOCATION OF EXISTING UTILITIES SHOWN ARE APPROXIMATE ONLY, THE EXACT LOCATION SHALL BE DETERMINED BY THE CONTRACTOR DURING CONSTRUCTION. RELOCATION OF UTILITIES SHALL BE COORDINATED WITH UTILITY COMPANIES AFTER IDENTIFICATION OF CONFLICT BY CONTRACTOR. CONTRACTOR SHALL NOTIFY ENGINEER IN ADVANCE BEFORE ANY RELOCATION.
2. THE UTILITY COMPANIES SHALL BE NOTIFIED BY THE CONTRACTOR 48 HOURS IN ADVANCE OF ANY EXCAVATION INVOLVING THEIR UTILITIES SO THAT COMPANY REPRESENTATIVES CAN BE PRESENT.
3. PRIOR TO COMMENCEMENT OF ANY EXCAVATION, THE CONTRACTOR SHALL COMPLY WITH FLORIDA STATUTE 553.851 FOR THE PROTECTION OF UNDERGROUND GAS PIPELINES.
4. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES TO REMAIN IN PLACE.
5. THE CONTRACTOR SHALL CALL SUNSHINE (1-800-432-4770) FOR FIELD LOCATIONS 48 HOURS BEFORE DIGGING NEAR UNDERGROUND UTILITIES.
6. KNOWN UTILITIES:
   AT&T (772) 480-4443
   COMCAST CABLE (772) 567-3444
   FPCL/FL(772) 226-1345
   FPL (772) 562-5556
7. THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM (NAVD) OF 1988.

DEMOLITION NOTES:

1. SEE UTILITY PLAN FOR PROPOSED UTILITY RELOCATES AND/OR ABANDONMENT
2. COORDINATE WITH FPL FOR ELECTRICAL RELOCATIONS AND/OR ABANDONMENTS, AND FOR PROPOSED ELECTRICAL UTILITY SERVICE.
3. COORDINATE WITH UTILITY PROVIDER(FPL) FOR ANY NECESSARY POWER POLE AND GUY/ANCHOR REMOVAL AND RELOCATIONS.
4. SITE DRAINAGE PLANS FOR DRAINAGE CONSTRUCTION.
5. MUST ADHERE TO STORMWATER POLLUTION PREVENTION PLAN DURING CLEARING/DEMO WORK. A SILT FENCE ALONG PERIMETER SHALL BE INSTALLED PRIOR TO ANY WORK.
6. REMOVAL/DEMOLITION/CLEARING SHALL BE COMPLETED IN A COORDINATED SEQUENCE TO CONTROL EROSION, SEE SHEET D-200 AND D-201.
7. SEE THIS SHEET D-200, AND D-500 THROUGH D-501 FOR LIMITS OF CLEARING AND GRUBBING, PAVEMENT REMOVAL AND REMOVAL OF STRUCTURES. ALL PAVEMENT AND STRUCTURES SHALL BE REMOVED WITHIN THESE LIMITS. CONTRACTOR SHALL VISIT THE SITE AND FAMILIARIZE ITSELF WITH ALL SITE CONDITIONS. OMISSION OF STRUCTURES OR PAVEMENT FROM THIS PLAN DOES NOT RELIEVE THE CONTRACTOR OF ITS RESPONSIBILITY TO CLEAR, REMOVE, AND DISPOSE OF ALL STRUCTURES AND ALL PAVEMENT ON THE PREMISES NOT SHOWN TO BE SAVED OR SALVAGED.
8. THE COST FOR CLEARING AND GRUBBING AND REMOVAL OF STRUCTURES: NO ADDITIONAL PAYMENTS WILL BE MADE FOR CLAIMS FOR ADDITIONAL CLEARING OR REMOVAL OF STRUCTURES NOT SHOWN ON THESE PLANS. CONTRACTOR SHALL VISIT THE SITE PRIOR TO BIDDING THE WORK.
9. TREE PROTECTION: THE COST FOR TREE AND SHRUB PROTECTION SHALL BE INCLUDED WITHIN THE PROPOSAL FOR THE WORK PERFORMED IN THIS CONTRACT. THIS WORK SHALL INCLUDE ALL TREE PROTECTION MEASURES NECESSARY FOR TREES AND SHRUBS WITHIN THE PROJECT LIMITS IDENTIFIED TO REMAIN, INCLUDING; TRIM AND/OR PRUNE BRANCHES, LIMBS, AND ROOTS; INSTALLATION AND MAINTENANCE OF PROTECTIVE FENCING; APPLICATION OF WATER AND FACILITIES NECESSARY TO MAINTAIN THE HEALTH OF THE SHRUB OR TREE; PROTECTION OF THE TREES FROM FLOODING, EROSION, OR EXCESSIVE SILTING RESULTING FROM DEWATERING OR INTERIM STORMWATER MANAGEMENT PRACTICES; REPAIR AND/OR REPLACE TREES DAMAGED BY CONSTRUCTION OPERATIONS; AND OTHER TREE PROTECTION MEASURES SPECIFIED IN THE CONTRACT DOCUMENTS.
10. DEMOLITION WORK: CONTRACTOR SHALL PREPARE ANY ADDITIONAL SKETCHES NEEDED TO OBTAIN DEMOLITION PERMITS(S), AND APPROVAL'S FROM ALL LOCAL AND STATE AGENCIES. DEMOLITION WORK SHALL BE COMPLETED WITH CAREFUL CONSIDERATION OF THE EXISTING TREES THAT ARE TO BE PRESERVED. THE CONTRACTOR IS RESPONSIBLE FOR THE REPLACEMENT OF ANY DAMAGED OR PLANTED TREES THAT ARE DEEMED UNACCEPTABLE FOR PRESERVATION BY THE ENGINEER.
11. THIS PLAN SHEET IS NOT TO BE CONSIDERED ALL INCLUSIVE FOR CLEARING, DEMOLITION, ABANDONMENT, AND RELOCATION WORK. THE CONTRACTOR SHALL COORDINATE WITH WORK SPECIFIED ON THE SITE PLAN, PAVING, GRADING, AND UTILITIES PLANS, ELECTRICAL PLANS, AND ALL OTHER CONTRACT DOCUMENTS.
12. CONSTRUCTION ACTIVITIES SHALL ONLY BE ALLOWED DURING THE HOURS OF 7:00 A.M. TO 7:00 P.M., MONDAY THROUGH FRIDAY, AND 8:00 A.M. TO 5:00 P.M. ON SATURDAY AND SUNDAY.

SHEET	DESCRIPTION	DATE
1	REV. SITE ADDRESS	03/16/25
2	REV. PER IRC & COS COMM.	09/04/25

DRAWN: S.W.S.
CHECKED: S.W.S.
SCALE: 1" = 30'-0"
DATE: 10/23/2024

THE ARCHITECT AND THE CONSULTANTS SHALL NOT BE RESPONSIBLE FOR BUILDING DESIGN OR CONSTRUCTION PERFORMED ON THE BASIS OF THESE PLANS AND SPECIFICATIONS WHICH ARE MODIFIED WITHOUT THE WRITTEN AUTHORIZATION OF THE ARCHITECT AND THE CONSULTANTS. THE ARCHITECT AND THE CONSULTANTS SHALL NOT BE RESPONSIBLE FOR UNAUTHORIZED USE OF THESE PLANS.

SCHULKE, BITTLE & STODDARD, L.L.C.
CIVIL & STRUCTURAL ENGINEERING • LAND PLANNING • ENVIRONMENTAL PERMITTING
1717 INDIAN RIVER BOULEVARD, SUITE 201
VERO BEACH, FLORIDA 32960
TEL 772 / 770-9622 FAX 772 / 770-9498 EMAIL info@sbsengineers.com

EXISTING SITE CONDITIONS

AMERON BOAT & RV STORAGE
SEBASTIAN BLVD.
SEBASTIAN, FL
INDIAN RIVER COUNTY

STORMWATER CERTIFICATION
DATE
SHEET
C-200
PROJECT NO.
18-143

Headquarters
2345 U.S. Highway 1
Suburbia, FL. 32958
Orlando
723 Progress Way
Sanford, FL. 32771

KSM ENGINEERING AND TESTING

MailBag
P.O. Box 78-3377
Suburbia, FL. 32978
Phone: 772-569-9712
C.A. # 5655
KSMeng@mailbag.net

November 27, 2024

Ameron Homes
P.O. Box 780674
Sebastian, FL 32978

Re: Brogrono Storage
Sebastian Boulevard
Sebastian, Florida
KSM Project #: 2402043-p

To whom it may concern:

As requested, KSM Engineering & Testing has performed a subsurface investigation at the above referenced site. The intent of our investigation was to estimate aquifer parameters at specific test locations. Presentation of the data gathered during the investigation is included in this report.

Scope of Work and Professional Service Agreement:

The scope of work and the agreement to perform a geotechnical exploration is contingent upon KSM's September 09, 2024, proposal to Schulke, Bittle, Stoddard, LLC. In care of Mr. Joseph Schulke, P.E. The agreement was signed by Mr. William Brogrono on October 31, 2024, and was returned to KSM thereafter.

Site Description:

Location & Physiography – The project site is located in Indian River County, Florida at the corner of Ashbury Boulevard and Sebastian Boulevard. At the time of drilling, the site was found to be fairly flat. Vegetation on the site consisted mostly of surface ground cover vegetation and many trees.

Project Description:

The following information is based, in part, on our review of the Site plan sheet, which was provided to KSM by Schulke, Bittle, Stoddard, LLC, dated October 23, 2024. If this document has been superseded, or if any changes have been made to this plan sheet, please contact KSM to submit the current plan sheets, so we can make any adjustments and revise this report, if and as necessary. Brief summaries of the developmental features shown on the plans are described below.

Stormwater Retention – Retention basin areas are proposed to be installed throughout the site.

The scope of our study consisted of the following tasks:

1. Performed soil borings within the approximate locations indicated by the client.
2. Measured the depth to the surface of the groundwater body at each boring.
3. Performed in-field "Unsuit Open Hole Test" procedures at the boring locations.
4. Collected soil samples necessary to estimate aquifer parameters.
5. Reviewed the soil samples and field soil boring logs (by a geotechnical engineer) in our laboratory and assigned analytical laboratory testing to selected samples.
6. Performed the assigned analytical laboratory tests on the selected soil samples.
7. Reviewed the publicly available USDA Soil Survey information for the site.
8. Evaluated the discovered subsurface conditions with respect to the proposed project and prepared estimated aquifer parameters for the tested locations.
9. Prepared this report to document our findings.

Site Investigation:

Subsurface Testing – KSM's site investigation program consisted of performing the following exploration operations and field tests:

- Four (4) SPT borings, denoted as PB, terminated at an approximate depth of 20 feet below the existing ground surface, which were performed within the limits of the proposed stormwater management areas.

SPT Borings – The SPT borings were performed in general accordance with procedures described in ASTM D 1586, A standard 1.5-inch Inner Diameter (I.D.), 2-inch Outer Diameter (O.D.) split-spoon sampler is driven into the soil by successive blows of a 140-pound hammer freely falling 30 inches. The number of blows required to drive the sampler 1 foot, after seating 6 in., is designated the Penetration Resistance, or "N" value. At regular intervals, the sampler is extracted from the ground and opened to allow visual examination and classification of the retained soil sample.

SPT "N" Value Interpretation	
Relative Density	Automatic Hammer
Very Loose	0 – 3
Loose	3 – 8
Medium Dense	8 – 24
Dense	24 – 40
Very Dense	>40

Soil Classification – The field soil boring logs and recovered soil samples were transported to KSM's office from the project site. Following the completion of the field exploration activities, visual and tactile examination of the soil samples was performed by a geotechnical engineer to identify the engineering classification of the soil samples that were obtained in the field exploration. The visual classification of the samples was performed in general accordance with the current Unified Soil Classification System (ASTM D 2487).

General Subsurface Soil Classification Summary – The following table outlines the general subsurface conditions that were encountered during our investigation.
The records of the soils encountered, the penetration resistances, and groundwater levels are documented on the attached boring logs.

Generalized Soil Profile	
Approximate Depth Below Grade (Feet)	Discovered Subsurface Conditions
0 to 20	Loose to medium-dense sand and slightly silty sand

Analytical Laboratory Testing:

Natural Moisture Content – Testing was performed in general accordance with procedures described in ASTM D 2216-19.

Organic Content Tests – Testing was performed in general accordance with procedures described in ASTM D-2974.

The following tests were performed on the soils tested below:

Analytical Laboratory Testing Results				
Boring	Sample Depth (ft)	Soil Description	Moisture %	Organic Content %
PB-2	3-5	Dark Brown Slightly Silty Sand with Organics	27.5	22.9
PB-3	3.5-5	Dark Brown Sand	16.3	--
PB-3	5-8	Brown Sand	22.9	--
PB-3	11-12.5	Brown Sand	23.4	--
PB-3	16-17.5	Light Brown Sand	15.7	--
PB-4	0.92-5	Light Gray Sand	9.0	--

Estimated Aquifer Parameters:

Factor of Safety – KSM has not applied a factor of safety to the estimated aquifer parameters delineated within this report. The Engineer of Record is responsible for applying the appropriate factor(s) of safety to the estimated aquifer parameters contained within this report for use in their design.

In-Field Testing – At the test location, a Unsuit Condition Test was performed in general conformance with the South Florida Water Management District described procedures for the "Unsuit Open-Hole Test" method.

In-Field Testing – Estimated Aquifer Parameters		
Test Location (See Location Plan)	Approximate Test Depth (ft)	Hydraulic Conductivity (CFS/SF-Ft Head)
P-1	5'	7.3×10^{-4}
P-2	5'	4.4×10^{-4}
P-3	5'	2.5×10^{-4}
P-4	5'	6.5×10^{-4}

Laboratory Testing and Professional Judgement – Selected samples obtained from our site investigation were tested in our laboratory in general accordance with ASTM D2434, ASTM D1140-17 and ASTM C136.

Estimated Aquifer Parameters – Laboratory Testing & Professional Judgement								
Test Location	Stratum Depth Range (ft)	Horizontal Saturated Flow Rate (ft/day)	Vertical Saturated Flow Rate (ft/day) †	Cu	Cc	Fines Content (%)	Fineness Modulus	
P-1	0.0 – 1.0	18.4	11.0	2.59	0.92	3.4	1.51	
	1.0 – 5.0	26.8	18.0	1.93	0.94	1.0	1.08	
	5.0 – 8.0	12.0*	8.0	2.73	0.95	5.5	1.55	
P-2	0.0 – 3.0	16.8	11.0	2.59	0.92	3.4	1.51	
	3.0 – 6.0	2.7	1.5	2.73	0.98	5.8	1.55	
	6.0 – 20	15.0*	10.0	2.04	0.97	2.1	1.25	
P-3	0.0 – 3.5	4.0	2.0	2.59	0.92	3.4	1.51	
	3.5 – 5.0	20.1	13.5	2.62	0.99	1.3	1.31	
	5.0 – 16	15.0*	10.0	2.04	0.97	2.1	1.25	
	16 – 20	20.0*	13.0	2.24	0.94	0.5	1.59	
P-4	0.0 – 0.8	22.8	15.0	2.59	0.92	3.4	1.51	
	0.8 – 5.0	21.5	14.5	1.93	0.94	1.0	1.08	
	5.0 – 8.0	12.0*	8.0	2.73	0.95	5.5	1.51	
	8.0 – 20	15.0*	10.0	2.04	0.97	2.1	1.25	

*Estimation based, in part, on our review of the retrieved samples and our interpretation of laboratory results and SURVEY Special Publication SJRS-SP15, Correlation of Hydraulic Conductivity with Fineness by Weight Passing the U.S. No. 200 Sieve (Poorly Graded Fine Sands).

† Estimation; reduction of estimated horizontal saturated flow rate applied.

NRCS Sutficial Soil Information – Mapping of this area of Florida, performed by the USDA, Natural Resources Conservation Service (NRCS), indicates that the following USDA soil mapping units were identified:

- 12–Archbold sand, 0 to 5 percent slopes
- 21–Pomello sand, 0 to 5 percent slopes

Seasonal Groundwater Fluctuation – The following table delineates the observed groundwater surface depths, together with the estimated normal wet season and normal dry season water table depths (below existing grade) for the test location. This estimate is based upon our interpretation of existing site conditions and a review of the USDA, NRCS Soil Survey.

Water Table Observations			
Test Location (See Location Plan)	Depth (feet) Below Existing Grade		
	Observed Water Table	Estimated Wet Season Water Table	Estimated Dry Season Water Table
P-1, PB-1	4.2' Below Grade	2.7' Below Grade	5.7' Below Grade
P-2, PB-2	4.7' Below Grade	2.9' Below Grade	5.9' Below Grade
P-3, PB-3	2.9' Below Grade	2.4' Below Grade	5.4' Below Grade
P-4, PB-4	4.4' Below Grade	2.5' Below Grade	5.5' Below Grade

*Absent a land surface elevation survey, we have assumed that borings that featured deeper groundwater surface depths are considered likely to have been drilled at locations where the land surface altitude was above those boring locations that features shallower groundwater surface depth measurements.

Hydrologic Soil Group (HSG) Classification and Estimated Fillable Porosity – The HSG classification was estimated based on our interpretation of the estimated aquifer parameters at the time of our investigation and guidance provided by the USDA National Engineering Handbook. KSM has estimated the fillable porosity of the soils above the estimated wet season water table.

HSG and Estimated Fillable Porosity		
Location	HSG	Fillable Porosity
P-1	A	30%
P-2	A	30%
P-3	B	30%
P-4	A	30%

Closure:

Recommendations and Opinions – The Designated Engineer of Record should attach this report to the Final Report that is part of the Permit.

The estimated aquifer parameters are based, in part, on our understanding of published peer reviewed resources and our interpretations and evaluations of the discoveries of our site investigation and lab results. If additional geotechnical parameters or recommendations are desired, please contact our office. Upon request KSM will provide a scope and fee for any requested additional services.

Standard of Care - This report has been prepared in accordance with generally accepted soil and foundation engineering practices based on the results of the test borings and the assumed loading conditions. The procedural standards noted in this report are in reference to methodology in general. In some cases, variations to methods were applied because of local practice or professional judgement. No warranties, either expressed or implied, are intended or made. This report does not reflect any variations which may occur between the borings. If variations appear evident during the course of construction, it would be necessary to re-evaluate the recommendations of this project.

Limitations - Environmental conditions, wetland delineation, karst activity, water quality, and municipal requirements are not a part of this report.

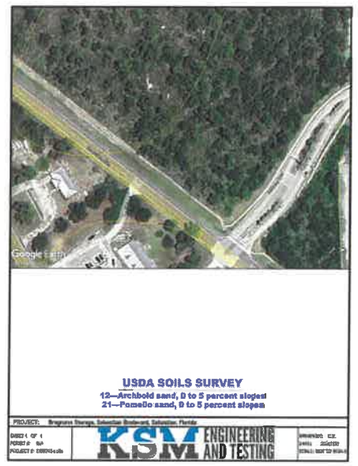
We are pleased to have been of assistance to you in this phase of your project. When we may be of further service to you or should you have any questions, please feel free to contact the office.

Respectfully,

Digitally signed by Julie Keller
Date: 2025.01.23 15:35:02 -05'00'

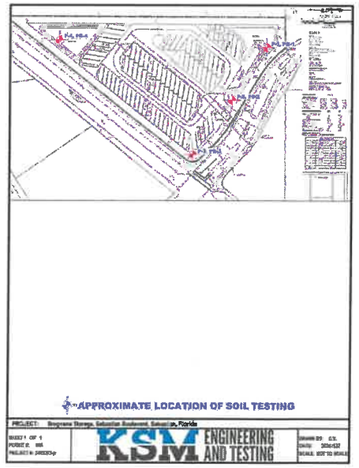
Julie E. Keller, P.E
President
Florida Lic. No. 58366

JEK/tv
Email to: ameronit@aol.com; jschulke@sbseengineers.com; bkehr@sbseengineers.com; admin1@sbseengineers.com



USDA SOILS SURVEY
12—Archbold sand, 0 to 5 percent slopes
21—Pomello sand, 0 to 5 percent slopes

PROJECT: Brogrono Storage, Sebastian Boulevard, Sebastian, Florida
KSM ENGINEERING AND TESTING



APPROXIMATE LOCATION OF SOIL TESTING

PROJECT: Brogrono Storage, Sebastian Boulevard, Sebastian, Florida
KSM ENGINEERING AND TESTING

BORING NUMBER PB-1
PAGE 1 OF 1

CLIENT Ameron Homes — PROJECT NAME Brogrono Storage
PROJECT NUMBER 2402043-p — PROJECT LOCATION Ashworth Boulevard, Sebastian, Florida
DATE STARTED 11/20/24 — COMPLETED 11/20/24 — GROUND ELEVATION
DRILLING CONTRACTOR — GROUND WATER LEVELS:
DRILLING METHOD SPT Automatic Hammer — ▽ AT TIME OF DRILLING 4.2 ft
LOGGED BY NOAH — ▽ AT END OF DRILLING 4.2 ft
NOTES See Attached Location Plan

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE	BLOW COUNTS (N VALUE)	REC (%)	POCKET PEN. (tsf)	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	% PASSING #200
		Grey Sand with Traces of Roots		3-2-3 (5)						
2		Light Grey Sand		3-3-3 (6)						
				5-8-10 (18)						
4		Dark Brown Slightly Silty Sand		3-4-5 (10)						
		Brown Sand		5-4-6 (10)						
6				7-9-9 (18)						
				4-8-10 (18)						
8				5-7-9 (16)						
				6-7-9 (16)						
10		Bottom of borehole at 20.0 feet.								

BORING NUMBER PB-2
PAGE 1 OF 1

CLIENT Ameron Homes — PROJECT NAME Brogrono Storage
PROJECT NUMBER 2402043-p — PROJECT LOCATION Sebastian Boulevard, Sebastian, Florida
DATE STARTED 11/20/24 — COMPLETED 11/20/24 — GROUND ELEVATION
DRILLING CONTRACTOR — GROUND WATER LEVELS:
DRILLING METHOD SPT Automatic Hammer — ▽ AT TIME OF DRILLING 4.7 ft
LOGGED BY NOAH — ▽ AT END OF DRILLING 4.7 ft
NOTES See Attached Location Plan

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE	BLOW COUNTS (N VALUE)	REC (%)	POCKET PEN. (tsf)	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	% PASSING #200
		Grey Sand with Traces of Roots		1-1-3 (4)						
2		Dark Brown Slightly Silty Sand with Roots		3-3-4 (7)						
				3-3-3 (6)						
4		Dark Brown Slightly Silty Sand		4-5-6 (11)						
		Brown Sand		6-7-9 (16)						
6				4-6-10 (16)						
				5-6-7 (13)						
8				5-4-5 (9)						
				5-4-7 (11)						
10		Bottom of borehole at 20.0 feet.								

BORING NUMBER PB-3
PAGE 1 OF 1

CLIENT Ameron Homes — PROJECT NAME Brogrono Storage
PROJECT NUMBER 2402043-p — PROJECT LOCATION Ashworth Boulevard, Sebastian, Florida
DATE STARTED 11/20/24 — COMPLETED 11/20/24 — GROUND ELEVATION
DRILLING CONTRACTOR — GROUND WATER LEVELS:
DRILLING METHOD SPT Automatic Hammer — ▽ AT TIME OF DRILLING 3.9 ft
LOGGED BY NOAH — ▽ AT END OF DRILLING —
NOTES See Attached Location Plan

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE	BLOW COUNTS (N VALUE)	REC (%)	POCKET PEN. (tsf)	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	% PASSING #200
		Grey Sand with Traces of Roots		3-4-5 (9)						
2		Light Grey Sand		4-5-7 (12)						
		Dark Brown Sand		4-12-9 (21)						
4				4-4-4 (8)						
				5-4-4 (8)						
6		Brown Sand		5-4-8 (12)						
				5-5-6 (11)						
8		Light Brown Sand		4-4-6 (10)						
				4-5-6 (11)						
10		Bottom of borehole at 20.0 feet								

BORING NUMBER PB-4
PAGE 1 OF 1

CLIENT Ameron Homes — PROJECT NAME Brogrono Storage
PROJECT NUMBER 2402043-p — PROJECT LOCATION Sebastian Boulevard, Sebastian, Florida
DATE STARTED 11/20/24 — COMPLETED 11/20/24 — GROUND ELEVATION
DRILLING CONTRACTOR — GROUND WATER LEVELS:
DRILLING METHOD SPT Automatic Hammer — ▽ AT TIME OF DRILLING 4.4 ft
LOGGED BY NOAH — ▽ AT END OF DRILLING —
NOTES See Attached Location Plan

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE	BLOW COUNTS (N VALUE)	REC (%)	POCKET PEN. (tsf)	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	% PASSING #200
		Grey Sand with Traces of Roots		1-4-5 (9)						
2		Light Grey Sand		3-3-4 (7)						
				4-7-33 (37)						
4		Dark Brown Slightly Silty Sand		10-33-50 (83)						
		Brown Sand		10-34-19 (53)						
6				10-35-17 (52)						
				7-17-32 (49)						
8				6-6-8 (14)						
				6-8-8 (16)						
10		Bottom of borehole at 20.0 feet								

SCHULKE, BITTLE & STODDARD, L.L.C.
CIVIL & STRUCTURAL ENGINEERING • LAND PLANNING • ENVIRONMENTAL PERMITTING
1717 INDIAN RIVER BLVD. SUITE B-201, VERO BEACH, FLORIDA 32960
TEL 772 / 770-9622 FAX 772 / 770-9496 EMAIL info@sbseengineers.com

DRAWING REVISION	DATE

DRAWING	9 of 9
DESIGNED	J.W.S.
DRAWN	M.L.P.
CHECKED	J.W.S.
SCALE	1" = 30'-0"
DATE	10/23/2024

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY JOSEPH W. SCHULKE, P.E. 58366 ON 10/23/2024 ELECTRONICALLY SIGNED AND SEALED AND THE AUTHENTICATION CODE MUST BE VERIFIED ON ANY ELECTRONIC COPIES

AMERON BOAT & RV STORAGE
SEBASTIAN BLVD.
SEBASTIAN, FL
INDIAN RIVER COUNTY

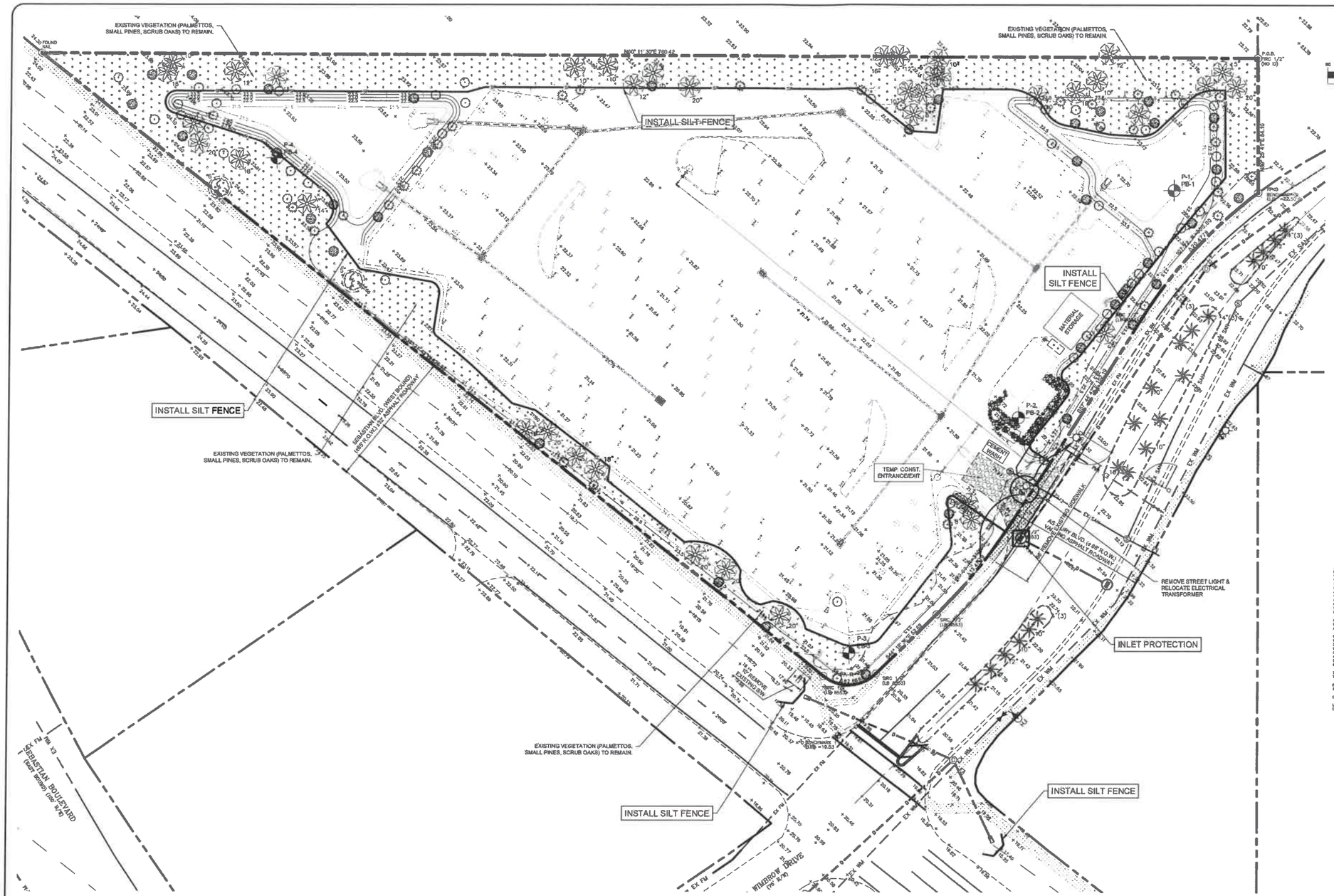
SOIL BORINGS
GEOTECHNICAL
REPORT

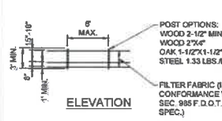
REGISTERED CERTIFICATES
☐ CA 26274 - C 035 0147
☐ FL CERT. NO. 58366
☐ GA PE 027717
☐ SC PE NO. 31746

DATE

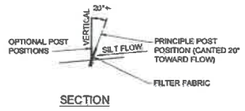
SHEET
C-201

PROJECT NO.
18-143


EXISTING VEGETATION (PALMETTOS, SMALL PINES, SCRUB OAKS) TO REMAIN.
INSTALL SILT FENCE
INSTALL SILT FENCE
INSTALL SILT FENCE
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EXISTING VEGETATION (PALMETTOS, SMALL PINES, SCRUB OAKS) TO REMAIN.
EXISTING VEGETATION (PALMETTOS, SMALL PINES, SCRUB OAKS) TO REMAIN.
TEMP. CONST. ENTRANCE/EXIT
REMOVE STREET LIGHT & RELOCATE ELECTRICAL TRANSFORMER
INLET PROTECTION
MATERIAL STORAGE
PERMIT WARN
SEBASTIAN BOULEVARD (SR 512) (100' R/W)
WIMBROOK DRIVE (70' R/W)
P-1
PB-1
P-2
PB-2
P-3
PB-3
P.O.B. PRC 1/2" (NO ID)
N00° 11' 30"E 760.42'
FOUND NAIL
EX FM
EX WM
EX SAN
EX UGE
EX OHP
EX TELE
EX CTV
EX GAS
EX SIGN
EX CB
EX INLET
EX MH
EX FH
EX WV
EX PIV
EX SAN MH
EX CLEANOUT
EX DRAINAGE EASEMENT
EX 15" RCP
EX 18" RCP
EX 24" RCP
EX 30" RCP
EX 36" RCP
EX 42" RCP
EX 48" RCP
EX 54" RCP
EX 60" RCP
EX 66" RCP
EX 72" RCP
EX 78" RCP
EX 84" RCP
EX 90" RCP
EX



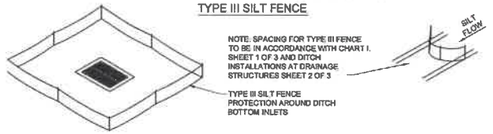
ELEVATION



SECTION

NOTES: SILT FENCE TO BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR STAKED SILT FENCE (L.F.)

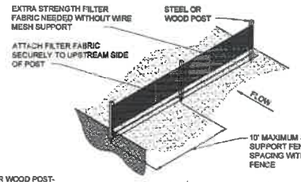
TYPE III SILT FENCE

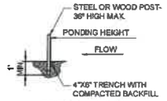


DO NOT DEPLOY IN A MANNER THAT SILT FENCES WILL ACT AS A DAM ACROSS PERMANENT FLOWING WATERCOURSES. SILT FENCES ARE TO BE USED AT UPLAND LOCATIONS AND TURBIDITY BARRIERS USED AT PERMANENT BODIES OF WATER.

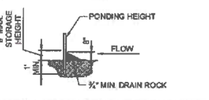
SILT FENCE APPLICATIONS-N.T.S.

NOTES:
1. SILT FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE PONDING EFFICIENCY.
2. INSPECT AND REPAIR FENCE AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN NECESSARY. 6" MAXIMUM RECOMMENDED STORAGE HEIGHT.
3. REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFF-SITE AND CAN BE PERMANENTLY STABILIZED.



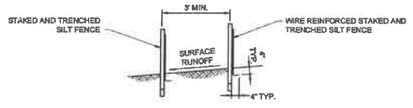


TRENCH DETAIL



INSTALLATION WITHOUT TRENCHING

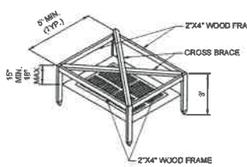
TYPE IV SILT FENCE-N.T.S.



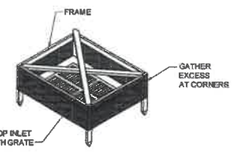
DOUBLE ROW STAKED SILT FENCE FOR USE AROUND WETLANDS-N.T.S.

COMPLETED INLET — DITCH BOTTOM INLET

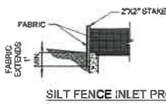
PROTECTION AROUND INLETS OR SIMILAR STRUCTURES



VIEW OF FRAME WITHOUT SILT FENCE



VIEW OF FRAME WITH SILT FENCE



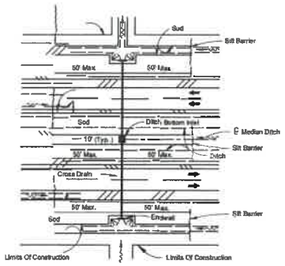
SILT FENCE INLET PROTECTION-N.T.S.

- All turbidity, erosion, and sedimentation controls shall be in accordance with 'Best Management Practices' as described in the Florida Land Development Manual: A Guide to Sound Land and Water Management.
- Reference F.D.O.T. Index #102.

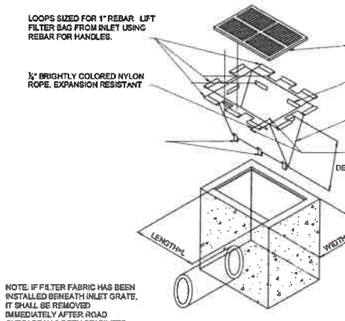
EROSION CONTROL DETAILS

N.T.S.

NOTES:
WETLAND PROTECTION PLAN
a. SILT FENCE MUST BE INSTALLED BY HAND ALONG SURVEYED CONSERVATION EASEMENT BOUNDARIES (AT TOE OF SLOPE-SEE SECTIONS EE,N,O) PRIOR TO CONSTRUCTION.
b. NO TURBID DISCHARGE TO WETLANDS IS PERMITTED.
c. ALL STOCKPILE AND/OR CONSTRUCTION STAGING AREAS MUST BE LOCATED 100 FT. FROM WETLANDS.

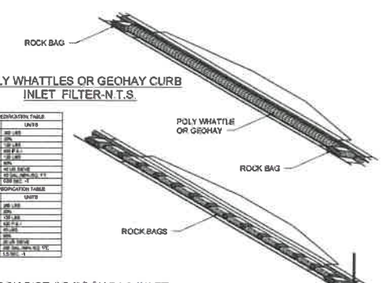


DITCH INSTALLATIONS AT DRAINAGE STRUCTURES



FILTER SACKS FOR GRATED INLETS AND STABILIZED ROADWAYS-N.T.S.

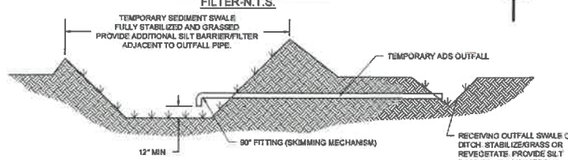
NOTE: IF FILTER FABRIC HAS BEEN INSTALLED BENEATH INLET GRATE, IT SHALL BE REMOVED IMMEDIATELY AFTER ROAD SURFACE HAS BEEN STABILIZED AND THE FILTER SACK SHALL BE IMMEDIATELY INSTALLED.



POLY WHATTLES OR GEOHAY CURB INLET FILTER-N.T.S.

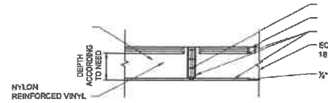
LOW TO MODERATE FLOW (SOTTO 2.5 GPM/SF) SPECIFICATION TABLE		
PROPERTIES	TEST METHOD	UNITS
GRAB TENSILE STRENGTH	ASTM D-4632	180 LBS
GRAB TENSILE ELONGATION	ASTM D-4632	15%
MULLEN BURST	ASTM D-3786	360 PSI
TRAPEZOID TEAR	ASTM D-4533	100 LBS
UV RESISTANCE	ASTM D-4355	90%
APPARENT OPENING SIZE	ASTM D-4751	#140 SIEVE
PERMEABILITY	ASTM D-4491	110 GPM/SQ. FT.
PERMITTIVITY	ASTM D-4491	1.5 SEC.-1
MODERATE TO HIGH FLOW (GEOTEX® 2.5 GPM/SF) SPECIFICATION TABLE		
PROPERTIES	TEST METHOD	UNITS
GRAB TENSILE STRENGTH	ASTM D-4632	265 LBS
GRAB TENSILE ELONGATION	ASTM D-4632	20%
MULLEN BURST	ASTM D-3786	530 PSI
TRAPEZOID TEAR	ASTM D-4533	140 LBS
UV RESISTANCE	ASTM D-4355	90%
APPARENT OPENING SIZE	ASTM D-4751	#70 SIEVE
PERMEABILITY	ASTM D-4491	80 GPM/SQ. FT.
PERMITTIVITY	ASTM D-4491	1.2 SEC.-1

SOCK-PIPE OR ROCK BAG INLET FILTER-N.T.S.



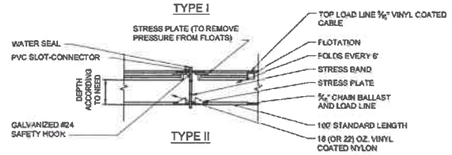
TEMPORARY ADS OUTFALL N.T.S.

TYPE I. DOT FOR WATERS WITH LOW CURRENTS (NO MORE THAN ONE FOOT PER SECOND) AND LIGHT WINDS: LAKES, PONDS, SMALL STREAMS, MARSHES. FLEXIBLE TOP FLOTATION SECTION WITH ENCAPSULATED EPS FOAM FLOTATION LOGS (8"X8"X4')



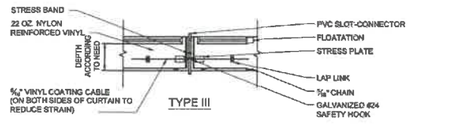
TYPE I

TYPE 2. DOT FOR HIGHER CURRENT WATERS (UP TO FIVE FEET PER SECOND): DEEPER LAKES, STREAMS, INTERCOASTAL AND TIDAL AREAS. INCLUDES AN ENCAPSULATED STEEL LOAD CABLE ALONG TOP OF BARRIER AND 8"X8"X4" FLOTATION LOGS. WEAR STRESS POINTS ARE REINFORCED WITH SHIELDS.



TYPE II

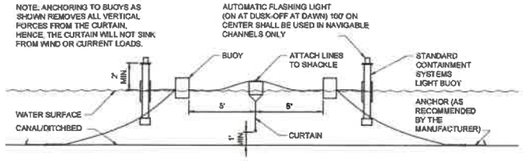
TYPE 3. DOT IS SIMILAR TO TYPE 2, DOT EXCEPT THAT POLYPROPYLENE FILTER FABRIC IS PERMANENTLY INSERTED INTO THE BARRIER SKIRT TO MEET SOME STATES' SPECIFICATIONS.



TYPE III

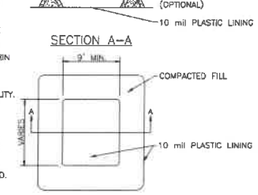


BLOW-UP OF SHACKLE CONNECTION

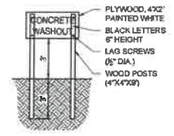


ORIENTATION WHEN INSTALLED (TIDAL SITUATION-TYPE III)-N.T.S.

NOTES:
1. ACTUAL LAYOUT DETERMINED IN THE FIELD.
2. THE CONCRETE WASHOUT SIGN SHALL BE INSTALLED WITHIN 30' OF THE TEMPORARY CONCRETE WASHOUT FACILITY.
3. A ROLL OFF CONTAINER SPECIFICALLY MANUFACTURED FOR CONCRETE AND STUCCO WASHOUT MAY BE SUBSTITUTED.



PLAN
TYPE "ABOVE GRADE" WITH COMPACTED FILL

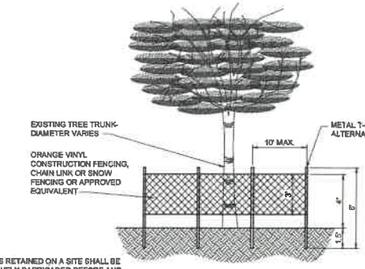


CONCRETE WASHOUT SIGN DETAIL (OR EQUIVALENT)

CONCRETE & STUCCO WASTE MANAGEMENT-N.T.S.

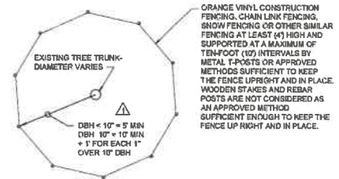


STAPLE DETAIL

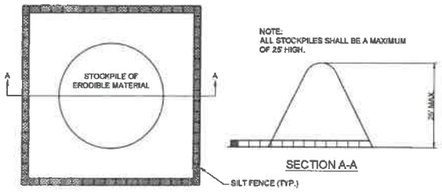


ELEVATION

NOTES:
1. ALL TREES RETAINED ON A SITE SHALL BE PROTECTIVELY BARRICADED BEFORE AND DURING CONSTRUCTION ACTIVITIES.
2. UNDERGROUND UTILITY LINES SHALL BE ROUTED AROUND EXISTING TREES TO THE OUTSIDE OF THE DRIPLINE WHERE ABLE.
3. INSTALLATION OF FENCES AND WALLS SHALL TAKE INTO CONSIDERATION THE ROOT SYSTEMS OF EXISTING TREES.
4. FENCE/BARRICADE SHALL BE INSTALLED AT PERIMETER OF ALL TREES OR GROUP OF TREES TO BE PRESERVED. FENCE SHALL BE MAINTAINED DURING CONSTRUCTION.
5. DO NOT PARK HEAVY EQUIPMENT ON TREE ROOTS. DO NOT ADD FILL 4" TO 8" AROUND TREE. ALL WORK WITHIN THE CRZ MUST BE DONE BY HAND.
6. FOR HISTORIC TREES AND TREES GREATER THAN TEN INCHES DBH, PROTECTIVE BARRICADES SHALL BE PLACED AT A MINIMUM DISTANCE OF TEN FEET FROM THE BASE OF EACH TREE TO BE PROTECTED PLUS AN ADDITIONAL ONE FOOT FOR EACH ADDITIONAL INCH DBH GREATER THAN TEN INCHES.



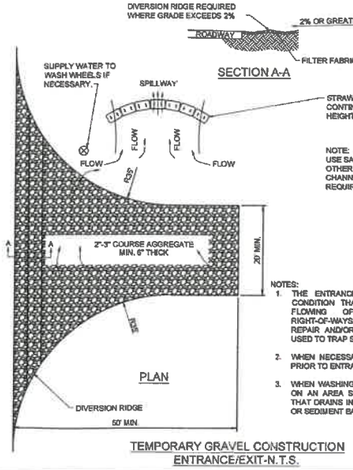
PLAN
PROTECTIVE FENCING FOR TREES-N.T.S.



SECTION A-A

NOTE:
FOR STOCKPILING ERODIBLE MATERIAL FOR EXTENDED PERIODS, THE AREA SHALL BE SEEDED AND MULCHED

SEDIMENT CONTROL DETAIL FOR STOCKPILING OF ERODIBLE MATERIAL-N.T.S.



NOTES:
1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAYS.THIS MAY REQUIRE TOP DRESSING, REPAIR, AND/OR CLEAN OUT OF ANY MEASURES USED TO TRAP SEDIMENT.
2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.
3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.

TEMPORARY GRAVEL CONSTRUCTION ENTRANCE/EXIT-N.T.S.

EROSION CONTROL AND DEWATERING NOTES
1. SEDIMENT BARRIERS AND TRAPS, PERIMETER DIKES, SEDIMENT BARRIERS AND OTHER MEASURES INTENDED TO TRAP SEDIMENT SHALL BE CONSTRUCTED AS A FIRST STEP IN ANY LAND-DISTURBING ACTIVITY AND SHALL BE MADE FUNCTIONAL BEFORE UPSLOPE LAND DISTURBANCE TAKES PLACE.
2. ALL SEDIMENT CONTROL MEASURES ARE TO BE ADJUSTED TO MEET FIELD CONDITIONS AT THE TIME OF CONSTRUCTION AND BE CONSTRUCTED PRIOR TO ANY GRADING OR DISTURBANCE OF EXISTING SURFACE MATERIAL ON BALANCE OF SITE. PERIMETER SEDIMENT BARRIERS SHALL BE CONSTRUCTED TO PREVENT SEDIMENT ON TRASH FROM FLOWING OR FLOATING ON TO ADJACENT PROPERTIES AND WATERWAYS.
3. PERMANENT OR TEMPORARY SOIL STABILIZATION SHALL BE APPLIED TO DENUDED AREAS WITHIN SEVEN DAYS AFTER FINAL GRADE IS REACHED ON ANY PORTION OF THE SITE. TEMPORARY SOIL STABILIZATION SHALL BE APPLIED WITHIN SEVEN DAYS TO DENUDED AREAS THAT MAY BE AT FINAL GRADE BUT WILL REMAIN UNDISTURBED FOR LONGER THAN 30 DAYS. PERMANENT STABILIZATION SHALL BE APPLIED TO AREAS THAT ARE TO BE LEFT UNDISTURBED FOR MORE THAN ONE YEAR.
4. EFFECTIVE SEDIMENT CONTROLS SHALL BE PROVIDED FOR ALL DREDGING AND FILLING ACTIVITIES AND MAINTAINED UNTIL PERMANENT REVEGETATION AND STABILIZATION IS COMPLETED. THE APPLICANT IS RESPONSIBLE FOR THE TEMPORARY EROSION AND SEDIMENT CONTROL AND PERMANENT STABILIZATION OF ALL SOIL STOCKPILES ON SITES AS WELL AS SOIL INTENTIONALLY TRANSPORTED FROM THE PROJECT SITE.
5. A PERMANENT VEGETATIVE COVER SHALL BE ESTABLISHED ON DENUDED AREAS NOT OTHERWISE PERMANENTLY STABILIZED.
6. AFTER ANY CONSTRUCTION ACTIVITY, SEDIMENT CONTROL STRUCTURES WILL BE INSPECTED FOR INTEGRITY. ANY DAMAGES FOUND SHALL BE CORRECTED IMMEDIATELY.
7. CONCENTRATED RUNOFF SHALL NOT FLOW DOWN CUT OR FILL SLOPES UNLESS CONTAINED WITHIN AN ADEQUATE TEMPORARY OR PERMANENT CHANNEL, FLUME OR SLOPE DRAIN STRUCTURE.
8. SEDIMENT WILL BE PREVENTED FROM ENTERING ANY STORM DRAIN SYSTEM, DITCH, OR CHANNEL. ALL STORM SEWER INLETS THAT ARE MADE OPERABLE DURING CONSTRUCTION SHALL BE PROTECTED SO THAT SEDIMENT-LADEN WATER CANNOT ENTER THE CONVEYANCE SYSTEM WITHOUT FIRST BEING FILTERED OR OTHERWISE TREATED TO REMOVE SEDIMENT.
9. WHEN WORK IN A LIVE WATERCOURSE IS PERFORMED, PRECAUTIONS SHALL BE TAKEN TO MINIMIZE ENCROACHMENT, CONTROL SEDIMENT TRANSPORT AND STABILIZE THE WORK AREA TO THE GREATEST EXTENT POSSIBLE DURING CONSTRUCTION.
10. PERIODIC INSPECTION AND MAINTENANCE OF ALL SEDIMENT CONTROL STRUCTURES MUST BE PROVIDED TO ENSURE INTENDED PURPOSE IS ACCOMPLISHED. THE CONTRACTOR SHALL BE CONTINUALLY RESPONSIBLE FOR ALL SEDIMENT LEAVING THE PROPERTY. SEDIMENT CONTROL MEASURES SHALL BE IN WORKING CONDITION AT THE END OF EACH WORKING DAY.
11. WHERE CONSTRUCTION VEHICLE ACCESS ROUTES INTERSECT PAVED PUBLIC ROADS, PROVISIONS SHALL BE MADE TO MINIMIZE THE TRANSPORT OF SEDIMENT BY TRACKING ONTO THE PAVED SURFACE. WHERE SEDIMENT IS TRANSPORTED ONTO A PUBLIC ROAD SURFACE WITH CURBS AND GUTTERS, THE ROAD SHALL BE CLEANED THOROUGHLY AT THE END OF EACH DAY. SEDIMENT SHALL BE REMOVED FROM THE ROADS BY SHOVELING OR SWEEPING AND TRANSPORTED TO A SEDIMENT CONTROL DISPOSAL AREA. STREET WASHING SHALL BE ALLOWED ONLY AFTER SEDIMENT IS REMOVED IN THIS MANNER.
12. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN 30 DAYS AFTER FINAL SITE STABILIZATION OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED.
13. PROPERTIES AND WATERWAYS DOWNSTREAM FROM CONSTRUCTION SITES SHALL BE PROTECTED FROM SEDIMENT DEPOSITION AND EROSION.
14. EROSION CONTROL DESIGN AND CONSTRUCTION SHALL FOLLOW THE REQUIREMENTS IN INDEX NOS. 101, 102, AND 103 OF FOOT ROADWAY AND TRAFFIC DESIGN STANDARDS, AND THE DETAILS AND NOTES ON THE PLANS.
15. CONTRACTOR RESPONSIBLE FOR ALL SURFACE WATER DISCHARGES - RAINFALL RUNOFF OR DEWATERING ACTIVITIES.
16. CONTRACTOR MUST INCORPORATE ALL BMP'S NECESSARY TO MEET OR EXCEED STATE WATER QUALITY REQUIREMENTS.
17. THIS POLLUTION PREVENTION PLAN IS A MINIMUM GUIDELINE ONLY. ADDITIONAL BMP'S MAY BE NECESSARY AT CONTRACTORS EXPENSE.
18. NO TURBID DISCHARGES. TURBIDITY READINGS ARE REQUIRED ONCE A WEEK (BY THE CONTRACTOR) AND MUST BE REPORTED TO THE PROJECT ENGINEER. LOCATION SHALL BE DETERMINED BY THE ENGINEER.
19. DEWATERING ACTIVITIES:
A - DISCHARGE MUST NOT EXCEED STATE WATER QUALITY STANDARDS.
B - CONTRACTOR MUST HAVE A TRANSFERABLE/UNLIMITED CONSUMPTIVE USE PERMIT KNOWN AS A "NOTICED GENERAL PERMIT FOR SHORT TERM CONSTRUCTION DE-WATERING", UNLESS DE-WATERING ACTIVITIES WILL RESULT IN LESS THAN 100,000 GPD FOR 30 DAYS OR LESS.
C - NO HYDRAULIC PUMPS MAY BE USED FOR DE-WATERING UNLESS APPROVED BY THE WATER MANAGEMENT DISTRICT FOR THAT AREA.
DEWATERING EXISTING CONTAMINATED RETENTION AREAS (PONDS/LAKES) MAY BE EXEMPT FROM THIS CONDITION. CONTRACTOR TO CONFIRM WITH SUPPLIER.
D - NO TURBID DISCHARGE. TURBIDITY READINGS ARE REQUIRED ONCE A WEEK AND MUST BE REPORTED TO THE PROJECT ENGINEER.
20. NO CONTRACTOR SHALL OBTAIN GENERIC PERMIT FOR THE DISCHARGE OF PRODUCED GROUND WATER FROM ANY NON-CONTAMINATED SITE ACTIVITY:
A - BEFORE DISCHARGE OF PRODUCED GROUND WATER CAN OCCUR FROM THE SITE, ANALYTICAL TESTS ON SAMPLES OF THE PROPOSED UNTREATED DISCHARGE WATER SHALL BE PERFORMED TO DETERMINE IF CONTAMINATION EXISTS BY CONTRACTORS. IF NONE EXISTS, THE RESULTS SHALL BE SUBMITTED TO THE FDEP INDUSTRIAL WASTEWATER PERMITTING WITHIN ONE WEEK OF COMMENCEMENT OF DISCHARGE OF K.O.G. AU NAS, P.U. 10-1 MONUMENT BLVD. STE 102, ORANGE PK. 32003, WITH A LETTER NOTIFYING THE AGENCY THAT DE-WATERING ACTIVITIES WILL COMMENCE PURSUANT TO 62-621.300(2) F.A.C. AND THE SITE QUALIFIES FOR THE GENERIC PERMIT.
B - THE FACILITY IS AUTHORIZED TO DISCHARGE PRODUCED GROUND WATER FROM ANY NON-CONTAMINATED SITE ACTIVITY WHICH DISCHARGES BY A POINT SOURCE TO SURFACE WATERS OF THE STATE, AS DEFINED IN CHAPTER 62-620, F.A.C., ONLY IF THE REPORTED VALUES FOR THE PARAMETERS LISTED IN TABLE 1 DO NOT EXCEED ANY OF THE LISTED SCREENING VALUES.
C - MINIMUM REPORTING REQUIREMENTS FOR ALL ENCLOSED GROUND WATER DISCHARGES. THE EFFLUENT SHALL BE SAMPLED BY CONTRACTOR BEFORE THE COMMENCEMENT OF DISCHARGE, AGAIN WITHIN THIRTY (30) DAYS AFTER COMMENCEMENT OF DISCHARGE, AND THEN ONCE EVERY SIX (6) MONTHS FOR DURATION OF THE PROJECT TO MAINTAIN PERMIT COVERAGE UNDER THIS GENERIC PERMIT. SAMPLES TAKEN IN COMPLIANCE WITH THE PROVISIONS OF THIS PERMIT SHALL BE TAKEN PRIOR TO ACTUAL DISCHARGE OR MIXING WITH THE RECEIVING WATERS. THE EFFLUENT SHALL BE ANALYZED FOR THE PARAMETERS LISTED ON TABLE 1.
D - IF ANY OF THE ANALYTICAL TEST RESULTS EXCEED THE SCREENING VALUES LISTED IN TABLE 1, EXCEPT TOC, THE DISCHARGE IS NOT AUTHORIZED BY THIS PERMIT. IF T.O.C. IS EXCEEDED BECAUSE OF NATURALLY OCCURRING ORGANIC COMPOUNDS, THE RESULT AND EXPLANATION FOR THE HIGH READING MUST BE SUBMITTED TO THE FDEP FOR REVIEW AND ISSUANCE OF AN EXEMPTION.
E - IF ANY SCREENING VALUES (OTHER THAN TOC) EXCEED THE THRESHOLDS, THEN A GENERIC PERMIT CANNOT BE ISSUED, AND A SEPARATE INDIVIDUAL WASTEWATER PERMIT APPLICATION MUST BE SUBMITTED AT LEAST 90 DAYS PRIOR TO DATE OF DISCHARGE. THE ENGINEER OF RECORD MUST BE NOTIFIED IF THIS OCCURS.
21. THE CONTRACTOR SHALL OBTAIN A E.N.O.E. OF FLORIDA GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES. AND SHALL ADHERE TO ALL CONDITIONS OF THE PERMIT, INCLUDING INSPECTIONS, REPORTING, RECORD KEEPING AND CERTIFICATIONS.

	SCREENING VALUES FOR DISCHARGE INTO:	
Parameter	Fresh Waters	Coastal Waters
Total Organic Carbon (TOC)	15.0 mg/L	15.0 mg/L
pH, standard units	6.0-8.5	6.0-8.5
Total Recoverable Mercury	0.012 µg/L	0.025 µg/L
Total Recoverable Cadmium	8.3 µg/L	8.3 µg/L
Total Recoverable Copper	3.8 µg/L	2.9 µg/L
Total Recoverable Lead	0.03 mg/L	1.5 mg/L
Total Recoverable Zinc	85.0 µg/L	86.0 µg/L
Total Recoverable Chromium (Hex.)	11.0 µg/L	50.0 µg/L
Benzene	1.0 µg/L	1.0 µg/L
Naphthalene	100.0 µg/L	100.0 µg/L

NO.	BY	REVISION	DATE
1	KS	REV. PER COS COMM 10/9/25	11/13/25

THE CONTENT AND THE DESIGN CONCEPTS CONTAINED HEREIN ARE THE PROPERTY OF SCHULKE, BITTLE & STODDARD, L.L.C. AND SHALL NOT BE USED FOR ANY PURPOSE WHATSOEVER WITHOUT THE EXPRESS WRITTEN CONSENT OF SCHULKE, BITTLE & STODDARD, L.L.C.

DRAWN: KS | DESIGNED: J.W.S. | DETAILED: W.F. | CHECKED: J.W.S. | SCALE: 1" = 30'-0" | DATE: 10/23/2024

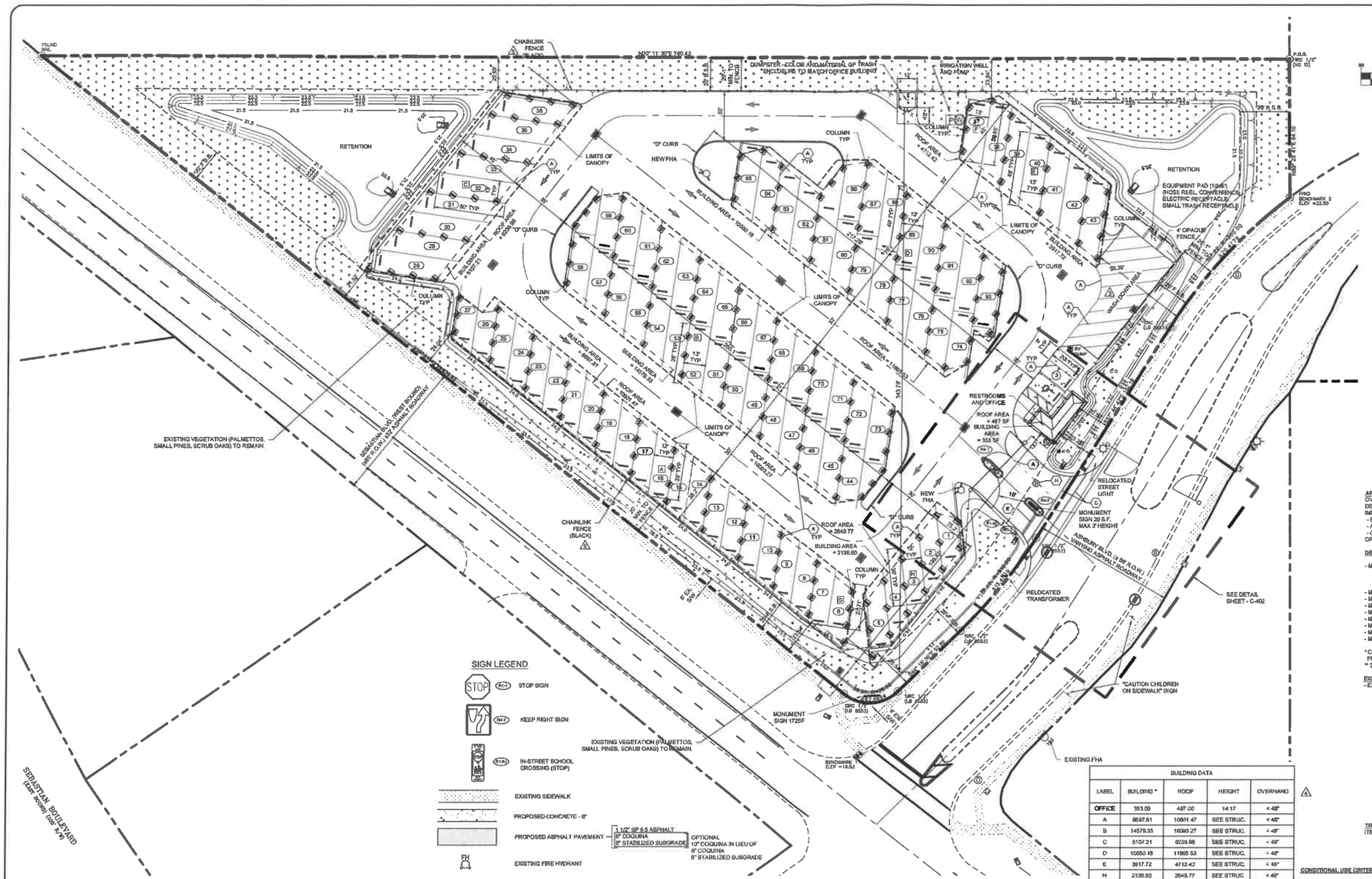
SCHULKE, BITTLE & STODDARD, L.L.C.
CIVIL & STRUCTURAL ENGINEERING · LAND PLANNING · ENVIRONMENTAL PERMITTING
CERTIFICATION OF AUTHORIZATION NO.: 00006688
1717 INDIAN RIVER BLVD., SUITE 201 VERO BEACH, FLORIDA 32960
TEL: 772.770-9622 FAX 772.770-9496 EMAIL info@sbsengineers.com

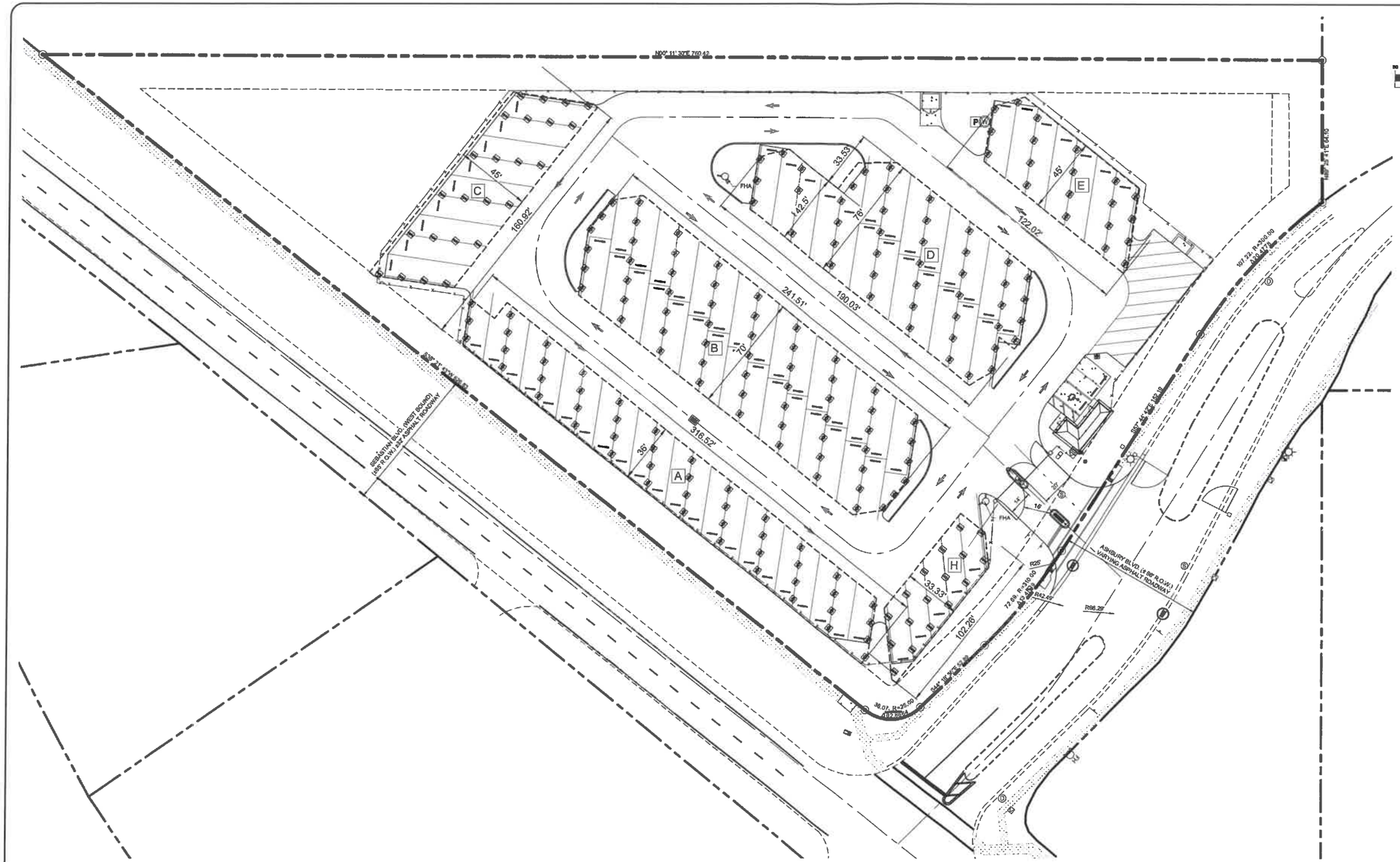
SWPPP DETAILS

AMERON BOAT & RV STORAGE
SEBASTIAN BLVD.
SEBASTIAN, FL.
INDIAN RIVER COUNTY

ENGINEER CERTIFICATION
JOSEPH W. SCHULKE
FLORIDA REG. NO. 47147
WILLIAM F. STODDARD
FLORIDA REG. NO. 17559
DATE:

SHEET C-301
PROJECT NO. 18-143


GRAPHIC SCALE
30 0 15 30 60 120
(IN FEET)
1 inch = 30 ft.
SITE DATA
OWNER:
WILLIAM BROGNANO
TODD BROGNANO
PO BOX 780874
SEBASTIAN, FL 32978
TEL: 772-589-1209
FAX: 772-589-1304
ENGINEER:
SCHULKE, BITTLE & STODDARD, LLC
1717 INDIAN RIVER BOULEVARD, SUITE 201
VERO BEACH, FLORIDA 32960
TEL: 772-770-9622
FAX: 772-770-9486
SURVEYOR:
CIVILSURV
444 4th LANE SW
VERO BEACH, FLORIDA 32962
TEL: 772-923-2244
PROPOSED USE
OUTSIDE STORAGE
STREET ADDRESS
45 ASHBURY BLVD.
SEBASTIAN, FL 32958
PROPERTY TAX ID NUMBERS
31390700000300000003.3
GROSS AREA
3.78 AC.
TOTAL DEVELOPED AREA
3.78 AC.
ZONING
CG/RIVERFRONT OVERLAY
LAND USE
COMMERCIAL GENERAL
FLOOD ZONE
THE PARCEL OF LAND SHOWN HEREON APPEARS TO BE IN FLOOD ZONE "X" PER FLOOD INSURANCE RATE MAP #12061C0111H, DATED 12/04/2012
CONSTRUCTION SCHEDULE/WORK TIME
- CONSTRUCTION START: 12/25
- CONSTRUCTION FINISH: 12/26
- CONSTRUCTION ACTIVITIES LIMITED TO:
MONDAY - FRIDAY: 7:00 AM - 7:00 PM
SATURDAY/SUNDAY: 8:00 AM - 5:00 PM
PARKING
REQUIRED:
- OFFICE: 353 SF
1 STALL/ 200 SF x 353 SF = 2 STALLS
PROVIDED
- (6) STD. STALLS (9'x20')
- (1) HANDICAPPED STALL (12'x20')
AREA CALCULATIONS:
* BUILDING AREA IS TO THE OUTSIDE WALL FACE OR TO OUTER FACE OF COLUMN.
OVERALL SITE AREA 163,699 SF (3.76 AC) 100.0%
DEVELOPABLE AREA 163,699 SF (3.76 AC) 100.0%
IMPERVIOUS 96,592 SF (2.22 AC) 59.0%
- BUILDING AREA 45,342 SF* (1.04 AC) 27.7%
- ASPHALT AREA 50,145 SF (2.16 AC) 30.6%
- CONCRETE AREA 1,105 SF (0.03 AC) 0.7%
OPEN SPACE 67,094 SF (1.54 AC) 41.0%
DEVELOPMENT PARAMETERS
CG
PROPOSED
- MINIMUM YARD SETBACKS:
- FRONT (NE, SE): 0' (20')* 20.0'
- SIDE (W): 5' (30')** 199.42'
- REAR (N): 10' (20')* 20.0'
- MAXIMUM BUILDING HEIGHT: 35' 16'
- MINIMUM LOT WIDTH: 75' N/A
- MINIMUM LOT DEPTH: 125' N/A
- MINIMUM LOT SIZE: 10,000 SF N/A
- MAXIMUM F.A.R.: 60% 0%
- MINIMUM OPEN SPACE: 20% 41.1%
- MAXIMUM BUILDING COVERAGE: 30% 27.7% (45342 SF)
- MAXIMUM IMPERVIOUS AREA: 80% 58.9%
* CONDITIONAL USE CRITERIA - OUTSIDE STORAGE USE SHALL HAVE 20' SETBACK FROM ALL PROPERTY LINES.
** 30' WHERE ADJ. TO RESIDENTIAL USE.
EXISTING SITE CONDITIONS
- EXISTING VEGETATION: OAKS, PALMS AND GRASS
PARKING STALL SCHEDULE
LABEL | SIZE | QUANTITY | COVERED
A | 12' x 35' | 21 | YES
B | 13' x 35' | 30 | YES
C | 13' x 50' | 9 | YES
D | 13' x 40' | 20 | YES
E | 13' x 45' | 6 | YES
F | 13' x 40' | 1 | YES
G | 12' x 28' | 1 | YES
H | 12' x 36' | 5 | YES
TOTAL | | 93 |
TRAFFIC GENERATION
ITE 151 - 35.43 ADT/AC x 2.22 AC* = 78 ADT
* UTILIZE AREA DEDICATED TO STORAGE USES.
CONDITIONAL USE CRITERIA (54-2-8.4.(2)a.ii) OUTDOOR STORAGE FACILITIES
1. ALL SETBACK OF THE RESPECTIVE ZONING DISTRICT SHALL BE USED EXCEPT IN NO CASE SHALL THE SETBACK BE LESS THAN 20 FEET.
- ALL STRUCTURES ARE SETBACK A MINIMUM OF 20 FEET
2. SCREENING:
(a) ALL SIDE AND REAR YARDS SHALL BE SCREENED IN ACCORDANCE WITH THE STANDARDS ESTABLISHED IN SECTION 54-3-14.18.
(b) INCREASED LANDSCAPE BUFFERS, EXCEPT FOR DRIVEWAYS AND SIGNAGE, OUTDOOR STORAGE FACILITIES SHALL HAVE A MINIMUM 20 FOOT-WIDE OPAQUE VEGETATIVE BUFFER ALONG ALL PROPERTY LINES, WITH ADDITIONAL PLANT MATERIALS IF NOT NATURALLY OPAQUE.
- SCREENING PROVIDED AS FOLLOWS:
- NORTH PL - 6 TREES & EXISTING VEGETATION - BUFFERS VARIES FROM 20' TO 30.7'
- WEST PL - 32 TREES & EXISTING VEGETATION - BUFFERS VARIES FROM 20' TO 25.7'
- NORTHEAST PL - 24 TREES & EXISTING VEGETATION - BUFFERS VARIES FROM 20' TO 24.3'
- SOUTHEAST PL - 31 TREES & EXISTING VEGETATION - BUFFERS VARIES FROM 20' TO 42.6'
3. AUTOMOBILES, TRUCKS AND RECREATIONAL VEHICLES MAY BE STORED IN DESIGNATED AREAS AS SHOWN ON THE APPROVED SITE PLAN. ALL OTHER PROPOSED OUTSIDE STORAGE SHALL BE REVIEWED AND APPROVED BY THE PLANNING AND ZONING COMMISSION.
- ALL DESIGNED STORAGE AREA ARE NUMBERED ON THE SITE PLAN.
4. ONE MANAGEMENT OFFICE MAY BE INCLUDED PROVIDED IT DOES NOT EXCEED 400 SQUARE FEET.
- MANAGEMENT OFFICE AREA IS 353 SQUARE FEET.
5. NO BUSINESS TAX RECEIPT OTHER THAN FOR THE MAIN USE (STORAGE) SHALL BE PERMITTED.
6. NO SALES, GARAGE SALES, MANUFACTURING OR REPAIR IS PERMITTED.
7. THERE SHALL NOT BE ANY STORAGE OF FLAMMABLE, TOXIC, HIGHLY COMBUSTIBLE OR OTHER HAZARDOUS MATERIALS OR SUBSTANCES.
BUILDING DATA
LABEL | BUILDING * | ROOF | HEIGHT | OVERHANG
OFFICE | 353.00 | 487.00 | 14.17 | < 48"
A | 8697.81 | 10801.47 | SEE STRUC. | < 48"
B | 14579.33 | 16093.27 | SEE STRUC. | < 48"
C | 5107.21 | 6235.96 | SEE STRUC. | < 48"
D | 10550.16 | 11865.53 | SEE STRUC. | < 48"
E | 3917.72 | 4712.42 | SEE STRUC. | < 48"
H | 2136.80 | 2849.77 | SEE STRUC. | < 48"
TOTAL | 45342 | 53048 | N/A | N/A
* BUILDING AREA IS TO THE OUTSIDE WALL FACE OR TO OUTER FACE OF COLUMN.
SIGN LEGEND
R1-1 STOP SIGN
R4-7 KEEP RIGHT SIGN
S1-1(C) IN-STREET SCHOOL CROSSING (STOP)
EXISTING SIDEWALK
PROPOSED CONCRETE - 6"
PROPOSED ASPHALT PAVEMENT — 1 1/2" SP 9.5 ASPHALT, 6" COQUINA, 8" STABILIZED SUBGRADE; OPTIONAL 10" COQUINA IN LIEU OF 6" COQUINA 8" STABILIZED SUBGRADE
EXISTING FIRE HYDRANT
PROPOSED FIRE HYDRANT
STORMWATER DRAINAGE MANHOLE
PROPOSED STORMWATER DRAINAGE STRUCTURE
SANITARY SEWER MANHOLE
WHEEL STOP
PROPERTY & ROW LINE
CHAINLINK FENCE
CANOPY COLUMN AND FOOTING - COORDINATE WITH STRUCTURAL PLANS
ELECTRICAL TRANSFORMER
CABLE TV BOX
CLEANOUT (C.O.)
EXISTING VEGETATION AND TREE PROTECTION BOUNDARY
STRIPING KEY
A = 6" SOLID WHITE
B = 6" DOUBLE WHITE
C = 12" SOLID WHITE
D = 18" SOLID WHITE
E = 24" SOLID WHITE
F = 6" SKIP WHITE TYP (10'-30')
G = 6" SKIP WHITE TYP (6'-10')
H = 6" SKIP WHITE TYP (2'-4')
I = 6" SOLID YELLOW
J = 18" SOLID YELLOW
K = 6" DOUBLE YELLOW
L = 6" SKIP YELLOW TYP (10'-30')
M = 6" SKIP YELLOW TYP (6'-10')
N = 6" SKIP YELLOW TYP (2'-4')
P = RPM MONO-DIRECTIONAL WHITE/MONO
Q = RPM BI-DIRECTIONAL AMBER/AMBER
R = FDP WHITE
S = FDP YELLOW
T = RPM BI-DIREC. WHITE/RED
NOTE: FDP DENOTES FLEXIBLE DELINEATOR POST.
FIRE DIVISION - SITE REQUIREMENTS
1. A 6 INCH NUMERICAL ADDRESS SHALL BE POSTED ON EACH BUILDING.
2. A 4 INCH NUMERICAL ADDRESS SHALL BE POSTED ON FRONT AND REAR ENTRY DOORS OF EACH UNIT.
3. MINIMUM 39' TURNING RADIUS IS PROVIDED. SEE SHEETS C-401, C-401A & C-401B.
4. A KNOX GATE ENTRY SYSTEM SHALL BE PROVIDED AND THE EMERGENCY SERVICES ACCESS SHALL BE LOCKED AND SECURED.
5. A FIRE HYDRANT IS PROPOSED TO BE CONSTRUCTED ON-SITE AND IS WITHIN 500' OF THE MOST REMOTE PART OF EACH BUILDING.
6. ALL BUILDINGS REQUIRE A KEY ACCESS BOX (KNOX).
7. BUILDINGS USING VERTICAL OR HORIZONTAL LIGHT-FRAME CONSTRUCTION IN ANY PORTION OF THE STRUCTURE SHALL BE MARKED WITH A SIGN AS REQUIRED BY FLORIDA STATE STATUTE 633.027 AND THE SIGN SHALL BE REQUIRED TO COMPLY WITH THE FLORIDA ADMINISTRATIVE CODE 69A-3.012 AND/OR 69A-60.0081. SIGN MUST BE 6 INCHES BY 6 INCHES.
GENERAL NOTES
1. ALL UTILITIES SHALL BE INSTALLED UNDERGROUND.
2. SEE PHOTOMETRIC PLAN BY OTHERS.
3. PROVIDE KNOX BOX ON BUILDING AND GATE
LEGAL DESCRIPTION
A PARCEL OF LAND LYING IN THE NORTHWEST ¼ OF SECTION 7, TOWNSHIP 31 SOUTH, RANGE 39 EAST, INDIAN RIVER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 7, RUN NORTH 89°29'41" EAST, ALONG THE NORTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 7, A DISTANCE OF 1142.47 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE RUN SOUTH 00°11'30" WEST, ALONG THE WEST LINE OF THE EAST 197.00 FEET TO THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 7, A DISTANCE OF 750.37 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 512, 100 FOOT RIGHT-OF-WAY; THENCE RUN NORTH 89°21'43" EAST, ALONG THE SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 626.53 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, THE RADIUS POINT WHICH BEARS NORTH 51°38'17" WEST, A DISTANCE OF 25.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A 25.00 FOOT RADIUS, A CENTRAL ANGLE OF 82°40'15" AND AN ARC DISTANCE OF 36.07 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 44°18'38" WEST, A DISTANCE OF 52.89 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 310.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°29'06", AN ARC DISTANCE OF 72.99 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 57°47'43" WEST, A DISTANCE OF 152.19 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 300 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°28'40", AN ARC DISTANCE OF 107.22 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 7; THENCE RUN SOUTH 89°29'41" WEST, ALONG THE NORTH LINE OF THE NORTHWEST ¼ OF SECTION 7, A DISTANCE OF 84.10 FEET TO THE POINT OF BEGINNING.
SEE DETAIL SHEET - C-402
"CAUTION CHILDREN ON SIDEWALK" SIGN
MONUMENT SIGN 172SF
EXISTING VEGETATION (PALMETTOS, SMALL PINES, SCRUB OAKS) TO REMAIN.
EXISTING FHA
EXISTING VEGETATION (PALMETTOS, SMALL PINES, SCRUB OAKS) TO REMAIN.
SEBASTIAN BOULEVARD (US#1) (80' R.O.W.) 100' R/W
SEBASTIAN BLVD. (WEST BOUND) (US#1) (80' R.O.W.) 82' ASPHALT ROADWAY
ASHBURY BLVD. (2 SB R.O.W.) 11' VARYING ASPHALT ROADWAY
CHAINLINK FENCE (BLACK)
CHAINLINK FENCE
RETENTION
DUMPSTER - COLOR AND MATERIAL OF TRASH ENCLOSURE TO MATCH OFFICE BUILDING
IRRIGATION WELL AND PUMP
RESTROOMS AND OFFICE
EQUIPMENT PAD (10'x8') (HOSE REEL, CONVENIENCE, ELECTRIC RECEPTACLE, SMALL TRASH RECEPTACLE
4' OPAQUE FENCE
RELOCATED TRANSFORMER
RELOCATED STREET LIGHT
WASH DOWN AREA
NEW FHA
"D" CURB
LIMITS OF CANOPY
COLUMN TYP
BUILDING AREA = 10550.16
BUILDING AREA = 8697.81
BUILDING AREA = 14579.33
BUILDING AREA = 5107.21
BUILDING AREA = 3917.72
BUILDING AREA = 2136.80
ROOF AREA = 10801.47
ROOF AREA = 16093.27
ROOF AREA = 6235.96
ROOF AREA = 11865.53
ROOF AREA = 4712.42
ROOF AREA = 2849.77
ROOF AREA = 487 SF
BENCHMARK ELEV =19.53
FOUND PKNL
SET 5/8" IRON ROD (NO ID)
P.O.B. IRC 1/2" (NO ID)
FOUND BENCHMARK_2 ELEV =23.50
SRC 1/2" (LB 8533)
SRC 4" (LB 8533)
SRC 4" (LB 8533)
SRC 4



GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

SITE DATA

OWNER
WILLIAM BROGNANO
TODD BROGNANO
PO BOX 780674
SEBASTIAN, FL 32978
TEL: 772-589-1299
FAX: 772-589-1304

ENGINEER:
SCHULKE, BITTLE & STODDARD, LLC
1717 INDIAN RIVER BOULEVARD, SUITE 201
VERO BEACH, FLORIDA 32960
TEL: 772-770-9622
FAX: 772-770-9496

SURVEYOR:
CIVILSURV
444 4th LANE SW
VERO BEACH, FLORIDA 32962
TEL: 772-323-2244

PROPOSED USE
OUTSIDE STORAGE

STREET ADDRESS
45 ASHBURY BLVD.
SEBASTIAN, FL 32958

PROPERTY TAX ID NUMBERS
31300700000300000083

GROSS AREA
3.76 AC.

TOTAL DEVELOPED AREA
3.76 AC.

ZONING
CC/RIVERFRONT OVERLAY

LAND USE
COMMERCIAL GENERAL

FLOOD ZONE
THE PARCEL OF LAND SHOWN HEREON APPEARS TO BE IN FLOOD ZONE "X" PER FLOOD INSURANCE RATE MAP #12061C0111H, DATED 12/04/2012

CONSTRUCTION SCHEDULE/WORK TIME
- CONSTRUCTION START: 12/25
- CONSTRUCTION FINISH: 12/26
- CONSTRUCTION ACTIVITIES LIMITED TO:
  MONDAY - FRIDAY: 7:00 AM - 7:00 PM
  SATURDAY/SUNDAY: 8:00 AM - 5:00 PM

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE NORTHWEST ¼ OF SECTION 7, TOWNSHIP 31 SOUTH, RANGE 39 EAST, INDIAN RIVER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 7, RUN NORTH 89°25'41" EAST, ALONG THE NORTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 7, A DISTANCE OF 1142.47 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE RUN SOUTH 00°11'30" WEST, ALONG THE WEST LINE OF THE EAST 197.00 FEET TO THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 7, A DISTANCE OF 760.37 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 512, 100 FOOT RIGHT-OF-WAY; THENCE RUN NORTH 38°21'43" EAST, ALONG THE SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 626.83 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, THE RADIUS POINT WHICH BEARS NORTH 51°38'17" WEST, A DISTANCE OF 25.00 FEET; THENCE LEAVING SAID RIGHT-OFWAY LINE, RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A 25.00 FOOT RADIUS, A CENTRAL ANGLE OF 82°40'19" AND AN ARC DISTANCE OF 36.07 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 44°18'36" WEST, A DISTANCE OF 62.89 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 310.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°26'09", AN ARC DISTANCE OF 72.68 FEET TO THE POINT OF TANGENCY, THENCE RUN NORTH 57°44'42" WEST, A DISTANCE OF 152.18 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 330 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 39°28'46", AN ARC DISTANCE OF 227.22 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 7; THENCE RUN SOUTH 89°25'41"WEST, ALONG THE NORTH LINE OF THE NORTHWEST ¼ OF SECTION 7, A DISTANCE OF 84.19 FEET TO THE POINT OF BEGINNING.

MARK	REVISION	DATE
1	REV SITE ADDRESS	03/18/25
2	REV PER IRC & CCS COMM.	09/04/25

DRAWING STATUS: PERMITTING
DESIGNED: J.W.S.
DRAWN: M.B.P.
CHECKED: J.W.S.
SCALE: 1" = 30'-0"
DATE: 10/23/2024

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SCHULKE, BITTLE & STODDARD, L.L.C.
CIVIL & STRUCTURAL ENGINEERING - LAND PLANNING - ENVIRONMENTAL PERMITTING
CERTIFICATION OF AUTHORIZATION NO.: 00008668
1717 INDIAN RIVER BLVD., SUITE 201 VERO BEACH, FLORIDA 32960
TEL: 772.770.9622 FAX: 772.770.9496 EMAIL: info@sbsengineers.com

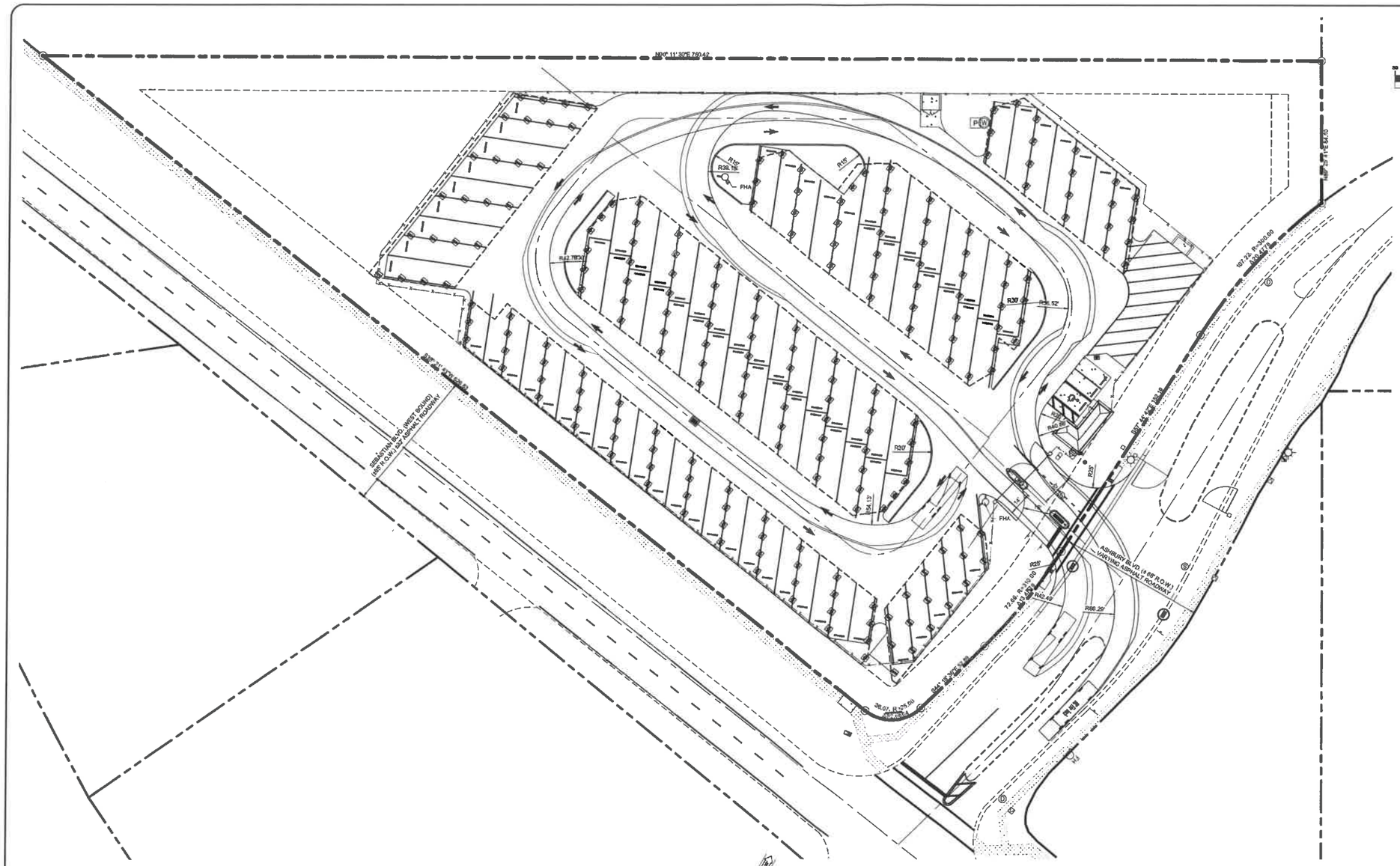
AMERON BOAT & RV STORAGE
SEBASTIAN BLVD.
SEBASTIAN, FL.
INDIAN RIVER COUNTY

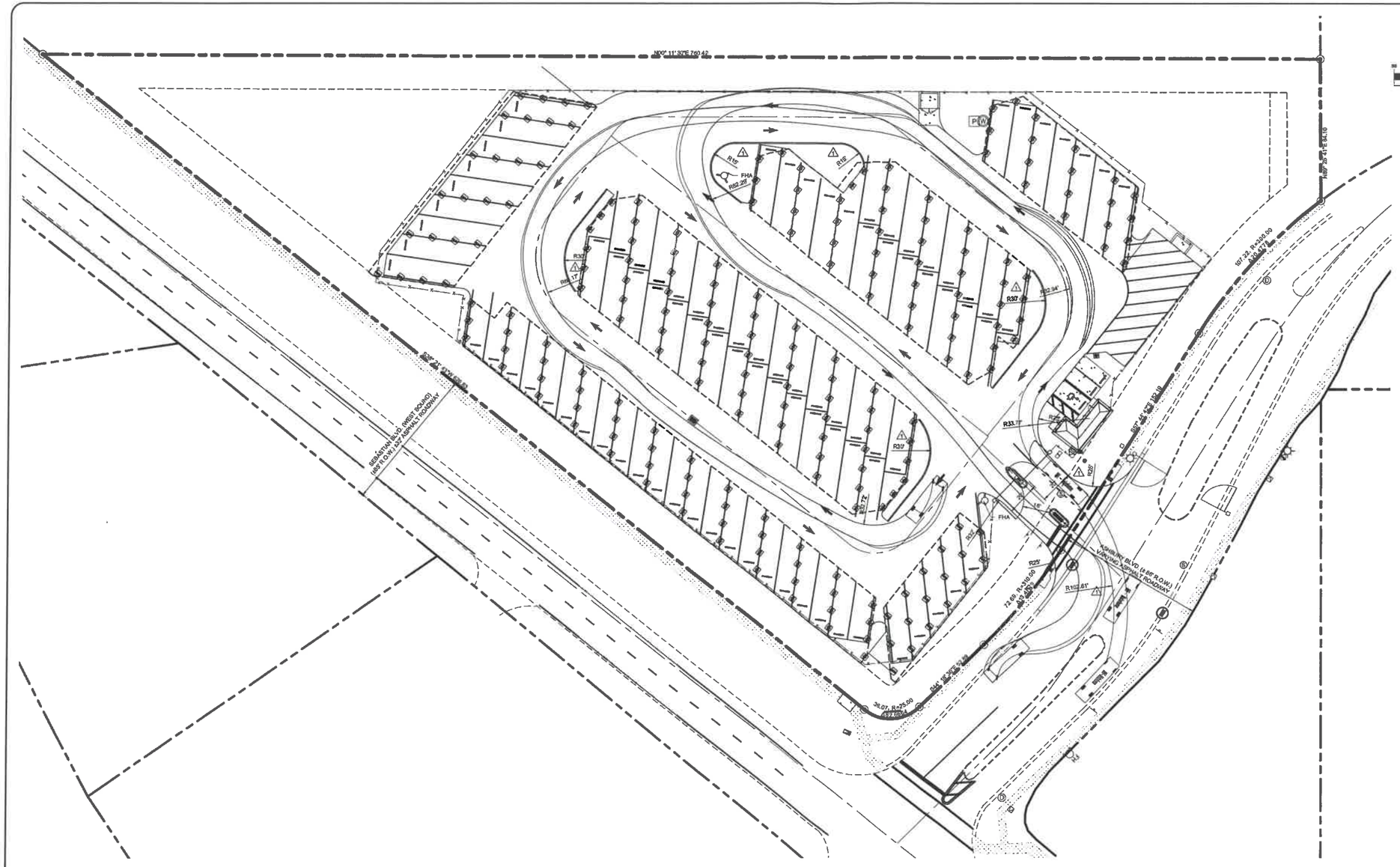
DIMENSIONAL PLAN

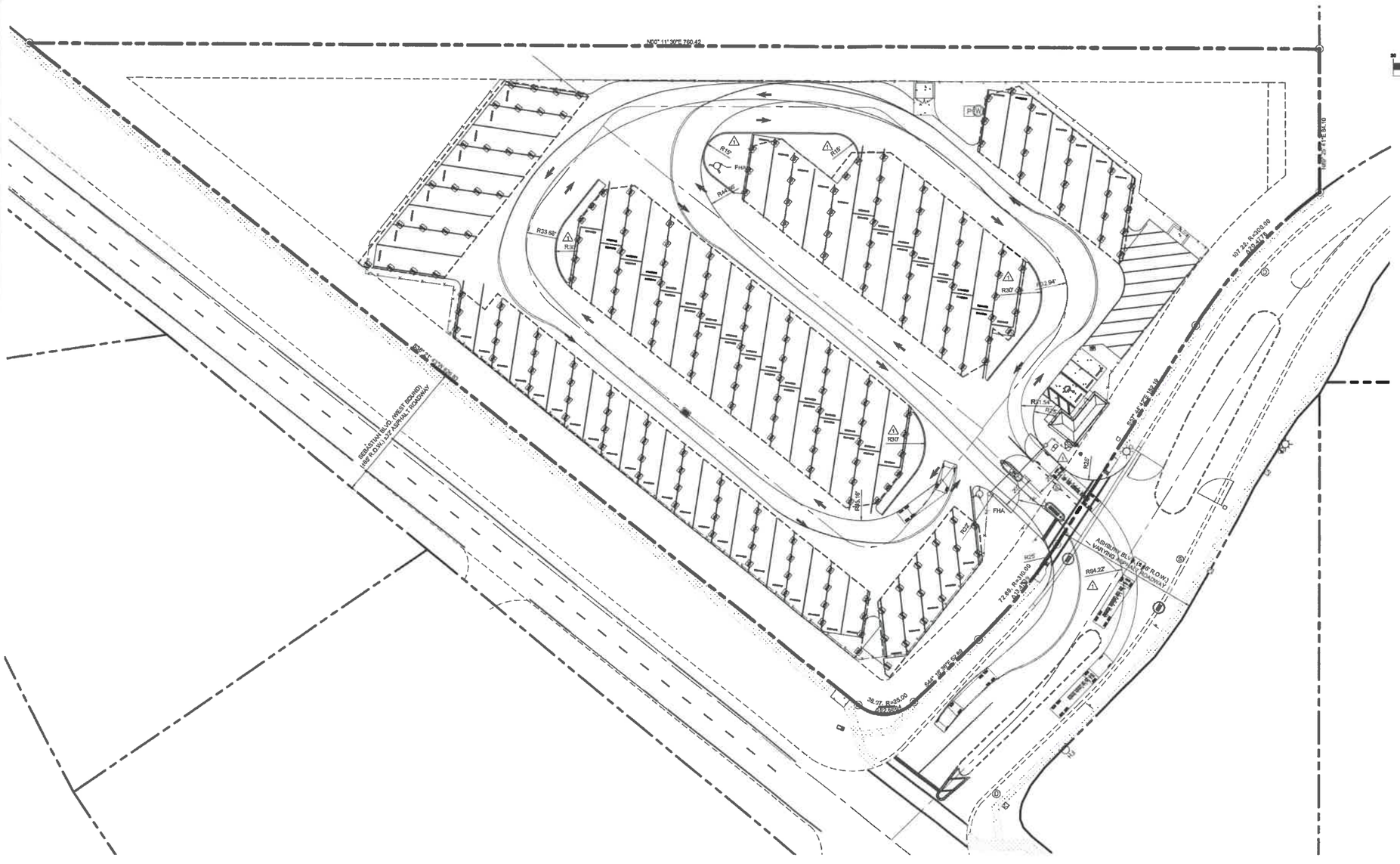
ENGINEER CERTIFICATION
DATE:

SHEET
C-400A

PROJECT NO.
18-143


MEAS 11°30'E 760.42'
SEBASTIAN BLVD. (WEST BOUND)
(66' R.O.W.) ASP HALT ROADWAY
ASHBURY BLVD. (4 66' R.O.W.)
VARYING ASPHALT ROADWAY
R15'
R30'
R25'
FHA
P.O.B.
P.O.C.
107.22' R=364.00'
Δ=16°52'18"
N 89°25'41" E 84.19'
S 89°25'41" W 84.19'
S 01°11'30" E 197.00'
N 01°11'30" W 197.00'
N 01°11'30" W 760.42'
S 01°11'30" E 760.42'
R=25.00'
Δ=90°00'00"
L=39.27'
R=325.00'
Δ=20°28'40"
L=116.14'
R=275.00'
Δ=20°28'40"
L=98.29'
R=25.00'
Δ=90°00'00"
L=39.27'
R=25.00'
Δ=90°00'00"
L=39.27'
R=25.00'
Δ=90°00'00"
L=39.27


N00° 11' 30"E 760.42'
SEBASTIAN BLVD. (WEST BOUND)
(66' R.O.W.) ASPHALT ROADWAY
S89° 25' 41"E 1142.47'
N89° 25' 41"E 84.10'
R15
R30
R25
R30.72
R30.77
R30.94'
FHA
107.22, R=340.00
A=18°04'
36.07, R=25.00
A=82°40'
CRISMAR BLVD. (66' R.O.W.)
(GRAVEL ASPHALT ROADWAY)
R100.61'
74.69, R=340.00
A=12°35'
S89° 25' 41"W 1152.19'
S89° 25' 41"W 1237.29'
S89° 25' 41"W 1237.29'
R33.77'
R25'
FHA
4.0'
4.0'
4.0'



GRAPHIC SCALE

50 0 15 30 60 120

(IN FEET)
1 Inch = 30 ft.

SITE DATA

OWNER
WILLIAM BROGNANO
TODD BROGNANO
PO BOX 780874
SEBASTIAN, FL 32978
TEL: 772-589-1299
FAX: 772-589-1304

ENGINEER
SCHULKE, BITTLE & STODDARD, LLC.
1717 INDIAN RIVER BOULEVARD, SUITE 201
VERO BEACH, FLORIDA 32960
TEL: 772-770-9522
FAX: 772-770-9496

SURVEYOR:
CIVILSURV
444 4th LANE SW
VERO BEACH, FLORIDA 32962
TEL: 772-323-2244

PROPOSED USE
OUTSIDE STORAGE

STREET ADDRESS
45 ASHBURY BLVD,
SEBASTIAN, FL 32958

PROPERTY TAX ID NUMBERS
31390700060300000083

GROSS AREA
3.76 AC

TOTAL DEVELOPED AREA
3.76 AC.

ZONING
C/RIVERFRONT OVERLAY

LAND USE
COMMERCIAL GENERAL

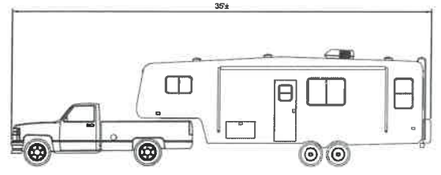
FLOOD ZONE
THE PARCEL OF LAND SHOWN HEREON APPEARS TO BE IN FLOOD ZONE "X" PER FLOOD INSURANCE RATE MAP #12061C0111H, DATED 1/2/04/2012

CONSTRUCTION SCHEDULE/WORK TIME
- CONSTRUCTION START: 12/25
- CONSTRUCTION FINISH: 12/26
- CONSTRUCTION ACTIVITIES LIMITED TO:
  MONDAY - FRIDAY: 7:00 AM - 7:00 PM
  SATURDAY/SUNDAY: 8:00 AM - 5:00 PM

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE NORTHWEST ¼ OF SECTION 7, TOWNSHIP 31 SOUTH, RANGE 39 EAST, INDIAN RIVER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 7, RUN NORTH 89°25'41" EAST, ALONG THE NORTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 7, A DISTANCE OF 1142.47 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE RUN SOUTH 00°11'30" WEST, ALONG THE WEST LINE OF THE EAST 187.00 FEET TO THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 7, A DISTANCE OF 780.37 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 512, 100 FOOT RIGHT-OF-WAY; THENCE RUN NORTH 39°21'42" EAST, ALONG THE SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 626.83 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, THE RADIUS POINT WHICH BEARS NORTH 51°38'17" WEST, A DISTANCE OF 25.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A 25.00 FOOT RADIUS, A CENTRAL ANGLE OF 82°40'18" AND AN ARC DISTANCE OF 36.07 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 44°16'36 WEST, A DISTANCE OF 52.89 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 310.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°29'05", AN ARC DISTANCE OF 72.69 FEET TO THE POINT OF TANGENCY, THENCE RUN NORTH 57°44'42" WEST, A DISTANCE OF 152.18 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 300 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°28'40", AN ARC DISTANCE OF 107.22 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 7; THENCE RUN SOUTH 89°25'41"WEST, ALONG THE NORTH LINE OF THE NORTHWEST ¼ OF SECTION 7, A DISTANCE OF 84.19 FEET TO THE POINT OF BEGINNING.



STANDARD TRUCK W/FIFTH WHEEL DETAIL ⚠

STATUS	BY	DATE
1	REV. PER COS COMM 106025	11/12/25
SCALE	J.W.S.	
DRWN	W&F	
CHKD	J.W.S.	
SCALE	1" = 30'-0"	
DATE	10/23/2024	

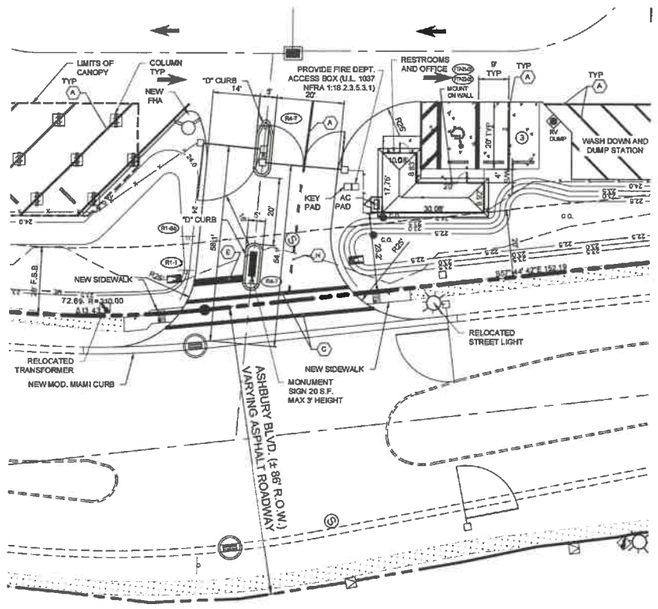
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SCHULKE, BITTLE & STODDARD, L.L.C.
CIVIL & STRUCTURAL ENGINEERING - LAND PLANNING - ENVIRONMENTAL PERMITTING
CERTIFICATION OF AUTHORIZATION NO.: 00008668
1717 INDIAN RIVER BLVD., SUITE 201 VERO BEACH, FLORIDA 32960
TEL.772.770-9522 FAX 772.770-9496 EMAIL info@sbsengineers.com

TRUCK W/FIFTH WHEEL ACCESS EXHIBIT

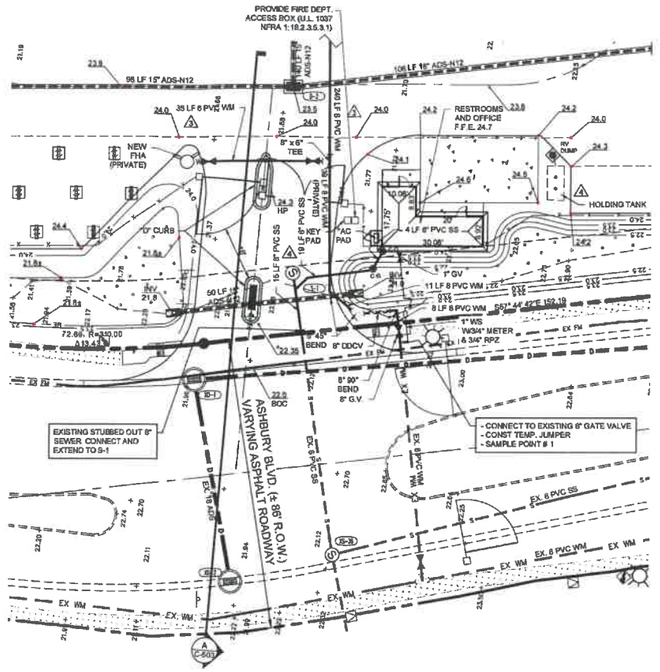
AMERON BOAT & RV STORAGE
SEBASTIAN BLVD.
SEBASTIAN, FL
INDIAN RIVER COUNTY

SHEET
C-401B
PROJECT NO.
18-143



SITE OFFICE AND ENTRANCE DETAIL

SCALE: 1" = 20'-0"



PAVING, GRADING, DRAINAGE AND UTILITY OFFICE AND ENTRANCE DETAIL

SCALE: 1" = 20'-0"

GRAPHIC SCALE

(IN FEET)
1 inch = 20 ft.

SITE DATA

OWNER:
WILLIAM BROGNANO
TODD BROGNANO
PO BOX 780874
SEBASTIAN, FL 32978
TEL: 772-589-1299
FAX: 772-589-1304

ENGINEER:
SCHULKE, BITTLE & STODDARD, LLC.
1717 INDIAN RIVER BOULEVARD, SUITE 201
VERO BEACH, FLORIDA 32960
TEL: 772-770-9822
FAX: 772-770-9486

SURVEYOR:
CIVILSURV
444 4th LANE SW
VERO BEACH, FLORIDA 32962
TEL: 772-323-2244

PROPOSED USE
OUTSIDE STORAGE

STREET ADDRESS
45 ASHBURY BLVD.
SEBASTIAN, FL 32958

PROPERTY TAX ID NUMBERS
31390700000030000009.3

GROSS AREA
3.78 AC.

TOTAL DEVELOPED AREA
3.78 AC.

ZONING
OG/RIVERFRONT OVERLAY

LAND USE
COMMERCIAL GENERAL

FLOOD ZONE
THE PARCEL OF LAND SHOWN HEREON APPEARS TO BE IN FLOOD ZONE "X" PER FLOOD INSURANCE RATE MAP #12061C0111H DATED 12/04/2012

CONSTRUCTION SCHEDULE/WORK TIME
- CONSTRUCTION START: 12/25
- CONSTRUCTION FINISH: 12/26
- CONSTRUCTION ACTIVITIES LIMITED TO:
MONDAY - FRIDAY: 7:00 AM - 7:00 PM
SATURDAY/SUNDAY: 8:00 AM - 5:00 PM

SIGN LEGEND

- R1-1 STOP SIGN
- R4-7 R4-7 KEEP RIGHT SIGN
- FTP-21-08 HANDICAPPED PARKING SIGN
- FTP-22-08 HANDICAPPED PARKING SIGN
- S1-6a IN-STREET SCHOOL CROSSING (STOP)

- EXISTING SIDEWALK
- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- PROPOSED FIRE HYDRANT
- CANOPY COLUMN AND FOOTING
- WHEEL STOP
- CHAINLINK FENCE
- ELECTRICAL TRANSFORMER
- CABLE TV BOX
- VALVE
- STORMWATER DRAINAGE MANHOLE
- PROPOSED STORMWATER DRAINAGE STRUCTURE
- MITERED END SECTION
- STRUCTURE TAG (SEE SHEET C-500 FOR TABLES)
- SANITARY SEWER MANHOLE
- PROPOSED WATER MAIN
- PROPOSED SANITARY SEWER
- EXISTING SANITARY SEWER
- EXISTING WATER MAIN
- EXISTING FORCE MAIN
- EXISTING STORM DRAINAGE
- EXISTING GRADE
- PROPOSED GRADE
- DIRECTION OF FLOW
- CLEANOUT (C.O.)

STRIPING KEY

A = 6" SOLID WHITE
B = 6" DOUBLE WHITE
C = 12" SOLID WHITE
D = 18" SOLID WHITE
E = 24" SOLID WHITE
F = 6" SKIP WHITE TYP (10'-30')
G = 6" SKIP WHITE TYP (6'-10')
H = 6" SKIP WHITE TYP (2'-4')
I = 6" SOLID YELLOW
J = 18" SOLID YELLOW
K = 6" DOUBLE YELLOW
L = 6" SKIP YELLOW TYP (10'-30')
M = 6" SKIP YELLOW TYP (6'-10')
N = 6" SKIP YELLOW TYP (2'-4')
P = RPM MONO-DIRECTIONAL WHITE/MONO
Q = RPM BI-DIRECTIONAL AMBER/AMBER
R = FDP WHITE
S = FDP YELLOW
T = RPM BI-DIREC. WHITE/RED

NOTE: FDP DENOTES FLEXIBLE DELINEATOR POST.

MARK	REVISION	DATE
1	REV. SITE ADDRESS	03/19/25
2	REV. PER RIC & COS COMM.	06/04/25
3	REV. PIPE LENGTHS	09/24/25
4	REV. PER RIC COMMENTS	09/29/25

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DRAWING: LJK/S.
DESIGNED: LJK/S.
DRAWN: BKF
CHECKED: LJK/S.
SCALE: 1" = 20'-0"
DATE: 10/23/2024

SCHULKE, BITTLE & STODDARD, L.L.C.
CIVIL & STRUCTURAL ENGINEERING - LAND PLANNING - ENVIRONMENTAL PERMITTING
CERTIFICATION OF AUTHORIZATION NO.: 00005668
1717 INDIAN RIVER BLVD., SUITE 201 VERO BEACH, FLORIDA 32960
TEL 772.770-9822 FAX 772.770-9486 EMAIL info@sbsengineers.com

OFFICE AND ENTRANCE DETAILS (20 SCALE) (SITE & PGU PLANS)

AMERON BOAT & RV STORAGE
SEBASTIAN BLVD.
SEBASTIAN, FL.
INDIAN RIVER COUNTY

OWNER'S CERTIFICATION
DATE:

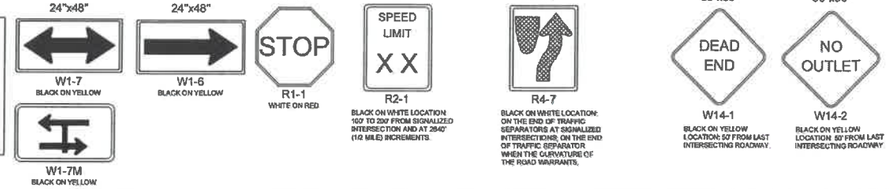
SHEET
C-402

PROJECT NO
18-143

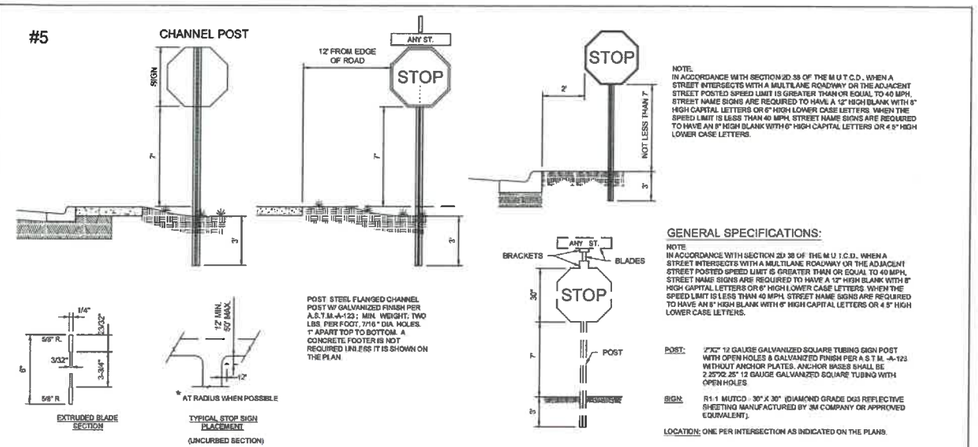
#1

SIGN SPECIFICATIONS:

SIGN FACE:	- HIGH INTENSITY RETRO REFLECTIVE GRADE
SHEETING SIZE	- AS SHOWN
COLOR	- AS SHOWN
HEIGHT	- 7' MEASURED FROM BOTTOM OF THE SIGN TO HEIGHT OF THE NEAR EDGE OF PAVEMENT, OR TO TOP OF THE TRAFFIC SEPARATOR.
THICKNESS	- (ALUMINUM) : .080 INCHES THICKNESS (FIBER GLASS OR PLASTIC) - 125 MIL-INCHES
BOLTS:	- 3/8 " x 3/4 " W/ HEX NUTS, 2 (MIN.) PER SIGN
POSTS:	- SIGNS 9 SQUARE FEET AND LARGE SHALL BE DOUBLE POSTED.



#5



GENERAL SPECIFICATIONS:

NOTE:
IN ACCORDANCE WITH SECTION 2D.38 OF THE M.U.T.C.D., WHEN A STREET INTERSECTS WITH A MULTILANE ROADWAY OR THE ADJACENT STREET POSTED SPEED LIMIT IS GREATER THAN OR EQUAL TO 40 MPH, STREET NAME SIGNS ARE REQUIRED TO HAVE A 12" HIGH BLANK WITH 8" HIGH CAPITAL LETTERS OR 6" HIGH LOWER CASE LETTERS. WHEN THE SPEED LIMIT IS LESS THAN 40 MPH, STREET NAME SIGNS ARE REQUIRED TO HAVE AN 8" HIGH BLANK WITH 6" HIGH CAPITAL LETTERS OR 4.5" HIGH LOWER CASE LETTERS.

POST: 2"X2" 12 GAUGE GALVANIZED SQUARE TUBING SIGN POST WITH OPEN HOLES & GALVANIZED FINISH PER A.S.T.M.-A-123 WITHOUT ANCHOR PLATES. ANCHOR BASES SHALL BE 2.25"X2.25" 12 GAUGE GALVANIZED SQUARE TUBING WITH OPEN HOLES

SIGN: R1-1 MUTCD - 30" X 30" (DIAMOND GRADE D4S REFLECTIVE SHEETING MANUFACTURED BY 3M COMPANY OR APPROVED EQUIVALENT).

LOCATION: ONE PER INTERSECTION AS INDICATED ON THE PLANS.

#6

GENERAL SPECIFICATIONS:

FLAT PLATE, ALCOA # 66064 6063-T6 ALLOY, ETCHED, DEGREASED WITH #1200 ALODINE FINISH WITH #227 GREEN SCOTCHLITE BACKGROUND OR EQUAL

DIMENSIONS: 6"H, 24", 30" OR 36"L , .08" THICK ALUMINUM.

MULTI LANE ROADS DIMENSIONS: 12"H, 24",30" OR 36"L , .08" THICK ALUMINUM

LETTERS: NAME - 8" SERIES "B" #2270, SUFFIX LETTERS - 3". SCOTCH-LITE (SILVER) OR EQUAL

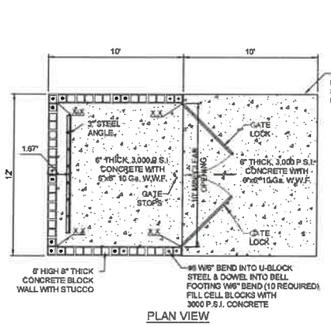
MULTI-LANE ROADS LETTERS: NAME - 6" SERIES "B" #22 70, SUFFIX LETTERS - 4". SCOTCHLITE (SILVER) OR EQUAL.

THE STREET NAME MUST BE ON BOTH SIDES OF THE SIGN PLATE.

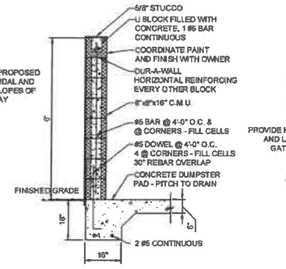
STREET NAME SIGN (SNS) or (D-3)



NOTE: IN ACCORDANCE WITH SECTION 2D.38 OF THE M.U.T.C.D., WHEN A STREET INTERSECTS WITH A MULTILANE ROADWAY OR THE ADJACENT STREET POSTED SPEED LIMIT IS GREATER THAN OR EQUAL TO 40 MPH, STREET NAME SIGNS ARE REQUIRED TO HAVE A 12" HIGH BLANK WITH 6" HIGH CAPITAL LETTERS OR 4.5" HIGH LOWER CASE LETTERS. WHEN THE SPEED LIMIT IS LESS THAN 40 MPH, STREET NAME SIGNS ARE REQUIRED TO HAVE AN 8" HIGH BLANK WITH 6" HIGH CAPITAL LETTERS OR 4.5" HIGH LOWER CASE LETTERS.



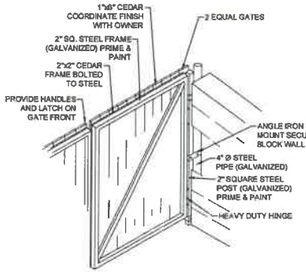
PLAN VIEW



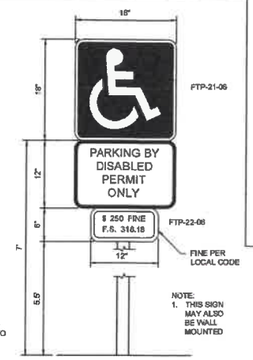
WALL SECTION

NOTES:
1. GATES MUST HAVE 10' WIDE CLEAR OPENING.
2. GATES MUST LOCK IN BOTH OPEN AND CLOSED POSITIONS.
3. GATES MUST HAVE STOPS TO PROHIBIT IN-SWING.
4. GATES SHALL NOT BE CHAIN LINK FENCE.

DUMPSTER DETAIL
N.T.S.

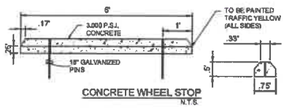


GATE DETAIL

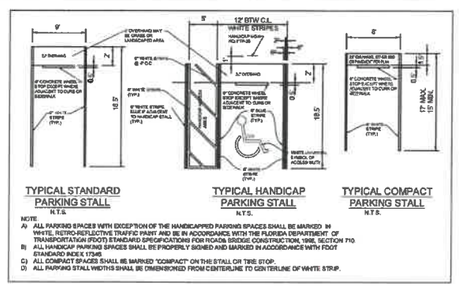


THESE SIGNS TYPICAL AT EACH ACCESSIBLE PARKING SPACE

ACCESSIBLE PARKING SIGN
N.T.S.



CONCRETE WHEEL STOP
N.T.S.



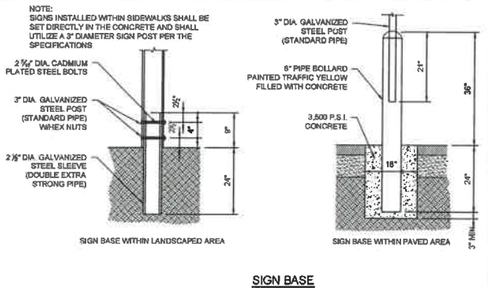
TYPICAL STANDARD PARKING STALL
N.T.S.

TYPICAL HANDICAP PARKING STALL
N.T.S.

TYPICAL COMPACT PARKING STALL
N.T.S.

NOTE
A) ALL PARKING SPACES WITH EXCEPTION OF THE HANDICAPPED PARKING SPACES SHALL BE MARKED IN WHITE, RETRO-REFLECTIVE TRAFFIC PAINT AND BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD SPECIFICATIONS FOR ROADS BRIDGE CONSTRUCTION, 1996, SECTION 710
B) ALL HANDICAP PARKING SPACES SHALL BE PROPERLY SIGNED AND MARKED IN ACCORDANCE WITH FDOT STANDARD INDEX 17345
C) ALL COMPACT SPACES SHALL BE MARKED "COMPACT" ON THE STALL OR TIRE STOP.
D) ALL PARKING STALL WIDTHS SHALL BE DIMENSIONED FROM CENTERLINE TO CENTERLINE OF WHITE STRIP.

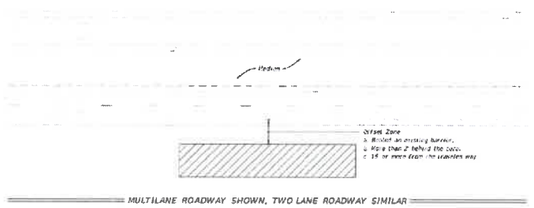
NOTE:
SIGNS INSTALLED WITHIN SIDEWALKS SHALL BE SET DIRECTLY IN THE CONCRETE AND SHALL UTILIZE A 3" DIAMETER SIGN POST PER THE SPECIFICATIONS



SIGN BASE WITHIN LANDSCAPED AREA

SIGN BASE WITHIN PAVED AREA

SIGN BASE
N.T.S.



MULTILANE ROADWAY SHOWN, TWO LANE ROADWAY SIMILAR

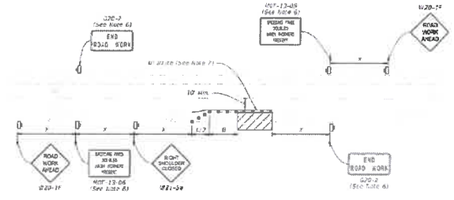
NOTES:
1. This Index applies to Two-Lane, Two-Way and Multilane Roadways, including medians of divided roadways, with work beyond the shoulder.
2. Use Index 102-602 when the work operation (including vis-à-vis) additional lane work areas) requires that two or more work vehicles cross the offset Zone in any one hour period.
3. Use Index 102-660 when work area encroaches on a sidewalk.

SYMBOLS:
Work Area
Lane Identification and Direction of Traffic

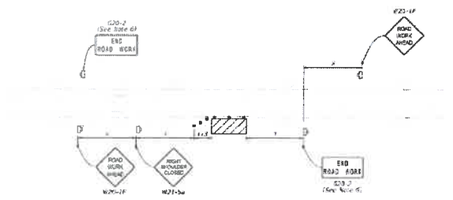
LAST REVISION 11/01/23	DESCRIPTION:	FY 2025-26 STANDARD PLANS	TWO-LANE AND MULTILANE ROADWAY, WORK BEYOND THE SHOULDER	INDEX 102-601	SHEET 1 of 1

NOTE:
1. This Index applies to Two-Lane, Two-Way and Multilane Roadways, including medians of divided roadways, with work on the shoulder.
2. L = Taper Length
S = Work Zone Sign Spacing
B = Buffer Length
See Index 102-600 for "L", "S", "B", and Channelizing Device spacing values.
3. Where work activities are between 2' and 15' from the edge of traveled way, the Engineer may omit signs and channelizing devices for work operations 60 minutes or less.
4. Allow flow of stop work vehicles only in the through traffic lanes in one hour period distributing equally and temporarily the work areas over a staged or lane closure to accommodating work vehicle ingress and egress.
5. For work less than 2' from the traveled way and work zone speed is greater than 45 MPH use a lane closure.
6. The "Speeding Fines Doubled When Workers Present" sign (R20-2) or "Fine Double" Signs (R20-2) along with the downward work zone sign (G20-2) Distances may be omitted when the work operation is in place for 24 hours or less.
7. Existing pavement markings may be omitted when the work operation is in place for 3 days or less.
8. The "Shoulder Closed" signs (W21-5a) along with advanced work zone sign spacing distances may be omitted when the "Worker" sign (W21-1) may be used instead of the "Shoulder Closed" sign (W21-5a).
9. When there is no paved shoulder, the "Worker" sign (W21-1) may be used instead of the "Shoulder Closed" sign (W21-5a).

SYMBOLS:
Work Area
Channelizing Device (See Index 102-600)
Work Zone Sign
Lane Identification and Direction of Traffic



TWO-LANE ROADWAY
SHOULDER WORK LESS THAN 2' FROM THE TRAVELED WAY WITH WORK ZONE SPEED OF 45 MPH OR LESS



TWO-LANE ROADWAY
SHOULDER WORK BETWEEN 2' AND 15' FROM THE TRAVELED WAY

LAST REVISION 11/01/23	DESCRIPTION:	FY 2025-26 STANDARD PLANS	TWO-LANE AND MULTILANE WORK ON SHOULDER	INDEX 102-602	SHEET 1 of 2

MARK	REVISION	DATE
1	REV PER RC & COS COMM.	06/04/25

DRAWING: ETC/SHEET: J.W.S. / BY: W.F. / CHECKED: J.W.S. / SCALE: 1" = 30'-0" / DATE: 10/23/2024

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SCHULKE, BITTLE & STODDARD, L.L.C.
CIVIL & STRUCTURAL ENGINEERING - LAND PLANNING - ENVIRONMENTAL PERMITTING
CERTIFICATION OF AUTHORIZATION NO.: 00006886
1717 INDIAN RIVER BLVD., SUITE 201 VERO BEACH, FLORIDA 32960
TEL:772.770-9622 FAX:772.770-9495 EMAIL:info@sbsengineers.com

AMERON BOAT & RV STORAGE
SEBASTIAN BLVD.
SEBASTIAN, FL
INDIAN RIVER COUNTY

SITE PLAN DETAILS

ENGINEER CERTIFICATION
FLORIDA P.E. NO. 61241
STATE OF FLORIDA
DATE:

SHEET C-410
PROJECT NO. 18-143

GRAPHIC SCALE

(IN FEET)
1 inch = 30 ft.

SITE DATA

OWNER:
WILLIAM BROGNANO
TODD BROGNANO
PO BOX 780874
SEBASTIAN, FL 32978
TEL: 772-589-1299
FAX: 772-589-1304

ENGINEER:
SCHULKE, BITTLE & STODDARD, LLC
1717 INDIAN RIVER BOULEVARD, SUITE 201
VERO BEACH, FLORIDA 32960
TEL: 772-770-9622
FAX: 772-770-9498

SURVEYOR:
CIVILSURV
444 4th LANE SW
VERO BEACH, FLORIDA 32962
TEL: 772-323-2244

PROPOSED USE
OUTSIDE STORAGE

STREET ADDRESS
45 ASHBURY BLVD. ⚠1
SEBASTIAN, FL 32958

PROPERTY TAX ID NUMBERS
3139070000030000009.3

GROSS AREA
3.78 AC

TOTAL DEVELOPED AREA
3.78 AC.

ZONING
CG/RIVERFRONT OVERLAY

LAND USE
COMMERCIAL GENERAL

FLOOD ZONE
THE PARCEL OF LAND SHOWN HEREON APPEARS TO BE IN FLOOD ZONE "X" PER FLOOD INSURANCE RATE MAP #12061C0111H, DATED 12/04/2012

CONSTRUCTION SCHEDULE/WORK TIME
- CONSTRUCTION START: 12/26
- CONSTRUCTION FINISH: 12/26
- CONSTRUCTION ACTIVITIES LIMITED TO:
MONDAY - FRIDAY: 7:00 AM - 7:00 PM
SATURDAY/SUNDAY: 8:00 AM - 5:00 PM

SYMBOL LEGEND

- VALVE
- STORMWATER DRAINAGE MANHOLE
- PROPOSED STORMWATER DRAINAGE STRUCTURE
- MITERED END SECTION
- STRUCTURE TAG (SEE THIS SHEET FOR TABLES)
- SANITARY SEWER MANHOLE
- PROPOSED WATER MAIN
- PROPOSED SANITARY SEWER
- EXISTING SANITARY SEWER
- EXISTING WATER MAIN
- EXISTING FORCE MAIN
- EXISTING STORM DRAINAGE
- EXISTING GRADE
- PROPOSED GRADE
- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- EXISTING SIDEWALK
- PROPOSED CONCRETE (6" THICK)
- PROPOSED ASPHALT PAVEMENT (1 1/2" S-III, 6" S-I) OPTIONAL 10" COQUINA
- CHAINLINK FENCE
- CANOPY COLUMN AND FOOTING
- ELECTRICAL TRANSFORMER
- CABLE TV BOX
- DIRECTION OF FLOW
- CLEANOUT
- AREA TO REMAIN EXISTING GRADE. NATIVE TREES & VEGETATION TO REMAIN.
- OAK TREE TO REMAIN
- PINE TREE TO REMAIN

DRAINAGE STRUCTURE SCHEDULE

STRUCTURE NUMBER	DESCRIPTION	TOP ELEV	N INV ELEV	S INV ELEV	E INV ELEV	W INV ELEV	MISCELLANEOUS
D-1	F - INLET	23.50				20.80	
D-2	F - INLET	23.50		20.70	20.70	20.70	
D-3	F - INLET	23.50		20.60	20.60	20.60	
D-4	F - INLET	23.50	20.70	20.70			
D-5	F - INLET	23.50	20.70	20.70	20.70		
D6	F - INLET	23.50	20.60	20.60		20.60	
D7	F - INLET	23.50		20.70			
D8	F - INLET	23.50	20.80				
D10	C - INLET	23.57 ⚠1				⚠1 18.10	SEE DETAIL SHEET C-502
⚠3 D11	C-INLET	24.10				22.00	
XD-1	MOD. MIAMI	23.50	17.50			17.35	EXISTING
XD-2	MOD. MIAMI	23.50		17.63			EXISTING
XD-44	MANHOLE	24.50			17.01	16.51	EXISTING

SEWER STRUCTURE SCHEDULE

STRUCTURE NUMBER	DESCRIPTION	TOP ELEV	N INV ELEV	S INV ELEV	E INV ELEV	W INV ELEV	MISCELLANEOUS
S-1	NEW MANHOLE	23.40					EXISTING BURIED S.S. - ELEV. UNKNOWN. CONTRACTOR TO EXCAVATE, OBTAIN ELEV., & SUBMIT SHOP DRAWING FOR S-1 BASED ON FIELD OBTAINED DATA
XS-35	MANHOLE	24.04	19.13	19.20			EXISTING
XS-36	MANHOLE	23.65	17.73				EXISTING

NOTE:
SEE DETAIL ON SHEET C-402 FOR WATER/SEWER AT VICINITY OF DRIVEWAY AND OFFICE BUILDING

REVISION	DATE
1 REV. SITE ADDRESS & INV	03/19/25
2 REV PER IRC & CDS COMM.	05/06/25
3 REV. PIPE LENGHT	09/24/25
4 REV. PER IRC COMMENTS	09/29/25
5 REV. PER CDS COMMENTS	11/12/25

DRAWING: C-500
PROJECT: J.M.S.
DESIGN: M.F.
CHECKED: J.M.S.
SCALE: 1" = 30'-0"
DATE: 10/23/2024

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SCHULKE, BITTLE & STODDARD, L.L.C.
CIVIL & STRUCTURAL ENGINEERING · LAND PLANNING · ENVIRONMENTAL PERMITTING
CERTIFICATION OF AUTHORIZATION NO.: 00008668
1717 INDIAN RIVER BLVD., SUITE 201 VERO BEACH, FLORIDA 32960
TEL: 772/770-9622 FAX 772/770-9498 EMAIL info@sbsengineers.com

PAVING, GRADING, DRAINAGE AND UTILITIES PLAN

AMERON BOAT & RV STORAGE
SEBASTIAN BLVD.
SEBASTIAN, FL
INDIAN RIVER COUNTY

ENGINEER CERTIFICATION
DATE:
SHEET: C-500
PROJECT NO.: 18-143

SPECIFICATIONS - CLEARING/GRADING/GRAVING/GRASSING/GRASS/TURF CONSTRUCTION

GENERAL
IT IS INTENDED THAT THE FLORIDA DEPARTMENT OF TRANSPORTATION 'STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION', LATEST REVISIONS, BE USED WHERE APPLICABLE FOR VARIOUS WORK, AND THAT WHERE SUCH WORDING THEREIN REFERS TO THE STATE OF FLORIDA AND ITS DEPARTMENT OF TRANSPORTATION AND PERSONNEL, SUCH WORDING IS INTENDED TO BE REPLACED WITH THAT WORDING WHICH WOULD PROVIDE PROPER TERMINOLOGY, THEREBY MAKING SUCH 'STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION' AS THE 'STANDARD SPECIFICATIONS' FOR THIS PROJECT. IN ADDITION THE CONTRACTOR SHALL REFER TO THE 'FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS', LATEST REVISIONS. IF WITHIN THAT PARTICULAR SECTION AND/OR SECTION, ARTICLE OR PARAGRAPH IS REFERRED TO, IT SHALL BE A PART OF THE STANDARD SPECIFICATIONS, ALSO.
THE CONTRACTOR SHALL PERFORM ALL WORK IN CONFORM WITH ALL APPLICABLE CITY, COUNTY, STATE AND FEDERAL REGULATIONS AND/OR CODES. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND/OR FEES/DUES REQUIRED TO BEGIN WORK.
THE CONTRACTOR SHALL GIVE THE ENGINEER 24 HOURS NOTICE PRIOR TO REQUESTING REQUIRED INSPECTIONS AND SHALL SUPPLY ALL EQUIPMENT NECESSARY TO PROPERLY TEST AND INSPECT THE COMPLETED WORK.
THE CONTRACTOR SHALL GUARANTEE ALL WORK AND MATERIALS FOR A PERIOD OF ONE YEAR FROM THE DATE OF PROJECT ACCEPTANCE, DURING WHICH ALL FAULTY CONSTRUCTION AND/OR MATERIALS SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.

CLEARING/GRUBBING
THE CONTRACTOR SHALL COMPLETELY REMOVE AND DISPOSE OF ALL BUILDING, TIMBER, BRUSH, STUMPS, ROOTS, RUBBISH, DEBRIS, INCLUDING SEPTIC TANK, BUILDING FOUNDATIONS, PIPES, ETC., WITHIN THE LIMITS OF THE ROADWAY CONSTRUCTION. ALL AREAS WHERE STRUCTURES WILL BE CONSTRUCTED INCLUDING PIPE CULVERTS, AND AS OTHERWISE DEPICTED IN THE PLANS, ALL IN ACCORDANCE WITH SECTION 110 OF THE STANDARD SPECIFICATIONS. THE CLEARED AREA SHOULD BE GRADED LEVEL AND PROPERLY ROLLED. ANY SOFT YIELDING AREAS SHALL BE EXCAVATED AND REPLACED WITH CLEAN COMPACTED FILL. SUFFICIENT FILL SHOULD BE MADE DURING CONSTRUCTION OPERATIONS TO PRODUCE A DENSITY NO LESS THAN 95 PERCENT OF ITS MODIFIED DRY PROCTOR VALUE (AASHTO T180) TO A DEPTH OF TWO FEET.

FILL
ADDITIONAL FILL SHALL CONSIST OF CLEAN GRANULAR SAND CONTAINING LESS THAN 10% MATERIAL PASSING THE LE. STANDARD #200 MESH SIEVE AND PLACED IN LOOSE LAYERS OF 12 INCHES AND COMPACTED TO A DENSITY NOT LESS THAN 95% OF ITS MODIFIED DRY PROCTOR VALUE (AASHTO T180) TO A DEPTH OF TWO FEET, EIGHT INCHES OF SUITABLE CLAYEY SOIL HAVING A LIMEROCK BEARING RATIO (LBR) OF 40 SHOULD BE USED FOR A STABILIZED SUBGRADE AND COMPACTED TO 98% OF ITS MODIFIED DRY PROCTOR VALUE (AASHTO T180).

GRADING
THE CONTRACTOR SHALL PERFORM ALL GRADING NECESSARY TO ACHIEVE THE PROPOSED FLAN GRADES. FINAL GRADING SHALL HAVE A 'TOLERANCE OF A (FT -- FROM THE FLAN CROSS SECTIONS. GRADING SHALL INCLUDE ALL SHAPING, ROUGH GRADING, AND FINAL DRESSING REQUIRED FOR THE PROPOSED ROADWAY AND ROAD EMBANKMENTS WITHIN THE LINES EXPRESSED IN THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE FINISHED GRADES UNTIL CONTRACT CLOSE-OUT, AND MUST REGRADE AS REQUIRED WHEN EROSION OR OTHER DISTURBANCES OCCUR. SUDDEN RAIN GRADER SODDING SHALL BE INCORPORATED TO ASSIST IN THIS REGARD. HOWEVER, ANY LOSS OF TOP SOIL OR SEEDING DUR ING THESE OCCURRENCES SHALL BE REPLACED AT THE CONTRACTORS EXPENSE

SOD
SOD SHALL BE ST. AUGUSTINE OR ARDENTER BAHIA - AS NOTED ON THE LANDSCAPE PLANS OR CONTRACT DOCUMENTS. SOD SHALL BE WELL MATTED WITH ROOTS AND SHALL BE SUFFICIENTLY THICK TO SECURE A DENSE STAND OF LIVE GRASS. THIS SOD SHALL BE LIVE, FRESH AND UNINJURED AT THE TIME OF PLANTING AND SHALL BE REASONABLY FREE OF WEEDS AND OTHER GRASSES. THE RECEIVING GROUND SURFACE SHALL BE GRADED TO PROPER ELEVATIONS, FREE OF LARGE VOIDS, ROOTS WEEDS OR PATCHES OF EXISTING GRASS. UPON LAYING, THE ENTIRE AREA SHALL BE ROLLED THOROUGHLY. ALL BOGGED AREAS ARE TO BE WATERED TO KEEP SOD ALIVE UNTIL THE CONTRACTOR IS IS CLOSED OUT, DEAD SOD SHALL BE REPLACED BY CONTRACTOR.

EMBANKMENT CONSTRUCTION
ROADWAY EMBANKMENT CONSTRUCTION SHALL CONSIST OF ALL THE EMBANKMENT CONSTRUCTION REQUIRED FOR THE PROPOSED ROADWAY AND/OR PARKING LOT, BUILDING PADS, DITCHES AND SWALES IN ACCORDANCE WITH SECTION 120 OF THE STANDARD SPECIFICATIONS. EMBANKMENTS SHALL BE CONSTRUCTED FROM MATERIAL CONTAINING NO MUCK, STUMPS, ROOTS, BRUSH, VEGETABLE MATTER, RUBBISH, OR OTHER DELETERIOUS MATERIALS THAT WILL NOT COMPACT TO A SUITABLE ENDURING ROAD BED. EXISTING EARTH SURFACES SHALL BE COMPACTED/PROOF ROLLED PRIOR TO PLACEMENT OF ANY EMBANKMENT MATERIAL.
MATERIAL: UNLESS OTHERWISE SPECIFIED, MATERIAL SHALL BE 'TYPE 3 MATERIAL'
COMPACTION: 12" COMPACTED LIFTS, MINIMUM 95% MAXIMUM DRY DENSITY (AASHTO T-180)
- MIN. 100% MAX DENSITY ADJACENT TO STRUCTURES WITHIN PAVED AREAS
COMPENSATION: COMPENSATION FOR THE EMBANKMENT CONSTRUCTION SHALL BE MADE FULLY BY THE BID ITEMS FOR BORROW/EXCAVATION (PER C.Y.) GRADING (PER L.F. OF ROADWAY OR PER ACRE OF SITE), AND REGULAR EXCAVATION (PER C.Y.) WHEN APPLICABLE.

EMBANKMENT AND BACKFILL MATERIAL:
TYPE 1: WELL GRADED CRUSHED STONE OR CRUSHED GRAVEL (ASTM C33-71, GRADATION 67) - 3/4" TO NO. 4 SIEVE.
TYPE 2: SANDY MATERIAL, AND MAY BE UNCLASSIFIED MATERIAL, OBTAINED FROM CONTRACTOR'S EXCAVATIONS AND APPROVED BY THE ENGINEER. THIS MATERIAL SHALL BE FREE FROM WOOD, ROOTS, HUMUS, PEAT, MUCK, AND OTHER ORGANIC MATERIALS, AND SHALL NOT CONTAIN CLODS, STONES, MASONRY, RUBBLE OR THE LIKE GREATER THAN 1/5 INCHES IN DIAMETER.
TYPE 3: SELECT GRANULAR SAND MATERIAL, FREE OF ORGANICS WITH LESS THAN 3% FINES PASSING THE NO. 200 SIEVE

STAKING
CONSTRUCTION STAKING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

STABILIZING
STABILIZED SUBGRADE SHALL BE CONSTRUCTED TO THE FLORIDA BEARING VALUE OR L.B.R. AS PER PLAN FOR THE DEPTH AND LIMITS SHOWN ON THE PLAN, AND IN ACCORDANCE WITH SECTION 160 OF THE STANDARD SPECIFICATIONS. ALL STABILIZED AREAS SHALL BE COMPACTED TO AT LEAST 98% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180. ALL MATERIAL SHALL BE MIXED TO A HOMOGENEOUS MATERIAL.

BASE COURSE
THE BASE SHALL BE CONSTRUCTED OF EITHER LIMEROCK MATERIAL IN ACCORDANCE WITH SECTION 911 OR CEMENTED COQUINA SHELL MATERIAL IN ACCORDANCE WITH SECTION 918 OF THE STANDARD SPECIFICATIONS.
LIMEROCK BASE SHALL BE CONSTRUCTED IN ACCORDANCE WITH SECTION 200 AND CEMENTED COQUINA SHELL BASE SHALL BE CONSTRUCTED IN ACCORDANCE WITH SECTION 250 OF THE STANDARD SPECIFICATIONS. THE CONTRACTOR SHALL PROVIDE ROCK PIT CERTIFICATION FOR CEMENTED COQUINA SHELL MATERIAL. BASE SHALL BE COMPACTED TO AT LEAST 98% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180 AND TO AN L.B.R. VALUE WHEN SPECIFIED ON PLANS

CONCRETE PAVEMENT:
CONSTRUCT PORTLAND CEMENT CONCRETE (TYPE I, CLASS I) PAVEMENT IN ONE COURSE ON A PREPARED STABILIZED SUBGRADE IN ACCORDANCE WITH SECTIONS 346 AND 350. PROVIDE STEEL REINFORCEMENT WHEN SPECIFIED IN THE PLANS.

CURB
ALL CURB CONSTRUCTION SHALL BE IN ACCORDANCE WITH SECTION 520 OF THE STANDARD SPECIFICATIONS, AND IN ACCORDANCE WITH F.D.O.T. INDEX NO. 300. PROVIDE CONTRACTION JOINTS AT 10'-0" OC. UNTOOLED. TRANSITION ENDS OF CURB FROM FULL TO ZERO HEIGHTS IN 3 FEET. CURB CUT RAMPS SHALL BE IN ACCORDANCE WITH F.D.O.T. INDEX NO. 304.

TESTING
THE CONTRACTOR SHALL RETAIN THE SERVICES OF AN APPROVED INDEPENDENT TESTING LABORATORY TO CONDUCT ALL REQUIRED TESTS ON EMBANKMENT/SUBGRADE, BASE, PIPE BACKFILL AND SURFACE COURSE MATERIALS. TEST RESULTS MUST BE SUBMITTED PRIOR TO ANY REQUEST FOR PAYMENT ON THE ABOVE ITEMS

THE SCHEDULE FOR TESTING THE ROADWAY/EMBANKMENT AND CONSTRUCTION SHALL BE AS FOLLOWING:
A. EMBANKMENT: DENSITY TESTS SHALL BE TAKEN AT A MAXIMUM OF 2,000 SF. INTERVALS FOR EACH 12" LIFTS COMPLETED, AND AT ALL EXISTING PROCFROLLED EARTH SURFACES.
B. SUBGRADE: (1) F.B.V./L.B.R. (PER PLAN) TEST SHALL BE TAKEN AT INTERVALS OF NOT MORE THAN 5000 SF / 1,000 SY OR CLOSER AS MIGHT BE NECESSARY IN THE EVENT OF VARIATIONS IN SUBSOIL CONDITIONS. (MIN. OF 3 / 1 PER JOB)
(2) DENSITY TESTS SHALL BE TAKEN AT INTERVALS OF NOT MORE THAN 5000 SF OR CLOSER AS MIGHT BE NECESSARY.
C. BASE: (1) F.B.V./L.B.R. (PER PLAN) TEST SHALL BE TAKEN AT INTERVALS OF NOT MORE THAN 5000 SF / 10 000 SY OR LESS THAN (MIN. OF 3 / 1 PER JOB)
(2) DENSITY TESTS SHALL BE TAKEN AT INTERVALS OF NOT MORE THAN 5000 SF OR CLOSER AS MIGHT BE NECESSARY.
D. PIPE BACKFILL: DENSITY TEST 3 SHALL BE TAKEN AT A MAXIMUM OF 50 FT. BETWEEN TESTS, 2 ABOVE, PIPE, 1 BELOW GRADE, MIN., AND AT PIPE DEPTHS GREATER THAN 5 FT., AN ADDITIONAL TEST SHALL BE TAKEN AT MID DEPTH OF BACKFILL
E. STRUCTURES: A MINIMUM OF 1 DENSITY TEST SHALL BE REINFORCED IN THE STABILIZED SUBGRADE, AND WITHIN THE BACKFILL FOR EACH 12" LIFT, ADJACENT TO EACH STRUCTURE INSTALLED.
F. BUILDING PAD: AS SPECIFIED IN ARCHITECTURAL PLANS.
G. CURB PADS - DENSITY TEST SHALL BE TAKEN AT A MAXIMUM OF 500 FT. INTERVALS

ALL TESTS SHALL BE PAID FOR BY THE CONTRACTOR.

CLEAN-UP
THE CONTRACTOR MUST PROVIDE CLEAN-UP OF EXCESS CONSTRUCTION MATERIAL UPON COMPLETION OF THE PROJECT. THE SITE MUST BE LEFT IN A NEAT, CLEAN, GRADED CONDITION.

DRAINAGE STRUCTURE SPECIFICATIONS
STORM INLETS AND MANHOLES SHALL BE CONSTRUCTED IN GENERAL ACCORDANCE WITH SECTION 425 OF THE STANDARD SPECIFICATIONS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION. CONCRETE SHALL HAVE A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 4000 PSI. ALL REINFORCING STEEL TO BE ASTM A 615-72 GRADE 60, FY = 40,000 PSI, AND SHALL BE HANDLED AND PLACED IN ACCORDANCE WITH ACI 315-74. PRECAST CONCRETE MANHOLES AND STORM INLETS MAY BE USED UPON THE ENGINEER'S APPROVAL OF THE MANUFACTURER'S SHOP DRAWINGS.

PRECAST INLET/MANHOLES
ALL STORM INLETS SHALL BE PRECAST REINFORCED CONCRETE IN ACCORDANCE WITH APPLICABLE REFERENCES TO FDOT DRAWINGS IN THE 'FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS', LATEST EDITION. TYPE II PORTLAND CEMENT SHALL BE USED IN THE CONCRETE MIX. CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH AT 28-DAYS OF 4000 PSI.

CULVERT PIPE
INSTALL PIPE CULVERTS AND STORM SEWERS IN ACCORDANCE WITH SECTION 430 AND RELATED SECTIONS OF THE STANDARD SPECIFICATIONS AT THE LOCATIONS DEPICTED IN THE PLANS. FURNISH AND INSTALL SANITIGHT (WATERTIGHT TO 2 PSI) PIPE JOINTS AND PIPE/STRUCTURE JOINTS. ALL JOINTS SHALL BE GASKETED. REINFORCED CONCRETE PIPES (R.C.P.) SHALL BE IN ACCORDANCE WITH SECTION 941 OF THE STANDARD SPECIFICATIONS CORRUGATED ALUMINUM PIPE SHALL BE IN ACCORDANCE WITH SECTION 945 OF THE STANDARD SPECIFICATIONS. ADS (CORRUGATED POLYETHYLENE) SHALL BE IN ACCORDANCE WITH SECTION 948-3.3 OF THE STANDARD SPECIFICATIONS.

BACKFILLING OVER PIPE CULVERT AND STORM SEWERS SHALL BE COMPLETED IN MAXIMUM 4" LIFTS TO THE SPRINGLINE MAXIMUM 6" LIFTS, TO A POINT 12" ABOVE THE PIPE, AND IN 12" LIFTS BEYOND, COMPACTED TO A MINIMUM OF 98% OF MAXIMUM DRY DENSITY. TYPE 3 MATERIAL SHALL BE USED FOR ALL BACKFILL, UNLESS OTHERWISE SPECIFIED ON THE PLANS OR BY THE ENGINEER.

FURNISH AND INSTALL FILTER FABRIC JACKET AROUND ALL PIPE JOINTS AND THE JOINT BETWEEN THE PIPE AND THE STRUCTURE IN ACCORDANCE WITH DESIGN STANDARDS INDEX NUMBERS 280 & 284. USE FABRIC MEETING THE PHYSICAL REQUIREMENTS OF TYPE 3 SPECIFIED ON THE DESIGN STANDARDS, INDEX 199. THE FABRIC SHALL EXTEND A MINIMUM OF 12 INCHES (300 MM) BEYOND EACH SIDE OF THE JOINT OR BOTH EDGES OF THE COUPLING BAND, IF A COUPLING BAND IS USED. THE FABRIC SHALL HAVE A MINIMUM WIDTH OF 24 INCHES (600 MM) AND A LENGTH SUFFICIENT TO PROVIDE A MINIMUM OVERLAP OF 24 INCHES (600 MM), SECURE THE FIRST BY FABRIC JACKET AGAINST THE OUTSIDE OF THE PIPE BY METAL OR PLASTIC STRAPPING OR BY OTHER METHODS APPROVED THE THE ENGINEER.

CONCRETE
UNLESS OTHERWISE SPECIFIED OR INDICATED, ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH AT 28-DAYS OF 3000 PSI. ALL WORK SHALL COMPLY WITH THE CURRENT EDITION OF THE AMERICAN CONCRETE INSTITUTE (ACI) BUILDING CODE AND THE APPLICABLE BUILDING CODES HAVING JURISDICTION IN THE AREA.

RECORD DRAWINGS
CONTRACTOR SHALL KEEP AND MAINTAIN RECORD DRAWINGS ON THE PROJECT SITE AT ALL TIMES WHICH SHALL BE ANNOTATED BY THE CONTRACTOR DEPICTING ANY CHANGES MADE IN THE FIELD WHICH DEPARTS FROM THE CONTRACT DRAWINGS. RECORD DRAWINGS SHALL INCLUDE, BUT ARE NOT LIMITED TO, HORIZONTAL LOCATION AND VERTICAL ELEVATION OF INVERT AND TOP OF CULVERTS, SEWER MANHOLES, DRAINAGE STRUCTURES, INLETS, UTILITY MAINS AND AS-BUILTS OF ALL LAKE BANKS, LOTS/BLOCKS, PAVE, SWALES, BERMS, CURBS, PAVEMENT, SIDEWALKS - DEPICTING HORIZONTAL LOCATION AND ELEVATIONS. CONTRACTOR SHALL SUBMIT COMPLETE AND FINAL RECORD DRAWINGS TO ENGINEER UPON COMPLETION OF PROJECT AND PRIOR TO FINAL INSPECTION AND FINAL PAYMENT.

THE CONTRACTOR SHALL BE REQUIRED TO HAVE A SURVEYOR PROVIDE CERTIFIED RECORD DRAWINGS/AS-BUILTS. THESE DRAWINGS SHALL BE PROVIDED IN AN ACAD ELECTRONIC FILE AS WELL AS ON SUBMISSIBLE HARD COPIES. THE AS-BUILTS MUST MEET J.R.C. UTILITY DEPT. CRITERIA FOR WATER MAIN AND SEWER AS-BUILTS, INCLUDING TIES TO STATE PLANE COORDINATES.

INSPECTION
MINIMUM CONSTRUCTION INSPECTION CHECKPOINTS
THE ENGINEER SHALL BE NOTIFIED 24 HOURS IN ADVANCE:
A. PRIOR TO ANY MAJOR DEVIATION FROM THE APPROVED PLANS
B. PRIOR TO BACKFILLING ANY PIPE TRENCHES.
C. UPON COMPLETION OF SUBGRADE AND COMPACTION.
D. PRIOR TO POURING CURBS, SIDEWALKS OR OTHER FLATWORK.
E. UPON BEGINNING OF SPREADING OF ROCK BASE MATERIAL.
F. UPON COMPLETION OF GRADING AND COMPACTION OF BASE MATERIAL AND PRIOR TO PRIMING.
G. IMMEDIATELY PRIOR TO AND UPON APPLICATION OF A.C.S.C.
H. UPON COMPLETION OF CONSTRUCTION.

ACCEPTABLE TEST RESULTS MUST BE PROVIDED TO THE ENGINEER PRIOR TO COMMENCING SUCCESSIVE STEPS OF CONSTRUCTION, INCLUDING:
- PIPE BACKFILL AND EMBANKMENT DENSITIES PRIOR TO SUBGRADE PREPARATION.
- SUBGRADE TESTING PRIOR TO BASE PREPARATION, CONCRETE CURB OR SIDEWALK CONSTRUCTION.
- BASE TESTING PRIOR TO APPLICATION OF SURFACE COURSES.

WHERE REFERENCES ARE MADE TO ROADWAY CONSTRUCTION, IT IS INTENDED TO INDICATE CONSTRUCTION FOR ROADWAYS AND/OR PARKING LOTS/DRIVEWAYS.

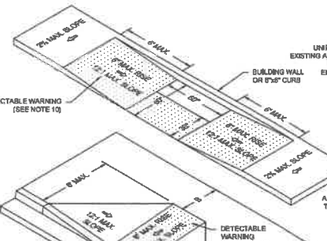
TEMPORARY MARKING NOTES:
1. ALL PAINTED SPACE DIVIDERS AND ROADWAY MARKINGS ON PAVEMENT (PERMANENT/SET) WITH THE EXCEPTION TO THE HANDICAPPED PARKING SPACES SHALL BE MARKED IN REFLECTORIZED TRAFFIC PAINT AND SET IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION'S STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2010, SECTION 102, TYPE D.
2. ALL HANDICAPPED PARKING SPACES SHALL BE PROPERLY SIGNED AND MARKED IN ACCORDANCE WITH THE F.D.O.T. 'STANDARD INDEX NO. 17356'.
3. TRAFFIC FLOW ARROWS THRU PARKING AREAS ARE FOR DIRECTION AND ARE TO BE PAINTED.
4. STOP BARS SHALL BE 24" WIDE.
5. ALL SIGNS AND PAVEMENT MARKINGS SHALL BE IN WITH F.D.O.T. TRAFFIC DESIGN STANDARDS AND THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
6. ALL PAVEMENT MARKINGS FOR THE PROPOSED PUBLIC ROADWAYS AND ALL MARKINGS AT INTERSECTIONS OF PRIVATE ROADS/DRIVEWAYS WITH PUBLIC ROADS SHALL BE EXTRUDED TYPE ALKYD BASE THERMOPLASTIC AND SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION'S SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, SECTION 710.
7. SPECIAL MARKINGS (CROSS WALK, STOP BARS, ROADWAY CONTINUOUS STRIPING, THRU ARROWS, PAVEMENT MARKINGS FOR TRAFFIC SEPARATORS, ETC., SHALL BE IN ACCORDANCE WITH THE F.D.O.T. INDEX NO. 17346.

SIGNS:
1. ALL SIGNS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
2. ALL SIGNS SHALL BE TYPE 'C' SINGLE COLUMN GROUND MOUNTING IN ACCORDANCE WITH F.D.O.T. INDEX NO. 11860 WIND LOAD SHALL BE 120 M.P.H. (LINDIAN RIVER COUNTY)
3. ALL SIGNS PLACEMENT SHALL BE IN ACCORDANCE WITH F.D.O.T. INDEX NO. 17302.

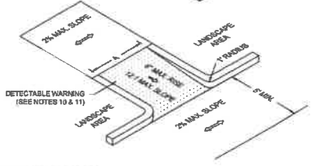
ADDITIONAL SPECIFICATIONS FOR WORK WITHIN A PUBLIC R.O.W.:
1. ALL MATERIALS AND CONSTRUCTION WITHIN PUBLIC RIGHT-OF-WAY SHALL CONFORM TO THE FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS (LATEST EDITION), STANDARD SPECIFICATIONS (LATEST EDITION) AND THE SUPPLEMENTS THERETO.
2. THE APPLICANT'S ENGINEER RESPONSIBLE FOR CONSTRUCTION INSPECTION SHALL INSURE THAT THE MAINTENANCE OF TRAFFIC PLAN (MOT) FOR THE PROJECT IS IN CONFORMANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION'S (FDOT) STANDARDS AND MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS (LOF DEPARTMENT OF TRANSPORTATION, FHWA). THE CONTRACTOR SHALL PROVIDE NECESSARY 'M.O.T.' AS SPECIFIED IN THIS PLANS AND PERMITS, AND AS DIRECTED BY THE FIELD BY THE ENGINEER OR PUBLIC WORKS/FDOT REPRESENTATIVE.
3. AT THE END OF EACH WORK PERIOD, ANY DROP-OFF IN THE AREA ADJACENT TO THE TRAVEL WAY OF THE ENTIRE ROAD SHALL BE BACKFILLED IN ACCORDANCE WITH STANDARD INDEX 600 OR SHALL BE OTHERWISE PROTECTED WITH TEMPORARY BARRIER WALL AT THE CONTRACTORS EXPENSE.
4. IF THE PERMITTED WORK IS ON A ROADWAY THAT HAS BEEN SELECTED AS A HURRICANE OR DISASTER EVACUATION ROUTE, THE APPLICANT, AT THE PRE-CONSTRUCTION CONFERENCE IS REQUIRED TO PRESENT, AS PART OF THE WORK PLAN, AN EMERGENCY FUNCTIONAL RESTORATION PLAN TO ADDRESS EVENTUALITIES SUCH AS HURRICANES.
5. THE CONTRACTOR MUST CALL THE APPROPRIATE COUNTY TRAFFIC ENGINEERING DIVISION, HAVING JURISDICTION OVER THE PROJECT AT LEAST 48 HOURS, BEFORE ANY EXCAVATION WITHIN THE FDOT RIGHT-OF-WAY TO DETERMINE THE LOCATION OF THE EXISTING TRAFFIC SIGNAL INTERCONNECT CABLE.
6. THE LOCATION OF EXISTING UTILITIES SHOWN ARE APPROXIMATE ONLY, THE EXACT LOCATION SHALL BE DETERMINED BY THE CONTRACTOR DURING CONSTRUCTION. THE APPLICANT AT THE EARLIEST CONVENIENT TIME SHALL NOTIFY IN WRITING ALL RIGHT-OF-WAY USERS AFFECTED BY THE CONSTRUCTION OF THIS PROJECT.
7. BEFORE PERMIT APPROVAL AND CONSTRUCTION OF THIS PROJECT, THE APPLICANT MUST CONTACT THE FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL MAINTENANCE OFFICE TO SCHEDULE A PRE-CONSTRUCTION MEETING. THE TELEPHONE NUMBER IS 561-495-7300 OR 1-800-30-8256.
8. THE APPLICANT AT THE EARLIEST CONVENIENT TIME SHALL NOTIFY IN WRITING ALL RIGHT-OF-WAY USERS AFFECTED BY THE CONSTRUCTION OF THIS PROJECT.
9. ALL CURB CUT RAMPS MUST FACE IN THE DIRECTION OF PEDESTRIAN TRAVEL.
10. AT THE END OF EACH WORK PERIOD, ANY DROP-OFF IN THE AREA ADJACENT TO THE TRAVEL OF THE STATE ROAD SHALL BE BACKFILLED IN ACCORDANCE WITH STANDARD INDEX 600 OR SHALL BE OTHERWISE PROTECTED WITH TEMPORARY BARRIER WALL AT THE CONTRACTORS EXPENSE, IN ACCORDANCE WITH STANDARD INDEX 600 OR SHALL BE OTHERWISE PROTECTED WITH TEMPORARY BARRIER WALL AT THE CONTRACTORS EXPENSE.
11. ALL NOT LANE CLOSURE SHALL BE ALLOWED IN BOTH LANES ARE NOT CLOSED. NO LANES ARE TO BE CLOSED BEFORE 9:00 AM AND ALL LANES ARE TO OPENED BY 4:00 PM.
12. PAVEMENT SPECIFICATION: MATCH EXISTING TYPE AND DEPTH OF ASPHALT TO 3 1/2" MAXIMUM., INCLUDING FRICTION COURSE.

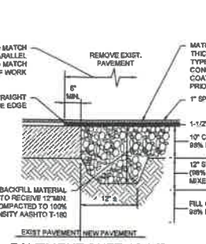
MINIMUM DIMENSION		
RAMP LOCATION	A	B
AT OUTSWING DOOR	44"	60"
AT INSWINGBUILDING DOOR	44"	48"
NO DOORWAY	36"	36"

NOTES:
1. ALL ACCESSIBLE COMPONENTS CONSTRUCTED AS PART OF THESE PLANS SHALL COMPLY WITH CHAPTER 11 OF THE FLORIDA BUILDING CODE.
2. ACCESSIBLE ROUTE TO ACCESSIBLE SPACES, BUILDING ENTRANCES, AND PUBLIC STREETS SHALL NOT EXCEED 5% RUNNING SLOPE AND 2% CROSS SLOPE.
3. CHANGE IN ELEVATION WITHIN THE ACCESSIBLE ROUTE IS NOT TO EXCEED ½" WITHOUT A CURB RAMP.
4. UNLESS OTHERWISE SHOWN ON THE PLANS, THE MINIMUM CLEAR ROUTE SHALL BE 36" WIDE WITH A 60"x60" PASSING SPACE EVERY 200 FEET.
5. ACCESSIBLE ROUTES THROUGH PLANTERS SHALL BE LEVEL WITH THE SURROUNDING PAVEMENT OR PROVIDE CURB RAMPS AT EACH END WITH A MINIMUM 48" LEVEL LANDING IN BETWEEN.
6. THE ACCESSIBLE ROUTE IN FRONT OF PULL-IN PARKING SHALL BE A MINIMUM OF 44" WIDE AND NOT REDUCED BY VEHICLE OVERHANGS, CURBING, SIGN POSTS, OR OTHER OBSTRUCTIONS.
7. ANY WALK THAT CROSSES OR ADJOINS A VEHICULAR WAY NOT SEPARATED BY CURBS, RAILINGS, OR OTHER ELEMENTS SHALL BE DEFINED BY A CONTINUOUS 36" WIDE DETECTABLE WARNING.
8. SPECIAL RAMP RULES APPLY FOR ANY RISE GREATER THAN 6" INCLUDING BUT NOT LIMITED TO RESTRICTION ON SLOPE, TOTAL RISE BETWEEN LANDINGS, AND USE OF HANDRAILS, PER F.B.C 11-4.8.
9. PUBLIC SIDEWALK CURB RAMPS CONSTRUCTED WITHIN A PUBLIC RIGHT-OF-WAY, IN ABSENCE OF LOCAL ROADWAY GUIDELINES, SHALL MEET THE REQUIREMENTS OF F.D.O.T INDEX 304.
10. CURB RAMPS SHALL HAVE A DETECTABLE WARNING EXTENDING THE FULL WIDTH AND DEPTH OF THE RAMP
11. DETECTABLE WARNINGS SHALL CONSIST OF TRUNCATED DOMES PER LOCAL BUILDING CODE REQUIREMENTS AND FDOT REGULATIONS.



ACCESSIBLE RAMPS
N.T.S





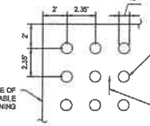
PAVEMENT BUTT JOINT
N.T.S.



NOTE: TO BE PAID FOR AS PARENT CURB

MOD. MIAMI CURB

CURB DETAIL
N.T.S.



BASE-TO-BASE SPACING SHALL BE 0.65" MINIMUM BETWEEN DOMES.

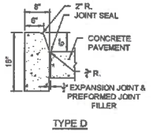
PLAN VIEW



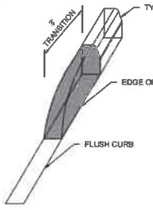
TOP WIDTH OF THE DOME SHALL BE A MINIMUM OF 50% AND A MAXIMUM OF 65% OF THE BASE DIAMETER.
DOME HEIGHT TOLERANCE = ± 02"
MAXIMUM DOME WIDTH = 1.4"

TRUNCATED DOME

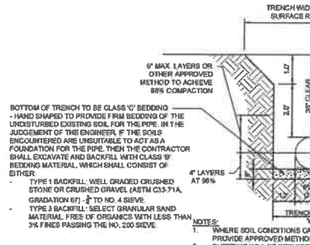
TRUNCATED DOMES DETAIL
N.T.S

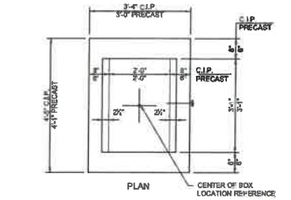


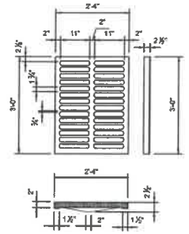
TYPE D
CURB DETAILS
N.T.S.



3' CURB TRANSITION
N.T.S.


TRENCH WIDTH 'W' + 4' MIN SURFACE RESTORATION
12" MIN
6" MAX. LAYERS OR OTHER APPROVED METHOD TO ACHIEVE 98% COMPACTION
1.2'
2.0'
EXISTING BASE COURSE MATERIAL
1.2'
4" LAYERS AT 98%
PIPE O.D.
1.2'
1.2'
TRENCH WIDTH 'W'
UNDISTURBED SOIL
MECHANICAL COMPACTION NOT ALLOWED BELOW THIS LEVEL
SUBSEQUENT BACKFILL MATERIAL SHALL MEET THE SAME REQUIREMENTS AS FOR INITIAL BACKFILL, EXCEPT THAT IT MAY BE BACKFILLED AND COMPACTED (MECHANICALLY) IN 12" LIFTS,





HORIZONTAL WALL REINFORCING SCHEDULES (TABLE 1)

WALL DEPTH	SCHEDULE	AREA ($in.^2/ft.$)	MAX. SPACING	
			BARS	WWF
0'-15'	A12	0.20	12"	8"

TYPE C

RECOMMENDED MAXIMUM PIPE SIZE:

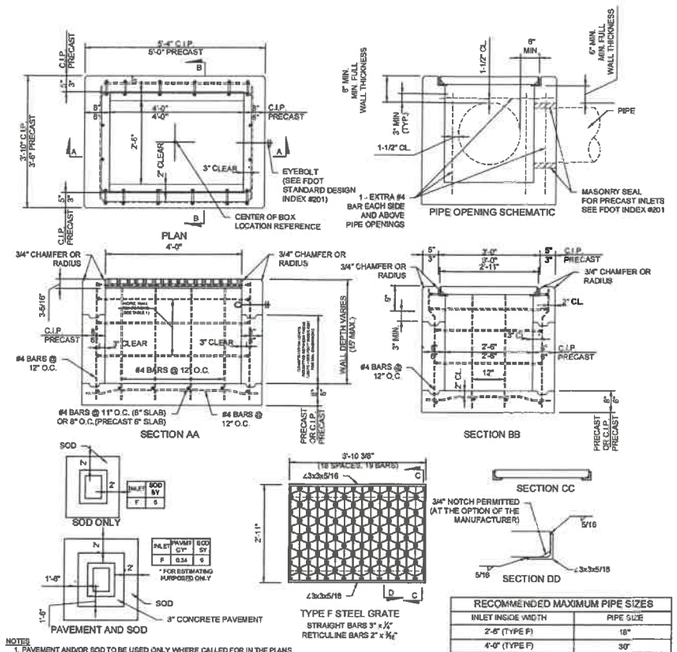
2'-0" WALL - 18" PIPE
3'-1" WALL - 24" PIPE (18" WHERE AN 18" PIPE ENTERS A 2'-0" WALL)

NOTE: STEEL GRATES ARE REQUIRED ON INLETS WITH TRAVERSABLE SLOTS AND ON INLETS WHERE BICYCLE TRAFFIC IS ANTICIPATED

GENERAL NOTES
1. THESE INLETS ARE SUITABLE FOR BICYCLE TRAFFIC AND ARE TO BE USED IN DITCHES, MEDIANS AND OTHER AREAS SUBJECT TO INFREQUENT TRAFFIC LOADINGS BUT ARE NOT TO BE PLACED IN AREAS SUBJECT TO ANY HEAVY WHEEL LOADS. THESE INLETS MAY BE PLACED IN AREAS SUBJECT TO OCCASIONAL PEDESTRIAN TRAFFIC SUCH AS LANDSCAPED AREAS AND PAVEMENT AREAS WHERE PEDESTRIANS CAN WALK AROUND THE INLET.
2. INLETS SUBJECT TO MINIMAL DEBRIS SHOULD BE CONSTRUCTED WITHOUT SLOTS. WHERE DEBRIS IS A PROBLEM INLETS SHOULD BE CONSTRUCTED WITH SLOT B. SLOTTED INLETS LOCATED WITHIN ROADWAY CLEAR ZONES AND AREAS SUBJECT TO PEDESTRIANS SHALL HAVE TRAVERSABLE SLOTS. THE TRAVERSABLE SLOT MODIFICATION IS NOT ADAPTABLE TO INLET TYPE H. SLOTS MAY BE CONSTRUCTED AT EITHER OR BOTH ENDS AS SHOWN ON PLANS. TRAVERSABLE SLOTS SHALL NOT BE USED IN AREAS SUBJECT TO OCCASIONAL BICYCLE TRAFFIC.
3. STEEL GRATES ARE TO BE USED ON ALL INLETS WHERE BICYCLE TRAFFIC IS ANTICIPATED. STEEL GRATES ARE TO BE USED ON ALL INLETS WITH TRAVERSABLE SLOTS. EITHER CAST IRON OR STEEL GRATES MAY BE USED ON INLETS WITH OUT SLOTS WHERE BICYCLE TRAFFIC IS NOT ANTICIPATED. EITHER CAST IRON OR STEEL GRATES MAY BE USED ON ALL INLETS WITH NON-TRAVERSABLE SLOTS. SUBJECT TO THE SELECTION DESCRIBED ABOVE, WHEN ALTERNATIVE G GRATE IS SPECIFIED IN THE PLANS, EITHER THE STEEL GRATE NOT DIP GALVANIZED AFTER FABRICATION, OR THE CAST IRON GRATE MAY BE USED, UNLESS THE PLANS STIPULATE THE PARTICULAR TYPE.
4. RECOMMENDED MAXIMUM PIPE SIZES SHOWN ARE FOR CONCRETE PIPE. SIZE FOR OTHER TYPES OF PIPE MUST BE CHECKED FOR FIT.
5. ALL EXPOSED EDGES AND CORNERS SHALL BE ¾" CHAMFER OR TOOLED TO ¾" RADIUS
6. CONCRETE INLET PAVEMENT TO BE USED ON INLETS WITHOUT SLOTS AND INLETS WITH NON-TRAVERSABLE SLOTS ONLY WHEN CALLED FOR IN THE PLANS BUT REQUIRED ON ALL TRAVERSABLE SLOT INLETS. COST TO BE INCLUDED IN CONTRACT UNIT PRICE FOR INLETS. QUANTITIES SHOWN ARE FOR INFORMATION ONLY.
7. TRAVERSABLE SLOTS CONSTRUCTED IN EXISTING INLETS SHALL BE PAID FOR AS INLETS PARTIAL FOR CONVERSION WORK AND METHOD OF PAYMENT SEE "TRAVERSABLE SLOT INLETS (PARTIAL) FOR EXISTING INLETS".
8. SODDING TO BE USED ON ALL INLETS NOT LOCATED IN PAVED AREAS AND PAID FOR UNDER CONTRACT UNIT PRICE FOR PERFORMANCE TURF, SY.
9. FOR SUPPLEMENTARY DETAILS SEE FDOT STANDARD INDEX DETAIL # 201.
10. ALL REINFORCING IS GRADE 60 BARS WITH 2" MIN. COVER UNLESS OTHERWISE NOTED. BARS TO BE CUT OR BENT FOR 1-1/2" CLEARANCE AROUND PIPE OPENING. PROVIDE ONE ADDITIONAL #4 BAR ABOVE AND AT EACH SIDE OF PIPE OPENING.

FDOT TYPE 'C' INLET

SCALE: N.T.S.



NOTES
1. PAVEMENT AND/OR SOD TO BE USED ONLY WHERE CALLED FOR IN THE PLANS.
2. COST OF PAWING TO BE INCLUDED IN COST OF INLET.

PAVEMENT AND SODDDING

HORIZONTAL WALL REINFORCING SCHEDULES TYPE 'F' INLET (TABLE 1)

WALL DEPTH	SCHEDULE	AREA ($in.^2/ft.$)	MAX. SPACING	
			BARS	WWF
0'-4'	A12	0.20	12"	8"
4'-7"	A8	0.20	8"	5"
7'-12'	B5.5	0.24	5.5"	5"
12'-15'	SPECIAL 1	0.27	5"	4"

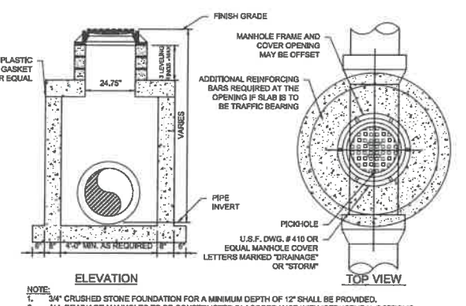
RECOMMENDED MAXIMUM PIPE SIZES	
INLET INSIDE WIDTH	PIPE SIZE
2'-6" (TYPE F)	18"
4'-0" (TYPE F)	30"

NOTE:
RECOMMENDED SIZES ARE FOR CONCRETE PIPE. SIZES FOR OTHER TYPES OF PIPE MUST BE VERIFIED FOR FIT IN ACCORDANCE WITH FDOT STANDARD INDEX #201, FOR LARGER PIPE SIZES SEE NOTE #3.

GENERAL NOTES
1. THESE INLETS ARE DESIGNED FOR USE IN DITCHES, MEDIANS, PAVEMENT AREAS, OR OTHER AREAS SUBJECT TO HEAVY WHEEL LOADS, MINIMAL DEBRIS, AND BICYCLE TRAFFIC. THIS INLET MAY BE PLACED IN AREAS SUBJECT TO OCCASIONAL PEDESTRIAN TRAFFIC SUCH AS LANDSCAPED AREAS AND PAVEMENT AREAS WHERE PEDESTRIANS CAN WALK AROUND THE INLET. WHEN INLET IS PLACED IN AREAS SUBJECT TO BICYCLE TRAFFIC, INSTALL FILLER BAR WHEN CLEARANCE OR GAP IS GREATER THAN 1" AS SHOWN IN FDOT STANDARD INDEX #218 INSET B.
2. WHEN ALTERNATE G GRATE IS SPECIFIED IN PLANS, THE GRATE IS TO BE HOT DIP GALVANIZED AFTER FABRICATION.
3. THESE INLETS MAY BE USED WITH ALTERNATE B STRUCTURE BOTTOMS. FDOT STANDARD INDEX #200. THE INLET AND BOTTOM COMBINATIONS ARE TO BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR INLETS (DT BOT) (TYPE F,J) (NOT, DEPTH) EA.
4. ALL EXPOSED EDGES AND CORNERS SHALL BE ¾" CHAMFER OR TOOLED TO ¾" RADIUS.
5. FOR SUPPLEMENTAL DETAILS, SEE FDOT STANDARD INDEX #201
6. ALL REINFORCING IS GRADE 60 BARS WITH 2" MIN. COVER UNLESS OTHERWISE NOTED BARS TO BE CUT OR BENT FOR 1-1/2" CLEARANCE AROUND PIPE OPENING. PROVIDE ONE ADDITIONAL #4 BAR ABOVE AND AT EACH SIDE OF PIPE OPENING.
7. ALL DIMENSIONS ARE FOR BOTH PRECAST AND CAST-IN PLACE INLETS UNLESS OTHERWISE NOTED

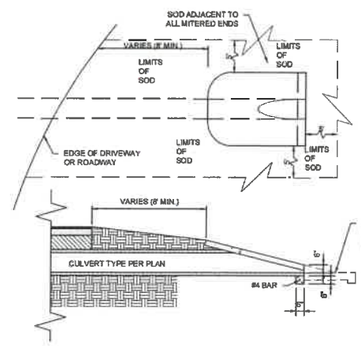
FDOT TYPE 'F' INLET

SCALE: N.T.S.



NOTE:
1. 3/4" CRUSHED STONE FOUNDATION FOR A MINIMUM DEPTH OF 12" SHALL BE PROVIDED.
2. ALL DRAINAGE MANHOLES TO BE CONSTRUCTED IN ACCORDANCE WITH "STRUCTURAL BOTTOMS, TYPE P AND J, F.D.O.T. STANDARD INDEX No. 200, WITH MANHOLE TOP TYPE 5, F.D.O.T. STANDARD INDEX No. 201.

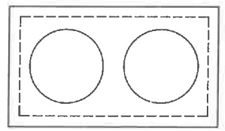
TYPICAL DRAINAGE JUNCTION MANHOLE
N.T.S.

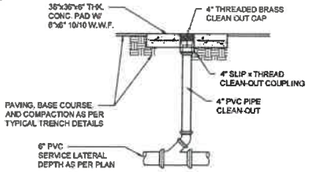


BIT. COATED CMP SHALL BE USED AT ALL M.E.S. SECTIONS FOR ADS CULVERTS CONC. JACKET OR OTHER APPROVED TRANSITION (FORMED METAL BAND) SHALL BE USED TO COUPLE THE PIPES.

SEE FDOT INDEX NO. 272, 273 AS APPLICABLE FOR CONSTRUCTION DETAILS OF MITERED END, DETAILS, DIMENS., ETC. DEPEND ON TYPE AND DIA. OF PIPE. SIDE DRAINS: FDOT INDEX 273 CROSS DRAINS: FDOT INDEX 272

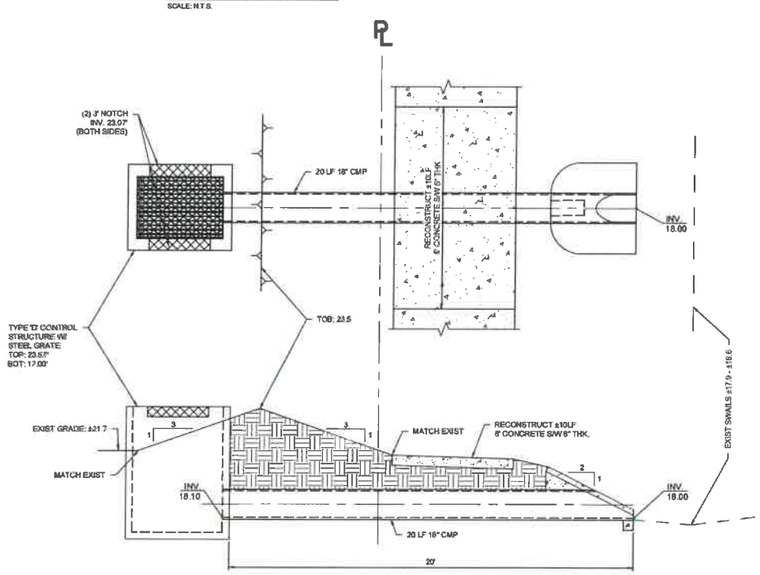
MITERED END SECTION
N.T.S.



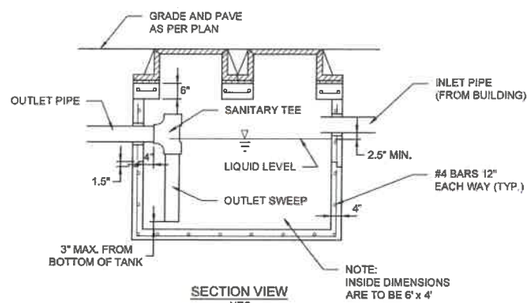


NOTE: AT NON-TRAFFIC BEARING AREAS, CONC. PAD IS NOT REQUIRED, AND CAP MAY BE PVC.

TYPICAL CLEAN-OUT DETAIL
N.T.S.



[D-10] CONTROL STRUCTURE DETAIL
N.T.S.



SECTION VIEW
NTS

NOTES:
1. ALL PIPING SHALL BE A MIN. OF 4" TYPE ASTM D 3034-SDR35.
2. PIPING SHALL BE INSTALLED USING A CONC. MANHOLE ADAPTER
3. SANITARY 'T' OUTLET SHALL BE INSTALLED 4" INSIDE MANHOLE WALL
4. TANK SHALL BE 750 GALLON TANK, OR ADDITIONAL COMBINATIONS OF THESE TANKS.
5. TANK AND LID MUST BE TRAFFIC BEARING
6. WALLS AND BOTTOM SLABS MIN. 4" THICK REINFORCED CONCRETE
7. TOP SLAB MIN. 6" THICK REINFORCED CONCRETE
8. SECTIONS SHALL BE JOINED AND SEALED WITH MIN. 1-3/4" "RAM-NEK" SEALER OR EQUIVALENT TO FORM A WATERTIGHT SEAL
9. TRAFFIC RING AND COVER BY U.S. FOUNDRY STYLE 33A OR APPROVED EQUAL

⚠ POLLUTANT INTERCEPTOR DETAIL

NO.	REVISION	DATE
1	REV. PER RC & COS COMM.	09/04/25
2	REV. PER COS COMMENTS	11/17/25

DRAWING	SHEET
STANDARD	J.M.S.
DRAWN	M.F.
CHECKED	J.M.S.
SCALE	1" = 30'-0"
DATE	10/23/2024

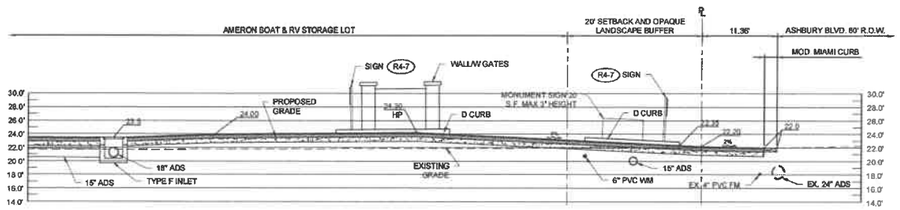
THE DRAWINGS AND SPECIFICATIONS AS INSTRUMENTS OF SERVICE ARE AND SHALL REMAIN THE PROPERTY OF SCHULKE, BITTLE & STODDARD, L.L.C. WHETHER THE PROJECT FOR WHICH THEY ARE MADE IS EXECUTED OR NOT. THE DRAWINGS AND SPECIFICATIONS ARE NOT TO BE USED BY THE OWNER OR OTHERS ON EXTENSIONS OF THE PROJECT OR ON ANY OTHER PROJECT WITHOUT THE WRITTEN AGREEMENT OF THE ARCHITECT/ENGINEER. ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING COPYRIGHT, ARE RESERVED.

SCHULKE, BITTLE & STODDARD, L.L.C.
CIVIL & STRUCTURAL ENGINEERING · LAND PLANNING · ENVIRONMENTAL PERMITTING
CERTIFICATION OF AUTHORIZATION NO.: 00008668
1717 INDIAN RIVER BLVD., SUITE 201 VERO BEACH, FLORIDA 32960
TEL 772 / 770-9622 FAX 772 / 770-9496 EMAIL info@sbsengineers.com

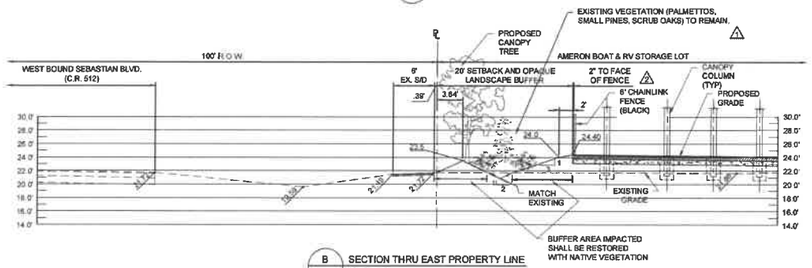
PAVING, GRADING, DRAINAGE AND UTILITIES PLAN DETAILS – II

AMERON BOAT & RV STORAGE
SEBASTIAN BLVD.
SEBASTIAN, FL
INDIAN RIVER COUNTY

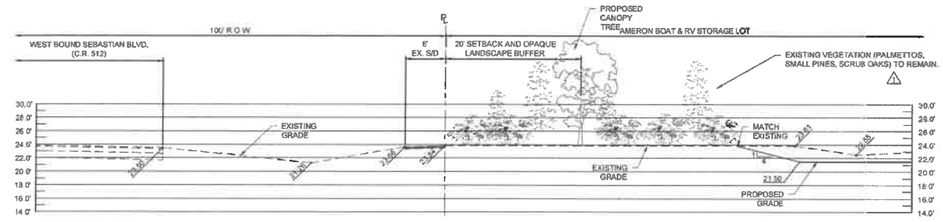
ENGINEER CERTIFICATION
DATE:
SHEET
C–502
PROJECT NO.
18–143



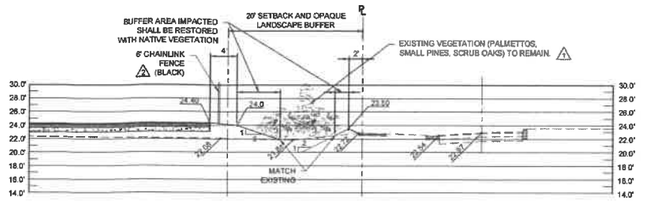
A C-500 SECTION THRU ENTRANCE
SCALE 1" =10'



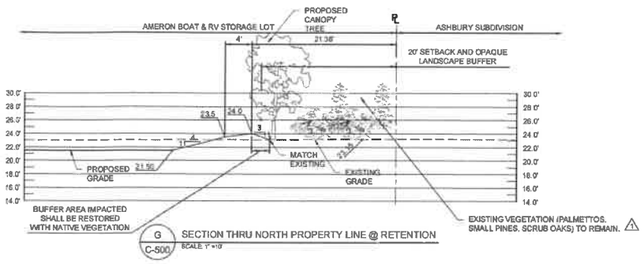
B C-500 SECTION THRU EAST PROPERTY LINE
SCALE 1" =10'



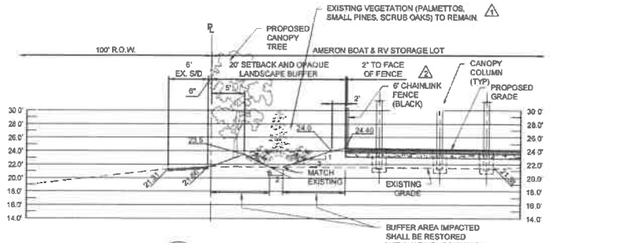
C C-500 SECTION THRU EAST PROPERTY LINE @ RETENTION
SCALE 1" =10'



F C-500 SECTION THRU NORTH PROPERTY LINE
SCALE 1" =10'



G C-500 SECTION THRU NORTH PROPERTY LINE @ RETENTION
SCALE 1" =10'



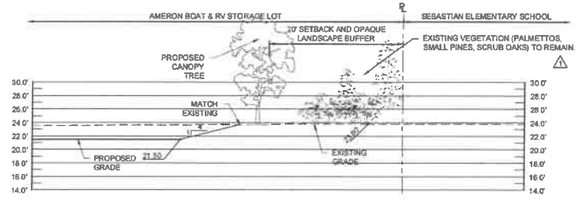
H C-500 SECTION THRU EAST PROPERTY LINE
SCALE 1" =10'

GENERAL RETENTION AREA EARTHWORK NOTES:

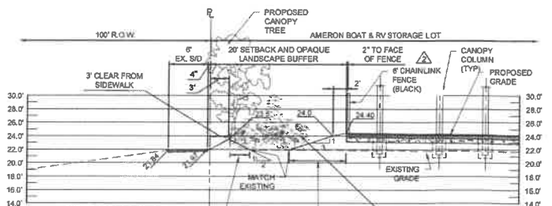
- ANY IMPORT FILL MATERIAL PLACED IN THE RETENTION AREA SHALL BE BETTER THAN OR EQUIVALENT TO 20 FEET/DAY.
- COMPACTION OF ALL RETENTION AREA FILL SHALL BE COMPACTED TO 95% OF THE MODIFIED PROCTOR. EACH LAYER OF FILL SHALL BE COMPACTED AS NECESSARY TO OBTAIN THAT DENSITY, AND IS TO BE CERTIFIED BY THE GEOTECHNICAL ENGINEER AT THE TIME OF CONSTRUCTION. NO COMPACTION EQUIPMENT SHALL TRAVERSE ANY PIPE UNTIL MINIMUM COVER IS PLACED OVER PIPE TO PREVENT DAMAGE TO THE PIPE.
- THE DISTRIBUTION OF MATERIALS THROUGHOUT EACH ZONE SHALL BE ESSENTIALLY UNIFORM, AND THE FILL SHALL BE FREE FROM LENSES, POCKETS, STREAKS OR LAYERS OF MATERIAL DIFFERING SUBSTANTIALLY IN TEXTURE, MOISTURE CONTENT, OR GRADATION FROM THE SURROUNDING MATERIAL.
- THE TOP SURFACES OF EMBANKMENTS SHALL BE MAINTAINED APPROXIMATELY LEVEL DURING CONSTRUCTION, EXCEPT THAT A CROWN OR CROSS-SLOPE OF APPROXIMATELY 2 PERCENT SHALL BE MAINTAINED TO ENSURE EFFECTIVE DRAINAGE.
- EMBANKMENTS TO BE BUILT EXTENDING AN EXISTING EMBANKMENT SHALL BE CONSTRUCTED AS DESCRIBED ABOVE AND BUILT SO THAT THE SLOPE OF THE BONDING SURFACES BETWEEN EMBANKMENT IN PLACE AND EMBANKMENT TO BE PLACED IS NOT STEEPER THAN 3 FEET HORIZONTAL TO 1 FOOT VERTICAL. THE BONDING SURFACE OF THE EMBANKMENT IN PLACE SHALL BE STRIPPED OF ALL MATERIAL NOT MEETING THE REQUIREMENTS OF THIS SPECIFICATION, AND SHALL BE SCARIFIED, MOISTENED AND RECOMPACTED WHEN THE NEW FILL IS PLACED AGAINST IT AS NEEDED TO ENSURE A GOOD BOND WITH THE NEW FILL AND TO OBTAIN THE SPECIFIED MOISTURE CONTENT AND DENSITY AT THE CONTACT OF THE IN PLACE AND NEW FILLS.
- THE EMBANKMENT MOISTURE CONTENT MAYBE ABOVE OPTIMUM AND MAY REQUIRE MECHANICAL DRYING PRIOR TO REPLACING AND BACKFILLING TO OBTAIN SPECIFIED COMPACTION SPECIFICATION. THE COST TO PERFORM THIS OR ANY OTHER SOIL DRYING IS CONSIDERED INCIDENTAL TO THE WORK AND SHALL BE INCLUDED IN THE EARTHWORK COST.

GENERAL GRADING NOTES:

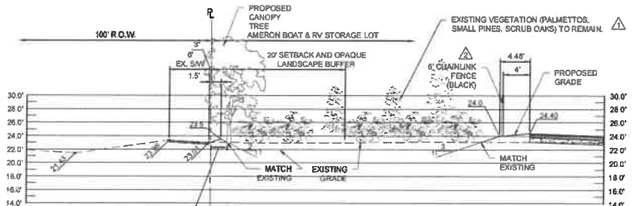
1. ALL SIDEWALKS, NEW & RECONSTRUCTED SHALL MEET ADA REQUIREMENTS:
   1.1 MAX 2% CROSS SLOPE
   1.2 MAX 5% LONGITUDINAL SLOPE
   1.3 MIN 5' x 5' LANDING AT CHANGE IN DIRECTION, AT 2% MAX SLOPE ALL WAYS
   1.4 MAX 12:1 SLOPE, MAX 6' IN LENGTH FOR RAMPS. LENGTH MAY BE INCREASE IF HANDRAIL IS PROVIDED
2. ALL SLOPES 6:1 OR STEEPER SHALL BE STABILIZED WITH SOD.
3. PAVEMENT SHOWING @ 2%, IT SHALL NOT BE LESS THAN 1.5%
4. SIDEWALK SHOWING @ 1%, IT SHALL NOT BE MORE THAN 2% OR LESS THAN 1%



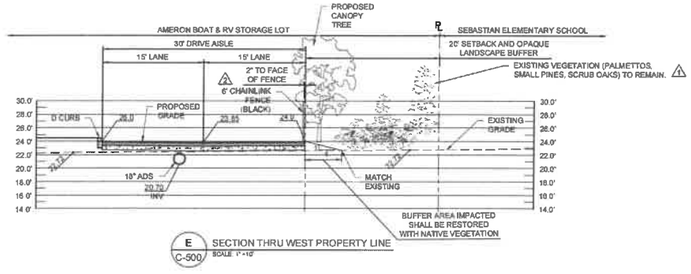
D C-500 SECTION THRU WEST PROPERTY LINE @ RETENTION
SCALE 1" =10'



I C-500 SECTION THRU EAST PROPERTY LINE
SCALE 1" =10'



J C-500 SECTION THRU EAST PROPERTY LINE
SCALE 1" =10'



E C-500 SECTION THRU WEST PROPERTY LINE
SCALE 1" =10'

DRAWING	SIGNED	DATE
CHKD	D.M.S.	
DRAWN	S.J.F.	
CHKD	D.M.S.	
SCALE	0" = 30'-0"	
DATE	09/24/2025	

NO.	DESCRIPTION	DATE
1	REV. PER COS COMMENTS	11/7/2025
2	REV PER COS COMMENTS	12/04/25

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SCHULKE, BITTLE & STODDARD, L.L.C.
CIVIL & STRUCTURAL ENGINEERING - LAND PLANNING - ENVIRONMENTAL PERMITTING
CERTIFICATION OF AUTHORIZATION NO.: 00006885
1717 INDIAN RIVER BLVD., SUITE 201 VERO BEACH, FLORIDA 32960
TEL.772.770-0422 FAX 772.770-9496 EMAIL info@sbsengineers.com

SECTIONS

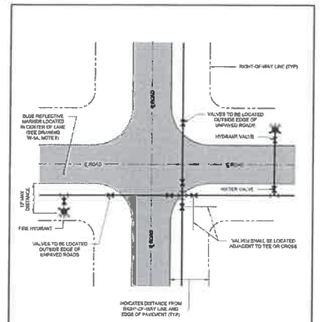
AMERON BOAT & RV STORAGE
SEBASTIAN BLVD.
SEBASTIAN, FL
INDIAN RIVER COUNTY

DATE

SHEET
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PROJECT NO.
18-143

J:\2018\18-143 Drogrono Ashbury Commercial\Production Drawings\Construction Plans\C03KST-10.dwg, 12/4/2025 4:23:03 PM, Bill Fehr



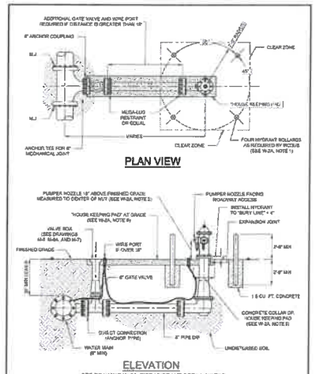
PLAN VIEW
SEE DRAWING W-1A, VALVE NOTES

INDIAN RIVER COUNTY DEPARTMENT OF UTILITY SERVICES	FIRE HYDRANT & VALVE LOCATIONS	DRAWING NO. W-1

NOTES:

1. VALVE SPACING ON WATER MAINS SHALL NOT EXCEED 1000'
2. A MINIMUM COVER OF 36" IS REQUIRED ABOVE THE TOP OF ALL PIPE BELLS
3. DEAD END LINES VALVES AND HYDRANTS SHALL BE RESTRAINED
4. ALL LINES SHALL BE A MINIMUM 12 OFFSET FROM BUILDINGS.
5. SEE DRAWINGS W-2, VALVE AND BOX DETAIL AND W-3, VALVE BOX PAD
6. ALL IN-LINE VALVE COVERS SHALL BE PAINTED BLUE.

INDIAN RIVER COUNTY DEPARTMENT OF UTILITY SERVICES	VALVE NOTES	DRAWING NO. W-1 A



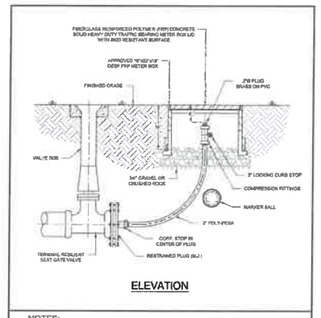
SEE DRAWING W-2A, FIRE HYDRANT DETAIL NOTES

INDIAN RIVER COUNTY DEPARTMENT OF UTILITY SERVICES	FIRE HYDRANT DETAIL	DRAWING NO. W-2

NOTES:

1. HYDRANT BOLLARDS TO BE 4"Ø CAL-GRADED STEEL (OR DUCTILE IRON PIPE FILLED WITH CONCRETE WHEN REQUIRED BY IRCDUS. BOLLARDS TO BE PAINTED RED, BANE AS HYDRANTS AND VALVE COVER
2. FIRE HYDRANT SHOULD BE SET SUCH THAT THE "BURY LINE" ON THE HYDRANT BARREL IS SET AT FINISHED GRADE OR THAT THE OPERATING NUT OF THE PUMPER NOZZLE IS A MINIMUM OF 18" ABOVE FINISHED GRADE
3. ALL HYDRANTS SHALL BE TRAFFIC BREAKAWAY TYPE.
4. FIRE HYDRANT SHOULD BE LOCATED 3' MINIMUM AND 10' MAXIMUM FROM EDGE OF PAVEMENT WHERE POSSIBLE.
5. ALL MATERIALS ARE TO BE PER IRCDUS APPROVED MANUFACTURERS' PRODUCT LIST.
6. TRACE WIRE TO BE INSTALLED AS PER DRAWING W-14. TRACE WIRE DETAILS (FOR CLARITY THE TRACE WIRE IS NOT SHOWN IN DRAWING W-2, FIRE HYDRANT DETAIL).
7. MAINTAIN CLEAR ZONE RADIUS OF 5' AROUND HYDRANT PERPENDICULAR TO ROADWAY OR CURB FACE. (EXAMPLE, MUST BE CLEAR OF SIGNS, TREES, SHRUBS, TRANSFORMERS, UTILITY POLES, ETC.)
8. HYDRANTS AND PROTECTION DEVICES SHALL HAVE CLEARANCES OF 3'-6" IN FRONT AND ON THE SIDES OF THE HOSE NOZZLES, WITH A 4' MINIMUM CLEARANCE TO THE BACK OF THE HYDRANT UNLESS THE AUTHORITY HAVING JURISDICTION (AHJ) REQUIRES A LARGER CLEAR ZONE.
9. HOUSE KEEPING PAD IS REQUIRED. HOUSE KEEPING PAD SHALL BE 4" THICK x 2' WIDE MINIMUM AND LOCATED AT FINISHED GRADE. BREAKAWAY FLANGES SHALL BE 4" (OR TO MANUAL SPECIFICATIONS ABOVE HOUSEKEEPING PAD. (SEE DRAWING W-2, FIRE HYDRANT DETAIL)
10. CONTRACTOR IS RESPONSIBLE FOR THE INSTALLATION OF BLUE REFLECTIVE MARKERS (RPM) INDICATING A FIRE HYDRANT. BLUE REFLECTIVE MARKER SHALL BE LOCATED IN THE CENTERLINE OF THE LANE CLOSEST TO THE HYDRANT.
11. REFLECTIVE MARKER (RPM) FOR FIRE HYDRANTS SHALL BE BLUE.
12. REFLECTIVE MARKERS SHALL BE APPLIED TO PAVEMENT WITH A POST APPROVED PRODUCT.
13. ALL FIRE HYDRANT VALVE COVERS SHALL BE PAINTED RED.

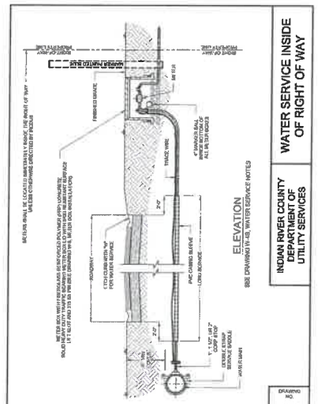
INDIAN RIVER COUNTY DEPARTMENT OF UTILITY SERVICES	FIRE HYDRANT DETAIL NOTES	DRAWING NO. W-2 A



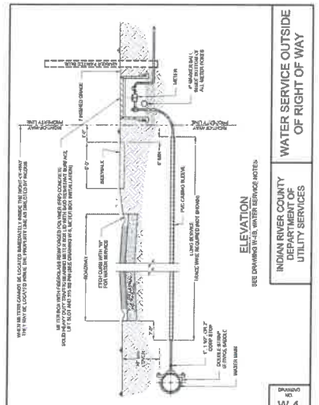
NOTES:

1. BLOWOFF TO BE LOCATED AT ALL DEAD END LINES AND ALIGNED WITH PROPERTY LINES AS REQUIRED BY IRCDUS
2. ALL MATERIALS ARE TO BE PER IRCDUS APPROVED MANUFACTURERS' PRODUCT LIST.
3. METHODS OF RESTRAINT AS APPROVED BY IRCDUS.
4. TRACE WIRE TO BE INSTALLED PER DRAWING W-14, TRACE WIRE DETAILS.
5. ELECTRONIC MARKER BALLS ARE TO BE LOCATED ADJACENT TO ALL BOXES AND PLACED IN ALL METER BOXES WITHIN 24" FROM SURFACE.
6. ALL BLOW-OFFS SHALL BE LOCATED 4' TO 6' OF THE TERMINAL VALVE

INDIAN RIVER COUNTY DEPARTMENT OF UTILITY SERVICES	MANUAL 2" BLOWOFF	DRAWING NO. W-3



DRAWING NO. W-4

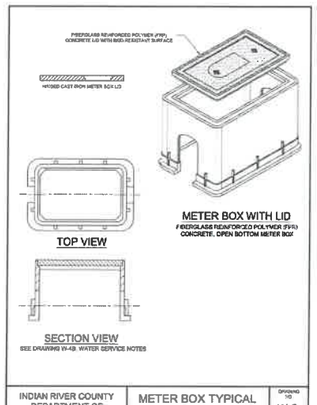


DRAWING NO. W-4 A

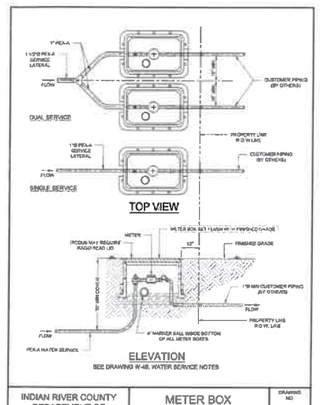
NOTES.

1. SUCCESSIVE TAPS INTO THE WATER MAIN SHALL BE A MINIMUM OF 18" ON CENTER.
2. ALL SERVICES REQUIRE 36" MINIMUM COVER
3. MINIMUM SERVICE SIZE SHALL NOT BE LESS THAN 1" DUAL SERVICES SHALL BE A MINIMUM OF 1 1/2"Ø. TRIPLE SERVICES SHALL BE A MINIMUM OF 2"Ø. QUADRUPLE SERVICES SHALL BE APPROVED BY IRCDUS
4. 1"Ø AND 1 1/2"Ø SERVICES REQUIRE A 2" MINIMUM I.D. CASING SLEEVE. 2"Ø SERVICES REQUIRE A 3" MINIMUM CASING SLEEVE. CASING SLEEVE SHALL BE SCHEDULE 40 PVC.
5. ALL METERS 2"Ø OR SMALLER SHALL BE SUPPLIED AND INSTALLED BY IRCDUS. ALL METERS GREATER THAN 2"Ø SHALL BE SUPPLIED AND INSTALLED BY THE DEVELOPER PROPERTY OWNER REFER TO APPROVED MANUFACTURERS' PRODUCT LIST FOR METERS GREATER THAN 2"Ø
6. 1"Ø LOCKS WITH PLASTIC DUST CAPS SHALL BE PURCHASED BY THE DEVELOPER AND/OR CONTRACTOR AND SHALL BE INSTALLED ON ALL LOCKING CURB STOPS. WHERE METER BOX, SHARPENS POINTS AND WATER SERVICE CONNECTIONS AT THE TIME OF ACTIVATING ALL WATER BANS OR AS SUCH TIME AS DIRECTED BY IRCDUS.
7. CURB STOPS SHALL BE THE SAME SIZE AS THE METERS THEY ARE INSTALLED.
8. TRACE WIRE TO BE INSTALLED. SEE DRAWING W-14, TRACE WIRE DETAILS.
9. PLACE 4'-0" ELECTRONIC MARKER BALL AND RPI SYSTEM AT ALL METER SLEEVE.
10. ALL RESIDENTIAL AND ONE IRRIGATION/ RECREATIONAL UNIT (EITHER) SERVICES SHALL BE 5/8" METERS.
11. ALL METER BOXES TO BE PER IRCDUS APPROVED MANUFACTURERS' PRODUCT LIST
12. AN UNOBSTRUCTED CLEAR ZONE 5' REQUIRED AROUND ALL METER BOXES. (SEE DRAWING W-6A, METER BOX ACCESS)

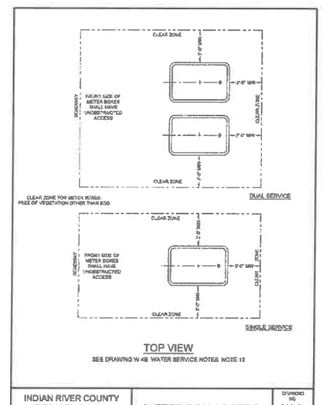
INDIAN RIVER COUNTY DEPARTMENT OF UTILITY SERVICES	WATER SERVICE NOTES	DRAWING NO. W-4 B



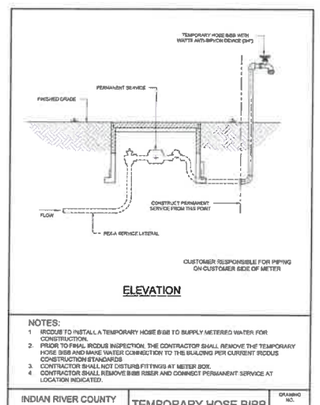
DRAWING NO. W-5



DRAWING NO. W-8



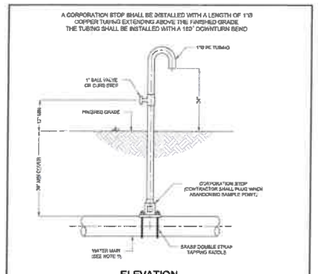
DRAWING NO. W-6 A



NOTES:

1. IRCDUS TO INSTALL A TEMPORARY HOSE BIBB TO SUPPLY METERED WATER FOR CONSTRUCTION.
2. PRIOR TO FINAL IRCDUS INSPECTION, THE CONTRACTOR SHALL REMOVE THE TEMPORARY HOSE BIBB AND MAKE WATER CONNECTION TO THE BUILDING PER CURRENT IRCDUS CONSTRUCTION STANDARDS.
3. CONTRACTOR SHALL NOT DISTURB FITTINGS AT METER BOX.
4. CONTRACTOR SHALL REMOVE BIBB RISER AND CONNECT PERMANENT SERVICE AT LOCATION INDICATED.

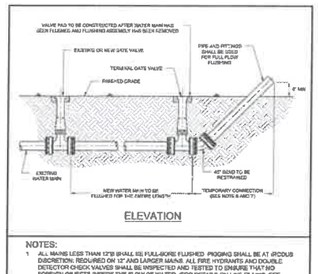
INDIAN RIVER COUNTY DEPARTMENT OF UTILITY SERVICES	TEMPORARY HOSE BIBB (FOR CONSTRUCTION)	DRAWING NO. W-7



NOTES:

1. TEMPORARY SAMPLING POINT SHALL BE CONSTRUCTED USING A SERVICE LINE WHEN POSSIBLE. SCHEDULE 40 PVC OR OTHER MATERIALS CAN BE USED, AS APPROVED BY IRCDUS.
2. NO SAMPLE POINTS SHALL BE CONSTRUCTED ON FIRE HYDRANTS.
3. CERTIFICATION OF PRESSURE TEST, TWO CONSECUTIVE DAYS OF SUCCESSFUL BACTERIOLOGICAL TESTS, AND CLEARANCE FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION IS REQUIRED BEFORE THIS SAMPLE TAP CAN BE ABANDONED
4. WHEN SAMPLING IS COMPLETE TUBING SHALL BE REMOVED AND CORPORATION STOP PLUGGED

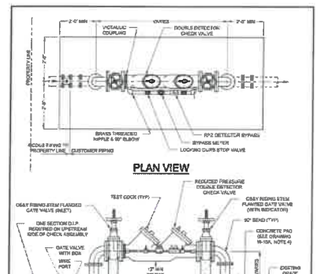
INDIAN RIVER COUNTY DEPARTMENT OF UTILITY SERVICES	TEMPORARY SAMPLING POINT (BACTERIOLOGICAL)	DRAWING NO. W-8



NOTES:

1. ALL MAINS LESS THAN 12"Ø SHALL BE FULL-BORE FLUSHED. PIGGING SHALL BE AT IRCDUS DISCRETION. REQUIRED ON 12" AND LARGER MAINS. ALL FIRE HYDRANTS AND DOUBLE DETECTOR CHECK VALVES SHALL BE INSPECTED AND TESTED TO ENSURE THAT NO FOREIGN OBJECTS IMPEDE THE FLOW OF WATER. (FOR DETAILS ON LINE FILLING SEE DRAWINGS W-13 AND W-13A, TEMPORARY JUMPER DETAILS)
2. A PRESSURE GAUGE SHALL BE INSTALLED UPSTREAM OF THE FLUSHING POINT. PRESSURE UPSTREAM SHALL NOT FALL BELOW 20 P.S.I.
3. PROVIDE ALL NECESSARY JOINT RESTRAINTS (SUCH AS MEGALUGS, RESTRAINED JOINT HARNESS, OR APPROVED EQUAL IN ACCORDANCE WITH IRCDUS CONSTRUCTION STANDARDS.
4. IRCDUS PERSONNEL SHALL BE PRESENT FOR ALL FLUSHING ACTIVITIES AND SHALL OPERATE ALL EXISTING VALVES.
5. TEMPORARY CONNECTION FOR FLUSHING SHALL BE SAME DIAMETER PIPE AS THE NEW MAIN AND VALVE.
6. CONTRACTOR SHALL PROVIDE ADEQUATE PROTECTION AGAINST EROSION DOWNSTREAM OF EXIT PIPE DURING FLUSHING OF MAINS TO MEET THE APPROVAL OF IRCDUS
7. WHEN FLUSHING IS COMPLETE THE TEMPORARY FLUSHING ASSEMBLY SHALL BE REMOVED AND THE GATE VALVE SHALL BE PLUGGED
8. FIELD INSPECTION BY IRCDUS IS REQUIRED BEFORE UTILITIES ARE ACCEPTED

INDIAN RIVER COUNTY DEPARTMENT OF UTILITY SERVICES	FULL BORE FLUSHING CONNECTION	DRAWING NO. W-9

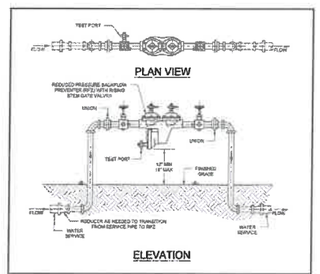


INDIAN RIVER COUNTY DEPARTMENT OF UTILITY SERVICES	DOUBLE DETECTOR CHECK VALVE ASSEMBLY (FIRE MAIN SERVICE)	DRAWING NO. W-10

NOTES:

1. ALL BUILDINGS OR USES CONSIDERED HIGH-HAZARD (F.S. 62-555.360) SHALL INSTALL A REDUCED-PRESSURE ZONE, RPZ) BACKFLOW PREVENTOR AS DETERMINED BY IRCDUS.
2. ALL FASTENERS SHALL BE 316 STAINLESS STEEL (OR APPROVED EQUAL).
3. APPROVED EQUALS HAVING FULL UL, USC, AND AWWA CERTIFICATIONS MAY BE INSTALLED ONLY AFTER SPECIFIC APPROVAL BY IRCDUS.
4. SUPPORT BACKFLOW PREVENTER FROM WALL, IF REQUIRED. WITH APPROVED PIPE SUPPORT SYSTEM. PIPE SUPPORT SYSTEM SHALL BE BRASS COPPER OR D.I.P., AS APPROVED BY IRCDUS
5. PIPING 2 1/2"Ø OR GREATER SHALL BE FLANGED DUCTILE IRON PIPE.
6. ALL MATERIALS ARE TO BE PER IRCDUS APPROVED MANUFACTURERS' PRODUCT LIST.
7. RPZ'S SHALL BE INSPECTED, CERTIFIED, AND REPORTED ON AN ANNUAL BASIS IN ACCORDANCE WITH THE INDIAN RIVER COUNTY CONNECTION CONTROL PROGRAM REQUIREMENTS.

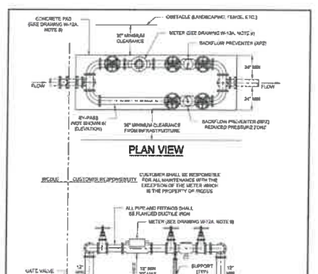
INDIAN RIVER COUNTY DEPARTMENT OF UTILITY SERVICES	DOUBLE DETECTOR CHECK VALVE ASSEMBLY NOTES (FIRE MAIN SERVICE)	DRAWING NO. W-10 A



NOTES:

1. ALL BUILDINGS OR USES CONSIDERED HIGH-HAZARD (F.S. 62-555.360) SHALL INSTALL A REDUCED-PRESSURE ZONE, RPZ) BACKFLOW PREVENTOR AS DETERMINED BY IRCDUS.
2. ALL FASTENERS SHALL BE 316 STAINLESS STEEL (OR APPROVED EQUAL).
3. APPROVED EQUALS HAVING FULL UL, USC, AND AWWA CERTIFICATIONS MAY BE INSTALLED ONLY AFTER SPECIFIC APPROVAL BY IRCDUS.
4. SUPPORT BACKFLOW PREVENTER FROM WALL, IF REQUIRED. WITH APPROVED PIPE SUPPORT SYSTEM. PIPE SUPPORT SYSTEM SHALL BE BRASS COPPER OR D.I.P., AS APPROVED BY IRCDUS
5. PIPING 2 1/2"Ø OR GREATER SHALL BE FLANGED DUCTILE IRON PIPE.
6. ALL MATERIALS ARE TO BE PER IRCDUS APPROVED MANUFACTURERS' PRODUCT LIST.
7. RPZ'S SHALL BE INSPECTED, CERTIFIED, AND REPORTED ON AN ANNUAL BASIS IN ACCORDANCE WITH THE INDIAN RIVER COUNTY CONNECTION CONTROL PROGRAM REQUIREMENTS.

INDIAN RIVER COUNTY DEPARTMENT OF UTILITY SERVICES	REDUCED PRESSURE BACKFLOW PREVENTER (RPZ)	DRAWING NO. W-11



INDIAN RIVER COUNTY DEPARTMENT OF UTILITY SERVICES	MASTER METER COMBINATION ASSEMBLY (3" OR LARGER)	DRAWING NO. W-12

SCHULKE, BITTLE & STODDARD, L.L.C.
CIVIL & STRUCTURAL ENGINEERING · LAND PLANNING · ENVIRONMENTAL PERMITTING
CERTIFICATION OF AUTHORIZATION NO.: 00006668
1717 INDIAN RIVER BLVD., SUITE 201 VERO BEACH, FLORIDA 32960
TEL 772 / 770-9622 FAX 772 / 770-9496 EMAIL info@sbsengineers.com

NO.	BY	REVISION	DATE

THE DRAWINGS ARE THE PROPERTY OF SCHULKE, BITTLE & STODDARD, L.L.C. AND ARE NOT TO BE USED ON ANY OTHER PROJECT OR EXTENSION TO THIS PROJECT WITHOUT THE EXPRESS WRITTEN PERMISSION OF SCHULKE, BITTLE & STODDARD, L.L.C. ANY REUSE WITHOUT SUCH PERMISSION WILL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO SCHULKE, BITTLE & STODDARD, L.L.C. THE COPYRIGHT MUST BE PRESERVED. COPYRIGHT 1995.

DRAWING	AMW
DESIGNED	J.W.S.
DETAILED	W.F.
CHECKED	J.W.S.
SCALE	1" = 30'-0"
DATE	10/23/2004

IRC STANDARD WATER DETAILS – I

AMERON BOAT & RV STORAGE
SEBASTIAN BLVD.
SEBASTIAN, FL.
INDIAN RIVER COUNTY

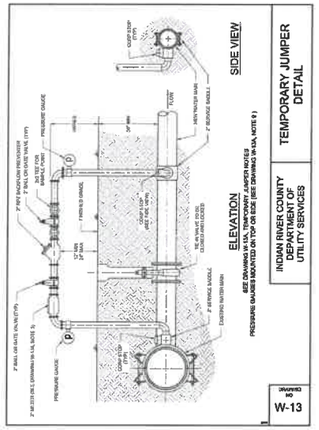
WATER CERTIFICATION
- JOSEPH E. SCHULKE, P.E. NO. 47349
- JEFFREY R. BITTLE, P.E. NO. 56178
- MATTHEW L. STODDARD, P.E. NO. 57905

DATE
SHEET C-504
PROJECT NO. 18-143

NOTES:

1. ALL ABOVE GROUND PIPING SHALL BE FLANGED DUCTILE IRON CME SECTION OF DUCTILE IRON PIPE REQUIRED ON EACH SIDE OF CHECK VALVE ASSEMBLY.
2. RT-PASE PIPE DIAMETER SHALL BE DETERMINED PER ENGINEER OF RECORD.
3. FIELD-FABRICATED FLANGES MUST BE APPROVED BY IRCSUA INSPECTOR.
4. ASSEMBLY TO BE INSTALLED IN STRICT ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.
5. ASSEMBLY TO BE PRIMED WITH RUST INHIBITIVE PRIMER AND FINISHED PAINTED BLUE AFTER INSTALLATION (SEE APPROVED MANUFACTURERS' PRODUCT LIST).
6. TO SECURE VALVES OUTDOOR TO SUPPLY GALVANIZED CHAIN, PADLOG TO SUPPLY LOCK.
7. VITON SHALL BE INSPECTED, CERTIFIED, AND REPORTED FOR AN ANNUAL BASIS IN ACCORDANCE WITH THE INDIAN RIVER COUNTY CROSS CONNECTION PROGRAM REQUIREMENTS.
8. CONCRETE PAD SHALL BE A MINIMUM OF 6" THICK (LENGTH AS REQUIRED).
9. METER SHALL BE PER IRC AND APPROVED BY IRCSUA

INDIAN RIVER COUNTY DEPARTMENT OF UTILITY SERVICES	MASTER METER COMBINATION ASSEMBLY NOTES	DRAWING NO W-12 A



NOTES:

1. A TEMPORARY JUMPER CONNECTION IS TO BE USED FOR FILLING ANY NEW WATER MAIN OF ANY SIZE FROM THE EXISTING ACTIVE WATER MAINS AND FOR THE FLUSHING OF NEW MAINS UP TO 8"Ø @ 5 FPS MINIMUM VELOCITY, AND FOR PHILLING BACTERIOLOGICAL SAMPLES FROM ANY NEW WATER MAIN OF ANY SIZE
2. REUM VALVE SHALL BE OPERATED BY IRCSUA'S PERSONNEL ONLY AND IN THE PRESENCE OF THE ENGINEER OF RECORD.
3. RCSUA SHALL PROVIDE METER FOR SERVICE AFTER APPLICATION, DEPOSIT, AND ALL FEES HAVE BEEN PAID.
4. A 3" TEMPORARY JUMPER TO BE USED UNLESS OTHERWISE DIRECTED BY IRCSUA.
5. ALL INSTALLATION AND MAINTENANCE OF THE TEMPORARY JUMPER CONNECTION AND ASSOCIATED BACKFLOW PREVENTION DEVICE, FITTINGS, VALVES, ETC., SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
6. ALL MATERIALS TO BE PER IRCSUA'S APPROVED MANUFACTURERS' PRODUCT LIST.
7. PIPE AND FITTINGS USED FOR CONNECTING THE NEW PIPE TO THE EXISTING PIPE SHALL BE DISINFECTED WITH LIQUID CHLORINE (SODIUM HYPOCHLORITE) PRIOR TO INSTALLATION IN ACCORDANCE WITH AWWA C651, LATEST EDITION. THE TAPPING SLEEVE AND EXTENSION OF THE MAIN TO BE TAPPED SHALL BE DISINFECTED BY SPRAYING OR SWABBING PER AWWA C651 EDITION THIS, THE USE OF CHLORINE TABLETS IS STRICTLY PROHIBITED.
8. THE JUMPER CONNECTION SHALL ALSO BE USED TO MAINTAIN A MINIMUM PRESSURE OF 20 PSI IN THE NEW MAIN DURING SUBSEQUENT WATER DISINFECTION AND UNTIL FDEP CLEARANCE LETTER IS OBTAINED
9. PRESSURE GAUGES ARE REQUIRED ON EACH SIDE OF THE 2" GATE OR BALL VALVE.
10. THE CONTRACTOR SHALL PROVIDE DOCUMENTATION DEMONSTRATING THAT THE REDUCED PRESSURE ZONE BACKFLOW PREVENTER (RPZ) IS IN GOOD WORKING ORDER AT THE TIME OF INSTALLATION, AND PROVIDE DOCUMENTATION THAT THE RPZ HAS BEEN TESTED BY A QUALIFIED BACKFLOW TECHNICIAN AS APPROVED BY IRCSUA PRIOR TO USE ON EACH PROJECT.
11. EXCEPT AS REQUIRED TO FLUSH LINES GREATER THAN 8"Ø. THE TIE-IN VALVE SHALL REMAIN CLOSED AND SHALL BE LOCKED IN THE CLOSED POSITION BY IRCSUA. THE TIE-IN VALVE SHALL REMAIN LOCKED CLOSED UNTIL THE NEW SYSTEM HAS BEEN CLEARED FOR USE BY THE FDEP.
12. THE JUMPER CONNECTION SHALL BE MAINTAINED UNTIL CLEARANCE FOR USE FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) AND OTHER PERTINENT AGENCIES HAS BEEN RECEIVED.
13. UPON RECEIPT OF CLEARANCE FOR USE BY FDEP AND THE DIRECTION OF IRCSUA, THE CONTRACTOR SHALL REMOVE TEMPORARY JUMPER CONNECTION. THE CORPORATION STOPS ARE TO BE CLOSED AND PLUGGED WITH 3" BRASS OR PVC PLUGS.

INDIAN RIVER COUNTY DEPARTMENT OF UTILITY SERVICES	TEMPORARY JUMPER DETAIL NOTES	DRAWING NO W-13 A

GENERAL UTILITY NOTES

- ALL UTILITY CONSTRUCTION TO BE IN ACCORDANCE WITH "INDIAN RIVER COUNTY WATER AND WASTEWATER UTILITY STANDARDS, MARCH,, 2014."
- UTILITY CONSTRUCTION IS SUBJECT TO INDIAN RIVER COUNTY UTILITY PERMIT AND F.D.E.P. PERMIT CONDITIONS.
- SHOP DRAWINGS SHALL BE SUBMITTED FOR APPROVAL TO THE ENGINEER AND I.R.C. UTILITY DEPT. PRIOR TO CONSTRUCTION.
- THE FOLLOWING SPECIFICATIONS ARE AN ABBREVIATED VERSION OF THE "INDIAN RIVER COUNTY WATER AND WASTEWATER UTILITY STANDARDS, JULY 2006." WHERE MATERIAL OR INSTALLATION SPECIFICATIONS ARE NOT INCLUDED BELOW, OR ARE NOT CLEARLY UNDERSTOOD OR A CONFLICT BETWEEN THIS SPECIFICATION AND THE REFERENCED PUBLICATION, THEN THE AFOREMENTIONED PUBLICATION SHALL BE REFERENCED AND SHALL APPLY.
- THE CONTRACTOR SHALL NOTIFY AT&T, C.T.V., FLORIDA POWER AND LIGHT, INDIAN RIVER COUNTY UTILITIES, U.N.C.L.E. AND ANY OTHER UTILITY PROVIDERS 48 HOURS PRIOR TO CONSTRUCTION AND SHALL HAVE ALL EXISTING UTILITIES LOCATED IN THE FIELD.
- ALL REQUIRED TESTING (PRESSURE TESTS, DISINFECTION/ BACTERIOLOGICAL, EXPLITRATION/ INFILTRATION, LAMPING, T.V. INSPECTION, AND OTHER TESTS OR INSPECTIONS REQUIRED IN THE ACCEPTED SPECIFICATIONS) SHALL BE PROVIDED AND PAID FOR BY THE CONTRACTOR. THE ENGINEER SHALL BE PRESENT FOR ALL TESTING/INSPECTIONS, AND GIVEN 24 HOUR PRIOR NOTICE. THE ENGINEER SHALL BE GIVEN COPIES OF ALL TESTS/INSPECTION RESULTS PRIOR TO ANY REQUEST FOR PAYMENT.
- A PERFORMANCE BOND SHALL BE PROVIDED BY THE CONTRACTOR (35% OF VALUE OF MATERIALS &LABOR) TO INDIAN RIVER COUNTY AT THE CLOSE-OUT OF THE CONTRACT, TO GUARANTEE THE UTILITY SYSTEM FOR ONE (1) YEAR.
- THE CONTRACTOR WILL PROVIDE SIX (6) SETS OF RECORD DRAWINGS (HARD COPY AND ELECTRONIC FORMAT), CONSISTING OF ONE SET OF REPRODUCIBLE MYLARS, AND FIVE SETS OF BLUELINE/BLACK LINE PRINTS SIGNED AND SEALED BY THE ENGINEER OF RECORD OR LICENSED SURVEYOR, ALL IN ACCORDANCE WITH INDIAN RIVER COUNTY UTILITY SPECIFICATIONS, PUBLICATION REFERENCED ABOVE.

WATER MAINS

PIPE MATERIALS

- DUCTILE IRON PIPE SHALL BE BELL AND SPIGOT CAST IN ACCORDANCE WITH A.W.W.A. SPECIFICATION C150/A21.51-81, BASED ON MINIMUM TENSILE STRENGTH OF 60,000 PSI, YIELD STRENGTH OF 42,000, AND USING A MINIMUM WORKING PRESSURE OF 200 PSI, AND A LAYING CONDITION "TYPE 2." ALL PIPE SHALL BE GIVEN A MINIMUM FACTORY HYDROSTATIC TEST OF 500 PSI.
- LINING AND COATING (DUCTILE IRON PIPE):
  1. LINING: CEMENT MORTAR LINED AND SEAL COATED PER A.W.W.A. C104 (ANSI A21.4-95).
  2. COATING: BITUMINOUS COATING ON OUTSIDE, DRY FILM THICKNESS OF MINIMUM OF (1) MIL.
  3. REPAIR: WHERE COATING HAS BEEN DAMAGED, IT MUST BE CLEANED AND RECOATED TO A MINIMUM OF 1 MIL. DRY THICKNESS.
- POLYVINYL CHLORIDE PRESSURE PIPE SHALL CONFORM TO THE LATEST AWWA STANDARDS C900 AND ASTM D1784 AND D2241, LATEST REVISION. P.V.C. PRESSURE PIPE SHALL BE MADE FROM CLASS 12454-A OR CLASS 12454-B MATERIAL AND CONFORM WITH THE OUTSIDE DIAMETER OF CAST IRON PIPE WITH A MINIMUM WALL THICKNESS OF DR18.
- PVC PIPE SHALL BE BLUE IN COLOR.
- ALL PVC LESS THAN 4" DIAMETER SHALL COMPLY WITH ASTM D2241, D1784, D1869, AND F477. PIPE SHALL HAVE A WORKING PRESSURE OF 200 PSI AND SHALL BE DESIGNED WITH A 2:1 SAFETY FACTOR OVER RATED PRESSURE. PIPE SHALL BE DR21 AND SHALL HAVE STEEL PIPE OUTSIDE DIMENSIONS. PIPE SHALL BEAR THE NSF LABEL FOR WATER POTABLE PIPE. ACCEPTABLE MANUFACTURERS: J-M RING-TITE OR APPROVED EQUAL.
- POLYETHYLENE TUBING SHALL BE COPPER TUBE SIZE FOR USES WITH STAINLESS STEEL LINERS (INSERTS) AND COMPRESSION FITTINGS. THE TUBING SHALL BE RATED FOR 200 PSI AND SHALL MEET REQUIREMENTS OF ASTM D-2239, AWWA C-901-88 SDR 9. THE TUBING SHALL BE MARKED WITH SIZE, MANUFACTURER'S NAME OR SYMBOL, WORKING PRESSURE, NSF APPROVAL, ASTM SPECIFICATION AND PRODUCTION CODE.
- POLYETHYLENE WATER MAIN – 2" OR LARGER – SEE SPECIFICATIONS BELOW.

JOINTS

- JOINTS FOR PRESSURE PIPE SHALL BE BELL AND SPIGOT PUSH-ON RUBBER GASKET TYPE ONLY, IN ACCORDANCE WITH A.W.W.A. C-111, (ANSI 21.11-65). NO SOLVENT WELD OR THREADED JOINTS WILL BE PERMITTED.

FITTINGS

- ALL FITTINGS SHALL BE DUCTILE IRON MECHANICAL JOINT AND SHALL CONFORM TO AWWA SPECIFICATIONS C110 (ANSI21.10-87), OR LATEST REVISION. FITTINGS SHALL BE CEMENT MORTAR LINED AND SEAL-COATED IN ACCORDANCE WITH AWWA STANDARD C104 (ANSI A21.4-95), OR LATEST REVISION. ALL ABOVE GROUND FITTINGS SHALL BE FLANGED JOINT, IN ACCORDANCE WITH ANSI SPECIFICATION B16.1 FOR CLASS 125 FLANGES. BOLTS SHALL COMPLY WITH ANSI SPECIFICATION B18.2.
- JOINT RESTRAINT SHALL BE BY MAPP.CO.D-1300, EBBA IRON 1100 AND 1900 RESTRAINER, OR APPROVED EQUAL, IN ACCORDANCE WITH RESTRAINING SCHEDULE ON THIS SHEET, OR A MINIMUM OF 80 L.F. OF RESTRAINED PIPE ON EACH SIDE OF A VALVE OR JOINT. NO SET SCREW TYPE MECHANICAL RESTRAINING MECHANISMS WILL BE ACCEPTED. THE COST FOR INSTALLATION OF MECHANICAL RESTRAINT MECHANISMS SHALL BE INCLUDED IN THE BID ITEM FOR INSTALLATION OF THE WATER MAIN.

VALVES

- ALL BURIED VALVES SHALL BE RESILIENT SEATED GATE VALVES WITH CAST IRON BODY, BRONZE-MOUNTED, RESILIENT SEATED, NON-RISING STEM TYPE FITTED WITH "O-RING" SEALS. VALVES SHALL BE MECHANICAL JOINT, ANSI STANDARD 21.11.

FIRE HYDRANTS

- SHALL HAVE 5 WAY TYPE, 6 1/4" VALVE OPENING AND MANUFACTURED BY MUELLER COMPANY, A423, CLOW MEDALLION, OR AMERICAN DARLING B-84-B, COMPLYING WITH AWWA STANDARD C502.
- SHALL HAVE 6" MECHANICAL JOINT ENDS WITH HARNESSING LUGS. 2 -6 1/2" HOSE NOZZLES AND 1 - 4 1/2" PUMPER NOZZLE (NATIONAL STANDARD HOSE THREADS), WITH CAPS ATTACHED WITH CHAINS.
- SHALL BE PAINTED FEDERAL SAFETY RED.

MARKING

- CONTINUOUS TRACE WIRE IS REQUIRED TO BE INSTALLED WITH ALL PIPE. SEE DETAIL W-16.

INSTALLATION

WHEN WORK IS PER. SECTION 62-555.314 "LOCATION OF PUBLIC WATER SYSTEM MAINS."

WATER MAINS CONTINUED

FOR THE PURPOSE OF THIS SECTION, THE PHRASE "WATER MAINS" SHALL MEAN MAINS, INCLUDING TREATMENT PLANT PROCESS PIPING, CONVEYING EITHER RAW, PARTIALLY TREATED, OR FINISHED DRINKING WATER; PIPE HYDRANT LEADS; AND SERVICE LINES THAT ARE UNDER THE CONTROL OF A PUBLIC WATER SYSTEM AND THAT HAVE AN INSIDE DIAMETER OF THREE INCHES OR GREATER.

1. HORIZONTAL SEPARATION BETWEEN UNDERGROUND WATER MAINS AND SANITARY OR STORM SEWERS, WASTEWATER OR STORM WATER FORCE MAINS, RECLAIMED WATER PIPELINES, AND ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS.

(A) NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED STORM SEWER, STORM WATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.

(B) NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A REFERENCED AND SHALL APPLY.
- THE CONTRACTOR SHALL NOTIFY AT&T, C.T.V., FLORIDA POWER AND LIGHT, INDIAN RIVER COUNTY UTILITIES, U.N.C.L.E. AND ANY OTHER UTILITY PROVIDERS 48 HOURS PRIOR TO CONSTRUCTION AND SHALL HAVE ALL EXISTING UTILITIES LOCATED IN THE FIELD.
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- POLYETHYLENE WATER MAIN – 2" OR LARGER – SEE SPECIFICATIONS BELOW.

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- JOINT RESTRAINT SHALL BE BY MAPP.CO.D-1300, EBBA IRON 1100 AND 1900 RESTRAINER, OR APPROVED EQUAL, IN ACCORDANCE WITH RESTRAINING SCHEDULE ON THIS SHEET, OR A MINIMUM OF 80 L.F. OF RESTRAINED PIPE ON EACH SIDE OF A VALVE OR JOINT. NO SET SCREW TYPE MECHANICAL RESTRAINING MECHANISMS WILL BE ACCEPTED. THE COST FOR INSTALLATION OF MECHANICAL RESTRAINT MECHANISMS SHALL BE INCLUDED IN THE BID ITEM FOR INSTALLATION OF THE WATER MAIN.

VALVES

- ALL BURIED VALVES SHALL BE RESILIENT SEATED GATE VALVES WITH CAST IRON BODY, BRONZE-MOUNTED, RESILIENT SEATED, NON-RISING STEM TYPE FITTED WITH "O-RING" SEALS. VALVES SHALL BE MECHANICAL JOINT, ANSI STANDARD 21.11.

FIRE HYDRANTS

- SHALL HAVE 5 WAY TYPE, 6 1/4" VALVE OPENING AND MANUFACTURED BY MUELLER COMPANY, A423, CLOW MEDALLION, OR AMERICAN DARLING B-84-B, COMPLYING WITH AWWA STANDARD C502.
- SHALL HAVE 6" MECHANICAL JOINT ENDS WITH HARNESSING LUGS. 2 -6 1/2" HOSE NOZZLES AND 1 - 4 1/2" PUMPER NOZZLE (NATIONAL STANDARD HOSE THREADS), WITH CAPS ATTACHED WITH CHAINS.
- SHALL BE PAINTED FEDERAL SAFETY RED.

MARKING

- CONTINUOUS TRACE WIRE IS REQUIRED TO BE INSTALLED WITH ALL PIPE. SEE DETAIL W-16.

INSTALLATION

WHEN WORK IS PER. SECTION 62-555.314 "LOCATION OF PUBLIC WATER SYSTEM MAINS."

WATER MAINS CONTINUED

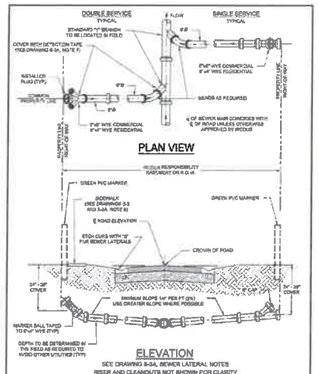
FOR THE PURPOSE OF THIS SECTION, THE PHRASE "WATER MAINS" SHALL MEAN MAINS, INCLUDING TREATMENT PLANT PROCESS PIPING, CONVEYING EITHER RAW, PARTIALLY TREATED, OR FINISHED DRINKING WATER; PIPE HYDRANT LEADS; AND SERVICE LINES THAT ARE UNDER THE CONTROL OF A PUBLIC WATER SYSTEM AND THAT HAVE AN INSIDE DIAMETER OF THREE INCHES OR GREATER.

1. HORIZONTAL SEPARATION BETWEEN UNDERGROUND WATER MAINS AND SANITARY OR STORM SEWERS, WASTEWATER OR STORM WATER FORCE MAINS, RECLAIMED WATER PIPELINES, AND ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS.

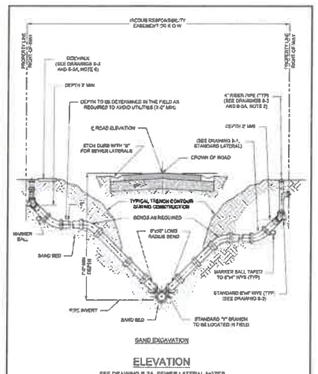
(A) NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED STORM SEWER, STORM WATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.; AT LEAST TEN FEET FROM ANY EXISTING OR PROPOSED "ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM" AS DEFINED IN SECTION 381.0065(2), F.S., AND RULE 64E-6.002, F.A.C.

(B) NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A REFERENCED AND SHALL APPLY.
- THE CONTRACTOR SHALL NOTIFY AT&T, C.T.V., FLORIDA POWER AND LIGHT, INDIAN RIVER COUNTY UTILITIES, U.N.C.L.E. AND ANY OTHER UTILITY PROVIDERS 48 HOURS PRIOR TO CONSTRUCTION AND SHALL HAVE ALL EXISTING UTILITIES LOCATED IN THE FIELD.
- ALL REQUIRED TESTING (PRESSURE TESTS, DISINFECTION/ BACTERIOLOGICAL, EXPLITRATION/ INFILTRATION, LAMPING, T.V. INSPECTION, AND OTHER TESTS OR INSPECTIONS REQUIRED IN THE ACCEPTED SPECIFICATIONS) SHALL BE PROVIDED AND PAID FOR BY THE CONTRACTOR. THE ENGINEER SHALL BE PRESENT FOR ALL TESTING/INSPECTIONS, AND GIVEN 24 HOUR PRIOR NOTICE. THE ENGINEER SHALL BE GIVEN COPIES OF ALL TESTS/INSPECTION RESULTS PRIOR TO ANY REQUEST FOR PAYMENT.
- A PERFORMANCE BOND SHALL BE PROVIDED BY THE CONTRACTOR (35% OF VALUE OF MATERIALS &LABOR) TO INDIAN RIVER COUNTY AT THE CLOSE-OUT OF THE CONTRACT, TO GUARANTEE THE UTILITY SYSTEM FOR ONE (1) YEAR.
- THE CONTRACTOR WILL PROVIDE SIX (6) SETS OF RECORD DRAWINGS (HARD COPY AND ELECTRONIC FORMAT), CONSISTING OF ONE SET OF REPRODUCIBLE MYLARS, AND FIVE SETS OF BLUELINE/BLACK LINE PRINTS SIGNED AND SEALED BY THE ENGINEER OF RECORD OR LICENSED SURVEYOR, ALL IN ACCORDANCE WITH INDIAN RIVER COUNTY UTILITY SPECIFICATIONS, PUBLICATION REFERENCED ABOVE.

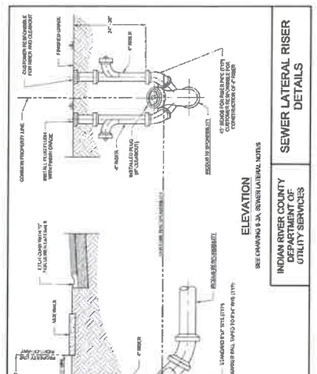
WAT



INDIAN RIVER COUNTY DEPARTMENT OF UTILITY SERVICES	STANDARD LATERAL (SHALLOW SEWER)	DRAWING NO. S-1



INDIAN RIVER COUNTY DEPARTMENT OF UTILITY SERVICES	MODIFIED RISER LATERAL (DEEP SEWER)	DRAWING NO. S-2



SEWER LATERAL RISER DETAILS

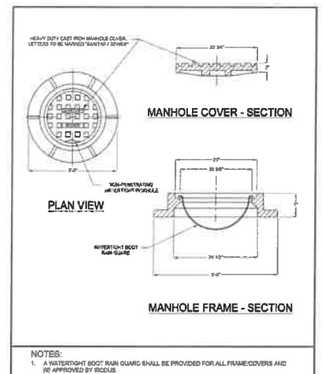
INDIAN RIVER COUNTY DEPARTMENT OF UTILITY SERVICES

DRAWING NO. S-3

NOTES:

1. ALL SEWER LATERALS (SINGLE OR DOUBLE) SHALL HAVE A 6"SDR26 PIPE WITH BENDS AS REQUIRED FOR SERVICE CONNECTIONS AND WITH A 4"X6" CLEANOUT AT GRADE.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR RISER PIPE WITH BEND FOR SERVICE CONNECTION AND FOR SETTING 6"X6" SEWER CLEANOUT TO FINISH GRADE PRIOR TO CONNECTION.
3. SANITARY SEWER LATERALS SHALL BE A MINIMUM OF 6" IN DIAMETER.
4. FOR EXCAVATION OR RODS, SAND BEDDING SHALL BE USED (SEE DRAWING S-3, MODIFIED SEWER LATERAL DEEP SEWER).
5. FOR CUTTING IN SEWER LATERAL CLEANOUT TO FINISH GRADE (SEE DRAWING S-3, LOWER LATERAL RISER DETAIL).
6. TRACER AND CLEANOUT SHALL NOT BE CONSTRUCTED WITHIN 12" OF SIDEWALK.
7. MAGNETIC DETECTOR TAPE SHALL BE INSTALLED OVER TOP OF ALL SEWER MAINS AND SERVICE LATERALS.
8. ELECTRONIC MARKER BALLS SHALL BE TAPED TO 6"x4" WYE.
9. ALL MATERIALS ARE TO BE PER RCDUS APPROVED MANUFACTURERS' PRODUCT LIST.

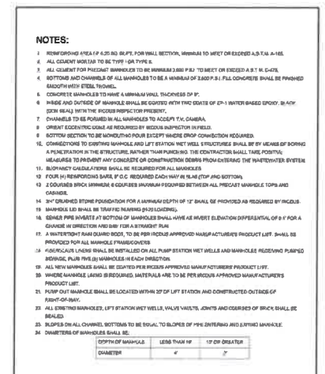
INDIAN RIVER COUNTY DEPARTMENT OF UTILITY SERVICES	SEWER LATERAL NOTES	DRAWING NO. S-3 A



NOTES:

1. A WATERTIGHT BOOT RAIN GUARD SHALL BE PROVIDED FOR ALL FRAME/COVERS AND (BE APPROVED BY RCDUS).
2. ALL MATERIALS SHALL BE PER RCDUS APPROVED MANUFACTURERS' PRODUCT LIST.

INDIAN RIVER COUNTY DEPARTMENT OF UTILITY SERVICES	STANDARD MANHOLE CASTING	DRAWING NO. S-4

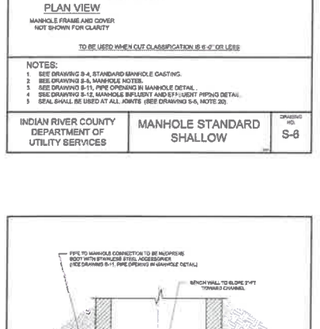


NOTES:

1. REINFORCED AREA OF 0.20 SQ. IN./FT. FOR WALL SECTION, MINIMUM TO MEET OR EXCEED A.S.T.M. A-185.
2. ALL CEMENT MIXES TO BE TYPE I OR TYPE II.
3. ALL CEMENT FOR PRECAST MANHOLES TO BE MINIMUM 3,000 P.S.I. TO MEET OR EXCEED A.S.T.M. C-478.
4. BOTTOMS AND CHANNELS OF ALL MANHOLES TO BE A MINIMUM OF 3,000 P.S.I. FULL CONCRETE SHALL BE FINISHED SMOOTH WITH STEEL TROWEL.
5. CONCRETE MANHOLES TO HAVE A MINIMUM WALL THICKNESS OF 5".
6. INSIDE AND OUTSIDE OF MANHOLE SHALL BE COATED WITH TYPE STATUS OF CP-1 WATER-BASED EPOXY, BI-NTV. (SION SEAL) WITH THE RCDUS INSPECTOR PRESENT.
7. CHANNELS TO BE FORMED IN ALL MANHOLES TO ACCEPT TV. CAMERA.
8. ORIENT ECCENTRIC CONE AS REQUIRED BY RCDUS INSPECTOR IN FIELD.
9. BOTTOM SECTION TO BE MONOLITHIC POUR EXCEPT WHERE DROP CONNECTION REQUIRED.
10. CONNECTIONS TO EXISTING MANHOLE AND LIFT STATION WET WELL STRUCTURES SHALL BE BY MEANS OF BORING A PENETRATION IN THE STRUCTURE, RATHER THAN PUNCHING. THE CONTRACTOR SHALL TAKE POSITIVE MEASURES TO PREVENT ANY CONCRETE OR CONSTRUCTION DEBRIS FROM ENTERING THE WASTEWATER SYSTEM.
11. BUOYANCY CALCULATIONS SHALL BE REQUIRED FOR ALL MANHOLES.
12. FOUR (4) REINFORCING BARS, 8' O.C. REQUIRED EACH WAY IN SLAB (TOP AND BOTTOM).
13. 2 DOUSHES BRICK MINIMUM & EQUIRES MAXIMUM 8 EQUIRED BETWEEN ALL PRECAST MANHOLE TOPS AND CASINGS.
14. 24" CRUSHED STONE FOUNDATION FOR A MINIMUM DEPTH OF 12" SHALL BE PROVIDED AS REQUIRED BY RCDUS.
15. MANHOLE LID SHALL BE TRAFFIC BEARING (H-20 LOADING).
16. EDGES PIPE INVERTS AT BOTTOM OF MANHOLES SHALL HAVE AS INVERT ELEVATION DIFFERENTIAL OF 0.1' FOR A CHANGE IN DIRECTION AND 0.05' FOR A STRAIGHT RUN.
17. A WATERTIGHT RAIN GUARD BOOT, TO BE PER RCDUS APPROVED MANUFACTURERS PRODUCT LIST, SHALL BE PROVIDED FOR ALL MANHOLE FRAME/COVERS.
18. FORCEMAIN LINERS SHALL BE INSTALLED ON ALL PUMP STATION WET WELLS AND MANHOLES RECEIVING PUMPED SEWAGE, PLUS TWO (2) MANHOLES IN EACH DIRECTION.
19. ALL NEW MANHOLES SHALL BE CRAFTED PER RCDUS APPROVED MANUFACTURERS PRODUCT LIST.
20. WHERE MANHOLE LINING IS REQUIRED, MATERIALS ARE TO BE PER RCDUS APPROVED MANUFACTURERS PRODUCT LIST.
21. PUMP OUT MANHOLE SHALL BE LOCATED WITHIN 30' OF LIFT STATION AND CONSTRUCTED OUTSIDE OF RIGHT-OF-WAY.
22. ALL EXISTING MANHOLES, LIFT STATION WET WELLS, VALVE VAULTS, JOINTS AND OVERSIDES OF BRICK, SHALL BE SEALED.
23. SLOPES ON ALL CHANNEL BOTTOMS TO BE EQUAL TO SLOPES OF PIPE ENTERING AND EXITING MANHOLE.
24. DIAMETERS OF MANHOLES SHALL BE:

DEPTH OF MANHOLE	LESS THAN 4'	12' OR GREATER
DIAMETER	4'	7'

INDIAN RIVER COUNTY DEPARTMENT OF UTILITY SERVICES	MANHOLE NOTES	DRAWING NO. S-5

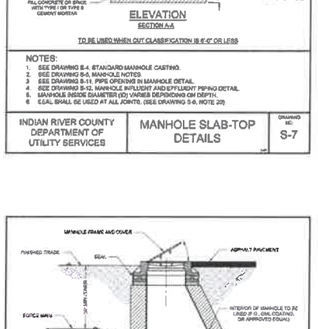


TO BE USED WHEN CUT CLASSIFICATION IS 6'-0" OR LESS

NOTES:

1. SEE DRAWING S-4, STANDARD MANHOLE CASTING.
2. SEE DRAWING S-5, MANHOLE NOTES.
3. SEE DRAWING S-11, PIPE OPENING IN MANHOLE DETAIL.
4. SEE DRAWING S-12, MANHOLE INFLUENT AND EFFLUENT PIPING DETAIL.
5. SEAL SHALL BE USED AT ALL JOINTS. (SEE DRAWING S-5, NOTE 3D)

INDIAN RIVER COUNTY DEPARTMENT OF UTILITY SERVICES	MANHOLE STANDARD SHALLOW	DRAWING NO. S-6

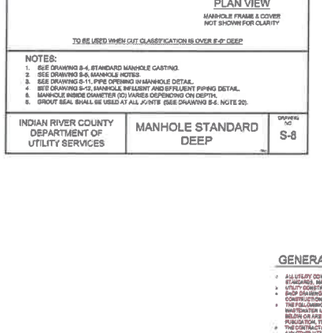


TO BE USED WHEN CUT CLASSIFICATION IS 6'-0" OR LESS

NOTES:

1. SEE DRAWING S-4, STANDARD MANHOLE CASTING.
2. SEE DRAWING S-5, MANHOLE NOTES
3. SEE DRAWING S-11, PIPE OPENING IN MANHOLE DETAIL.
4. NO INSIDE DROP WILL BE ACCEPTED FOR FORCE MAIN TIE-INS.
5. WHERE MANHOLE LINING IS REQUIRED, MATERIALS ARE TO BE PER RCDUS APPROVED MANUFACTURERS PRODUCT LIST.
6. SEAL SHALL BE USED AT ALL JOINTS. (SEE DRAWING S-5, MANHOLE NOTES, NOTE 22).

INDIAN RIVER COUNTY DEPARTMENT OF UTILITY SERVICES	MANHOLE SLAB-TOP DETAILS	DRAWING NO. S-7

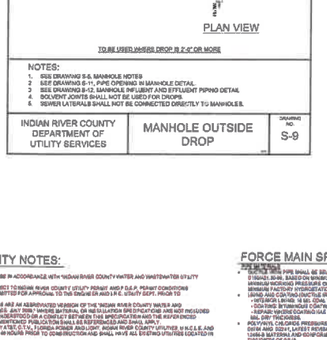


TO BE USED WHEN CUT CLASSIFICATION IS OVER 6'-0" DEEP

NOTES:

1. SEE DRAWING S-4, STANDARD MANHOLE CASTING.
2. SEE DRAWING S-5, MANHOLE NOTES.
3. SEE DRAWING S-11, PIPE OPENING IN MANHOLE DETAIL.
4. SEE DRAWING S-12, MANHOLE INFLUENT AND EFFLUENT PIPING DETAIL.
5. MANHOLE INSIDE DIAMETER (ID) VARIES DEPENDING ON DEPTH.
6. CONCRETE SHALL BE USED AT ALL JOINTS. (SEE DRAWING S-6, NOTE 2D)

INDIAN RIVER COUNTY DEPARTMENT OF UTILITY SERVICES	MANHOLE STANDARD DEEP	DRAWING NO. S-8

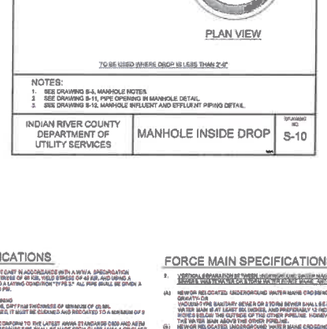


TO BE USED WHERE DROP IS 2'-0" OR MORE

NOTES:

1. SEE DRAWING S-5, MANHOLE NOTES
2. SEE DRAWING S-11, PIPE OPENING IN MANHOLE DETAIL.
3. SEE DRAWING S-12, MANHOLE INFLUENT AND EFFLUENT PIPING DETAIL.
4. BOUVENT JOINTS SHALL NOT BE USED FOR DROPS.
5. SEWER LATERALS SHALL NOT BE CONNECTED DIRECTLY TO MANHOLES.

INDIAN RIVER COUNTY DEPARTMENT OF UTILITY SERVICES	MANHOLE OUTSIDE DROP	DRAWING NO. S-9

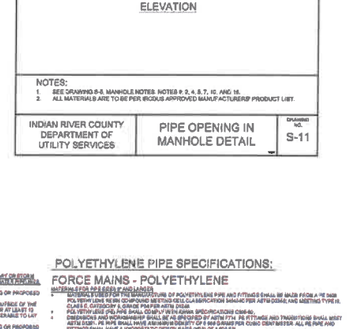


TO BE USED WHERE DROP IS LESS THAN 2'-0"

NOTES:

1. SEE DRAWING S-5, MANHOLE NOTES
2. SEE DRAWING S-11, PIPE OPENING IN MANHOLE DETAIL.
3. SEE DRAWING S-12, MANHOLE INFLUENT AND EFFLUENT PIPING DETAIL.

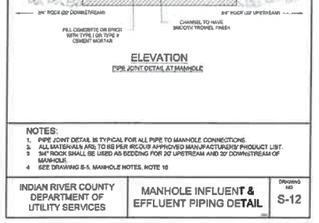
INDIAN RIVER COUNTY DEPARTMENT OF UTILITY SERVICES	MANHOLE INSIDE DROP	DRAWING NO. S-10



NOTES:

1. SEE DRAWING S-5, MANHOLE NOTES. NOTES 8, 2, 4, 5, 7, 10, AND 16.
2. ALL MATERIALS ARE TO BE PER RCDUS APPROVED MANUFACTURERS' PRODUCT LIST.

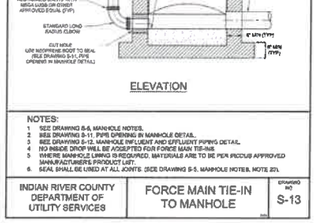
INDIAN RIVER COUNTY DEPARTMENT OF UTILITY SERVICES	PIPE OPENING IN MANHOLE DETAIL	DRAWING NO. S-11



NOTES:

1. PIPE JOINT DETAIL IS TYPICAL FOR ALL PIPE TO MANHOLE CONNECTIONS.
2. ALL MATERIALS ARE TO BE PER RCDUS APPROVED MANUFACTURERS' PRODUCT LIST.
3. SAT ROCK SHALL BE USED AS BEDDING FOR 20" UPSTREAM AND 30" DOWNSTREAM OF MANHOLE.
4. SEE DRAWING S-5, MANHOLE NOTES, NOTE 16

INDIAN RIVER COUNTY DEPARTMENT OF UTILITY SERVICES	MANHOLE INFLUENT & EFFLUENT PIPING DETAIL	DRAWING NO. S-12



NOTES:

1. SEE DRAWING S-4, MANHOLE NOTES.
2. SEE DRAWING S-11, PIPE OPENING IN MANHOLE DETAIL.
3. SEE DRAWING S-12, MANHOLE INFLUENT AND EFFLUENT PIPING DETAIL.
4. NO INSIDE DROP WILL BE ACCEPTED FOR FORCE MAIN TIE-INS.
5. WHERE MANHOLE LINING IS REQUIRED, MATERIALS ARE TO BE PER RCDUS APPROVED MANUFACTURERS PRODUCT LIST.
6. SEAL SHALL BE USED AT ALL JOINTS. (SEE DRAWING S-5, MANHOLE NOTES, NOTE 22).

INDIAN RIVER COUNTY DEPARTMENT OF UTILITY SERVICES	FORCE MAIN TIE-IN TO MANHOLE	DRAWING NO. S-13

GENERAL UTILITY NOTES:

- ALL UTILITY CONSTRUCTION TO BE IN ACCORDANCE WITH "INDIAN RIVER COUNTY WATER AND WASTEWATER UTILITY STANDARDS, MANUAL BOOK".
- UTILITY CONSTRUCTION IS SUBJECT TO INDIAN RIVER COUNTY UTILITY PERMIT AND F.D.E.P. PERMIT CONDITIONS.
- SHOP DRAWINGS SHALL BE SUBMITTED FOR APPROVAL TO THE ENGINEER AND R.C.U.S. UTILITY DEPT. PRIOR TO CONSTRUCTION.
- GENERAL SPECIFICATIONS ARE AN ABBREVIATED VERSION OF THE "INDIAN RIVER COUNTY WATER AND WASTEWATER UTILITY STANDARDS, ANY ITEMS / MODE MATERIAL OR INSTALLATION SPECIFICATIONS AND NOT INCLUDED BELOW OR ARE NOT CLEARLY UNDERSTOOD OR A CONFLICT BETWEEN THE SPECIFICATIONS AND THE REFERENCED PUBLICATION, THE FTM APPROPRIATE PUBLICATION SHALL BE REFERENCED AND SHALL APPLY.
- THE CONTRACTOR SHALL NOTIFY AT&T, C.T.V., FLORIDA POWER AND LIGHT, INDIAN RIVER COUNTY UTILITIES, M.C.E.L.E. AND ALL OTHER UTILITY PROVIDERS 48 HOURS PRIOR TO CONSTRUCTION AND SHALL HAVE ALL EXISTING UTILITIES LOCATED IN THE FIELD.
- ALL REQUIRED TESTING (PRESSURE TESTS, DISINFECTION, BACTERIOLOGICAL, EXFILTRATION/INFILTRATION, LEAKPROO, T.V. INSPECTION, AND OTHER TESTS OR INSPECTIONS REQUIRED IN THE ADOPTED SPECIFICATIONS SHALL BE PROVIDED AND PAID FOR BY THE CONTRACTOR. THE ENGINEER SHALL BE PRESENT FOR ALL TESTING/INSPECTIONS, AND GIVEN 96 HOUR PRIOR NOTICE. THE ENGINEER SHALL BE GIVEN COPIES OF ALL TESTING RESULTS PRIOR TO ANY REQUEST FOR PAYMENT.
- A PERFORMANCE BOND SHALL BE PROVIDED BY THE CONTRACTOR 20% OF VALUE OF MATERIAL BILLBOARD TO INDIAN RIVER COUNTY AT THE CLOSING DATE OF THE PLANNED DEVELOPMENT OR SUBDIVISION AGREEMENT.
- THE CONTRACTOR WILL PROVIDE ONE (1) SETS OF RECORD DRAWINGS (HARD COPY AND ELECTRONIC FORMAT), CONSISTING OF 24 AND SET OF REPRODUCIBLE (MYLAR) AND THREE SETS OF BLUELINE PRINTS AND ELECTRONIC FORMAT AS REQUIRED BY THE ENGINEER OF RECORD OR LICENSED SURVEYOR. ALL AS ACCORDANCE WITH INDIAN RIVER COUNTY UTILITY SPECIFICATIONS, PUBLICATION NOT EXISTING OR ABOVE.

SANITARY SEWERS - POLYVINYL CHLORIDE PIPE

GENERAL

- POLYVINYL CHLORIDE (P.V.C.) GRAVITY SEWER PIPE CAN BE USED TO A DEPTH OF SIXTEEN FEET.

GRAVITY SEWER MAIN AND LATERALS

- PIPE SHALL BE GREEN AND INSTALLED AS SHALL ARE STENCIL OR POLYVINYL CHLORIDE PIPE AND SHALL CONFORM TO THE LATEST AMENDMENTS OF D 3034-SDR 35.
- FITTINGS INSTALLED IN POLYVINYL CHLORIDE PIPE SHALL CONFORM TO THE SAME SPECIFICATIONS AS THE PIPE IN WHICH THEY ARE INSTALLED.
- POLYVINYL CHLORIDE PIPE SHALL BE A MINIMUM OF 30 FEET IN LENGTH AND PURCHASED BY JM, OR NOMA RIVER COUNTY UTILITY STANDARDS, BOOK, LATEST REVISIONS.
- MATERIAL SHALL MEET OR EXCEED THE REQUIREMENTS OF ASTM SPECIFICATION TYPE 1, GRADE 1 (12454-B).
- ALL WYES, RYTENSE, LATERALS AND MANHOLE COUPLINGS SHALL BE MANUFACTURED BY JM, OR APPROVED EQUAL.
- THE PIPE SHALL BE GREEN IN COLOR.
- JOINT SEALS BY ROLLING RING, GASKETED PIPE AND RYTENSE SHALL COMPLY WITH ASTM DESIGNATION D3212.

TESTING

- FOLLOWING BARREL INSTALLATION TELEVISION SYSTEM AND LAMPING, IN ACCORDANCE WITH INDIAN RIVER COUNTY UTILITY STANDARDS.
- EXFILTRATION OR INFILTRATION TESTS WILL BE REQUIRED ON ALL PIPE, AS DETERMINED BY UTILITY DEPARTMENT PERSONNEL. AGAINST WHICH NOT EXCEED OR SIX GALLONS/IN DIAMETER/MILE OF SEWER PIPE.

INSTALLATION

- ALL PIPE SHALL BE LAID ON A TRENCH FREE OF STONES, ROCKS, OR OTHER DELETERIOUS MATERIALS TO A DEPTH OF 6" BELOW THE BOTTOM OF THE PIPE. BACKFILL SHALL BE TAMPED IN 12" LIFTS UP TO THE SURFACE TO ACHIEVE A SUFFICIENT COMPACTION OF 98% OF THE MAXIMUM DRY DENSITY (MODIFIED PROCTOR) T-180. DENSITY TESTS SHALL BE PERFORMED ON THE BACKFILL AT A MINIMUM OF ONE PT. HORIZONTAL AND VERTICAL TO THE STRUCTURES.
- ALL PIPE TO BE INSTALLED WITH A MINIMUM GROUND COVER OF 24".

PROPOSED GRAVITY SEWER

FROM MANHOLE	TO MANHOLE	LENGTH (FT)	DIAMETER (IN)	VELOCITY (FPS)	TYPE	
65-01	65-01	0'	10	10	10	ASTM D 2034-SDR35 PVC

NOTES:

1. SERVICE SHALL BE RUBBER GASKETED AND SHALL BE SEALED BY PIPE DOPE COMPOSITION.
2. MANDREL FLOW FOR THE ENTIRE PROJECT AT BASE DIAMETER 93 DAYS. (YEAR ROUND). THIS DOES NOT COVER THE SIZE OF THE SEWER OR CORRESPONDING SLOPE BASED ON APPROPRIATE VELOCITIES. RATHER, MINIMUM SLOPE AND SIZE DRIVEN AS GOVERNED BY LOCAL UTILITY.

FORCE MAIN SPECIFICATIONS

PIPE MATERIALS

- SURFACE WATER PIPE SHALL BE DELI AND SPIGOT DUCT IN ACCORDANCE WITH A.W.W.A. SPECIFICATION STANDARD, BASED ON MINIMUM TENSILE STRENGTH OF 60 KSI, YIELD STRESS OF 42 KSI, AND HAVING A MINIMUM WORKING PRESSURE OF 350 PSI, AND A LATING DIMENSION "TYPE 51" ALL PIPE SHALL BE GIVEN A COATING AND LINING AS FOLLOWS:
  - LINING AND COATING DUCTILE IRON PIPE:
  - INTERIOR LINING: 40 MIL COAL TAR EPOXY LINING
  - EXTERIOR: BITUMINOUS COATING ON OUTSIDE, DRY FILM THICKNESS OF MINIMUM OF (3) MIL.
  - REPAIR: MINOR COATING HAS BEEN DAMAGED, IT MUST BE CLEANED AND INDICATED TO A MINIMUM OF 3 MILS OF POLYKEN.
- POLYVINYL CHLORIDE PRESSURE PIPE SHALL CONFORM TO THE LATEST ANSI/AWWA C900 AND MSTM D2241, LATEST REVISIONS. R.V.C. PRESSURE PIPE SHALL BE MADE FROM CLASS 12454-A OR CLASS 12454-B MATERIAL AND CONFORMATION THE OUTSIDE DIAMETER OF CAST IRON PIPE IN A MINIMUM WALL THICKNESS OF DR18.
- PIPE SHALL BE GREEN IN COLOR.
- POLYETHYLENE FORCE MAIN - 3" OR LARGER - SEE SPECIFICATION BOOK-NELSON JOINTS

- JOINTS FOR PRESSURE PIPE SHALL BE BELL AND SPIGOT PUSH-ON RUBBER GASKET TYPE O-RING, IN ACCORDANCE WITH A.W.W.A. C-111 (ANSI 21.11-1981. NO OIL VENT FIELD OR THREADED JOINTS WILL BE ACCEPTED.

FITTINGS

- ALL FITTINGS SHALL BE DUCTILE IRON MECHANICAL JOINT AND SHALL CONFORM TO AWWA SPECIFICATIONS C-110 (ANSI 21.10-1980), OR LATEST REVISIONS. FITTINGS SHALL BE LINED AND COATED TO SAME SPECIFICATIONS AS THE D.I.P. PIPE SPECIFIED ABOVE. ALL D SOME GROUND FITTING SHALL BE PLACED JOINT, IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATION BOA FOR DUCTILE IRON FITTINGS. SHALL COMPLY WITH ANSI SPECIFICATION B16.3.
- JOINT RESTRAINT SHALL BE BY MJPCO D-1500, EBBA IRON 1100 AND 1400 RESTRAINERS, OR APPROVED EQUAL. IN ACCORDANCE WITH MANUFACTURER'S SCHEDULE FOR BEND, DETAIL SHEET OR A MINIMUM OF 20 OF OF RESTRAINED PIPE OR ENDPIECES OF A VALVE OR JOINT. NO SET SCREW TYPE MECHANICAL RESTRAINING MECHANISMS WILL BE ACCEPTED. THE COST FOR INSTALLATION OF MECHANICAL RESTRAINT DEVICES SHALL BE INCLUDED IN THE BID ITEM FOR INSTALLATION OF THE WATER MAIN.

VALVES

- ALL VALVES USED SHALL BE NON-LUBRICATED EXCEPTING TYPE W RESILIENT SEATED GATE VALVES, AS SPECIFIED PLUGS, AND STAINLESS STEEL DARKENED. BOLTS IN THE BODY, VALVES SHALL BE MECHANICAL JOINT, AND STANDARD 21.11, MARKINGS, SEE DETAIL S-16.

CONNECTION TO EXISTING SYSTEM

- SECTION PROVIDE 2 ft. SECTION 65-03-04 LOCATION OF PUBLIC WATER SYSTEM MAINS.

FOR THE PURPOSE OF THIS SECTION, THE PHRASE "WATER MAINS" SHALL MEAN MAINS, INCLUDING TREATMENT PLANT PROCESS PIPING, CONVEYING EITHER RAW, PARTIALLY TREATED, OR FINISHED DRINKING WATER, FIRE HYDRANT LEADS, AND SERVICE LINES THAT ARE UNDER THE CONTROL OF A PUBLIC WATER SYSTEM AND THAT HAVE AN INSIDE DIAMETER OF THREE INCHES OR GREATER.

1. NOTWITHSTANDING ANYTHING IN THIS SECTION TO THE CONTRARY, NO PERSON SHALL CONNECT ANY WATER MAIN TO ANY PUBLIC WATER SYSTEM WITHOUT FIRST OBTAINING THE WRITTEN APPROVAL OF THE DEPARTMENT AND THE OWNER OF THE PUBLIC WATER SYSTEM.

(a) NEW OR RELOCATED WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED STORM SEWER, SANITARY SEWER, WASTEWATER FORCE MAIN, OR RECLAIMED WATER MAIN. THE DISTANCE SHALL BE AS LARGE AS PRACTICABLE WHEN PARALLEL UTILITIES ARE INSTALLED IN EASEMENTS SHARED WITH WATER MAINS.

(b) NEW OR RELOCATED WATER MAINS CROSSING ANY GRAVITY-OR-PRESSURE-TYPE SANITARY SEWER, STORM WATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER OR UNDERGROUND ELECTRIC POWER LINES SHALL BE LAID TO PROVIDE A VERTICAL DISTANCE OF AT LEAST SIX INCHES BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF THE OTHER PIPELINE OR UTILITY LINE. THE VERTICAL DISTANCE SHALL BE AS LARGE AS PRACTICABLE WHEN PARALLEL UTILITIES ARE INSTALLED IN EASEMENTS SHARED WITH WATER MAINS.

(c) NEW OR RELOCATED WATER MAINS CROSSING ANY GRAVITY-OR-PRESSURE-TYPE SANITARY SEWER, STORM WATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER SHALL BE LAID SO THAT NEITHER JOINT IS LOCATED WITHIN THREE FEET HORIZONTALLY OF ANY PART OF THE OTHER PIPELINE OR UTILITY LINE. WHERE A WATER MAIN CROSSES UNDER THE OTHER PIPELINE, ADEQUATE STRUCTURAL SUPPORT FOR THE JOINTS OF THE WATER MAIN SHALL BE PROVIDED TO PREVENT SETTLING AND POSSIBLE BREAKAGE OF THE WATER MAIN. PIPE MATERIALS MAY BE REQUIRED UNDER PART II OF CHAPTER 62-604, F.A.C.

(d) NEW OR RELOCATED WATER MAINS CROSSING ANY GRAVITY-OR-PRESSURE-TYPE SANITARY SEWER, STORM WATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER SHALL BE LAID SO THAT NEITHER JOINT IS LOCATED WITHIN THREE FEET, FROM ANY PORTION OF PROPOSED UNDISTURBED SANITARY SEWER, STORM WATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER. PIPE MATERIALS MAY BE REQUIRED UNDER PART II OF CHAPTER 62-604, F.A.C. IF GRAVITY-OR-PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER IS NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C., AND SUPPOSE SYSTEM AS DEFINED IN SECTION 373.0693, F.S., AND RULE 62-610.469, F.A.C.

- PIPE MUST BE LAID ON A TRENCH FREE OF STONES, ROCKS OR OTHER DELETERIOUS MATERIAL TO A DEPTH OF 6" BELOW THE BOTTOM OF THE PIPE. PIPE SHALL BE LAID ON A CONSTRUCTION UNDISTURBED EARTH. BACKFILL SHALL BE TAMPED INTO PLACE TO ACHIEVE PROTECT AND SUPPORT THE PIPE. REQUIREMENTS THE CONSTRUCTION PLANS. PIPE SHALL NOT BE INSTALLED WITH A MINIMUM OF 30" OF GROUND COVER AND NOT MORE THAN EIGHT FEET BELOW GRADE UNLESS OTHERWISE APPROVED BY THE ENGINEER. THE CONTRACTOR SHOULD REFER TO THE PLASTIC PIPE INSTITUTE (PPI) IF THOSE ARE NO MEGALLEANS OR MORTAR PRESSURES CROSS SERVED THE FINAL GRADE OF THE PIPE IS ESTABLISHED.
- IF ANY TEST OF PIPE LAID EXCEEDS ALLOWABLE LEAKAGE OR EXCESSIVE PRESSURE DROP OBTAINED THAN THAT ALLOWED, THE CONTRACTOR SHALL, AT HIS/HER OWN EXPENSE, LOCATE AND REPAIR THE CAUSE OF LEAKAGE AND RETEST THE LINE. THE AMOUNT OF LEAKAGE WHICH WILL BE PERMITTED SHALL BE IN ACCORDANCE WITH AWWA C600 STANDARDS.

FORCE MAIN SPECIFICATIONS

3. VERTICAL SEPARATION OF THREE UNDERGROUND WATER MAINS AND SANITARY OR STORM SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER MAIN CROSSINGS

(a) NEW OR RELOCATED UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED GRAVITY-OR-PRESSURE-TYPE SANITARY SEWER OR STORM SEWER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST SIX INCHES, AND PREFERABLY 12 INCHES, ABOVE OR AT LEAST 12 INCHES BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.

(b) NEW OR RELOCATED UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED GRAVITY-OR-PRESSURE-TYPE SANITARY SEWER, STORM WATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 12 INCHES ABOVE OR BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.

(c) AT THE CROSSING DESCRIBED IN PARAGRAPHS (a) AND (b) ABOVE, ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE LOCATED SO BOTH JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE. ALTERNATIVELY, AT SUCH CROSSINGS, THE PIPES SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN VERTICALLY STACKED SANITARY SEWERS, STORM SEWERS, STORM WATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER. PIPE MATERIALS MAY BE REQUIRED UNDER PART II OF CHAPTER 62-604, F.A.C., AND PART III OF CHAPTER 62-610, F.A.C., IF GRAVITY-OR-PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER IS NOT REGULATED UNDER PART II OF CHAPTER 62-610, F.A.C.

4. SEPARATION BETWEEN WATER MAINS AND SANITARY OR STORM SEWER MANHOLES.

(a) NO WATER MAIN SHALL PASS THROUGH OR COME IN CONTACT WITH ANY PART OF A SANITARY SEWER MANHOLE.

(b) EXISTING WATER OR SEWER MAINS SHALL NOT BE CONSTRUCTED OR ALTERED TO PROVIDE THE REQUIRED SEPARATION WITHOUT THE APPROVAL OF AN ALTERNATIVE UNDER PART III OF CHAPTER 62-610, F.A.C.

5. SEPARATION BETWEEN STORM WATER FORCE MAINS OR RECLAIMED WATER MAINS AND SANITARY SEWER MANHOLES. NO PERSON SHALL CONSTRUCT ANY STORM WATER FORCE MAIN OR RECLAIMED WATER MAIN THAT PASSES THROUGH OR COMES IN CONTACT WITH ANY PART OF A SANITARY SEWER MANHOLE. RECLAIMED WATER MAINS SHALL BE CONSTRUCTED OF MATERIALS APPROVED FOR POTABLE WATER MAINS.

6. SEPARATION BETWEEN WATER MAINS AND UNDERGROUND DRAINS SHALL BE LOCATED SO THAT THE OUTSIDE OF THE WATER MAIN IS AT LEAST THREE FEET FROM ANY EXISTING OR PROPOSED STORM SEWER. STORM WATER FORCE MAIN OR PIPELINE CONVEYING RECLAIMED WATER. PIPE MATERIALS MAY BE REQUIRED UNDER PART II OF CHAPTER 62-604, F.A.C., AND PART III OF CHAPTER 62-610, F.A.C., IF LESS THAN THREE FEET, AND PREFERABLY TEN FEET, FROM ANY PORTION OF PROPOSED UNDISTURBED SANITARY SEWER, STORM WATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER. IF GRAVITY-OR-PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER IS NOT REGULATED UNDER PART II OF CHAPTER 62-604, F.A.C., AND PART III OF CHAPTER 62-610, F.A.C., AND SUPPOSE SYSTEM AS DEFINED IN SECTION 373.0693, F.S., AND RULE 62-610.469, F.A.C.

- PIPE MUST BE LAID ON A TRENCH FREE OF STONES, ROCKS OR OTHER DELETERIOUS MATERIAL TO A DEPTH OF 6" BELOW THE BOTTOM OF THE PIPE. PIPE SHALL BE LAID ON A CONSTRUCTION UNDISTURBED EARTH. BACKFILL SHALL BE TAMPED INTO PLACE TO ACHIEVE PROTECT AND SUPPORT THE PIPE. REQUIREMENTS THE CONSTRUCTION PLANS. PIPE SHALL NOT BE INSTALLED WITH A MINIMUM OF 30" OF GROUND COVER AND NOT MORE THAN EIGHT FEET BELOW GRADE UNLESS OTHERWISE APPROVED BY THE ENGINEER. THE CONTRACTOR SHOULD REFER TO THE PLASTIC PIPE INSTITUTE (PPI) IF THOSE ARE NO MEGALLEANS OR MORTAR PRESSURES CROSS SERVED THE FINAL GRADE OF THE PIPE IS ESTABLISHED.
- IF ANY TEST OF PIPE LAID EXCEEDS ALLOWABLE LEAKAGE OR EXCESSIVE PRESSURE DROP OBTAINED THAN THAT ALLOWED, THE CONTRACTOR SHALL, AT HIS/HER OWN EXPENSE, LO

ELEVATION

SEE DRAWING M-1A, TRENCH DETAIL NOTES

INDIAN RIVER COUNTY DEPARTMENT OF UTILITY SERVICES	TRENCH DETAIL (UNPAVED EASEMENT)	DRAWING NO. M-1

NOTES:

1. ARRIAL SOIL CONDITIONS CANNOT BE SUMMARIZED AS SHOWN ON DRAWING M-1. PROVIDE METHOD OF CONSTRUCTION TO MEET OR FOR APPROVAL.
2. EXISTING WELLS TO BE ABANDONED AS DETERMINED IN THE FIELD IN ACCORDANCE WITH CHAPTER 62-532, F.A.C.
3. CONTRACTOR TO PROTECT USERS SHOWN HEREON AS SUBJECT TO ABANDONMENT.
4. MECHANICAL COMPACTION NOT ALLOWED BELOW THIS LEVEL. OTHER THAN HAND VIBRATORY MEANS.
5. COMPACTION REPORTS REQUIRED.
6. MINIMUM TRENCH WIDTH "W" = PIPE O.D. PLUS 2'-0"
7. 3" DETECTION TAPE WITH METALLIC BACKING TO BE INSTALLED OVER MAIN 6" BELOW BOTTOM OF BASE/SUBASE TAPE TO BE MARKED "CAUTION WATER LINE BELOW". "CAUTION FORCE MAIN BELOW", OR "CAUTION REUSE MAIN BELOW". TRACE WIRE SHALL BE USED CONTINUOUSLY ON ALL PIPE. SEE DRAWING M-1A, TRACE WIRE DETAIL.
8. ALL TESTING/OBSERVATIONS REQUIRED BY OTHERS SHALL BE COORDINATED BY CONTRACTOR. ENGINEER SHALL COORDINATE WITH INDIAN RIVER COUNTY AS NECESSARY.
9. ALL PIPE TO BE LOCATED A MINIMUM OF 3'-0" FROM BACK OF CURB, WHICHEVER IS MORE STRINGENT
10. ENCAPSULATE FLOWABLE FILL IN ALUMINUM FOIL FROM EDGE OF PAVEMENT

INDIAN RIVER COUNTY DEPARTMENT OF UTILITY SERVICES	TRENCH DETAIL NOTES	DRAWING NO. M-1 A

ELEVATION

SEE DRAWING M-1A, TRENCH DETAIL NOTES

NOTES:

1. MECHANICAL COMPACTION NOT ALLOWED BELOW THIS LEVEL OTHER THAN HAND VIBRATORY MEANS.
2. NEW SURFACE MATERIALS SHALL BE CONSISTENT IN DEPTH WITH EXISTING MATERIALS AND SHALL HAVE LAYERED JOINTS. (1 1/2" MINIMUM THICKNESS). PAVEMENT MATERIAL TO BE SPECIFIED.
3. MINIMUM TRENCH WIDTH "W" = PIPE O.D. PLUS 2'-0".
4. EXCAVATABLE FLOWABLE FILL IS ALLOWED WITH PRIOR APPROVAL OF PROPOSED MATERIAL STRENGTH BY COUNTY PUBLIC WORKS ENGINEER OR DESIGNEE

INDIAN RIVER COUNTY DEPARTMENT OF UTILITY SERVICES	TRENCH DETAIL (PAVED AREAS & SHOULDERS)	DRAWING NO. M-2

RESTRAINED LENGTH IN FEET EACH SIDE OF BEND

PIPE DIAMETER (INCHES)	D.I.P. 90°	D.I.P. 45°	D.I.P. 22 1/2°	D.I.P. 11 1/4°	P.V.C. 45°	P.V.C. 22 1/2°	P.V.C. 11 1/4°
3"	30'	15'	7'-6"	3'	43'	22'	10'
4"	38'	19'	9'	4'	59'	29'	15'
6"	58'	29'	13'	6'	90'	43'	21'
8"	89'	37'	17'	7'-6"	122'	62'	29'
10"	99'	39'	20'	10'	170'	86'	41'
12"	99'	40'	20'	10'	192'	99'	47'
16"	120'	50'	24'	12'	248'	119'	59'
20"	150'	63'	30'	15'	292'	148'	70'
24"	180'	76'	36'	17'	417'	211'	101'
30"	180'	90'	42'	20'	592'	299'	142'
36"	222'	94'	43'	22'	0	0	0
42"	342'	109'	50'	25'	0	0	0
48"	360'	120'	56'	30'	0	0	0

RESTRAINED LENGTHS FROM DEAD ENDS & BRANCHES FROM TEES SHALL BE THE SAME AS FOR 90° BEND

RESTRAINED LENGTH IN FEET EACH SIDE FOR REDUCER

PIPE DIAMETER (INCHES)	3"	4"	6"	8"	10"	12"	16"	20"	24"	30"
3"	0	0	0	0	0	0	0	0	0	0
4"	49'	0	0	0	0	0	0	0	0	0
6"	82'	49'	0	0	0	0	0	0	0	0
8"	79'	77'	47'	0	0	0	0	0	0	0
10"	99'	90'	70'	46'	0	0	0	0	0	0
12"	122'	116'	102'	79'	42'	0	0	0	0	0
16"	170'	166'	148'	128'	100'	76'	0	0	0	0
20"	209'	198'	183'	170'	150'	130'	79'	0	0	0
24"	192'	188'	182'	170'	158'	139'	97'	52'	0	0
30"	192'	192'	189'	180'	170'	160'	132'	98'	0	
36"	229'	229'	229'	212'	207'	198'	180'	156'	122'	73'
42"	349'	349'	239'	239'	239'	239'	209'	189'	159'	109'
48"	298'	232'	249'	249'	239'	239'	232'	207'	178'	139'

RESTRAINED LENGTHS FOR LONGER DIAMETER PIPES

ALL IN-LINE VALVES SHALL BE TREATED AS DEAD END WITH RESTRAINED PIPE JOINTS UP AND DOWN

INDIAN RIVER COUNTY DEPARTMENT OF UTILITY SERVICES	RESTRAINED PIPE LENGTHS & SCHEDULE NOTES	DRAWING NO. M-3

ELEVATION

NOTES:

1. NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED GRAVITY, VACUUM TYPE SANITARY SEWER, STORM SEWER, OR PRESSURE TYPE SANITARY SEWER, WASTEWATER, STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER SHALL BE LAID SO THE WATER MAIN IS AT LEAST 6", AND PREFERABLY 18", ABOVE OR A MINIMUM OF 12" BELOW THE OTHER PIPELINE, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE IF 36" MINIMUM COVER CAN BE MAINTAINED ABOVE THE WATER MAIN AND 9" OF SEPARATION BETWEEN THE WATER MAIN AND THE OTHER PIPELINE.
2. AT UTILITY CROSSINGS, ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS WILL BE FAR AS POSSIBLE FROM THE OTHER PIPELINE, ALTERNATIVELY, AT SUCH CROSSINGS, THE PIPES SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST 3' FROM ALL JOINTS IN VACUUM TYPE SANITARY SEWERS, STORM SEWERS, STORMWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER, AND AT LEAST 6' FROM ALL JOINTS IN GRAVITY OR PRESSURE TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER.
3. OTHER METHODS OF RESTRAINT MAY BE USED AS APPROVED BY IRCDUS IN LIEU OF DEFLECTING THE PIPE AS SHOWN ABOVE.
4. TRACE WIRE SHALL BE INSTALLED ABOVE THE PIPE. (SEE DRAWING M-1A, TRACE WIRE DETAILS).
5. ALL WATER AND SEWER PIPING SHALL BE LOCATED A MINIMUM HORIZONTAL SEPARATION EQUAL TO THE DEPTH OF THE PIPE PLUS THE DIAMETER OF THE PIPE FROM ANY PERMANENT ABOVE GROUND STRUCTURES (I.E. WALLS, TREES, TRANSFORMER PADS, ETC.) AND A MINIMUM HORIZONTAL SEPARATION EQUAL TO 4' FROM ANY UNDERGROUND UTILITIES (I.E. GAS MAINS, TELEPHONE LINES, CABLE LINES, IRRIGATION MAINS, ETC.)
6. IRCDUS MAY REQUIRE/ALLOW RELEASE VALVES ON EACH SIDE OF A UTILITY CROSSING.

INDIAN RIVER COUNTY DEPARTMENT OF UTILITY SERVICES	UTILITY CROSSINGS	DRAWING NO. M-4

ELEVATION

NOTES:

1. NEW MAIN SHALL BE RESTRAINED PER IRCDUS ENGINEERING. THRUST BLOCK ON EXISTING MAIN AT TAPPING SLEEVE LOCATION MAY BE REQUIRED.
2. ALL MATERIALS SHALL BE PER IRCDUS APPROVED MANUFACTURERS' PRODUCT LIST

INDIAN RIVER COUNTY DEPARTMENT OF UTILITY SERVICES	TAPPING SLEEVE & VALVE ASSEMBLY	DRAWING NO. M-5

ELEVATION

INDIAN RIVER COUNTY DEPARTMENT OF UTILITY SERVICES	VALVE & BOX DETAIL	DRAWING NO. M-6

NOTES:

1. VALVE BOXES SHALL BE CONSTRUCTED PER MANUFACTURERS' SPECIFICATION.
2. ALL VALVE BOXES SHALL BE SHAFTED/WITH TYPE AND CHANGE REST ON THE VALVE.
3. ALL VALVE BOLTS SHALL BE STAINLESS STEEL WITH BRASS NUTS.
4. VALVE MARKERS ARE TO BE INSTALLED ADJACENT TO ALL VALVES IN UNPAVED AREAS AS DIRECTED BY IRCDUS. (SEE DRAWING M-10, VALVE MARKERS).
5. ALL MARKS ARE TO BE LOCATED BY GPS.
6. TRACE WIRE IS REQUIRED. (SEE DRAWING M-1A, TRACE WIRE DETAILS).
7. VALVE BOX LID LOCATED IN PAVEMENT SHALL BE A MINIMUM SI LRG. WITH A MINIMUM 8" LONG THROAT.
8. VALVE BOX SHALL COMPLY WITH FDOT STANDARDS AS APPLICABLE.
9. VALVE EXTENSIONS OVER 36" REQUIRE IRCDUS ENGINEERING APPROVAL. VALVE NUT EXTENSION MAY BE REQUIRED FOR DEEP VALVES.
10. VALVE SPACING ON WATER MAINS SHALL NOT EXCEED 1,000', OR AS DIRECTED

INDIAN RIVER COUNTY DEPARTMENT OF UTILITY SERVICES	VALVE & BOX DETAIL NOTES	DRAWING NO. M-6 A

SEE DRAWING M-6, VALVE AND BOX DETAIL

NOTES:

1. VALVE BOX LIDS SHALL BE PAINTED: WATER - BLUE; FIRE HYDRANTS - RED; FORCE MAINS - GREEN; REUSE MAINS - PURPLE; SEWER - BROWN
2. IN UNPAVED AREAS (SEE DRAWING M-6, TYPE II) A BRASS VALVE INDICATOR IS TO BE PROVIDED WITH ENGRAVED DIAGRAM OF VALVE LOCATION AND DESCRIPTION. (SEE EXAMPLE ABOVE) INDICATOR SHALL BE FLUSH WITH VALVE PAD.
3. VALVE BOX LID LOCATED IN PAVEMENT SHALL BE A CAST IRON, STAY-PUT COVER, MINIMUM 36 LRB. WITH A MINIMUM 8" LONG THROAT AND SHALL BE MARKED WITH RAISED LETTERS: "WATER", "SEWER", "WRMS", OR "REUSE WATER" AS APPLICABLE.
4. VALVE BOX SHALL COMPLY WITH FDOT STANDARDS AS APPLICABLE
5. NO LIDS SHALL BE LOCATED IN VEHICULAR TRAFFIC.
6. IN TYPE I PAVED AREAS: THE VALVE BOX PAD TOP ELEVATION SHALL BE EVEN WITH THE BOX GRADE TO ALLOW BOTH LAYERS OF ASPHALT TO COVER THE VALVE BOX PAD WITH THE FINAL ASPHALT LAYER FLUSH WITH THE TOP OF THE VALVE BOX. (SEE DRAWING M-6, VALVE AND BOX DETAIL).

INDIAN RIVER COUNTY DEPARTMENT OF UTILITY SERVICES	VALVE BOX PAD	DRAWING NO. M-7

ELEVATION

WATER MAIN/WASTEWATER MAIN

NOTES:

1. AIR RELEASE VALVE IS TO BE LOCATED INSIDE A CONCRETE MANHOLE WITH HINGED LID. PER IRCDUS APPROVED MANUFACTURERS' PRODUCT LIST.
2. MIN. RISER FOR SEWER FORCE MAIN SHALL BE COATED. ALL COATING MATERIAL SHALL BE PER IRCDUS APPROVED MANUFACTURERS' PRODUCT LIST.
3. SEE DRAWING M-8, AIR RELEASE VALVE MANHOLE ABOVE GROUND.
4. SEE DRAWING M-14, TRACE WIRE DETAILS.
5. WASTEWATER LIDS SHALL BE VENTED.
6. SEAL SHALL BE USED AT ALL JOINTS. (SEE DRAWING 9-5, MANHOLE NOTES).
7. OPENINGS AT BOTH ENDS OF THE MANHOLE TO BE SEALED WITH MATERIALS PER IRCDUS APPROVED MANUFACTURERS' PRODUCT LIST.
8. COMPOSITE BOXES (TIER 22) MAY BE USED IN NON-TRAFFIC AREAS.

INDIAN RIVER COUNTY DEPARTMENT OF UTILITY SERVICES	AIR RELEASE VALVE MANHOLE BELOW GROUND	DRAWING NO. M-8

ELEVATION

WATER MAIN/WASTEWATER MAIN

NOTES:

1. AUTOMATIC AIR RELEASE VALVE TO BE LOCATED ONLY WHERE CONNECTIONS MAKE IT INACCESSIBLE OR AS REQUIRED BY THE IRCDUS.
2. AIR RELEASE VALVES TO BE PLACED IN VAULTS OF PLUMB POSITION AND PLACED AT ELEMENTS IN THE SYSTEM. FOR DIRECTIONAL SCHEME. AIR RELEASE VALVES ARE TO BE PLACED ON EITHER SIDE OF THE CROSSING.
3. SEE DRAWING M-14, TRACE WIRE DETAILS.
4. FOR AIR RELEASE VALVES LARGER THAN 3" CONSULT IRCDUS.

INDIAN RIVER COUNTY DEPARTMENT OF UTILITY SERVICES	AIR RELEASE VALVE MANHOLE ABOVE GROUND	DRAWING NO. M-9

NOTES:

1. MARKER TO BE PLACED PERPENDICULAR, AT A 90° ANGLE, TO ROADWAY AND DIRECTLY OVER PIPE, ADJACENT TO VALVE, AS DIRECTED BY IRCDUS.
2. MARKER TO BE USED AT ALL CANAL CROSSINGS AND AS DIRECTED BY IRCDUS.
3. MARKER TO BE PLACED ADJACENT TO WATER MAIN VALVES, FORCE MAIN VALVES, RE-USE MAIN VALVES, AND BRINE VALVES AS DIRECTED BY IRCDUS.
4. ALL MATERIALS TO BE PER IRCDUS APPROVED MANUFACTURERS' PRODUCT LIST.
5. MARKERS SHALL BE PAINTED: BLUE - WATER; RED - FIRE HYDRANTS; GREEN - FORCE MAINS; PURPLE - REUSE MAINS; BROWN - SEWER

INDIAN RIVER COUNTY DEPARTMENT OF UTILITY SERVICES	VALVE MARKER	DRAWING NO. M-10

NOTES:

1. STEEL CASING PIPE SHALL MEET A.S.T.M. A-139, GRADE B REQUIREMENTS WITH A MINIMUM YIELD STRENGTH OF 35,000 PSI.
2. EACH END OF STEEL CASING PIPE SHALL BE FIELD WELDED TO PROVIDE WATER TIGHT JOINTS.
3. INSULATORS OR SPACERS ARE TO BE PER IRCDUS APPROVED MANUFACTURERS' PRODUCT LIST.

INDIAN RIVER COUNTY DEPARTMENT OF UTILITY SERVICES	JACK & BORE DETAIL CASING INSULATOR / SPACER	DRAWING NO. M-11

CARRIER PIPE SIZE	STEEL CASING	MINIMUM WALL THICKNESS
4"	12"	0.188
6"	14"	0.250
8"	16"	0.250
10"	20"	0.250
12"	24"	0.250
16"	30"	0.312
20"	40"	0.375
24"	48"	0.375
30"	60"	0.625
36"	72"	0.625
42"	84"	0.625
48"	84"	0.625

NOTES:

1. IF RETAINER GLANDS ARE REQUIRED, THE CASING SIZE SHALL BE ADJUSTED ACCORDINGLY.
2. INSTALL CARRIER BY JACK BORING THROUGH THE CASING. WHILE SIMULTANEOUSLY JACKING THE CASING.
3. MAINTAIN THE JACKING AND RECEIVING PITS IN A DRY CONDITION BY USE OF PUMPS OR OTHER METHODS APPROVED BY IRCDUS
4. IF NECESSARY, REMOVE EXISTING LINE BORING FOR THE JACKING AND BEGINNING IN ACCORDANCE WITH OSHA REGULATIONS.

INDIAN RIVER COUNTY DEPARTMENT OF UTILITY SERVICES	CASING INSTALLATION DETAILS	DRAWING NO. M-12

ELEVATION

NOTES:

1. LOCATION OF CASING VENTS TO BE DETERMINED BY THE IRCDUS ENGINEER IN THE FIELD. CONTRACTOR TO PROVIDE FITTINGS AS REQUIRED.
2. NEOPRENE END SEAL TO BE PER IRCDUS APPROVED MANUFACTURERS' PRODUCT LIST.

INDIAN RIVER COUNTY DEPARTMENT OF UTILITY SERVICES	JACK & BORE CASING VENT & END SEAL DETAILS	DRAWING NO. M-13

NOTES:

1. TRACE WIRE IS REQUIRED ON ALL PIPE REGARDLESS OF MATERIAL.
2. INCLUDE ALL COST OF MATERIAL AND LABOR TO INSTALL TRACE WIRE IN PRICE OF PIPE.
3. CONTRACTOR IS RESPONSIBLE FOR CONTINUITY THROUGHOUT ENTIRE PROJECT OF ALL TRACE WIRE.
4. ALL CONNECTIONS SHALL BE MADE WITH DIRECT SURY CONNECTORS
5. ALL MATERIALS ARE TO BE PER IRCDUS APPROVED MANUFACTURERS' PRODUCT LIST
6. COLOR OF TRACE WIRE SHALL BE: BLUE FOR WATER, GREEN FOR SEWER, AND PURPLE FOR RECLAIMED WATER.

INDIAN RIVER COUNTY DEPARTMENT OF UTILITY SERVICES	TRACE WIRE DETAILS	DRAWING NO. M-14

INDIAN RIVER COUNTY DEPARTMENT OF UTILITY SERVICES	AS-BUILT RECORD DRAWING (EXAMPLE)	DRAWING NO. M-15

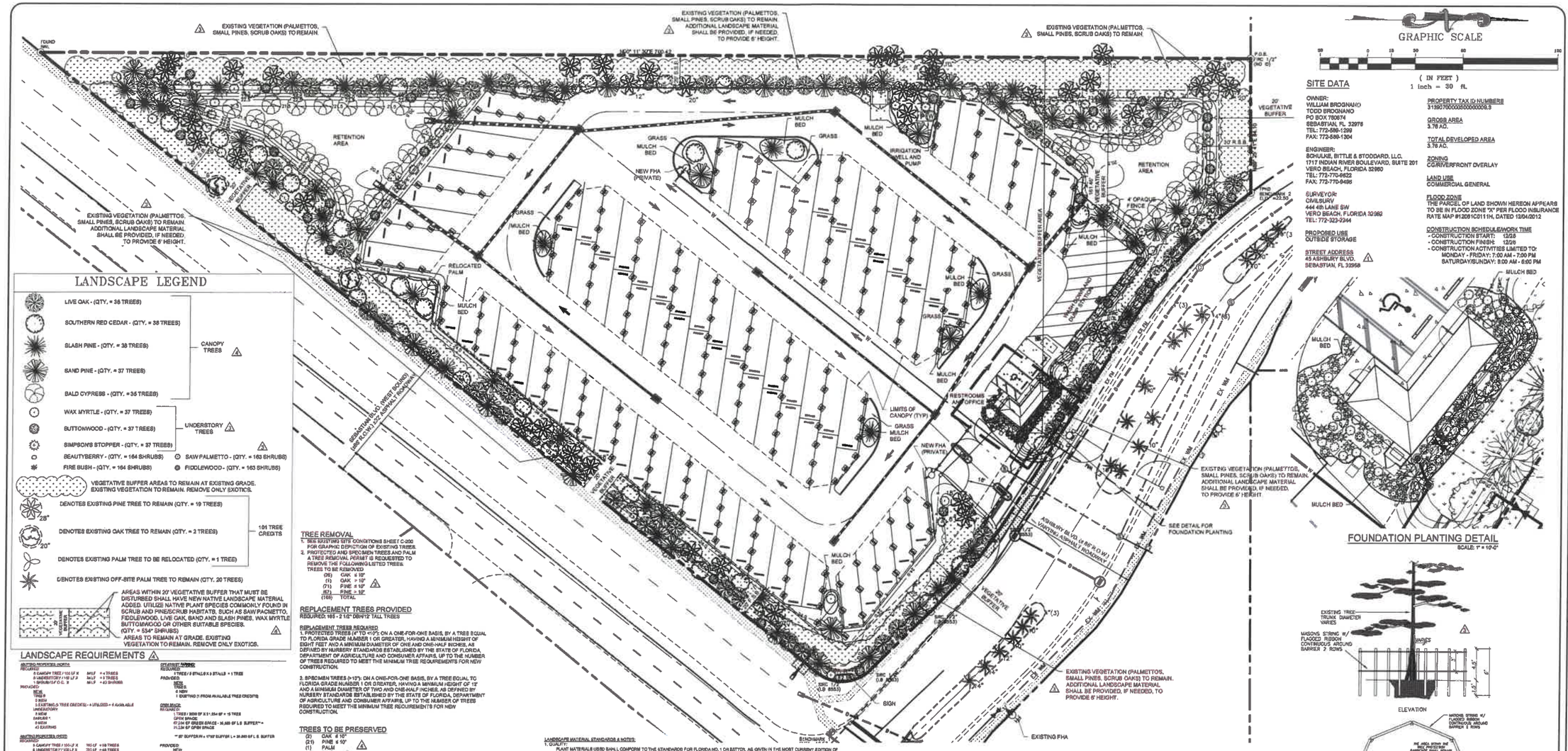
NOTES:

1. ALL AS-BUILT RECORD DRAWINGS SHALL BE PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE" SET FORTH IN CHAPTER 5J-17, FLORIDA ADMINISTRATION CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
2. ALL AS-BUILT RECORD DRAWINGS SHALL BE CERTIFIED BY THE ENGINEER OR SURVEYOR.
3. ALL AS-BUILT RECORD DRAWINGS SHALL CLEARLY DEPICT UTILITY LINES THAT WERE CONSTRUCTED ALONG THEIR RESPECTIVE EASEMENT (IF REQUIRED). AS-BUILT RECORD DRAWINGS WILL NOT BE ACCEPTED UNLESS THE VERBIAGE "PROPOSED" AND/OR "TO BE CONSTRUCTED" HAVE BEEN DELETED ON THE DRAWING. AN AS-BUILT RECORD DRAWINGS WITH "PROPOSED" OR "TO BE CONSTRUCTED" TERMINOLOGY WILL NOT BE ACCEPTED.
4. ALL AS-BUILT RECORD DRAWINGS SHALL BE IN FLORIDA STATE PLANE COORDINATES. STATE PLANE COORDINATES SHALL BE BASED ON THE FLORIDA STATE PLANE HORIZONTAL DATA (EAST ZONE); OR FLORIDA HIGH PRECISION GEODETIC NETWORK (SUPERSTATION) AND NAD 83/1990 - FINAL ADJUSTMENT, OR THE MOST CURRENT DATUM ADOPTED BY INDIAN RIVER COUNTY.
5. ALL ELEVATIONS SHOWN SHALL BE BASED ON 1988 NAVD (NORTH AMERICAN VERTICAL DATUM).
6. ALL AS-BUILT RECORD DRAWINGS SHALL BE TIED TO A MINIMUM OF ONE (1) PERMANENT REFERENCE MONUMENT (P.R.M.) AT THE END OF EACH PROJECT. ONE P.R.M. SHALL BE TIED TO A MINIMUM OF ONE (1) SECTION CORNER OR ONE-QUARTER (1/4) SECTION CORNER WHICHEVER IS CLOSEST TO THE PROJECT. STATE PLANE COORDINATES SHALL BE PHYSICALLY SHOWN ON THE DRAWING NEXT TO THE P.R.M. USED.
7. HORIZONTAL CONTROL MONUMENTATION FOR UTILITY LINES SHALL BE A MINIMUM OF TWO (2) POINTS AT A MAXIMUM OF 1,400' BETWEEN POINTS AND SHOWN ON ALL PLANS.
8. VERTICAL CONTROL (WHEN REQUIRED) FOR LINEAR UTILITY LINES, SUCH AS WATER AND SEWER, SHALL HAVE A MAXIMUM OF 1,100' BETWEEN EXISTING CONSTRUCTION OR ESTABLISHED BENCHMARKS.
9. FLORIDA STATE PLANE HORIZONTAL DATA (I.E.: NORTHING AND EASTING) AND ELEVATION AND OFF-SET SHALL BE TIED TO VALVES, METERS, FITTINGS, MANHOLES, BLOW-OFFS, WATER SERVICES, FIRE HYDRANTS, SERVICE SADDLES, CORP STOPS, AND PIPE (PIPE AT 200' INTERVALS).
10. ALL NEW UTILITY CONSTRUCTION LINES ON ALL AS-BUILT RECORD DRAWINGS SHALL BE SHOWN WITH A WIDER, SOLID LINE. EXISTING UTILITY LINES SHALL BE SHOWN WITH A THINNER, DASHED LINE.
11. ALL NEWLY CONSTRUCTED VALVES SHALL BE CLEARLY IDENTIFIED BY SIZE, TYPE, TOP ELEVATION AND DIRECTION/NUMBER OF TURNS TO OPEN.

INDIAN RIVER COUNTY DEPARTMENT OF UTILITY SERVICES	AS-BUILT RECORD DRAWING GENERAL NOTES	DRAWING NO. M-16

NOTES:

12. ALL NEW UTILITY CONSTRUCTION LOCATED WITHIN THE RIGHTS-OF-WAY, EASEMENTS AND ALIKE SHALL BE TIED TO THE RESPECTIVE RIGHTS-OF-WAY, EASEMENTS, ETC. EVERY 1,000' AND CHANGE OF DIRECTION.
13. CONSTRUCTION BASELINE SHALL BE LOCATED ON THE CENTERLINE OF THE ROADWAY, UNLESS CONDITIONS WARRANT AND ARE APPROVED BY IRCDUS. BASELINE STATIONING SHALL BE EVERY 100', CONTROL POINTS SET AT EVERY 500' AND ANGLE CHANGE OF DIRECTION
14. TOP OF PIPE ELEVATIONS AND STATIONING TO BE TYPED, LISTED, SEALED, AND SUBMITTED BY THE ENGINEER FOR LOCATING THE AIR RELEASE VALVES AS CONSTRUCTION PROCEEDS
15. UTILITY CONFLICTS SHALL BE CALLED OUT WITH TOP AND BOTTOM ELEVATION OF THE UTILITY, TOP AND BOTTOM ELEVATION OF THE CONFLICTING PIPE, AND VERTICAL SEPARATION (INCHES).
16. SHOW PUMP STATION POWER SUPPLY FROM FPSL POWER POLE OR TRANSFORMER TO THE PUMP STATION ELECTRIC PANEL.
17. ALL AS-BUILT RECORD DRAWINGS SHALL BE COMPLETE AND APPROVED BEFORE COMMENCEMENT OF UTILITIES FIELD TESTING.
18. PRIOR TO SUBMITTING THE ELECTRONIC COPY, ONE (1) DRAFT HARD COPY OF EACH AS-BUILT SHALL BE SUBMITTED TO UTILITIES FOR REVIEW AND APPROVAL.
19. FOLLOWING STAFF APPROVAL OF THE DRAFT, THE AS-BUILTS SHALL BE SUBMITTED TO UTILITIES ON A CD IN PORTABLE DOCUMENT FORMAT (.pdf) WITH ENGINEER'S OR SURVEYOR'S ELECTRONIC SEAL, AND IN AUTOCAD (.dwg) FORMAT. THE CD SHALL BE ACCOMPANIED BY ONE (1) 24"x36" SIGNED AND SEALED HARD COPY.
20. ALL RECORD DRAWINGS SHALL STATE IN 4.0" LETTERING


EXISTING VEGETATION (PALMETTOS, SMALL PINES, SCRUB OAKS) TO REMAIN.
EXISTING VEGETATION (PALMETTOS, SMALL PINES, SCRUB OAKS) TO REMAIN. ADDITIONAL LANDSCAPE MATERIAL SHALL BE PROVIDED, IF NEEDED, TO PROVIDE 6' HEIGHT.
EXISTING VEGETATION (PALMETTOS, SMALL PINES, SCRUB OAKS) TO REMAIN. ADDITIONAL LANDSCAPE MATERIAL SHALL BE PROVIDED, IF NEEDED, TO PROVIDE 6' HEIGHT.
RETENTION AREA
GRASS
MULCH BED
NEW FHA (PRIVATE)
IRRIGATION WELL AND PUMP
RELOCATED PALM
4' OPAQUE FENCE
RESTROOMS AND OFFICE
LIMITS OF CANOPY (TYP.)
SEBASTIAN BLVD. (WEST BOUND) (66' R.O.W.) 22' ASPHALT PAVEMENT
ASHBURY BLVD. (66' R.O.W.) VARYING ASPHALT PAVEMENT WIDTH
EXISTING VEGETATION (PALMETTOS, SMALL PINES, SCRUB OAKS) TO REMAIN. ADDITIONAL LANDSCAPE MATERIAL SHALL BE PROVIDED, IF NEEDED, TO PROVIDE 6' HEIGHT.
SEE DETAIL FOR FOUNDATION PLANTING
EXISTING VEGETATION (PALMETTOS, SMALL PINES, SCRUB OAKS) TO REMAIN. ADDITIONAL LANDSCAPE MATERIAL SHALL BE PROVIDED, IF NEEDED, TO PROVIDE 6' HEIGHT.
SIGN
EXISTING FHA
BENCHMARK 1
BENCHMARK 2
20' VEGETATIVE BUFFER
30' R.S.B.
15' LAKE MAINTENANCE BERM
EX. WM
EX. SAN. MH
EX. STM. MH
EX. CB
EX. INLET
EX. FH
EX. SAN. MH
EX. WV
EX. SAN. MH
EX. WM

DRAFTING SERVICES
NEW CONSTRUCTION • ADDITIONS • RENOVATIONS
AUTO CAD COMPUTER DRAWINGS
RBNCAD @ AOL.COM
RICHARD BROGNANO (772) 473-1358

DOWN TO EARTH IRRIGATION
9220 81ST ST. VERO BEACH, FL. 32967

CLIENT NAME: AMERON BOAT & RV STORAGE
SEBASTIAN BLVD. SEBASTIAN, FL. 32958

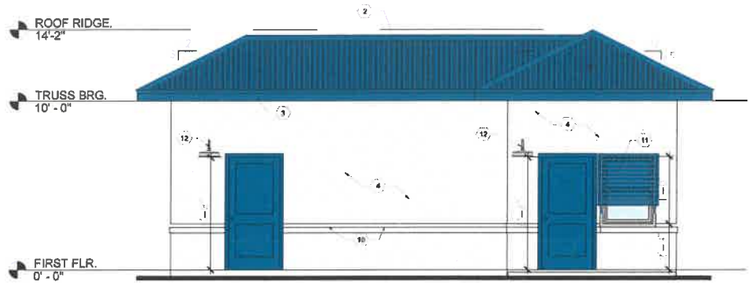
DRAWN BY:
RICHARD BROGNANO
6.2024

REVISIONS
7.10.24 NEW FORMAT

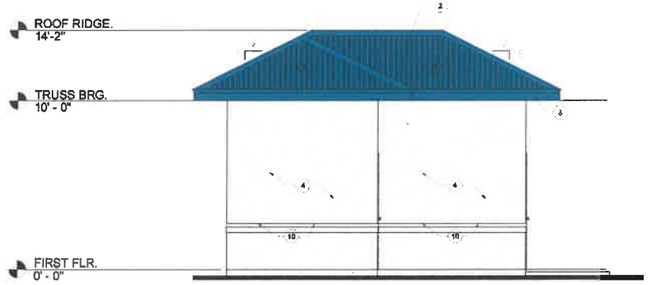
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DRAWING NAME:
IRRIGATION PLAN

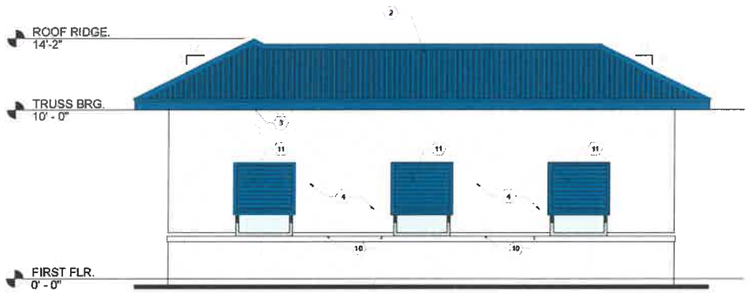
SHEET #
I-1



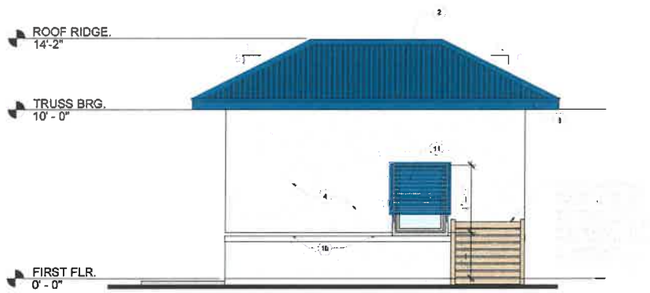
1 FRONT ELEVATION
SCALE: 1/4 =1'-0"



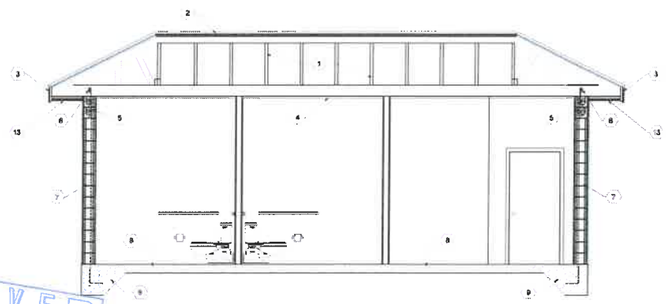
2 LEFT ELEVATION
SCALE: 1/4" =1'-0"



4 REAR ELEVATION
SCALE: 1/4" =1'-0"



3 RIGHT ELEVATION
SCALE: 1/4" =1'-0"



5 WALL SECTION
SCALE: 1/4" =1'-0"

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NOTE:

E-E T EE E T E I EE T T F I E
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-L I E E F- I- E -F- !-

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E-FI HE -LI -H- H TTE
E -TYE T LIGHT - F - I T E -L

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ARCHITECT, LLC.

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FLORIDA CERTIFICATE #AR 0017819

406 S. NEPTUNE DRIVE,
SATELLITE BEACH, FLORIDA 32937
PHONE (321) 389-0787

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LET
AMERON HOMES, INC.
PO BOX 780874
SEBASTIAN, FL 32958

LET E
AMERON BOAT AND RV STORAGE - OFFICE BUILDING
45 Ashbury Blvd. FLORIDA 32958
SEBASTIAN

HEET TITLE
ELEVATIONS & WALL SECTION

EL

Kenneth R. Lebron
AR 0017819

EVI

HEET
A200

PROJECT DATA SUMMARY

AMERON BOAT AND RV STORAGE – OFFICE BUILDING
SEBASTIAN BAY, FL. 32958

ADOPTED ENFORCED CODES:

BUILDING CODE	2023 EDITION
PLUMBING CODE	2023 EDITION
MECHANICAL CODE	2023 EDITION
NATIONAL ELECTRIC CODE (NEC)	2020 NEC
ACCESSIBILITY CODE	2023 EDITION
FIRE PREVENTION CODE	2023 EDITION

OCCUPANCY CLASSIFICATION: GROUP "B" – BUSINESS

TYPE V–B CONSTRUCTION–NOT FIRE SPRINKLED

ALLOWABLE HEIGHT/AREA:
BUSINESS "B" TYPE V–B 9,000 SF 40' H. 2 STORIES

ACTUAL HEIGHT/AREA:
BUSINESS "B" TYPE V–B 353 SF 10' H. 1 STORY

FIRE RATING REQUIREMENTS:

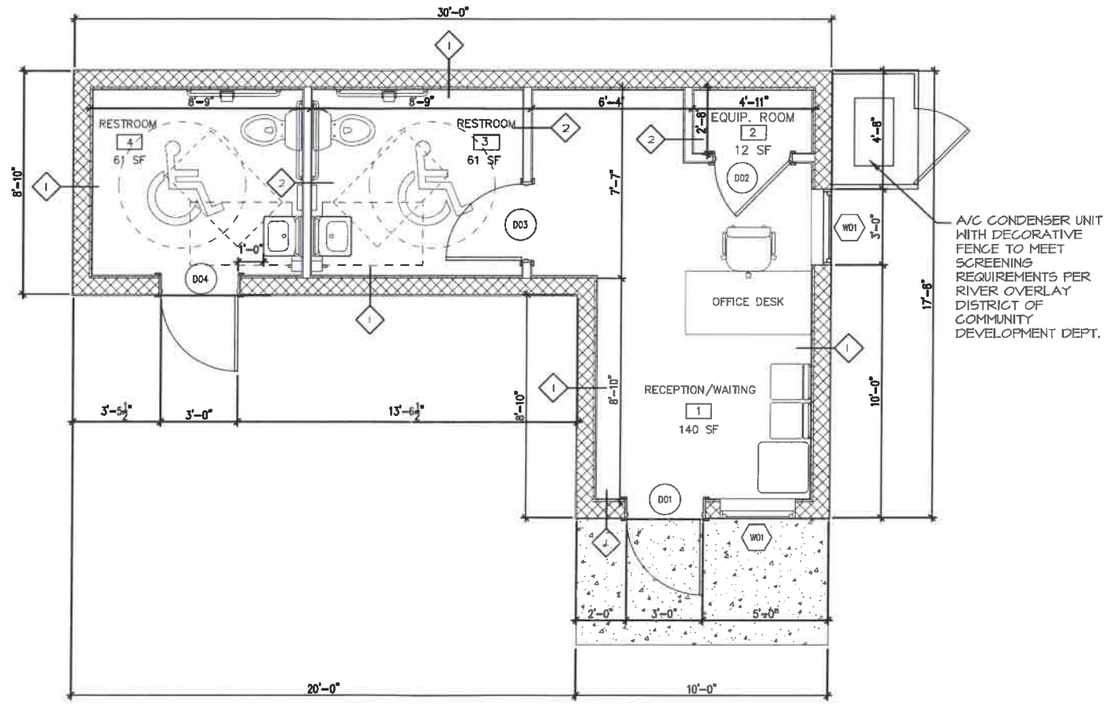
STRUCTURAL FRAME:	0 hrs.
BEARING WALLS:	EXT. 0 hrs. INT. 0 hrs.
NONBEARING WALLS EXTERIOR: (distance to assumed property line)	GREATER THAN 30'–0 hrs
NONBEARING PARTITIONS:	0 hrs.
FLOOR CONSTRUCTION:	*0 hrs.*
ROOF CONSTRUCTION:	0 hrs. – SEE BELOW
CHASES AND SHAFTS:	N.A.
TENANT SEPARATION:	N.A.
EXIT STAIRS:	N.A.

REQUIRED FIRE PROTECTION
ROOF/CEILING CONST. : COMBUSTIBLE
COLUMNS : COMBUSTIBLE
EXT. BEARING WALL : COMBUSTIBLE
TENANT SEPARATION WALL : N.A.

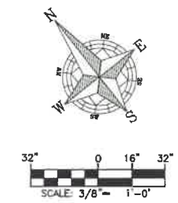
WALL LEGEND:

1 — 8" REINFORCED CONCRETE MASONRY BLOCK WALL WITH EXTERIOR CEMENTITOUS SMOOTH FINISH AND 1 LAYER 5/8" CEMENT BD. ON INTERIOR

2 — 3 5/8" x 25 GA GALV. MTL. STUDS @ 16" O.C., WITH 1 LAYER OF 5/8" CEMENT BD. ON EACH SIDE, FLUSH WITH 5/8" CEMENT BD. CEILING, WITH FULL SOUND BATT INSULATION. FINISH TO RECEIVE TILE OR PAINTED ON BOTH SIDES



1 FLOOR PLAN
SCALE: 3/8" =1'-0"



CAG ARCHITECT, LLC.
CAG ARCHITECTS, LLC.
FLORIDA CERTIFICATE #AR 0017819
406 S. NEPTUNE DRIVE,
SATELLITE BEACH, FLORIDA 32937
PHONE (321) 389-8787

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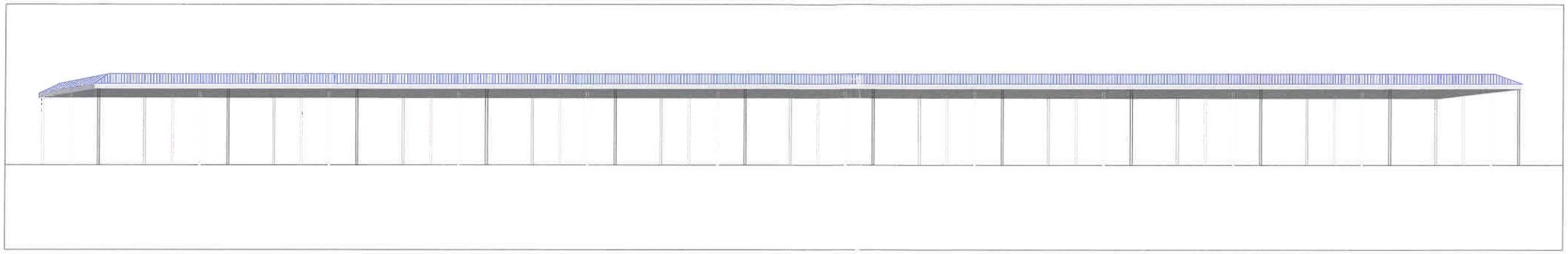
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45 Ashbury Blvd. FLORIDA 32958
SEBASTIAN

SHEET TITLE: FLOOR PLAN

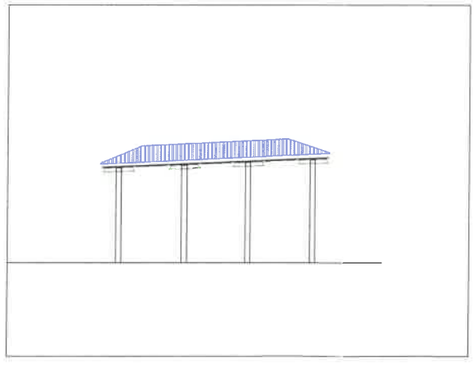
SEAL:
STATE OF FLORIDA · KENNETH R. LEBRON · AR0017819 · REGISTERED ARCHITECT
Kenneth R. Lebron
AR 0017819
THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY KENNETH R. LEBRON ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

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PROJECT NO.	CAG_24–007
DATE:	06/06/2025
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CHECKED:	KRL
SCALE:	AS SHOWN
SHEET No:	A101

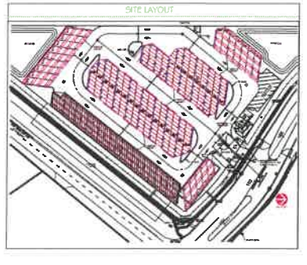


CANOPY 'A' EAST ELEVATION



CANOPY 'A' SOUTH ELEVATION

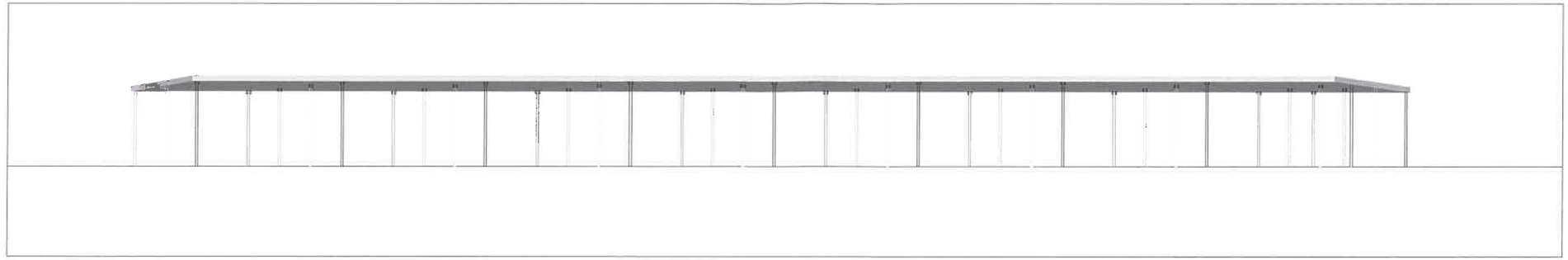
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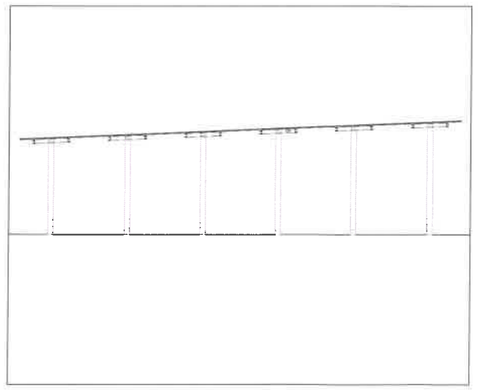
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CARLSBAD, CA 92009
(619) 925-5483
EAST COAST OFFICE:
1041 CROWN PARK CIRCLE
WINTER GARDEN, FL 34787
(866) 984-0220

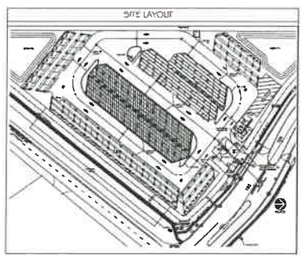
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CANOPY 'B' EAST ELEVATION



CANOPY 'B' SOUTH ELEVATION



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Certificate of Authorization: Mills Steel LP EB0003107, Palma Shelters LLC EB0003108, Rebel Enterprises LLC EB0003109

PROJECT:

ENGINEER/STAMP:

SHEET TITLE:

CNPY. B

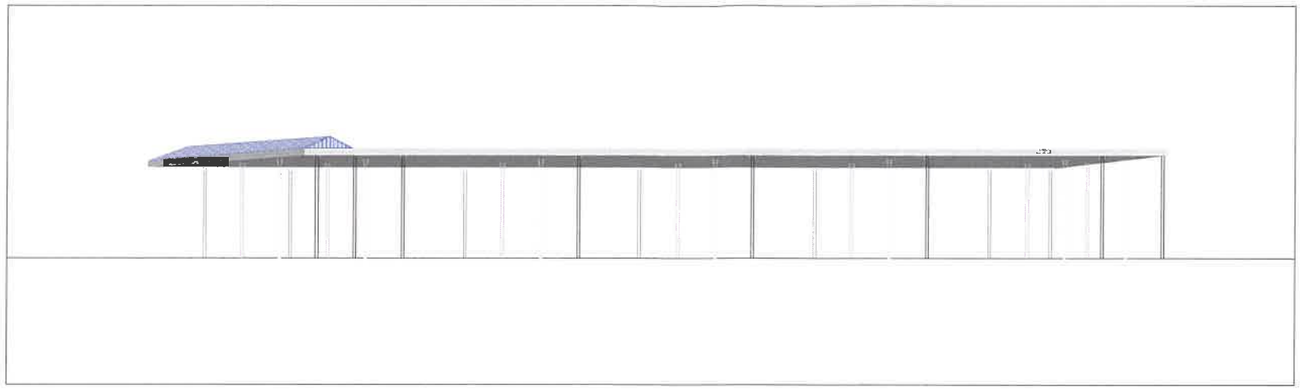
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PLAN & SECTION

DATE:	09-19-25
DESIGNER:	SW
CHECKER:	MAKORABCO
JOB NO.:	4938

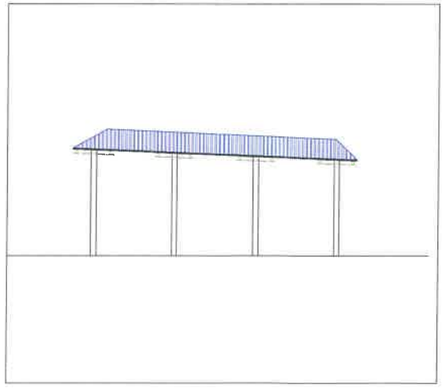
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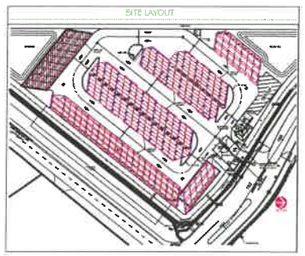
REV.:



CANOPY 'C' NORTH ELEVATION



CANOPY 'C' EAST ELEVATION



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Contractor Licensed: Alder Solutions LLC CBC1310143, Alder Enterprises LLC CCC1326618
Certified Alder Steel LP, A Subsidiary of MAKORABCO, CA - Florida & Certified Alder Enterprises LLC

PROJECT:

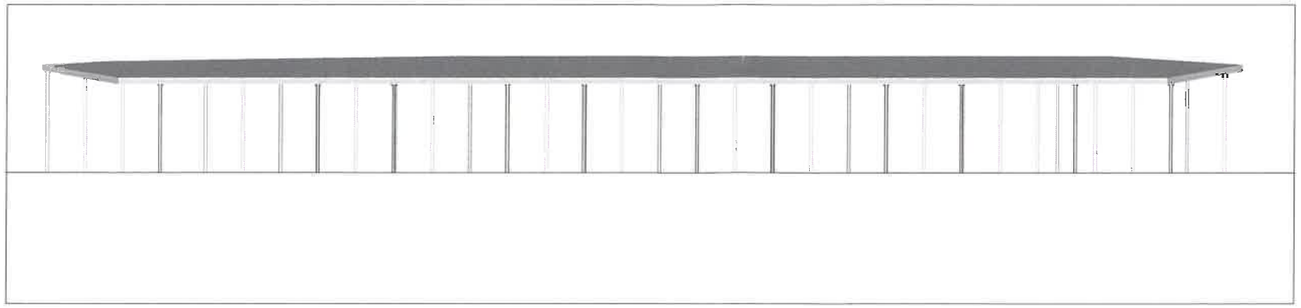
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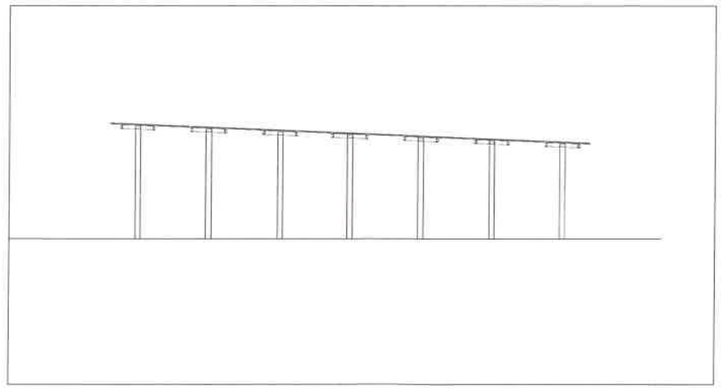
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ENLARGED PARTITION PLAN & SECTION

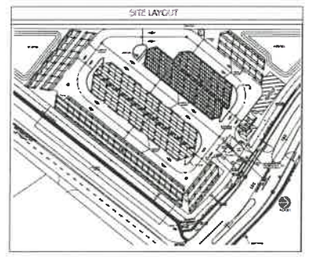
DATE:	09-19-25
DESIGNER:	SW
CHECKER:	MAKORABCO
JOB NO.:	4938
SHEET:	S3.5
REV.:	



CANOPY 'D' EAST ELEVATION



CANOPY 'D' SOUTH ELEVATION



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Jason Shay LA, Barbara Sanchez LEC, Myron Hardenbrook LEC (Ex-Officio)
Daniella Zylowski, Rylie Stallone LLC (CBC 1311102), Barbara Gonzalez LLC (CBC 1311102), Elizabeth Martinez LLC (CBC 1311102), Ryan Makoran LLC (CBC 1311102), Ali Karimi LLC (CBC 1311102)

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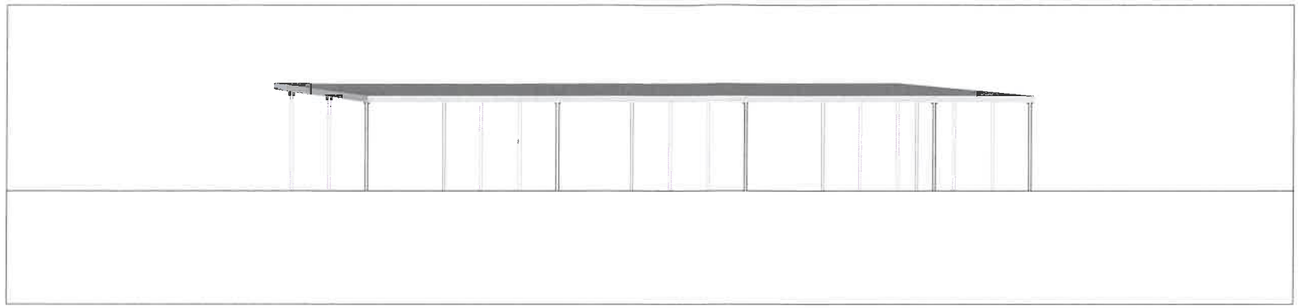
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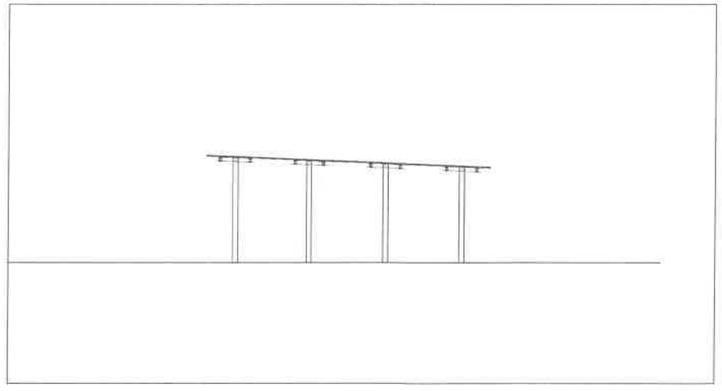
CNPY. D

ENLARGED PARTITION
PLAN & SECTION

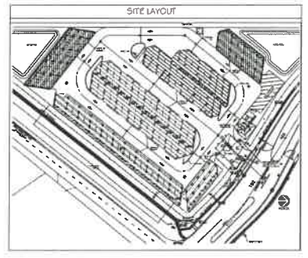
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CANOPY 'E' EAST ELEVATION



CANOPY 'E' SOUTH ELEVATION



△	ISSUE / REVISION:	BY:	DATE:

MAKORABCO

CORPORATE HEADQUARTERS:
6580 EL CAMINO REAL SUITE 100
CARLSBAD, CA 92009
(833) 625-6463

EAST COAST OFFICE:
1041 CROWN PARK CIRCLE
WINTER GARDEN, FL 34787
(407) 955-0229

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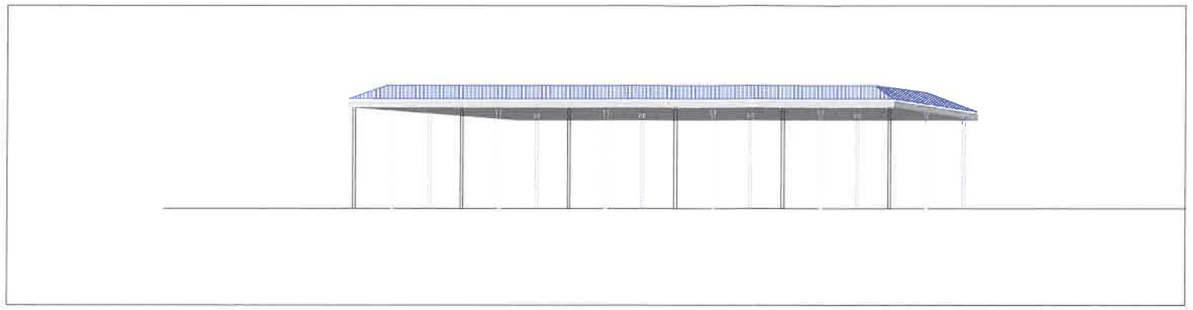
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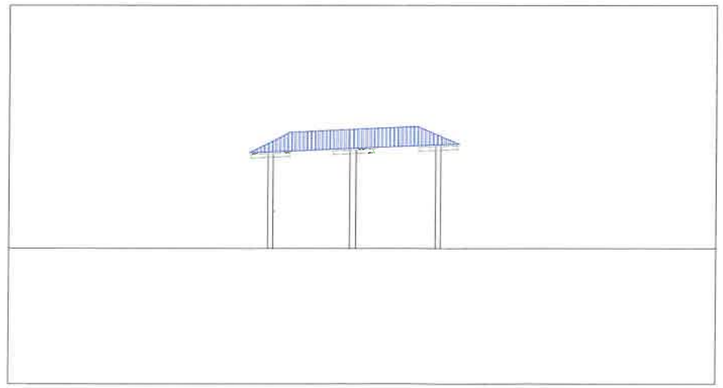
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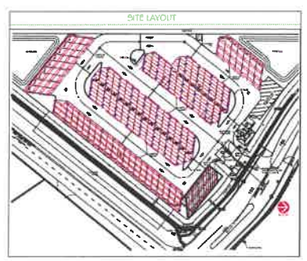
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CANOPY 'F' NORTH ELEVATION



CANOPY 'F' EAST ELEVATION



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MAKORABCO

CORPORATE HEADQUARTERS:
5600 EL CAMINO REAL, SUITE 100
CARLSBAD, CA 92002
(833) 625-6463

EAST COAST OFFICE:
1041 CROWN PARK CIRCLE
WINTER GARDEN, FL 34787
(689) 888-0230

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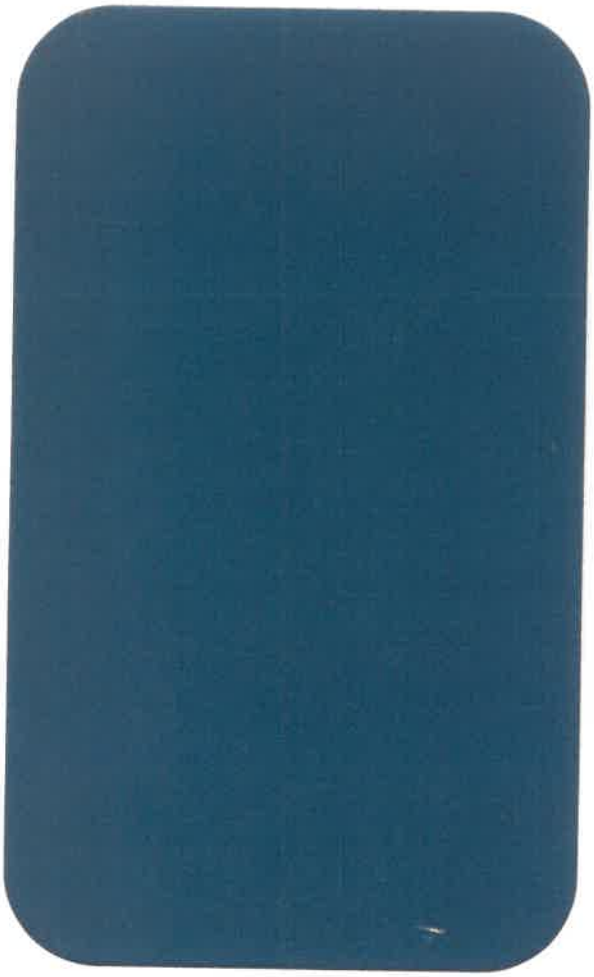
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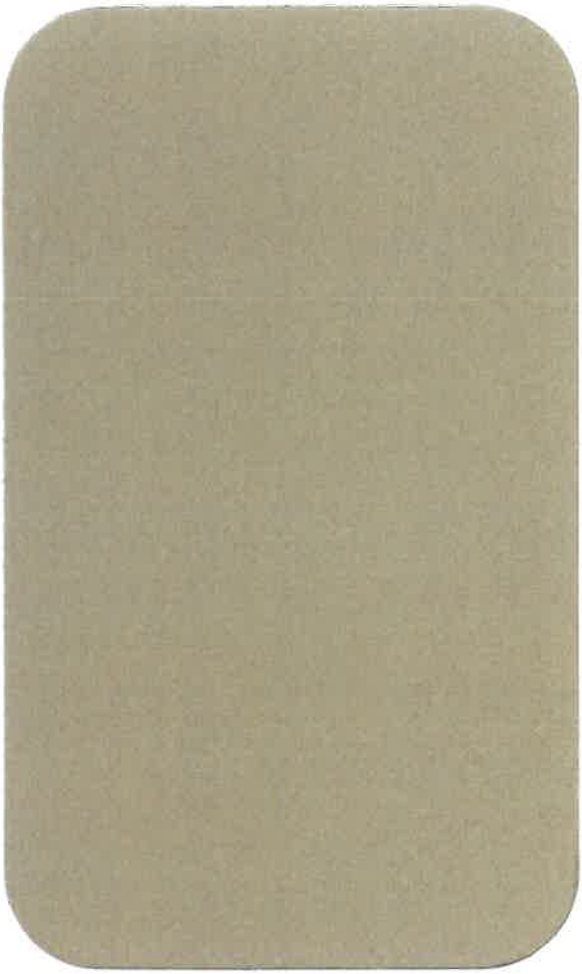
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ENLARGED PARTITION PLAN & SECTION

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FRONT



BACK



SIDE



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BY:

SESCO LIGHTING

LIGHTING FIXTURE SCHEDULE

TYPE	MANUFACTURER	CATALOG NUMBER	DESCRIPTION	LAMPS			DIMMING	VOLTS	MOUNTING	REMARKS
				NO.	LED	WATTS				
1	BEGHELLI USA	BS100LED2H-TLCW740120-277V	2' LED VAPORPROOF	NO.	LED	30	0-10	UNV	SURFACE	1,2
SA	GARDCO	ECF-S-32L-703-NW-G2-WS-3-HS-CM50-IMRD-PCB-UNV	LED SITE LUMINAIRE WITH SURFACE CONDUIT ENTRY	NO.	LED	72.9	AUTO	UNV	WALL	1,2
SB	GARDCO / UTILITIES STRUCTURES	ECF-S-32L-530-NW-G2-AR-4-HS-CM50-IMRD-PCB-UNV-PTP2 / 20' MH CONCRETE POLE	POLE MOUNTED LED SITE LUMINAIRE	NO.	LED	55.7	AUTO	UNV	POLE	1,2
SC	GARDCO	ECF-S-32L-636-NW-G2-WS-4-HS-CM50-IMRD-PCB-UNV	LED SITE LUMINAIRE WITH SURFACE CONDUIT ENTRY	NO.	LED	55.7	AUTO	UNV	WALL	1,2
SD	GARDCO / UTILITIES STRUCTURES	ECF-S-32L-530-NW-G2-WS-2-HS-CM50-IMRD-PCB-UNV-PTP2 / 20' MH CONCRETE POLE	POLE MOUNTED LED SITE LUMINAIRE	NO.	LED	55.7	AUTO	UNV	POLE	1,2

LIGHTING SCHEDULE NOTES:

1. PROVIDE SUBMITTALS FOR ARCHITECT / ENGINEER REVIEW **PRIOR TO ORDERING**
2. NO SUBSTITUTIONS

SCHEDULE OF EXISTING BRANCH CIRCUIT PANEL "P"

MAIN: 200 AMP MAIN LUGS ONLY — VOLTAGE: 120/240V, 1ϕ, 3 WIRE
SPEC: EXISTING
MOUNTING: EXISTING — A/C SYMM: 22,000

DESCRIPTION	WIRE	GND.	COND.	TRIP	CKT	A PHASE KVA	C PHASE KVA	CKT	TRIP	COND.	GND.	WIRE	DESCRIPTION
EXISTING RECEPT.	—	—	—	20	1	0.9	0.3	2	20	—	—	—	EXISTING LIGHTING
EXISTING RECEPT.	—	—	—	20	3	——	1.0	4	20	—	—	—	EXISTING LIGHTING
EXISTING EXH	—	—	—	20	5	1.2	0.3	6	20	—	—	—	EXISTING LIGHTING
				2	7	——	1.2	8	30	—	—	—	EXISTING AC
EXISTING RECEPT.	—	—	—	20	9	0.2	1.8	10	2				
NEW SITE LIGHTING	#12	#12	1/2"	20	11	——	1.2	12	20	1/2"	#12	#12	NEW SITE RECEPT.
NEW SITE LIGHTING	#12	#12	1/2"	20	13	1.2	1.0	14	20	1/2"	#12	#12	NEW SITE RECEPT.
NEW SITE RECEPT.	#12	#12	1/2"	20	15	——	1.0	16	20	1/2"	#12	#12	NEW SITE RECEPT.
NEW SITE RECEPT.	#12	#12	1/2"	20	17	1.0	1.2	18	30	3/4"	1#10	2#10	IRRIGATION PUMP
NEW SITE RECEPT.	#12	#12	1/2"	20	19	——	1.0	20	2				
NEW SITE RECEPT.	#12	#12	1/2"	20	21	1.0	——	22	30	—	—	—	EXISTING TVSS
MONUMENT SIGN	#12	#12	1/2"	20	23	——	1.0	24	2				
GATE	#12	#12	1/2"	20	25	1.0	—	26	20	—	—	—	SPARE
SPARE	—	—	—	20	27	——	1.0	28	20	—	—	—	SPARE
SPARE	—	—	—	20	29	—	—	30	20	—	—	—	SPARE
SPARE	—	—	—	20	31	—	—	32	20	—	—	—	SPARE
SPARE	—	—	—	20	33	——	—	34	20	—	—	—	SPARE
SPARE	—	—	—	20	35	——	—	36	20	—	—	—	SPARE
SPARE	—	—	—	20	37	——	—	38	20	—	—	—	SPARE
SPARE	—	—	—	20	39	——	—	40	20	—	—	—	SPARE
SPARE	—	—	—	20	41	—	—	42	20	—	—	—	SPARE
						10.7	12.4						KVA PER PHASE
						89.1	103.3						AMPS PER PHASE
						23.1							TOTAL KVA

ELECTRICAL SPECIFICATIONS

PART 1 – GENERAL

A. THE CONTRACTOR SHALL SUPPLY AND INSTALL ALL NEW ELECTRICAL WORK INDICATED. CONSTRUCTION SHALL BE IN ACCORDANCE WITH DRAWINGS AND APPLICABLE SPECIFICATIONS. IF A PROBLEM IS ENCOUNTERED IN COMPLYING WITH THIS REQUIREMENT, CONTRACTOR SHALL NOTIFY THE ARCHITECT/ENGINEER AS SOON AS POSSIBLE AFTER DISCOVERY OF THE PROBLEM AND SHALL NOT PROCEED WITH THAT PORTION OF THE WORK UNTIL ARCHITECT/ENGINEER HAS DIRECTED CORRECTIVE ACTION TO BE TAKEN.

B. THE CONTRACTOR SHALL VISIT THE JOB SITE PRIOR TO BID AND FAMILIARIZE HIMSELF WITH ALL CONDITIONS AFFECTING ELECTRICAL AND COMMUNICATIONS INSTALLATION AND MAKE PROVISIONS AS TO THE COST THEREOF.

C. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL ELECTRIC CODE (AS ADOPTED BY THE AUTHORITY HAVING JURISDICTION) AND ALL CODES AND ORDINANCES OF THE AUTHORITY HAVING JURISDICTION. THE SPECIFICATION, CODES AND STANDARDS LISTED BELOW ARE UTILIZED IN THIS PROJECT.
   1. NATIONAL ELECTRICAL CODE (NFPA–70, 2023 EDITION)
   2. CODE FOR SAFETY TO LIFE (NFPA_101, 2021 EDITION)
   3. STANDARD FOR THE INSTALLATION, MAINTENANCE AND USE OF LOCAL PROTECTIVE SIGNALING SYSTEMS (NFPA–72, 2019 EDITION)
   4. UNDERWRITERS' LABORATORIES (UL)
   5. NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)
   6. AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)
   7. FEDERAL SPECIFICATION (FED. SPEC.)
   8. INSULATED POWER CABLE ENGINEERS ASSOCIATION (IPCEA)
   9. FLORIDA BUILDING CODE. FBC 2023 EDITION
   10. INSTITUTE OF ELECTRICAL AND ELECTRONIC ENGINEERS (IEEE)
   11. CITY OF BOYNTON BEACH BUILDING CODE. (AMENDMENTS TO FLORIDA BUILDING CODE FBC 2023)
   12. ADDITIONALLY, DESIGNS, WORK PRACTICES AND CONDITIONS MUST CONFORM WITH THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (OSHA)

D. DO NOT SCALE THE ELECTRICAL DRAWINGS. REFER TO ARCHITECTURAL PLANS AND ELEVATIONS FOR EXACT LOCATION OF ALL EQUIPMENT. CONFIRM WITH OWNER'S REPRESENTATIVE.

E. IT IS NOT THE INTENT OF THESE PLANS TO SHOW EVERY MINOR DETAIL OF CONSTRUCTION. THE CONTRACTOR IS EXPECTED TO FURNISH AND INSTALL ALL ITEMS FOR A COMPLETE ELECTRICAL SYSTEM AND PROVIDE ALL REQUIREMENTS NECESSARY FOR EQUIPMENT TO BE PLACED IN PROPER WORKING ORDER.

F. CONTRACTOR SHALL GUARANTEE ALL MATERIALS AND WORKMANSHIP FREE FROM DEFECTS FROM A PERIOD OF NOT LESS THAN ONE YEAR FROM DATE OF ACCEPTANCE.

G. CORRECTION OF ANY DEFECTS SHALL BE COMPLETED WITHOUT ADDITIONAL CHARGE AND SHALL INCLUDE REPLACEMENT OR REPAIR OF ANY OTHER PHASE OF THE INSTALLATION WHICH MAY HAVE BEEN DAMAGED THERE BY.

H. ALL REQUIRED INSURANCE SHALL BE PROVIDED FOR PROTECTION AGAINST PUBLIC LIABILITY AND PROPERTY DAMAGE FOR THE DURATION OF THE WORK. CONTRACTOR SHALL PAY FOR ALL PERMITS, FEES, INSPECTIONS AND TESTING. CONTRACTOR TO OBTAIN PERMIT AND APPROVED SUBMITTALS PRIOR TO BEGINNING WORK OR ORDERING EQUIPMENT. THE TERM "PROVIDE" USED IN THE CONSTRUCTION DOCUMENTS AND SPECIFICATIONS SHALL MEAN THAT THE CONTRACTOR IS TO FURNISH, INSTALL AND CONNECT COMPLETE.

PART 2 – PRODUCTS

A. MINIMUM WIRE SIZE SHALL BE #12 A.W.G. (EXCEPT AS NOTED OTHERWISE FOR CONTROL WIRING). ALL CONDUCTORS SHALL BE 98% CONDUCTIVITY, COPPER WITH "THSN–THWN" INSULATION UNLESS OTHERWISE NOTED.

B. ELECTRICAL METALLIC TUBING (EMT) SHALL BE OF BEST QUALITY STEEL, SMOOTH INSIDE AND OUT AND SHALL BE HOT–DIPPED GALVANIZED.

C. OUTLET BOXES SHALL BE PRESSED STEEL IN DRY LOCATIONS, CAST ALLOY WITH THREADED HUBS I. IN WET OR DAMP LOCATIONS AND SPECIAL ENCLOSURES FOR OTHER CLASSIFIED AREAS.

D. RIGID NONMETALIC CONDUIT SHALL BE SCHEDULE 40 PVC.

E. ALL MATERIALS SHALL BE NEW AND BEAR UNDERWRITERS' LABELS WHERE APPLICABLE.

F. PANELBOARDS:
   1. CURRENT CARRYING BUSES SHALL BE COPPER. GROUND BUS BARS SHALL BE COPPER.
   2. ALL CIRCUIT BREAKERS SHALL BE BOLT ON. PLUG–IN BREAKERS ARE NOT ACCEPTABLE.
   3. CIRCUIT BREAKERS USED AS SWITCHES IN FLUORESCENT OR HID LIGHTING CIRCUITS SHALL BE LISTED AND MARKED "SWD"
   4. ALL CIRCUIT BREAKERS FEEDING MECHANICAL EQUIPMENT SHALL BE HACR TYPE.
   5. A.I.C. RATINGS SHALL BE AS INDICATED ON PANELBOARD SCHEDULES.
   6. ALL PANELBOARDS SHALL BE FURNISHED WITH PLASTIC LAMINATE NAMEPLATES WITH 1/4" ENGRAVED LETTERING FOR PANEL IDENTIFICATION.
   7. ALL PANELBOARDS SHALL BE PROVIDED WITH TYPE–WRITTEN DIRECTORY OF BRANCH CIRCUIT DESIGNATIONS.

G. DISCONNECT SWITCHES SHALL BE H.P. RATED, HEAVY DUTY, QUICK–MAKE, QUICK–BREAK. ENCLOSURES SHALL BE NEMA–1 FOR INDOOR LOCATIONS, NEMA 3R FOR OUTDOOR LOCATIONSOR AS OTHERWISE NOTED.

H. MOTOR STARTERS SHALL BE MANUAL OR MAGNETIC AS INDICATED ON THE ELECTRICAL DRAWINGS, WITH OVERLOAD RELAYS IN EACH PHASE. WIRING DEVICES (GENERAL PURPOSE RECEPTACLES AND WALL SWITCHES) COLOR SHALL BE COORDINATED WITH CLIENT.

PART 3 – EXECUTION

A. COLOR CODING OF CONDUCTORS SHALL BE AS FOLLOWS:
   1. 208/120 VOLTS, 3 PHASE, 4–WIRE SYSTEM: UNGROUNDED CONDUCTORS: 1 BLACK, 1 RED AND 1 BLUE. GROUNDED (NEUTRAL) CONDUCTOR; WHITE. GROUNDING CONDUCTORS SHALL BE GREEN.
   2. 480/277 VOLT, 3–PHASE, 4–WIRE SYSTEM: UNGROUNDED CONDUCTORS: 1 BROWN, 1 YELLOW, AND 1 PURPLE. GROUNDED (NEUTRAL) CONDUCTORS: GREY. GROUNDING CONDUCTORS SHALL BE GREEN.
   3. BRANCH CIRCUIT WIRING (#6 AND SMALLER) SHALL BE COLOR CODED BY CONTINUOUS INSULATION COLOR AND FEEDERS AND SERVICES (#4 AND LARGER) SHALL BE CODED AT ALL JUNCTION OR PULL POINTS (EXCEPT LB'S OR LBD'S) USING COLOR MARKERS OR PLASTIC TAPE MANUFACTURED FOR THE PURPOSE.

I.

B. WIRING METHODS
   1. ALL CONDUCTORS SHALL BE INSTALLED IN ELECTRICAL METALLIC TUBING (EMT) UNLESS OTHERWISE NOTED, SPECIFIED OR AS SPECIFICALLY PROHIBITED BY THE AUTHORITY HAVING JURISDICTION. ALL FITTINGS AND COUPLINGS FOR EMT CONDUIT SHALL BE ALL STEEL RAIN TIGHT COMPRESSION TYPE OR ALL STEEL CONCRETE TIGHT SET SCREW TYPE.
   2. SCHEDULE 40 PVC CONDUIT, WITH FITTINGS AND COUPLINGS APPROPRIATE FOR THE USE, SHALL BE INSTALLED UNDERGROUND OR BELOW SLABS ON GRADE.
   3. TYPE MC CABLE WITH ALUMINUM ARMOR AND INTERNAL GROUND IS ACCEPTABLE FOR USE AS GENERAL BRANCH CIRCUIT WIRING FOR CIRCUITS 20 AMPERES OR LESS AND CONCEALED IN WALLS OR ABOVE SUSPENDED CEILING AND AS APPROVED BY THE AUTHORITY HAVING JURISDICTION.

C. ELECTRICAL SYSTEM SHALL BE COMPLETE AND EFFECTIVELY GROUNDED AS REQUIRED BY THE LATEST EDITION OF THE N.E.C. AND LOCAL CODES.

D. ALL WORK SHALL BE PERFORMED BY A LICENSED ELECTRICAL CONTRACTOR IN A FIRST CLASS WORKMANLIKE MANNER. THE COMPLETED SYSTEM SHALL BE FULLY OPERATIVE AND ACCEPTED BY ENGINEER/ARCHITECT.

E. ALL WORK SHALL BE COORDINATED WITH OTHER TRADES TO AVOID INTERFERENCE WITH THE PROGRESS OF CONSTRUCTION.

F. THE ELECTRICAL INSTALLATION SHALL MEET ALL STANDARD REQUIREMENTS OF POWER AND TELEPHONE COMPANIES, AND SHALL BE FULLY COORDINATED WITH THEM PRIOR TO COMMENCEMENT OF WORK.

G. PROVIDE AND INSTALL CONDUIT, CONDUCTORS, PULL WIRES, BOXES, COVER PLATES, AND WIRING DEVICES, FOR ALL OUTLETS AS INDICATED.

H. MATERIALS, PRODUCTS, AND EQUIPMENT, INCLUDING ALL COMPONENTS THEREOF, SHALL BE NEW AND SUCH AS APPEAR ON THE UL LIST OF APPROVED ITEMS AND SHALL MEET OR EXCEED THE REQUIREMENTS OF NEC, NEMA, AND IEEE. CONTRACTOR SHALL SUBMIT AT LEAST FIVE (5) SETS OF SHOP DRAWINGS OR CUT SHEETS OF LIGHTING FIXTURES, SWITCHES, AND OTHER ELECTRICAL ITEMS FOR APPROVAL BY ENGINEER/ARCHITECT. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CUTTING AND PATCHING REQUIRED OF HIS WORK.

K. ALL LAY–IN LIGHTING FIXTURES SHALL BE SECURED TO THE SUSPENDED CEILING GRID AT EACH CORNER.

L. CONTRACTOR SHALL COORDINATE WITH MECHANICAL DRAWINGS AND PROVIDE ALL NECESSARY CONTROL WIRING.

M. ALL ELECTRICAL POWER WIRING FOR THE HVAC SYSTEM INCLUDING WIRING THRU LINE VOLTAGE CONTROL DEVICES SHALL BE THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR.

N. THE CONTRACTOR SHALL CONFIRM WITH THE ELECTRICAL UTILITY COMPANY ANY AND ALL REQUIREMENTS SUCH AS: METERING EQUIPMENT REQUIREMENTS AND METERING EQUIPMENT LOCATION, TRANSFORMER SIZE AND LOCATION OR SERVICE POINT, CONDUIT ENTRY AND LUG SIZE RESTRICTIONS. THE CONTRACTOR SHALL SCHEDULE ALL REQUIRED DOWN TIME FOR THE OWNERS CONFIRMATION. ANY CONFLICTS AND DESCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE

O. PROCEEDING WITH ANY WORK. PER NEC 210.8(B)(2) ALL 15– AND 20–AMPERE, 125–VOLT RECEPTACLES IN NONDWELLING–TYPE KITCHENS TO BE GFCI PROTECTED.

BRANCH CIRCUIT CONDUCTORS SHALL BE SIZED FOR A MAXIMUM VOLTAGE DROP OF 3% DESIGN LOAD. FBC 2023 FBC ENERGY CONSERVATION SECTION 405.7.3.

Q. FEEDER CONDUCTORS SHALL BE SIZED FOR A MAXIMUM OF 2% VOLTAGE DROP PER 405.7.3.

ELECTRICAL SHEET INDEX

E0.1	ELECTRICAL NOTES, LEGEND & INDEX
E2.1	PHOTOMETRIC PLAN
E3.1	POWER PLAN

ELECTRICAL LEGEND

▽	TELEPHONE OUTLET WITH 3/4" CONDUIT STUBBED OUT FROM WALL 6" ABOVE CEILING. MOUNT 18" A.F.F. TO CENTER LINE OF OUTLET UNLESS OTHERWISE NOTED.
▼	DATA OUTLET WITH 3/4" CONDUIT STUBBED OUT FROM WALL 6" ABOVE CEILING. MOUNT 18" A.F.F. TO CENTER LINE OF OUTLET UNLESS OTHERWISE NOTED.
▽	TELEPHONE/DATA OUTLET WITH 3/4" CONDUIT STUBBED OUT FROM WALL 6" ABOVE CEILING. MOUNTED ABOVE COUNTER. SEE ARCHITECTURAL DRAWING FOR SPECIFIC REQUIREMENTS.
▼	TELEPHONE/DATA OUTLET WITH 3/4" CONDUIT STUBBED OUT FROM WALL 6" ABOVE CEILING. MOUNT 18" A.F.F. TO CENTER LINE OF OUTLET UNLESS OTHERWISE NOTED.
▽	TELEPHONE/DATA OUTLET WITH 3/4" CONDUIT RUN TO THE NEAREST STUD WALL AND STUBBED OUT FROM WALL 6" ABOVE CEILING. PROVIDE BRASS COVER PLATE AND CARPET FLANGE.
	TELEVISION RECESSED OUTLET. LEGRAND "TV1WMTVSSWCC2". MOUNT AT 18" A.F.F. TO CENTER LINE OF OUTLET UNLESS OTHERWISE NOTED.
	20 AMP SINGLE RECEPTACLE (NEMA 5–20R) MOUNTED AT 18" A.F.F. TO CENTER LINE OF OUTLET UNLESS NOTED OTHERWISE.
	20 AMP DUPLEX RECEPTACLE (NEMA 5–20R) MOUNTED AT 18" A.F.F. TO CENTER LINE OF OUTLET UNLESS NOTED OTHERWISE.
	20 AMP QUADRUPLEX RECEPTACLE (NEMA 5–20R) MOUNTED AT 18" A.F.F. TO CENTER LINE OF OUTLET UNLESS NOTED OTHERWISE.
GFI	20 AMP DUPLEX RECEPTACLE (NEMA 5–20R) WITH GROUND FAULT CIRCUIT INTERRUPTER, MOUNT AT 18" A.F.F. TO CENTER LINE OF OUTLET. UNLESS NOTED OTHERWISE.
	20 AMP DUPLEX RECEPTACLE (NEMA 5–20R) MOUNTED ABOVE COUNTER SEE ARCHITECTURAL DRAWINGS FOR SPECIFIC REQUIREMENTS.
	20 AMP DUPLEX RECEPTACLE (NEMA 5–20R) WITH ISOLATED GROUND, MOUNT AT 18" A.F.F. TO CENTERLINE OF OUTLET UNLESS OTHERWISE NOTED.
	20 AMP QUADRUPLEX RECEPTACLE (NEMA 5–20R) WITH ISOLATED GROUND, MOUNT AT 18" A.F.F. TO CENTERLINE OF OUTLET UNLESS OTHERWISE NOTED.
	20 AMP DUPLEX RECEPTACLE (NEMA 5–20R), RECESS FLOOR MOUNTED. PROVIDE BRASS COVER PLATE AND CARPET FLANGE.
	20 AMP DUPLEX RECEPTACLE (NEMA 5–20R), CEILING MOUNTED.
	SPECIAL–PURPOSE RECEPTACLE
J	JUNCTION BOX
J	SINGLE GANG JUNCTION BOX FOR POWER CONNECTION TO MODULAR FURNITURE SYSTEM INSTALL IN EXACT MANNER AS DIRECTED BY FURNITURE SUPPLIER.
J T/D	DOUBLE GANG JUNCTION BOX FOR TELEPHONE/DATA CONNECTION TO MODULAR FURNITURE SYSTEM. INSTALL IN EXACT MANNER AND LOCATION AS DIRECTED BY FURNITURE SUPPLIER. EXTEND (2) 3/4" EMPTY CONDUITS FROM JUNCTION BOX TO ABOVE CEILING AND TERMINATE WITH INSULATING BUSHING 6" FROM WALL.
	LEGRAND EVOLUTION 4 SERIES FLOOR BOX FOR CONNECTION TO MODULAR FURNITURE. COORDINATE CONNECTION TYPE WITH FURNITURE VENDOR.
	TELE/POWER POLE FOR TELEPHONE/DATA/POWER CONNECTION TO MODULAR FURNITURE 8 WIRE SYSTEM (SEE DETAIL THIS SHEET). INSTALL IN EXACT MANNER AND LOCATION AS DIRECTED BY FURNITURE SUPPLIER, WIREMOLD CATALOG # 2SDTP–4D W/IVORY FINISH.
	SPECIAL PURPOSE RECEPTACLE MOUNTED BELOW RAISE FLOOR.
EF	EXHAUST FAN. SEE MECHANICAL DRAWINGS FOR SPECIFICATIONS.
$	SINGLE POLE, 20 AMP, SWITCH. MOUNT 46" A.F.F. TO CENTERLINE OF SWITCH UNLESS OTHERWISE NOTED.
$3	3–WAY, 20 AMP, SWITCH. MOUNT 46" A.F.F. TO CENTERLINE OF SWITCH UNLESS OTHERWISE NOTED.
$D	SINGLE POLE, 20 AMP, SWITCH WITH DIMMER. MOUNT 46" A.F.F. TO CENTERLINE OF SWITCH UNLESS OTHERWISE NOTED.
$M	MOTOR RATED SWITCH
$VS	VACANCY SENSOR SWITCH, WATTSTOPPER, MOUNT 46" A.F.F. TO CENTERLINE OF SWITCH UNLESS OTHERWISE NOTED.
$LV	LOW VOLTAGE SWITCH, SEE DETAIL FOR FURTHER INFORMATION.
$	TWO POLE, 30 AMP SWITCH. MOUNT ADJACENT EQUIPMENT TO BE CONTROLLED.
⊠	FACTORY MOUNTED DISCONNECT/STARTER (SEE MECHANICAL SCHEDULE)
A B C	FUSIBLE DISCONNECT SWITCH A = POLES, B= FRAME SIZE, C= FUSE RATING
A B C	FUSIBLE MOTOR STARTER DISCONNECT SWITCH A = POLES, B= NEMA SIZE, C= FUSE RATING
	GROUNDING ELECTRODE & CONDUCTOR SYSTEM
T	TRANSFORMER
	ELECTRICAL PANELBOARD
	TELEPHONE WOOD BACKBOARD
WP	WEATHERPROOF
T/C	TIME CLOCK
RE	RELOCATED
E	EXISTING TO REMAIN
A.F.F.	ABOVE FINISH FLOOR
	CEILING MOUNTED DUAL TECHNOLOGY MOTION SENSOR BY WATTSTOPPER.
LV	CEILING MOUNTED LOW VOLTAGE DUAL TECHNOLOGY MOTION SENSOR BY WATTSTOPPER.
DS	CEILING MOUNTED DAY LIGHTING SENSOR. SENSOR TO CONTROL THE DIMMING OF ALL FIXTURES WITHIN 15' OF THE WINDOWS WITH IN ROOM.
CR	CARD READER. COORDINATE LOW VOLTAGE REQUIREMENTS WITH CONTRACTOR.

RECEIVED
DEC 10 2025
BY:

PERMIT ISSUED
CONSTRUCTION ISSUED

date
revisions

KAMM Consulting
405 Apple Road
Fort Pierce, Florida 34947
Phone: (772)337-7041 kamm@kamm.com
Certificates of Authorization #8189
PRINCIPAL
Randy L Kamm, Florida License #36337

date
signed

AMERON
SEBASTIAN, FLORIDA

ELECTRICAL NOTES

project title
sheet title

proj. no.: 2025–0326
project manager: DM
checked by: BB
scale: AS NOTED
date: 07–10–25

sheet
E0.1
project

GARDCO

Site and Area

EcoForm

ECF-S small area light



Gardco EcoForm Gen-2 combines economy with performance in an LED area luminaire. Capable of delivering up to 27,800 lumens or more in a compact, low profile LED luminaire, EcoForm offers a new level of customer value. EcoForm features an innovative retrofit arm kit, simplifying site conversions to LED by eliminating the need to drill additional holes in most existing poles. Integral control systems available for further energy savings. Includes Service Tag, our innovative way to provide assistance throughout the life of the product.

Project: _____
Location: _____
Cat.No: _____
Type: _____
Lamps: _____ Qty: _____
Notes: _____

Ordering guide

Example: ECF-S-S4L-800-NW-G2-AR-5-120-HS-4GY

Series	Number of LEDs	Drive Current	LED Color Generation	Mounting	Distribution	Voltage
ECF-S EcoForm site and area, small	S3L 32 LEDs (2 modules)	350 350mA 530 530mA 700 700mA 1A 1050mA 1.2A 1200mA	WW-G2 Warm White 3000K, 70CRI, Generation 2 NW-G2 Neutral White 4000K, 70CRI, Generation 2 CW-G2 Cool White 5000K, 70CRI, Generation 2	AB* Arm Mount, (standard) TS Tenon Mount The following mounting kits must be ordered separately (See accessories) SA* Slip Fitter (fits 2 3/8" O.D. tenon) WB Wall mount with arm (for new construction or new entry permitted. Retrofit arm mount kit) BAM* Backplate Adapter Mount	Type 2 2-90 Rotated left 90° 2-270 Rotated right 270° Type 3 3 Type 2 Rotated left 90° 3-180 Mounted right 270° Type 4 4-90 Rotated left 90° 4-270 Rotated right 270° Type 5 5 Type 5 5W Type 5W	AFB Auto Front Row AFR-90 Auto Front Row Rotated left 90° AFR-270 Auto Front Row Rotated right 270° BLC Back Light Control BLC-90 Back Light Control Rotated left 90° BLC-270 Back Light Control Rotated right 270° LCL* LED Corner Optic Left LCR* LED Corner Optic Right	120 120V 208 208V 240 240V 277 277V 347 347V 480 480V UNV 120-277V (50/60Hz) HVU 347-480V (50/60Hz)

Mounting controls	Motion sensing/zone	Photocontrol/ext	Options	Luminaire	Finish
EDO** 0-10V External dimming (For controls by others) DCC*,**,*** Dual Circuit Control FAWS**,*** Field Adjustable Wattage Selector SRDR**,***,**** SR driver connected to Zirage tablet DynaDimmer: Automatic Profile Dimming DSD2** Safety 50% Dimming, 2 hours DSD3** Safety 30% Dimming, 3 hours DMD2** Medium 30% Dimming, 2 hours BL**,*** Bi-level functionality WAP*,**,*** Wireless Intersect SiteWise SR driver and SR receptacle - do NOT select SRDR)	INSG3** Integral with 3 fc lens (NSP)** Integral with 4.7 lens LS Low (7'-10' mounting height) sensor, White color housing LSH Low (7'-10' mounting height) sensor, Black color housing HS High (10'-40' mounting height) sensor, White color housing HSH High (10'-40' mounting height) sensor, Black color housing	PCS** Photocontrol Button TLR5** Twist Lock Receptacle 5 Pin TLR7** Twist Lock Receptacle 7 Pin TLRPC**,*** Twist Lock Receptacle w/Photocell	Fusing FP Single 120, 277, 347VAC) FP2* Double (208, 240, 480VAC) Fuse Mount Fusing DFP* Single 120, 277, 347VAC) DFP2* Double (208, 240, 480VAC) FP3* Canadian Double Pull (208, 240, 480VAC) Surge Protection (SPA standard) SP3 Increased 3kA BAA** Meets the requirements of the Buy American Act of 1933 (BAA)	Square Pole Adapter (included at standard position) TA* Tenon Adapter RPA** Round Pole Adapter (Fits to 3" - 5.9" O.D. poles) HSA* Universal House Side Shield	Textured BK Black WH White BZ Bronze DGY Dark Grey MGY Med.um Grey Customer specified RAL Specify optional color or RAL (ex: RAL 9724) CC Custom color (Must supply color chip for required factory quote)

1. BL-SPEC 347 equipped with dual-rated (universal) voltage driver (120 to 347VAC/347-480V).
2. Mounts to a 4" round pole with adapter included for square pole.
3. Not available with 1.2A drive current. Not available in normal temperature.
4. Not available with other arm fixing country options.
5. Not available with motion sensor.
6. Must specify mounting accessories.
7. Must specify a motion sensor lens.
8. Not available with 347 or 480V.
9. Must specify style 1 surface.
10. TLR05, TLR07 and TLRPC receptacle only. 4 & 5 are equipped with shorting cap. Twist lock receptacle is rated for 20 amps @ 125 VAC.
11. NEMA twist-lock® 4-pin, 20 amp photocell receptacle only with 10,000 lumen minimum.
12. Not available with DCC.
13. Not available with SP and WB. SPA is provided with black square gasket.
14. Not available with Type 5, AM, BLC, BLC-90, FLC-270, LCL or RCL options.
15. Not available with EM, EMD, HMS, MSS, or MSH dimming control options.
16. MSHP must be combined with Motion sensing lens LS or LSH or HS or HSH. Not available with DSD2, DSD3, DMD2 or FAWS. Must be used on second row or SC mounted poles (See specification pg for more details). Consult factory for lead time. All 7 pins in BOTH receptacles must be connected to SR driver. 20208 not available with TLR05 or TLR07.
17. 0-10V dimming driver standard.
18. LCL and RCL are available with 480, 1.2A or 347-480.
19. Not available with 347-480V.
20. Extended lead times apply. Contact factory for details.
21. Fit kits (proprietary design) the "BAC" suffix should apply to you, meaning product that is not BAA compliant product with no restrictions. Fit kits with "BAA" suffix are BAA compliant product.
22. Not available with ECF-S-SP321 and ECF-S-SP331 (requires HSHP-DB) handheld remote accessory.
23. Electrical compartment height is 7" (17.7), 34 (24") and 48 (48").
24. Consult factory for lead time and availability.
25. Magnetic mounts must be installed to steel beams exceeding minimum 3/16" thick.
26. Quick Mount bracket requires Jet mount. FA option recommended for installation labor savings.
27. Red or green LED is available for horizontal applications.

ECF-S_EcoForm_area_small 04/24 page 1 of 9

Interact

Type: _____
Project: _____

ILLUMINA®

BS100LED



- The ILLUMINA® BS100LED is corrosion, flame and vandal resistant.
- HOUSING: 100% UV stabilized polycarbonate, liquid silicone perimeter gasket with memory retention.
- DIFFUSER: Frosted UV stabilized polycarbonate diffuser, for even light distribution and color stabilization.
- LUMEN:

2 FT	4 FT
LD: 36W @ 3876 to 4655 lm MD: 45W @ 5176 to 6172 lm HO*: 60W @ 5496 to 7716 lm * 3000K qualifies for DLC std	VLO: 20W @ 4375 to 5298 lm LO: 40W @ 5555 to 6827 lm MO: 50W @ 6944 to 8284 lm HO: 60W @ 8316 to 9945 lm VHO: 70W @ 7414 to 11,589 lm

- OPERATING TEMP: HT (AC Only) -40°F to 104°F (-40°C to 40°C)
  SA (AC & Emergency) 32°F to 104°F (0°C to 40°C)
- POWER FACTOR: Power Factor > 0.95
- TOTAL HARMONIC DISTORTION (THD): < 20%
- WEIGHT: 2 FT: 5 lbs (2.3 kg) / 4FT: 10 lbs (4.5 kg)

APPLICATION: The BS100LED is ideal for various commercial applications including retail, industrial, parking garages, carport, parking structures, warehouses, breezeways, canopies, schools, and much more. It can be installed both indoor and outdoor.

ORDERING INFORMATION

Example: BS100LED4 HT HO WT40 120-277V FSP231

MODEL	LENGTH	OPERATION	OUTPUT	COLOR TEMP	INPUT	MOUNTING	OPTIONS
BS100LED	2 Ft	HT (AC only)	VLO*	WT30 (3000K)	120-277V	Static (surface mount)	ELA* (black housing, 4ft only)
	4' Ft	SA* (AC & EM)	LO	WT35 (3500K)	347-480V	(standard)	CSP (external occupancy sensor)
			MO	WT40 (4000K)		JMD (door mount)	D (det-2)
			HO	WT50 (5000K)			TJP (fully assembled)
			VHO*				FP (Line protection - 3kV)
							IS** (internal cct sensor)

HCCP (integrated node)
SP (surge protection - 10KA)
SS (stainless steel clips)
TPS (tamper proof screws)

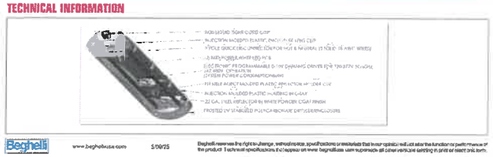
CONTROLS & ACCESSORIES

1PKAWBSC* (single pendant kit, 2 fixture, white, w/length)	2CHAS* (48" chain hang kit, field-cuttable)	CMBWBS02* (IP66 quick mount bracket, 2 fixture)
1PKAWBSD4* (single pendant kit, 4 fixture, white, w/length)	EMOC2F (90° wireless motion and lux sensor)	FLY* (wireless relay)
1SPKAWBSC2* (swivel single pendant kit, 2 fixture, white, w/length)	18IRFSR* (handheld remote for FSP231)	SWY* (single 90° wireless switch)
1SPKAWBSD4* (swivel single pendant kit, 4 fixture, white, w/length)	MLM* (wireless motion and lux sensor	TMZBS04* (90° trunnion mount, 4' fixture)
2PKAWB* (double pendant kit, white, w/length)	MM* (magnet mount)	
2SPKAWB* (swivel double pendant kit, white, w/length)	PM (pivot mount)	
2ACx* (adjustable aircraft cable, w/length: 60"/5', 72"/7')	CMBWBS02* (IP66 quick mount bracket, 2 fixture)	

NOTE 1: VLO and VHO outputs available for HT only
NOTE 2: Use 20 when ordering pack, 1PSQFTY, 2F*, 1PKTQZ* or 4F* 1PKTSQ3*
NOTE 3: 2F, direct replacement for Holophane Helios, PWM wiring
NOTE 4: Consult factory for lead time
NOTE 5: Specify length for CRS, specify 3 or 5 conductor
NOTE 6: Included bitches, grommets, etc., installed at the factory for quick installation
NOTE 7: Fit kit Beghelli series, FSP231, Kingman, Eiko* and other sensors also available

NOTE 8: DS is at Beghelli owner (Magnum-DSM1, CRMBS, OSFSP231, SILO) and other sensors also available)
NOTE 9: Beghelli offers wireless and powerline control solutions, contact factory for more details
NOTE 10: FSP231 and OSFSP231 require 18-IRFSR handheld remote accessory
NOTE 11: Electrical compartment height is 7" (17.7), 34 (24") and 48 (48")
NOTE 12: Consult factory for lead time and availability.
NOTE 13: Magnetic mounts must be installed to steel beams exceeding minimum 3/16" thick.
NOTE 14: Quick Mount brackets require Jet mount. FA option recommended for installation labor savings.
NOTE: Red or green LED is available for horizontal applications

TECHNICAL INFORMATION



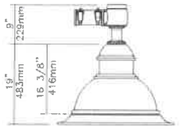
Beghelli www.beghelliusa.com 5/09/25

Beghelli reserves the right to change, without notice, specifications or materials that in our opinion will not alter the function or performance of the product. For the most specifications, if of interest or more Beghelli we supersede all other versions existing in print or sheet prior form.



Ameron Storage Sebastian (Reference=L93181-3)

LEDGINE LED 3D





27 1/2"
698mm

EPA: 2.02 sq ft / weight: 48 lb (21.8 kg)
Note: 3D image may not represent color or option selected. Logos above include link, click to access.

Qty	1	Luminaire	DMS50-55W32LED4K-G3-LE4F-UNV-DMG-SMB-HS-BKTX

Description of Components:

Roof: A die cast A360.1 aluminum dome complete with a cast-in technical ring with latch and hinge. The mechanism shall offer tool-free access to the inside of the luminaire. An embedded memory-retentive gasket shall ensure weatherproofing.

Housing: In a round shape, this housing is made of cast 356 aluminum, c/w a watertight grommet, mechanically assembled to the bracket with four bolts 3/8-16 UNC. This suspension system permits for a full rotation of the luminaire in 90 degree increments.

Light Engine: LEDgine composed of 5 main components: Heat Sink / Lens / LED Module / Optical System / Driver Electrical components are RoHS compliant.

Heat Sink: Heat Sink: Made of die cast A360 aluminum optimising the LEDs efficiency and life, complete with a cast in skirt and technical ring. Product does not use any cooling device with moving parts (only passive cooling device)

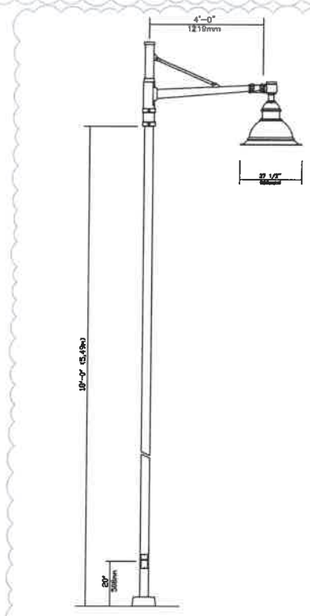
Lens: Made of soda-lime clear tempered flat glass lens, mechanically assembled and sealed onto the lower part of the heat sink.

LED Module: Composed of 32 high-performance white LEDs. Color temperature as per ANSI/NEMA bin Neutral White, 4000 Kelvin nominal (3985K +/- 275K or 3710K to 4260K), CRI 70 Min. 75 Typical.

Optical System: (LE4F), IES type IV (asymmetrical). Composed of high-performance optical grade PMMA acrylic refractor lenses to achieve desired distribution optimized to get maximum spacing, target lumens and a superior lighting uniformity. Optical system is rated IP66. Performance shall be tested per LM-63, LM-79 and TM-15 (IESNA) certifying its photometric performance. Street side indicated. **(HS), Complete with a House side shield.**0% uplight and U0 per IESNA TM-15.

SS1 SD1
10-24-2025 Page 1 / 6

LUMEC



LIGHT POLE DETAIL
N.T.S.

PERMIT ISSUED -
CONSTRUCTION ISSUED -

revisions	date
1 COORDINATION	10.24.25

KAMM Consulting

495 Apple Road
Fort Myers, Florida 34947
Phone: 772.359.1744
Email: info@kammlighting.com
Certificate of Authorization #8189

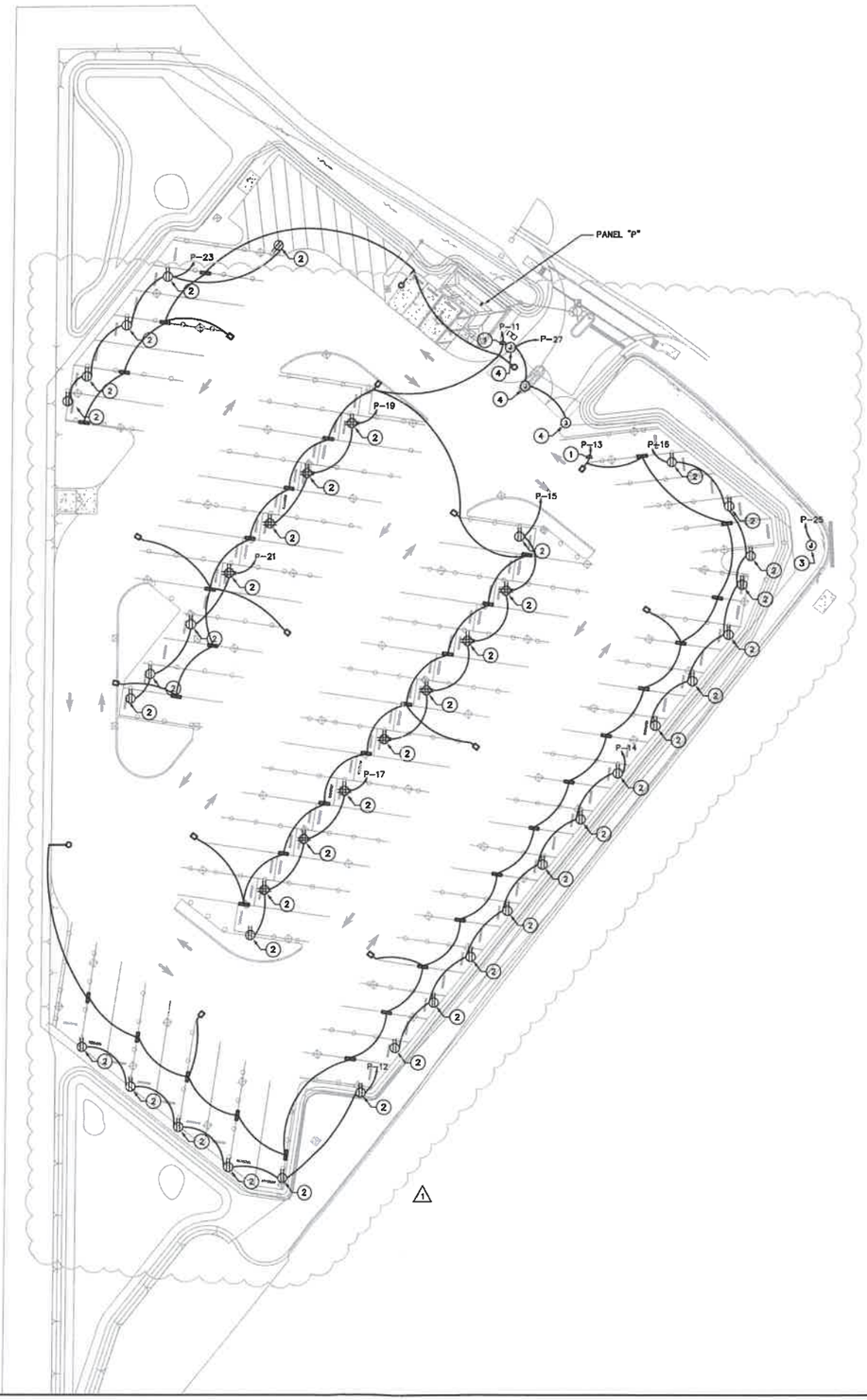
DESIGNED by: _____ date: _____
Kenny Kamm Florida License #36333 signed: _____

project title: AMERON SEBASTIAN, FLORIDA

sheet title: SITE PHOTOMETRIC PLAN

projt. no.:	2025-0326
project manager:	DM
checked by:	BB
scale:	AS NOTED
date:	07-10-25

sheet
E2.1
project



KEY NOTES

1. CIRCUIT THROUGH PHOTOCELL AND TIME CLOCK.
2. WEATHER RESISTANT, GFCI OUTLET WITH EXTRA-DUTY WEATHER PROOF COVER TO BE MOUNTED ON CANOPY COLUMN.
3. JUNCTION BOX FOR ELECTRICAL CONNECTION TO MONUMENT SIGN. COORDINATE EXACT LOCATION AND REQUIREMENTS WITH SIGN VENDOR PRIOR TO INSTALLATION.
4. JUNCTION BOX FOR ELECTRICAL CONNECTION TO GATE. COORDINATE EXACT LOCATION AND REQUIREMENTS WITH GATE VENDOR PRIOR TO INSTALLATION.

POWER PLAN
1"=30'-0" NORTH

PERMIT ISSUED
CONSTRUCTION ISSUED

	revisions	date
1	COORDINATION	10.24.25

KAMM CONSULTING
405 Anglin Road
Fort Pierce, Florida 34947
Phone: (772) 465-3144 kamm@kamm-consulting.com
Certification of Authorization #8189
PRINCIPAL
Kimberly L. Kamm Florida License #56321

project title:
AMERON
SEBASTIAN, FLORIDA

sheet title:
POWER PLAN

proj't no.:	2025-0326
project manager:	DM
checked by:	BB
scale:	AS NOTED
date:	07-10-25

sheet
E3.1
project

RECEIVED
MAR 07 2025
BY:

Apex Biological Services
Environmental Survey, Permitting, & Consulting

February 21, 2025

Ameron Homes, Inc.
519 S Easy St
Sebastian, FL 32958

Re: **Environmental Inspection Memo**

Subject Site: **45 Ashbury Blvd**
Municipality: **City of Sebastian; Indian River County, FL**
Parcel ID: **31390700000300000009.3**
Size: **± 3.70 ac.**

Dear Ameron Homes,

Apex Biological Services, LLC (ABS) was contracted to conduct a site assessment in support of the proposed development at the above referenced location, located within the City of Sebastian; Indian River County, Florida (Figures 1, 2).

The purpose of this assessment is to evaluate any potential environmental constraints to the proposed development activity; focusing exclusively on protected resources and protected species. This assessment is based on information obtained during site inspection as well as review of available desktop research material. Several site visits were performed during the month of December 2024. All associated figures and tables are provided in the report Appendices.

VEGETATIVE COMMUNITIES

Using the Florida Natural Areas Inventory (FNAI) and the Florida Fish and Wildlife Conservation Commission (FFWCC) cooperative land classification (CLC) as a guideline, ABS categorized the different natural communities and land uses on the subject site according to designations or code numbers. The on-site vegetative communities observed are best classified and currently mapped as Scrub (1200) and High Pine and Scrub (1210).

1200 Scrub
1210 High Pine and Scrub

Vegetation observed in this area included saw palmetto *(Serenoa repens)*, rusty staggerbush *(Lyonia ferruginea)*, myrtle oak *(Quercus myrtifolia)*, slash pine *(Pinus elliottii)*, sand pine *(Pinus clausa)*, red cedar *(Juniperus virginiana)*, winged sumac *(Rhus copallinum)*, hogplum *(Prunus umbellata)*, sand live oak *(Quercus geminata)*, deer moss *(Cladina spp.)*, sand chord grass *(Spartina bakeri)*, grapevine *(Vitis spp.)*, greenbriar *(Smilax spp.)*, and prickly pear (*Opuntia spp.)*. Very limited bare ground was observed.

PROTECTED RESOURCES

Wetlands are areas that are inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support adapted vegetation, hydrologic indicators, or hydric soil indicators within the soil. Definitions for occurrence over landscapes are outlined in 62-330 F.A.C. (Florida Administrative Code) and are under the jurisdiction of the Florida Department of Environmental Protection (FDEP). The agency has no jurisdiction over upland areas. These *potentials* for jurisdiction have been illustrated as they present on site (Figure 4) however the limits of potential wetlands or surface waters can only be definitively determined and verified during the permitting review process with the respective agencies.

PROTECTED SPECIES

An assessment for protected fauna and floral species was conducted at the site during the month of December 2024. The survey covered the majority of the subject site's development area, and included both direct observations and indirect evidence, such as tracks, burrows, and sounds that indicate the presence of species observed. Several online mapping resources were also utilized to identify known locations of certain protected species populations. The assessment focused on species that have the potential to occur in Indian River County (Table 1). Evidence of one (1) such species, the gopher tortoise *(Gopherus polyphemus)*, was observed and described below. Additionally, descriptions for particular documented wildlife within the surrounding area, past or present, are presented as well.

Gopher tortoise *(Gopherus polyphemus)*
State Listed as "Threatened" by FWC

Currently the gopher tortoise *(Gopherus polyphemus)* is classified as "Threatened" by FWC. The basis of this classification for the gopher tortoise is due to habitat loss and destruction of burrows. Gopher tortoises are commonly found in areas with well-drained soils associated with xeric pine-oak hammock, scrub, pine flatwoods, pastures and abandoned orange groves.

The subject property was surveyed for the existence of gopher tortoises. The survey covered 100% of suitable habitat within the subject parcel as well as area adjacent to the development footprint boundaries. A total of nine (9) potentially occupied active/inactive gopher tortoise burrows were observed. Additionally, a total of three (3) mammalian burrows were observed as well (Figure 5).

USFWS CONSULTATION AREAS

The USFWS has established "consultation areas" for certain listed species. Generally, these consultation areas only become an issue if USFWS consultation is required, which is usually associated with permitting through the Florida Department of Environmental Protection (FDEP) or St. Johns River Water Management District (SJRWMD). The reader should be aware that species presence and need for additional review are often determined to be unnecessary early in the permit review process due to lack of appropriate habitat, location, or other conditions (project size being a significant factor as well). However, the USFWS makes the final determination.

The additional review typically includes the application of species-specific criteria to rule-out or confirm the presence of the species in question. Such criteria might consist of a simple review for critical habitat types. In other cases, the review might include the need for species-specific surveys using established methodologies that have been approved by the USFWS. The following paragraphs include a list of the USFWS Consultation Areas associated with the subject site for potential upland habitats.

Florida Scrub-Jay *(Aphelocoma coerulescens)*
Federally Listed as "Threatened" by USFWS

The subject site falls within the USFWS Consultation Area for the Florida Scrub-Jay. Currently the Florida Scrub-Jay is listed as "Threatened" by the USFWS. They avoid wetlands and forests, including canopied sand pine stands. Optimal Scrub-Jay habitat is dominated by shrubby scrub, live oaks, myrtle oaks, or scrub oaks from 1 to 3 m (3 to 10 ft.) tall, covering 50 to 90 % the area; bare ground or sparse vegetation less than 15 cm (6 in) tall covering 10 to 50% of the area; and scattered trees with no more than 20% canopy cover (Fitzpatrick et al. 1991).

There have been several documented Florida Scrub-Jay sightings historically in the area surrounding the subject property. This available USFWS survey data has not been updated since 1993. A very limited amount of sub-optimal Type II habitat exists within the subject property. Type II habitat is described as any property having greater than zero (0) but less than fifteen (15) percent coverage of scrub oak species. These areas present as predominately partial remnant scrub habitat that exists within the center of the subject parcel continuing offsite however it is significantly overgrown. The Florida Scrub-Jay has been known to continue to utilize areas with surrounding human development however no Florida Scrub-Jays were observed within the subject site during the cursory wildlife survey. The City of Sebastian may require additional determination or consultation with regards to the Florida Scrub-Jay.

DEVELOPMENT CONSTRAINTS

Florida Fish & Wildlife Conservation Commission (FFWCC)

Gopher tortoises, *as well as their burrows*, are afforded legal protections from any ground breaking activities as per 68A-27 F.A.C. (Florida Administrative Code). If impacts to protected burrows within the subject property cannot be avoided by 25' then, in accordance with the FWC Gopher Tortoise Permitting Guidelines, it is expected that permitting will be required at that time. Such permits and procedures can typically be accommodated for approximately $1,500.00. This does not include costs associated with required trenched silt fence installation around the development limits or potential per capture offsite relocation recipient site costs.

A secondary and separate per capture charge would only be required should impacts to the entire property be *necessary*. At the time of this report this charge is currently $5,500.00 per adult captured tortoise (carapace length greater than 220mm). Burrows have an average occupancy rate that varies between .5 and .66 per burrow. It may be anticipated that there are between four (3) and six (6) adult tortoises at any given time within the subject property or within two (2) near offsite burrows to the west.

Based upon review of the most recent site plan, proposed property utilization, and landscape buffer impact requirements spatial limitation presently would not support onsite relocation as a feasible and less costly method to address this concern.

If development does not occur within a reasonable time frame (90 days) an updated survey and reassessment will be required. Additionally, it is not only recommended but will be required that the subject property be immediately silt fenced following land clearing/excavation since offsite migration from the western adjacent property is a concern.

Local Municipalities

Coordination with the City of Sebastian and Indian River County will be required. Additional requirements may be imposed pertaining to tree protection code or the Florida Scrub-Jay.

The environmental limitations described in this document are based on observations and technical information available on the date of the on-site evaluation. This report is for general planning purposes only. The limits of any on-site wetlands/surface waters can only be determined and verified through field delineation and/or on-site review by the pertinent regulatory agencies. Should you have any questions or require any additional information please contact me at (772) 204-0067. Thank you.

Regards,

Mark Lafurno
Staff Biologist

Appendices



Figure 1:
Location Map

45 Ashbury Blvd
City of Sebastian
Indian River County

Apex Biological Services
Environmental Survey, Permitting, & Consulting



Figure 2:
Aerial Map

0 20 40 80 120
Feet

45 Ashbury Blvd
City of Sebastian
Indian River County

N

Date: 12/17/2024

Apex Biological Services
Environmental Survey, Permitting, & Consulting



Figure 3:
FNAI Land Classification Map

0 20 40 80 120
Feet

45 Ashbury Blvd
City of Sebastian
Indian River County

N

Date: 12/17/2024

Apex Biological Services
Environmental Survey, Permitting, & Consulting

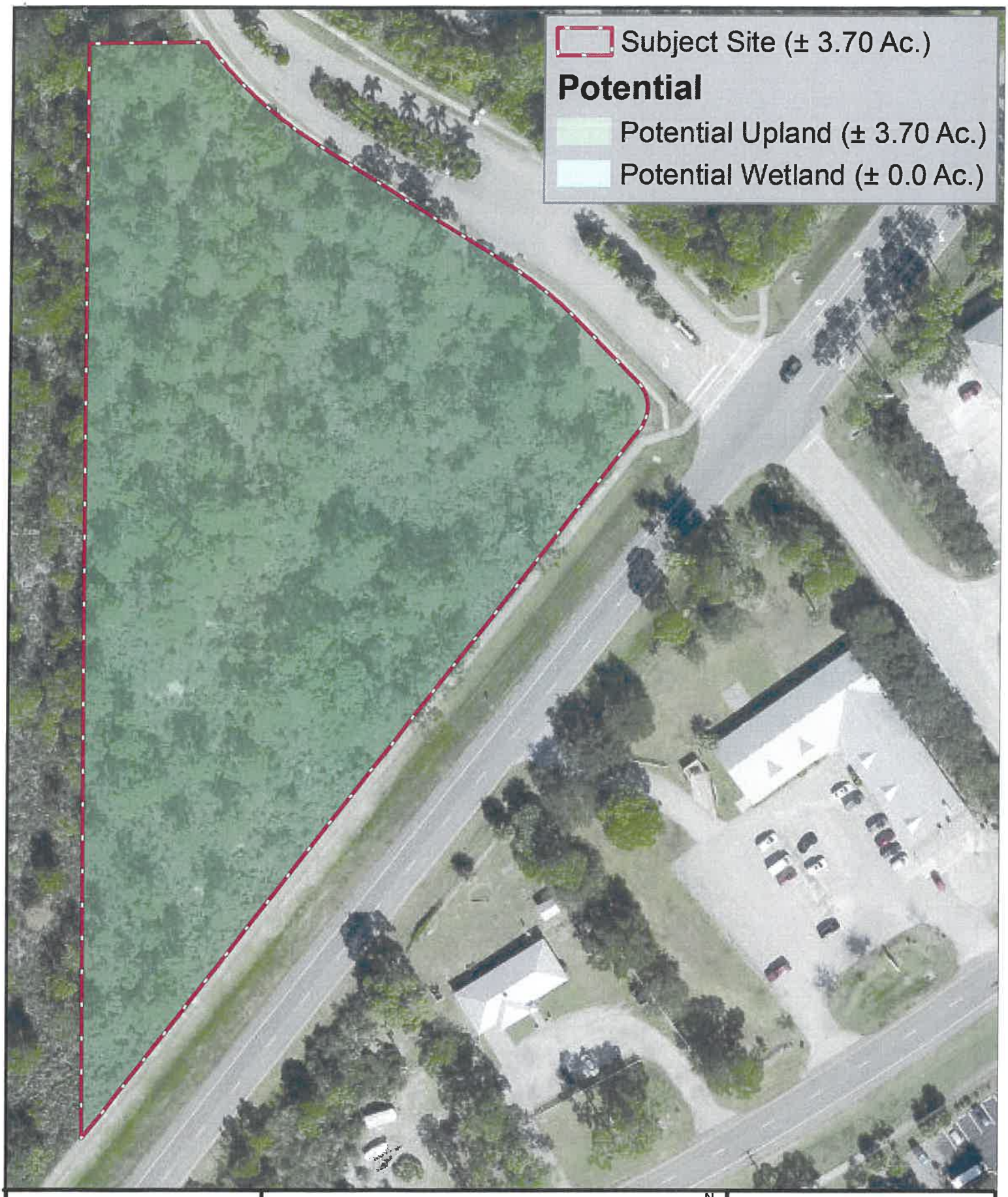


Figure 4:
Hydric Map

0 20 40 80 120
Feet

45 Ashbury Blvd
City of Sebastian
Indian River County

N

Date: 12/17/2024

Apex Biological Services
Environmental Survey, Permitting, & Consulting

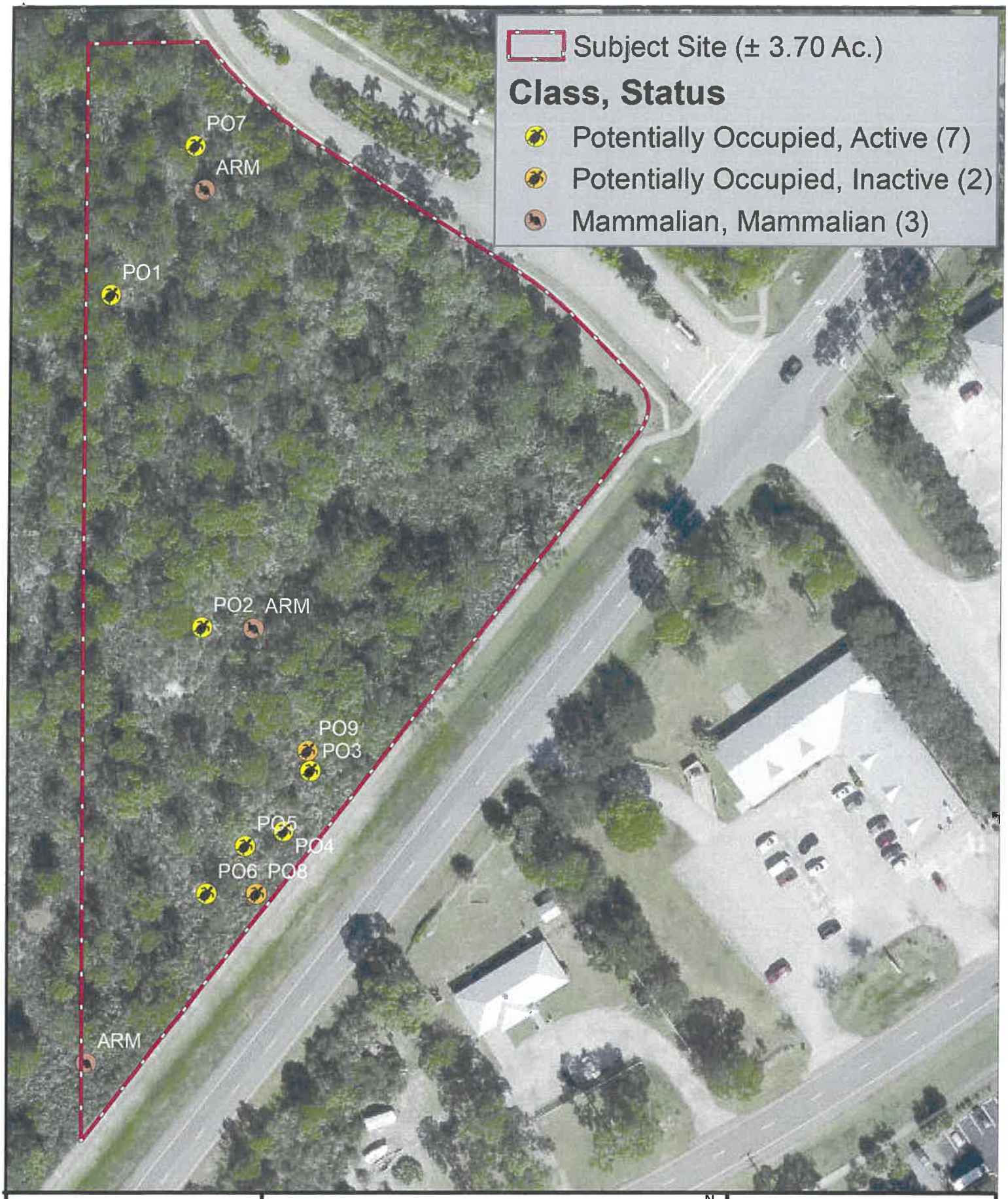


Figure 5:
Wildlife Survey Map

0 20 40 80 120
Feet

45 Ashbury Blvd
City of Sebastian
Indian River County

N

Date: 12/17/2024

Apex Biological Services
Environmental Survey, Permitting, & Consulting

Table 1
Indian River County - Protected Species List

Species Name	Scientific Name	Federal Status	Habitat	
Red-cockaded woodpecker	*Picoides borealis*	Endangered	Open stands of pines, with a minimum age of 80 to 120 years	
Ivory-billed woodpecker	*Campephilus principalis*	Endangered	Large, contiguous forests with numerous large trees, with some stage of decay present	
Wood stork	*Mycteria americana*	Threatened	Marshes, swamps, lagoons, ponds, flooded fields; nests in cypress swamps	
Audubon's crested caracara	*Polyborus plancus audubonii*	Threatened	Dry prairies with scattered cabbage palms	
Piping plover	*Charadrius melodus*	Threatened	Sand dunes, shorelines, and coastlines areas in general	
Florida scrub-jay	*Aphelocoma coerulescens*	Threatened	Oak scrub on white, drained sand, and in open areas without a dense canopy	
Red knot	*Calidris canutus rufa*	Threatened	Breeds in drier tundra areas, such as sparsely vegetated hillsides; outside of breeding season, it is found primarily in intertidal, marine habitats, especially near coastal inlets, estuaries, and bays	
Fragrant prickly-apple	*Cereus eriophorus var. fragrans*	Endangered	Open coastal hammocks and shell middens of Florida's east coast; scrubby flatwoods, maritime and xeric hammocks	
Lakela's mint	*Dicerandra immaculata*	Endangered	Small sandhills (the remnants of ancient coastal dunes) with sand pine scrub vegetation	
Johnson's seagrass	*Halophila johnsonii*	Threatened	Rhizomatous seagrass forming low mats either in pure stands or with shoalgrass in intertidal areas (6" to 6' depth)	
Florida panther	*Puma concolor coryi*	Endangered	Generally, heavily forested areas in lowlands and swamps and areas with adequate deer or wild hog population; also, tropical hammocks, pine flatwoods, cabbage palm forests, mixed swamp, cypress swamp, live oak hammocks, sawgrass marshes, and Brazilian pepper thickets; depends on large contiguous blocks of wooded habitat	
Puma	*Puma (=felis) concolor (all subsp. except coryi)*	Similarity of Appearance (Threatened)	Associated generally with mountainous or remote undisturbed areas; may occupy wide variety of habitats: swamps, riparian woodlands, broken country with good cover of brush or woodland	

Species Name	Scientific Name	Federal Status	Habitat	
Southeastern beach mouse	*Peromyscus polionotus niveiventris*	Threatened	Areas consisting of sea oats and associated dune systems with grasses, open sandy areas, and scattered shrubs	
Eastern indigo snake	*Drymarchon corais couperi*	Threatened	Generally mesic flatwoods, upland pine forest, sandhills, and scrubby flatwoods; commonly associated with gopher tortoise burrows	
Atlantic salt marsh snake	*Nerodia clarkii taeniata*	Threatened	Brackish and salt marshes, shallow tidal creeks and pools, often in association with glasswort and fiddler crab burrows	
American crocodile	*Crocodylus acutus*	Threatened	Found in coastal areas and river systems but prefer brackish lakes, mangrove swamps, lagoons, cays, and small islands	
American alligator	*Alligator mississippiensis*	Similarity of Appearance (Threatened)	Fresh and brackish marshes, ponds, lakes, rivers, swamps, bayous, canals, and large spring runs; often bask on partially submerged logs or on land next to the water	
Gopher tortoise	*Gopherus polyphemus*	Candidate	Favors dry sandy ridges with well drained sandy soil	
Miami blue butterfly	*Cyclargus thomasi bethunebakeri*	Endangered	Tropical coastal hammocks, scrub, and pine rocklands	

RECEIVED
MAR 06 2025
BY:

CITY OF SEBASTIAN
HOME OF PELICAN ISLAND

COMMUNITY DEVELOPMENT DEPARTMENT
1225 MAIN STREET ▪ SEBASTIAN, FLORIDA 32958
TELEPHONE (772) 589-5518 ▪ www.cityofsebastian.org

DEVELOPMENT REVIEW APPLICATION

- ☐ PUD – Conceptual Development Plan
- ☐ PUD – Preliminary Development Plan (50 acres or <)
- ☐ PUD – Preliminary Development Plan (> than 50 acres)
- ☐ PUD – Site Plan
- ☐ PUD – Final Plat
- ☐ SUBDIVISION – Division of Single Lot (Residential)
- ☐ SUBDIVISION – Preliminary Plat (50 acres or <)
- ☐ SUBDIVISION - Preliminary Plat (> than50 acres)
- ☐ SUBDIVISION – Construction Plans
- ☐ SUBDIVISION – Final Plat
- ☐ SITE PLAN (Administrative Approval)
- ☑ SITE PLAN (New Development)
- ☐ SITE PLAN (Major Modification)
- ☐ SITE PLAN (Minor Modification)

Project Name: Ameron Boat & RV Storage Total Site Area: 3.76 Acres SF

Parcel ID: 31390700000300000009.3

Address of Site: 45 Ashbury Blvd. Sebastian, FL 32958

Proposed Use: Commercial Development Land Use: CG Zoning: CG

Applicant Name: William Brognano

Address: PO Box 780874 Sebastian, FL 32978

Telephone: 772-589-1299 Email: ameronh@aol.com

Applicant (If not owner, written authorization (notarized) from owner is required)

Owner: William Brognano

Address: PO Box 780874 Sebastian, FL 32978

Telephone: 772-589-1299 Email: ameronh@aol.com

Date Received: 3/6/2025 Fee Paid: $1200.00 Received by: Josh.

FORM A

Surveyor:	Kin Surveyors
Address:	5220 US-1, #104 Vero Beach, FL 32967
Telephone: 888-396-7770	Email:
Engineer:	Schulke, Bittle & Stoddard, LLC.
Address:	1717 Indian River Blvd., Suite 201, Vero Beach, Florida 32960
Telephone: (772) 770-9622	Email: jschulke@sbsengineers.com

Pre – Application Meeting Date:

DESCRIPTION OF PROPOSED PROJECT:

Outside boat & RV storage

SIGNATURE OF APPLICANT

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with, whether specified herein or not. The granting of approval does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.

William Brognano — **Print name**

Signature

2/27/2025 — **Date**

Notary:

STATE OF: Florida

COUNTY: Indian River

I hereby certify that on Feb. 27, 20 25 personally appeared William T Brognano who is ✓ personally known to me or has ___ produced identification. Type of identification produced: _____.

[SEAL]

Notary Public State of Florida
Kristine L. Grunzweig
My Commission HH 618859
Expires 1/18/2029

Notary Public

My Commission Expires: 1/18/2029

FORM A

CITY OF SEBASTIAN
HOME OF PELICAN ISLAND

COMMUNITY DEVELOPMENT DEPARTMENT
1225 MAIN STREET ■ SEBASTIAN, FLORIDA 32958
TELEPHONE (772) 589-5518 ■ www.cityofsebastian.org

RECEIVED
OCT 17 2025
BY:

DEVELOPMENT REVIEW APPLICATION

- ☐ Accessory Structure Reviewed by P\Z
- ☐ Administrative Variance (Fence or Septic System)
- ☐ Easement (Abandonment)
- ☐ Special Use Permit\Special Exception
- x Conditional Use Permit (Commercial)
- ☐ Conditional Use Permit (Model Homes)
- ☐ Board of Adjustment (Appeal)
- ☐ Board of Adjustment (Variance)

Project Name: AMERON RV & BOAT STORAGE Total Site Area: 3.76 Acres\SF

Parcel ID: 31390700000300000009.3

Address of Site: 45 ASHBURY BLVD, SEBASTIAN, FL 32958

Proposed Use: OUTDOOR STORAGE Land Use: Zoning:

Applicant Name: WILLIAM BROGNANO

Address: PO BOX 780874, SEBASTIAN, FL 32978

Telephone: 772-589-1299 Email: AMERONH@AOL.COM

Applicant (If not owner, written authorization (notarized) from owner is required)

Owner: WILLIAM BROGNANO AND TODD BROGNANO

Address: PO BOX 780874, SEBASTIAN, FL 32978

Telephone: 772-473-0469 Email: AMERONH@AOL.COM

Date Received: 10/17/25 Fee Paid: $450.00 ck# 84210 Received by: JS

Surveyor:	CIVILSURV DESIGN GROUP INC
Address:	444 4TH LN SW VERO BEACH, FL 32962
Telephone: 772-323-2244	Email: SWORACK@CIVILSURV.COM
Engineer:	JOSEPH SCHULKE (SCHULKE, BITTLE & STODDARD LLC)
Address:	1717 INDIAN RIVER BLVD., STE 201 VERO BEACH, FL 32960
Telephone: 772-770-9622	Email: JSCHULKE@SBSENGINEERS.COM

Pre – Application Meeting Date:

DESCRIPTION OF PROPOSED PROJECT:

CONDITIONAL USE PERMIT for OUTDOOR STORAGE FACILITIES IN CG ZONING DISTRICT IN THE TRIANGLE OVERLAY DISTRICT

(52

SIGNATURE OF APPLICANT

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with, whether specified herein or not. The granting of approval does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.

William T Bozgnano — **Print name** | **Signature** | 10/17/2025 — **Date**

Notary:

STATE OF: Florida

COUNTY: Indian River

I hereby certify that on Oct 17, 2025 personally appeared William T Bozgnano who is ✓ personally known to me or has ___ produced identification. Type of identification produced: _____.

[SEAL]

Notary Public State of Florida
Kristina L. Grunzweig
My Commission HH 618859
Expires 1/18/2029

Notary Public

My Commission Expires: _____

FORM D

CITY OF SEBASTIAN

CITY COUNCIL STAFF REPORT

DATE	January 28, 2026
TO	Honorable Mayor and City Council
THRU	Brian Benton, City Manager
FROM	Cynthia Watson, Human Resources Director
SUBJECT	City Council Discussion and Consideration on filling the City Attorney Position

EXECUTIVE SUMMARY

On January 7th, 2026 City Council conducted interviews and had a Special Meeting for the purpose of hiring a City Attorney. City Council decided to table the decision to hire a new City Attorney and allow the Human Resources Department to bring back a contract proposal from Mr. Jim Stokes to be considered at the January 28th City Council meeting. Mr. Stokes has provided a proposed contract to provide services as the City Attorney going forward as an independent contractor. The City would not be responsible for providing employee benefits or pay out / severance package upon separation.

Staff is also providing Cover Letters and Resumes from the 2 candidates (Mr. John J. Anastasio and Mr. Manny Anon Jr.) that were interviewed on January 7th to be considered during your discussion.

RECOMMENDATION

Staff requests City Council to consider the contract proposal provided by Mr. Stokes along with the 2 City Attorney candidates who were interviewed on January 7th and provide direction to Staff.

ATTACHMENTS:

1. Cover Letter / Resume – John J. Anastasio
2. Cover Letter / Resume – Manny Anon Jr.
3. Contract Proposal – Jim Stokes

FUNDING SOURCE:

Expenditure required	Amount Budgeted:	Funding source
N/A	N/A	N/A

Additional Funds Needed: $ 0.00

John J. Anastasio
Counselor-At-Law
3601 South East Ocean Boulevard, Suite 203
Stuart, Florida 34996
(772) 286-3336
E-mail: John@pallaw.net

If we could read the secret history of our enemies, we should find in each man's life, sorrow and suffering enough to disarm all hostility.

- Longfellow

16 October 2025

Cynthia Watson, MPAIR, PHR
Human Resources Director
City of Sebastian
1225 Main Street
Sebastian, Florida 32958

Re: Sebastian City Attorney
Job Number 2526.07

Dear Ms. Watson:

I am excited to again apply for the position of City Attorney for the City of Sebastian. I was a finalist last time, which was decided against me by a 3 to 2 vote on the City Council in the last round of voting. As an experienced attorney with a strong background in municipal and administrative law, I am confident in my continuing ability to meet the requirements and expectations outlined in the job description and be the ideal candidate you are seeking.

With my forty years of progressively responsible legal experience, including years in the public sector and local government law, I have developed a deep understanding of the legal interests and assets of the City. I am committed to using my expertise to provide the most effective solutions to legal problems, while also ensuring that all actions are in compliance with applicable laws and regulations.

As a leader and manager, I understand the importance of being responsive and knowledgeable, and I strive to maintain open communication and collaboration with all elected officials, and department heads. I am confident in my ability to identify the legal means to achieve desired outcomes, while always maintaining the highest level of professionalism, ethics, and dedication.

In addition to my experience in municipal and administrative law, I have a strong background in zoning and land use, as well as expertise in various other areas, including environmental, contractual, employment, historic preservation, and public utilities. I am also knowledgeable in administrative matters and proceedings, city charter and code of ordinances issues, code enforcement, contract law, drafting and reviewing ordinances and resolutions, ethics laws, constitutional law, applicable federal and state laws, litigation, municipal leases and agreements, and public records and sunshine law matters.

Since our last interaction I have authored further Blueprints if you would like me to include them in the application.

I am confident that my skills and experience make me an excellent fit for the position of City Attorney for the City of Sebastian. Thank you for considering my application. I look forward to the opportunity to contribute to the success of the City, and I greatly look forward to hearing from you again.

Cordially,



JOHN J. ANASTASIO

3601 South East Ocean Boulevard, Suite 203
Stuart, Florida 34957
john@psllaw.net (772) 286-3336

SUMMARY

A highly experienced and strategic legal professional with over 40 years of practice in local government law, representing government entities, officials, employees, and citizens. Adept in both litigation and appeals, with extensive experience in administrative, local, state, and federal administrative and judicial proceedings, including jury trials, as well as transactional work. These diverse fields include:

Environmental law
Community Redevelopment law
Code Enforcement
Public employee discipline under chapter 112
Employee grievances and hearings
Public Employment Relations Commission
Federal and Florida Tort Claims Act
Fair Labor Standards Act (FLSA)
Drug Free Workplace and testing
Occupational Health and Safety Act (OSHA)
Health Insurance...Act (HIPAA)
Equal Opportunity Employment Comm. (EEOC)
Ethics and voting conflicts
Eminent domain/inverse condemnation/takings
Rate setting and impact fees
Housing issues, including sober homes
Planning, zoning, and land development law
Chapter 120 Administrative Procedures Act
Sunshine and Public Records law
Labor Contract Arbitration
Local government Section 1983 liability
Real estate and foreclosure/lien law
Family Medical Leave Act (FMLA)
Americans With Disabilities Act (ADA)
Regulatory drafting and analysis
Commercial, and contract constructions
Florida Commission on Ethics
All Bankruptcy chapters
First Amendment issues
Emergency management (Stafford Act)
Insurance issues, including cyber
Risk Protection Orders

EXPERIENCE

LOCAL GOVERNMENT LAW EXPERIENCES:

Counsel to the Honorable Joann Faiella
Mayor, City of Port Saint Lucie
Commissioner, Saint Lucie Fire District

- Provided expert legal advice to former Mayor, resulting in successful resolution of numerous complex legal issues.
- Engaged in daily legal advice on all aspects of local government law, including planning, zoning, and land development law, community redevelopment law, public records law.
- Successfully defended public records and Sunshine law litigation, resulting in the dismissal of all charges against Mayor Faiella.
- Successfully defended defamation litigation against Mayor Faiella.

Municipal Attorney's Office
Young Dorsey & Fisher

- **Served under Senator John Dorsey, senior partner as the Municipal Attorney, providing day-to-day legal support for municipalities including Butler, Dover, East Hanover, Montville Municipal Utilities Authority, and Special Counsel for Parsippany on employment issues.**

- **Provided comprehensive legal counsel on a wide range of municipal law issues, including: legal advice during public meetings, zoning and land use regulations, redevelopment and housing laws, police and employee discipline matters, state and federal labor laws, Public Employment Relations Commission (PERC) matters, eminent domain issues, construction and contract disputes, municipal tax appeals, FERC-related municipal electric company issues, public records and public meeting acts compliance, ordinance and resolution drafting, guidance during public meetings, real property tax appeals, and MUA-related rate making methodology.**

Attorney for the statutory Mount Arlington, Municipal Investigating Committee

- **Led a closed-door investigation of the Mount Arlington Police Department, authorized by statute. Developed and implemented procedures for conducting investigation and disciplinary hearings, and provided expert legal advice to the governing body and the investigating committee throughout the proceedings. Drafted charges against the defendants and ensured full compliance with legal requirements.**

Special Prosecutor for Mount Arlington

- **Successfully prosecuted the Chief of Police and two other officers for violation of municipal regulations**

Authority Attorney for the Dover Housing Authority

- **Handled housing development, Section 8 low-income housing, and related administrative and liability issues**

Eminent Domaine Commissioner

- **Served as a Commissioner appointed by the Superior Court to conduct a comprehensive inquiry into the valuation of condemned property, leading to recommendations and findings on real property valuation.**

SELECTED EXPERIENCES:

- Successfully challenged public records retention regulations in an administrative rule challenge before the Division of Administrative Hearings, resulting in the State of Florida adopting a valid system for public records retention while defending a mayor.

- Represented clients in numerous successful career service hearings under Chapter 112, including the only successful Career Service Board hearing in the Saint Lucie County Sheriff's Office, as well as other successful local government administrative hearings.

- Possess extensive litigation experience in public records and Sunshine law litigation, leading to the dismissal of all charges against Mayor Faiella.

- Appealed more than 100 cases in state and federal courts, resulting in numerous reported appeal decisions, including *Finnegan v. Deutsche Bank Nat'l Tr. Co.*, 96 So. 3d 1093 (Fla. 4th DCA 2012) and *Dominko v. Wells Fargo Bank, N.A.*, 102 So. 3d 696 (Fla. 4th DCA 2012)) in real property foreclosure law, *Mancini v. Personalized Air Conditioning & Heating*, 702 So. 2d 1376 (Fla. 4th DCA 1997) in defamation law, *Dalem v. Dep't of Corr.*, 720 So. 2d 575 (Fla. 4th DCA 1998) in public employee termination before Public Employees Relations Commission, *Gramm v. Port St. Lucie*, 574 So. 2d 1163 (Fla. 4th DCA 1991) and *Bernas v. Knowles*, 648 So. 2d 272 (Fla. 4th DCA 1995) in police discipline, *Rauch v. Rauch*, 711 So. 2d 582 (Fla. 4th DCA 1998) in the application of the full faith and credit provision of the United State constitution, *Janos v. State*, 763 So. 2d 1094 (Fla. 4th DCA 1999) in the double jeopardy clause of the constitution.

- Authored several studies pertaining to local government legal operations, including *A Blueprint for the City of Delray Beach City Attorney's Office*, mapping out most aspects of a City Attorney's Office, A *Blueprint for the Village of Indiantown Village Attorney's Office*, mapping out a Village Attorney's Office for a startup community, *A Blueprint for the Indian River State College General Counsel's Office*, for a startup General Counsel's Office, and *The Municipal Investigating Committee Handbook*, mapping out procedures for the conduct of an investigating committee.

- Practiced in diverse areas of law, including civil trial, criminal trial, family law, civil rights law, real estate development, bankruptcy, and immigration.

- Appointed by the court as guardian ad litem for a minor in a multi-million-dollar settlement, resulting in the reduction of the minor's attorney fees by $250,000.00.

- Served as a member of the Supreme Court's E-service Committee and filed a petition for Writ of Certiorari before the United States Supreme Court.

EDUCATION

FORMAL EDUCATION:

Juris Doctor, Seton Hall University
Bachelor of Arts in Government with a minor in Labor Relations, Seton Hall University
M.P.A. Program (discontinued to attend law school), New York University

PROFESSIONAL DEVELOPMENT:

Participated in various legal seminars, including the Association of Municipal Attorneys Annual Seminar, Annual Environmental Law Seminar, City, County & Local Gov't Law Certification Review, Sunshine Law and Records & Ethics, Public Employment Labor Relations Forum, Civil Trial Certification Review, Criminal Trial Certification Review, Appellate Law Certification Review, Advanced Legal Writing and Drafting, Circuit Court Mediator Certification, and more.

PROFESSIONAL AFFILIATIONS & ACTIVITIES

- Member, Florida Bar Traffic Rules Committee (1992-1996, 2010-2014), served as Chairperson in 2012
- Member, Florida Bar Rules of Judicial Administration (2010-2011)
- Member, Florida Bar City, County & Local Government Law and Environmental and Land use Sections
- Pro Bono Awards: Received numerous awards for service from Florida Rural Legal Services, including nomination for Statewide Pro Bono Award
- Member, Military Operations Research Society (MORS)
- Member, Society for Human Resource Management

ADMITTED TO PRACTICE

- Florida Supreme Court
- U.S. Court of Appeals for the 11th Circuit
- United States Supreme Court
- Middle, Northern, and Southern Federal District Courts in Florida
- U.S. Court Southern District of Florida (Member of Arbitrator Panel)

SKILLS

MANAGEMENT:

- Successfully managed a law practice with 1 to 4 employees for over 36 years.
- Led the Florida Bar Traffic Rules Committee in drafting court rules, overseeing 40 judges, state attorneys, public defenders, clerks, and motor vehicle administrators.

IT:

- Proficient in Microsoft Office Suite, including Word, Excel, Outlook, Access, PowerPoint, and Project.
- Experienced in electronic document analysis, such as eDiscovery, mapping graphics with Earth Pro, creating and editing PDFs with Adobe Acrobat DC, document assembly with HotDocs, and using litigation software like Case Map Suite and Dragon 15 Legal.
- Familiar with Workflow Designer 5.31 and PolicyMaker 4.0 for political feasibility analysis.

RESEARCH AND METHODOLOGY:

- Skilled in legal research using Lexis-Nexis, Lexis Advanced, and Westlaw.
- Experienced in social science research techniques like study review, surveys, and focus groups.
- Familiar with physical science research methods, including study design and methodology review.
- Trained in advanced legal writing and drafting, Sigma Six for quality control, root cause analysis and cause mapping, metrology (science of measurement).

PUBLIC POLICY/MANAGEMENT ANALYSIS:

- Experienced in cost-benefit analysis, scenario planning, multicriteria decision analysis, forecasting and horizon scanning, systems analysis, game theory, risk analysis, literature reviews, PERT, critical path method (CPM), SWOT, brainstorming/brainswarming, CARVER plus Shock Matrix, modeling and simulation, and wargaming (business, economic, social, military).
- Trained in risk and probability management and strategic net assessment.

NEGOTIATION:

- Skilled in litigation negotiation, contract negotiation, mediation, and arbitration.

PRESENTATION:

- Skilled in delivering lectures, speeches, trial and appellate presentations, using the Beyond Bullet Points method.

LITIGATION:

- Experienced in federal and state nonjury trials, jury trials, administrative hearings, grievance hearings, and appeals, including the Florida state trial level and appeals courts, the Middle, Northern, and Southern United States District Courts of Florida, the Eleventh Circuit Court of Appeals, and the Supreme Court of the United States.

October 8, 2025

Mayor Bob McPartlan, Vice Mayor Fred Jones & City Council Members
City of Sebastian
1225 Main Street
Sebastian, FL 32958

Re: Introduction

Mayor McPartlan, Vice Mayor Jones & City Council Members:

As you know, my name is Manny Anon, Jr. and I am a law graduate from The American University Washington College of Law. I am licensed to practice law in both the State of Florida, and The United States District Court of the Southern District of Florida. I am motivated, experienced, enthusiastic, self-sufficient and a proven leader. I am a native Floridian of Cuban descendents. I read, speak, and write Spanish. I have four children: a thirty-six-year-old son, and three daughters, thirty-two, twenty-eight and a four-year-old.

My resume reflects that I have been clerking since my second year of law school. Throughout these past thirty (30) years, I have worked with several different firms, including The U.S. Army Reserve Judge Advocate General Corp, City of Melbourne, City of Sebastian, City of Port St. Lucie, Town of Surfside, City of Miami Attorney's Office, AFSCME Florida Council 79 and The State Attorney's Office. Thus, I have been exposed to various aspects of law including Labor/Employment, Government Municipal Law, Contract and Fiscal Law, Land Use, Public Safety, Florida Public Records and Sunshine Law, and many areas within military law. Throughout these years, I have drafted and argued many pleadings, and briefs before arbitrators, special magistrates, hearing officers, and county, circuit, and administrative judges. As *Melbourne City Attorney* and *Sebastian City Attorney*, I ran the day to day of the office, worked with the Council, City Manager and Department Directors. As a *Senior Assistant City Attorney*, I prepare and review ordinances, resolutions, contracts, other legal documents and handle labor/employment and personnel matters for the City of Port St. Lucie. As an *Assistant Town Attorney*, I prepare and review ordinances, resolutions, contracts, and other related legal documents for the Town of Surfside. As *Deputy General Counsel* for AFSCME Florida Council 79, I have argued over one hundred (100) labor employment arbitration cases and/or administrative hearings, have resolved many other cases through settlement agreements and have negotiated many collective bargaining agreements. As *Region 5 Director/General Counsel*, I ran the day-to-day operations of the office, arbitrated cases, provided labor/employment services, negotiated collective bargaining agreements and supervised 4-5 staff representatives, 2 clericals and one attorney. As an *Assistant City of Miami Attorney*, I was assigned to the litigation department. I tried several cases and have won many other cases on summary judgments.

I am a retired Lieutenant Colonel for The United States Army Reserve Judge Advocate General Corp. I served honorably in both Operation Iraqi Freedom and Operation Enduring Freedom. My last Commander's names are COL Gallun and LTC Daren Grove. If necessary, I can provide you with their contact information for any work ethic questions.

I was the City of Melbourne City Attorney. I ran the day to day of the office, worked with the Council, City Manager and Department Directors. I can provide you with contact information for the City Mayor and City Manager, if necessary. (See References). Also, as you know, I was the City of Sebastian City Attorney. I ran the day to day of the office, worked with the Council, City Manager, City Clerk and Department Directors. I know your current City Attorney and have a great working relationship with City Council and your Department Directors, Chief of Police, City Clerk and City Manager; thus, it would be a smooth and seamless transition between City Attorneys.

I was a Senior Deputy City Attorney for City of Port St. Lucie. I was the Labor & Employment Counsel and advise several departments on any Labor, employment and personnel matters. Also, I draft and review ordinances, resolutions, contracts, legal opinions and other related legal documents for the City. I attended Special Magistrate and other Board Meetings to assure compliance with F.S Ch 162, Code Enforcement, Florida Ethics, F.S Ch 286, Sunshine law and F.S. Ch 119, Public Records laws. I work closely with several directors including Human Resources, Risk Management, Neighborhood Services, Building, Parks & Recreation and Police (see references). My direct supervisor was James Stokes, and he could be contacted on (321) 325-5550 for any work ethic questions, if necessary.

Also, I was employed as Assistant Town Attorney for Town of Surfside. During my tenure, I prepare and review ordinances, resolutions, contracts, legal opinions and other related legal documents for the Town. I attended Commission, Planning and Zoning and other Board Meetings to assure compliance with Florida ethics, Sunshine and public records laws. I worked closely with several directors including Public Works, Building, Code Enforcement, Parks & Recreation and Police. My direct supervisor was Ms. Linda Miller, Esq.

Further, as the Deputy General Counsel and Region 5 Director/General Counsel for AFSCME Florida Council 79, I was responsible for servicing, and providing legal support in labor employment issues, hearings, arbitrations and administrative proceedings in four (4) counties: Monroe, Miami-Dade, Broward, and Palm Beach. This includes about 25 locals and over 11,000 dues paying members. As Deputy General Counsel, I argued over 100 arbitration cases and/or administrative hearings and resolved many other cases through settlement agreements. I negotiated or assisted in many collective bargaining agreements, including the following Local 1363 (JMH), Local 199 (General Employees), Local 1542 (Airport), Local 121 (WASA), Local 3292 (Solid Waste), Local 1554 (Miami Beach), and Local 3293 (North Miami Beach) and many more in Dade and Broward Counties. Also, I advised local officers and employees on basic employment matters in FMLA, FLSA, FCRA, ADA, Workers Compensation, and others. As *Region 5 Director/General Counsel*, I ran the day-to-day operations of the AFSCME Florida Council 79 Region 5 Office and supervised a staff consisting of 4 staff representatives, 2 clericals and one attorney. Also, I continued to arbitrate cases and negotiated collective bargaining agreements for the region. My supervisor was Ms. Alma Gonzalez. She can be contacted at (850) 241-3849 for any work ethic questions, if necessary.

Before AFSCME, I was employed with the City of Miami as an Assistant City Attorney. I was assigned to the litigation department, and carried a caseload of about 70 tort liability cases of which I was responsible from answering the complaint, discovery, and closing argument at trial (Jury or Bench). I represented the Departments of Public Works, Risk Management Police and Fire in tort defense litigation. I had several jury trials and many motion for summary judgments. My direct supervisor was Mr. Charles Mays. He could be contacted at (305) 206-1254 for any work ethic questions you might have.

Thus, I bring to the City of Sebastians City Attorney's Office vast knowledge and experience in litigation, municipal government law, police advisor and labor and employment law within the State of Florida. I have negotiated many collective bargaining agreements as chief negotiator or legal advisor. I have extensive experience in contract administration and drafting articles. I have knowledge of state and federal law, labor and employment laws, F.S Ch 162, Code Enforcement, Florida Ethics, F.S Ch 286, Sunshine law and F.S. Ch 119, Public Records laws, and government municipal law. I am looking for a salary in your upper range which is commensurate with my knowledge and years of experience. If there is anything else, please do not hesitate to contact me. Until then, I remain -

Very truly yours

MANNY ANON, JR., Esq.

MANNY ANON, JR.

Education

THE AMERICAN UNIVERSITY WASHINGTON COLLEGE OF LAW
Washington, D.C., J.D. – May 1992
Activities: Hispanic Law Society Association, Parliamentarian; Phi Delta Phi International Legal Fraternity; Honor Code Committee; Judiciary and Budget Committee; *Honor*: Who's Who Among American Law Students.

UNIVERSITY OF MIAMI, Miami, Florida
B.A. – May 1989, Politics and Public Affair/Chemistry and Biology Minor.
Activities: Pi Sigma Alpha Honor for Political Science Majors; Kappa Sigma Fraternity, Vice President; Student Body Government, Cabinet Member, Chief Justice of the Supreme Court, Intra Fraternity Council Justice and UM Moot Court Finalist.
Honor: Dean's List; Who's Who Among American College Students; Outstanding Young Men of America; Outstanding Young Scholar; National Association of Student Government Award; University of Mimi Leadership Certificate Program; Kappa Sigma Fraternity; Scholarship-Leadership Award; Omicron Delta Kappa Honor Society; and Order of Omega Honor Society.

MIAMI-DADE COMMUNITY COLLEGE, Kendall, Florida
A.A. May 1986, Pre-Legal/Pre-Med.
Honor: Dean's List; Achievement of Excellence Award; Phi Theta Kappa Honor Society, Vice President; Phi Alpha Phi Pre-Med Society, Vice President.

Employment History

CITY OF MELBOURNE
City Attorney, March 2023 – September 2024
I ran day to day of the office, worked with the Council, City Manager and Department Heads

CITY OF SEBASTIAN
City Attorney, February 2020 – March 2023
I ran day to day of the office, worked with the Council, City Manager and Department Head

CITY OF PORT ST. LUCIE, Port St. Lucie, Florida
Sr. Deputy City Attorney, December 2016 – January 2019
Labor and Employment Attorney, Litigation, prepare and review ordinances, resolutions, contracts, and other related legal documents

TOWN OF SURFSIDE, Surfside, Florida
Assistant Town Attorney, July 2014 - November 2014
I prepare and review ordinances, resolutions, contracts, and other related legal documents

AMERICAN FEDERATION OF STATE COUNTY AND MUNICIPAL EMPLOYEES, North Miami, Florida
Deputy General Counsel, September 1999 - January 2014
I provide legal support for AFSCME staff and bargaining unit members in Monroe, Dade, Broward, Palm Beach, Martin and Hillsborough Counties. I handle all labor and employment issues, arbitrations, administrative hearings and negotiations arising out of the collective bargaining agreements.

CITY OF MIAMI ATTORNEY'S OFFICE, Miami, Florida
Assistant City Attorney, February 1997 – September 1999
I was a trial civil litigator doing defense work for the City of Miami. I handle all litigation matters from answering complaints, to closing arguments.

2649 S.E. Emmett Road * Port St. Lucie, Florida 34954 * (305) 219-8083 [C] * mannyanon@yahoo.com

SANDLER & SANDLER, Coral Gables, Florida
Associate, February 1996- October 1996
I handled commercial litigation and personal injuries cases. I drafted pleadings, argued motions, attended motion calendar, and special calendar hearings.

THE LEGAL GROUP, P.A., Miami, Florida
Associate, January 1994 – July 1995
I handled all aspects of personal injury cases.

LAW OFFICES OF CARLOS E. CASUSO, Miami, Florida
Law Clerk, August 1992 – September 1993
I researched, drafted pleadings, letters and memorandums of law

RASSNER RASSNER KRAMMER & GOLD, South Miami, Florida
Independent Research Assistant, March 1992 – May 1992
Researched Commercial and Family Law issues for Mr. Monty Rassner, Esq.

UNIVERSITY OF MIAMI SCHOOL OF LAW LITIGATION SKILLS PROGRAM, Coral Gables, Florida
Visiting Law Student, August 1991 – December 1991
Trial and Pre-Trial skills and practices

GAEBE MURPHY MULLEN & ANTONELLI, Miami, Florida
Law Clerk, June 1991 – December 1991
Research, drafted pleadings, letters and memorandums of law

DADE COUNTY STATE ATTORNEY'S OFFICE, Miami, Florida
Certified Legal Intern, May 1991 – August 1991
I worked all phases of pre-trial preparation, morning calendar, deposition, research, opening argument, direct examination. I assisted in several criminal trials & proceedings.

Community

Services: Port St. Lucie Lion International, National Hispanic Republican Association of Florida, City of Miami Police Department Crisis Prevention Team, Allapattah Chairperson; Allapattah Crime Prevention, Chairperson; Allapattah YMCA, Board Member; Allapattah Community Action, Board Member; Allapattah Promotion, Board Member.
Honors: 2024 City of Melbourne Certificate of Appreciation, 2023 City of Sebastian Certificate of Appreciation, City of Miami Police Department Crisis Prevention Team Certificate of Appreciation; Allapattah Crime Prevention Certificate of Appreciation; State Senator Albert Gutman Certificate of Appreciation and Leadership; City of Miami Mayor Xavier Suarez and Mayor Joe Carollo Award of Appreciation.
Awards: 2024 Home Town Hero, Bronze Star, Meritorious Service Medal-2, Army Commendation Medal-5, Army Achievement Medal-4, Afghanistan Campaign Medal, Iraqi Campaign Medal, Combat Action Badge, Global War on Terrorism Medal, National Defense Service Medal, Army Reserve Components Achievement Medal, Military Outstanding Volunteer Service Medal, Army Service Ribbon, Army Reserve Components Overseas Training Ribbon, Marine Corps Certificate of Appreciation, USASETAF Certificate of Appreciation, USASETAF Commander's Coin, 5th Corp Certificate of Appreciation, 5th Corp Commander's Coin, 174th Commander's Coins and 478th Commander's Coin.

2649 S.E. Emmett Road * Port St. Lucie, Florida 34954 * (305) 219-8083 [C] * mannyanon@yahoo.com

REFERENCES

1. **JAMES STOKES**
   Former Port St. Lucie City Attorney
   Brevard County Clerk of Courts
   Office of the Inspector General
   2825 Judge Fran Jamieson Way
   Viera, Florida 32940
   Phone: 321-325-5550
   jim.stokes@brevardclerk.us

2. **RICHARD DEL TORRO**
   (St. Lucie County Sheriff)
   Phone: 772-370-7782
   richarddeltoro@yahoo.com

3. **PAUL ALFREY**
   Mayor City of Melbourne
   900 E. Strawbridge Road
   Melbourne, Florida 32901
   321-508-4339
   paul.alfrey@mlbfl.org

4. **JENNI LAMB**
   City Manager City of Melbourne
   900 E. Strawbridge Road
   Melbourne, Florida 32901
   321-288-3215
   jlamb@mlbfl.org

5. **HON. JOLIEN CARABALLO**
   City of Port St. Lucie
   121 SW Port St. Lucie Blvd.
   Port St. Lucie, Florida 34984
   Phone: 772-871-5159
   jolien.caraballo@cityofpsl.com

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT made and entered into this _____ day of January 2026 by and between the City of Sebastian, a Florida Municipal Corporation (hereinafter referred to as "City") and James D. Stokes (hereinafter referred to as Attorney) pursuant to the following terms and conditions.

WHEREAS, the City desires to retain James D. Stokes as City Attorney for the City of Sebastian on a contractual basis; and

WHEREAS, the City expects Attorney to perform all the responsibilities and obligations required as City Attorney, as illustrated in Section III of this Agreement and pursuant to the City Charter, Codes and Ordinances, and applicable State and Federal regulations; and,

WHEREAS, Attorney is willing to enter into a relationship with the City of Sebastian to perform the services as provided.

NOW THEREFORE in consideration of the mutual covenants contained herein, the City and Attorney, hereby agree as follows:

I. APPOINTMENT

The City hereby appoints James D. Stokes as the City Attorney of the City of Sebastian effective February 1, 2026.

II. TERM OF AGREEMENT

The term of this Agreement will continue until either party terminates the Agreement with sixty (60) days written notice. Written notice from the City will be presented by the City Manager as an authorized agent of the City only after such action has been directed by the City Council.

III. DUTIES OF THE CITY ATTORNEY

It is understood that James D. Stokes has been retained to act as City Attorney to provide general legal representation to the City as prescribed by the City Charter.

These duties include providing legal services to the City Council, and functioning as legal counsel to the City Clerk, City Manager, and City Clerk as requested. This mission will include, but not limited to, representation in the areas of general local government law, employment law, land use law, real property law, environmental law, election law and constitutional law. Specific duties include:

1. Attendance at Regular and Special Meetings of the City Council and attendance at the meetings of the Planning and Zoning Commission.
2. Attendance and representation of the City at quasi-judicial board meetings other than City Council meetings.

3. Attendance and representation of the City at Special Magistrate hearings. Drafting of pleadings, orders, and related documents pertaining to Special Magistrate hearings.
4. Providing legal advice on general matters of the City to members of the City Council.
5. Maintaining office hours for the purpose of advising the City Manager, City Clerk, and Department Directors on general legal matters that arise while conducting the day-to-day operations of the City. The City shall provide secretarial, office space, equipment, and other administrative support for this function.
6. Drafting and executing resolutions, ordinances, agreements, contracts and other legal documents as required by the City Council, the City Manager or the City Clerk.
7. Administrating the City's general liability claims.
8. Other matters that are deemed mutually agreeable between the parties that are not provided above.
9. Attorney shall be available 24/7 to the Council, City Manager, City Clerk, and Department Directors. He shall be physically in the office a minimum of three (3) days per week, in addition to the evening meetings set-forth herein, for a minimum of thirty (30) hours per week on average. Specific days of the week shall be coordinated with the City Manager to insure the most comprehensive support for City operations. Absences for vacation or continuing legal education shall be coordinated with the City Manager, but shall never be in conflict with a City Council meeting.

IV. COMPENSATION

The City will compensate Attorney at a rate of $16,500 per month, exclusive of complex litigation or matters assigned to insurance counsel. Attorney shall remain an independent contractor and shall not be entitled to any employee benefits. City Council retains the right to assign special projects to Attorney which may be compensated separately, or provide an earned bonus at their sole discretion. City Council shall provide an annual increase to Attorney's compensation at the same time such annual increase is provided to the other Charter Officers.

V. INDEMNIFICATION

As allowed by Section 111.07, Florida Statutes, and other applicable law, the City shall defend, save harmless and indemnify Attorney against any tort, professional liability claim/demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring out of Attorney acting within the course and scope of his duties with the City. This provision shall survive termination of this Agreement.

VI. GOVERNING LAW

The Agreement shall be subject to and governed by the laws of the State of Florida and venue for its enforcement shall be in Indian River County, Florida.

VII. MODIFICATIONS

No provision of this Agreement may be changed or modified except by written agreement executed by both parties hereto.

VIII. ENTIRE AGREEMENT

The Agreement constitutes the entire Agreement between the parties and contains all the Agreements described herein between the parties with respect to the subject matter hereof. Said Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter of this Agreement.

IX. NOTICES

All notices, consents, requests, instruction, approvals and other communications provided for herein shall be validly given, made or served in writing and delivered personally or sent by registered or certified mail, postage prepaid, return receipt requested, to the hereinafter designated address:

To the Employer:	City of Sebastian Attn: Mayor 1225 Main Street Sebastian, Florida 32958
With Copy to:	City of Sebastian Attn: City Manager 1225 Main Street Sebastian, Florida 32958
To City Attorney:	James D. Stokes (by hand delivery)

X. ENFORCEMENT

In the event that it should become necessary for either party to retain the services of an attorney to enforce the terms of this Agreement, the prevailing party in any litigation which is brought on this Agreement shall be awarded all of its costs and expenses including but not limited to reasonable attorney's fee. This provision shall apply to such expenses incurred at the trial and all appellate levels, without respect to who is the initiating party and shall apply to an action for declaratory relief if the party instituting its asserts specific contentions concerning the Agreement which are filed upon the Court.

IN WITNESS WHEREOF, the City of Sebastian has caused this Agreement to be executed by its Mayor, duly attested by the City Clerk, and James D. Stokes, as of the day and year first above written.

FOR ATTORNEY:

_____

JAMES D. STOKES

FOR CITY OF SEBASTIAN:

_____

FRED JONES
Mayor

ATTEST:

_____

Cathy Testa
Acting City Clerk

CITY OF SEBASTIAN

CITY COUNCIL STAFF REPORT

DATE	January 28, 2026
TO	Honorable Mayor and City Council
THRU	Brian Benton, City Manager
FROM	Cynthia Watson, Human Resources Director
SUBJECT	Resolution R-26-02 Approving the amendments of the Police Collective Bargaining Agreement from The City of Sebastian, Florida and IUPA to The City of Sebastian, Florida and Palm Beach County Police Benevolent Association, Inc.

EXECUTIVE SUMMARY

The City of Sebastian Police Officers held a secret ballot election on October 30, 2025 through November 25, 2025 to change their representation from International Union of Police Association AFL-CIO (IUPA) to Palm Beach County Police Benevolent Association, Inc. The vote was 37 for Petitioner and 2 against. The Commission verified the results of the election. Pursuant to section 447.307(3)(b), Florida Statutes (2025), the Commission certified the Petitioner (OR-1986-155) as the exclusive collective bargaining representative for all certified Police Officers employed by the City of Sebastian in the classifications of Police Officer and Sergeant. Due to the certification, the Police Union Contract with the City of Sebastian dated October 1, 2025 to September 30, 2028, was amended deleting all IUPA references and replacing with Palm Beach County Police Benevolent Association, Inc.

RECOMMENDATION

Move to consider Resolution R-26-02 Ratifying the amended Collective Bargaining Agreement between The City of Sebastian and Palm Beach County Police Benevolent Association, Inc. for full-time police officer employees.

ATTACHMENTS:

1. Resolution No. R-26-02
2. The Collective Bargaining Agreement between The City of Sebastian and Palm Beach County Police Benevolent Association, Inc.

FUNDING SOURCE:

Expenditure required	Amount Budgeted:	Funding source

Additional Funds Needed: $ 0.00

RESOLUTION NO. R-26-02

A RESOLUTION OF THE CITY OF SEBASTIAN, INDIAN RIVER COUNTY, FLORIDA, DULY RATIFYING THE AMENDED POLICE COLLECTIVE BARGAINING AGREEMENT FROM THE CITY OF SEBASTIAN, FLORIDA AND IUPA TO THE CITY OF SEBASTIAN, FLORIDA AND PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, INC. AUTHORIZING THE CITY MANAGER TO NOTIFY ALL PARTIES OF THE CITY'S RATIFICATION AND CAUSE SAID THREE YEAR CONTRACT TO BE PUT INTO EFFECT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 7, 2026, the Sebastian Police Officers voted to change their representation from the International Union of Police Association, AFL-CIO (IUPA) to Palm Beach County Police Benevolent Association, Inc. and is certified by the Florida Public Employees Relations Commission as the Bargaining Unit for police officers of the City of Sebastian; and

WHEREAS, forty-one (41) of the City of Sebastian police officers covered by the said Collective Bargaining Agreement have voted, with thirty-seven (37) of those employees voting to accept same.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEBASTIAN, INDIAN RIVER COUNTY, AS FOLLOWS:

SECTION 1. RATIFICATION. The amended Collective Bargaining Agreement is hereby ratified.

SECTION 2. CITY MANAGER AUTHORIZATIONS. The City Manager is authorized to notify all parties of this ratification and to cause said the amended Collective Bargaining Agreement to be put into effect.

SECTION 3. CONFLICTS. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 4. SEVERABILITY. In the event a court of competent jurisdiction shall hold or determine that any part of this Resolution is invalid or unconstitutional, the remainder of the Resolution shall not be affected and it shall be presumed that the City Council of the City of Sebastian did not intend to enact such invalid or unconstitutional provision. It shall further be assumed that the City Council would have enacted the remainder of this Resolution without said invalid or unconstitutional provision, thereby causing said remainder to remain in full force and effect.

SECTION 5. SCRIVENER'S ERRORS. Sections of this resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, or the City Manager's designee, without need of further action of the City Council

by filing a corrected copy of same with the City Clerk.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

Mayor Fred Jones	_____
Vice Mayor Bob McPartlan	_____
Council Member Christopher Nunn	_____
Council Member Ed Dodd	_____
Council Member Sherrie Matthews	_____

The Mayor thereupon declared this Resolution, as modified upon reconsideration, duly passed, and adopted this 28th day of January, 2026.

CITY OF SEBASTIAN

_____
Fred Jones, Mayor

ATTEST:

_____
Catherine E. Testa
Acting City Clerk

Approved as to form and legality for reliance by the City of Sebastian only:

_____
James Stokes, Interim City Attorney

COLLECTIVE BARGAINING AGREEMENT

Between

THE CITY OF SEBASTIAN, FLORIDA

And

PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, INC.

Contract Term From:

October 1, 2025 to September 30, 2028

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AGREEMENT

Section 1. This Collective Bargaining Agreement ("Agreement") is entered into by and between the City of Sebastian, Florida, ("City" or the "Employer"), and the Palm Beach County Police Benevolent Association, Inc. (hereinafter referred to as PBA or the Union). It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto; to provide an orderly, prompt, and peaceful means of resolving disputes involving interpretation or application of this Agreement; and to set forth herein basic and full agreement between the parties concerning wages, hours, and terms and conditions of employment.

Section 2. Upon the effective date of this Agreement, it shall supersede and supplant that certain Agreement between the City and PBA expiring September 30, 2028 and any supplemental agreements, thereto or thereunder.

Section 3. Throughout this Agreement, masculine gender pronouns shall be read to include feminine gender where appropriate.

PREAMBLE

Whereas, the intent and purpose of this Agreement is to maintain and further harmonious and cooperative labor management relations upon a constructive and sound foundation; and

Whereas, the cornerstone of this foundation is the mutual acceptance and recognition of the rights and obligations of both parties, in order that the joint responsibilities of the public employer and public employee to represent the public be fulfilled and the order and uninterrupted functions of government be assured; and

Whereas, the City is engaged in furnishing essential public services vital to the health, safety, protection, comfort, and general well-being of the public, and both parties hereto recognize the need for continuous and reliable service to the public; and

Whereas, both the City and its employees have a high degree of responsibility to the public and recognize the need for continuous and reliable service to the public; and

Whereas, since both parties recognize this mutual responsibility, they have entered into this Agreement as an instrument and means to permit them to fulfill said responsibility;

Now therefore, in consideration of the premises and promises set forth herein and the benefits and advantages accruing or expected to accrue to the parties hereto and those covered by this Agreement by reason thereof, said parties hereby agree as follows:

ARTICLE 1
RECOGNITION

1.1: The City of Sebastian hereby recognizes the Palm Beach County Police Benevolent Association, Inc. as the exclusive Bargaining Agent for purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment for all employees covered by the Bargaining Unit.

1.2: The Bargaining Unit for which this recognition is accorded is as defined in Case No. EL 2025-181 (Relates to RC 2025-154) granted by the Public Employees Relations Commission to include, all full-time permanent Police Officers, Detectives and Police Sergeants of the City of Sebastian. Excluded are the Police Chief, Police Captains, Police Lieutenants, Deputy Chief, and Recruits, Reserve or Auxiliary Police of all ranks, managerial, supervisory, or confidential and all other City employees, as well as, any unclassified employees yet to exist, except those identified above.

1.3: The Palm Beach County Police Benevolent Association, Inc. recognizes the City Manager or representative as the sole representative for the purpose of collective bargaining.

ARTICLE 2
ORGANIZATIONAL SURVEY

2.1: The Palm Beach County Police Benevolent Association, Inc. agrees that the City may conduct from time-to-time organizational climate surveys of members of the bargaining unit. The purpose of such surveys is to improve the organizational culture and climate of the various work units and to assist management in providing a more positive work environment for employees.

2.2: Prior to and upon completion of survey activity, the City agrees to meet and confer with the duly elected Palm Beach County Police Benevolent Association, Inc. Employee Representatives to discuss survey content.

2.3: The surveys shall not include any reference to the Palm Beach County Police Benevolent Association, Inc. organization or its representatives.

ARTICLE 3
NO STRIKE OR LOCK OUT

3.1: Strike, as used in this agreement, shall mean the concerted failure of employees to report for duty; the concerted absence of employees from their positions; the concerted stoppage of work by employees; the concerted submission of resignations of employees; the concerted abstinence, in whole or in part, by any group of employees from the full and faithful performance of their duties of employment with the Employer for the purpose of inducing, influencing, condoning, or coercing a change in the terms and conditions of employment or the rights, privileges or obligations of public employment, or participating in a deliberate and concerted course of conduct which adversely affects the services of the Employer; the concerted failure of employees to report to work after expiration of a collective bargaining agreement.

3.2: The Palm Beach County Police Benevolent Association, Inc. recognizes that it and all acting in concert with it shall be liable to the penalties set forth in Section 447.507, Florida Statutes, in the event of a strike in violation of this Article.

3.3: Employees shall not engage in any walkout, strike, sit-down, or other interference with or interruption of police services during the term of this Agreement. The Palm Beach County Police Benevolent Association, Inc. recognizes that strikes by public employees are prohibited by Article I, Section 6 of the Florida Constitution and Section 447.505, Florida Statutes. The Palm Beach County Police Benevolent Association, Inc. agrees not to authorize, instigate, or otherwise support a strike, as defined in Section 1, above and to take all affirmative action's legally available to prevent or terminate any strike that occurs in contravention of this commitment.

3.4: The City agrees to accept and abide by all the terms and conditions of this Agreement and agrees that during the term of this Agreement it will not lock out employees.

3.5: The City recognizes the right of the Palm Beach County Police Benevolent Association, Inc. to engage in informational picketing as long as such picketing is done in a lawful manner in accordance with Florida Statutes. The Palm Beach County Police Benevolent Association, Inc. agrees that there will be no interference with the free and unrestricted right of any City employee to enter and leave City property.

ARTICLE 4
NON-DISCRIMINATION

4.1: It is agreed that no employee shall be required as a condition of employment to join or refrain from joining the Palm Beach County Police Benevolent Association, Inc.

4.2: The City agrees it will not discriminate against, coerce, or intimidate any employee covered by this Agreement because of membership or non-membership in the Palm Beach County Police Benevolent Association, Inc.

ARTICLE 5
DUES DEDUCTION

5.1: Any member of the bargaining unit covered by this Agreement may authorize a payroll deduction for the purpose of paying Union dues. Such authorization shall become effective only upon receipt by the City payroll section of a fully executed Dues Deduction Form (as authorized).

5.2: Changes in Union membership dues will be in writing and from an official of the Palm Beach County Police Benevolent Association, Inc. Changes must be certified to the City at least thirty (30) days prior to the effective date of that change.

5.3: Dues shall be deducted bi-weekly for as long as the Palm Beach County Police Benevolent Association, Inc. remains the certified bargaining agent for the employees within the unit and promptly remitted to the Palm Beach County Police Benevolent Association, Inc. as it is now remitted and shall be accompanied by a list of those employee's names whose dues are included. Remittance of dues shall occur no later than five days following each payroll cycle.

5.4: The effective date for deducting dues shall be the beginning of the pay period following the date the Dues Deduction Form is signed. All employees currently on dues deduction shall continue without further authorization. The effective date for stopping dues deduction shall be at the beginning of the pay period thirty (30) days following the date the form is signed.

5.5: The Palm Beach County Police Benevolent Association, Inc. agrees to indemnify and hold harmless against any claims, suits, orders, or judgments brought or issued against the City based on any payroll deductions of dues as provided for in this Article.

5.6: The Palm Beach County Police Benevolent Association, Inc. agrees that no employees will collect or attempt to collect dues or assignments at any time during working hours, other than during break periods or periods before or after duty hours, on the City's property.

5.7: No deductions shall be made from the pay of any employee for any payroll period in which the employee's net earnings for that payroll period, after other deductions, are less than the amount to be deducted.

ARTICLE 6
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION

6.1: The City and the Palm Beach County Police Benevolent Association, Inc. agree to full and unequivocal cooperation with each other in eliminating all discrimination and to assure all personnel programs. Policies and assignments are free from discriminatory practices.

The parties recognize that it is mutually beneficial to resolve any problem of alleged discrimination as amicably and expeditiously as possible and agree that each shall make a good faith effort to settle such disputes informally within the Department before any formal complaint is filed.

Nothing in this contract will supersede the following:

- The Fair Labor Standards Act
- Title VII of the Civil Rights Act of 1964, as amended, or by applicable state or local law;
- Title I and Title V of the Americans with Disabilities Act of 1990, as amended or by applicable state or local law and the Rehabilitation Act of 1973, as amended, or by applicable state or local law
- The Age Discrimination of Employment Act of 1967, as amended or by applicable state or local law;
- The Equal Pay Act of 1963, as amended or by applicable state or local law;
- Title II of the Genetic Information Nondiscrimination Act of 2008, or by applicable state or local law;
- Marital status or lawful political affiliation as prohibited under Federal Law and Florida Statutes or applicable local law.

6.2: The Palm Beach County Police Benevolent Association, Inc. agrees to fully support the principles of Equal Employment Opportunity. The Palm Beach County Police Benevolent Association, Inc. shall be included in the negotiation of any future consent decrees that affect the Palm Beach County Police Benevolent Association, Inc. and its members. The Palm Beach County Police Benevolent Association, Inc. and the City agree to abide by any future court-approved consent decree to which both parties have consented.

ARTICLE 7
LABOR MANAGEMENT COMMUNICATIONS

7.1 The City agrees that periodic meetings, mutually agreed upon, between Association Representatives and the City's employee relations officials may be held to discuss problems and objectives of mutual concern involving the implementation and administration of this Agreement. The function of these meetings will be to discuss general matters pertaining to employee relations. Palm Beach County Police Benevolent Association, Inc. representation shall be limited to elected board members during Labor Management meeting. The Palm Beach County Police Benevolent Association, Inc. representation shall be limited to three (3) Unit Representatives during Labor Management meetings. The Palm Beach County Police

Benevolent Association, Inc. may bring as many officials as deemed necessary. Prior to the meeting, both parties agree to identify who will be present.

ARTICLE 8
PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, INC. REPRESENTATION

8.1: The Employer agrees to recognize elected officers and Union Representatives of the Palm Beach County Police Benevolent Association, Inc. The Employer agrees that during the terms of this Agreement it will deal only with such authorized representatives in matters requiring official action by the parties in accordance with this Agreement.

8.2: The Palm Beach County Police Benevolent Association, Inc. shall appoint (2) bargaining unit members to serve as the Unit Representatives and the Alternate Unit Representatives for all employees. The Unit Representatives and the Alternate Unit Representatives shall be City employees on payroll status and shall be responsible for labor relation activities associated with the administration of this Agreement. Furthermore, Unit Representatives shall be responsible for the coordinating and processing of grievances for all the Local Union members, and shall conduct activities to avoid overlapping or duplicating services of any other union representatives. These activities shall be conducted without disrupting the work of any City employee.

8.3: The Palm Beach County Police Benevolent Association, Inc. agrees that Unit Representatives shall not be permitted to leave their assigned duty stations during working hours without authorization of their Supervisor or the Police Chief. The Palm Beach County Police Benevolent Association, Inc. agrees to conduct all Palm Beach County Police Benevolent Association, Inc. business outside of normal working hours in order not to disrupt the work of any City employee. This shall not preclude the grievance procedure from being conducted during normal working hours.

8.4: The City agrees to allow up to three Representatives of the Palm Beach County Police Benevolent Association, Inc. who are on duty at the time negotiations take place with the City and the Palm Beach County Police Benevolent Association, Inc., time away from their regular duties/shift assignments to participate without loss of wages or benefits as long as it does not create a manpower/shift shortage. This will be done with the knowledge and permission of the Police Chief or designee.

ARTICLE 9
BULLETIN BOARD

9.1: The City agrees to allow the Palm Beach County Police Benevolent Association, Inc. the use of a bulletin board of reasonable size and department e-mail for the posting of notices of its official business pertaining to its members and to other employees. No scurrilous, defamatory, or otherwise objectionable material will be posted or emailed. The parties agree that the usage of such bulletin boards and emails will be to promote employee-employer relations, as well as keep the members and other employees informed of its activities.

9.2: Copies of all materials, notices, or announcements shall be submitted to the Police Chief or designee, before they are posted. All notices shall be signed by a duly authorized Palm Beach County Police Benevolent Association, Inc. representative.

9.3: All costs incidental to the preparation and posting of Palm Beach County Police Benevolent Association, Inc. material will be borne by the Palm Beach County Police Benevolent Association, Inc.; Palm Beach County Police Benevolent Association, Inc. is responsible for posting and removing approved materials on the designated bulletin board and for maintaining such bulletin board in an orderly condition.

ARTICLE 10
PERSONNEL RECORDS

10.1: Each employee covered by this Agreement, shall have the right to inspect his official personnel files, provided however, that such inspection shall take place during working hours at the location where the official personnel files are kept. There shall be a personnel file maintained by the Police Department that shall be considered the official personnel file for purposes of personnel actions. This file shall be maintained by the Police Department and be under the control of the Police Chief or designee; copies of disciplinary actions shall be forwarded to the Human Resources Director electronically for information purposes.

10.2: The City will have the employee sign for a copy of any adverse action document to be placed in the employee's personnel file prior to the document being placed into the files. Employees shall have the right to file a written response to any letter of reprimand or other document that is placed in the employee's personnel file as a result of supervisory action or citizen complaint. Any such written response shall be included in the employee's personnel file together with the letter of reprimand or other document against which it is directed. To the extent permitted by law and in order to protect the privacy and promote the safety of individual police officers, the City agrees not to directly or indirectly furnish the news media or public with any employee's home address, telephone number, photograph, and/or personnel records without the employee's consent. The City will abide by Florida's Public Records Law, Florida Statute Section 119.701 or as amended.

10.3: The Palm Beach County Police Benevolent Association, Inc. agrees not to directly or indirectly furnish the news media or the public with personnel records without the consent of the City and the employee, thus mutually agreeing to the confidentiality of personnel records other than required by law.

10.4: Written reprimands shall not be used when considering subsequent discipline where an officer has no disciplinary action against him after receiving two (2) or more performance evaluations from the issuance of the reprimand as long as the same or a similar situation has not occurred.

10.5 Unit employees shall have the right to file a written response to any letter of reprimand or other document, which is placed in the employee's official personnel file, subsequent to the supervisory action or citizen complaint. At the unit employee's request, any such written response shall be included in the employee's official personnel file together with the letter used for the reprimand or other document to which it is directed.

ARTICLE 11
RIGHTS OF LAW ENFORCEMENT OFFICERS WHILE UNDER INVESTIGATION, INTERNAL INVESTIGATIONS AND OBLIGATIONS TO THE PUBLIC

11.1: The parties recognize that the security of the City and its Citizens depends to a great extent upon the manner in which the employees covered by this Agreement perform their various duties. Further, the parties recognize that the performance of such duties involves the employees in all manner of contacts and relationships with the public, and out of such contacts and relationships, questions or complaints may arise concerning the actions of employees covered by this Agreement. Investigation of such questions and/or complaints must necessarily be conducted by, or under the direction of, departmental sworn supervisory officials whose primary concern must be the security of the City and preservation of the public interest.

A. In order to maintain the security of the City and protect the interests of its citizens, the parties agree that the City must have the unrestricted right to conduct investigations of citizen complaints and matters of internal security; provided, however, that any investigative interrogation of any employee covered by this Agreement relative to a citizen's complaint and/or a matter of internal security shall be conducted under the following conditions and in accordance with Florida Statute Chapter 112 which is incorporated herein in its entirety as a part of this agreement (should Florida Statute 112 be amended during this Agreement, such amendment shall automatically be incorporated herein):

(1) The interrogation shall be conducted at a reasonable hour, preferably at a time when the employee is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required.

(2) The employee under investigation shall be informed of the nature of the investigation prior to any interrogation and no later than forty-five (45) calendar days after the investigation is initiated. The employee shall be informed of the names of all complainants. All identifiable witnesses shall be interviewed, whenever possible, prior to the beginning of the investigative interview of the accused officer. The complaint and all witness statements shall be provided to the officer who is the subject of the complaint prior to the beginning of any investigative interview of that officer. An officer, after being informed of the right to review witness statements, may voluntarily waive the provision of this paragraph and provide a voluntary statement at any time.

(3) The employee under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, the interrogation officer, and all persons present during the interrogation. All questions directed to the employee under interrogation shall be asked by and through one (1) interrogator during any one investigative interrogation only, unless specifically waived by the subject officer.

(4) Interrogation sessions shall be for reasonable periods and shall be timed to allow for such rest periods as are reasonably necessary. All interrogations shall be held at the headquarters of the Sebastian Police Department.

(5) At the request of the employee under investigation, he/she shall have the right to be represented by counsel or any other representative of his/her choice, to be present at all times during such interrogation.

(6) The formal interrogation of an employee, including all recess periods, shall be recorded, and there shall be no unrecorded questions or statement.

(7) If the employee under interrogation is under arrest or is likely to be placed under arrest as a result of the interrogation, he/she shall be completely informed of all his/her *Miranda* and/or *Garrity v. N.J.* rights prior to the commencement of the interrogation.

(8) No employee shall be ordered or be able to volunteer to submit to any device designed to measure the truth of his/her responses during questioning.

(9) During interrogations, the employee shall not be subjected to offensive language or threats of transfer, dismissal, or other disciplinary actions. The interrogator does not have the right to make a promise of reward as an inducement to answering questions.

(10) During interrogations covered hereunder, questions shall be limited to the circumstances surrounding the allegations, which are the subject of the investigation.

(11) In the interest of the internal security and fairness to the employee under investigation (criminal or administrative), the City, employee, and union

representative or agent, insofar as is legally permissible, agree to make no statement concerning the investigation until such time as the investigation has been completed.

(12) An employee under investigation may obtain a copy of any written statement he/she has executed.

(13) In all cases wherein an employee is to be interrogated concerning an alleged violation of the department's Rules and Regulations which, if proven, may result in his/her dismissal or in some other disciplinary measure, he/she shall be afforded a reasonable opportunity and facilities to contact and consult privately with an attorney of his/her choice and a representative of the Palm Beach County Police Benevolent Association, Inc. before being interrogated. However, except by mutual agreement, the interrogation may be postponed for no more than forty-eight (48) hours to provide this opportunity.

(14) No employee will be compelled by the City to speak or testify or be questioned by any non-governmental agency.

(15) When an employee is arrested or charged with a criminal offense constituting a misdemeanor or a felony, the employee shall be placed on Administrative Leave without Pay (ALWOP) pending the resolution of the criminal proceedings, subject to the following provisions:

A. A criminal complaint or information shall constitute a rebuttable presumption that a criminal charge is pending against an employee. It shall be the employee's responsibility to keep the department apprised of the progress of the pending criminal matter, including providing proof of this conclusion.

B. Prior to being placed on ALWOP, the employee shall be notified of the Department's intention to invoke this provision and the employee shall have the opportunity to be heard by the Chief of Police prior to a decision being made regarding the invocation of ALWOP.

C. The decision to invoke ALWOP shall be within the sole discretion of the Chief of Police and is non-appealable.

D. Any internal affairs investigation shall be stayed during the period of ALWOP without prejudice to the Department or the employee.

E. Upon conclusion of the criminal matter constituting an acquittal, a nolle prosequi, or a voluntary or involuntary dismissal of the entire criminal matter, the following shall apply:

(1) The employee shall be returned to a paid status.

(2) Whether the employee returns to work or remains in on Administrative Leave with Pay will depend upon the seriousness of the offense, the intention to pursue an administrative or internal affairs investigation, and the likelihood of a retrial. This decision shall be within the sole discretion of the Chief of Police.

(3) Upon conclusion of any administrative or internal affairs investigation, should the recommended discipline be anything other than termination, the

employee shall receive back-pay for the period of time that the employee was on ALWOP.

(4) In the event the employee is terminated from employment, no back-pay shall be awarded for the period of ALWOP and the date of termination shall be retroactive to the date ALWOP took effect.

(5) In the event criminal charges are refiled, the ALWOP shall again be invoked.

F. In the event of a criminal conviction, the employee shall remain on ALWOP during an administrative or internal affairs investigation and, should the employee be returned to work subsequent to the investigation, no back-pay shall be awarded to the employee for the period of ALWOP.

G. The period of ALWOP (whether resulting in back-pay or not) shall neither constitute a punishment, nor preclude any punishment, for a violation of the City's Personnel Policies, the Department Policies, or the general rules of good conduct.

(16) During internal investigations, questions shall be limited to the circumstances surrounding the officer's alleged violation of department rules.

(17) The findings of the internal affairs investigation shall be labeled Sustained (guilty as charged), Exonerated (act occurred, but was justified), Unfounded (act did not occur), or Not-Sustained (not guilty). No other terminology may be used.

(18) Only letters of complaints which have been sustained in whole or in part, will be inserted in an officer's personnel record.

(19) The City shall not discipline any employee without just cause or due process; however, the City may discharge any probationary employee without just cause or due process.

(20) Any employee involved in an incident where injury and/or death occurs, shall not be compelled to make any oral or written statements. The employee shall be given the necessary time to consult with his/her attorney prior to any oral or written statements being requested.

A. In any case where the City believes there is just cause for loss of pay or more serious disciplinary action the employee and the Palm Beach County Police Benevolent Association, Inc. shall be notified in writing.

B. In the event an employee becomes the subject of a formal departmental or City investigation arising from a complaint or allegation, the department or the City, whichever is appropriate, shall individually notify the employee of the complaint. Upon conclusion of the formal investigation, the employee will be notified of the disposition of the complaint.

11.2: Notice of Disciplinary Action – No dismissal, demotion, transfer, reassignment, or other personnel action which might result in loss of pay or benefits or which is taken purely as a punitive measure shall be taken against any law enforcement officer unless such law enforcement officer is notified of the action and the reason or reasons therefore prior to the effective date of such action.

11.3: Retaliation for Exercising Rights – No law enforcement officer shall be discharged; disciplined; demoted; denied promotion, transfer, or reassignment; or otherwise discriminated against in regard to his/her employment or be threatened with any such treatment by reason of his/her exercise of the rights granted in this Article.

11.4: If a complaint is brought against a law enforcement officer from any source outside the City's Police Department and the investigation of the complaint is to result in disciplinary action against the law enforcement officer, he/she may request the appointment of a Complaint Review Board within ten (10) working days of notification of discipline identified in 11:2.

A. The Complaint Review Board shall be comprised of three (3) law enforcement officers from any State, County or Municipal agency within Indian River County. One member will be selected by the Police Chief, one by the law enforcement officer against whom the complaint is registered and one who shall be selected by the other two members.

B. The Complaint Review Board shall meet promptly to review the complaint that has been brought, all of the available evidence in the case and an explanation of the case by the law enforcement officer or their representative. The Board shall make a recommendation(s) to the Police Chief for whatever action it deems appropriate.

C. The recommendation(s) of the Complaint Review Board are advisory only and shall not restrict the Police Chief in making a final decision concerning the disciplinary action, if any, to be taken, nor shall it restrict the law enforcement officer's right to grieve any disciplinary action that results from the complaint.

11.5: No law enforcement officer shall be disciplined, except termination or written reprimand, until such time as the law enforcement officer's grievance appeal (excluding arbitration) of the discipline is completed or until the time frame for a grievance has expired.

11.6: Administrative investigations will be conducted in conformance with Florida law and current policies and procedures of the Police Department, provided they are in compliance with F.S.S. Chapter 112.

ARTICLE 12
LEGAL BENEFIT

12.1: The City shall, upon the request of any employee covered by this Agreement and after notice of the suit against the employee has been received by the Office of the City Attorney, within ten (10) days after service upon the employee, undertake the defense of that employee against any civil damage suit in which the Complainant in the suit alleges that the employee was acting within the scope and course of his/her employment and does not allege that the employee acted in bad faith, or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

12.2: The City shall, upon the request of an employee covered by this Agreement and after notice of the suit against the employee has been timely received by the Office of the City Attorney, within ten (10) days after service upon the employee, undertake the defense of that employee against any civil damage suit in which the Complainant in the suit alleges that the employee was acting within the scope of his/her employment, even if the Complainant also alleges in the alternative that the employee acted in bad faith, or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. However, in those cases in which the City has reason to believe that there exists a substantial factual basis for the allegations in the suit of bad faith, malicious purpose or in actions exhibiting wanton and willful disregard of human rights, safety, or property, the employee shall be notified that he/she must provide his/her defense at his/her own expense, and the City shall not be required to either continue or undertake the defense of the employee.

12.3: In a civil damage suit in which a defense is provided by the City, the City will indemnify that employee against any judgments, except for punitive damages, rendered in that suit against the employee as a result of his/her actions which occurred while he/she was acting within the scope and course of his/her employment, up to the limits specified in 768.28(5), Florida Statutes, as amended.

12.4: At any time after the City has undertaken the defense of an employee in a civil damage suit, the employee, at his/her own expense, may, with the permission of the City, hire counsel of his/her own choice and substitute that counsel, with the consent of the applicable court, for the counsel provided by the City without affecting the employee's rights to indemnification under Section 3 of this Article.

12.5: The employee agrees to cooperate fully with the City if the City undertakes the defense of the employee. Failure to cooperate shall relieve the City of its obligation to defend or indemnify the employee.

ARTICLE 13
MANAGEMENT RIGHTS

13.1: The Palm Beach County Police Benevolent Association, Inc. agrees that the City has and will continue to retain, whether exercised or not, the right to operate and manage its affairs in all respects except as modified by other articles of this Agreement. The rights of the City, through its management officials, shall include but not be limited to the following:

A. To determine the organization of the City Government.

B. To determine the purpose of each of its constituent departments.

C. To exercise control and discretion over the organization and efficiency of operations of the City.

D. To set standards for service to be offered to the public.

E. To manage and direct the employees of the City including the right to assign work and overtime, and to establish, modify, or change rules and regulations applicable to employees covered by this Agreement.

F. To hire, examine, classify, promote, train, transfer, and assign, employees in positions with the City.

G. To suspend, demote, discharge, or take other disciplinary action and impose sanctions for just cause involving deficiencies in performance and/or deficiencies in conduct.

H. To increase, reduce, change, modify, or alter the composition of the work force, including the right to relieve employees from duties because of lack of work and/or lack of funds.

I. To determine the location, method, means, and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made or purchased or to be contracted out or subcontracted.

J. To determine the number of employees to be employed by the City.

K. To establish, change, or modify the number, types, and grades of positions or employees assigned to an organization, department or division thereof, or project.

L. To establish, change, or modify duties, tasks, and responsibilities or requirements within job classifications that are not terms and conditions of employment in the interest of efficiency, economy, technological change, or operating requirements.

13.2: The City Council has the authority and obligation to determine the purpose and mission of the City and the amount of budget to be adopted.

13.3: If, at the sole discretion of the City, it is determined that a civil emergency condition exists including but not limited to strikes, work stoppages, riots, civil disorders, hurricane conditions, or similar circumstances, the provisions of this Agreement may be suspended during the time of the declared emergency, provided that wage rates and insurance shall not be suspended.

ARTICLE 14
DISCIPLINE AND DISCHARGE

Employees may be disciplined or discharged for just cause involving deficiencies in performance and/or deficiencies in conduct. Employees so disciplined or discharged shall be provided with written notice of the basis for such discipline. Disciplinary action shall be taken in accordance with internal Police Department General Orders.

ARTICLE 15
RATES OF PAY

15.1 For the purpose of the agreement, the terms "completed years of service" or "anniversary date", is based on each member's sworn in date to the Sebastian Police Department as a full-time police officer.

15.2 For year one of this agreement (October 1, 2025 thru September 30, 2026), bargaining unit members shall be placed on the salary schedule at a 1:1 ratio of completed full time years of sworn service in the step plan shown in Annex 1. Members will enter the step plan on October 1, 2025 at the step that is equal to their completed years of service on that date. Members will then advance to the next step effective the pay period following their sworn in anniversary date.

15.3 For the second year of this agreement (October 1, 2026 thru September 30, 2027), bargaining unit members shall advance to the Year 2 salary schedule in their current step on October 1, 2026. Members will then advance to the next step effective the pay period following their sworn in anniversary date.

15.4 For the third year of this agreement (October 1, 2027 thru September 30, 2028), bargaining unit members shall advance to the Year 3 salary schedule in their current step on October 1, 2027. Members will then advance to the next step effective the pay period following their sworn in anniversary date.

Annex 1:

Completed Years of Service	10/1/2025	10/1/2026	10/1/2027
0	59,000.00	60,770.00	62,593.10
1	60,180.00	61,985.40	63,844.96
2	61,383.60	63,225.11	65,121.86
3	62,611.27	64,489.61	66,424.30
4	63,863.50	65,779.40	67,752.78
5	65,140.77	67,094.99	69,107.84
6	66,443.58	68,436.89	70,490.00
7	67,772.45	69,805.63	71,899.80
8	69,127.90	71,201.74	73,337.79
9	70,510.46	72,625.78	74,804.55
10	71,920.67	74,078.29	76,300.64
11	73,359.08	75,559.86	77,826.65
12	74,826.27	77,071.05	79,383.19
13	76,322.79	78,612.47	80,970.85
14	77,849.25	80,184.72	82,590.27
15	79,406.23	81,788.42	84,242.07
16	80,994.36	83,424.19	85,926.91
17	82,614.24	85,092.67	87,645.45
18	84,266.53	86,794.52	89,398.36
19	85,951.86	88,530.41	91,186.33
20	87,670.90	90,301.02	93,010.05
21	89,424.31	92,107.04	94,870.26
22	91,212.80	93,949.18	96,767.66
23	93,037.06	95,828.17	98,703.01
24	94,897.80	97,744.73	99,699.63
25	96,795.75	99,699.63	99,699.63

15.5. Officers and Sergeants, who receive State incentive money for training and education, excluding Corrections courses, will receive an amount from the city up to $1,560 annually. The amount is established by Florida Statute 943.22.

15.6. The Chief of Police is authorized to place newly hired police officers up to step 6 in the plan based on their previous education, training and experience to exercise lateral entry. These bargaining unit members will continue to advance based on completed years of service plus steps given when hired.

15.7: In the event a Police Officer is promoted to the job classification of Sergeant, the promoted employee shall be entitled to fifteen percent (15%) above their current base salary in the Officer step plan.

15.8 For the term of this agreement, bargaining unit members who reach the max of the pay scale shall be given a lump sum payment of 3% on October 1st the following year and a 2% lump sum payment on their next Anniversary Date.

15.9. All investigators shall receive a non-uniformed clothing allowance in a bi-annual amount of four hundred ($400) dollars payable in two lump sum payments of four hundred ($400) on the

first pay date of October and April of each year. This amount is in addition to the allowance allowed under Article 41.4. In the event an officer does not remain an Investigator the entire bi-annual period after receiving his/her clothing allowance, the officer shall repay the City on a pro rata basis. These allowances shall be paid in a separate check or direct deposit.

ARTICLE 16
TEMPORARY ASSIGNMENT

16.1: The Police Chief or his designee may, in writing, assign an employee to a higher classification for a temporary period. The affected employee shall be entitled to receive an increase of 5% an hour for all hours actually worked in that higher classification and not on leave. The provisions of this section shall apply to temporary assignments to the positions of Corporal, Sergeant or Lieutenant.

16.2: Appointments as a detective or corporal are considered temporary duty assignments and not a promotion. The employee shall receive an increase of five percent (5%) higher than his/her regular rate of pay to their base pay while serving as a detective or corporal. If the employee is transferred or given a different assignment, then the employee's rate of pay will be decreased by 5% to their current step within the plan and they will no longer use the corporal insignia. Detectives and corporals are not eligible for Assignment Pay as provided in Article 17 unless they are also acting as a Field Training Officer (FTO) or department instructor, in which case they will be compensated for the hours worked in that additional role. This increase does not apply to Sergeants.

ARTICLE 17
ASSIGNMENT PAY

17.1: Field Training Officers (FTO) shall complete a FDLE-CJSTC approved Field Training Officer's Course. To be eligible for selection as a Field Training Officer ("FTO"), a bargaining unit member additionally must have completed no less than two (2) years of full-time law enforcement service, as least one (1) year of which is with the Sebastian Police Department and have satisfactory ratings in all areas of the member's last performance evaluation. The Chief may include additional job-relevant requirements and will determine the selection process for the assignment of FTO's.

Bargaining unit members who complete the certification process as Field Training Officers (FTO's) and who are designated by the Chief as FTO's shall receive a salary augmentation in the amount of one –thousand-five-hundred ($1,500.00) dollars annually to be paid in twenty-six (26) installments. The salary augmentation shall cease at such time as the bargaining unit member is no longer designated as FTO by the Chief. Additionally, a bargaining unit member designated as an FTO shall receive an additional three ($3.00) dollars per hour while engaged in training activities. An FTO who is not engaged in training activities will not receive the additional three ($3.00) dollars per hour.

17.2: A Police Officer assigned as an instructor, shall be entitled to $3.00 per hour for all hours they are actually providing in-house instruction and not on leave.

17.3: All Law Enforcement Officers Personnel that are regularly scheduled to work 1800 hours x 0600 (6:00 PM to 6:00 AM) shall receive night shift differential pay in the amount of an additional fifty (.50) cents per hour.

17.4: Bilingual Law Enforcement Personnel who have successfully completed the Sebastian Police Department Field Training Program can apply for proficiency-based testing approved and conducted by the City of Sebastian Human Resources Division. This will be completed utilizing chain of command through Sebastian Police Department Memorandum. Recertification testing

may be conducted through the department of Human Resources at any time not to exceed once (1) a year.

Upon successful completion of testing through Department of Human Resources, any Law Enforcement Officer Personnel who are proficient in one or more non-English language(s) to include American Sign Language (ASL) shall receive a salary augmentation in the amount of one-thousand dollars ($1,000) annually to be paid in twenty-six (26) installments.

ARTICLE 18
INJURY PAY AND LIGHT DUTY ASSIGNMENTS

18.1: Any regular full-time employee who sustains a temporary disability as a result of and arising out of employment by the City as provided by the Worker's Compensation Law of the State of Florida, shall, in addition to the benefits payable under the Worker's Compensation Law be entitled to the following:

A. During the first eighty (80) working days of such disability, the employee shall receive net supplemental injury pay based upon his/her normal base pay reduced by the Worker's Compensation indemnity payment. The supplemental pay will be based on the following:
   a. WC Physician states Employee unable to work or City cannot provide limited duty work – City will pay full 1/3 of supplemental pay.
   b. WC Physician states Employee can perform Limited duty but Employee's second opinion states Employee cannot work, Employee pays 1/3 of Supplement.
   c. City provides limited duty work but Employee declines, City does not pay the 1/3 supplemental pay. Employee will pay the 1/3 supplemental pay.

   In the event the employee is absent for the first seven (7) days of a work injury, the employee will reimburse the City for the first seven days after they receive the WC payment.

B. The employee may utilize any accrued sick or other paid leave in order to receive supplemental pay based upon his/her normal base pay reduced by the Worker's Compensation indemnity payment until such sick or other paid leave is exhausted.
C. Upon exhaustion of all paid leave, the City may, at its discretion, grant an unpaid leave of absence to the employee for a period not to exceed one year.

18.2: If any employee is temporarily or partially disabled from performing the duties of his/her classification, but is determined to be able to perform light duty by a physician designated by the City, the employee may be required to perform such duty or lose the employment connected net supplemental injury pay. Assignment to light duty shall be considered a temporary assignment, without reduction in pay. Such a reassignment shall be to other duties commensurate with medical and mental fitness, subject to availability of suitable work, and the employee's qualifications for the position. However, an employee shall not be permitted to continue in a light duty position after reaching his/her maximum medical improvement or for a period that exceeds one year.

18.3: Any employee who suffers an employment connected injury may be required by the City to be examined every twenty (20) working days by a medical doctor, specified and provided by the City, who shall determine the employee's condition and fitness for full or partial return to duty.

18.4: No employee will be entitled to the net supplemental injury pay with the benefits described herein if the injury suffered has been determined to have been the result of intentional self-infliction or where the disability or illness continues as a result of the employee's failure to cooperate with medical advice or corrective therapy.

18.5: While receiving employment connected net supplemental injury pay, an employee shall be entitled to all benefits which he/she would normally receive pursuant to his/her employment

with the City, except additional accruals of sick and vacation leave and for those provisions specified in Article 15.12 or Article 41.

18.6 Any employee receiving proceeds from a disability insurance policy and Workers Compensation indemnity payments shall not be allowed to use paid leave, such that they receive a total amount of more than his/her normal take home pay.

ARTICLE 19
CALL BACK PAY

19.1: An employee, who is called to return to work after completing his/her scheduled shift and has left the work place of the City, shall be paid at the rate of time and one-half (1-1/2) the regular rate for hours worked with a minimum of three (3) hours. Thirty (30) minutes is the maximum considered for Travel Time.

19.2: An employee called back to work who is on authorized leave shall be paid at the rate of time and one-half (1-1/2) the regular rate for hours worked with a minimum of three (3) hours. Such employee shall not be charged for leave for any such hours worked. Travel time shall be considered time worked. Thirty (30) minutes is the maximum considered for Travel Time.

19.3: The three (3) hours minimum call-back pay shall not apply in those instances wherein the overtime commences one and one-half (1-1/2) or fewer hours prior to and runs continuously into the employee's regular shift; or the employee is called back to work to rectify his/her own error or omission which cannot wait until the employee's next shift. In such instances, the employee shall be compensated for the exact hours worked at the appropriate rate.

ARTICLE 20
ON-CALL PAY

20.1 Designated employees required to be on-call shall receive one hour at time and one-half for each day Monday through Friday, and receive two hours at time and one half for each day Saturday and Sunday. On-call personnel include one detective. The list will rotate weekly. On call hours shall not be considered hours worked for overtime calculations. This article does not apply to Officers being placed on-call because of emergency situations, Hurricanes, or Declared Natural Disasters.

ARTICLE 21
COURT APPEARANCES

21.1: Any employee who is required to appear as a witness resulting from the performance of his duties with the City shall be entitled to the following:

A. Regular pay if called to testify during regularly scheduled hours;

B. A minimum of three (3) hours at one and one-half (1-1/2) times the employee's base rate of pay if called to testify outside the employee's regular hours of work.

C. In such cases, the employee will be required to assign the witness fee to the City.

21.2: Time off to respond to a subpoena to appear as a witness in a case unrelated to an employee's duties as an employee of the City may be charged to vacation, compensatory time or personal leave. Such leave shall not be denied.

21.3: An employee required to attend court while on scheduled leave is entitled to a minimum of three hours at one and one-half (1-1/2) times the employee's base rate of pay for each day and

may be allowed to substitute that amount of pay instead of vacation, compensatory time or personal leave for such period, provided that the court appearance meets the requirements of Section 1. of this Article.

ARTICLE 22
BEREAVEMENT LEAVE

22.1: Time Off Provision – When there is a death in an employee's immediate family, that employee shall be granted a Bereavement Leave per the approval of the Department Head or their designee. Bereavement Leave is as follows: 3 Consecutive Days in the State of Florida and 5 Consecutive days out of state. All paid Bereavement Leave must be taken within 14 Consecutive calendar days of the death, unless prior approval is received from the Chief of Police in writing. Bereavement leave will be commensurate with scheduled shift hours.

22.2: Bereavement Leave will not be charged against sick leave, vacation, compensatory, personal leave or holiday time.

22.3 The employee's immediate family is defined as the employee's spouse/domestic partner, children (Including Step Children, supported by a marriage certificate), parent/step parent, father-in-law, mother-in-law, brother, sister, grandchildren, or grandparents, spouse/domestic partner's grandparents or any relative who is domiciled in the employee's household.

22.4: For non-immediate family, employees have the option to use accrued vacation leave, compensatory time or personal leave, for the attendance of funerals. Employees will supply their supervisor with written notification for this request in as timely a manner as possible. The supervisor will make every effort to comply with the provisions of this section. In the event that the employee does not have any accrued vacation, compensatory, or personal leave they may request to use sick leave or leave without pay.

22.5 Within thirty- (30) calendar days from the date the employee returns to work from such absence, the employee will file a copy of the death certificate of the deceased. Said death certificate will be attached to a leave request form and forwarded to the Department of Administrative Services, Human Resources for processing. Failure to produce a death certificate will result in the employee reimbursing the City for any paid leave taken under this Article. Any employee found to have falsified his or her application request for Bereavement Leave to use this time -will be disciplined up to and including dismissal. It is understood that under certain circumstances the employee will be unable to obtain a death certificate. In this event, in lieu of a death certificate, the employee shall submit a newspaper account showing the death and the relationship of the deceased to the employee and/or other appropriate criteria as deemed appropriate by the Human Resources Director.

22.6 Any absence in excess of forty (40) hours in connection with approved Bereavement Leave may be charged to accrued vacation leave, compensatory time or personal leave, at the employee's option.

ARTICLE 23
MILITARY LEAVE

23.1: City agrees to grant request for leave of absence with or without pay in accordance with Florida State Statute 115.07 – Officers and employees' leave of absence for reserve or guard training. Per the Statute, leaves of absence granted as a matter of legal right under the provisions of this section may not exceed 240 working hours in any one annual period. Administrative leaves of

absence for additional or longer periods of time for assignment to duty functions of a military character shall be without pay and shall be granted by the employing or appointing authority of any state, county, municipal, or political subdivision to provide a substitute employee, if necessary, for the assumption of such employment duty while the employee is on assignment for the training.

23.2: The employee shall be required to submit an order or statement from the appropriate military commander as evidence of any such duty. Such order or statement must accompany the form request for Military Leave at least two (2) weeks prior to the date such leave is desired, unless the employee actually receives less notice.

ARTICLE 24
JURY DUTY

24.1: A permanent full-time employee shall be granted time off, not to exceed eighty (80) hours, at the employee's regular pay for reporting to required jury duty upon presentation to the employee's supervisor of satisfactory evidence that such jury duty is required and provided the time required for jury duty is the employee's normal workday or work shift. In order to be eligible, the employee must report at least seven (7) calendar days prior to the date of jury duty to the immediate supervisor on the prescribed leave form with the summons attached of the need to be absent because of a jury duty requirement.

24.2: Any compensation received by the employee for jury duty shall be retained by the employee; however, a pro rata amount of the jury duty pay received by the employee shall be deducted from the employee's regular pay based upon that portion of the regularly scheduled workday missed by the employee. There shall be no deduction for mileage pay or for the four (4) hour reporting period provided in Section 3 of this Article. An employee seeking jury duty leave must substantiate any compensation received for serving on jury duty by submitting a copy of the check(s) received or a copy of the receipt(s) for any cash received.

24.3: If an employee is released from jury duty within four (4) hours from the time required to report for such jury duty, the employee shall be required to report for duty on that date, provided that it is the employee's regular work day or shift.

ARTICLE 25
VOTING TIME/POLITICAL ACTIVITY

25.1: During a primary, general, or special election, an employee who is a registered voter and whose hours of work do not allow sufficient time for voting shall be allowed necessary time off with pay for this purpose. Where polls are open two hours before and two hours after the employee's regular scheduled work period, it shall be considered sufficient time for voting.

25.2: Employees will be allowed to engage in the full range of political activities guaranteed to all citizens while off duty and not in uniform.

ARTICLE 26
LONGEVITY PAY

26.1 Employees will be awarded Longevity pay according to the following schedule:

A. Employees, after having completed five (5) years of continuous service with the City, will receive a lump sum bonus of $1,000. This bonus will be paid the first full payroll period following their five-year anniversary date.

B. Employees, after having completed ten (10) years of continuous services with the City, will receive a lump sum bonus of $1,500. This bonus will be paid the first full payroll period following their ten-year anniversary date.

C. Employees, after having completed fifteen (15) years of continuous services with the City, will receive a lump sum bonus of $2,000. This bonus will be paid the first full payroll period following their fifteen-year anniversary date.

D. Employees, after having completed twenty (20) years of continuous services with the City, will receive a lump sum bonus of $2,500. This bonus will be paid the first full payroll period following their twenty-year anniversary date.

E. Employees, after having completed twenty-five (25) years of continuous services with the City, will receive a lump sum bonus of $3,000. This bonus will be paid the first full payroll period following their twenty-five-year anniversary date.

F. Employees in a part-time or temporary status at the time of their relevant anniversary date will not be eligible for longevity increases.

ARTICLE 27
BASIC WORKWEEK AND OVERTIME

27.1: Fourteen (14) days shall constitute a normal work period for the employees covered by this Agreement, starting at 12:01 a.m. Sunday and ending at 12:00 midnight on Saturday fourteen days later. Nothing herein shall guarantee an employee payment for eighty (80) hours of work in any work period unless the employee actually works eighty (80) hours in the work period. For the purposes of this Agreement, approved leave shall mean any leave compensated by the City. The City agrees to provide a minimum 30-day notice if it is determined that the current work schedule should be modified. The Palm Beach County Police Benevolent Association, Inc. reserves the right to negotiate any changes to the work schedule.

27.2: Hours worked in excess of eighty (80) hours in a fourteen (14) day work period shall be compensated at the rate of time and one-half (1 1/2) of the employee's regular, hourly wage.

27.3: For the purposes of overtime compensation, time spent by an employee on personal leave, vacation leave, sick leave, funeral leave, jury leave, military leave, or any other approved paid leave shall be considered time worked.

27.4: If any employee has accrued overtime and desires to bank compensatory time at a rate of time and one-half (1-1/2) rather than be paid for the overtime, the employee shall, prior to the end of the fourteen (14) day work period in which the overtime was credited, advise his/her supervisor of his/her desire to bank compensatory time in lieu of pay.

27.5: The Division Commanders shall attempt to accommodate the desires of an employee as to the time off desired, work schedules and conditions permitting. If no compensatory time is requested, then the employee shall be paid at the overtime rate of time and one-half (1-1/2). Employees may bank up to one hundred and twenty (120) hours of compensatory time. Any unused time as of the last full pay period of each fiscal year will be paid to the employee in the next payroll check.

ARTICLE 28
HOLIDAYS

28.1: The following shall be paid holidays for regular full-time employees:

NEW YEAR'S DAY
MARTIN LUTHER KING DAY
PRESIDENTS DAY
MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY
VETERANS DAY
THANKSGIVING DAY
FRIDAY AFTER THANKSGIVING DAY
CHRISTMAS EVE
CHRISTMAS DAY

28.2: Holidays will be designated as the actual day of the holiday for the purposes of holiday pay. Employees regularly scheduled to work Monday through Friday may be required to take the observed, rather than the actual holiday as their designated holiday.

28.3: No regular full-time employee shall receive pay for a holiday unless he/she is in active pay status or actually works his/her normal schedule on the scheduled work day immediately preceding and following the day on which the holiday is observed. For purposes of this Article, "active pay status" includes any approved paid leave. An employee that has been notified of sick leave abuse may be required to furnish a doctor's note if absent before or after a holiday.

28.4: Regular full-time employees who are scheduled and/or required to work on the actual holiday and who work on that day shall receive one and one-half (1-1/2) times the employee's regular hourly wage for each hour worked during the holiday in addition to their scheduled hours (8 or 10 or 12) as holiday pay for the holiday.

28.5: Regular full-time employees who do not work a holiday will receive 8, 10 or 12 hours of pay at straight time. For example, if an employee is scheduled Tuesday thru Friday and the holiday falls on Monday, the employee would receive 8, 10 or 12 hours of straight pay for the holiday. The holiday pay would not be included as hours worked for the purpose of overtime calculation.

ARTICLE 29
SENIORITY

29.1: The City agrees that an officer's seniority starts on the date they are sworn in. If an officer is promoted, changes rank, or is assigned to a specialty unit, their seniority within that new position is based on the date of the promotion or transfer. If the officer returns to the rank of officer, their original swearing-in date will again be used for seniority.

29.2: Seniority shall accumulate during leaves of absence due to injury, illness, vacation, or any other leave authorized and approved by the City.

29.3: Vacation periods for each calendar year shall be drawn by employees on the basis of seniority. When an employee has selected dates for vacation the dates can be changed, by mutual agreement, only to accommodate another employee with greater seniority and the request to change by the senior employee is made at least ninety (90) days prior to the first day of the previously scheduled vacation.

29.4: In the event of a vacancy in any department or division, including promotional vacancy, seniority will be given reasonable consideration but will not be the determining factor.

29.5: Seniority will be given reasonable consideration in the selection of any employee to be sent to any type of schooling but will not be the determining factor.

ARTICLE 30
LAYOFF AND RECALL

30.1: Definition – A layoff is a reduction in the number of employees within the Department due to lack of work, lack of funds, or for any reason other than the acts or delinquencies of the employee. The City will lay off employees as herein provided.

30.2: Order of Layoff – In the event of a layoff for any reason, employees shall be laid off in inverse order of their seniority in their classification as defined in Article 29, Seniority. An employee to be laid off who has advanced to his/her present classification from a lower classification in which he/she held a permanent position shall be given a position in the lower classification within the department. His/her seniority in the lower classification shall be established according to the date of his/her permanent appointment to that classification including time accrued at a higher classification.

30.3: Employees shall be recalled from layoff according to the seniority in the classification from which the employees were laid off. No new employee shall be hired in any classification until all employees on lay-off status in that classification have had an opportunity to return to work.

30.4: The City is not obligated to recall an employee after he/she has been on layoff for a period of one (1) year.

30.5: Bargaining unit members shall be notified of their recall to work by phone. If direct contact to the former bargaining unit member is not made, a registered letter will be mailed to their address of record. Within three (3) calendar days after receipt of a notice of recall, recalled employees who desire to return to work must notify the Employer in writing to advise that they intend to return to work, or they will lose their recall rights. Recalled employees must return to work fit for duty within ten (10) working days of the receipt of a recall notice, or they will lose their recall rights.

30.6: An employee laid off pursuant to this Article shall be given the opportunity to continue medical insurance coverage in the existing program during the lay-off period for up to one (1) year provided that the premium for such insurance program available under the Insurance Policy shall be paid 100% by the bargaining unit member on a monthly basis (20th of the month) in advance of the month due. The coverage does not include the Health Savings Account (HSA Card), Dental or Vision Plan.

30.7: Recall will be at the current rate of pay for the classification but not lower than when the employee was laid off. Previously canceled group health insurance may be reinstated upon the employee's return to active duty consistent with the plan's requirements. In addition, any balances of accrued vacation or sick leave not previously paid will be reinstated and the accrual rate from the date of return to active duty will be at the accrual rate enjoyed at the date they were laid off.

ARTICLE 31
PROMOTIONAL EXAMINATIONS

31.1: Eligibility for Promotion to Sergeant:

a. The candidate must have completed at least four (4) consecutive years of service as a City of Sebastian Police Officer based on their most recent date of hire.
b. The candidate must not have received any disciplinary suspension within the past two (2) years.

31.2: Promotional testing will be conducted when a budgeted Sergeant vacancy exists and there is no active eligibility list. The Human Resources Director or designee will coordinate the process in collaboration with the Chief of Police.

31.3: When a budgeted vacancy for Sergeant exists, the City shall promote a candidate from the current eligibility list within thirty (30) days. If the eligibility list has expired or has been exhausted when a Sergeant vacancy occurs, the City shall establish a new eligibility list within one hundred twenty (120) days. Upon certification of the new eligibility list, the budgeted Sergeant vacancy shall be filled within thirty (30) days. The promotional eligibility list shall remain in effect for one (1) year or until the list is exhausted, whichever comes first.

A. The promotional process consists of two components: a written examination and an oral review board.

a. The written exam will consist of up to 110 multiple-choice questions. The first 100 questions will be scored; up to 10 additional questions may be used as replacements in the event of successfully challenged items. The exam will be developed by the Chief of Police and Administrative Services Department and shall include a mixture of questions from the Department General Orders and Directives, the Florida Criminal Law and Motor Vehicle Handbook (Florida Legal Guidelines section), and the current Collective Bargaining Agreement (CBA).

b. Written Examination Sources:

i. The written examination will be content valid, using a minimum of 25% of the initial 100 questions as scenario based.

ii. Department Directives and General Orders (50% of the initial 100 questions). The following Department General Orders and Operating Manuals shall remain the same for all promotional examinations posted:

1) GO 600: Levels of Resistance, Response to Resistance
2) GO 0611: Dept Firearms, Ammunition & Holsters
3) GO0616: Use of Non-Deadly/Less Lethal Specialty Impact Weapons
4) GO 0615: Use of Electro Muscular Disruption Devises (TASER)
5) GO 0614: Use of Chemical Agents
6) GO 0613: ASP Expandable Baton
7) GO 0004: Duties and Responsibilities of Commanding Officers
8) GO 1419f: Emergency Response to Active Assailant Events
9) GO 1360: Transportation of Prisoners, Mentally Ill, Etc.
10) GO 0803: Arrest Procedures
11) GO 1421g: Special Operations
12) GO 0801: Vehicle Pursuits
13) GO 1401: Unusual Occurrences
14) GO 1012: Domestic/Dating Violence
15) GO 0325: Performance Evaluations
16) GO 300: In the Line-Of-Duty Deaths
17) GO 0210: Code of Conduct
18) GO 1511: Report Writing Requirements
19) GO 1001d: Conducting Preliminary Investigations
20) GO 2001e: Professional Standards

21) GO 2101: Departmental Inspection and Control

22) GO 1105: Juvenile Operations

23) GO 0701: Operation of Emergency Vehicles

24) GO 1212: Victim Assistance Program

25) GO 0705: Special Response Team (SRT)

26) GO 1055: Evidence and Property Control

iii. The "Florida Criminal Law and Motor Vehicle Handbook", current edition published by LexisNexis Law Enforcement Publications. The section to be used from this text will be the "Florida Legal Guidelines" (38% of the initial 100 questions).

iv. The Collective Bargaining Agreement (CBA) (12% of the initial 100 questions).

c. A score of at least 70% is required to proceed to the Oral Review Board.

d. All applicants will be notified of their pass or fail status by email at the same time as the posting.

e. The Chief of Police and the Human Resources Director or designee will be the only individuals with access to the test scores until a selection is made for a vacant position.

f. To move from the written examination to the oral review board, a candidate must score at least a 70%. The score will be multiplied by .60 to obtain the 60% value to be added to the oral review board.

g. The oral review board shall consist of three (3) Lieutenants (or higher) from other agencies and (1) representative from the City of Sebastian's Police Administration selected by the Chief of Police. The oral review board shall consist of law enforcement scenario type questions that shall be approved by the Chief or his designee. Each candidate shall respond to (5) scenarios. Each scenario shall be rated 0 – 10 points by each evaluator. The resulting score will then be multiplied by .40 to obtain the 40% total value [Raw score ÷ 200) × 40 = weighted score]. Each candidate is eligible to earn up to a total of 40 points to be added to their cumulative score.

31.4: After all testing is complete; all scores will be added together to get an overall total for the promotional examination process. An eligibility list will be established in accordance with each candidate's ranking. Tie scores for places 1-3 will be counted individually; however, all applicants with a tie score for the third (3rd) position will be accepted.

31.5.: The Police Chief shall select any one of the top three (3) candidates on the eligibility list after interviewing all three candidates. When considering the top three candidates, the Police Chief may consider additional factors such as educational background, years of service to the agency, experience in special assignments, evaluation and disciplinary history, and other information that would help determine the best fit for the department's needs.

31.6: Examination and Posting Requirements:

A. Announcement of examinations will be posted 60 days in advance of the written examination, which includes the posting and application time.

B. The closing date to apply shall be 30 days from the posting date.

C. The posting shall include the minimum requirements and an informational reading list for the written exam. Study material will consist of; City of Sebastian's Policies and Procedures, Current Bargaining Agreement and the Florida Legal Guidelines from the Florida Criminal Law and Motor Vehicle Handbook (provided by the Sebastian Police Department).

31.7: The promotional probationary period shall be six (6) months in duration. The probationary period can be extended for an additional three (3) months by the Police Chief with approval from the Human Resources Director. The probationary period may be extended further if the probationary employee is incapacitated because of illness or injury. If an employee promoted to the position of Sergeant is found unsuited for the work of the position during the probationary period, he/she shall be reinstated to his/her former position.

ARTICLE 32
PROBATIONARY PERSONNEL

32.1: All new employees of the department shall serve a probationary period of one (1) year, which may be extended for a period not to exceed six (6) months at the Police Chief's discretion, during which time they shall not be entitled to any seniority or tenure rights but during such period shall be subject to all the terms and conditions of this agreement.

32.2: Upon completion of said probationary period, employees shall be known as permanent employees and seniority rights and tenure shall accrue from the commencement of the probationary period and shall be considered a part of such employee's seniority rights.

32.3: A probationary employee shall have all the rights of the grievance procedure except where said employee is terminated for failure to satisfactorily complete his/her probation as determined by the Police Chief.

ARTICLE 33
VACATION LEAVE

33.1: Eligibility – Only regular full-time employees are eligible for paid vacation leave.

33.2: Accrual Rate

A. Vacation leave is earned on a pro-rata bi-weekly basis. Full-time employees will accrue vacation leave based on their years of service with the agency. To clarify the rate at which an employee accrues vacation leave the following table will be used.

Table #1: Continuous Unbroken Years of Service

Length of Service:	Bi-weekly Accrual Rate	Leave Hours Earned
0 Year but less than 5 Years	3.08 hours	80 hours (10 Days)
5 Years but less than 10 Years	4.62 hours	120 hours (15 Days)
10 Years but less than 20 Years	6.153 hours	160 hours (20 Days)
20 Years plus	7.692 hours	200 hours (25 Days)

B. No vacation leave may be taken during the first six months of employment.

C. Vacation leave accrual rate changes take effect on the employee's anniversary date. For the purposes of this section "anniversary date" shall mean those one-year increments from the date of employment.

33.3: Request for Vacation Leave

A. A request for vacation leave shall be submitted in writing to the employee's immediate supervisor for signature and will proceed up the chain of command to the Police Chief.

B. A request for leave shall not be granted if the employee has no accrued balance of vacation leave. Vacation leave shall not be used in advance of its being earned.

C. The minimum charge against the accrued vacation leave balance will be in increments of fifteen (15) minutes. Fifteen (15) minutes shall be deducted from an employee's accrued vacation leave balance for each quarter hour, or part thereof that an employee is actually absent from his/her duty station.

D. Vacation leave shall not be taken in advance of its approval by the Police Chief or his designee.

33.4: Use of Vacation Leave

A. Vacation leave may be used for the following reasons:

1. Vacation
2. Absences from duty for transaction of personal business that cannot be conducted outside of working hours.
3. Religious holidays not designated as official holidays.
4. Medical leave if sick leave balance has been exhausted.
5. Any other absences not covered by existing leave provisions, at the discretion of the Police Chief.

B. Any employee who becomes sick while on vacation leave may substitute accrued sick leave for vacation leave for the period of illness. The employee shall supply appropriate certification from a physician as to the nature and duration of the illness.

C. Employees will not be allowed to carry over from one fiscal year to the next more than two (2) years' worth of accrued vacation leave. If during the year the employee accrues more than two (2) years' worth of vacation leave, they will have until the last full payroll period in the fiscal year to bring their time balances down to the two (2) year maximum. If the employee does not bring the time balance down to the two (2) year maximum by the last full payroll period of each fiscal year, they will forfeit all hours in excess of the two (2) year maximum carryover.

33.5: Vacation Leave Cash-in:

(a) Employees will not have the option of cashing in vacation annually but will have the ability to cash out when the employee retires.

33.6: Separation from Employment

(a) Employees hired prior to October 1, 2022, upon separation from employment in good standing (resignation or retirement, with a two-week notice or medical separation) with five (5) or more completed years of consecutive employment will be eligible to be paid for his/her accrued balance of vacation leave up to a maximum of 400 hours.

(b) Employees hired on or after October 1, 2022, shall be entitled to be paid a percentage of his/her accrued balance of vacation leave up to a maximum of 240 hours. The percentage is as follows:

- If separated before completing the first year – 0%
- 1 Year but less than 5 Years completed - 25%
- 5 Years but less than 10 Years completed - 50%
- 10 Years but less than 20Years completed - 75%
- Over 20 Years - 100%

(c) Vacation leave will not be approved or paid during an employee's last two (2) weeks of employment, except in the case of an emergency. An employee requesting paid vacation leave will be required to furnish proof of the emergency or a doctor's note verifying that

the employee was medically unable to report to work. Failure to provide this documentation will result in no pay for the day(s) in question.

ARTICLE 34
SICK LEAVE

34.1: Eligibility – Only regular full-time employees are eligible for sick leave with pay.

34.2: Accrual of Sick Leave

A. Regular full-time employees accrue leave at the rate of ninety-six (96) hours per calendar year. Sick leave is earned on a pro-rata bi-weekly basis. To clarify the rate at which an employee accrues sick leave the following table will be used.

Table #1:

Full Time Employees	Bi-weekly	Annual Leave
Length of Service	Accrual Rate	Hours Earned
All years of service	3.692 hours	96 hours (12 Working Days)

B. Sick leave does not accrue for any full pay period while an employee is on any unpaid leave of absence.

34.3: Request for Sick Leave

A. An employee who is incapacitated and unable to work shall notify his/her supervisor at least two (2) hours prior to the employee's scheduled reporting time. The employee shall state the nature of the incapacitation, its expected duration, and expected period of absence. The employee shall repeat this procedure on each day he/she is unable to report to work, unless excused by the Police Chief or designee, or if the employee has a doctor's note excusing the employee for an extended period of time. The City reserves the right to request the employee go to another physician, at the City's expense, to verify the length of time needed to be out.

B. An employee who is out of work for three (3) or more consecutive days shall, upon returning to work, submit to his/her supervisor appropriate written documentation for the sick leave, along with a doctor's note of the illness.

34.4: Use of Sick Leave

A. Sick leave may be used for the following reasons:
1. Employee ill health;
2. Maternity;
3. Medical, dental, or optical treatment required during working hours;
4. Quarantine due to exposure to infectious disease;
5. Employee ill health while on annual leave;
6. In connection with Worker's Compensation;
7. For death in employee's immediate family to extend bereavement leave;
8. Illness of an immediate family member requiring the employee to remain at home with ill family member;

B. Whenever it appears that an employee abuses sick leave, such as consistently using sick leave immediately upon it being accrued or before or after vacations, holidays or scheduled days off, the employee shall be required to furnish proof of the necessity for the claimed absence due to illness. The City reserves the right to require a physician's certification in all cases of reported illness provided that the employee has been notified of being placed on sick leave abuse status. Failure to provide a physician's certification will result in no pay for the day(s) in question. Abuse of sick leave shall constitute grounds for disciplinary action, up to and including termination.

C. Sick leave may not be used for absences due to illness or injury sustained while engaged in outside employment.

D. The minimum charge against accrued sick leave balance will be in increments of fifteen (15) minutes. Fifteen (15) minutes shall be deducted from an employee's accrued leave balance for each quarter hour, or part thereof that an employee is actually absent from his/her duty station.

34.5 Sick Leave Cash-in

Employees will have the option of cashing in up to sixty (60) sick leave hours per year if the following requirements are met:

(a) The employee has a minimum balance of four-hundred eighty 480 hours after the cash-in.

(b) Request for cash-in must be submitted to the Administrative Services Department by the last full payroll period of each fiscal year. Payment will be made within the first paycheck issued in December.

34.6: Separation from Employment:

(a) Employees hired prior to October 1, 2022, upon separation from employment in good standing (resignation or retirement with a two-week notice or medical separation) will be eligible to be paid for his/her accrued balance of sick leave up to a maximum of 600 hours at the following percentages:

- If separated before completing the first year – 0%
- 1 Year but less than 5 Years completed - 25%
- 5 Years but less than 10 Years completed - 50%
- 10 Years but less than 20Years completed - 75%
- Over 20 Years - 100%

(b) Employees hired on or after October 1, 2022, may accrue up to 480 hours. This is to allow for Family Medical Leave. The 480 hours are not paid out when the employee separates from the City.

(c) Sick leave will not be approved or paid during an employee's last two (2) weeks of employment, except in the case of an emergency. An employee requesting paid sick leave will be required to furnish a doctor's note verifying that the employee was medically unable to report to work. Failure to provide this documentation will result in no pay for the day(s) in question.

ARTICLE 35
PERSONAL LEAVE

35.1: Eligibility – Each regular full-time member shall be entitled to twenty-four (24) working hours of personal leave per year, plus an additional eight (8), ten (10) or twelve (12) working hours based on their assignment on October 1st.

A. Employees starting during the year will get a pro-rata portion of the personal leave hours. Those starting during the first three months of the fiscal year receive thirty-two (32), thirty-four (34) or thirty-six (36); the second three months twenty-four (24), twenty-six (26) or twenty-eight (28); the third three months sixteen (16), eighteen (18) or twenty (20); and the last three months eight (8), ten (10) or twelve (12).

B. Personal leave must be used by the last full pay period of the fiscal year.

C. Personal leave is not paid out upon separation of employment.

D. Personal leave will not be approved or paid during an employee's last two (2) weeks of employment, except in the case of an emergency. An employee requesting paid personal leave will be required to furnish proof of the emergency or a doctor's note verifying that the employee was medically unable to report to work. Failure to provide this documentation will result in no pay for the day(s) in question.

ARTICLE 36
LEAVE OF ABSENCE

36.1: An employee may be granted a leave of absence with or without pay for a period not to exceed twelve months for good and sufficient reasons, which are considered to be in the best interests of the City.

36.2: Such leave shall require the prior approval of the Police Chief and the City Manager. Before such leave of absence will be granted, the employee must exhaust all vacation, compensatory time, personal leave and if appropriate, sick leave. Those employees requesting a leave of absence for medical reasons must submit a written Doctor's note stating the length of time they will be absent.

36.3: Except under unusual circumstances, voluntary separation from the City service in order to accept employment not in the City service shall be considered as insufficient reason for approval of a request for leave of absence without pay.

36.4: The leave of absence may be withdrawn by the City Manager, and the employee recalled to service if the need for the leave no longer exists.

36.5: An employee granted a leave of absence must submit a written status report monthly to the Police Chief advising his/her status. A copy of this written status report will be forwarded to the City Manager. Failure to comply with this requirement will result in cancellation of the leave of absence status, in which case the employee must return to duty or be terminated.

36.6: Failure of any employee to return to duty upon expiration of his leave of absence shall constitute the resignation of that employee.

36.7: Holidays, sick leave (unless its leave in accordance with FMLA), vacation leave, and any other benefits based on time spent in the employ of the City shall not accrue during a leave of absence, provided however, that the employee may maintain his health insurance program by paying the total cost of his group insurance program plus the administrative fee allowed by law. An employee on an approved leave of absence may continue to participate in the group insurance plans, provided all necessary payments of the total premiums are made by the employee. It is the employee's responsibility to keep premium payments current. The insurance premium payment must be made by the 20th of the preceding month in which it is due, If the premium payment is not made, coverage will be cancelled as of the beginning of the delinquent period. However, if coverage is cancelled, it may be reinstated upon the employee's return to active duty, consistent with the insurance plan requirements.

36.8: An employee may return from a leave of absence at the next available opening in his/her classification. An employee returning from leave of absence shall be paid at the same rate of his salary grade as at the time of commencement of the leave of absence. Longevity increases, merit increases, and any other increases for which the employee may become eligible based, in whole or in part, on length of service with the City shall not be credited during any period of leave of absence in excess of thirty (30) days in any one calendar year. Said increases shall be started effective after the employee returns to active duty.

36.9 While an employee is on a leave of absence, accrual of classification seniority is suspended until the employee returns to active duty.

ARTICLE 37
GRIEVANCE PROCEDURE

37.1: In a mutual effort to provide a harmonious working relationship between the parties to these grievances between the parties and that such procedure shall cover grievances involving the application or interpretation of this Agreement, and grievances involving discharge, suspension, demotion, or any other adverse personnel action against an employee covered by this Agreement.

37.2: Every effort shall be made by the parties to settle every grievance as expeditiously as possible. Any grievance not answered by Management within the prescribed time limits shall automatically advance to the next highest step. Should the grieving party fail to observe the time limits as set forth in the steps of this Article, his/her grievance shall be considered conclusively abandoned. All references to days in this procedure are to calendar days, unless otherwise specified. The time limits specified in this Article may be extended by mutual agreement in writing of the parties.

37.3: Where a grievance is general in nature, in that it applies to a number of employees rather than a single employee, or if the grievance is directly between the Palm Beach County Police Benevolent Association, Inc. and the City, such grievance shall be presented in writing, directly to the Police Chief, Step 3, within ten (10) days of the occurrence of the event(s). If the grievance has not been settled to the satisfaction of the grievant(s), then the grievance may be appealed to the City Manager, Step 5.

37.4: Grievances shall be presented in the following manner:

Step 1. The grievant(s) shall present and attempt to resolve any grievance with the immediate supervisor within ten (10) days of the occurrence of the event(s) which gave rise to the grievance or from the date on which the grievant(s) became aware of the cause of the complaint. If the event(s) which give rise to grievance occurred during the time when the grievant(s) was on vacation leave, sick leave, or other compensated leave, the ten (10) day period shall commence running immediately upon return to duty. The first step shall be on an informal and oral basis; however, the employee may arrange to have Palm Beach County Police Benevolent Association, Inc. representation present during the discussion. Within ten (10) days after the discussion, the immediate supervisor shall reply to the affected employee and Palm Beach County Police Benevolent Association, Inc. representative, in writing, of the decision.

Step 2. If the grievance has not been resolved to the satisfaction of the covered employee at Step 1, the grievance shall be reduced to writing on the standard grievance form, attached as Appendix A, signed by the employee and presented to the next level of supervisor, the Division Commander, no later than ten (10) days after the immediate supervisor's response was rendered in Step 1. The grievance as specified in writing shall be discussed by and between the employee, Palm Beach County Police Benevolent Association, Inc. representative if applicable and the Division Commander within ten (10) days after the request for the Step 2 grievance hearing. The Division Commander shall reply to the affected grievant(s) in writing, of the decision within ten (10) days after the close of the meeting.

Step 3. If the grievance has not been resolved to the satisfaction of the grievant(s) at Step 2, the grievance may be appealed to the Police Chief no later than ten (10) days after the response was rendered in Step 2. General grievances applying to a number of

employees and grievances directly from the Palm Beach County Police Benevolent Association, Inc. may also advance to this Step, as noted in Section 37.3. The grievance as specified in writing shall be discussed by and between the employee(s) and Palm Beach County Police Benevolent Association, Inc. representative if applicable and the Police Chief within five (5) days after the request to move the grievance to Step 3. The Police Chief shall reply to the affected employee(s) and the P.B.A representative, in writing, of the decision within five (5) days after the close of the meeting.

Step 4. If the grievance has not been settled to the satisfaction of the grievant(s) at Step 3, the decision may be appealed by presenting the written grievance to the Human Resources Director no later than ten (10) days after receipt of the decision of the Police Chief or designee at Step 3. The Human Resources Director shall conduct a meeting with the affected employee and a Palm Beach County Police Benevolent Association, Inc. representative if applicable within five (5) days after receipt of the appeal and shall reply to the grievant(s), in writing, of the decision within five (5) days after the close of the meeting.

Step 5. If the grievance has not been resolved to the satisfaction of the grievant(s) at Step 4, the decision may be appealed to the City Manager not later than ten (10) days after receipt of the Step 4 decision. General grievances applying to a number of employees and grievances directly from the Palm Beach County Police Benevolent Association, Inc. may also advance to this Step from Step 3, as noted in Section 37.3. The City Manager shall meet with the affected grievant(s) and Palm Beach County Police Benevolent Association, Inc. Representative or other legal counsel within five (5) days after receipt of the grievance and shall reply to the grievant(s), in writing, within five (5) days after the close of the meeting.

37.5:

A. Representatives of the City and Palm Beach County Police Benevolent Association, Inc. shall acknowledge receipt of grievances by signing and dating the form when presented or received.

B. Any grievance not advanced by the grievant(s) to the next higher step within the time limits provided shall be considered settled on the basis of the answer most recently given. If the City does not answer a grievance within the time limits provided, the grievant(s) may elect to treat the grievance as denied at that step and immediately advance the grievance to the next step.

C. No action or matter shall be considered the subject of a grievance unless a written complaint is made within ten (10) days of its occurrence or within ten (10) days from the time the aggrieved employee(s) became aware or by use of reasonable diligence should have become aware of the cause for complaint. The City shall not be subject to any liability for any period more than ten (10) days prior to the date the grievance was filed in writing.

D. In the event the grievance involves a group of employees who do not have the same immediate supervisors, the grievance shall first be presented to the Police Chief as indicated in Step 3 of this procedure. The subsequent steps of the grievance procedure as outlined in this Article shall then apply.

E. All employees shall have the right to participate in this grievance procedure without regard to membership or non-membership, except that in accordance with Florida Statues 447.401, the Palm Beach County Police Benevolent Association, Inc. shall not be required to process grievances of non-members. In the event that a non-member files a grievance, the Palm Beach County Police Benevolent Association, Inc. is entitled to send a representative to each step to ensure that the integrity of the Agreement is upheld.

F. The Palm Beach County Police Benevolent Association, Inc. shall have the right to initially file grievances in the third step of the grievance procedure and advance to the fifth step if they choose in any non-disciplinary matter involving the interpretation or application of this Agreement, provided however, that this right shall be strictly limited to those matters where the Palm Beach County Police Benevolent Association, Inc. can factually demonstrate:

a. That the matter is covered by a provision of the Agreement; and
b. That the matter involves the interpretation or application of that provision; and
c. The grievance does not seek to add to or subtract from any provision of this Agreement.

ARTICLE 38
ARBITRATION

38.1: If no satisfactory agreement of a grievance has been reached under the procedure in Article 37, and the grievance or dispute relates to the determination of rights and obligations conferred or created by this Agreement, and a written request for arbitration is made within fifteen (15) calendar days after the final answer in Step 5 of the grievance procedure, such dispute shall be submitted for final and binding arbitration in accordance with the following procedure.

38.2: The City and the grievant(s) shall, within ten (10) calendar days of the request to arbitrate, meet to mutually agree upon an arbitrator. In the event an impartial arbitrator cannot be mutually agreed upon, the parties may select an arbitrator from a Federal Mediation and Conciliation Service (FMCS) panel or panels of not less than seven (7) names. In the event that either party, before striking of names occurs, feels that the panel is unsatisfactory, that party shall have the right to request one (1) additional panel. Within ten (10) calendar days of receipt of the panel, the arbitrator shall thereafter be selected from the panel of arbitrators by alternate striking of names until one (1) name remains. The party who strikes first shall be determined by the toss of a coin by the City. The City will promptly notify the arbitrator of the appointment.

38.3: The arbitration shall be conducted at City facilities within the City of Sebastian and under the rules set forth in this Agreement and shall proceed as follows:

38.4: Upon notification of appointment, the arbitrator shall communicate with the parties as soon as practicable to arrange for the date and place of hearing; or, if questions of material fact are not at issue, to arrange for the joint submission of stipulations of fact and relevant documentation concerning the grievance.

38.5: If no hearing is to be conducted, each party shall submit to the arbitrator its statement of position regarding the grievance. Prior to the date of hearing or submission of documents, the parties shall, jointly or separately, provide the arbitrator with a written statement of the issue or issues to be resolved in the arbitration proceeding.

38.6: The arbitrator shall have exclusive jurisdiction and authority to resolve grievances as defined in this Agreement. The arbitrator shall have the authority to issue subpoenas enforceable in any court of competent jurisdiction and shall administer oaths to all witnesses testifying in any proceeding.

38.7: The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment thereto.

38.8: The arbitrator shall have no power to consider or rule upon any matter which is stated in this Agreement not subject to arbitration or which is not a grievance as defined in this Agreement or which not covered by this Agreement.

38.9: Except as provided in Section 3.2, the decision of the arbitrator shall be based solely upon the evidence and arguments presented by the respective parties in the presence of each other.

38.10: Upon timely notice prior to the scheduling of hearings and when mutually agreed, the consolidation of one (1) or more grievances based upon similar circumstances for hearing and resolution before the same arbitrator shall be permitted.

38.11: The arbitrator shall render a decision not later than thirty (30) calendar days after the conclusion of the final hearing. The findings of the arbitrator made in accordance with the jurisdictional authority under this Agreement shall be final and binding on the parties. The arbitrator's decision shall be in writing and shall set forth the arbitrator's findings and conclusions on the issues submitted unless agreed in writing by the parties.

38.12: The party claiming misinterpretation or misapplication of this Agreement shall have the burden of proving its contention by a preponderance of competent evidence.

38.13: This Agreement constitutes a contract between the parties that shall be interpreted and applied by the parties and the arbitrator in the same manner as any other contract under the laws of the State of Florida. The function and purpose of the arbitrator is to determine disputed interpretations of terms actually found in the Agreement or to determine disputed facts upon which the application of the Agreement depends. The arbitrator, therefore, shall not have the authority to change the intent of the parties as determined by generally accepted rules of contract construction. The arbitrator shall not render any decision, which, in practical or actual effect, modifies, revises, detracts from, or adds to any of the terms or provisions of this Agreement.

38.14: The costs for the services of the arbitrator shall be borne by the losing party. The parties shall bear the costs of their own representatives and witnesses. One (1) Palm Beach County Police Benevolent Association, Inc. representative who is on duty shall be entitled to attend arbitration hearings at straight time rates. Either party desiring a transcript of the arbitration hearing shall be responsible for the cost of the transcript unless otherwise agreed to, in writing, by the parties.

ARTICLE 39
JOB DESCRIPTIONS

The employer will maintain job descriptions for job classifications covered by this Agreement and will notify the Palm Beach County Police Benevolent Association, Inc. of any intent to change such job classifications.

ARTICLE 40
PERFORMANCE RATING REVIEW

The City and the Palm Beach County Police Benevolent Association, Inc. agree that the Police Department's General Orders governing Performance Rating Review will be followed for the life of this agreement.

ARTICLE 41
GROUP HEALTH INSURANCE

41.1: During the term of this Agreement (October 1, 2025 – September 30, 2028), all regular full-time employees who participate in the group insurance coverage, agree to pay no less than twenty-five ($25.00) per month towards the premium for group insurance coverage. The City agrees to pay the remainder of the premium to provide individual group insurance coverage to all eligible employees. The employee cost may change based on the annual renewal rates.

41.2: If the medical insurance is declined, the employee will receive $200.00 per month ($100.00 paid twice a month).

41.3: In the event that the premium rate for dependent group coverage increases, the Employer agrees to notify the Palm Beach County Police Benevolent Association, Inc. as soon as is practicable. The Palm Beach County Police Benevolent Association, Inc. agrees that the Employer may, at its discretion, obtain substitute insurance coverage from another carrier or require each covered employee to contribute his/her pro-rata share of the increased premium cost for dependent coverage, whichever may be applicable. In the event that the carrier increases the premium rate for dependent group insurance coverage, the parties agree to abide by Sections 40.3 and 40.4 of this article.

41.4: Any eligible employee who elects to participate in the group insurance dependent coverage option plan will pay no more than sixty percent (60%) of the cost of the premium. The insurance premium may change each fiscal year based on renewal rates. The employee shall pay any additional supplemental insurance that is optional coverage to the employee.

41.5: Employees who retire or leave the City with twenty (20) years or more of continued service are eligible to continue their health insurance only for a maximum of 2 years and The City will pay no less than forty (40%) of the costs of single group medical coverage. This means the retired employee who has 20 years of continuous service will pay no more than sixty percent (60%) of the insurance premium for single coverage. The insurance premium may change each fiscal year based on renewal rates. If the retired employee wishes to continue Dental, Vision and Life Insurance for the 2 years, the retired employee will pay 100% of the cost. The Health Savings Account (HSA) is not part of the retirement insurance.

ARTICLE 42
CLOTHING MAINTENANCE, EQUIPMENT AND VEHICLES

42.1: The present practice of the City's Police Department in regard to furnishing uniforms shall be continued. The City will provide the required equipment as needed at no cost to the employee.

42.2: Any employee who shall receive breakage, loss or damage to any of above listed equipment, in the line of duty, shall have such equipment replaced at no charge to the bargaining unit member.

42.3: Personal equipment which is lost, broken or damaged, in the line of duty, shall be replaced according to the following schedule; wrist watch, not to exceed replacement cost or $60, whichever is less; eyeglasses up to $200; and miscellaneous items not to exceed $100 in the aggregate. As to all items listed, each employee shall submit a detailed list of such items, including miscellaneous items, for filing with the Police Chief. Items not listed shall not be replaced at the cost of the City. When any such item is changed, it is the responsibility of the employee to amend his/her list on file with the Police Chief.

42.4: Each employee will be reimbursed up to $45.00 per month (Receipts required) for uniform cleaning, unless the employee is on a leave of absence, such as Sick Leave, Workers' Compensation, etc. for any extended period. The reimbursement will be paid in the next pay period.

42.5: The City agrees to provide take home vehicles to all bargaining unit members who have completed their field training program and are operating as solo officers. This vehicle take home program will be extended to all bargaining unit members who reside within a 20-mile radius of the Sebastian Police Department. The Police Chief may waive the 20-mile restriction. Police Vehicles assigned to a police officer becomes that officer's responsibility. It will be the officer's responsibility to maintain the vehicle in a clean and orderly condition and to ensure all scheduled or needed maintenance is performed. Each police vehicle shall be checked by the

assigned police officer in accordance with departmental policy prior to each shift and the check-off log filed with the Shift Commander. Bargaining Unit members will be denied the use of a city take home vehicle in those instances wherein a member has been found to have violated a department policy or due to a shortage of operable vehicles where no pool cars are available. If the bargaining unit member fails to properly maintain his or her vehicle, then the Police Chief can suspend the vehicle take home privilege of that member.

If a vehicle driver finds any fault in the vehicle that might constitute a safety hazard, the driver shall immediately advise his/her Shift Commander. If the Shift Commander agrees, the vehicle will not be returned to duty until the safety hazard(s) are eliminated.

42.6: Patrol vehicles will contain equipment in accordance with Departmental Policy.

42.7: Ballistic vests will be worn in accordance with departmental policy. Ballistic vests shall be tailored to each individual officer. An officer may be excused from wearing a ballistic vest for medical reasons as determined by a physician selected by the City. However, if excused due to medical reasons, the individual is performing in the capacity of police officer at their own risk.

ARTICLE 43
EDUCATION REIMBURSEMENT

Reimbursement of education expenses by the City of Sebastian for approved educational or training programs will be in conformance with the following:

43.1 Eligibility for Participation in Tuition Payment Plan – All regular full-time employees are eligible for participation in the City's Tuition Payment Plan up to the limit of the funds available for education. This program is available only to employees who have successfully completed their one-year employment or probationary period.

43.2: Tuition Payment Plan – The City of Sebastian will, upon approval of the Police Chief, the City Manager, and the Human Resources Director, pay a percentage of the tuition based on the course grade achieved of regular full-time employees for any eligible training or educational program/course. An eligible training or educational program/course is one that, in the judgment of the Human Resources Director, the City Manager, and the Police Chief, is directly related to the employee's current position or to a related higher position, and which will improve performance in a current position or which constitutes preparation for promotion to related higher responsibilities. Post graduate (ex. Master's, Doctorate, etc.) programs are not included within the tuition payment plan.

The Tuition Reimbursement Plan is as follows:

Grade	% Paid
A	100%
B	90%
C	75%
P-Passing 0r S-Satisfactory (If grades are not used)	100%

43.3: Application Procedure – An employee desiring to participate in the City's Tuition Payment Plan shall submit an application fifteen (15) working days in advance to the Police Chief requesting approval for Plan participation. If the Police Chief recommends the education program, his recommendation will be forwarded to the Human Resources Director and the City Manager for final approval.

43.4: Course Completion – If the employee achieves a grade of "C" or better in a course which is graded -- or if the employee receives a "pass" in a course which is graded on a pass/fail basis – he/she will submit an official copy of his/her grades along with proof of his/her payment for

tuition, required books, or lab fees to the Police Chief. Reimbursement for tuition shall be made in accordance with City policy for reimbursements. The employee's personnel record will be documented with his/her education achievement. Textbooks shall become City property at the completion of the course and turned over to the Police Chief or his designee.

43.5: Transportation – Transportation under the Tuition Payment Plan shall be at the employee's expense.

43.6: The reimbursement shall be available for a maximum total of twenty-for (24) semester hours or thirty-two (32) quarter hours in any one (1) fiscal year period for eligible regular employees pending budget authorization and availability of funds. The maximum tuition rate to be reimbursed for participating in the City's Tuition Payment Plan for college-level courses is that established annually by the Florida State Legislature for state supported schools. Should an employee ~~s~~elect to attend a non-State school, he/she is responsible for the difference in tuition. Any employee receiving a scholarship or grant for education will not be eligible for the education reimbursement funds if the funds exceed the City's tuition.

43.7: Service Requirement –Employees who are reimbursed for such courses, agree to remain employed by the City of Sebastian for at least three (3) years after completion of the course(s). Should an employee leave the City service within three (3) after completion of the course(s), he/she is required to return any payments to the City or it will be deducted from his/her final paycheck.

43.8: City Mandated Education Courses – If the City requires an employee to attend an educational course, seminar or conference, the City shall pay tuition, transportation, and meals and lodging in accordance with the City's Travel Policy.

ARTICLE 44
HEALTH & SAFETY

44.1: CONTAGIOUS DISEASES

The City shall provide each employee with vaccination series for Hepatitis at no expense to the employee.

ARTICLE 45
TRAINING

45.1: The City agrees to make a good faith effort to promote on-the-job training for the purpose of improving the performance of employees, aiding employees to equip themselves for advancement to higher positions and greater responsibilities, and improving the quality of service rendered to the public.

45.2: Where the City requires any employee to attend supervisory training and/or training in specialized techniques, the City will make every reasonable effort to facilitate the employee attending such training during his/her normal working hours. In the event the City is unable to schedule the employee to attend such training during his/her normal working hours, the employee shall be required to attend such training during his/her off-duty hours; provided, however, that the time spent by the employee in such training during his/her off-duty hours shall be compensated in accordance with Article 27 of this Agreement. Travel time shall not be compensated.

45.3: All sworn officers will be required to train and qualify with their service weapon on a semi-annual basis. A certified arms instructor shall conduct the training. The City shall furnish all ammunition and safety equipment. Any employee required to attend such training during his/her off-duty hours will be compensated in accordance with Article 27 of this Agreement. Travel time shall not be compensated.

45.4: The City may provide the employees with a library of current publications pertaining to Florida Law Enforcement.

ARTICLE 46
OFF-DUTY EMPLOYMENT

46.1: Outside Employment shall be controlled by the City's Standard Operating Procedures and departmental general orders. No City uniform shall be worn or any City equipment used.

A. Any employee desiring to pursue outside employment shall submit designated form to the Police Chief for approval. The Police Chief shall review and respond within a reasonable time period.

ARTICLE 47
SUBSTANCE ABUSE TESTING

47.1: The City and the Palm Beach County Police Benevolent Association, Inc. agree to abide by a Drug Free Workplace as provided for in Florida Statute.

47.2: An employee subject to drug testing for reasonable suspicion shall be placed on administrative leave with pay pending the laboratory results of the test.

ARTICLE 48
SAVINGS CLAUSE

48.1: If any article or section of this Agreement should be determined to be in conflict with any existing or subsequently enacted State or Federal legislation or judicial decision, all other articles and sections of this Agreement shall remain in full force and effect with it being presumed that the intent of the parties herein was to enter into the Agreement without such invalid portion(s).

48.2: In the event of such determination, the City agrees to notify the Palm Beach County Police Benevolent Association, Inc. of its intent to implement such change within fifteen (15) days of such notice. The Palm Beach County Police Benevolent Association, Inc. shall have the right to appeal such determination within thirty (30) days of such notice to the appropriate court. During the time of such appeal, the City will effect no change in the Agreement until such appeal has been resolved by the appropriate court within the State or Federal Judicial System.

48.3: In the event of invalidation of any article or section, the parties agree to meet within thirty (30) days of such determination for the purpose of negotiating a replacement for such article or section.

ARTICLE 49
RETIREMENT

49.1 The City will follow Ordinance No. O-15-01 amended by O-17-03 which amends Chapter 58, Law Enforcement, Article III, Police Officers' Retirement System, of the Code of Ordinances of the City of Sebastian. - The City shall contribute to the Plan as required by law to ensure that the Plan is funded on a sound actuarial basis.

49.2 Member Contributions

Members shall be required to make regular contributions to the fund in the amount of eight percent (8%) of their eligible earnings.

49.3 Cost-of-Living

(a) Normal Retirement Benefit

(1) The amount of the monthly retirement income payable to a member hired prior to October 1 2011 who retires on or after his normal retirement date shall be an amount equal to the number of years of credited service multiplied by three (3) percent of his average final compensation.

(2) For members hired on or after October 1, 2011, the amount of the monthly retirement income payable to a member who retires on or after his normal retirement date shall be an amount equal to the number of years of credited service multiplied by two (2) percent of his average final compensation for the years of credited service beginning on or after April 11, 2012 and ending October 1, 2016 and three (3) percent of average final compensation for all credited service before April 11, 2012 and after October 1, 2016.

(3) Future retirees with a minimum of fifteen (15) years of credited service shall receive a one percent (1%) automatic cost-of-living adjustment beginning on the first October 1 following the attainment of age fifty-eight (58). The COLA is applicable to all forms of retirement, including normal and early retirement, terminated vested, disability retirees and pre-retirement death beneficiaries.

49.4 Optional Forms of Benefits - For members who do not participate in the DROP pursuant to Section 58-70.3, the member may elect a percentage of benefit in a lump sum per the Ordinance.

49.5 Military Service, Police Service Prior to Employment
(a) The City will follow the City's Ordinance O-17-01 amended by O-17-03 Section 58-70.1 and Section 58-70.2

49.6 Deferred Retirement Option Plan (DROP)
(a) The City will follow the City's Ordinance O-17-01 amended by O-17-03 Section 58-70.3

49.7 Reemployment after Retirement
(a) The City will follow the City's Ordinance O-17-01 amended by O-17-03 Section 58-70.4

49.8 Any payment made to employees, pursuant to Articles 33.2, 33.6 and 34.5, for accrued vacation and/or sick leave shall not be used in calculating pension benefits, unless those hours were accrued prior to October 1, 2011. If an employee accrued vacation and/or sick leave prior to October 1, 2011, those hours shall be calculated into the pension benefit formula, at the time of separation, in accordance with the following provisions:

A. As part of the pension calculation formula, the employee's rate of pay in effect on October 1, 2011 shall be the hourly wage factor.

B. As part of the pension calculation formula, provisions from Articles 33 and 34, which govern maximum vacation and/or sick leave accruals, shall be in effect for potential benefit accruals.

C. Vacation and/or sick leave accruals eligible for the pension calculation shall be capped at an amount equal to eligible accruals as realized by the employee on October 1, 2011 or the accruals paid upon termination, whichever is less. Should vacation and/or sick leave accruals decrease below the capped amount, accruals used for the pension calculation shall not increase and the lower accrual amount will be used in the pension calculation formula.

D. Exhibit - "C" represents the eligible and capped vacation and/or sick leave accruals that may be used in the pension calculation formula. The chart shall be updated on an annual basis or upon retirement to ensure an accurate pension benefit calculation. Only employees listed in Exhibit "B" shall be eligible to apply accruals in the pension benefit formula.

ARTICLE 50
DURATION OF AGREEMENT & DATES

50.1 This Agreement shall become effective upon the date of ratification by the parties, and shall remain in full force and effect until 12:00 midnight on September 30, 2028.

50.2 All terms and conditions last in effect at the expiration of this agreement shall be automatically renewed from year to year thereafter unless either party has given written notice to the other on or before July 15th of any year in which the Agreement may expire.

IN WITNESS WHEREOF, the parties hereto have set their hands, this ____ day of _____, 2025.

PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, INC.

By: _____
John Kazanjian, President

By: _____
Nicholas J. Voglio, Esq.

CITY OF SEBASTIAN, FLORIDA

By: _____
Brian Benton, City Manager

By: _____
Brian Stewart,
CFO/Finance Director

By: _____
Cynthia R. Watson,
Human Resources Director

By: _____
Jim Stokes, Interim City Attorney

Approved as to form and content:

Attest: _____
Catherine E. Testa, Acting City Clerk

CITY OF SEBASTIAN

CITY COUNCIL STAFF REPORT

DATE	January 28, 2026
TO	Honorable Mayor and City Council
THRU	Brian Benton, City Manager
FROM	Jessica Graham, Procurement Manager
SUBJECT	Consideration of selecting Frazier Contracting LLC for ITB 26-03, Police Department Tile Roof Replacement, and authorize the City Manager or designee to issue Purchase Orders up to $208,078.16, and execute the appropriate documentation.

EXECUTIVE SUMMARY

On October 16, 2025, the City of Sebastian issued Invitation to Bid 26-03 for the Police Department Tile Roof Replacement. A total of 2857 contractors were notified of the bid posting, and 68 downloaded the solicitation. 14 bids were received, with 4 submitters deemed non-responsive. After reviewing the bids received, including checking references and confirming required license, Frazier Contracting, LLC was identified as the most responsive, responsible contractor.

The Notice of Intent to Award was posted on December 4, 2025, and a Notice of Intent to Protest was also received that same day. The procurement process was suspended while the protest process ran its course. The Notice of Intent to Protest was regarding a complaint filed against Frazier Contracting's roofing license. The complaint involved a subcontractor's additional crew that was not registered with the subcontractor. As the prime contractor, Frazier Contracting was responsible for ensuring all crews were registered with the contractor or subcontractor. Frazier Contracting paid a fine, and the complaint was closed prior to the solicitation due date. The contractor that filed a Notice of Intent to Protest did not provide their Protest Bond and Formal Protest by the due date. Therefore, they waived their right to proceedings under Chapter 120. The complaint filed with the Division of Business and Professional Regulations, as well as Frazier Contracting's response, is attached to this Staff Report.

During the Protest Period, the Procurement Division briefed the Parks and Recreation Department Director on the status of the protest and the complaint on the intended contractor's license. The decision was made to move forward with an award, as the contractor has implemented procedures to ensure these issues does not happen again, and the complaint was resolved prior to the bid opening.

While the Roof Replacement cost is $128,078.16, this price does not include the total cost to replace damaged plywood and fascia boards. The bid includes unit prices, but the cost to repair/replace these items won't be known until demolition is completed. Staff requests that the council approve up to $80,000.00 for plywood deck and fascia board repairs.

RECOMMENDATION

On behalf of the City of Sebastian Parks and Recreation Department, the Procurement Division recommends that the City Council approve Frazier Contracting LLC for ITB 26-03, Police Department Tile Roof Replacement, and authorize the City Manager or designee to issue Purchase Orders up to $208,078.16, and execute the appropriate documentation.

ATTACHMENTS:

1. Procurement Justification
2. Frazier Contracting LLC Roofing License Complaint and Response
3. Notice of Intent and Bid Tabulation

FUNDING SOURCE:

Expenditure required	Amount Budgeted:	Funding source
$128,078.16 – Bid Price $80,000.00 – not to exceed amount for plywood deck and fascia board repairs	$300,000 An encumbered amount of $13,255 was approved by the City Manager through CSA #11 Amendment 1 with Kimley Horn on 10/27/2025 to do a bid package, technical review and inspection/field visits.	Public Facilities Maintenance Division CIP - Discretionary Sales Tax

Additional Funds Needed: $ 0.00

CITY OF SEBASTIAN
HOME OF PELICAN ISLAND

PROCUREMENT JUSTIFICATION

A **Competitive Solicitation** is a formal process that requires sealed bids, provides an equal and open opportunity to qualified parties, and culminates in a selection based on criteria.

A **Competitive Quote** is an informal process that provides an equal and open opportunity to qualified parties and culminates in a selection based on criteria.

DATE: January 15, 2026

TYPE OF PURCHASE:

- ☑ Invitation to Bid (ITB)
- ☐ Request for Proposal (RFP)
- ☐ Request for Qualification (RFQ)
- ☐ Invitation to Quote (ITN)
- ☐ Piggyback/Cooperative
- ☐ 3 Written Quotes

PROPOSED VENDOR: Frazier Contracting LLC

ITEMS OR SERVICES REQUIRED: Police Department Roof Replacement

ADDITIONAL INFORMATION
On October 16, 2025, the City of Sebastian issued Invitation to Bid 26-03 for the Police Department Tile Roof Replacement. A total of 2857 contractors were notified of the bid posting, and 68 downloaded the solicitation. 14 bids were received, with 4 submitters deemed non-responsive. After reviewing the bids received, including checking references and confirming required license, Frazier Contracting, LLC was identified as the most responsive, responsible contractor.

Approved: Jessica Graham
Digitally signed by Jessica Graham
Date: 2026.01.16 09:40:07 -05'00'

Jessica Graham, Procurement/Contracts Manager

Frazier Contracting LLC
720 Maitland Ave
Altamonte Springs, FL 32701
407-796-1157
CGC1527075
CCC1332478

Dec 4th, 2025

Whom It May Concern,

My name is Adam Smith, and I am the owner of Frazier Contracting, holding both a Certified Roofing Contractor License and a Certified General Contractor License. I am writing to address the citation issued to my roofing license related to a project we are currently completing in Stuart, Florida.

Due to the size of the project, our regular crew contacted an additional subcontracting crew for support. Unfortunately, we later discovered that this additional crew was not registered under any sub contractor roofing company, which resulted in the citation. This was an oversight and corrective measures have already been implemented to ensure this situation does not occur again.

I have been in the construction industry for over 25 years and our company has completed thousands of roofs for satisfying customers.Throughout this time, my company has successfully completed numerous commercial and residential projects across the state of Florida. We have had the privilege of working with government agencies, municipalities, builders, and private homeowners.

Frazier Contracting maintains a strong reputation for quality, professionalism, and customer satisfaction. Our 5.0-star rating on Google reflects the level of service and dedication we bring to every project.

Our highest priority is ensuring our clients are fully satisfied with the work we perform. Please feel free to contact me directly should you have any questions or require additional information.

Thank you for your time and consideration.

Sincerely,

ADAM SMITH

Frazier Contracting LLC
Owner/ Contractor
CGC1527075/CCC1332478
(321) 444-3526
adam@fraziercontracting.com

General Note -
9/24/2025
STEPHANIE.HOFMANN
9/24/2025 11:07:39
AM
2025055011
Issued 2/20/25
CCC1332478
Paid

Department of Business & Professional Regulation

FILED
Department of Business and Professional Regulation
Deputy Agency Clerk
CLERK: Evette Lawson-Proctor
Date: 9/24/2025
File #:

DATE OF COMPLAINT 02/20/2025

DBPR COMPLAINT NO: Pending

BOARD OF CILB

UNIFORM DISCIPLINARY CITATION

ISSUED TO: Adam Frazier Smith (Subject)

960 Gamewell Avenue (Address)

Maitland FL 32751 (City/State/Zip)

407-716-3575 (Telephone No.)

D.B/A: Frazier Contracting LLC

960 Gamewell Avenue (Address)

Maitland FL 32751 (City/State/Zip)

407-716-3575 (Business No.)

LICENSE NUMBER: CCC1332478

On the 12th day of February 2025 pursuant to Section 455.224, *Florida Statutes*, the undersigned hereby certifies that he/she has probable cause to believe that the Subject violated the following provision(s) of law/rule: 489.129 (1) (d) by committing the following act(s): Assisting unlicensed person or entity, with no consumer harm
Re-roofing in progress on February 12, 2025 worker re-roofing residence stated he worked for Celina Group Construction LLC White Cargo Van on job site was idenified via tag number 77CJCJ as beloning to Celina Gonzales Ramos, who is also Managing Member of Florida Limited Liability Company Celina Group Construction LLC. Other workers on site performing roofing work 2 had mexico id cards,1 had Republica De Honduras ID, 2 had passports from mexico, 1 had Florida DL

At: 3491 SW Islesworth Circle Palm City FL

Pursuant to Rule 61G4-19.001(10), Florida Administrative Code, the following penalty is imposed for violation of the aforesaid provision: $ 500.00

plus investigative costs in the amount of: $ 41.20

TOTAL AMOUNT DUE: $ 541.20

ISSUED this 20th day of February 2025 and was (☐) Personally Served or (☐) Sent by Certified US Mail, Restricted Delivery, Receipt Number _____ to: emailed to Adam Frazier Smith at adamsmithwp@gmail.com

Melanie S. Griffin, Secretary

BY *Mark Johnson* **REG OFFICE:** REG. 8, WPB

SUBJECT MUST CHOOSE ONE OF THE FOLLOWING:

☒ I choose to **PAY** the penalty/investigative costs (if any) on the Citation

☐ I choose to **DISPUTE** the Citation and wish to proceed under s. 455.225, *Florida Statutes.*

Signed: _____ (Subject's Name) Date Signed 2/20/2025

READ OTHER SIDE FOR RIGHTS AND MAILING INSTRUCTIONS

DBPR FORM 8000-405 (05/16) White – Regional Office File Yellow & Pink - Subject

General Note -
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READ OTHER SIDE FOR RIGHTS AND MAILING INSTRUCTIONS

LEGAL RIGHTS AND MAILING INSTRUCTIONS

The legal options available to you after you have been issued a citation are as follows:

(A) You may **PAY** the fine (and costs, if applicable) specified on the citation by mailing a copy of the citation and full payment of the fine to the department **within 60 days** of the date the citation is served. After you have paid the citation fine, the case will be closed with no further action taken by the department. If you elect this option, send the citation and payment to the following address: **Department of Business and Professional Regulation, Attn: Revenue Validation Unit, 2601 Blairstone Rd., Tallahassee, Florida 32399-2212.**

(B) You may **DISPUTE** the facts alleged in the citation and elect to proceed under s. 455.225, Florida Statutes. In that case, you must check the appropriate box and return the original or a copy of the citation **within 30 days** of the date you were served. An Administrative Complaint may be filed thereafter and served upon you. If the department prevails at the hearing, you may be required to pay a fine and any additional investigative or administrative costs associated with prosecution. Prosecution will be in accordance with Chapters 120 and 455, Florida Statutes, and the practice act governing the profession. Any fine imposed by a Final Order following prosecution will be in accordance with disciplinary guidelines for the profession contained in the Florida Administrative Code, may reflect mitigating or aggravating circumstances, and may be higher or lower than the amount specified in the citation. If you elect this option, send the citation to the following address: **Department of Business and Professional Regulation, Attn: Division of Professions and Regulation, 2601 Blairstone Rd., Tallahassee, Florida 32399-2212**.

NOTE: **An undisputed citation automatically becomes a final order 30 days after it is issued.** If you do not return the citation **within 30 days** of the date you were served with your choice properly marked, you will have waived your right to have the matter heard, and the citation will automatically become a final order. Failure to pay a citation fine **within 30 days** after the citation has become a final order constitutes an additional violation of your practice act and may subject you to further disciplinary action.

The postmark on the envelope mailed by you or a delivery service to the proper address, or hand-delivered document hand-stamped by the department constitutes **proof of timeliness.** You may wish to mail the citation by certified mail, return receipt requested, as your returned receipt also constitutes proof of your compliance with the time requirements.

NOTICE OF APPELLATE RIGHTS

YOU ARE HEREBY NOTIFIED, pursuant to Sections 120.569(1) and 120.68, Florida Statutes, that you may appeal a citation that becomes a Final Order by filing, within 30 days of the Order date, a Notice of Appeal and appropriate filing fee in the District Court of Appeal for your area and by filing one copy of the Notice of Appeal with the Clerk, Department of Business and Professional Regulation, 2601 Blairstone Rd., Tallahassee, Florida 32399-2212.

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READ OTHER SIDE FOR RIGHTS AND MAILING INSTRUCTIONS

DBPR FORM 8000-405 (05/16) White – Regional Office File Yellow & Pink - Subject

REG - Complaint Information E-Form



Complainant:	DBPR-WEST PALM BEACH
Case Number:	2025055011
Case Type:	
Respondent:	
Subject:	FRAZIER CONTRACTING LLC
Date Received:	
Board:	CILB
Analyst:	BRITTANY.KEITH
Investigator:	
Supervisor:	
RPA:	
Admin Asst:	
Case Review Status:	CITATION PAID
Case File Status:	CLOSED
Days Remaining:	0
Letter Type:	
Mediation Status:	

Add Comment:

Append Comment

Comment History:

Wed Sep 24 2025 11:08:29 GMT-0400 (Eastern Daylight Time)-STEPHANIE.HOFMANN:paid.

Submit Cancel View Related Documents

CITY OF SEBASTIAN
HOME OF PELICAN ISLAND

INTENT TO AWARD

POSTING DATE: December 4,2025

26-03-ITB
Police Department Tile Roof Replacement

Notice is hereby given that the City of Sebastian intends to award an Agreement upon approval of the City Council on Wednesday, December 17, 2025 at 6:00 PM EST to the following Bidder:

FRAZIER CONTRACTING LLC

All City Council meetings are open to the public.

If you have any questions, please don't hesitate to contact me at 772-388-8231 or procurement@cityofsebastian.org.

Sincerely,

Digitally signed by Jessica Graham
Date: 2025.12.04 09:51:10 -05'00'

Jessica Graham, CPPB
Procurement Manager
City of Sebastian

"Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes."

CITY OF SEBASTIAN
HOME OF PELICAN ISLAND

BID TABULATION

Bid #: 26-03-ITB Bid Title: Police Department Tile Roof Replacement	**All Area Roofing & Construction, Inc.** 3921 S US HWY 1 Fort Pierce, FL 34982	**Apex Roofing USA, LLC** 281 NE 32nd Street Oakland Park, FL 33334	**Frazier Contracting LLC** 720 Maitland Ave Altamonte Springs, FL 32701	**Jenkins Roofing Tampa Inc** 2402 W Baker St Plant City, FL 33563
	(Pass/Fail/NA)	(Pass/Fail/NA)	(Pass/Fail/NA)	(Pass/Fail/NA)
Attended Mandatory Pre-Bid Meeting	Pass	Pass	Pass	Pass
Bid Bond	Pass	Pass	Pass	Pass
Bid Price Form	Pass	Pass	Pass	Pass
Contact Information Sheet	Pass	Pass	Pass	Pass
Corporate Resolution (if applicable)	Pass	Pass	Pass	Pass
Statement of Bidder's Qualifications	Pass	Pass	Pass	Pass
Certification Regarding Debarment and Suspension	Pass	Pass	Pass	Pass
Certification Regarding Prohibition Against Contracting with Scrutinized Companies	Pass	Pass	Pass	Pass
Appendix A, 44 C.F.R. Part 18 - Certification Regarding Lobbying	Pass	Pass	Pass	Pass
Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit	Pass	Pass	Pass	Pass
Human Trafficking Affidavit	Pass	Pass	Pass	Pass
Notifications Affidavit	Pass	Pass	Pass	Pass
Reference List	Pass	Pass	Pass	Pass
Subcontractor List	Pass	Pass	Pass	Pass
Local Vendor Affidavit	N/A	N/A	N/A	N/A
Roofing Contractor, General Contractor, or Building Contractor	Pass Certified Roofing Contractor	Pass Certified Roofing Contractor	Pass Certified General Contractor Certified Roofing Contractor	Pass Certified Roofing Contractor
Three (3) years of experience providing roof replacement or general construction	Pass	Pass	Pass	Pass
Sebastian or Indian River County Business Tax Receipt	N/A	N/A	N/A	N/A

Notes: Highland Homes Roofing was the name listed on the VendorLink profile. However, the bid was submitted by All Area Roofing, Inc.

Posting Date: **December 4, 2025**

Procurement Division 1225 Main Street, Sebastian, FL 32958 Phone: 772-388-8231

CITY OF SEBASTIAN
HOME OF PELICAN ISLAND

BID TABULATION

Bid #: 26-03-ITB Bid Title: Police Department Tile Roof Replacement	**Laporta Contracting LLC** 3015 North Ocean Blvd, # 12-G Fort Lauderdale, FL 33308	**Lewis Walker Roofing, Inc.** 1118 South Marion Ave Lake City, FL 32025	**Quick Roofing, LLC** 925 E Kennedale Parkway Kennedale, TX 76760	**TC Metal Roofing LLC** 1000 Charles Street Longwood, FL 32750
	(Pass/Fail/NA)	(Pass/Fail/NA)	(Pass/Fail/NA)	(Pass/Fail/NA)
Attended Mandatory Pre-Bid Meeting	Pass	Pass	Pass	Pass
Bid Bond	Pass	Pass	Pass	Pass
Bid Price Form	Pass	Pass	Pass	Pass
Contact Information Sheet	Pass	Pass	Pass	Pass
Corporate Resolution (if applicable)	Pass	Pass	Pass	N/A
Statement of Bidder's Qualifications	Pass	Pass	Pass	Pass
Certification Regarding Debarment and Suspension	Pass	Pass	Pass	Pass
Certification Regarding Prohibition Against Contracting with Scrutinized Companies	Pass	Pass	Pass	Pass
Appendix A, 44 C.F.R. Part 18 - Certification Regarding Lobbying	Pass	Pass	Pass	Pass
Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit	Pass	Pass	Pass	Pass
Human Trafficking Affidavit	Pass	Pass	Pass	Pass
Notifications Affidavit	Pass	Pass	Pass	Pass
Reference List	Pass	Pass	Pass	Pass
Subcontractor List	Pass	Pass	Pass	Pass
Local Vendor Affidavit	N/A	N/A	N/A	N/A
Roofing Contractor, General Contractor, or Building Contractor	Pass Certified General Contractor Certified Roofing Contractor	Pass Certified Roofing Contractor	Pass Certified Roofing Contractor	Pass Certified General Contractor Certified Roofing Contractor
Three (3) years of experience providing roof replacement or general construction	Pass	Pass	Pass	Pass
Sebastian or Indian River County Business Tax Receipt	N/A	N/A	N/A	N/A

Notes:

Procurement Division 1225 Main Street, Sebastian, FL 32958 Phone: 772-388-8231

CITY OF SEBASTIAN
HOME OF PELICAN ISLAND

BID TABULATION

Bid #: 26-03-ITB Bid Title: Police Department Tile Roof Replacement	**The Roof Authority Inc** 6771 No. Old Dixie Highway Fort Pierce, FL 34946	**Thielen Roofing & Construction, LLC** 14380 Cemetery Rd Fort Myers, FL 33905
	(Pass/Fail/NA)	(Pass/Fail/NA)
Attended Mandatory Pre-Bid Meeting	Pass	Pass
Bid Bond	Pass	Pass
Bid Price Form	Pass	Pass
Contact Information Sheet	Pass	Pass
Corporate Resolution (if applicable)	Pass	Pass
Statement of Bidder's Qualifications	Pass	Pass
Certification Regarding Debarment and Suspension	Pass	Pass
Certification Regarding Prohibition Against Contracting with Scrutinized Companies	Pass	Pass
Appendix A, 44 C.F.R. Part 18 - Certification Regarding Lobbying	Pass	Pass
Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit	Pass	Pass
Human Trafficking Affidavit	Pass	Pass
Notifications Affidavit	Pass	Pass
Reference List	Pass	Pass
Subcontractor List	Pass	Pass
Local Vendor Affidavit	N/A	Pass
Roofing Contractor, General Contractor, or Building Contractor	Pass Certified Roofing Contractor	Pass Certified Roofing Contractor
Three (3) years of experience providing roof replacement or general construction	Pass	Pass
Sebastian or Indian River County Business Tax Receipt	N/A	N/A

Notes:

Procurement Division 1225 Main Street, Sebastian, FL 32958 Phone: 772-388-8231

CITY OF SEBASTIAN
HOME OF PELICAN ISLAND

BID TABULATION

	NON-RESPONSIVE	NON-RESPONSIVE	NON-RESPONSIVE	NON-RESPONSIVE
Bid #: 26-03-ITB Bid Title: Police Department Tile Roof Replacement	MGM Contracting Inc	Atlantic Roofing II of Vero Beach Inc	Campany Roofing	Protect Preserve LLC
	(Pass/Fail/NA)	(Pass/Fail/NA)	(Pass/Fail/NA)	(Pass/Fail/NA)
Attended Mandatory Pre-Bid Meeting	Pass	Pass	Pass	Yes
Bid Bond	Pass	Pass	Pass	Fail
Bid Price Form	Fail	Fail	Pass	
Contact Information Sheet	Fail		Fail	
Corporate Resolution (if applicable)	Fail		Fail	
Statement of Bidder's Qualifications	Fail		Fail	
Certification Regarding Debarment and Suspension	Fail		Fail	
Certification Regarding Prohibition Against Contracting with Scrutinized Companies	Fail		Fail	
Appendix A, 44 C.F.R. Part 18 - Certification Regarding Lobbying	Fail		Fail	
Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit	Fail		Fail	
Human Trafficking Affidavit	Fail		Fail	
Notifications Affidavit	Fail		Fail	
Reference List	Fail		Fail	
Subcontractor List	Fail		Fail	
Local Vendor Affidavit	Fail		Fail	
Roofing Contractor, General Contractor, or Building Contractor	Fail		Fail	
Three (3) years of experience providing roof replacement or general construction	Fail		Fail	
Sebastian or Indian River County Business Tax Receipt	Fail		Fail	

Notes:	The bid submittal was not signed by an authorized party	Contractor did not submit a price sheet.	Contractor did not submit required bid documents	Contractor did not submit a bid bond.

Procurement Division 1225 Main Street, Sebastian, FL 32958 Phone: 772-388-8231

CITY OF SEBASTIAN
HOME OF PELICAN ISLAND

Bid #: 26-03-ITB Bid Title: Police Department Tile Roof Replacement				**Frazier Contracting LLC** 720 Maitland Ave Altamonte Springs, FL 32701		**LaPorta Contracting LLC** 3015 North Ocean Blvd, # 12-5 Fort Lauderdale, FL 33308		**Jenkins Roofing Tampa Inc.** 2402 W Baker St Plant City, FL 33563		**All Area Roofing & Construction, Inc.** 3291 S. US Hwy 1 Fort Pierce, FL 34982	
General Building Storefront Renovation											
Pay Item No.	**Repair Item**	**Unit**	**Quantity**	**Unit Cost**	**Total Cost**	**Unit Cost**	**Total Cost**	**Unit Cost**	**Total Cost**	**Unit Cost**	**Total Cost**
GC-1	Mobilization/demobilization, construction debris removal & site maintenance, dumpster, project management	LS	1	$ 5,617.83	$ 5,617.83	$ 20,000.00	$ 20,000.00	$ 16,755.00	$ 16,755.00	$ 14,111.00	$ 14,111.00
GC-2	Permit documents process & submittals	LS	1	$ 286.83	$ 286.83	$ 5,000.00	$ 5,000.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00
	General Building Storefront Renovation Subtotal				$ 5,904.66		$ 25,000.00		$ 18,255.00		$ 15,611.00
General Building Storefront Renovation											
Pay Item No.	**Repair Item**	**Unit**	**Quantity**	**Unit Cost**	**Total Cost**	**Unit Cost**	**Total Cost**	**Unit Cost**	**Total Cost**	**Unit Cost**	**Total Cost**
S-1	Demo existing clay tile roof covering to clean and workable surface	SF	11,150	$ 3.30	$ 36,795.00	$ 0.7623318	$ 8,500.00	$ 3.20	$ 35,680.00	$ 3.30	$ 36,795.00
S-2	Check plywood deck and repair damages. Include a price per plywood sheet to replace if found to be damaged.	EA	1	$ 75.00	$ 75.00	$ 80.00	$ 80.00	$ 75.00	$ 75.00	$ 85.00	$ 85.00
S-3	Check fascia board and repair damages. Include a price per foot to replace fascia board if found to be damaged.	LF	1	$ 8.00	$ 8.00	$ 8.50	$ 8.50	$ 8.00	$ 8.00	$ 15.00	$ 15.00
S-4	Installation of peel and stick underlayment. Quantity does not include underlayment side and end laps	SF	11,150	$ 1.41	$ 15,721.50	$ 1.34529	$ 14,999.98	$ 1.60	$ 17,840.00	$ 3.30	$ 36,795.00
S-5	Installation of accessories including metal drip edge, metal eave closure, flashing, ridge and hip caps, valley underlayment	LS	1	$ 10,000.00	$ 10,000.00	$ 2,500.00	$ 2,500.00	$ 42,520.00	$ 42,520.00	$ 19,500.00	$ 19,500.00
S-6	Remove and replace 30-ft of gutter and (2) downspouts on the tile roof	LS	1	$ 3,000.00	$ 3,000.00	$ 500.00	$ 500.00	$ 1,200.00	$ 1,200.00	$ 1,640.00	$ 1,640.00

CITY OF SEBASTIAN
HOME OF PELICAN ISLAND

Bid #: 26-03-ITB Bid Title: Police Department Tile Roof Replacement				Frazier Contracting LLC 720 Maitland Ave Altamonte Springs, FL 32701		LaPorta Contracting LLC 3015 North Ocean Blvd, # 12-5 Fort Lauderdale, FL 33308		Jenkins Roofing Tampa Inc. 2402 W Baker St Plant City, FL 33563		All Area Roofing & Construction, Inc. 3291 S. US Hwy 1 Fort Pierce, FL 34982	
S-7	Installation of new clay tile roof using adhesive foam	SF	11,150	$ 3.35	$ 37,352.50	$ 7.623318	$ 85,000.00	$ 4.52	$ 50,398.00	$ 5.46	$ 60,879.00
S-8	Flashing/waterproofing repairs at identified RTUs (4)	LS	1	$ 3,500.00	$ 3,500.00	$ 3,465.87	$ 3,465.87	$ 3,000.00	$ 3,000.00	$ 9,360.00	$ 9,360.00
			Site Work Subtotal		$ 106,452.00		$ 115,054.35		$ 150,721.00		$ 165,069.00
Bid Alternate											
Pay Item No.	**Repair Item**	**Unit**	**Quantity**	**Unit Cost**	**Total Cost**	**Unit Cost**	**Total Cost**	**Unit Cost**	**Total Cost**	**Unit Cost**	**Total Cost**
BA-1	Installation of 2nd layer of peel and stick underlayment. Quantity does not include underlayment side and end laps	SF	11,150	$ 1.41	$ 15,721.50	$ 1.0996	$ 12,260.54	$ 1.54	$ 17,171.00	$ 0.95	$ 10,592.50
			Alternate Subtotal		$ 15,721.50		$ 12,260.54		$ 17,171.00		$ 10,592.50
			Total Bid Price WITHOUT Alternate		$ 112,356.66		$ 140,054.35		$ 168,976.00		$ 180,680.00
			Total Bid Price WITH Alternate		$ 128,078.16		$ 152,314.89		$ 186,147.00		$ 191,272.50

Mathematical errors on bid submittal. Totals show are correct

Mathematical errors on bid submittal. Totals show are correct

CITY OF SEBASTIAN
HOME OF PELICAN ISLAND

Bid #: 26-03-ITB Bid Title: Police Department Tile Roof Replacement				**TC Metal Roofing LLC** 1000 Charles St Longwood, FL 32750		**Thielen Roofing & Construction LLC** 14380 Cemetery Rd Fort Myers, FL 33905		**Lewis Walker Roofing, Inc** 1118 South Marion Avenue Lake City, Fl32025	
General Building Storefront Renovation									
Pay Item No.	**Repair Item**	**Unit**	**Quantity**	**Unit Cost**	**Total Cost**	**Unit Cost**	**Total Cost**	**Unit Cost**	**Total Cost**
GC-1	Mobilization/demobilization, construction debris removal & site maintenance, dumpster, project management	LS	1	$ 40,000.00	$ 40,000.00	$ 12,500.00	$ 12,500.00	$ 9,500.00	$ 9,500.00
GC-2	Permit documents process & submittals	LS	1	$ 1,700.00	$ 1,700.00	$ 10,000.00	$ 10,000.00	$ 4,500.00	$ 4,500.00
	General Building Storefront Renovation Subtotal				$ 41,700.00		$ 22,500.00		$ 14,000.00
General Building Storefront Renovation									
Pay Item No.	**Repair Item**	**Unit**	**Quantity**	**Unit Cost**	**Total Cost**	**Unit Cost**	**Total Cost**	**Unit Cost**	**Total Cost**
S-1	Demo existing clay tile roof covering to clean and workable surface	SF	11,150	$ 2.50	$ 27,875.00	$ 6.00	$ 66,900.00	$ 9.16	$ 102,134.00
S-2	Check plywood deck and repair damages. Include a price per plywood sheet to replace if found to be damaged.	EA	1	$ 95.00	$ 95.00	$ 95.00	$ 95.00	$ 95.00	$ 95.00
S-3	Check fascia board and repair damages. Include a price per foot to replace fascia board if found to be damaged.	LF	1	$ 6.00	$ 6.00	$ 8.00	$ 8.00	$ 3.75	$ 3.75
S-4	Installation of peel and stick underlayment. Quantity does not include underlayment side and end laps	SF	11,150	$ 1.00	$ 11,150.00	$ 3.00	$ 33,450.00	$ 1.00	$ 11,150.00
S-5	Installation of accessories including metal drip edge, metal eave closure, flashing, ridge and hip caps, valley underlayment	LS	1		$ 53,299.00	$ 10,500.00	$ 10,500.00	$ 18,500.00	$ 18,500.00
S-6	Remove and replace 30-ft of gutter and (2) downspouts on the tile roof	LS	1	$ 1,800.00	$ 1,800.00	$ 2,100.00	$ 2,100.00	$ 1,650.00	$ 1,650.00

CITY OF SEBASTIAN
HOME OF PELICAN ISLAND

Bid #: 26-03-ITB Bid Title: Police Department Tile Roof Replacement				**TC Metal Roofing LLC** 1000 Charles St Longwood, FL 32750		**Thielen Roofing & Construction LLC** 14380 Cemetery Rd Fort Myers, FL 33905		**Lewis Walker Roofing, Inc** 1118 South Marion Avenue Lake City, Fl32025	
S-7	Installation of new clay tile roof using adhesive foam	SF	11,150	$ 5.50	$ 61,325.00	$ 7.00	$ 78,050.00	$ 9.16	$ 102,134.00
S-8	Flashing/waterproofing repairs at identified RTUs (4)	LS	1	$ 1,500.00	$ 1,500.00	$ 2,700.00	$ 2,700.00	$ 3,000.00	$ 3,000.00
			Site Work Subtotal		$ 157,050.00		$ 193,803.00		$ 238,666.75
Bid Alternate									
Pay Item No.	**Repair Item**	**Unit**	**Quantity**	**Unit Cost**	**Total Cost**	**Unit Cost**	**Total Cost**	**Unit Cost**	**Total Cost**
BA-1	Installation of 2nd layer of peel and stick underlayment. Quantity does not include underlayment side and end laps	SF	11,150	$ 1.00	$ 11,150.00	$ 1.00	$ 11,150.00	$ 1.00	$ 11,150.00
			Alternate Subtotal		$ 11,150.00		$ 11,150.00		$ 11,150.00
			Total Bid Price WITHOUT Alternate		$ 198,750.00		$ 216,303.00		$ 252,666.75
			Total Bid Price WITH Alternate		$ 209,900.00		$ 227,453.00		$ 263,816.75

CITY OF SEBASTIAN
HOME OF PELICAN ISLAND

Bid #: 26-03-ITB Bid Title: Police Department Tile Roof Replacement				**Apex Roofing USA, LLC** 281 NE 32nd Street Oakland Park, FL 33334		**The Roof Authority Inc** 6771 No. Old Dixie Highway Ft Pierce, FL 34946		**Quick Roofing, LLC** 925 E Kennedale Parkway Kennedale, TX 76760	
General Building Storefront Renovation									
Pay Item No.	**Repair Item**	**Unit**	**Quantity**	**Unit Cost**	**Total Cost**	**Unit Cost**	**Total Cost**	**Unit Cost**	**Total Cost**
GC-1	Mobilization/demobilization, construction debris removal & site maintenance, dumpster, project management	LS	1	$ 11,000.00	$ 11,000.00	$ 13,129.00	$ 13,129.00	$ 22,500.00	$ 22,500.00
GC-2	Permit documents process & submittals	LS	1	$ 6,100.00	$ 6,100.00	$ 4,041.00	$ 4,041.00	$ 6,250.00	$ 6,250.00
	General Building Storefront Renovation Subtotal				$ 17,100.00		$ 17,170.00		$ 28,750.00
General Building Storefront Renovation									
Pay Item No.	**Repair Item**	**Unit**	**Quantity**	**Unit Cost**	**Total Cost**	**Unit Cost**	**Total Cost**	**Unit Cost**	**Total Cost**
S-1	Demo existing clay tile roof covering to clean and workable surface	SF	11,150	$ 0.72	$ 8,028.00	$ 14.07	$ 156,880.50	$ 1.00	$ 11,150.00
S-2	Check plywood deck and repair damages. Include a price per plywood sheet to replace if found to be damaged.	EA	1	$ 180.00	$ 180.00	$ 96.00	$ 96.00	$ 120.00	$ 120.00
S-3	Check fascia board and repair damages. Include a price per foot to replace fascia board if found to be damaged.	LF	1	$ 6.00	$ 6.00	$ 15.00	$ 15.00	$ 18.00	$ 18.00
S-4	Installation of peel and stick underlayment. Quantity does not include underlayment side and end laps	SF	11,150	$ 1.40	$ 15,610.00	$ 1.08	$ 12,042.00	$ 1.95	$ 21,742.50
S-5	Installation of accessories including metal drip edge, metal eave closure, flashing, ridge and hip caps, valley underlayment	LS	1	$ 24,000.00	$ 24,000.00	$ 41,924.00	$ 41,924.00	$ -	$ -
S-6	Remove and replace 30-ft of gutter and (2) downspouts on the tile roof	LS	1	$ 1,751.00	$ 1,751.00	$ 734.00	$ 734.00	$ 1,596.84	$ 1,596.84

CITY OF SEBASTIAN
HOME OF PELICAN ISLAND

Bid #: 26-03-ITB Bid Title: Police Department Tile Roof Replacement				Apex Roofing USA, LLC 281 NE 32nd Street Oakland Park, FL 33334		The Roof Authority Inc 6771 No. Old Dixie Highway Ft Pierce, FL 34946		Quick Roofing, LLC 925 E Kennedale Parkway Kennedale, TX 76760	
S-7	Installation of new clay tile roof using adhesive foam	SF	11,150	$ 17.50	$ 195,125.00	$ 6.87	$ 76,600.50	$ 59.18	$ 659,857.00
S-8	Flashing/waterproofing repairs at identified RTUs (4)	LS	1	$ 6,200.00	$ 6,200.00	$ 890.00	$ 890.00	$ 25,307.53	$ 25,307.53
			Site Work Subtotal		$ 250,900.00		$ 289,182.00		$ 719,791.87
Bid Alternate									
Pay Item No.	**Repair Item**	**Unit**	**Quantity**	**Unit Cost**	**Total Cost**	**Unit Cost**	**Total Cost**	**Unit Cost**	**Total Cost**
BA-1	Installation of 2nd layer of peel and stick underlayment. Quantity does not include underlayment side and end laps	SF	11,150	$ 1.40	$ 15,610.00			$ 1.95	$ 21,742.50
			Alternate Subtotal		$ 15,610.00		$ -		$ 21,742.50
			Total Bid Price WITHOUT Alternate		$ 268,000.00		$ 306,352.00		$ 748,541.87
			Total Bid Price WITH Alternate		$ 283,610.00		$ 306,352.00		$ 770,284.37

Mathematical errors on bid submittal. Totals show are correct

CITY OF SEBASTIAN

CITY COUNCIL STAFF REPORT

DATE	January 28, 2026
TO	Honorable Mayor and City Council
THRU	Brian Benton, City Manager
FROM	Jessica Graham, Procurement Manager
SUBJECT	Consideration of Change Order #2 in the amount of $57,118.00 for Dickerson Infrastructure Purchase Order number 11463, for Taxiway G Construction.

EXECUTIVE SUMMARY

On August 12, 2025, the City Council approved a contract with Dickerson Infrastructure to complete the Taxiway Golf Construction at Sebastian Municipal Airport for $882,000. As the project was significantly under the $1,975,200 awarded through the FDOT PTGA grant, the City issued Change Order #1 on November 12, 2025, to stabilize the Taxiway Golf Apron and prevent water, sand, and dirt from damaging the Taxiway Golf. During completion of the additional work, Dickerson Infrastructure encountered an unforeseen condition: unsuitable subbase material at the Phase 2 Taxiway Golf/Bravo tie-in. Work was suspended until direction was received from the Engineer of Record.

Change Order #2 addresses the additional funding needed to excavate the unsuitable material, a contract time extension (due to the additional work and City of Sebastian holidays), and a revision to the liquidated damages calendar (combining Phases 1 and 2).

Staff recommends approval of Change Order #2 to increase the contract cost, increase the number of days in the contract, and revise the liquidated damages table.

RECOMMENDATION

On behalf of the Sebastian Airport, the Procurement Division recommends that the City Council approve Dickerson Infrastructure Change Order #2 and authorize the City Manager to execute it.

ATTACHMENTS:

1. Dickerson Infrastructure Change Order 2 – PO 11463 – Contractor Signed

FUNDING SOURCE:

Expenditure required	Amount Budgeted:	Funding source
$57,118.00 $45.694.40 FDOT $11,423.60 Total City Share	$1,975,200 An encumbered amount of $882,000 was approved by City Council on 10/12/25 for Taxiway G Construction.	$1,580,160 FDOT Grant (80%) $395,040 Discretionary Sales Tax (20%)

	An encumbered amount of $207,890.75 was approved by City Council on 5/28/2025 for Taxiway G Construction Engineering Services. Taxiway G Construction Engineering Services An encumbered amount of $77,166.40 was approved by City Council on 11/12/2025 to expand the project and pave a significant portion of Taxiway G Apron to address stabilization issues. An encumbered amount of 9,132.75 was approved by City Councill on 11/12/2025 to provide construction inspection services for the additional scope of work.	

Additional Funds Needed: $ 0.00

CITY OF SEBASTIAN
HOME OF PELICAN ISLAND

CHANGE ORDER FORM

Change Order #	2	**Project Name**	Taxiway G Construction
Purchase Order #	11463	**Project #**	A2551
Contractor:	Dickerson Infrastructure, Inc.	**Contact Name**	Mike Bryant
Address:	3122 North 25th Street Ft Pierce, FL 34946	**Contract Date**	August 12, 2025

By the signature affixed below, the City and the Contractor agree to the changes stipulated herein. Upon proper execution of this document, the Contractor is hereby notified to commence work. All changes stated below are hereby incorporated and made a part of the Contract identified above, and all the terms and conditions of said Contract are enjoined and in full force while executing the change(s) stipulated as follows:

DESCRIPTION:

This Change Order is being issued to accomplish the following:

1. **Contract Amount Increase:** Add $57,118.00 to address unsuitable subbase material encountered at the Phase 2 Taxiway G/B tie-in. Excavation revealed 8–12 inches of gray sand and an undetermined layer of decomposed organics (“muck”), creating unstable ground conditions. Work was halted pending the Engineer of Record's direction (see Exhibit A: RFI 0004 and Cost Breakdown).
2. **Contract Time Extension:** Extend the contract by fourteen (14) calendar days. Seven (7) days for City of Sebastian’s scheduled closures (Nov 2025–Jan 2026, Exhibit B) and seven (7) days for additional work required at the Taxiway G/B tie-in.
3. **Liquidated Damages Revision:** Revise the schedule to combine Phases 1 and 2 and reflect the added calendar days (Exhibit C).

A.	Contract price prior to this change	959,166.40
	Net increase (decrease) resulting from this change	57,118.00
	New contract price including this change order	$1,016,284.40
B.	Contract time prior to this change (number of days)	97 (2/1/2026)
	Net increase (decrease) resulting from this change (number of days)	14 days
	New completion date including this change	111 days (2/15/2026)

AGREED:

ENGINEER:

Hamed Jafarian ID: 2CD15BA7-298... Digitally signed by <hamed.jafarian@ice-eng.com> January 12, 2026 07:27 PM EST

Hamed Jafarian, PE, ICE

Date: 01/12/2026

DICKERSON INFRASTRUCTURE:

ID: A32B9191-4C5E... Digitally signed by <mbryant@dfifl.com> January 13, 2026 06:31 AM EST

Mike Bryant, President

Date: 01/13/2026

Document ID: B5EE778A8DC7DA9C4FFFD479A848DEAA

CITY OF SEBASTIAN:

_____	_____
Brian Benton, City Manager	Catherine E. Testa, Acting City Clerk
Date: _____	Date: _____

Approvals by City of Sebastian Staff:

___ City Manager Authorization – a cumulative amount *less than* 15% of the contract price or $15,000.

__X__ City Council Authorization – a cumulative amount *exceeds* 15% of the contract price or $15,000.

CITY COUNCIL MEETING: **January 28, 2026**

Project Manager JS as to Scope of Work

Procurement Manager JH as to purchasing

Finance JS as to budget

City Attorney _____ as to legal

Document ID: B5EE778A8DC7DA9C4FFFD479A848DEAA

CITY OF SEBASTIAN
HOME OF PELICAN ISLAND

Exhibit A

RFI 0004 and
Cost Estimate Unforeseen Condition Unsuitable Subbase Material Replacement

Document ID: B5EE778A8DC7DA9C4FFFD479A848DEAA

REQUEST FOR INFORMATION (RFI)			RFI No: 0004
CONTRACT NO.: G3A50	**CONTRACT TITLE:** Sebastian Municipal Airport, Taxiway G (Golf) Construction Project		**PRIME CONTRACTOR:** Dickerson Infrastructure, Inc.

CONTRACTOR'S REQUEST FOR INFORMATION

REQUESTED BY:	**DATE REQUESTED:**	**POTENTIAL COST IMPACT:**	Yes
Zephyr Zuccarelli	12/8/2025	**POTENTIAL SCHEDULE IMPACT**	Yes

SUBCONTRACTOR:	
RFI SUBJECT:	Phase 2 Construction; Demolition of Phase 2; Taxiway G and Taxiway B (tie-in). Existing conditions (subbase) require assessment before proceeding.
FEATURE OF WORK;	Taxiway G (Golf) Construction
SPECIFICATION SECTION:	S-140; "Site Demolition", section 140-2.5 "Compaction of Existing Base and Subgrade", P-152; "Excavation, Subgrade and Embankment", and P-154; "Subbase Course".

INFORMATION REQUESTED: Requesting ICE-Engineer to address and advise how to proceed ASAP.

Reference: *Approved for Construction (AFC) Plans:* Sheet C2.3. *Specifications:* S-140; "Site Demolition", section 140-2.5 "Compaction of Existing Base and Subgrade", P-152; "Excavation, Subgrade and Embankment", and P-154; "Subbase Course".

Requesting the following Information:

During Phase 2 construction (demolition activities, 12/8/25) base rock was removed, revealing subbase. (Location is the Northwest radius at the Taxiway G and Taxiway B tie-in area.) Contractor encountered existing conditions of subbase different than expected, causing a STOP in WORK (questioning attitude prompted by contractor). Existing conditions as follows: Subbase of 8-12 inches of gray sand with (undetermined amount; 1-3 feet possible) sub-layer of "muck" (decomposed organics/spongy peatmoss layer at water table). Ground unstable, "pumping and moving" under equipment load.

RFI 0004 was prompted by ICE-Engineers to begin the process of determination regarding *how to proceed with demolition and construction activities for Phase 2*.

We appreciate your prompt response/acknowledgement of this RFI, as this clarification/correction is essential for maintaining construction alignment with project specifications.

CONTRACTOR'S RECOMMENDATION:

RFI response. Additional time and or materials possible. Please advise. Thank you!

Document ID: B5EE778A8DC7DA9C4FFFD479A848DEAA

Engineering Firm RESPONSE		
ANSWERED: Hamed Jafarian	**DATE RECEIVED:**	**DATE ANSWERED:**
TITLE: Sr. PM	12/8/2025	12/8/2025

Engineering Firm RESPONSE TO CONTRACTOR: I.C.E.

To re-establish the required pavement support section, proceed as follows:

1. **Excavation of Unsuitable Materials;**
   Excavate all unsuitable subbase and underlying muck to a depth of 2.75 feet below the proposed finished grade to remove all unstable, pumping material.

2. **Placement of Replacement P-219 Material (Subbase Replacement);**
   Backfill the excavation with P-219 crushed aggregate base material placed in two (2) compacted lifts of 12 inches each. Each lift shall be moisture-conditioned, compacted, and proofrolled in accordance with the specifications. Field density acceptance is required on each lift to achieve in place dry density at least 100% of the standard proctor ASTM D698) max. dry density.

3. **Placement of Final 6-Inch Base Layer:**
   After acceptance of the two 12-inch lifts, place the final 6-inch P-219 base course per project plans and specifications. Compact and test to meet all specified requirements.

4. **Measurement of Repair Area;**
   The RPR will measure and quantify the limits of excavation and replacement for documentation and payment purposes.

5. **Time Considerations;**
   As the unsuitable subbase prevented proofrolling and halted construction activities, the Contractor may request additional contract time as needed, in accordance with the procedures outlined in the contract documents. Any requested time extension shall include supporting justification and requires owner's approval.

CONTRACTING OFFICER'S SIGNATURE	Jafarian

Document ID: B5EE778A8DC7DA9C4FFFD479A848DEAA

Cost Estimate – Unforeseen Condition: Unsuitable Subbase Material Replacement (2-Foot Depth)					
P-152	Unclassified Excavation	430.0	CY	$ 25.00	$ 10,750.00
P-219	24" Optional Base Course (4x 6" lifts for 644 sy)	2576	SY	$ 18.00	$ 46,368.00
Total					**$ 57,118.00**







Document ID: B5EE778A8DC7DA9C4FFFD479A848DEAA

Exhibit B

City of Sebastian Holiday Schedule

Document ID: B5EE778A8DC7DA9C4FFFD479A848DEAA

CITY OF SEBASTIAN
HOME OF PELICAN ISLAND

City of Sebastian Holiday Schedule
(November 2025, December 2025 and January 2026)

Date	Holiday
Tuesday, November 11, 2025	Veteran's Day
Thursday, November 27, 2025	Thanksgiving Day
Friday, November 28, 2025	Friday after Thanksgiving
Wednesday, December 24, 2025	Day before Christmas Day
Thursday, December 25, 2025	Christmas Day
Thursday, January 1, 2026	New Year's Day
Monday, January 19, 2026	Martin Luther King, Jr.

Document ID: B5EE778A8DC7DA9C4FFFD479A848DEAA

Exhibit C

Revised Liquidated Damages Schedule

Document ID: B5EE778A8DC7DA9C4FFFD479A848DEAA

16.2 Liquidated Damages:

Task	Consecutive Calendar Days from Notice to Proceed	Liquidated Damages
Completion of Phases 1 & 2	80	$500 PER DAY
Phases 1 & 2 SHALL be completed by **January 15, 2026**		

Task	Consecutive Calendar Days from the completion of Phases 1 & 2	Liquidated Damages
Punch list and permanent markings	31	$500 PER DAY
Punch list/permanent markings SHALL be completed by **February 15, 2026**		

Document ID: B5EE778A8DC7DA9C4FFFD479A848DEAA

CITY OF SEBASTIAN
CITY COUNCIL STAFF REPORT

DATE	January 28, 2026
TO	Honorable Mayor and City Council
THRU	Brian Benton, City Manager
FROM	Jessica Graham, Procurement Manager
SUBJECT	Consideration of Amendment 2 to CSA #14 with Infrastructure Consulting and Engineering, Inc. for Construction and Inspection Services for Taxiway "G" Construction in the amount of $9,854.05 and authorize the City Manager or designee to execute.

EXECUTIVE SUMMARY

On May 28, 2025, the City Council approved CSA #14 for Construction and Inspection Services for Taxiway "G" Construction for $207,890.75. Amendment 1 was executed on November 12, 2025, and increased the construction inspection services to align with the additional scope of work requested from the awarded contractor (Dickerson Infrastructure). During the completion of the additional work, Dickerson Infrastructure encountered unforeseen unsuitable subbase material at the Phase 2 Taxiway G/B tie-in. These unforeseen conditions required additional construction time. CSA #14 Amendment 2 will provide additional engineering and inspection services for the extended construction period related to unforeseen Conditions (4 days).

RECOMMENDATION

On behalf of the Sebastian Airport, the Procurement Division recommends that the City Council approve Amendment 2 to CSA #14 with Infrastructure Consulting and Engineering, Inc. for Construction Services for Taxiway "G" Construction in the amount of $9,854.05 and authorize the City Manager or designee to execute.

ATTACHMENTS:

1. CSA #14 – Amendment 2 – Contractor Signed

FUNDING SOURCE:

Expenditure required		Amount Budgeted:	Funding source
$9,854.05 $7,883.24 $1,970.81	 FDOT Total City Share	$1,975,200 An encumbered amount of $882,000 was approved by City Council on 10/12/25 for Taxiway G Construction. An encumbered amount of $207,890.75 was approved by	$1,580,160 FDOT Grant (80%) $395,040 Discretionary Sales Tax (20%)

	City Council on 5/28/2025 for Taxiway G Construction Engineering Services An encumbered amount of $77,166.40 was approved by City Council on 11/12/2025 to expand the project and pave a significant portion of Taxiway G Apron to address stabilization issues. An encumbered amount of 9,132.75 was approved by City Councill on 11/12/2025 to provide construction inspection services for the additional scope of work.	

Additional Funds Needed: $ 0.00

CITY OF SEBASTIAN, FLORIDA
WORK AUTHORIZATION FORM
CONSULTANT SERVICE AGREEMENT (CSA)

Infrastructure Consulting and Engineering, Inc. (ICE)
5500 W. Idlewild Ave, Suite 115
Tampa, FL 33634

Work Authorization No: CSA - #14 – Amendment 2

Project Title: Construction Services for Taxiway "G" Construction

IT IS AGREED to undertake the following work in accordance with the provisions of RFQ 21-05 – Infrastructure Consulting and Engineering, Inc. (ICE) Master Agreement entitled NON-EXCLUSIVE AGREEMENT FOR CONTINUING PROFESSIONAL ENGINEERING CONSULTING SERVICES dated October 27, 2021, and amended on September 5th, 2025.

Description of Assignment:
This amendment represents additional engineering and inspection services for the extended construction period related to unforeseen Conditions (4 days).

PROJECT UNDERSTANDING

1. **Construction Administration**
   See attached scope and fee

2. **Construction Inspection**
   See attached scope and fee

3. **Contract Administration**
   N/A

4. **Vendor's Responsibility** (include estimated hours, if applicable)

Description	Estimated Hours
4.1 Construction Administration	19
4.2 Construction Inspection (Resident Project Representative (RPR)	28.5

5. **Pricing**

Description	Quantity	Contracted Unit Price	TOTALS
5.1 Construction Administration	1	$3,645.00	$3,645.00
5.2 Construction Inspection – Straight Time	22.8	$166.05	$3,785.94
5.3 Construction Inspection - Overtime	5.7	$249.09	$1,419.81
5.4 Quality Control Testing	1	N/A	$1,003.30

6. **Deliverables Provided to the City (surveys, plans, etc.)**

Description	Quantity
a. Closeout Package	1

Basis of Compensation/Period of Services:
The above referenced description for CSA #14 – Amendment 2 will be performed for a lump sum fee in the amount of $9,854.05.

Document ID: 18AB19644C66B9FE8ECC07A838E22759

AGREED:

INFRASTRUCTURE CONSULTING AND ENGINEERING, INC.



ID: 469CB461-05E6-4641-92B5-...
Digitally signed by <doug.hambrecht@ice-eng.com>
January 12, 2026 05:03 PM EST

Doug Hambrecht, P.E., Vice President

Date: 01/12/2026

CITY OF SEBASTIAN:

Brian Benton, City Manager

Date: _____

Attest:

Catherine E. Testa
Acting City Clerk

Approved as to Form and Content for Reliance by the City of Sebastian only:

James D. Stokes
Interim City Attorney

Document ID: 18AB19644C66B9FE8ECC07A838E22759

CITY OF SEBASTIAN

CITY COUNCIL STAFF REPORT

DATE	January 28, 2026
TO	Honorable Mayor and City Council
THRU	Brian Benton, City Manager
FROM	Lee Plourde, Public Works Director
SUBJECT	Consideration of a purchase order for Asphalt Paving Systems, not to exceed $1,704,331.38, for the Phase 4 road repaving project, specifically for the Reconstruction and Mill and Overlay method, and authorize the City Manager or designee to execute.

EXECUTIVE SUMMARY

City of Sebastian Public Works Staff is requesting approval of the issuance of a purchase order to Asphalt Paving Systems, not to exceed $1,704,331.38, for Phase 4 of the City of Sebastian Road repaving project.

On September 24th, 2025, the Sebastian City Council entered into a contract with Asphalt Pavement Systems, Inc. (APS), for pavement maintenance and rehabilitation services for the road repaving project. This request is to issue a purchase order under the contract as approved by the City Council in order to proceed with preservation paving projects within the City of Sebastian.

RECOMMENDATION

Staff recommends City Council approve a purchase order to Asphalt Paving Systems, in an amount not to exceed $1,704,331.38, for the Phase 4 road repaving Reconstruction and Mill and Overlay pavement project, and authorize the City Manager or designee to execute.

ATTACHMENTS:

1. Procurement Justification
2. Asphalt Paving Systems FY 25/26 Quote
3. Phase 4 Road Paving Map

FUNDING SOURCE:

Expenditure required	Amount Budgeted:	Funding source
$1,704,331.38	$2,447.500.00 Previously encumbered:	Discretionary Sales Tax

	$ 500,000.00, Estep Construction (Swale regrading) $25,000.00, Florasod (Swale Regrading) $174,000.00, Heavy Civil, (Driveway culverts) $3,536.72, Palm Bay Concrete, (Driveways/Headwalls) Total $711,572.72 Available Balance $**1,735,927.28**	

Additional Funds Needed: $ 0.00

CITY OF SEBASTIAN
HOME OF PELICAN ISLAND

PROCUREMENT JUSTIFICATION

A **Competitive Solicitation** is a formal process that requires sealed bids, provides an equal and open opportunity to qualified parties, and culminates in a selection based on criteria.

A **Competitive Quote** is an informal process that provides an equal and open opportunity to qualified parties and culminates in a selection based on criteria.

DATE: January 16, 2026

TYPE OF PURCHASE:

- ☑ Invitation to Bid (ITB)
- ☐ Request for Proposal (RFP)
- ☐ Request for Qualification (RFQ)
- ☐ Invitation to Quote (ITN)
- ☐ Piggyback/Cooperative
- ☐ 3 Written Quotes

PROPOSED VENDOR: Asphalt Paving Systems

ITEMS OR SERVICES REQUIRED: Pavement Maintenance and Rehabilitative Services

ADDITIONAL INFORMATION
The City of Sebastian awarded an agreement to Asphalt Paving Systems on September 24, 2025. The pricing provided by Asphalt Paving Systems is in line with their bid pricing.

Approved: Jessica Graham Digitally signed by Jessica Graham Date: 2026.01.16 09:14:59 -05'00'

Jessica Graham, Procurement/Contracts Manager

FY25/26 Resurfacing Plan

Mill/Overlay	**$**	**395,624.54**
Periwinkle Dr	**$**	**729,598.55**
Joy Haven Dr	**$**	**503,884.45**
Schuman Dr	**$**	**33,031.50**
Veterans Memorial Way	**$**	**42,192.34**
TOTAL:	**$**	**1,704,331.38**

DATE: 1/6/2026

TO:
City of Sebastian- Public Works
1225 Main St
Sebastian, FL 32958
772-228-7013

FROM: Asphalt Paving Systems, Inc.
Kris Shane -East Coast Florida Rep
9021 Wire Road
Zephyrhills, FL 33540
Ph: 813-480-1865

RE: Project proposal
FY25/26 Mill/Overlay- Various Streets

Product	Description	Units	Quantity	Unit Price	Total Price
	City of Sebastian Contract				
	PENLYNN ST				
	Milling of Existing Asphalt 1-2"	SY	1,156.00	$ 4.99	$ 5,768.44
	SP 12.5 Asphaltic Concrete- 2" Overlay	TN	128.00	$ 191.00	$ 24,448.00
	PICASSO ST				
	Milling of Existing Asphalt 1-2"	SY	1,445.00	$ 4.99	$ 7,210.55
	SP 12.5 Asphaltic Concrete- 2" Overlay	TN	159.00	$ 191.00	$ 30,369.00
	OCEAN COVE ST				
	Milling of Existing Asphalt 1-2"	SY	2,000.00	$ 4.99	$ 9,980.00
	SP 12.5 Asphaltic Concrete- 2" Overlay	TN	220.00	$ 191.00	$ 42,020.00
	Setbacks x2 1.5" Mill/Overlay				
	Milling of Existing Asphalt 1-2"	SY	250.00	$ 4.99	$ 1,247.50
	SP 12.5 Asphaltic Concrete- 2" Overlay	TN	21.00	$ 191.00	$ 4,011.00
	BEVAN DR				
	Milling of Existing Asphalt 1-2"	SY	3,600.00	$ 4.99	$ 17,964.00
	SP 12.5 Asphaltic Concrete- 2" Overlay	TN	396.00	$ 191.00	$ 75,636.00
	CAMILO CT				
	Milling of Existing Asphalt 1-2"	SY	800.00	$ 4.99	$ 3,992.00
	SP 12.5 Asphaltic Concrete- 2" Overlay	TN	88.00	$ 191.00	$ 16,808.00
	BIRTLE CT				
	Milling of Existing Asphalt 1-2"	SY	445.00	$ 4.99	$ 2,220.55
	SP 12.5 Asphaltic Concrete- 2" Overlay	TN	49.00	$ 191.00	$ 9,359.00
	ARCADIA DR				
	Milling of Existing Asphalt 1-2"	SY	1,212.00	$ 4.99	$ 6,047.88
	SP 12.5 Asphaltic Concrete- 2" Overlay	TN	134.00	$ 191.00	$ 25,594.00
	COPLY TER				
	Milling of Existing Asphalt 1-2"	SY	2,778.00	$ 4.99	$ 13,862.22
	SP 12.5 Asphaltic Concrete- 2" Overlay	TN	306.00	$ 191.00	$ 58,446.00
	Solid- Yellow- 6"	GM	0.160	$ 10,690.00	$ 1,710.40
	Solid- White- 18"	LF	150.000	$ 30.40	$ 4,560.00
	Solid- White- 24"	LF	160.000	$ 38.25	$ 6,120.00
	Mobilization	LS	0.50	$ 8,500.00	$ 4,250.00
	MOT	LS	8.00	$ 3,000.00	$ 24,000.00
				Total	$ 395,624.54

Respectfully Submitted,
Kristoffer D. Shane
Asphalt Paving Systems, Inc.
Zephyrhills, Florida
c: 813-480-1865
e: k.shaneaps@gmail.com

Accepted By: _____

Signature: _____

Date: _____

* Proposal valid for 30 days.

DATE: 1/6/2026

TO:
City of Sebastian- Public Works
1225 Main St
Sebastian, FL 32958
772-228-7013

FROM: Asphalt Paving Systems, Inc.
Kris Shane -East Coast Florida Rep
9021 Wire Road
Zephyrhills, FL 33540
Ph: 813-480-1865

RE: Project proposal
FY25/26 Mill/Overlay & FDR- Periwinkle Dr

Product	Description	Units	Quantity	Unit Price	Total Price
	City of Sebastian Contract				
	PERIWINKLE DR				
	2" Mill/Overlay				
	Milling of Existing Asphalt 1-2"	SY	4,917.00	$ 4.99	$ 24,535.83
	SP 12.5 Asphaltic Concrete- 2" Overlay	TN	541.00	$ 191.00	$ 103,331.00
	FDR				
	Full Depth Reclamation (Pulverization)	SY	8,534.00	$ 13.60	$ 116,062.40
	Mix 8-10" with additive				
	Milling 1-2"	SY	8,534.00	$ 4.99	$ 42,584.66
	CEMENT (25lbs/SY)	Ton	107.00	$ 250.00	$ 26,750.00
	ASPHALT EMULSION (3.5 Gal/SY)	Gal	29,869.00	$ 3.64	$ 108,723.16
	SP 12.5 Asphaltic Concrete- 2" Overlay	TON	939.00	$ 191.00	$ 179,349.00
	Setbacks 1.5" Mill/Overlay				
	Milling 1-2"	SY	1,375.00	$ 7.50	$ 10,312.50
	Asphaltic Concrete 12.5	TON	114.00	$ 248.00	$ 28,272.00
	Solid- White- 6"	GM	2.000	$ 10,690.00	$ 21,380.00
	Solid- Yellow- 6"	GM	2.000	$ 10,690.00	$ 21,380.00
	Solid- White- 18"	LF	420.000	$ 30.40	$ 12,768.00
	Solid- White- 24"	LF	200.000	$ 38.25	$ 7,650.00
	Mobilization	LS	1.00	$ 8,500.00	$ 8,500.00
	MOT	LS	6.00	$ 3,000.00	$ 18,000.00
				Total	$ 729,598.55

Respectfully Submitted,
Kristoffer D. Shane
Asphalt Paving Systems, Inc.
Zephyrhills, Florida
c: 813-480-1865
e: k.shaneaps@gmail.com

Accepted By: _____
Signature: _____
Date: _____

* Proposal valid for 30 days.

DATE: 1/6/2026

TO:

City of Sebastian- Public Works
1225 Main St
Sebastian, FL 32958
772-228-7013

FROM: Asphalt Paving Systems, Inc.
Kris Shane -East Coast Florida Rep
9021 Wire Road
Zephyrhills, FL 33540
Ph: 813-480-1865

RE: Project proposal
FY25/26 Mill/Overlay- Joy Haven Dr

Product	Description	Units	Quantity	Unit Price	Total Price
	City of Sebastian Contract				
	JOY HAVEN DR (Section 1)				
	Milling of Existing Asphalt 1-2"	SY	8,112.00	$ 4.99	$ 40,478.88
	SP 12.5 Asphaltic Concrete- 2" Overlay	TN	893.00	$ 191.00	$ 170,563.00
	JOY HAVEN DR (Section 2)				
	Milling of Existing Asphalt 1-2"	SY	4,223.00	$ 4.99	$ 21,072.77
	SP 12.5 Asphaltic Concrete- 2" Overlay	TN	465.00	$ 191.00	$ 88,815.00
	JOY HAVEN DR (Section 3)				
	Milling of Existing Asphalt 1-2"	SY	5,806.00	$ 4.99	$ 28,971.94
	SP 12.5 Asphaltic Concrete- 2" Overlay	TN	639.00	$ 191.00	$ 122,049.00
	Solid- White- 6"	GM	0.047	$ 10,690.00	$ 502.43
	Solid- Yellow- 6"	GM	0.047	$ 10,690.00	$ 502.43
	Solid- White- 18"	LF	210.000	$ 30.40	$ 6,384.00
	Solid- White- 24"	LF	60.000	$ 38.25	$ 2,295.00
	Mobilization	LS	0.50	$ 8,500.00	$ 4,250.00
	MOT	LS	6.00	$ 3,000.00	$ 18,000.00
				Total	$ 503,884.45

Respectfully Submitted,
Kristoffer D. Shane
Asphalt Paving Systems, Inc.
Zephyrhills, Florida
c: 813-480-1865
e: k.shaneaps@gmail.com

Accepted By: _____

Signature: _____

Date: _____

* Proposal valid for 30 days.

DATE: 10/8/2025

TO:

City of Sebastian- Public Works

1225 Main St

Sebastian, FL 32958

772-228-7013

FROM: Asphalt Paving Systems, Inc.

Kris Shane -East Coast Florida Rep

9021 Wire Road

Zephyrhills, FL 33540

Ph: 813-480-1865

RE: Project proposal

FY25/26 Mill/Overlay

Product	Description	Units	Quantity	Unit Price	Total Price
	City of Sebastian Contract				
	SCHUMAN DR				
	Milling of Existing Asphalt 1-2"	SY	854.00	$ 7.50	$ 6,405.00
	SP 12.5 Asphaltic Concrete- 2" Overlay	TN	94.00	$ 191.00	$ 17,954.00
	Solid- White- 6"	GM	0.125	$ 10,690.00	$ 1,336.25
	Solid- Yellow- 6"	GM	0.125	$ 10,690.00	$ 1,336.25
	MOT	LS	2.00	$ 3,000.00	$ 6,000.00
				Total	$ 33,031.50

Respectfully Submitted,

Kristoffer D. Shane

Asphalt Paving Systems, Inc.

Zephyrhills, Florida

c: 813-480-1865

e: k.shaneaps@gmail.com

Accepted By: _____

Signature: _____

Date: _____

* Proposal valid for 30 days.

DATE: 10/8/2025

TO:

City of Sebastian- Public Works

1225 Main St

Sebastian, FL 32958

772-228-7013

FROM: Asphalt Paving Systems, Inc.

Kris Shane -East Coast Florida Rep

9021 Wire Road

Zephyrhills, FL 33540

Ph: 813-480-1865

RE: Project proposal

FY25/26 Mill/Overlay

Product	Description	Units	Quantity	Unit Price	Total Price
	City of Sebastian Contract				
	VETERANS MEMORIAL WAY				
	Milling of Existing Asphalt 1-2"	SY	1,334.00	$ 4.99	$ 6,656.66
	SP 12.5 Asphaltic Concrete- 2" Overlay	TN	147.00	$ 191.00	$ 28,077.00
	Solid- Yellow- 6"	GM	0.047	$ 10,690.00	$ 502.43
	Solid- White- 24"	LF	25.000	$ 38.25	$ 956.25
	MOT	LS	2.00	$ 3,000.00	$ 6,000.00
				Total	$ 42,192.34

Respectfully Submitted,

Kristoffer D. Shane

Asphalt Paving Systems, Inc.

Zephyrhills, Florida

c: 813-480-1865

e: k.shaneaps@gmail.com

Accepted By: _____

Signature: _____

Date: _____

* Proposal valid for 30 days.

FY 25/26 Project Street list

ITEM	STREET NAME	FROM	TO	LENGTH	WIDTH	TOTAL UNITS	COMMENTS
2" M/O	**PENLYNN ST**	PERIWINKLE DR	CRYSTAL MIST AVE	520	20.0	1,155.56	
2" M/O	**PICASSO ST**	PERIWINKLE DR	CRYSTAL MIST AVE	650	20.0	1,444.44	City may need to move mailboxes
2" M/O	**OCEAN COVE ST**	PERIWINKLE DR	CRYSTAL MIST AVE	900	20.0	2,000.00	City to sawcut driveway at 1522
			SETBACKS X2			250.00	
2" M/O	**JOY HAVEN DR**	BARBER ST	PERIWINKLE DR	3,650	20.0	8,111.11	
2" M/O	**JOY HAVEN DR**	PERIWINKLE DR	WEST TO DE- CULDESAC	1,900	20.0	4,222.22	City to remove bottom row of pavers at addresses 575 and 573
2" M/O	**JOY HAVEN DR**	BARBER ST	FILBERT ST	2,500	20.0	5,555.56	
			SETBACK AT FILBERT			250.00	
2" M/O	**PERIWINKLE DR**	BARBER ST	SUNSET LN	920	24.0	2,453.33	
FDR	**PERIWINKLE DR**	SUNSET LN	JOY HAVEN DR	3,200	24.0	8,533.33	
2" M/O	**PERIWINKLE DR**	JOY HAVEN DR	538 PERIWINKLE DR	580	24.0	1,546.67	
				140	28.0	435.56	Bridge Deck
				180	24.0	480.00	
2" M/O	**COPLY TER**	GLENTRY LN	CROWBERRY LN	1,250	20.0	2,777.78	
2" M/O	**BEVAN DR**	Granduer Ave	Genesee Ave	1,350	24.0	3,600.00	
2" M/O	**CAMILO CT**	Day Dr	Pelican Island Pl	360	20.0	800.00	
2" M/O	**BIRTLE CT**	Miller Dr	DE	200	20.0	444.44	
2" M/O	**ARCADIA DR**	Tracy Dr	Keystone Dr	545	20.0	1,211.11	
2" M/O	**SCHUMAN DR**	AT CANAL NEAR THUNDERBIRD DR		320	24.0	853.33	
1.5" M/O	**VETERANS MEMORIAL WAY**	CR512	LOUSIANA AVE	500	24.0	1,333.33	
	PERIWINKLE DR Set Backs: 1.5" M/O						
	STARFISH LN					125.00	
	SUNRISE LN					125.00	
	SUNSET LN					125.00	
	SKYLINE LN X2					250.00	
	SHAKESPEAR ST					125.00	
	MAINSAIL ST					125.00	
	MISTLETOE ST X2					250.00	
	SEASHORE AVE					125.00	
	OCEAN BREEZE ST					125.00	
				19,665.00		48,833	

Asphalt Paving Systems, Inc.
Kris Shane - South Florida Rep
Zephyrhills, FL 33540
Ph: 813-480-1865

CITY OF SEBASTIAN
HOME OF PELICAN ISLAND

Proposed Pavement Rehabilitation Plan
Phase 4 - FY 2025-2026

Paving Rehabilitation Type
- 2" Mill and Overlay
- FDR/CIR
- Sebastian City Boundary

0 0.1 0.2 0.3 0.4 0.5 Miles

VETERANS MEMORIAL WAY
1
512
505
BEVAN DR
OCEAN COVE ST
PICASSO ST
PENLYNN ST
COPLY TER
JOY HAVEN DR
PERIWINKLE DR
CAMILO CT
BIRTLE CT
ARCADIA DR
N
State of Florida, Vantor
327

CITY OF SEBASTIAN

CITY COUNCIL STAFF REPORT

DATE	January 28, 2026
TO	Honorable Mayor and City Council
THRU	Brian Benton, City Manager
FROM	Brian Stewart, CFO
SUBJECT	Consideration of the Budget Calendar for Preparation of the Annual Budget and Capital Improvement Program for Fiscal Year 2026-2027.

EXECUTIVE SUMMARY

The City Council typically approves the Budget Calendar, which outlines the planned meetings and events as we prepare and request approval for the Annual Budget and Capital Improvement Program. This allows the participants to have advanced knowledge of the process and anticipated meeting times.

This year, we have once again scheduled City Council Budget Workshops for Department Heads to briefly state their budget priorities for the coming year and reply to any concerns raised by the City Council.

We have not been formally notified of the County and School Board dates, so those meetings have been scheduled based on the days they have typically selected in past years. According to state law, the City's public hearings must not be held at the same time as the County and School Board. Although a few dates and deadlines cannot be changed, the Budget Calendar is a general guideline and is subject to change based on new information or unforeseen events.

RECOMMENDATION

Staff recommends the City Council approve the Budget Calendar for Fiscal Year 2026-2027.

ATTACHMENTS:

1. Fiscal Year 2026-2027 Budget Calendar

FUNDING SOURCE:

Expenditure required	Amount Budgeted:	Funding source
N/A	N/A	N/A

Additional Funds Needed: $ 0.00

CITY OF SEBASTIAN - FISCAL YEAR 2026-2027 BUDGET CALENDAR

DATE	DAY	EVENT
01/28/26	Wednesday	City Council @6:00pm - Approve Budget Calendar.
02/09/26	Monday	Budget Review Advisory Meeting @ 6:00pm – Organizational Meeting/1st Qtr Budget
02/25/26	Wednesday	City Council @6:00pm – Approve 1st Quarter Budget Report.
02/26/26	Thursday	Departments Receive Forms and Instructions for Capital Improvement Program.
03/13/26	Friday	Departments Submit Capital Improvement Program Request to Finance Dept.
04/10/26	Friday	Departments Receive Forms and Instructions on Operating Budget Preparation.
05/04/26	Monday	Budget Review Advisory Board @ 6:00pm – Review 2nd Quarter Budget Report.
05/01/26	Friday	Departments Submit Operating Budget Request to Finance Dept.
05/13/26	Wednesday	City Council @6:00pm – Approve 2nd Quarter Budget Report.
05/29/26	Friday	Estimate of Property Values Received from Property Appraiser.
06/12/26	Friday	Complete Review of Department Request and Balancing of CIP and Draft Budgets.
06/26/26	Friday	DR-420 Certified Property Values Received from Property Appraiser.
07/08/26	Wednesday	City Council and Budget Review Advisory Board Provided Recommended CIP and Operating Budget documents.
7/13/26	Monday	Parks and Recreation Board @ 6:00pm- Review of Recreation Impact Fee Uses in CIP
07/15/26	Wednesday	City Council Budget Workshop @ 9:00am – Budget Review with Departments
07/16/26	Thursday	City Council Budget Workshop @ 9:00am – Budget Review with Departments
07/20/26	Monday	Budget Review Advisory Board @6:00pm – Presentation of Draft CIP and Operating Budget and Consider Proposed Millage to be Recommended to City Council.
07/22/26	Wednesday	City Council @6:00pm – Receive Budget Review Advisory Board Recommendation and Approve Proposed Millage.
07/23/26	Thursday	Send DR-420 Proposed Millage Form to Property Appraiser.
08/03/26	Monday	Budget Review Advisory Board @6:00pm – Review 3rd Quarter Budget Report.
08/26/26	Wednesday	City Council @6:00pm – Approve 3rd Quarter Budget Report.
09/03/26	Thursday	Anticipated Final Adoption of School Board Budget.
09/09/26	Wednesday	Anticipated First Public Hearing on County Budget.
09/14/26	Monday	City Council @6:00pm – Special Meeting for First Public Hearing on the Millage and Budget - Approval of Capital Improvement Program – Approval of Financial Policies.
09/16/26	Wednesday	Anticipated Final Public Hearing on County Budget.
09/20/26	Sunday	Advertise the Tentative Millage and Proposed Budget Final Public Hearing.
09/23/26	Wednesday	CRA/City Council Meeting @6:00pm – Approval of Community Redevelopment Agency Budget - Public Hearing on Final Millage and Final Budget.
09/25/26	Thursday	Send Resolution Adopting Final Millage to Property Appraiser.

- **NOTE Budget Workshops With Department Heads:**
  9:00am on 7/15/26 – Stormwater, Roads, Fleet, Golf, MIS, City Clerk, City Attorney, and City Manager
  9:00am on 7/16/26 – Police, Building, Airport, Parks, Facilities, Cemetery, HR, Finance, and Community Development/CRA