

UTILITY PARTICIPATION AGREEMENT

THIS UTILITY PARTICIPATION AGREEMENT ("Agreement") is made and entered into by and between **MANATEE COUNTY**, a political subdivision of the State of Florida ("Manatee County" or "County") and **OK WILLOW WALK LLC** a Delaware limited liability company, whose address is 14025 Riveredge Drive, Suite 175, Tampa, Florida 33637 ("Developer").

RECITALS

A. The Developer is owner of certain real property located in Manatee County, Florida, in Section 5, Township 34 South, Range 18 East and in Section 32, Township 33 South, Range 18 East, legally described in **Exhibit "A"**, attached hereto and incorporated herein (the "Property"); and

B. The Developer has submitted to County a plan for a residential community on the Property which is identified as PDR-14-04(P) 17-S-18(P)/FSP-17-27 and which is known as "Willow Walk, Phase 2 Subphases A,B,C,D,E" (the "Project"); and

C. The Developer desires to connect the Project to the County's waste water collection/conveyance system for the benefit of the Project; and

D. Subject to receiving reimbursement from the County as provided herein, the Developer is willing to construct certain utility improvements (the "Utility Improvements"), more particularly described herein, and depicted in the Sketch of the Utility Improvements, attached hereto as part of **Exhibit "B"** and incorporated herein by reference (the "Scope of Work"); and

E. Pursuant to the County's request, the Utility Improvements depicted in the Scope of Work will exceed the capacity required by the proposed Project; and

F. Policy 9.6.2.3. of the Manatee County Comprehensive Plan authorizes the County to pay for the cost of additional materials necessary for oversizing any component of the waste water collection conveyance system where a development is required to increase system capacity greater than that required by a proposed project; and

G. The County hereby agrees to participate in a portion of the actual costs of the Utility Improvements and acknowledges those funds to be paid to the Developer; and

H. The Developer and the County have reviewed the Cost Estimate, attached hereto as **Exhibit "C"** and incorporated herein by reference (the "Estimate"), and enter into this Agreement with the understanding that such Estimate is an accurate estimate of the actual costs of the Utility Improvements as set forth herein; and

I. The parties desire to memorialize their agreement in writing, all as more fully set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein.

2. Developer's Obligations. The Developer shall provide and furnish all services necessary for the Utility Improvements, pursuant to the Scope of Work and subject to the following conditions:

(a) The Developer shall design, engineer, permit and construct the Utility Improvements within or adjacent to the Project in accordance with the Scope of Work attached hereto as **Exhibit "B"**. The Utility Improvements shall consist of the following:

- Install 1,223 LF of 12" Force Main, inclusive of all valves, fittings, backfill and appurtenances thereto.
- Upgrade 331 LF of 8" Gravity Main to 12" Gravity Main
- Upgrade 130 LF of 16" Jack and Bore to 24" Jack and Bore
- Upgrade 3 4' Diameter Sanitary Sewer Manholes to 4' Diameter Lined Sanitary Sewer Manholes
- Upgrade 2 single and 1 double sanitary sewer service to fit on new 12" gravity main
- Install a new cut-in wye, gate valve and Air Release Valve on Existing 8" Force Main. Extend Existing 8" Force Main by 20LF and connect to Sanitary Sewer Manhole

No substantial deviations from the Scope of Work or the above-listed Utility Improvements shall be incorporated into the design and engineering without the prior written consent of the County. Such services include, without implied limitation, engineering investigation, surveys, geotechnical testing, preliminary and final design services, preparation of working drawings, and quantity and cost estimates. Developer has retained an engineer of record, MORRIS ENGINEERING & CONSULTING LLC, which engineer is acceptable to County, who shall sign, seal, and date the certification of completed construction and as-built record drawings pertaining to the Utility Improvements.

(b) The final construction drawings and specifications approved in connection with the Project Permits and all other construction requirements reflected by such Project Permits shall be known and referred to as the "Final Scope" for purposes of this Agreement. Developer shall identify an alternate final scope which provides for the same scope of work as the Final Scope except for the Utility

Improvements as shown in the Scope of Work (the "Alternate Final Scope").

- (c) Within ninety (90) days following receipt of all required Project Permits, the Developer shall commence construction of the Utility Improvements. The Developer shall complete construction of the Utility Improvements within a reasonable time following commencement thereof (not to exceed 365 days).
- (d) The Developer has engaged in a competitive process in determining its primary construction contractor, Kearney Construction Company (with award to the low responsive, responsible bidder), where the number of qualified bids was at least three (3). Due to the award of the construction contract with the lowest qualified bidder of the Final Scope prior to the identification of the Alternate Final Scope of the Utility Participation Agreement, the Developer shall request the bid for the Alternate Final Scope to identify the cost from the Willow Walk Phase II Subphases A,B,C,D,E contractor. The bid of the Alternate Final Scope shall be submitted to the County for approval or objection, and the County shall approve or object to same within twenty (20) days after receipt of the bid, failing which the bid shall be deemed approved and the Developer shall proceed with final approval and award of the contract. If the County objects in writing to the proposed award of the contract within the twenty (20) days, the County and the Developer shall have thirty (30) additional days to resolve the objection. If, at the end of the additional thirty (30) days, the County and the Developer are unable to resolve the objection, this Utility Participation Agreement shall terminate, and the County shall, within forty-five (45) days of the date of termination, reimburse the Developer for actual costs incurred, subject to the invoice requirements set forth in Subsection 3(b) hereof.
- (e) During construction, the Developer shall prepare and maintain complete and accurate books of account and records as to all costs, which books of account and records shall be kept and maintained in accordance with generally accepted industry standards, consistently applied, and the Developer shall promptly supply to the County detailed documentation of actual costs as the costs are incurred, including pay requests, cancelled checks, and other documentation reasonably deemed necessary by the County, upon written request by the County.
- (f) Upon completion of construction of the Utility Improvements, the Developer's engineer of record shall prepare and provide to the County the certification of completed construction and the as-built record drawings.

3. County Reimbursement. The County shall reimburse the Developer for the actual costs as shown on Exhibit "C", subject to the following conditions:

- (a) The County's obligation to reimburse the Developer shall not exceed the sum of Three Hundred Fifty Three Thousand, Six Hundred Eighty Six

Dollars and Sixty Three Cents (\$353,686.63). The Developer shall notify the County prior to incurring any costs in excess of such amount. Upon receipt of such notice, the County shall have the option of (i) within forty-five (45) days of receipt of the aforesaid notice, approving (by motion of the Board of County Commissioners) an increase in the maximum obligation of the County, or (ii) terminating this Agreement and, within forty-five (45) days of the date of termination, reimbursing the Developer for actual costs incurred, subject to the invoice requirements set forth in Subsection 3(b) hereof. In the event the County does not exercise the option to increase its maximum obligation within forty-five (45) days pursuant to option (i) above, the County shall be deemed to have elected to terminate this Agreement pursuant to option (ii) above.

(b) The Developer will submit to the Deputy Director of Engineering Services, Public Works Department (the "County Representative") an invoice for payments made by the Developer for services through the 25th day of the preceding month by the first day of the month. Such invoices shall (i) identify all Costs funded by Developer for which reimbursement is requested; and (ii) include detailed invoices and documentation acceptable to Manatee County, to include pay requests, canceled checks, wire transfer instructions and other verification reasonably necessary to identify all Costs incurred and funded by Developer. The invoice shall include the percentage of the completed work performed and actual legal invoices and insurance premium bills all of which shall have been paid by Developer prior to submission to the County. The invoice shall include documentation of completion and acceptance by the County of such services. The invoice will also include proof of payment to the contractors who provided the services.

(c) The County shall reimburse the Developer for the Costs incurred in accordance with this Agreement, less a ten percent (10%) retainage amount which shall be paid with the final payment due hereunder following acceptance of construction by the County. The County shall process and pay invoices in accordance with the Local Government Prompt Payment Act (Sections 218.70-218.74, Florida Statutes), which generally requires payment for non-disputed amounts within twenty five (25) business days of submittal. On or before the end of such twenty-five (25) day period, the County Representative shall advise Developer of any amount in dispute. Payment for any undisputed amount shall be made, and all unpaid disputed amounts shall be handled, in accordance with the Local Government Prompt Payment Act.

(d) Acceptance of construction by the County shall not be unreasonably withheld or delayed. The County shall not reimburse the Developer for any expenditures not related to, consistent with, or otherwise incurred in connection with this Agreement.

4. Impact Fees. Developer specifically agrees that there shall be no impact fee credits requested or provided to the Developer for the Utility Improvements constructed pursuant to this Agreement, and that the builders within the Project shall pay all impact fees otherwise associated with buildings within the Project.

5. No General Obligation. The obligations of the County set forth herein shall not be construed to be or constitute general obligations, debts or liabilities of the County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida, or to result in a pledge of or lien upon any revenues of the County. The obligation of the County to reimburse Developer hereunder is subject to the discretion of the Boards of County Commissioners to budget legally available funds in amounts sufficient to fund the Cost of the Utility Improvements.

6. County's Remedies. Should Developer fail to promptly complete construction of the Utility Improvements within the time periods provided in Paragraph 2 or any time extension approved in writing by Manatee County, then, in addition to any other remedies available at law or in equity, Manatee County shall have the right to complete the improvements.

7. Indemnity. Developer shall indemnify, save and hold harmless Manatee County, its officers, agents and employees, from and against all suits, actions, claims, demands, costs, penalties, fines or liability of any nature whatsoever arising out of, because of, or due to any act or occurrence of omission or commission of Developer, their consultants, contractors, officers, agents or employees, in the performance of this Agreement. Neither Developer, or its, consultants, contractors, nor any of their officers, agents or employees, will be liable under this paragraph for damages arising out of injury or damage to persons or property directly caused or resulting from the overt actions and or negligence of Manatee County, its officers, agents or employees.

8. Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Venue for any dispute shall be located in a civil court of competent jurisdiction of Manatee County, Florida.

9. Severability; Partial Invalidity. The provisions of this Agreement are declared by the parties to be severable. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect, provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

10. Integration. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no

modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

11. Designation of Representatives; Notices. The parties hereby designate the persons set for the below as their agents and each party agrees that its agents shall be responsible for the administration of this Agreement and shall be duly authorized to perform and request all acts necessary for the administration and performance of this Agreement. Every notice, request or other communication provided for in this Agreement, if in writing, shall be deemed to have been given or served at the time that the same is received, if hand delivered, or at the time the same shall be deposited in the United States mail, postage prepaid, addressed to the parties and signed by the designated representatives and addressed as provided below, until either party provides written notice of a different agent or address:

<u>If to the County:</u>	With a copy to:
Manatee County	Chairman of County Commissioners
C/O Ed Hunzeker, County Administrator	Manatee County
Post Office Box 1000	Board of County Commissioners
Bradenton, Florida 34206	Post Office Box 1000
	Bradenton, Florida 34206

If to OK Willow Walk, LLC	with a copy to:
Attn: James P. Harvey	
14025 Riveredge Drive, Suite 175	
Tampa, Florida 33637	

12. No Development Rights Conferred. The parties understand, acknowledge and agree that no approval is given hereby for any development of the Project. Nothing contained in this Agreement shall (i) create any development rights in favor of Developer; (ii) create, or otherwise acknowledge the existence of, any vested development rights by reason of estoppel, detrimental reliance, or otherwise; or (iii) authorize, permit, or otherwise allow any construction and/or development of or on any other property unless separately approved by the Board of

County Commissioners pursuant to County Ordinances. All land use authorizations, development and construction rights and authorizations, shall be obtained upon proper application and in compliance with all standards and requirements of the Manatee County Comprehensive Plan, the Manatee County Land Development Code, any approved general development plan, preliminary or final site plan, and all conditions or stipulations thereto.

13. No Assignment. Developer shall not be authorized to assign this Agreement, or any portion hereof, without the prior written consent of Manatee County, which consent may be withheld in Manatee County's solely exercised discretion. Provided, however, the County specifically understands that the rights obtained by the Developer under the County land use approvals of the Project may be assigned to a subsequent developer or assignee of all or a portion of the Project without the County's consent.

14. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and no right or cause for action shall accrue, to by reason hereof, or for the benefit of any third party not a party hereto.

15. Force Majeure. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

16. Ambiguities. Both parties have been allowed equal input regarding the terms and wording of this Agreement and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter.

17. Headings. The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

18. Modifications and Amendments; Waivers.

(a) This Agreement may be amended only pursuant to an instrument in writing that has been jointly executed by the parties hereto and duly authorized and approved by the Board of County Commissioners of the County and by Developer.

(b) Neither this Agreement nor any portion of it may be modified or waived orally. However, each party (through its governing body or properly authorized officer) shall have the right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such right or condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right or condition. No such

waiver shall be effective unless made in writing with an express and specific statement of the intent of such governing body or officer to provide such waiver.

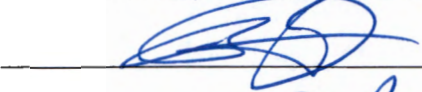
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year set forth below.

WITNESS

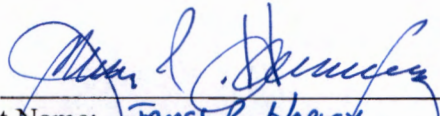
OK WILLOW WALK, LLC



Print Name: AMANDA EVANS



Print Name: BETHON TILWARESIE

By: 
Print Name: JAMES P. HARVEY
Its: VICE PRESIDENT
Date: APRIL 24, 2018

MANATEE COUNTY, FLORIDA
By: Board of County Commissioners

ATTEST: ANGELINA COLONNESO
Clerk of the Circuit Court
& Comptroller

By:

Vicki Lesmer
Deputy Clerk



Prithvi Das
Chairperson

4/24/18

EXHIBIT "A"
[LEGAL DESCRIPTION]

EXHIBIT "A"
Legal Description for:

WILLOW WALK
PORTION NORTH OF RAILROAD RIGHT-OF-WAY

DESCRIPTION:

THAT CERTAIN PORTION OF LAND LYING IN SECTION 5, TOWNSHIP 34 SOUTH, RANGE 18 EAST, AND SECTION 32, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 5, TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA; THENCE S00°26'03"E, ALONG THE EAST LINE OF SAID SECTION 5, A DISTANCE OF 383.84 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE S00°26'03"E, ALONG SAID EAST LINE, A DISTANCE OF 779.83 FEET TO THE POINT OF INTERSECTION OF SAID EAST LINE AND THE NORTHERLY LINE OF THE SEABOARD COASTLINE RAILROAD RIGHT-OF-WAY, A 50 FOOT WIDE RIGHT-OF-WAY; THENCE S63°25'42"W, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2934.77 FEET; THENCE N00°17'16"W, ALONG AN EXISTING FENCE, A DISTANCE OF 1148.79 FEET TO ITS INTERSECTION WITH AN EXISTING FENCE; THENCE N89°45'05"W, ALONG SAID FENCE LINE, A DISTANCE OF 353.67 FEET; THENCE N01°11'59"E, 5.64 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 5; THENCE N89°48'16"W, ALONG SAID SOUTH LINE, A DISTANCE OF 986.26 FEET TO A POINT ON THE EAST MAINTAINED RIGHT-OF-WAY LINE OF STATE ROAD 683 (ELLENTON-GILLETTE ROAD), SAID EAST MAINTAINED RIGHT-OF-WAY LINE LYING 33 FEET EASTERLY OF THE STATE ROAD 683 CENTERLINE AS SET FORTH BY DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS DATED JUNE 5, 1979; THENCE N01°04'09"E, ALONG SAID EAST MAINTAINED RIGHT-OF-WAY LINE, A DISTANCE OF 1313.07 FEET TO A POINT THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE N89°52'31"E, ALONG SAID NORTH LINE, A DISTANCE OF 1270.05 FEET TO THE NORTHEAST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4, ALSO BEING THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 5; THENCE N89°58'05"E, ALONG THE NORTH LINE OF THE AFOREMENTIONED NORTHEAST 1/4 OF SECTION 5, A DISTANCE OF 1070.76 FEET TO THE CENTERLINE OF AN EXISTING STREAM; THENCE EASTERLY, ALONG SAID CENTERLINE, THE FOLLOWING 19 COURSES AND DISTANCES: (1) S62°16'15"E, 10.57 FEET; (2) S82°13'21"E, 63.63 FEET; (3) S82°55'35"E, 49.34 FEET; (4) N83°50'40"E, 184.41 FEET; (5) N89°07'43"E, 127.43 FEET; (6) N83°25'34"E, 142.65 FEET; (7) S83°34'04"E, 38.00 FEET; (8) N79°42'58"E, 76.33 FEET; (9) N81°46'10"E, 114.52 FEET; (10) S89°28'40"E, 65.94 FEET; (11) S78°01'01"E, 61.42 FEET, (12) S71°59'29"E, 69.10 FEET, (13) S64°58'57"E, 57.53 FEET; (14) S62°57'01"E, 96.56 FEET, (15) S55°38'00"E, 46.64 FEET, (16) S48°37'03"E, 46.88 FEET, (17) S50°45'59"E, 89.15 FEET, (18) S35°45'01"E, 168.07 FEET, (19) S33°03'33"E, 90.06 FEET; THENCE LEAVING SAID CENTERLINE OF STREAM, N89°33'02"E, 179.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,412,963 SQUARE FEET OR 147.22 ACRES, MORE OR LESS.

EXHIBIT "B"

[Sketch of Utility Improvements]

4078 STREET EAST
EXPERIMENTAL FARM ROAD

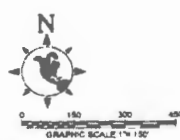
Experimental Farm Road

(Future) Experimental Farm Road

Becky Lane Court

ELLENHOLM-GALLETTS ROAD - S.A. 002

Becky Lane Court



UTILITY NOTES

1. POTABLE WATER DEMAND	145 GPD = 34 000 GPD
SUB-PHASES A & D	200 GPD = 88 720 GPD
POTABLE SUB-PHASES A-G	200 GPD = 11 000 GPD
POTABLE SUB-PHASES A-G	431 GPD = 104 448 GPD
2. SANI-TARY SEWER DEMAND	145 GPD = 34 000 GPD
SUB-PHASES A & D	200 GPD = 80 720 GPD
POTABLE SUB-PHASES A-G	200 GPD = 71 000 GPD
POTABLE SUB-PHASES A-G	431 GPD = 104 448 GPD
3. WASTEWATER PHASE I (SEE NEW PHASE SCHEDULE UPGRADER)	
SEWER COLLECTION	
CONDUIT 15.00"	
TRENCH 4'	
SPW 1750	
VOLUME 800	
PHASE 1	
Design Point 475 GPD @ 10.104	

LEGEND

-----	EASTHOOD PROPERTY BOUNDARY
-----	EXISTING WATER MAIN WITH FONG SYSTEM
-----	EXISTING WATER MAIN WITH 8" OR 10" MAIN
-----	EXISTING SEWER FORCE MAIN
-----	PROPOSED WATER MAIN WITH FONG SYSTEM
-----	PROPOSED WATER MAIN WITH 8" OR 10" MAIN
-----	PROPOSED SEWER WITH 8" OR 10" MAIN
-----	PROPOSED SEWER WITH 12" MAIN

<p>OK WILLOW WALK, LLC 1480 HERRING DRIVE, SUITE 170 LAKDALE, FL 33607</p>	<p>M MORRIS ENGINEERING AND CONSULTING, LLC Civil Engineering and Land Development Consulting 20175 WINDY HOLLOW DRIVE, SUITE 100, LAKDALE, FL 33607 TEL: 813-963-2377 FAX: 813-963-2378</p>	<p>MASTER UTILITY PLAN WILLOW WALK PHASE II, SUBPHASES A-E MANATEE COUNTY, FLORIDA</p>	<p>DATE: 08/21/18 PROJECT: 18-001 DESIGNER: MWT CHECKER: MWT DRAWN: MWT DATE: 08/21/18</p>	<p>NOTE: ALL INFORMATION SHOWN ON THIS PLAN IS BASED ON THE INFORMATION PROVIDED BY THE CLIENT AND THE DESIGNER HAS CONDUCTED VISUAL GENERAL VERIFICATION ONLY. THE DESIGNER HAS NOT CONDUCTED FIELD SURVEYING OR TESTING OF THE INFORMATION PROVIDED BY THE CLIENT. THE DESIGNER HAS CONDUCTED VISUAL GENERAL VERIFICATION ONLY. THE DESIGNER HAS NOT CONDUCTED FIELD SURVEYING OR TESTING OF THE INFORMATION PROVIDED BY THE CLIENT.</p>	<p>SCALE: 1"=150' 8 32</p>
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EXHIBIT "C"
[Estimate of Costs]

April 24, 2018 - Regular Meeting
Agenda Item #37

Subject

Willow Walk Phase II, Subphases A, B, C, D, & E, Wastewater Utility Participation Agreement

Briefings

None

Contact and/or Presenter Information

Sia Mollanazar, P.E., County Engineer, Deputy Director-Engineering Services, Public Works Department, Ext. 7487

Scott May, P.E., Utility Engineering Division Manager, Public Works Dept., Ext. 7650

Action Requested

Authorization for the Chairman to execute the Phase II, Subphases A, B, C, D, and E, Wastewater Utility Participation Agreement with Willow Walk LLC, a Delaware Limited Liability Company.

Enabling/Regulating Authority

Policy 9.2.3.3 of the Manatee County Comprehensive Plan authorizes the County to pay for the cost of additional materials necessary for oversizing any component of the wastewater collection system where a development is required to increase system capacity greater than that required by a proposed project.

Background Discussion

The Manatee County Wastewater Master Plan (transmission distribution) identifies the sewer needs for all properties along the west side of I-75 and south of Palm View Road and shows pipe size and routes of the future force main to serve the area.

For the past several years, Manatee County has entered into Private/Public partnerships with developers/developments in the area to address their immediate force main needs along with implementing portions of the future county infrastructure needs as recommended by Manatee County's Master Plan.

Thus far we have executed and installed parts of the future force main needs through three different agreements/developments. There are only two more sections of force main installation/participation remaining that would complete the future force main needs shown in the Wastewater Master Plan. This project, Willow Walk, Phase 2 Subphases A, B, C, D, E, is one of the two remaining projects.

Manatee County Government Administrative Center
First Floor, Commission Chambers
9:00 a.m. - April 24, 2018

The Developer, OK Willow Walk, LLC, is owner of a certain real property located in Manatee County, Florida in Section 5, Township 34 South, Range 18 East.

The Developer has submitted to the County a plan for a residential community on the property, which is identified as PDR-14-04(P)/17-S-18(P)/FSP-17-27 and which is known as Willow Walk, Phase 2 Subphases A, B, C, D, E (the "Project"). The Developer desires to connect the Project to the County's wastewater collection/conveyance system for the benefit of the Project.

Subject to receiving reimbursement from the County as provided herein, the Developer is willing to construct certain utility improvements (the "Utility Improvements") in conjunction with the County's desire for upgrading the wastewater system to address the future needs within that area.

Pursuant to the County's request, the Utility Improvements depicted in the Scope of Work will exceed the capacity required by the proposed Project. Policy 9.2.3.3 of the Manatee County Comprehensive Plan authorizes the County to pay for the cost of additional materials necessary for oversizing any component of the wastewater collection/conveyance system where a development is required to increase system capacity greater than that required by a proposed project.

The County hereby agrees to participate in a portion of the actual costs of the Utility Improvements and acknowledges those funds to be paid to the Developer. The Developer shall design, engineer, permit, and construct within or adjacent to the Project in accordance with the Scope of Work within the agreement.

The County's obligation to reimburse the Developer shall not exceed the sum of Three-hundred fifty-three thousand, six hundred eighty-six dollars and sixty-three cents (\$353,686.63). A Utility Participation Agreement is attached reflecting the agreed to participation by the County in a portion of the actual cost of the utility improvements. The Developer has submitted the contractual bids and the County has reviewed the bids. The County finds the required participation for the upgrade to the system to be accurate in the amount of \$353,686.63 for the upgraded wastewater system within Willow Walk Phase 2 Subphases A, B, C, D, E.

County Attorney Review

Formal Written Review (Opinion memo must be attached)

Explanation of Other

Reviewing Attorney

Clague

Contacted PW (Janice Haus) for pick up
arrangements 4/25/18

Instructions to Board Records

Please return the executed, original Participation Agreement to the Public Works Department, attention Sia Mollanazar, P.E., County Engineer, Deputy Director - Engineering Services.

Please call Sia Mollanazar, P.E., at 941-708-7487 and he will arrange pick up of the signed original document.

Cost and Funds Source Account Number and Name
\$353,686.63 total reimbursement

Amount and Frequency of Recurring Costs
\$0

Attachment: [Utility Participation Agreement - OK Willow Walk LLC - 04122018.pdf](#)

Attachment: [CAO Response to RLS - FW Willow Walk Phase 2; Utility Participation Agreement; RLS-2018-0075 - 02232018.pdf](#)

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F. Policy 9.6.2.3. of the Manatee County Comprehensive Plan authorizes the County to pay for the cost of additional materials necessary for oversizing any component of the waste water collection/conveyance system where a development is required to increase system capacity greater than that required by a proposed project; and

G. The County hereby agrees to participate in a portion of the actual costs of the Utility Improvements and acknowledges those funds to be paid to the Developer; and

H. The Developer and the County have reviewed the Cost Estimate, attached hereto as **Exhibit “C”** and incorporated herein by reference (the “Estimate”), and enter into this Agreement with the understanding that such Estimate is an accurate estimate of the actual costs of the Utility Improvements as set forth herein; and

I. The parties desire to memorialize their agreement in writing, all as more fully set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth

herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein.

2. Developer's Obligations. The Developer shall provide and furnish all services necessary for the Utility Improvements, pursuant to the Scope of Work and subject to the following conditions:

(a) The Developer shall design, engineer, permit and construct the Utility Improvements within or adjacent to the Project in accordance with the Scope of Work attached hereto as **Exhibit "B"**. The Utility Improvements shall consist of the following:

- Install approximately 2200 LF of 12" Force Main, inclusive of all valves, fittings, backfill and appurtenances thereto.
- Upgrade 331 LF of 8" Gravity Main to 12" Gravity Main
- Upgrade 130 LF of 16" Jack and Bore to 24" Jack and Bore
- Upgrade 3 4' Diameter Sanitary Sewer Manholes to 4' Diameter Lined Sanitary Sewer Manholes
- Upgrade 2 single and 1 double sanitary sewer service to fit on new 12" gravity main
- Install a new cut-in wye, gate valve and Air Release Valve on Existing 8" Force Main, Extend Existing 8" Force Main by 20LF and connect to Sanitary Sewer Manhole

No substantial deviations from the Scope of Work or the above-listed Utility Improvements shall be incorporated into the design and engineering without the prior written consent of the County. Such services include, without implied limitation, engineering investigation, surveys, geotechnical testing, preliminary and final design services, preparation of working drawings, and quantity and cost estimates. Developer has retained an engineer of record, MORRIS ENGINEERING & CONSULTING LLC, which engineer is acceptable to County, who shall sign, seal, and date the certification of completed construction and as-built record drawings pertaining to the Utility Improvements.

(b) The final construction drawings and specifications approved in connection with the Project Permits and all other construction requirements reflected by such Project Permits shall be known and referred to as the "Final Scope" for purposes of this Agreement. Developer shall identify an alternate final scope which provides for the same scope of work as the Final Scope except for the Utility Improvements as shown in the Scope of Work (the "Alternate Final Scope").

(c) Within ninety (90) days following receipt of all required Project Permits, the Developer shall commence construction of the Utility Improvements. The

Developer shall complete construction of the Utility Improvements within a reasonable time following commencement thereof (not to exceed 365 days).

- (d) The Developer has engaged in a competitive process in determining its primary construction contractor, Kearney Construction Company (with award to the low responsive, responsible bidder), where the number of qualified bids was at least three (3). Due to the award of the construction contract with the lowest qualified bidder of the Final Scope prior to the identification of the Alternate Final Scope of the Utility Participation Agreement, the Developer shall request the bid for the Alternate Final Scope to identify the cost from the Willow Walk Phase II Subphases A,B,C,D,E contractor. The bid of the Alternate Final Scope shall be submitted to the County for approval or objection, and the County shall approve or object to same within twenty (20) days after receipt of the bid, failing which the bid shall be deemed approved and the Developer shall proceed with final approval and award of the contract. If the County objects in writing to the proposed award of the contract within the twenty (20) days, the County and the Developer shall have thirty (30) additional days to resolve the objection. If, at the end of the additional thirty (30) days, the County and the Developer are unable to resolve the objection, this Utility Participation Agreement shall terminate, and the County shall, within forty-five (45) days of the date of termination, reimburse the Developer for actual costs incurred, subject to the invoice requirements set forth in Subsection 3(b) hereof.
- (e) During construction, the Developer shall prepare and maintain complete and accurate books of account and records as to all costs, which books of account and records shall be kept and maintained in accordance with generally accepted industry standards, consistently applied, and the Developer shall promptly supply to the County detailed documentation of actual costs as the costs are incurred, including pay requests, cancelled checks, and other documentation reasonably deemed necessary by the County, upon written request by the County.
- (f) Upon completion of construction of the Utility Improvements, the Developer's engineer of record shall prepare and provide to the County the certification of completed construction and the as-built record drawings.

3. County Reimbursement. The County shall reimburse the Developer for the actual costs as shown on Exhibit "C", subject to the following conditions:

- (a) The County's obligation to reimburse the Developer shall not exceed the sum of Two Hundred Fifty Three Thousand Six Hundred Eighty Six Dollars and Sixty Three Cents (\$353,686.63). The Developer shall notify the County prior to incurring any costs in excess of such amount. Upon receipt of such notice, the County shall have the option of (i) within forty-five (45) days of receipt of the aforesaid notice, approving (by motion of the Board of County Commissioners) an increase in the maximum obligation of the County, or (ii) terminating this Agreement and, within forty-five (45) days of the date of termination, reimbursing the Developer for actual costs incurred, subject to the

invoice requirements set forth in Subsection 3(b) hereof. In the event the County does not exercise the option to increase its maximum obligation within forty-five (45) days pursuant to option (i) above, the County shall be deemed to have elected to terminate this Agreement pursuant to option (ii) above.

(b) The Developer will submit to the Deputy Director of Engineering Services, Public Works Department (the "County Representative") an invoice for payments made by the Developer for services through the 25th day of the preceding month by the first day of the month. Such invoices shall (i) identify all Costs funded by Developer for which reimbursement is requested; and (ii) include detailed invoices and documentation acceptable to Manatee County, to include pay requests, canceled checks, wire transfer instructions and other verification reasonably necessary to identify all Costs incurred and funded by Developer. The invoice shall include the percentage of the completed work performed and actual legal invoices and insurance premium bills all of which shall have been paid by Developer prior to submission to the County. The invoice shall include documentation of completion and acceptance by the County of such services. The invoice will also include proof of payment to the contractors who provided the services.

(c) The County shall reimburse the Developer for the Costs incurred in accordance with this Agreement, less a ten percent (10%) retainage amount which shall be paid with the final payment due hereunder following acceptance of construction by the County. The County shall process and pay invoices in accordance with the Local Government Prompt Payment Act (Sections 218.70-218.74, Florida Statutes), which generally requires payment for non-disputed amounts within twenty five (25) business days of submittal. On or before the end of such twenty-five (25) day period, the County Representative shall advise Developer of any amount in dispute. Payment for any undisputed amount shall be made, and all unpaid disputed amounts shall be handled, in accordance with the Local Government Prompt Payment Act.

(d) Acceptance of construction by the County shall not be unreasonably withheld or delayed. The County shall not reimburse the Developer for any expenditures not related to, consistent with, or otherwise incurred in connection with this Agreement.

4. Impact Fees. Developer specifically agrees that there shall be no impact fee credits requested or provided to the Developer for the Utility Improvements constructed pursuant to this Agreement, and that the builders within the Project shall pay all impact fees otherwise associated with buildings within the Project.

5. No General Obligation. The obligations of the County set forth herein shall not be construed to be or constitute general obligations, debts or liabilities of the County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida, or to result in a pledge of or lien upon any revenues of the County. The obligation of the County to reimburse Developer hereunder is subject to the discretion of the

Boards of County Commissioners to budget legally available funds in amounts sufficient to fund the Cost of the Utility Improvements.

6. County's Remedies. Should Developer fail to promptly complete construction of the Utility Improvements within the time periods provided in Paragraph 2 or any time extension approved in writing by Manatee County, then, in addition to any other remedies available at law or in equity, Manatee County shall have the right to complete the improvements.

7. Indemnity. Developer shall indemnify, save and hold harmless Manatee County, its officers, agents and employees, from and against all suits, actions, claims, demands, costs, penalties, fines or liability or any nature whatsoever arising out of, because of, or due to any act or occurrence of omission or commission of Developer, their consultants, contractors, officers, agents or employees, in the performance of this Agreement. Neither Developer, or its, consultants, contractors, nor any of their officers, agents or employees, will be liable under this paragraph for damages arising out of injury or damage to persons or property directly caused or resulting from the overt actions and/or negligence of Manatee County, its officers, agents or employees.

8. Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Venue for any dispute shall be located in a civil court of competent jurisdiction of Manatee County, Florida.

9. Severability; Partial Invalidity. The provisions of this Agreement are declared by the parties to be severable. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect, provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

10. Integration. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

11. Designation of Representatives; Notices. The parties hereby designate the persons set for the below as their agents and each party agrees that its agents shall be responsible for the administration of this Agreement and shall be duly authorized to perform and request all acts necessary for the administration and performance of this Agreement. Every notice, request or other communication provided for in this Agreement, if in writing, shall be deemed to have been given or served at the time that the same is received, if hand delivered, or at the time the same shall be deposited in the United States mail, postage prepaid, addressed to the parties and signed by the designated representatives and addressed as provided below, until either party provides written notice of a different agent or address:

<u>If to the County:</u>	<u>With a copy to:</u>
Manatee County	Chairman of County Commissioners
C/O Ed Hunzeker, County Administrator	Manatee County
Post Office Box 1000	Board of County Commissioners
Bradenton, Florida 34206	Post Office Box 1000
	Bradenton, Florida 34206

If to OK Willow Walk, LLC	with a copy to:
Attn: James P. Harvey	
14025 Riveredge Drive, Suite 175	
Tampa, Florida 33637	

12. No Development Rights Conferred. The parties understand, acknowledge and agree that no approval is given hereby for any development of the Project. Nothing contained in this Agreement shall (i) create any development rights in favor of Developer; (ii) create, or otherwise acknowledge the existence of, any vested development rights by reason of estoppel, detrimental reliance, or otherwise; or (iii) authorize, permit, or otherwise allow any construction and/or development of or on any other property unless separately approved by the Board of County Commissioners pursuant to County Ordinances. All land use authorizations, development and construction rights and authorizations, shall be obtained upon proper application and in compliance with all standards and requirements of the Manatee County Comprehensive Plan, the Manatee County Land Development Code, any approved general development plan, preliminary or final site plan, and all conditions or stipulations thereto.

13. No Assignment. Developer shall not be authorized to assign this Agreement, or any portion hereof, without the prior written consent of Manatee County, which consent may be withheld in Manatee County's solely exercised discretion. Provided, however, the County specifically understands that the rights obtained by the Developer under the County land use approvals of the Project may be assigned to a subsequent developer or assignee of all or a portion of the Project without the County's consent.

14. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and no right or cause for action shall accrue, to by reason hereof, or for the

benefit of any third party not a party hereto.

15. Force Majeure. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

16. Ambiguities. Both parties have been allowed equal input regarding the terms and wording of this Agreement and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter.

17. Headings. The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

18. Modifications and Amendments; Waivers.

(a) This Agreement may be amended only pursuant to an instrument in writing that has been jointly executed by the parties hereto and duly authorized and approved by the Board of County Commissioners of the County and by Developer.

(b) Neither this Agreement nor any portion of it may be modified or waived orally. However, each party (through its governing body or properly authorized officer) shall have the right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such right or condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right or condition. No such waiver shall be effective unless made in writing with an express and specific statement of the intent of such governing body or officer to provide such waiver.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year set forth below.

WITNESS

OK WILLOW WALK, LLC



Print Name: TROY E. SIMPSON



Print Name: Barrett Lohesse

By: 

Print Name: JAMES P. HARVEY

Its: VILL PRESIDENT

Date: APRIL 11, 2018

ATTEST: ANGELINA COLONNESO
Clerk of the Circuit Court
& Comptroller

By: _____
Deputy Clerk

MANATEE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Chairperson

Date: _____

EXHIBIT "A"

[LEGAL DESCRIPTION]

EXHIBIT "A"
Legal Description for:

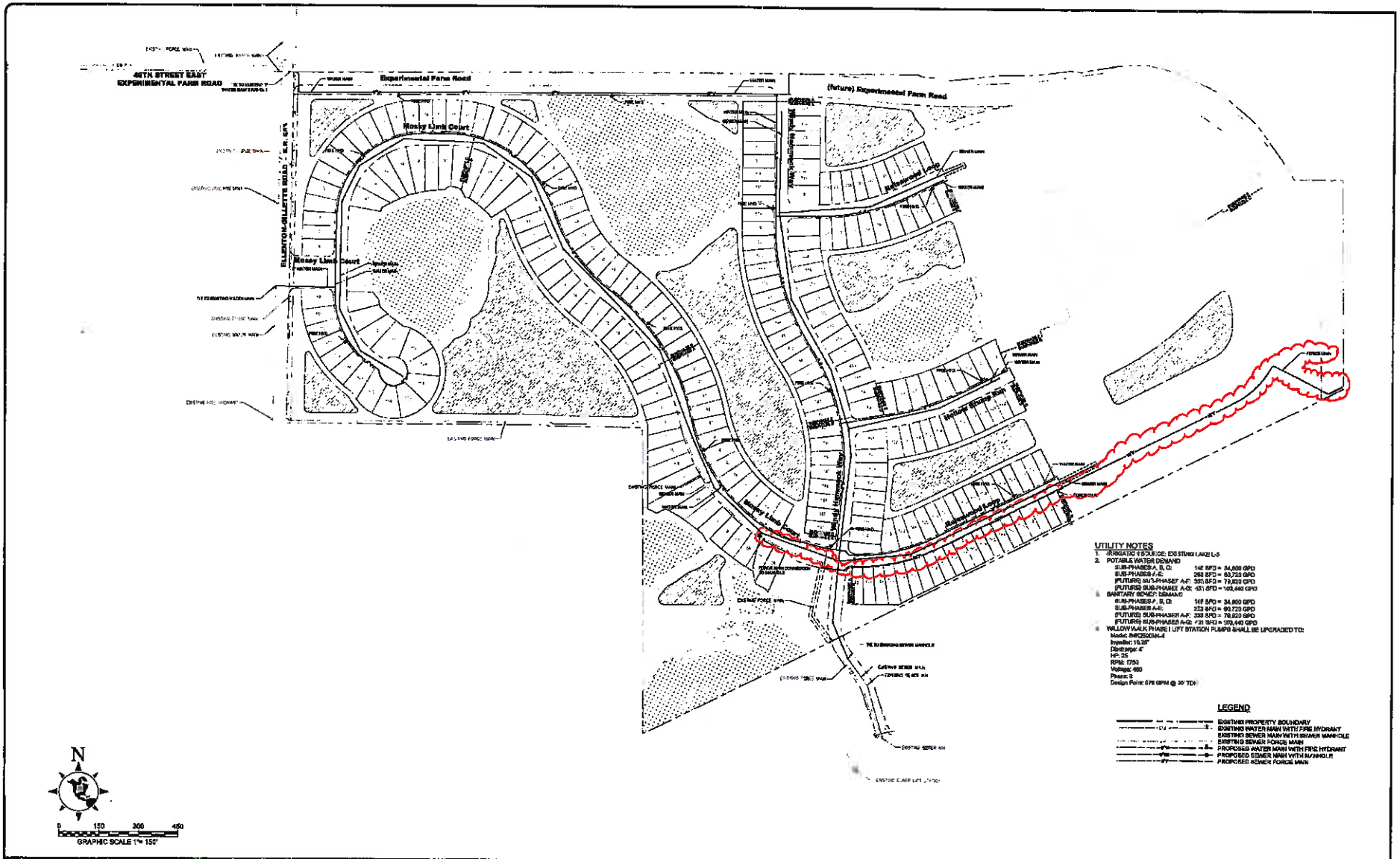
WILLOW WALK
PORTION NORTH OF RAILROAD RIGHT-OF-WAY

DESCRIPTION:

THAT CERTAIN PORTION OF LAND LYING IN SECTION 5, TOWNSHIP 34 SOUTH, RANGE 18 EAST, AND SECTION 32, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 5, TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA; THENCE S00°26'03"E, ALONG THE EAST LINE OF SAID SECTION 5, A DISTANCE OF 383.84 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE S00°26'03"E, ALONG SAID EAST LINE, A DISTANCE OF 779.83 FEET TO THE POINT OF INTERSECTION OF SAID EAST LINE AND THE NORTHERLY LINE OF THE SEABOARD COASTLINE RAILROAD RIGHT-OF-WAY, A 50 FOOT WIDE RIGHT-OF-WAY; THENCE S63°25'42"W, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2934.77 FEET; THENCE N00°17'16"W, ALONG AN EXISTING FENCE, A DISTANCE OF 1148.79 FEET TO ITS INTERSECTION WITH AN EXISTING FENCE; THENCE N89°45'05"W, ALONG SAID FENCE LINE, A DISTANCE OF 353.67 FEET; THENCE N01°11'59"E, 5.64 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 5; THENCE N89°48'16"W, ALONG SAID SOUTH LINE, A DISTANCE OF 986.26 FEET TO A POINT ON THE EAST MAINTAINED RIGHT-OF-WAY LINE OF STATE ROAD 683 (ELLENTON-GILLETTE ROAD), SAID EAST MAINTAINED RIGHT-OF-WAY LINE LYING 33 FEET EASTERLY OF THE STATE ROAD 683 CENTERLINE AS SET FORTH BY DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS DATED JUNE 5, 1979; THENCE N01°04'09"E, ALONG SAID EAST MAINTAINED RIGHT-OF-WAY LINE, A DISTANCE OF 1313.07 FEET TO A POINT THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE N89°52'31"E, ALONG SAID NORTH LINE, A DISTANCE OF 1270.05 FEET TO THE NORTHEAST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4, ALSO BEING THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 5; THENCE N89°58'05"E, ALONG THE NORTH LINE OF THE AFOREMENTIONED NORTHEAST 1/4 OF SECTION 5, A DISTANCE OF 1070.76 FEET TO THE CENTERLINE OF AN EXISTING STREAM; THENCE EASTERLY, ALONG SAID CENTERLINE, THE FOLLOWING 19 COURSES AND DISTANCES: (1) S62°16'15"E, 10.57 FEET; (2) S82°13'21"E, 63.63 FEET; (3) S82°55'35"E, 49.34 FEET; (4) N83°50'40"E, 184.41 FEET; (5) N89°07'43"E, 127.43 FEET; (6) N83°25'34"E, 142.65 FEET; (7) S83°34'04"E, 38.00 FEET; (8) N79°42'58"E, 76.33 FEET; (9) N81°46'10"E, 114.52 FEET; (10) S89°28'40"E, 65.94 FEET; (11) S78°01'01"E, 61.42 FEET; (12) S71°59'29"E, 69.10 FEET; (13) S64°58'57"E, 57.53 FEET; (14) S62°57'01"E, 96.56 FEET; (15) S55°38'00"E, 46.64 FEET; (16) S48°37'03"E, 46.88 FEET; (17) S50°45'59"E, 89.15 FEET; (18) S35°45'01"E, 168.07 FEET; (19) S33°03'33"E, 90.06 FEET; THENCE LEAVING SAID CENTERLINE OF STREAM, N89°33'02"E, 179.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,412,963 SQUARE FEET OR 147.22 ACRES, MORE OR LESS.



UTILITY NOTES

- EXISTING RECORD: EXISTING LAKE L-5
- POTABLE WATER DEMAND
 - SUB-PHASES A, B, C: 146 GPD = 34,000 GPD
 - SUB-PHASES A, C: 288 GPD = 60,720 GPD
 - FUTURE SUB-PHASES A-F: 305 GPD = 70,200 GPD
 - FUTURE SUB-PHASES A-G: 431 GPD = 103,440 GPD
- SEWER DEMAND
 - SUB-PHASES A, B, C: 167 GPD = 34,800 GPD
 - SUB-PHASES A, C: 232 GPD = 60,720 GPD
 - FUTURE SUB-PHASES A-F: 238 GPD = 78,620 GPD
 - FUTURE SUB-PHASES A-G: 231 GPD = 103,440 GPD
- WILLOW WALK PHASE I LIFT STATION PUMPS SHALL BE UPGRADED TO:
 - Flow: 115.27
 - Head: 4'
 - HP: 25
 - ROD: T50
 - Voltage: 480
 - Phase: 3
 - Design Flow: 878 GPM @ 30' TD

LEGEND

- EXISTING PROPERTY BOUNDARY
- EXISTING WATER MAIN WITH FIRE HYDRANT
- EXISTING SEWER MAIN WITH BRICK MANHOLE
- EXISTING SEWER FORCE MAIN
- PROPOSED WATER MAIN WITH FIRE HYDRANT
- PROPOSED SEWER MAIN WITH MANHOLE
- PROPOSED SEWER FORCE MAIN

PREPARED FOR:
OK WILLOW WALK, LLC
 1408 JAMES OAKS DRIVE, SUITE 175
 TALLAHASSEE, FLORIDA 32307

MORRIS ENGINEERING AND CONSULTING, LLC
 Civil, Engineering and Land Development Consulting
 6076 Palmetto Traceway East, Tallahassee, Florida 32308 CA 878 941-6664 www.morrisengineering.com

DATE	07/20/13
PROJECT	WILLOW WALK
DRAWN	MUT
CHECKED	MUT
DATE	07/20/13
PROJECT	WILLOW WALK
DRAWN	MUT
CHECKED	MUT
DATE	07/20/13
PROJECT	WILLOW WALK
DRAWN	MUT
CHECKED	MUT
DATE	07/20/13
PROJECT	WILLOW WALK
DRAWN	MUT
CHECKED	MUT

MASTER UTILITY PLAN
WILLOW WALK PHASE II, SUBPHASES A-E
MANATEE COUNTY, FLORIDA

DATE	07/20/13
PROJECT	WILLOW WALK
DRAWN	MUT
CHECKED	MUT
DATE	07/20/13
PROJECT	WILLOW WALK
DRAWN	MUT
CHECKED	MUT
DATE	07/20/13
PROJECT	WILLOW WALK
DRAWN	MUT
CHECKED	MUT

THIS PLAN HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY:
 DATE: 07/20/13
 PROJECT: WILLOW WALK
 DRAWN: MUT
 CHECKED: MUT
 DATE: 07/20/13
 PROJECT: WILLOW WALK
 DRAWN: MUT
 CHECKED: MUT
 DATE: 07/20/13
 PROJECT: WILLOW WALK
 DRAWN: MUT
 CHECKED: MUT

Florida License No. 0000000000
 Seal No. 0000000000
 State of Florida
 Professional Engineer
 Matthew J. Morris
 N. LUDDEWIG, INC. 33421

SHEET 8 OF 32

EXHIBIT "C"

[Estimate of Costs]

WILLOW WALK PHASE II SANITARY SEWER UPSIZING & 12" FM INSTALLATION

EXHIBIT C - COST ESTIMATE

"FINAL SCOPE" CONTRACT AMOUNT				
Description	Bid Qty.	UM	Unit Bid Price	Total Bid Price
FORCEMAIN				
All 12" Force Main to be Funded by County				
SANITARY SEWER				
8" PVC Gravity Main (CO #5)	-331	LF	\$92.65	(\$30,667.15)
16" Jack and Bore Under Railroad	-130	LF	\$781.70	(\$101,621.00)
4' Diameter Manhole (CO #5)	-3	EACH	\$7,224.85	(\$21,674.55)
Single Service (8" Main) (CO #5)	-2	EACH	\$689.01	(\$1,378.02)
Double Service (8" Main) (CO #5)	-1	EACH	\$1,094.34	(\$1,094.34)

"ALTERNATE FINAL SCOPE" CONTRACT AMOUNT					UTILITY IMPROVEMENTS	
Description	Bid Qty.	UM	Unit Bid Price	Total Bid Price	Additional Pricing	% of Total
Clearing & Grubbing (CO #4)	1.3	AC	\$7,243.60	\$9,416.68	\$9,416.68	100%
Excavation (CO #4)	8524	CY	\$2.95	\$25,145.80	\$25,145.80	100%
12" Stabilized Subgrade (LBRR 60) (CO #4)	1617	SY	\$9.57	\$15,474.69	\$15,474.69	100%
Sod R/W (CO #4)	3537	SY	\$2.56	\$9,054.72	\$9,054.72	100%
Hydroseed R/W (CO #4)	355	SY	\$0.36	\$127.80	\$127.80	100%
Silt Fence (CO #4)	2000	LF	\$2.81	\$5,620.00	\$5,620.00	100%
PVC Force Main - 12" (Original Contract)	970	LF	\$33.35	\$32,349.50	\$32,349.50	100%
45 Deg Bend - 12" (Original Contract)	3	EA	\$437.53	\$1,312.59	\$1,312.59	100%
Gate Valve - 12" (Original Contract)	2	EA	\$3,850.25	\$7,700.50	\$7,700.50	100%
Cap - 12" (Original Contract)	2	EA	\$150.80	\$301.60	\$301.60	100%
Blowoff - 12" (Original Contract)	2	EA	\$393.97	\$787.94	\$787.94	100%
24" Casing (Open Cut) (CO #4)	120	LF	\$166.43	\$19,971.60	\$19,971.60	100%
PVC Force Main - 12" (CO #4)	1223	LF	\$37.69	\$46,094.87	\$46,094.87	100%
45 Deg Bend - 12" (CO#4)	5	EA	\$810.99	\$4,054.95	\$4,054.95	100%
Gate Valve - 12" (CO #4)	2	EA	\$3,850.25	\$7,700.50	\$7,700.50	100%
ARV (CO #4)	2	EA	\$5,325.32	\$10,650.64	\$10,650.64	100%
Cap - 12" (CO#4)	1	EA	\$520.95	\$520.95	\$520.95	100%
Blow Off - 2" (CO #4)	1	EA	\$393.97	\$393.97	\$393.97	100%
Testing (CO #4)	1	EACH	\$1,259.69	\$1,259.69	\$1,259.69	100%
			Subtotal Force Main	\$197,938.99	\$197,938.99	100%
12" PVC Gravity Main (CO #5)	331	LF	\$106.58	\$35,277.98	\$4,610.83	13%
24" Jack and Bore Under Railroad	130	LF	\$1,017.51	\$132,276.30	\$30,655.30	23%
4' Diameter Lined Manhole (CO #5)	3	EACH	\$27,017.64	\$81,052.92	\$59,378.37	73%
Single Service (12" Main) (CO #5)	2	EACH	\$927.09	\$1,854.18	\$476.16	26%
Double Service (12" Main) (CO #5)	1	EACH	\$1,332.42	\$1,332.42	\$238.08	18%
Manhole Connection (CO #5)	1	EACH	\$8,065.46	\$8,065.46	\$8,065.46	100%
Cut In Wye to Existing FM (CO #5)	1	EACH	\$12,395.48	\$12,395.48	\$12,395.48	100%
Connect to Existing Force Main (CO #5)	1	EACH	\$4,250.51	\$4,250.51	\$4,250.51	100%
8" PVC Force Main (CO #5)	20	LF	\$22.40	\$448.00	\$448.00	100%
Cut In 8" Gate Valve to Existing FM (CO #5)	1	EACH	\$3,479.83	\$3,479.83	\$3,479.83	100%
8" Gate Valve (CO #5)	1	EACH	\$1,424.30	\$1,424.30	\$1,424.30	100%
ARV (CO #5)	1	EACH	\$5,325.32	\$5,325.32	\$5,325.32	100%
Soft Costs (Engineering, Surveying, CEI, Etc)	1	LS	\$25,000.00	\$25,000.00	\$25,000.00	100%
			Subtotal Gravity Sewer Upgrade	\$312,182.70	\$155,747.64	50%
			TOTAL	510,121.69	\$353,686.63	69%

From: [Sia Mollanazar](#)
To: [Janice Haas](#)
Subject: FW: Willow Walk Phase 2; Utility Participation Agreement; RLS-2018-0075
Date: Thursday, April 12, 2018 11:41:52 AM
Attachments: [UPA - CAO Comments 2.23.18.pdf](#)

For agenda package.

From: William Clague
Sent: Friday, February 23, 2018 1:35 PM
To: Bill Merrill <wmerrill@icardmerrill.com>
Cc: Sia Mollanazar <sia.mollanazar@mymanatee.org>
Subject: FW: Willow Walk Phase 2; Utility Participation Agreement; RLS-2018-0075

Bill:

In response to your email today, here is the RLS response that went out to staff a moment ago.

Bill Clague
Assistant County Attorney
Manatee County, Florida
ph. 941-745-3750
fx. 941-749-3089
william.clague@mymanatee.org

From: William Clague
Sent: Friday, February 23, 2018 1:33 PM
To: Sia Mollanazar <sia.mollanazar@mymanatee.org>
Cc: Mitchell Palmer (mitchell.palmer@mymanatee.org) <mitchell.palmer@mymanatee.org>; Alex Nicodemi <alex.nicodemi@mymanatee.org>; Dan Schlandt <dan.schlandt@mymanatee.org>; Cheri Coryea <cheri.coryea@mymanatee.org>; John Osborne <john.osborne@mymanatee.org>; Ron Schulhofer <ron.schulhofer@mymanatee.org>; Mike Gore <mike.gore@mymanatee.org>; Juliet Shepard <juliet.shepard@mymanatee.org>
Subject: Willow Walk Phase 2; Utility Participation Agreement; RLS-2018-0075

Sia:

Pursuant to the above Request for Legal Services, you have asked this office to review the above referenced Agreement for the construction of utility improvements. Attached is a marked draft of the Agreement reflecting my suggested changes, which are limited to matters of clarification.

The Agreement generally follows a form this office and the County have accepted in similar transactions. There were no specific legal issues raised in the RLS. Therefore, I have limited my review to identifying legal issues that could give rise to claim or case against the County. I express no opinion as to the business judgment of entering into the Agreement.

Subject to the inclusion of my suggested changes and the resolution of any business issues raised by staff, I have no objection from a legal standpoint to the Agreement being considered by the Board.

This concludes my response to the RLS. Please let me know if you have any questions or concerns.

Bill Clague
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