



Rizzetta & Company

Harbourage at Braden River Community Development District

**Board of Supervisors' Meeting
May 11, 2026**

**District Office:
2700 S. Falkenburg Road Suite 2745
Riverview, Florida 33578
813.533.2950**

www.harbouragecdd.org

HARBOURAGE AT BRADEN RIVER COMMUNITY DEVELOPMENT DISTRICT AGENDA

Harbourage Recreation Center located at 5705 Key West Place Bradenton, FL 34203

District Board of Supervisors

Mike Malik	Chairman
Michael Monti	Vice Chairman
James Burke	Assistant Secretary
Brenda Landers	Assistant Secretary
Merril "Tod" Glentzer	Assistant Secretary

District Manager	Stephanie DeLuna	Rizzetta & Company, Inc.
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District Counsel	Cari Webster	Straley Robin Vericker
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District Engineer	Rick Schappacher	Schappacher Engineering
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All Cellular phones and pagers must be turned off while in the meeting room.

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 533-2950. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

HARBOURAGE AT BRADEN RIVER COMMUNITY DEVELOPMENT DISTRICT
DISTRICT OFFICE – Riverview, FL – 813-533-2950
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, FL 33614
www.harbouragecdd.org

Board of Supervisors
Harbourage at Braden River Community
Development District

May 4th, 2026

FINAL AGENDA

Dear Board Members:

The Regular meeting of the Board of Supervisors of the Harbourage at Braden River Community Development District will be held **Monday, May 11th, 2026, at 12:30 p.m.** at the Harbourage Recreation Center located at 5705 Key West Place, Bradenton, Florida 34203.

- 1. CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE**
- 2. AUDIENCE COMMENTS**
- 3. STAFF REPORTS**
 - A.** District Counsel
 - B.** District Engineer
 - C.** Clubhouse Manager
 - 1) Boat Lift Preventative Maintenance Quote, Mariner Marine
 - 2) Discussion on purchase of an AED for clubhouse
 - D.** District Manager
- 4. BUSINESS ITEMS**
 - A.** Presentation of Waterway Inspection Report Tab 1
 - B.** Consideration of Commercial Fitness Products Tab 2
 - C.** Ratification of Sidewalk Repair Contract Tab 3
 - D.** Consideration of Hoover Annual Maintenance Proposal Tab 4
 - E.** Ratification of Solitude Fountain Repair Tab 5
 - F.** Presentation of Roadway Finance
 - G.** Consideration of the FY 2026-2027 Budget..... Tab 6
 - H.** Consideration of Resolution 2026-04 ; Adopting the Proposed FY 2026-2027 Budget and Setting a Public Hearing Tab 7
- 5. BUSINESS ADMINISTRATION**
 - A.** Consideration of the Board of Supervisors Meeting Minutes
 - B.** for April 20, 2026,..... Tab 8
 - C.** Consideration for Operations and Maintenance Expenditures for
 - D.** February 2026..... Tab 9
- 6. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 533-2950.

Sincerely,
Stephanie DeLuna
District Manager

Tab 1

SOLITUDE

LAKE MANAGEMENT



Harbourage at Braden River CDD Waterway Inspection Report

Reason for Inspection: Scheduled-recurring

Inspection Date: 2026-03-24

Prepared for:

Ms. Stephanie DeLuna, District Manager
Rizzetta & Company
2700 S. Falkenburg Road Suite 2745
Riverview, Florida 33578

Prepared by:

Logan Bell, Account Representative/Biologist

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Site: 1

Comments:

Site looks good

Treatment of littoral shelf is evident. Minimal amount of invasive weeds present around the perimeter.



Action Required:

Routine maintenance next visit

Target:

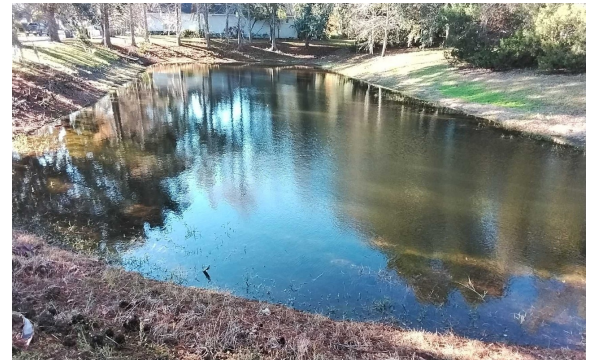
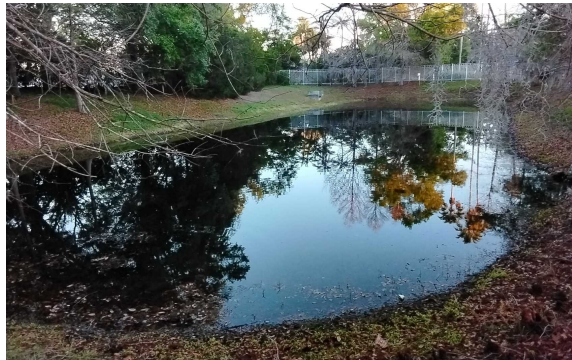
Alligatorweed

Site: 2

Comments:

Site looks good

Minimal amount of torpedograss present around the perimeter.



Action Required:

Routine maintenance next visit

Target:

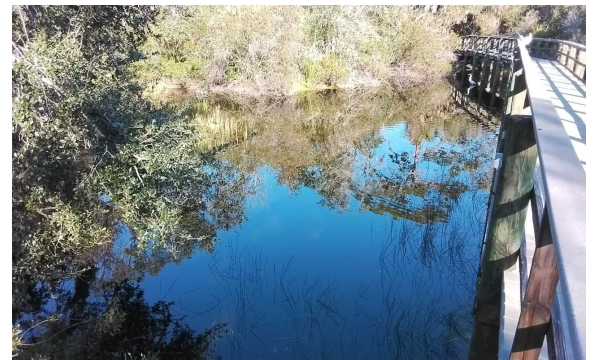
Torpedograss

Site: 5

Comments:

Site looks good

Minimal amount of torpedograss present around the perimeter.



Action Required:

Routine maintenance next visit

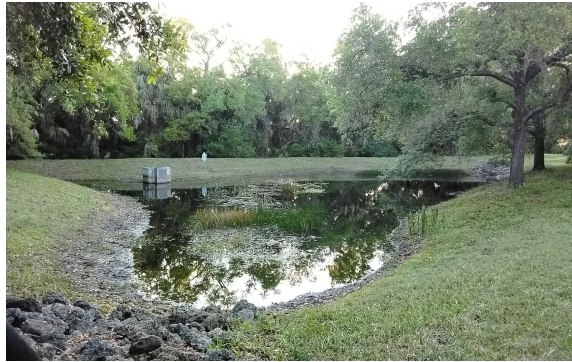
Target:

Torpedograss

Site: 4

Comments:

Normal growth observed
Some alligatorweed growth in center of pond. New bulrush growth has been treated.



Action Required:

Routine maintenance next visit

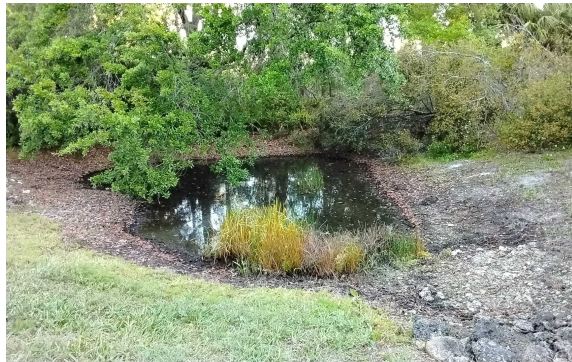
Target:

Alligatorweed

Site: 3

Comments:

Normal growth observed
Evident that grasses have been treated.



Action Required:

Routine maintenance next visit

Target:

Torpedograss

Management Summary

Photos on the right are from the previous inspection

Site #1: Treatment of littoral shelf is evident. Minimal amount of invasive weeds present around the perimeter.

Site #2: Minimal amount of torpedograss present around the perimeter.

Site #3: Evident that grasses have been treated around the perimeter.

Site #4: Some alligatorweed growth in center of pond. New bulrush growth has been treated.

Site #5: Minimal amount of torpedograss present around the perimeter.

Site	Comments	Target	Action Required
1	Site looks good	Alligatorweed	Routine maintenance next visit
2	Site looks good	Torpedograss	Routine maintenance next visit
3	Site looks good	Torpedograss	Routine maintenance next visit
4	Site looks good	Alligatorweed	Routine maintenance next visit
5	Site looks good	Torpedograss	Routine maintenance next visit

Harbourage/Braden CDD
Bradenton, Fl.

SOLITUDE
Rev. 6/ LAKE MANAGEMENT



Tab 2



PROPOSAL

10239 Windhorst Rd, Tampa, FL 33619

Office: 239-938-1461

Cell: 813-599-2357

Email: bill@commfitnessproducts.com

Fax: 239-938-1462

PROPOSAL # TM260409

Date: Apr 3, 2026

Expiration Date: 5/3/2026

BILL

TO: Harbourage at Braden River
5705 Key West Place
Bradenton, FL 34203

SHIP

TO: Harbourage at Braden River
5705 Key West Place
Bradenton, FL 34203

ATN Tony Grip
Phone (941) 727-5500
Email Harbouragecddmanager@gmail.com

ATN Tony Grip
Phone (941) 727-5500
Email Harbouragecddmanager@gmail.com

Prepared By	P.O. Number	Payment Terms	Effective Date	Ending Date
Bill DeMarco	Will Advise	Net 30 Days AFTER Each Visits	May 1, 2026	April 30, 2027

QTY	MODEL	DESCRIPTION	UNIT PRICE	LINE TOTAL
4	PM-4	Preventative Maintenance Service - Quarterly Visits (4X/Year)	\$195.00	\$780.00
		<i>Model Fitness Center Cardio and Strength Equipment Matrix Elliptical Matrix Endurance Elliptical Matrix Recumbent Bke Matrix Treadmill Matrix Treadmill Nautilus 4 Stack Multi Gym</i>		
			Subtotal	\$780.00
			State Tax	\$0.00
			Grand Total	\$780.00

Signature: _____ Date: _____

Customer Contact expressly warrants and represents that he/she has the authority and right to enter into this Agreement. Please initial each page and sign page five.

Initial _____

CommercialFitnessProducts

PREVENTATIVE MAINTENANCE PLAN

Under the following Terms and Conditions, Commercial Fitness Products (“CFP”) agrees, for the stated fees, to perform Preventive Maintenance Service for one (1) year from the effective date for the customer.

The equipment that will receive the maintenance service has been listed by type, model, and serial number.

This custom plan has been specifically designed to fit the needs of the Customer. The equipment covered under this agreement will be routinely maintained in accordance with the manufacturer’s recommendations. The maintenance provided will focus on increasing the life of the Customer’s equipment, decreasing or eliminating downtime, and maintaining the equipment at peak performance.

Upon the first PM Visit under this Agreement, an initial inspection will be performed. A detailed Estimate of equipment in need of repair will be submitted for the Customer’s approval. This estimate is provided at no charge. It is the Customer’s responsibility for the equipment under contract to be brought up to proper working specifications. Customer warrants that the listed equipment is in proper working order on the effective date of this Agreement.

Services to be performed under this PM Plan –

Routine PM Service

Each regularly scheduled preventative maintenance call shall include a complete function and safety inspection. Additionally, cleaning, lubrication, and mechanical adjustments determined as due by CFP will be performed. The cost of routine supply items required for preventative maintenance service is included herein. Any necessary repairs will be identified, and an estimate will be provided to the Customer for approval.

All services covered by this Agreement will be performed during CFP’s regular hours of 9:00 AM and 5:00 PM weekdays, excluding holidays. If emergency service is requested outside such regular hours, the CFP’s Emergency Rates prevail - \$155.00/Hour/Technician, plus a Service Charge of \$155.00.

Repairs

If a non-warranty repair is required, **Commercial Fitness Products (CFP)** will use its best efforts to complete the repair as quickly as possible. The Customer may contact CFP during regular business hours to speak with a Service Representative or may email CFP at any time. Upon contact, the Customer will be provided with a recommended course of action to resolve the issue or scheduled for a service call as needed.

All repair services are billed at **discounted labor rates** (as shown below) plus the cost of parts. Any non-preventive maintenance (non-PM) service performed during regular working hours will be billed at the following **discounted rates** for the term of this Agreement.

(Standard labor rate and service charge for non-PM customers: \$105.00 per hour, per technician.)

5034 N. Hiatus Road, Sunrise, FL 33351

P (954) 747-5128 F (954) 747-5131

www.commfitnessproducts.com

Initial _____

Commercial**Fitness**Products

Discounted Repair Rates:

- **Labor Rate:** \$95.00 per hour, per technician (1-hour minimum)
- **Service Charge:** \$95.00 per trip
-

All repairs, including diagnostic service calls, are billed with a **one-hour minimum charge**. After the first hour, labor is billed in **half-hour (½ hour) increments**.

All repair labor, parts, and service charges shall be invoiced with **Net 30-day** payment terms.

Estimate –

A written Estimate will be presented for each billable part, accessory, or supply, and/or labor. The Estimate must be approved by the Customer prior to CFP – a.) ordering the part, b.) scheduling a service call.

Service Request –

Service Requests must be made in writing by the individual Property Manager or a staff member authorized to make such a request. Service Requests must include all pertinent information related to the machine and its reported issue. Essential information required for timely repair includes identifying the machine by make/model/serial #, and a description of the problem.

Repairs necessitated by casualty, acts of God (unforeseen, naturally occurring events that were unavoidable), voltage aberrations (high or low spikes in electricity to the product), abuse (misuse of product, vandalism, or any act which harms the product in any way), or negligence, are not covered by this agreement but will be provided at Servicer's hourly rate(s) plus parts.

Repair calls requested as a result of "User Error", in which no actual repair is required, will be billed at the CFP's PM Customer's 1 Hour Labor Rate of \$95.00, plus a Service Charge of \$95.00.

Warranty

All Repair services done by CFP will be warranted for ninety (90) days from the service date. Parts used for the repair will be covered under the parts supplier or manufacturer's specific warranty period.

All required Parts not covered by CFP's warranty will be billed at CFP's current Preferred Customer discounted price plus shipping charges.

5034 N. Hiatus Road, Sunrise, FL 33351
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www.commfitnessproducts.com

Commercial**Fitness**Products

Governing/Venue

This Agreement shall be construed in accordance with the laws of the State of Florida. In the event of any dispute, the parties shall retain all rights and remedies available to them by law. In the event there shall be any litigation between parties, the prevailing party shall be entitled to recover from the other party its reasonable attorney fees, including any associated fees and court costs.

Payment

Payment Terms are “Net 30 Days”. All unpaid balances under this agreement shall bear interest at the rate of 1.5% per month, simple interest, in the event that such invoice is not paid within thirty (30) days from the date service is rendered.

If the Customer requires an internal Purchase Order, or other such documentation, to be generated internally, for any expense, including service labor or parts, the Customer must inform CFP of this policy and the procedure for submitting Invoices, prior to executing this agreement.

Insurance. Indemnification

CFP, at its sole cost and expense, shall provide and keep in force insurance coverages for Workman’s Compensation, Comprehensive General Liability, and Comprehensive Automobile Liability.

It is understood and agreed that this is a service & maintenance agreement only, and that under this plan, Servicer will be performing routine Preventive Maintenance procedures. CFP shall have no liability arising out of, or in connection with, personal injury or property damage resulting from the use of the equipment by any person on the premises in which the equipment is located. Customer agrees to indemnify and hold CFP, its directors, officers, employees, and agents, harmless from and against any and all claims, lawsuits, costs, damages, liabilities, and expenses, including attorney’s fees.

This Agreement shall not be construed as an assumption by Servicer of any risk of loss or liability due to the undersigned’s failure to routinely inspect, or negligent inspection of, the equipment by its own staff. CFP shall not be responsible to any third party or ultimate user for harm caused by continued use of equipment and/or parts that are deemed unsafe by CFP

Cancellation

Either party may cancel at any time for any reason, provided a written notice has been received thirty (30) days prior to the next scheduled call. Customer shall render payment on any outstanding invoices within five (5) business days preceding cancellation of services.

5034 N. Hiatus Road, Sunrise, FL 33351
P (954) 747-5128 F (954) 747-5131
www.commfitnessproducts.com

Commercial**Fitness**Products

Agreement

This agreement may not be amended except in writing, agreed to, and signed by both parties.

Explanation of Services:

During each preventative maintenance visit, all equipment covered under this agreement will be:

- ✓ **Inspected for safety & proper function**
- ✓ **Cleaned**
- ✓ **Lubricated**
- ✓ **Adjusted in accordance with manufacturers' specifications**
- ✓ **Parts & Repair Estimate provided as needed.**

Signature: _____

Print Name: _____

Date: _____

5034 N. Hiatus Road, Sunrise, FL 33351
P (954) 747-5128 F (954) 747-5131
www.commfitnessproducts.com

Initial _____

Tab 3

SIDEWALK AND CURB REPAIR AGREEMENT

This Agreement (“Agreement” or “Contract”), is made between HARBOURAGE AT BRADEN RIVER COMMUNITY DEVELOPMENT DISTRICT, a community development district organized under the laws of the State of Florida (hereinafter referred to as “District” or “Owner”) with an address of c/o Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614, and ASPHALT REMEDIES, LLC., a Florida Limited Liability Company, (hereinafter referred to as the “Contractor”) with an address of 711 College Avenue West, Ruskin, FL 33570, on this 31st day of March, 2026.

RECITALS

WHEREAS, the District was established for the purpose of financing, funding, planning, establishing, acquiring, constructing, or reconstructing, enlarging, or extending, equipping, operating, and maintaining systems and facilities for certain infrastructure improvements; and

WHEREAS, the District owns the sidewalks and curbs throughout the community and has a need to retain an independent contractor to provide sidewalk repairs and related remediation work; and

WHEREAS, the Contractor has offered to provide such work pursuant to the bid form attached hereto.

NOW, THEREFORE, in consideration of the mutual covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor and District agree as follows:

I. INCORPORATION OF RECITALS

The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

II. DESCRIPTION OF WORK

The work to be performed shall include all labor, material, equipment, supervision, and transportation necessary for sidewalk and curb repairs and related remediation (hereinafter referred to as the “Contract Work”) and more specifically detailed in the plans attached hereto as **Exhibit “B”** in accordance with the Bid Form attached hereto as **Exhibit “A”** and the Technical Specifications attached hereto as **Exhibit “C.”** To the extent of any conflict between the Contract and the Exhibits, the terms of this Contract shall govern.

While performing the Contract Work, the Contractor shall assign such experienced staff as may be required and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Contract Work. All work shall be performed in a professional manner and warrantied as referenced herein.

III. CONTRACT SUM

The District agrees to pay Contractor for the Contract Work the total sum of Five Thousand Eight Hundred Thirty-Seven and 50/100 Dollars (**\$5,837.50**) (hereinafter referred to as the "Contract Sum"). The District shall pay the Contractor for the Contract Work upon Contract completion to the District's sole and absolute discretion and final inspection approval by applicable local government authorities. The Contract Sum is the final price and there shall be no cost overruns absent a written Change Order executed by all parties before any of the excess materials and/or work is incurred. An initial payment to cover material costs of up to twenty percent (20%) of the Contract Sum will be made by Owner upon written request from Contractor. Progress payments will then be made upon request and only after approval by the District's engineer. Partial releases may be requested as partial payments are made.

The District requires that all subcontractors, material men, suppliers or laborers be paid and may require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, at the District's discretion prior to remittal of any payment due. Contractor agrees simultaneously with and to the extent it receives payment in full from the District to defend and resolve all claims made by subcontractors, laborers, and material suppliers, indemnifying the District and its agents for all claims arising from or resulting from subcontractor or supplier or material men or laborer services in connection with the Contract Work.

IV. TIME OF COMMENCEMENT AND COMPLETION

After full execution of this Contract and receipt of all insurance referenced herein and other required documentation, the Contract Work shall commence on or about **April 20, 2026**. Subject to authorized adjustments, the Contract Work shall be substantially completed and ready for inspection by the District and/or its representatives no later than **60 days** from commencement of Contract Work (hereinafter referred to as the "Contract Time"). Contractor and the District recognize that time is of the essence of this Contract and the District will suffer financial loss if the Contract Work is not completed within the Contract Time specified herein. Contractor agrees to diligently and continuously perform its work so that the District shall not be delayed by any act or omission of Contractor. Failure to fully complete the Contract Work within the time fixed in this Contract and extensions thereof may result in substantial injury to the District, and the District and Contractor recognize the expense and difficulties involved in proving with reasonable certainty the actual loss or damage suffered by the District if the Contract Work is not completed on time. Therefore, in the event the Contract Work is not completed within the Contract Time, Contractor shall pay the District (or the District may withhold from payment due) the sum of One Hundred Dollars (\$100.00) for each day of such delay in addition to any other damages and/or remedies to which the District may be entitled. The above-referenced liquidated damages amount shall be applicable and payable to the District without proof of special damages. The District and Contractor agree that the amount of liquidated damages assessed pursuant to this paragraph is reasonable and does not constitute a penalty. Contractor agrees the amount of liquidated damages approximates the loss anticipated at the time of execution of this Contract.

Contractor shall not be liable for any delays caused by acts of God, changes in scope of work, indecisions by the District and/or its agents, strikes or shortage of materials.

V. CONTRACTOR'S REPRESENTATIONS

In order to induce the District to enter into this Contract, Contractor makes the following representations upon which the District has actually and justifiably relied:

1. That the Contractor has examined and carefully studied the project site and that the Contractor has the experience, expertise, and resources to perform all the Contract Work within the Contract Time.
2. That Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Contract Work.
3. That Contractor is familiar with and can and shall ensure that Contractor and its subcontractors comply with all federal, state, and local laws and regulations that may affect cost, progress, performance and furnishing of the Contract Work.

VI. DUTIES AND RIGHTS OF CONTRACTOR

The Contractor's duties and rights are as follows:

1. Responsibility for and Supervision of Contract Work: The Contractor shall be solely responsible for all work specified in this Contract, including the techniques, sequences, procedures, means and coordination for all work. The Contractor shall supervise and direct the work to the best of its ability giving all attention necessary for such proper supervision and direction.
2. Discipline, Employment: The Contractor shall maintain at all times strict discipline among its employees and subcontractors, if any, and shall not employ or retain for work at the District any person unfit or without sufficient skills to perform the job for which such person is utilized.
3. Furnishing of Labor, Materials/Liens, and Claims: The Contractor shall provide and pay for all labor, materials, and equipment, including tools, transportation and all other facilities and services necessary for the proper completion of work in accordance with this Contract. The Contractor shall keep the District's property free from any material men's or mechanic's liens and claims or notices in respect to such liens and claims which arise by reason of the Contractor's performance under this Contract.
4. Payment of Taxes, Procurement of Licenses and Permits, Compliance with Governmental Regulations: The Contractor shall pay all taxes required by law in connection with the Contract Work, including sales, use and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Contract Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements. The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, or ordinances.
5. Responsibility for Negligence of Employees and Subcontractors: The Contractor shall be fully responsible for all acts or omissions of its employees, if any, at the site, its subcontractors and their employees and other persons doing work under any request of Contractor.

6. Safety Precautions and Programs: The Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for reasonable safety of the Contract Work. The Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Contract as well as members of the public that may come into contact with the job site. The Contractor shall comply with all OSHA standards. The Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work.
7. Warranty of Fitness of Equipment and Materials: Contractor represents and warrants to the District that all equipment and materials used in the Contract Work and made a part of structures, or placed permanently in connection therewith, will be new unless otherwise specified and will be of good quality, free of defects. It is understood between the parties that all equipment and materials not so in conformity are defective.
8. Clean-Up: Contractor agrees to keep the site and adjoining ways free of waste material and rubbish caused by its work or that of its subcontractors. Contractor further agrees to remove all such waste material and rubbish on termination of the Contract Work, together with all its tools, equipment, machinery, and surplus materials. Contractor agrees on terminating its work at the site, to conduct general clean-up operations.

VII. INDEMNIFICATION

The Contractor does hereby indemnify and hold harmless the District, its officers, and employees, from liabilities, damages, losses, and costs (including but not limited to reasonable attorney's fees), to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons or entities employed or utilized by the Contractor in the performance of this Contract. The monetary limitation to the extent of this indemnification is One Million Dollars (\$1,000,000.00) per occurrence.

In any and all claims against the District or any of its agents or employees by any employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefit payable by or for Contractor or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

Contractor shall and does hereby indemnify and hold harmless District and anyone directly or indirectly employed by it from and against all claims, suits, demands, damages, losses, and expenses (including attorney's fees) arising out of any infringement of patent or copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.

VIII. INSURANCE

1. Before performing any Contract Work, the Contractor shall procure and maintain, during the life of the Contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the District and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida.

2. **Workers' Compensation:** The Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed above. No contractor or sub-contractor operating under a workers' compensation exemption shall access or work on the site. No contractor or sub-contractor shall access or work on the site unless such entity has workers' compensation insurance.
3. **Commercial General Liability:** The Contractor will provide Commercial General Liability insurance including, but not limited to, bodily injury, property damage, contractual, products and completed operations and personal injury with limits of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract.
4. **Automobile Liability:** The Contractor will provide Automobile Liability insurance including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000.00 combined single limit covering all work performed under this Contract.
5. **Umbrella Liability:** With limits of not less than \$1,000,000.00 per occurrence covering all work performed under this Contract.
6. Each insurance policy required by this Contract shall:
 - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - b. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice has been given to the District.
 - c. Be written to reflect that the aggregate limit will apply on a per claim basis.
7. The District shall retain the right to review, at any time, coverage, form, and amount of insurance.
8. The procuring of required policies of insurance shall not be construed to limit the Contractor's liability or to fulfill the indemnification provisions and requirements of this Contract.
9. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
10. Certificates of insurance evidencing coverage and compliance with the conditions to this Contract and copies of all endorsements are to be furnished to the District prior to commencement of Contract Work and a minimum of 10 calendar days before the expiration of the insurance contract when applicable. All insurance certificates shall be received by the District before the Contractor shall commence or continue work.

11. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
12. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
13. All policies required by this Contract, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its Supervisors, Officers, Agents, Employees and Volunteers as additional insured on a primary non-contributory basis as their interest may appear under this Contract.
14. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance, in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

IX. CORRECTING WORK; WARRANTY

1. When it appears to the District during the course of the Contract Work that any work does not conform to the provisions of this Contract, Contractor shall make the necessary corrections to conform and, in addition will correct any defects caused by faulty materials, equipment or workmanship in work supervised by it or by a subcontractor.
2. Contractor guarantees against faulty workmanship with respect to all Contract Work. Contractor further guarantees as follows: Eighteen (18) month warranty on labor and material or more if manufacturer warrants. All time periods commence upon Contract completion and acceptance by the District.

X. EARLY TERMINATION FOR BREACH OF CONTRACT

1. Termination. The District may, in its sole and absolute discretion, whether or not reasonable, on ten (10) days' written notice to the Contractor, terminate this Contract at its convenience, with or without cause, and without prejudice to any other remedy it may have. Termination notice must be sent by certified mail. On such termination, the District may take possession of the work site and finish the work in whatever way it deems expedient. If the expense of finishing the work exceeds the unpaid balance at the time of termination, Contractor agrees to pay the difference to the District within ten (10) calendar days after written notice.
2. On a default by Contractor, the District may terminate the Contract immediately or elect not to terminate the Contract, and in such event, it may make good the deficiency in which the default consists and deduct the costs from the payment then or to become due the Contractor.

3. Each party further specifically reserves all rights available under the law or equity should there be a default by the other party which shall include, but not be limited to, the right of damages, injunctive relief, and specific performance.

XI. WORK CHANGES

Each party reserves the right to request Contract Work changes in the nature of additions, or modifications. However, as referenced above, all changes to the Contract Work, the Contract Sum and Contract Time shall only be authorized once in writing executed by the parties. No work involved in the change or materials contemplated shall be started or secured until authorized.

XII. ATTORNEY'S FEES

If any court proceeding or other action occurs between the parties as a result of this Contract or any other document or act required by this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and all court costs including attorney's fees and court costs incurred in any pre-trial, trial, appellate and/or bankruptcy proceedings as well as attorney's fees and costs incurred in determining entitlement to and reasonableness of fees and costs.

XIII. MISCELLANEOUS

1. This Contract is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto.
2. No assignment by either party to this Contract of any rights under or interests in this Contract will be binding on another party hereto without the written consent of the party sought to be bound. No employees, agents or representatives of the District are personally or individually bound by this Contract.
3. Nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
4. The laws of the State of Florida shall govern all provisions of this Contract including, but not limited to, the applicable Florida construction lien law. In the event the parties to this Contract cannot resolve a difference regarding any matter arising herefrom, the disputed matter will be referred to court-ordered mediation pursuant to Section 44.102, Fla. Stat., as amended. If no agreement is reached, any party may file a civil action and/or pursue all available remedies whether at law or equity. Venue for any dispute shall be Manatee County, Florida.
5. This Contract and its attachments contain the entire agreement of the parties and there are no binding promises or conditions in any other agreements whether oral or written. This Contract

shall not be modified or amended except in writing with the same degree of formality with which this Contract is executed.

6. A waiver of any breach of any provision of this Contract shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.
7. Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the District and Contractor who agree that this Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
8. The execution of this Contract has been duly authorized by the appropriate body or official of each party, both the District and the Contractor have complied with all the requirements of law and both the District, and the Contractor have full power and authority to comply with the terms and provisions of this instrument.
9. Notices: Where notice is required to be provided under this Contract, notice shall be deemed sent upon transmittal of the notice by e-mail and by U.S. Mail to the other party at the address listed below and shall be deemed received upon actual receipt by mail or e-mail, whichever is first:

To District: Harbourage at Braden River Community Development District
Attn: Stephanie DeLuna, District Manager
c/o Rizzetta & Company, Inc.
3434 Colwell Ave., Suite 200
Tampa, Florida 33614
e-mail: sdeluna@rizzetta.com

With a copy to: Cari Webster, Esq.
1510 W. Cleveland Street
Tampa, FL 33606
e-mail: cwebster@srvlegal.com

To Contractor: Asphalt Remedies, LLC
Attn: Shane Mobley
711 West College Avenue
Ruskin, FL 33570
e-mail: smobley70@gmail.com

10. Contractor shall execute an affidavit of non-coerced labor or services pursuant to Section 787.06, Florida Statutes.
11. Contractor and District agree that Contractor is and shall remain at all times an independent contractor and shall not in any way claim or be considered an agent or employee of the District. Contractor shall be responsible for the payment of all compensation, taxes, and employee benefits and other charges payable with respect to individuals retained to perform the Services,

including, but not limited to, all applicable federal income tax withholding, unemployment compensation, and any other taxes or charges imposed by law with respect to such individuals.

12. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.
13. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.
14. Pursuant to Fla. Stat. 287.135, The District has the option to terminate the Agreement if the Contractor is found to be on the Scrutinized Companies or Other Entities that Boycott Isreal List or Boycott Israel.
15. E-Verify: Contractor and its subcontractors (if any) warrant compliance with all federal immigration laws and regulations that relate to their employees including, but not limited to, registering with, and using the E-Verify system. Contractor agrees and acknowledges that the Owner is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, F.S., apply to this Agreement. Notwithstanding, if the Owner has a good faith belief that Contractor knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the Owner shall terminate the Agreement. If the Owner has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall promptly notify Contractor and order Contractor to immediately terminate the contract with the subcontractor. Contractor shall be liable for any additional costs incurred by the Owner as a result of the termination of the Agreement based on Contractor's failure to comply with the E-Verify requirements referenced herein.
16. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law. Pursuant to applicable Florida law, the Contractor's records associated with this Contract may be subject to Florida's public records laws, Section 119.01, F.S., et seq., as amended from time to time. The Contractor agrees to comply with Florida's public records law by keeping and maintaining public records required by the District in order to perform the Contract Work. Upon request from the District's Custodian of Public Records, the Contractor shall provide the District with copies of or allow access to the requested public records at a cost that does not exceed the cost provided for under Chapter 119, Florida Statutes, or as otherwise provided for by Florida law. The Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Contract and following

completion of the Contract if the Contractor does not transfer the records to the District. Upon completion of the Contract, the Contractor shall transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain all public records required by the District to perform the Contract Work. If the Contractor transfers all public records to the District 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 District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

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 DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, STEPHANIE DELUNA, RIZZETTA & COMPANY, INC., 3434 COLWELL AVE., SUITE 200, TAMPA, FLORIDA 33614 TEL. 813-533-2950, EXT. 6585, SDELUNA@RIZZETTA.COM.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Contract on the day and year first written above.

**Harbourage at Braden River Community
Development District**

By: Michael V. Malik
Title: CCO CHAIRMAN
Date: 4-21-2026

Asphalt Remedies, LLC

By: Sharon Mobley Asphalt Remedies LLC
Title: Owner
Date: 4/20/26

Exhibit "A"

Harbourage at Braden River CDD - Sidewalk Repairs

Contract Bid Form 4.20.26

				Asphalt Remedies	
Bid Item	Description	Quantity	Unit	Unit Price	Total
1*	Grind 5' raised sidewalk joint (CDD)	59	EA	50.00	2,950.00
2*	Grind 5' raised sidewalk joint (HOA) - NOT INCLUDED	14	EA		0.00
3	Remove and replace 5' wide sidewalk (CDD)	51.5	LF	55.00	2,832.50
4	Remove and replace 5' wide sidewalk (HOA) - NOT INCLUDED	35	LF		0.00
5	Chip loose concrete in curb, apply adhesive and epoxy grout	1	LS	55.00	55.00
6	Miscellaneous cleanup and work	1	LS	0.00	0.00
Total					5,837.50

****Item 1-2 Grind 6" for every 1/2" drop***

EXHIBIT "B"

SIDEWALK

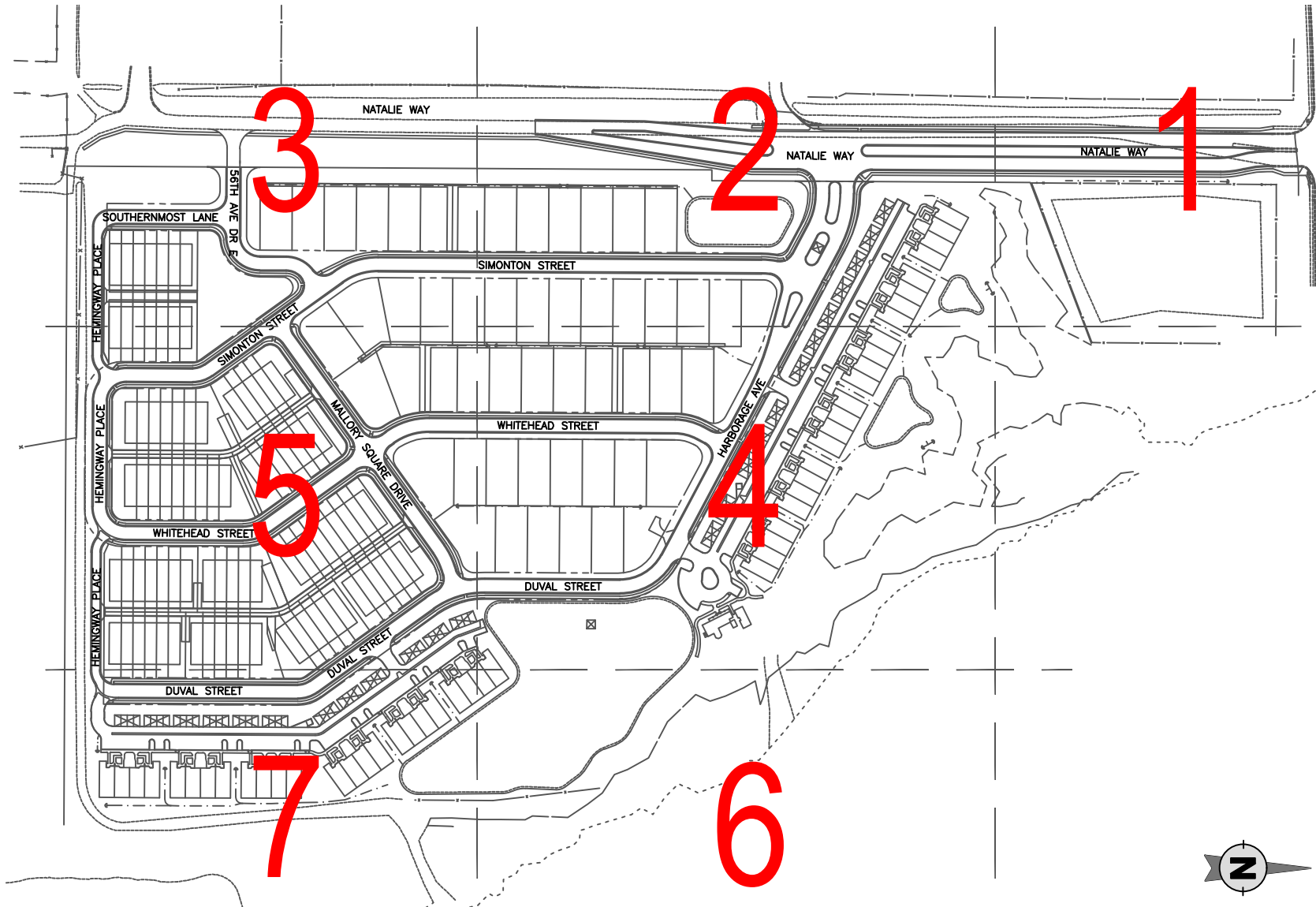


EXHIBIT "B"

SIDEWALK

 Remove & Replace slab

 Sidewalk Grind

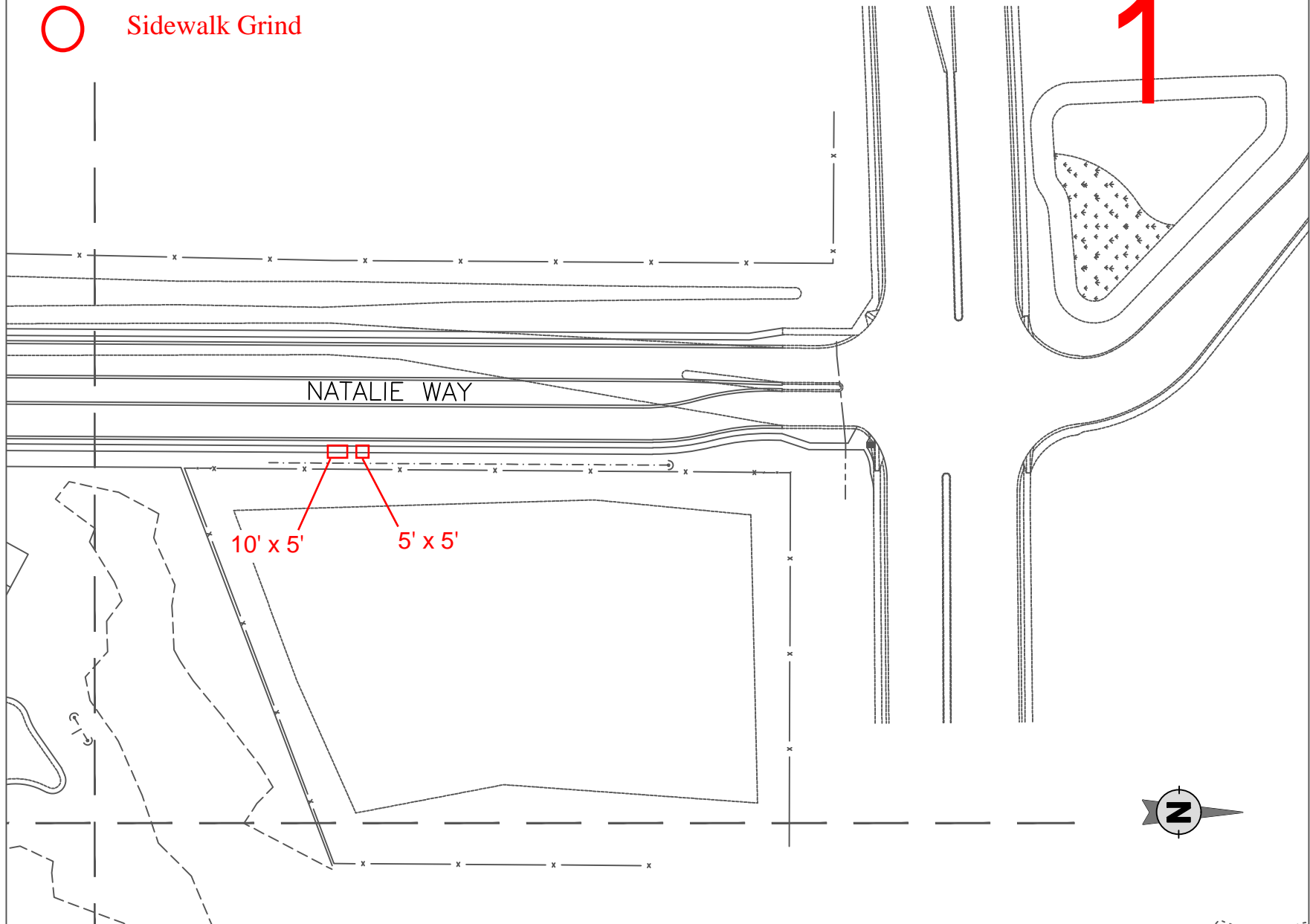


EXHIBIT "B"

SIDEWALK

2

□ Remove & Replace slab

○ Sidewalk Grind

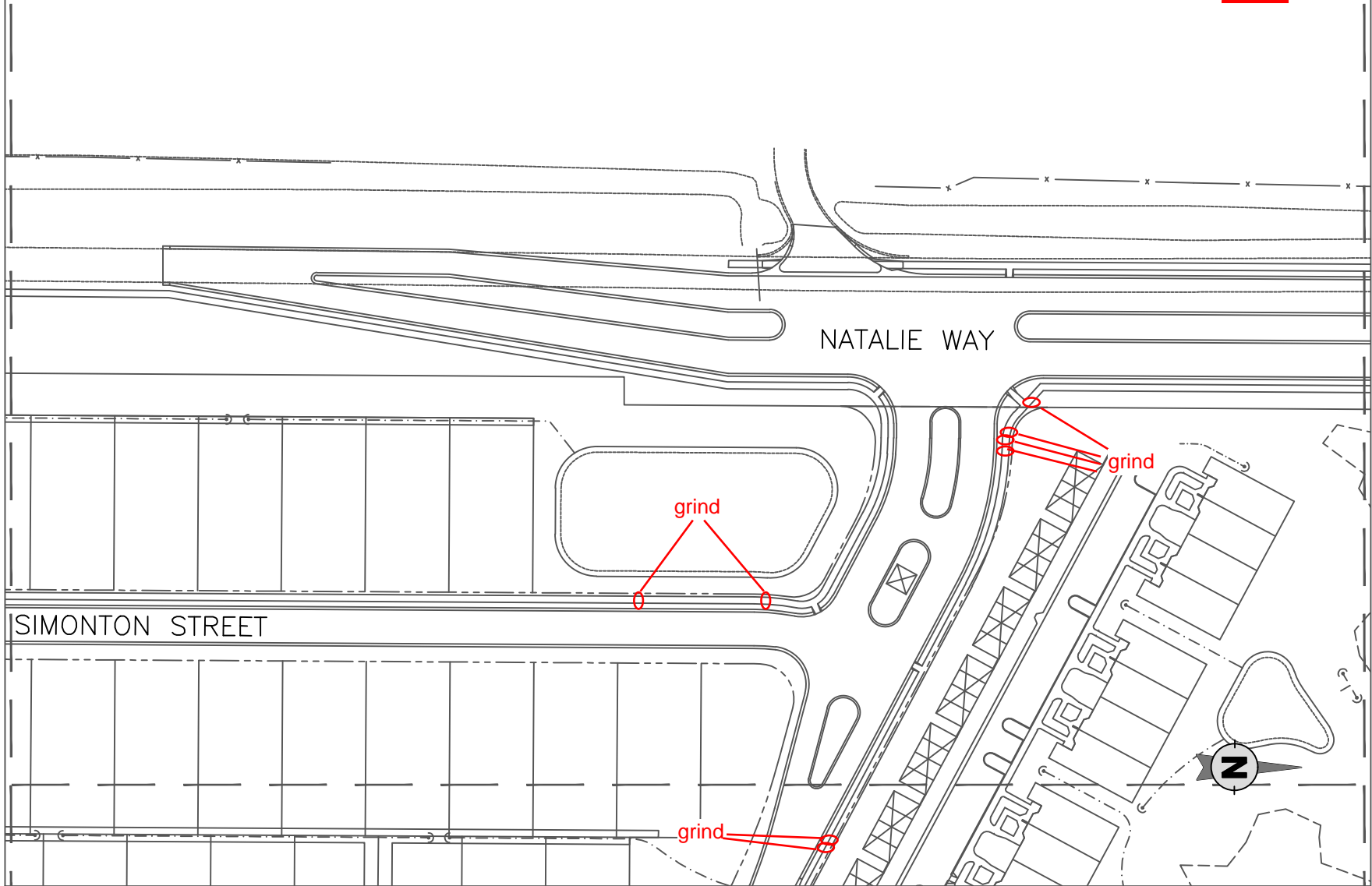
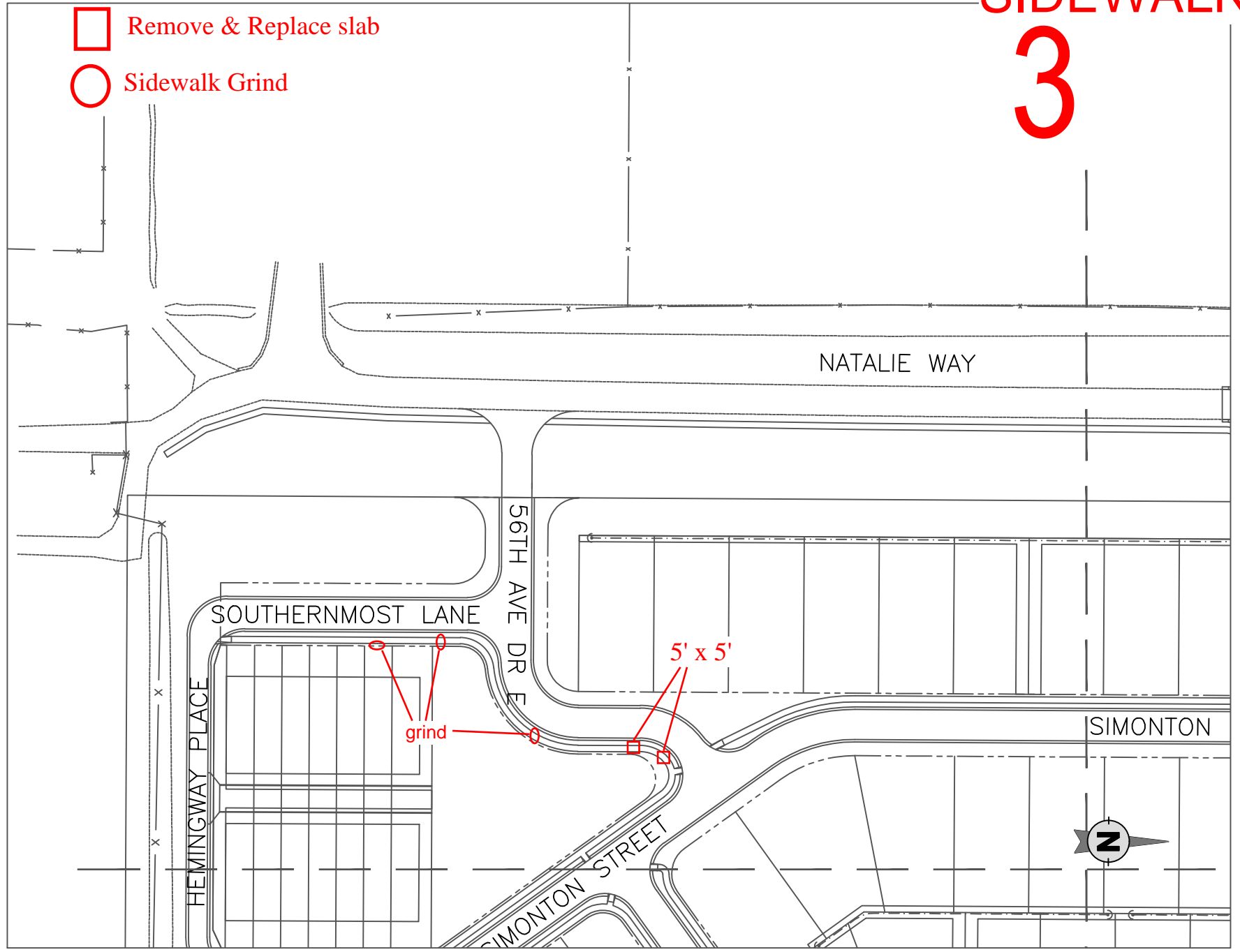


EXHIBIT "B"

SIDEWALK 3

Remove & Replace slab

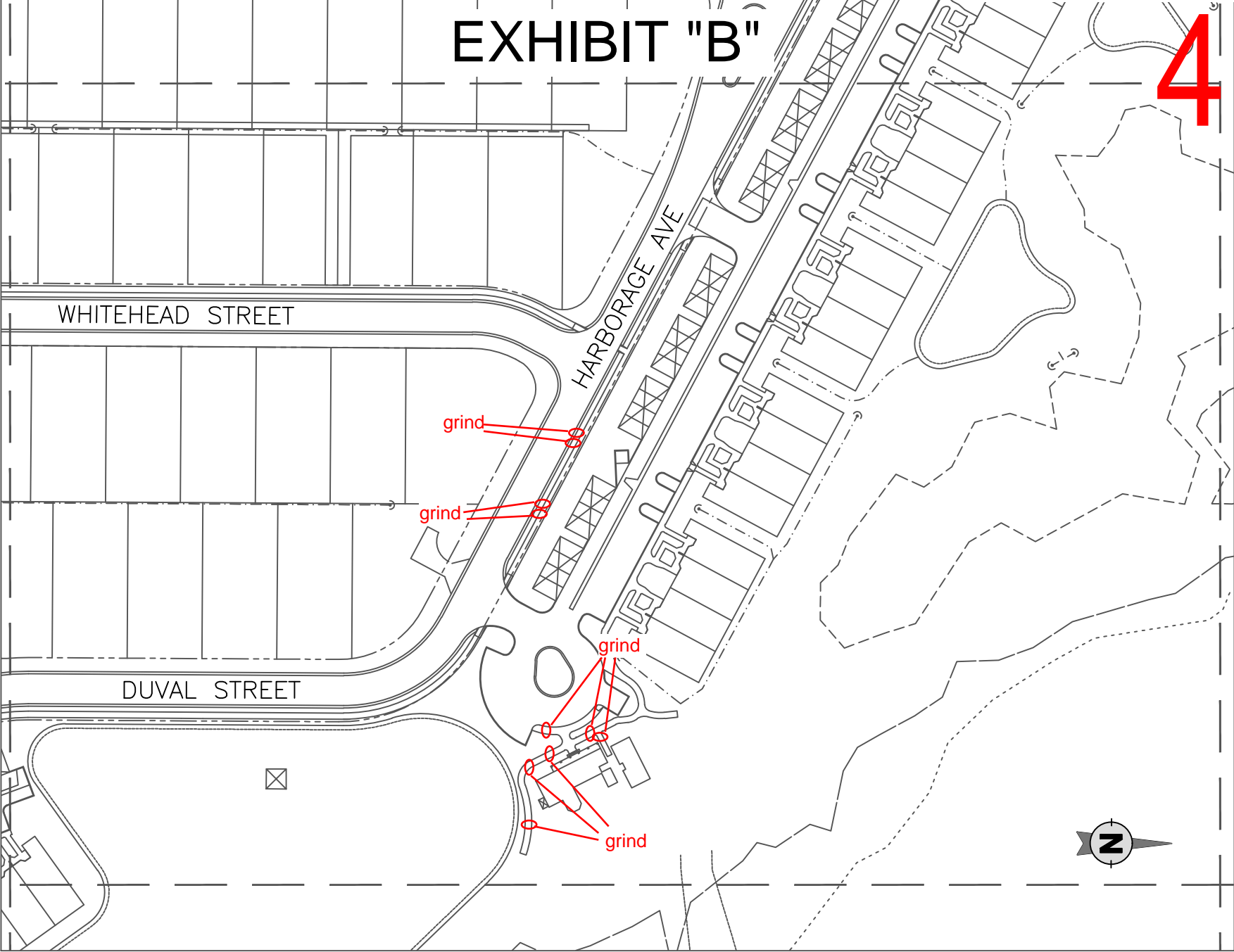
Sidewalk Grind



Remove & Replace slab

Sidewalk Grind

EXHIBIT "B"



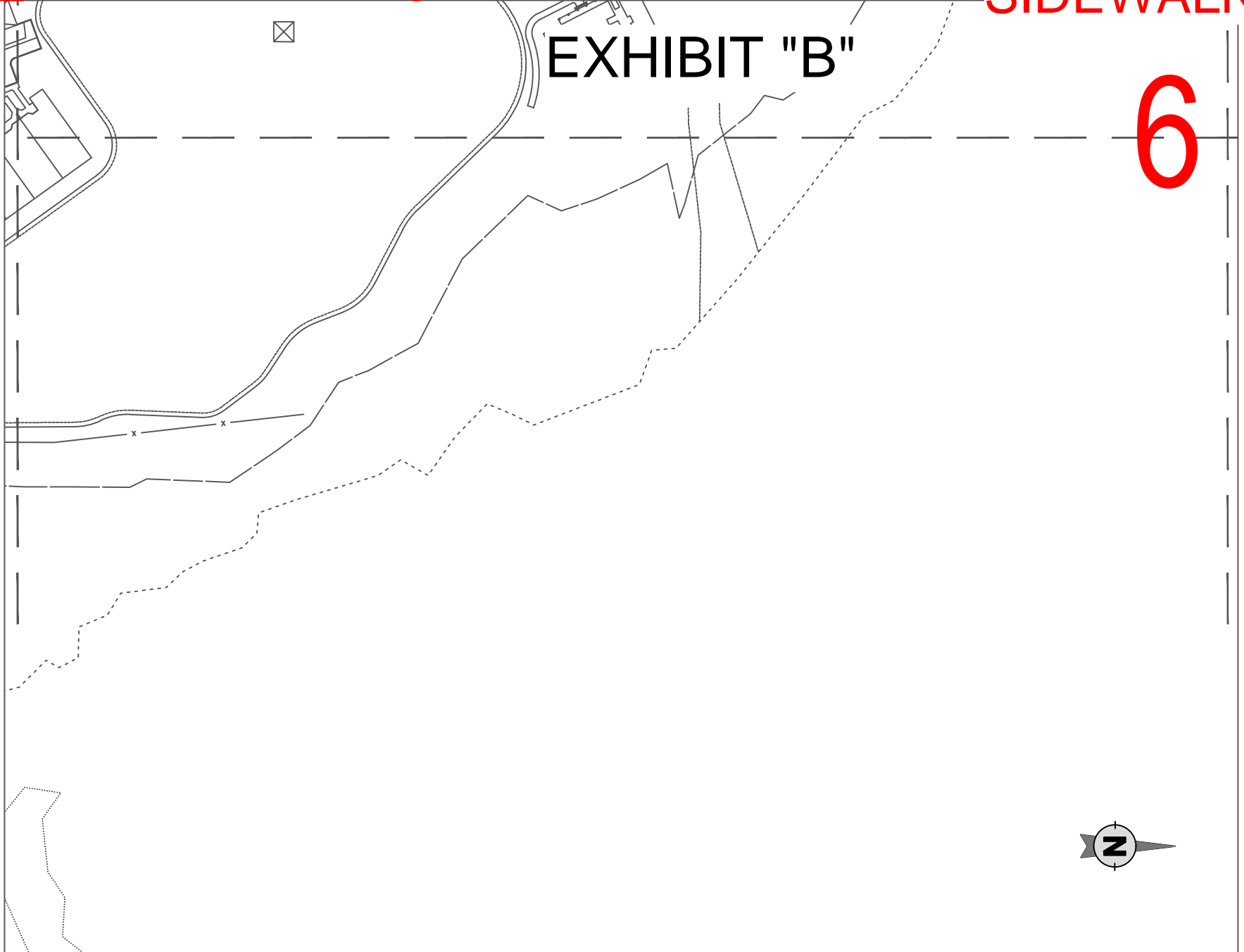
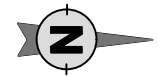
 Remove & Replace slab

 Sidewalk Grind

SIDEWALK

EXHIBIT "B"

6





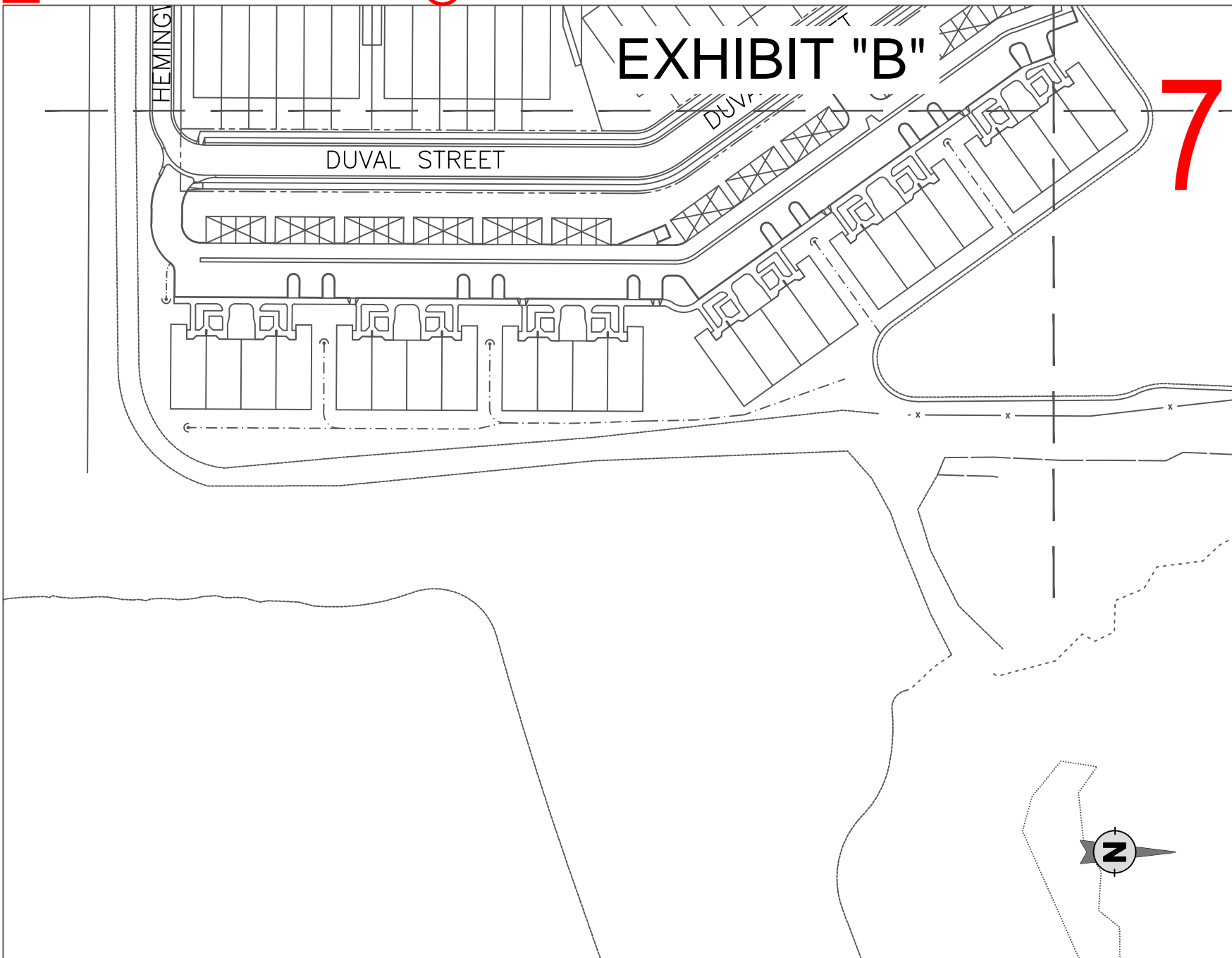
Remove & Replace slab



Sidewalk Grind

EXHIBIT "B"

7



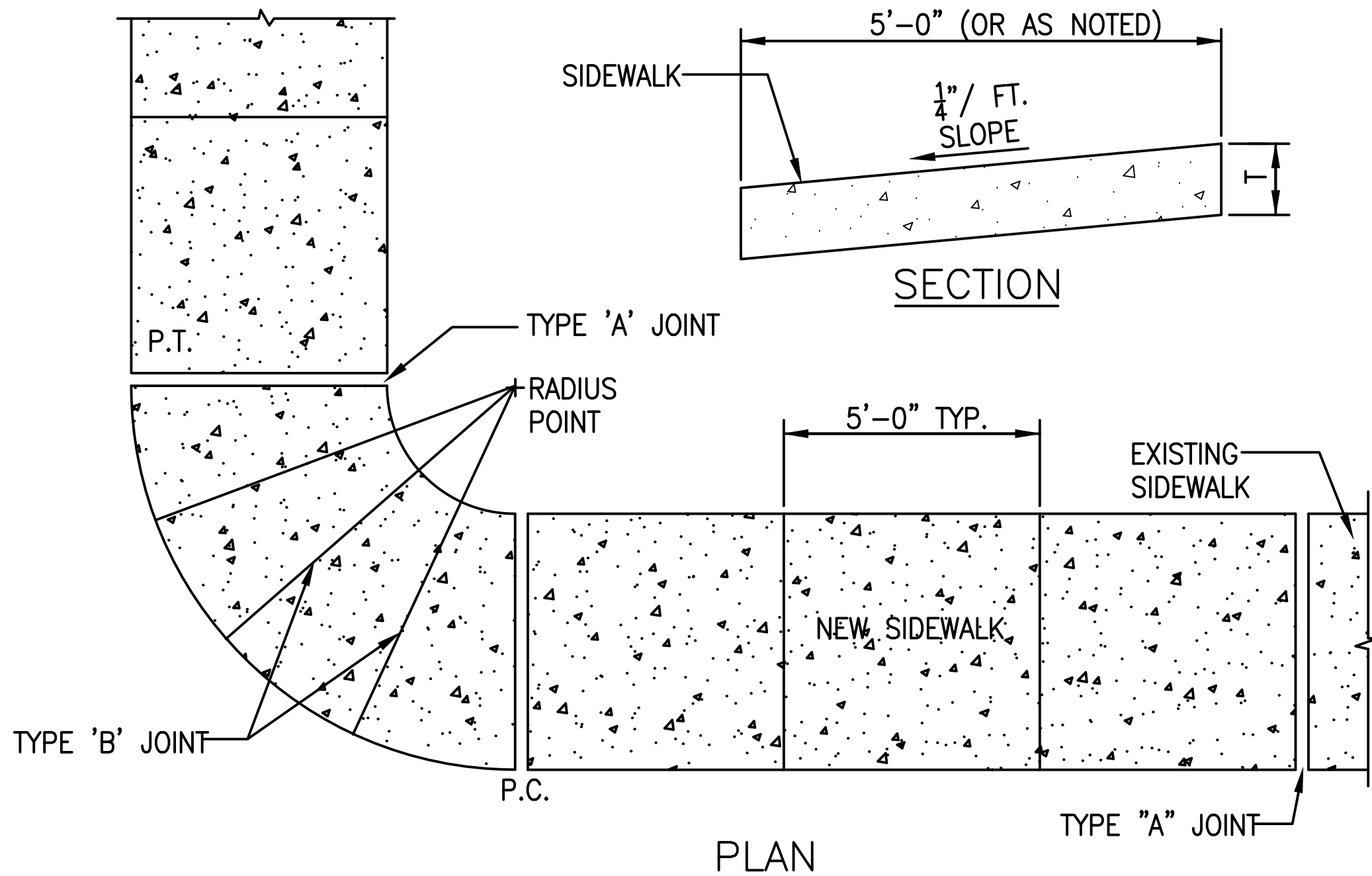
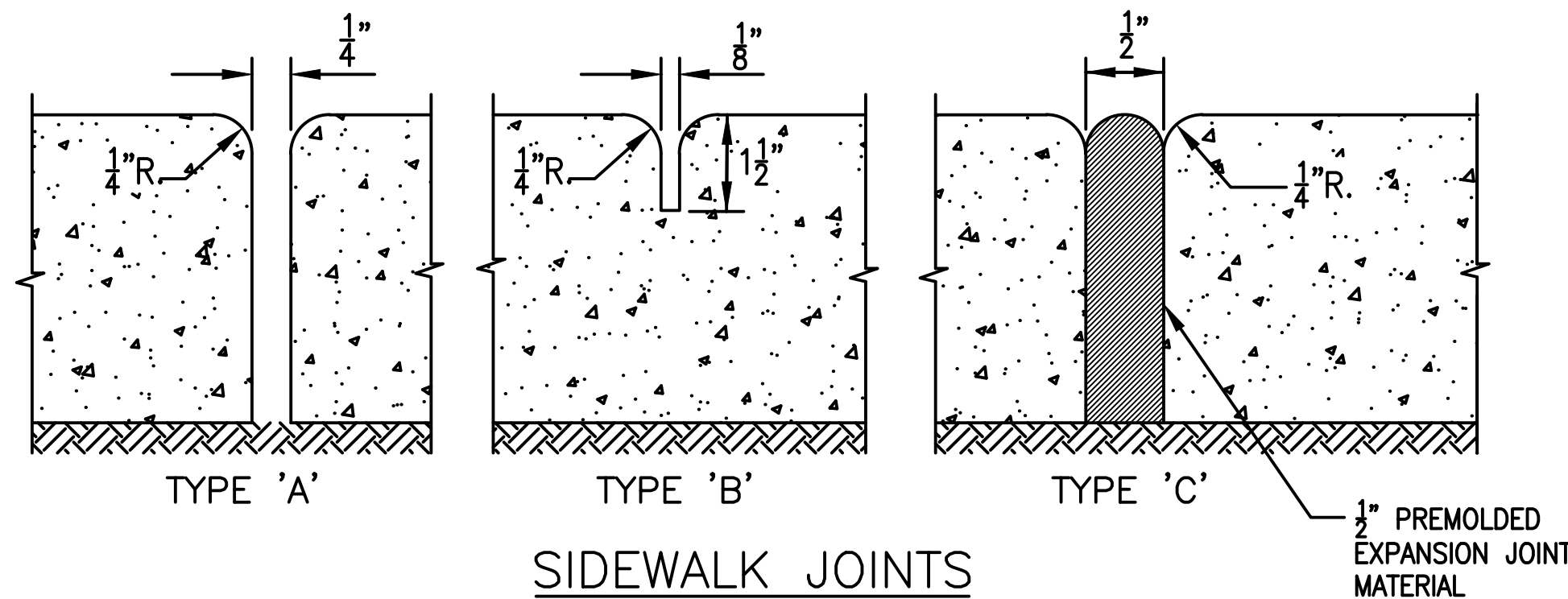


TABLE OF SIDEWALK JOINTS	
TYPE	LOCATION
'A'	P.C. AND P.T. OF CURVES.
'B'	5'-0" CENTER TO CENTER ON SIDEWALKS.
'C'	WHERE SIDEWALK ABUTS CONCRETE CURBS, DRIVEWAYS AND SIMILAR STRUCTURES. JUNCTION OF EXISTING AND NEW SIDEWALKS. AT 50' INTERVALS (MIN.)



SIDEWALK JOINTS

TABLE OF SIDEWALK THICKNESS - 'T'	
LOCATION	'T'
PEDESTRIAN AREAS	4"
AT DRIVEWAY CROSSING AND OTHER VEHICULAR USE AREAS	6"

NOTE: CONCRETE TO BE 3,000 P.S.I.
AT 28 DAYS WITH FIBERMESH
REINFORCEMENT.

SIDEWALK CONSTRUCTION

N.T.S.



Replace 5' x 5' panel on 56th Ave Dr E, south of park



Replace 6' x 5' panel lot 129 Whitehead St



Replace 5' x 5' panel on 56th Ave Dr E, south of park



Replace 3' x 5' panel lot 129 Whitehead St



Replace 4' x 5' panel lot 130 Whitehead St



Replace 10' x 5' panel in front of lot 97 Whitehead St



Replace 6' x 5' panel in front of lot 96 Whitehead St



Replace 6' x 5' panel lot 104 Whitehead St

Harbourage at Braden River CDD – Sidewalk Deficiencies – 2.4.26 – Page 3



Chip loose concrete, epoxy grout NE corner Whitehead & Hemmingway



Replace 5' x 5' panel in front of lot 57 Whitehead St



Replace 2 ea 5' x 5' panels lot 94 Whitehead St



Replace 3' x 5' panel lot 82 Duval St



Replace 3' x 5' panel lot 76 Duval St



Replace 10' x 5' panel Natalie Way



Replace 5' x 5' panel on Mallory Square adjacent to lot 60



Replace 5' x 5' panel Natalie Way

Harbourage at Braden River CDD – Sidewalk Deficiencies – 2.4.26 – Page 5

GENERAL REQUIREMENTS

1.01 SCOPE AND INTENT

A. Description

The work to be done consists of the furnishing of all labor, materials and equipment, and the performance of all work included in this Contract.

B. Work Included

The Contractor shall furnish all labor, superintendence, materials, plant, power, light, fuel, water, tools, appliances, equipment, supplies, shop drawings, working drawings and other means of construction necessary or proper for performing and completing the work. He shall perform and complete the work in the manner best calculated to promote rapid construction consistent with safety of life and property and to the satisfaction of the Engineer, and in strict accordance with the Contract Documents. The Contractor shall clean up the work and maintain it during and after construction, until accepted, and shall do all work and pay all incidental costs. He shall repair or restore all structures and property that may be damaged or disturbed during performance of the work.

The cost of incidental work described in these General Requirements, for which there are no specific Contract Items, shall be considered as part of the general cost of doing the work and shall be included in the prices for the various Contract Items. No additional payment will be made.

The Contractor shall be solely responsible for the adequacy of his workmanship, materials and equipment.

C. Public Utility Installations and Structures

Public utility installations and structures shall be understood to include all poles, tracks, pipes, wires, conduits, house service connections, vaults, manholes and all other appurtenances and facilities pertaining thereto.

The Contractor shall protect all installations and structures from damage during the work. Access across any buried public utility installation or structure shall be made only in such locations and by means approved by the Engineer. All required protective devices and construction shall be provided by the Contractor at his expense. All existing public utilities damaged by the Contractor which have been located in the field by the utility shall be repaired by the Contractor, at his expense, as approved by the Engineer. No separate payment shall be made for such protection or repairs to public utility installations or structures.

Public utility installations or structuremills owned or controlled by the Owner or other governmental body, which are required by this contract to be removed, relocated, replaced or rebuilt by the Contractor not identified in any separate bid item shall be considered as a part of the general cost of doing the work and shall be included in the prices bid for the various contract items. No separate payment shall be made.

Where public utility installations or structures owned or controlled by the Owner or other governmental body are encountered during the course of the work, and when, in the opinion of the Engineer, removal, relocation, replacement or rebuilding is necessary to complete the work under this Contract, such work shall be accomplished by the utility having jurisdiction, or such work may be ordered, in writing by the Engineer, for the Contractor to accomplish. If such work is accomplished by the utility having jurisdiction, it

will be carried out expeditiously and the Contractor shall give full cooperation to permit the utility to complete the removal, relocation, replacement or rebuilding as required. If such work is accomplished by the Contractor, it will be in accordance with the mutually agreeable terms arrived at by the parties in writing.

The Contractor shall give written notice to Owner and other governmental utility departments and other owners of public utilities of the location of his proposed construction operations, at least forty-eight hours in advance of breaking ground in any area or on any unit of the work. This can be accomplished by making the appropriate contact with the "Sunshine State One-Call of Florida, Inc. Call Center ("Call Sunshine") and per all requirements provided for in the Florida Underground Facilities Damage Prevention and Safety Act (Florida Statutes, Title XXXIII, Chapter 556).

The maintenance, repair, removal, relocation or rebuilding of public utility installations and structures, when accomplished by the Contractor as herein provided, shall be done by methods approved by the Engineer.

1.02 INSPECTION AND TESTING

A. General

Inspection and testing of materials will be performed by the Owner unless otherwise specified.

B. Costs

All inspection and testing of materials furnished under this Contract will be performed by the Owner or duly authorized inspection engineers or inspections bureaus without cost to the Contractor, unless otherwise expressly specified.

C. Final Inspection

During such final inspections, the work shall be clean and free from water. In no case will the final pay application be prepared until the Contractor has complied with all requirements set forth and the Engineer has made his final inspection of the entire work and is satisfied that the entire work is properly and satisfactorily constructed in accordance with the requirements of the Contract Document.

1.03 ADJACENT STRUCTURES AND LANDSCAPING

A. Responsibility

The Contractor shall also be entirely responsible and liable for all damage or injury as a result of his operations to all other adjacent public and private property, structures of any kind and appurtenances thereto met with during the progress of the work. The cost of protection, replacement in their original locations and conditions or payment of damages for injuries to such adjacent public and private property and structures affected by the work, and the removal, relocation and reconstruction of such items shall be included and no separate payments will be made therefore.

Contractor is expressly advised that the protection of buildings, structures, tunnels, tanks, pipelines, etc. and related work adjacent and in the vicinity of his operations, wherever they may be, is solely his responsibility. Conditional inspection of buildings or structures in the immediate vicinity of the project which may reasonably be expected to be affected by the Work shall be performed by and be the responsibility of the Contractor.

Contractor shall, before starting operations, make an examination of the interior and exterior of the adjacent structures, buildings, facilities, etc., and record by notes, measurements, photographs, etc., conditions which might be aggravated by open excavation and construction. Repairs or replacement of all conditions disturbed by the construction shall be made to the satisfaction of the Owner and to the satisfaction of the Engineer. This does not preclude conforming to the requirements of the insurance underwriters. Copies of surveys, photographs, reports, etc., shall be given to the Engineer.

Prior to the beginning of any excavations, the Contractor shall advise the Engineer of all buildings or structures on which he intends to perform work or which performance of the project work will affect.

B. Protection of Trees

1. All trees and shrubs shall be adequately protected by the Contractor with boxes and otherwise and in accordance with ordinances governing the protection of trees. No excavated materials shall be placed so as to injure such trees or shrubs. Trees or shrubs destroyed by negligence of the Contractor or his employees shall be replaced by him with new stock of similar size and age, at the proper season and at the sole expense of the Contractor.
2. Beneath trees or other surface structures, where possible, pipelines may be built in short tunnels, backfilled with excavated materials, except as otherwise specified, or the trees or structures carefully supported and protected from damage.
3. The Owner may order the Contractor, for the convenience of the Owner, to remove trees along the line or trench excavation. If so ordered, the Owner will obtain any permits required for removal of trees. Such tree removal ordered shall be paid for by separate written agreement.

C. Lawn Areas

Lawn areas shall be left in as good condition as before the starting of the work. Where sod is to be removed, it shall be carefully removed, and later replaced, or the area where sod has been removed shall be restored with new sod if necessary to restore to prior condition.

D. Restoration of Fences

Any fence, or part thereof, that is damaged or removed during the course of the Contract Work shall be replaced or repaired by the Contractor and shall be left in as good a condition as before the starting of the Contract Work. The manner in which the fence is repaired or replaced and the materials used in such work shall be subject to the approval of the Engineer. The cost of all labor, materials, equipment, and work for the replacement or repair of any fence shall be deemed included as part of the overhead cost of the Contract Work, and no additional payment will be made therefore.

1.04 PROTECTION OF WORK AND PUBLIC

A. Noise

The Contractor shall eliminate noise to as great an extent as practicable at all times. Air compressing plants shall be equipped with silencers and the exhaust of all engines or

other power equipment shall be provided with mufflers. In the vicinity of hospitals and schools, special care shall be used to avoid noise or other nuisances. The Contractor shall strictly observe all local regulations and ordinances covering noise control.

B. Access to Public Services

Neither the materials excavated nor the materials or plant used in the construction of the work shall be so placed as to prevent free access to all fire hydrants, valves or manholes.

C. Dust prevention

The Contractor shall prevent dust nuisance from his operations or from traffic by keeping the roads and/or construction areas sprinkled with water at all times.

1.05 CLEANING

A. During Construction

During construction of the Contract Work, the Contractor shall, at all times, keep the site of the work and adjacent premises as free from material, debris and rubbish as is practicable and shall remove the same from any portion of the site if, in the opinion of the Engineer, such material, debris, or rubbish constitutes a nuisance or is objectionable. The Contractor shall remove from the site all of his surplus materials and temporary structures when no further need therefore develops.

B. Final Cleaning

At the conclusion of the Contract Work, all equipment, tools, temporary structures and materials belonging to the Contractor shall be promptly taken away, and he shall remove and promptly dispose of all water, dirt, rubbish or any other foreign substances.

The Contractor shall thoroughly clean all equipment and materials installed by him and shall deliver such materials and equipment undamaged in a bright, clean, polished and new operating condition.

1.06 MISCELLANEOUS

A. Protection Against Siltation and Bank Erosion

1. The Contractor shall arrange his operations to minimize siltation and bank erosion on construction sites and on existing or proposed water courses and drainage ditches.
2. The Contractor, at his own expense, shall remove any siltation deposits and correct any erosion problems as directed by the Engineer which results from his construction operations.

END OF SECTION

SUMMARY OF WORK

1.01 WORK COVERED BY CONTRACT DOCUMENTS/REQUIREMENTS INCLUDED

- A. The work included in this contract consists of the sidewalk repairs utilizing the methods described in the bid form. The work shall also include all incidentals necessary for the completion of work including but not limited to maintenance of traffic, access repairs, sod and damage repairs.
- B. The Contractor shall perform the Contract Work complete, in place and ready for continuous service and shall include any repairs, replacements, and/or restoration required as a result of damages caused prior to acceptance by the Owner.
- D. The Contractor shall furnish and install all materials, equipment and labor which is reasonably and properly inferable and necessary for the proper completion of the Contract Work, whether specifically indicated or not.

1.02 CONTRACTS

Construct all the Work under a single contract.

1.03 WORK SEQUENCE

- A. All work done under this Contract shall be done with a minimum of inconvenience to the users of the system or facility. The Contractor shall coordinate his work with private property owners such that existing utility services are maintained to all users to the maximum extent possible.
- B. The Contractor shall, if necessary and feasible, construct the work in stages to accommodate the Owner's use of the premises during the construction period; coordinate the construction schedule and operations with the owner.
- C. The Contractor shall, where feasible, construct the Contract Work in stages to provide for public convenience and not close off public use of any facility until completion of construction to provide alternative usage.

1.04 CONSTRUCTION AREAS

- A. The Contractor shall: Limit his use of the construction areas for work and for storage, to allow for:
 - 1. Work by other Contractors.
 - 2. Owner's Use.
 - 3. Public Use.
- B. Coordinate use of work site under direction of Engineer or owner.
- C. Assume full responsibility for the protection and safekeeping of products under this Contract, stored on the site.
- D. Move any stored products under the Contractor's control, which interfere with operations of the Owner or separate contractor.

- E. Obtain and pay for the use of additional storage of work areas needed for Contractor operations.

1.05 OWNER OCCUPANCY

- A. It is assumed that portions of the Contract Work will be completed prior to completion of the entire Work. Upon completion of construction of each individual area, if the Owner, at its sole discretion whether or not reasonable, desires to accept the individual area, the Contractor will be issued a dated certificate of completion and acceptance for each individual area. The Owner has the option of not accepting the entire work as a whole until it is completed, tested and approved by the Engineer and Owner in their sole and absolute discretion whether or not reasonable.

1.06 PARTIAL OWNER OCCUPANCY

The Contractor shall schedule his operations for completion of portions of the Contract Work, as designated, for the owner prior to substantial completion of the entire work.

END OF SECTION

CONTROL OF WORK

1.01 WORK PROGRESS

The Contractor shall furnish personnel and equipment which will be efficient, appropriate and adequately sized to secure a satisfactory quality of work and a rate of progress which will insure the completion of the Contract Work within the time stipulated in the Contract. If at any time such personnel appears to the Engineer to be inefficient, inappropriate, or insufficient for securing the quality of work required for producing the rate of progress aforesaid, he may order the Contractor to increase the efficiency, change the character, or increase the personnel and equipment and the Contractor shall conform to such order. Failure of the Engineer to give such order shall in no way relieve the Contractor of his obligations to secure the quality of the work and rate of progress required.

1.02 PRIVATE LAND

The Contractor shall not enter or occupy private land outside of easements, except by permission of the affected property owner.

1.03 WORK LOCATIONS

Contract Work shall be located substantially as indicated by the owner, but the Engineer reserves the right to make such modifications in locations as may be found desirable to avoid interference with existing structures or for other reasons.

1.04 DISTRIBUTION SYSTEMS AND SERVICES

- A. The Contractor shall avoid interruptions to water, telephone, cable TV, sewer, gas, or other related utility services. He shall notify the Engineer and the appropriate agency well in advance of any requirement for dewatering, isolating, or relocating a section of a utility, so that necessary arrangements may be made.
- B. If it appears that utility service will be interrupted for an extended period, the Engineer may order the Contractor to provide temporary service lines at the Contractor's expense. Inconvenience of the users shall be kept to the minimum, consistent with existing conditions. The safety and integrity of the systems are of prime importance in scheduling work.

1.05 PROTECTION AND RELOCATION OF EXISTING STRUCTURES AND UTILITIES

- A. The Contractor shall assume full responsibility for the protection of all buildings, structures and utilities, public or private, including poles, signs, services to building utilities, gas pipes, water pipes, hydrants, sewers, drains and electric and telephone cables and other similar facilities. The Contractor shall carefully support and protect all such structures and utilities from injury of any kind. Any damage resulting from the Contractor's operation shall be repaired by the Contractor at his expense.
- B. The Contractor shall bear full responsibility for obtaining locations of all underground structures and utilities (including existing water services, drain lines and sewers). Services to buildings shall be maintained and all costs or charges resulting from damage thereto shall be paid by the Contractor.

- C. Protection and temporary removal and replacement of existing utilities and structures as described in this Section shall be a part of the Contract Work and all costs in connection therewith shall be included in the unit prices established in the Bid.
- D. If, in the opinion of the Engineer, permanent relocation of a utility owned by the Owner is required, he may direct the Contractor, in writing, to perform the work. Work so ordered will be paid for at the Contract unit prices, if applicable, or as extra work. If relocation of a privately owned utility is required, the Owner will notify the utility to perform the work as expeditiously as possible. The Contractor shall fully cooperate with the Owner and utility and shall have no claim for delay due to such relocation. As previously referenced, the Contractor shall notify public utility companies in writing at least 48 hours (excluding Saturdays, Sundays and legal holidays) before excavating near their utilities.

1.06 TEST PITS

Test pits for the purpose of locating underground pipeline or structures in advance of the Contract Work shall be excavated and backfilled by the Contractor immediately after the utility location and the surface shall be restored in a manner equal or better than the original condition. No separate payment will be made.

1.07 CARE AND PROTECTION OF PROPERTY

- A. The Contractor shall be responsible for the preservation of all public and private property and shall use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the Contract Work on the part of the Contractor, such property shall be restored by the Contractor, at his expense, to a condition equal or better to that existing before the damage was done, or he shall make good the damage in another manner acceptable to the Engineer.
- B. All sidewalks which are disturbed by the Contractor's operations shall be restored to their original or better condition by the use of similar or comparable materials. All curbing shall be restored in a condition equal to the original construction and in accordance with the best modern practice.
- C. Along the location of this Contract Work, all fences, walks, bushes, trees, shrubbery and other physical features shall be protected and restored in a thoroughly workmanlike manner unless otherwise shown on the drawings. Fences and other features removed by the Contractor shall be replaced in the location indicated by the Engineer as soon as conditions permit. All grass areas beyond the limits of construction which have been damaged by the Contractor shall be regraded and sodded to equal or exceed original conditions.
- D. Trees close to the Contract Work which are not to be removed, shall be boxed or otherwise protected against injury. The Contractor shall trim all branches that are liable to damage because of his operations, but in no case shall any tree be cut or removed without prior notification to the Engineer. All injuries to bark, trunk, limbs and roots of trees shall be repaired by dressing, cutting and painting according to approved methods, using only approved tools and materials.
- E. The protection, removal and replacement of existing physical features as necessary shall be a part of the Contract Work and all costs in connection therewith shall be included in

the unit and/or lump sum prices established under the items in the bid submittal.

1.08 MAINTENANCE OF TRAFFIC

- A. Open pits, trenches, unpaved streets, debris, or other obstructions due to construction that will prevent the normal flow of pedestrian or vehicular traffic during an extended construction stoppage, for any reason, shall be minimized. In the event an extended construction stoppage is found to be necessary, Contractor shall, at his own expense, provide normal traffic flow during extended construction stoppage. Extended stoppage will be defined by the Engineer.
- B. All excavated material shall be placed so that vehicular and pedestrian traffic may be maintained at all times. If the Contractor's operations cause traffic hazards, he shall repair the surface, provide temporary roadways, erect wheel guards or fences, or take other safety measures which are satisfactory to the Engineer and Owner.
- C. Any changes to the traffic pattern require a Traffic Control Plan to be submitted to the Owner and Engineer for their review.

1.09 WATER FOR CONSTRUCTION PURPOSES

- A. In locations where public water supply is available, the Contractor may purchase water for all construction purposes.
- B. The Contractor shall be responsible for paying for all water tap fees incurred for the purpose of obtaining a potable water service or temporary use meter.

1.10 MAINTENANCE OF FLOW

The Contractor shall at his own cost, provide for the flow of sewers, drains and water courses interrupted during the progress of the Contract Work and shall immediately cart away and remove all offensive matter. The entire procedure of maintaining existing flow shall be fully discussed with the Engineer and Owner in advance of the interruption of any flow.

1.11 CLEANUP

During the course of the Contract Work, the Contractor shall keep the site of his operations in as clean and neat a condition as is possible. He shall dispose of all residue resulting from the construction work and at the conclusion of the work, he shall remove and haul away any surplus excavation, broken pavement, lumber, equipment, temporary structures and any other refuse remaining from the construction operations and shall leave the entire site of the work in a neat and orderly condition.

END OF SECTION

MEASUREMENT AND PAYMENT

1.01 SCOPE

- A. The scope of this section is to further define the items included in each Bid Item in the Bid Form. Payment will be made based on the specified items included in the description in this section for each bid item.
- B. All contract prices included in the Bid Form section will be full compensation for all shop drawings, working drawings, labor, materials, tools, equipment and incidentals necessary to complete the Contract Work. Actual quantities of each item bid on a unit price basis will be determined upon completion of the construction. Payment for all items listed in the Bid Form will constitute full compensation for all work shown and/or specified to be performed under this Contract.

1.02 WORK OUTSIDE AUTHORIZED LIMITS

No payment will be made for work constructed outside the authorized limits of work without prior written approval.

1.03 MEASUREMENT STANDARDS

Unless otherwise specified for the particular items involved, all measurements of distance shall be taken horizontally or vertically.

1.04 AREA MEASUREMENTS

In the measurement of items to be paid for on the basis of area of finished Contract Work, the lengths and/or widths to be used in the calculations shall be the final dimensions measured along the surface of the completed work within the neat lines shown or designated.

1.05 LUMP SUM ITEMS

Where payment for items is shown to be paid for on a lump sum basis, no separate payment will be made for any item of work required to complete the lump sum items. Lump sum contracts shall be complete, tested and fully operable prior to request for final payment. Contractor may be required to provide a break-down of the lump sum totals.

No separate payment will be made for the following items and the cost of such work shall be included in the applicable pay items of work.

1. Shop Drawings, Working Drawings.
2. Clearing, grubbing and grading except as hereinafter specified.
3. Trench excavation, including necessary pavement removal and rock removal, except as otherwise specified.
4. Dewatering and disposal of surplus water.
5. Structural fill, backfill, and grading.
6. Replacement of unpaved roadways, and shrubbery plots.
7. Foundation and borrow materials, except as hereinafter specified.
8. Testing and placing system in operation.
9. Any material and equipment required to be installed and utilized for the tests.

10. Pipe, structures, pavement replacement, asphalt and shell driveways and/or appurtenances included within the limits of lump sum work, unless otherwise shown.
11. Maintaining the existing quality of service during construction.
12. Maintaining or detouring of traffic.
13. Appurtenant work as required for a complete and operable system.
14. Seeding and hydromulching.

END OF SECTION

CHANGE ORDER PROCEDURES

1.01 DEFINITION

- A. Change Order: Major change in contract scope, price or time (as defined by the owner's Engineer in his sole and absolute discretion) that must be approved and executed by the CDD Board before it becomes effective.
- B. Administrative Change Adjustment: Minor change order under 10% of project cost does not have to be CDD Board approved and to be approved by the owner's Engineer.
- C. Field Directive Change: Change to contract quantity that does not require a change of scope, price or time extension and does not require approval of owner or his representative(s).

1.02 REQUIREMENTS INCLUDED

- A. The Contractor shall promptly implement change order procedures:
 - 1. Provide full written data required to evaluate changes.
 - 2. Maintain detailed records of work done on a time-and-material/force account basis.
 - 3. Provide full documentation to Engineer on request.
- B. The Contractor shall designate a member of the Contractor's organization who:
 - 1. Is authorized to accept any changes to the Contract Work.
 - 2. Is responsible for informing others in the Contractor's employ of the authorized changes into the Contract Work.

1.03 PRELIMINARY PROCEDURES

- A. Owner may initiate changes by submitting a Request to Contractor. Request will include:
 - 1. Detailed description of the change, products, costs and location of the change in the Project.
 - 2. Supplementary or revised Drawings and Specifications.
 - 3. The projected time extension for making the change.
 - 4. A specified period of time during which the requested price will be considered valid.
 - 5. Such request is for information only and is not an instruction to execute the changes, nor to stop work in progress.
- B. Contractor may initiate changes by submitting a written notice to the Owner, containing:
 - 1. Description of the proposed changes.
 - 2. Statement of the reason for making the changes.
 - 3. Statement of the effect on the Contract Sum and the contract time.
 - 4. Statement of the effect on the work of separate contractors.
 - 5. Documentation supporting any change in Contract Sum or contract time, as appropriate.

1.04 FIELD DIRECTIVE CHANGE

- A. In lieu of a Change Order, the Owner may issue a Field Directive change for the Contractor to proceed with additional work within the original intent of the Contract Work.
- B. Field Directive change will describe changes in the work, with attachments of backup information to define details of the change.
- C. Contractor must sign and date the Field Directive change to indicate agreement with the terms therein.

1.05 DOCUMENTATION OF PROPOSALS AND CLAIMS

- A. Support each quotation for a lump sum proposal and for each unit price which has not previously been established, with sufficient substantiating data to allow the Engineer/Owner to evaluate the quotation.
- B. On request, provide additional data to support time and cost computations:
 - 1. Labor required.
 - 2. Equipment required.
 - 3. Products required.
 - a. Recommended source of purchase and unit cost.
 - b. Quantities required.
 - 4. Taxes, insurance and bonds.
 - 5. Credit for work deleted from Contract, similarly documented.
 - 6. Overhead and profit.
 - 7. Justification for any change in contract time.
- C. Support each claim for additional costs and for work done on a time-and-material/force account basis, with documentation as required for a lump-sum proposal.
 - 1. Name of the Owner's authorized agent who ordered the work and date of the order.
 - 2. Date and time work was performed and by whom.
 - 3. Time record, summary of hours work and hourly rates paid.
 - 4. Receipts and invoices for:
 - a. Equipment used, listing dates and time of use.
 - b. Products used, listing of quantities.
 - c. Subcontracts.

1.06 PREPARATION OF CHANGE ORDERS

- A. Engineer will prepare each Change Order.
- B. Change Order will describe changes in the Contract Work, both additions and deletions, with attachments as necessary to define details of the change.
- C. Change Order will provide an accounting of the adjustment in the Contract Sum and in the contract time.

1.07 LUMP SUM/FIXED PRICE CHANGE ORDER

- A. Owner/Engineer initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by the Contractor, or requests from the Owner, or both.
- B. Once the form has been completed, all copies should be sent to Contractor for approval. After approval by Contractor, all copies should be sent to Owner for approval. The Owner will distribute executed copies after approval by the CDD Board.

1.08 UNIT PRICE CHANGE ORDER

- A. Contents of Change Orders will be based on, either:
 - 1. Owner's definition of the scope of the required changes.
 - 2. Contractor's Proposal for a change, as approved by the Owner.
 - 3. Survey of completed work.
- B. The amounts of the unit prices to be:
 - 1. Those stated in the Agreement.
 - 2. Those mutually agreed upon between Owner and Contractor.

1.09 TIME AND MATERIAL/FORCE ACCOUNT CHANGE ORDER/CONSTRUCTION CHANGE AUTHORIZATION

- A. At completion of the change, Contractor shall submit itemized accounting and supporting data as provided in the Article "Documentation of Proposals and Claims" of this Section.
- B. Engineer will determine the allowable cost of such work in his reasonable discretion.
- C. Engineer will sign and date the Change Order to establish the change in Contract Sum and in contract time.
- D. Owner and Contractor will sign and date the Change Order to indicate their agreement therewith.

1.10 CORRELATION WITH CONTRACTOR'S SUBMITTALS

- A. Periodically revise bonds to comport with new contract sum.
- B. Periodically revise the construction schedule to reflect each change in contract time. Revise sub schedules to show changes for other items of work affected by the changes.
- C. Upon completion of work under a Change Order, enter pertinent changes in any submittals.

END OF SECTION

CONSTRUCTION SCHEDULE & PROJECT RESTRAINTS

1.01 GENERAL

- A. Construction under this contract must be coordinated with the Owner and accomplished in a logical order to maintain utilization and flow through existing facilities and public properties and rights-of-way and to allow construction to be completed within the time allowed and in the manner set forth in the Contract.

1.02 CONSTRUCTION SCHEDULING GENERAL PROVISIONS

- A. No work shall be done between 7:00 p.m. and 7:00 a.m. nor on weekends or legal holidays without written permission of the Owner. However, emergency work may be done without prior permission.
- B. The Contractor shall designate an authorized representative of his firm who shall be responsible for development and maintenance of the schedule and of progress and payment reports. This representative of the Contractor shall have direct project control and complete authority to act on behalf of the Contractor in fulfilling the commitments of the Contractor's schedule.

END OF SECTION

TEMPORARY AND PERMANENT UTILITIES

1.01 REQUIREMENTS INCLUDED

The Contractor shall be responsible for furnishing all requisite temporary utilities, i.e., power, water, sanitation, etc. The Contractor shall obtain and pay for all permits required as well as pay for all temporary usages. The Contractor shall remove all temporary facilities upon completion of work.

1.02 REQUIREMENTS OF REGULATORY AGENCIES

- A. Comply with National Electric Code.
- B. Comply with Federal, State and Local codes and regulations and with utility company requirements.
- C. Comply with County Health Department regulations.

2.01 MATERIALS, GENERAL

Materials for temporary utilities may be "used". Materials for electrical utilities shall be adequate in capacity for the required usage, shall not create unsafe conditions and shall not violate requirements of applicable codes and standards.

2.02 TEMPORARY ELECTRICITY AND LIGHTING

Arrange with the applicable utility company for temporary power supply. Provide service required for temporary power and lighting and pay all costs for permits, service and for power used.

2.03 TEMPORARY WATER

- A. The Contractor shall arrange with Manatee County Utilities Customer Service office to provide water for construction purposes, i.e., meter, pay all costs for installation, maintenance and removal, and service charges for water used.
- B. The Contractor shall protect piping and fitting against freezing.

2.04 TEMPORARY SANITARY FACILITIES

- A. The Contractor shall provide sanitary facilities in compliance with all laws and regulations.
- B. The Contractor shall service, clean and maintain facilities and enclosures.

3.01 GENERAL

- A. The Contractor shall maintain and operate systems to assure continuous service.
- B. The Contractor shall modify and extend systems as work progress requires.

3.02 REMOVAL

- A. The Contractor shall completely remove temporary materials and equipment when their use is no longer required.
- B. The Contractor shall clean and repair damage caused by temporary installations or use of temporary facilities.

END OF SECTION

PAVEMENT REPAIR AND RESTORATION

PART 1 GENERAL

1.01 SCOPE OF WORK

The Contractor shall furnish all labor, materials, equipment, obtain County or State right-of-way permits and incidentals required and remove and replace pavements over trenches excavated for installation of water or sewer lines and appurtenances as shown on the Contract Drawings.

1.02 GENERAL

- A. The Contractor shall take before and after photographs.
- B. The Contractor shall repair in a manner satisfactory to the County or State, all damage done to existing structures, pavement, driveways, paved areas, curbs and gutters, sidewalks, shrubbery, grass, trees, utility poles, utility pipe lines, conduits, drains, catch basin, flagstones, or stabilized areas or driveways and including all obstructions not specifically named herein, which results from this Project.
- C. The Contractor shall keep the surface of the backfilled area of excavation in a safe traffic bearing condition and firm and level with the remaining pavement until the pavement is restored in the manner specified herein. All surface irregularities that are dangerous or obstructive to traffic are to be removed. The repair shall conform to applicable requirements of Manatee County Transportation Department requirements for pavement repair and as described herein, including all base, subbase and asphalt replacement.
- D. All materials and workmanship shall meet or exceed the County requirements and as called for in the Contract Documents and nothing herein shall be construed as to relieve the Contractor from this responsibility.
- E. All street, road and highway repair shall be made in accordance with the FDOT and County details indicated on the Drawings and in accordance with the applicable requirements and approval of affected County and State agencies.

PART 2 PRODUCTS

2.01 PAVEMENT SECTION

- A. Asphaltic concrete shall consist of asphalt cement, coarse aggregate, fine aggregate and mineral filler conforming to FDOT Type S-III Asphalt. Pavement replacement thickness shall match that removed but in no case shall be less than 1-1/2" compacted thickness. All asphalt concrete pavement shall be furnished, installed and tested in accordance with FDOT Specifications for Road and Bridge Construction.
- B. Asphalt or crushed concrete or approved equal base material shall be furnished and installed under all pavement sections restored under this Contract. Asphalt base shall have a minimum 6" compacted thickness, meet requirements for FDOT ABC III (Minimum Marshall Stability of 1000) and be furnished, installed and tested in accordance with the requirements of the FDOT Standards. Crushed concrete base shall be 10" minimum compacted thickness. Crushed concrete aggregate material shall have a minimum LBR of

140 compacted to 99% T-180 AASHTO density. Asphalt base and crushed concrete base are acceptable. Other bases shall be submitted for approval.

- C. Prime and tack will be required and applied in accordance with Section 300 - FDOT Specifications: Prime and Tack Coat for Base Courses.

PART 3 EXECUTION

3.01 CUTTING PAVEMENT

- A. The Contractor shall saw cut in straight lines and remove pavement as necessary to install the new pipelines and appurtenances and for making connections to existing pipelines.
- B. Prior to pavement removal, the Contractor shall mark the pavement for cuts nearly paralleling pipe lines and existing street lines. Asphalt pavement shall be cut along the markings with a rotary saw or other suitable tool. Concrete pavement shall be scored to a depth of approximately two (2) inches below the surface of the concrete along the marked cuts. Scoring shall be done by use of a rotary saw, after which the pavement may be broken below the scoring with a jackhammer or other suitable equipment.
- C. The Contractor shall not machine pull the pavement until it is completely broken and separated along the marked cuts.
- D. The pavement adjacent to pipe line trenches shall neither be disturbed or damaged. If the adjacent pavement is disturbed or damaged, irrespective of cause, the Contractor shall remove and replace the pavement. In addition, the base and sub-base shall be restored in accordance with these Specifications, Florida Dept. of Transportation Standard Specifications and as directed by the Engineer.

3.02 PAVEMENT REPAIR AND REPLACEMENT

- A. The Contractor shall repair, to meet or exceed original surface material, all existing concrete or asphaltic pavement, driveways, or sidewalks cut or damaged by construction under this Contract. He shall match the original grade unless otherwise specified or shown on the Drawings. Materials and construction procedures for base course and pavement repair shall conform to those of the Florida Dept. of Transportation.
- B. The Contractor's repair shall include the preparation of the subbase and base, place and maintain the roadway surface, any special requirements whether specifically called for or implied and all work necessary for a satisfactory completion of this work. Stabilized roads and drives shall be finished to match the existing grade. Dirt roads and drives shall have the required depth of backfill material as shown on the Contract Drawings.
- C. The width of all asphaltic concrete repairs shall extend the full width and length of the excavation or to the limits of any damaged section. The edge of the pavement to be left in place shall be cut to a true edge with a saw or other approved method so as to provide a clean edge to abut the repair. The line of the repair shall be reasonably uniform with no unnecessary irregularities.

3.03 MISCELLANEOUS RESTORATION

Sidewalks or driveways cut or damaged by construction shall be restored in full sections or blocks to a minimum thickness of four inches. Concrete curb or curb and gutter shall be restored to the existing height and cross section in full sections or lengths between joints. RCP pipe shall be repaired or installed in accordance with manufacturer's specifications. Grassed yards, shoulders and parkways shall be restored to match the existing sections with grass sod of a type matching the existing grass.

3.04 SPECIAL REQUIREMENTS

The restoration of all surfaces, as described herein, disturbed by the installation of pipelines shall be completed as soon as is reasonable and practical. The complete and final restoration of both paved and shell stabilized roads within a reasonable time frame is of paramount importance. To this end, the Contractor shall, as part of his work schedule, complete the restoration of any area of road within five weeks after removing the original surface. Successful leak testing shall be performed prior to restoring any area of road. All restoration and replacement or repairs are the responsibility of the Contractor.

3.05 CLEANUP

After all repair and restoration or paving has been completed, all excess asphalt, dirt and other debris shall be removed from the roadways. All existing storm sewers and inlets shall be checked and cleaned of any construction debris.

3.06 MAINTENANCE OR REPAIR

All wearing surfaces shall be maintained by the Contractor in good order suitable for traffic prior to completion and acceptance of the work.

END OF SECTION

MISCELLANEOUS WORK AND CLEANUP

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. This Section includes items and operations which are not specified in detail as separate items, but may be sufficiently described as to the kind and extent of work involved. The Contractor shall furnish all labor, materials, equipment and incidentals necessary to complete all work under this Section.
- B. The work of this Section may include, but is not limited to the following:
1. Restoration of roads, sidewalks, driveways, curbing and gutters, fences, guardrails, lawns, shrubbery and any other existing items damaged or destroyed.
 2. Crossing utilities.
 3. Relocation of existing water, reclaim water, or sewer lines less than four inches diameter, water and sanitary sewer services, low pressure gas lines, telephone lines, electric lines, cable TV lines as shown on the Contract Drawings.
 4. Restoring easements (servitudes) and rights-of-way.
 5. Clean up.
 6. Incidental work (project photographs, testing, shop drawings, traffic control, record drawings, etc.).
 7. Excavation and Embankment - As defined in the Florida Department of Transportation Standard Specifications for Road and Bridge Construction (1991 Edition or latest revision).
 8. Stormwater and erosion control devices.

1.02 SUBMITTAL OF LUMP SUM BREAKDOWN

Contractor shall submit to the Owner/Engineer, a breakdown of the lump sum bid for Miscellaneous Work and Cleanup Item in the Proposal within 10 days after date of Notice to Proceed.

1.03 WORK SPECIFIED UNDER OTHER SECTIONS

All work shall be completed in a workmanlike manner by competent workmen in full compliance with all applicable sections of the Contract Documents.

PART 2 PRODUCTS

2.01 MATERIALS

Materials required for this Section shall equal or exceed materials that are to be restored. The Contractor may remove and replace or reuse existing materials with the exception of paving.

PART 3 EXECUTION

3.01 RESTORING OF SIDEWALKS, ROADS, CURBING, FENCES AND GUARDRAILS

- A. The Contractor shall protect existing sidewalks & curbing. If necessary, sidewalks &

curbing shall be removed from joint to joint and replaced after backfilling. Curbing damaged during construction because of the Contractor's negligence or convenience, shall be replaced with sidewalks & curbing of equal quality and dimension at no cost to the Owner.

- B. At the locations necessary for the Contractor to remove, store and replace existing fences and guardrails during construction, the sections removed shall be only at the direction of the Engineer. If any section of fence is damaged due to the Contractor's negligence, it shall be replaced at no cost to the Owner with fencing equal to or better than that damaged and the work shall be satisfactory to the Engineer.
- C. Guardrails in the vicinity of the work shall be protected from damage by the Contractor. Damaged guardrails shall be replaced in a condition equal to those existing
- D. Road crossings shall be restored in accordance with the Contract Documents and current FDOT Standards. Compensation for road restoration shall be included under the Road Restoration Bid Item if specified or under Miscellaneous Cleanup if it is not specified.

3.02 CROSSING UTILITIES

This item shall include any extra work required in crossing culverts, water courses, drains, water mains and other utilities, including all sheeting and bracing, extra excavation and backfill, or any other work required or implied for the proposed crossing, whether or not shown on the Drawings.

3.03 RELOCATIONS OF EXISTING GAS LINES, TELEPHONE LINES, ELECTRIC LINES AND CABLE TV LINES

The Contractor shall notify the proper utility involved when relocation of these utility lines is required. The Contractor shall coordinate all relocation work by the utility so that construction shall not be hindered.

3.04 RESTORING THE EASEMENTS AND RIGHTS-OF-WAY

The Contractor shall be responsible for all damage to private property due to his operations. He shall protect from injury all walls, fences, cultivated shrubbery, pavement, underground facilities, including water, sewer and reclaimed water lines and services, or other utilities which may be encountered along the easement. If removal and replacement is required, it shall be done in a workmanlike manner, at his expense, so that the replacement are equivalent to that which existed prior to construction.

3.05 STORMWATER AND EROSION CONTROL DEVICES

The Contractor shall be responsible for, provide, and install all stormwater and erosion control devices necessary to insure satisfactory compliance with the Florida Department of Environmental Protection Stormwater, Erosion, and Sedimentation Control Inspector's Manual.

END OF SECTION

CONCRETE REINFORCEMENT

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Reinforcing steel bars and welded steel wire fabric for cast-in-place concrete, complete with tie wire.
- B. Support chairs, bolsters, bar supports and spacers, for reinforcing.

1.02 QUALITY ASSURANCE

Perform concrete reinforcing work in accordance with ACI 318 unless specified otherwise in this Section.

1.03 REFERENCES

- A. ACI 318 - Building Code Requirements for Reinforced Concrete.
- B. ASTM A185 - Welded Steel Wire Fabric for Concrete Reinforcement.
- C. ASTM A615 - Deformed and Plain Billet Steel Bars for Concrete Reinforcement.
- D. CRSI 63 - Recommended practice for placing reinforcing bars.
- E. CRSI 65 - Recommended practice for placing bar supports, specifications and nomenclature.
- F. ACI 315 - American Concrete Institute - Manual of Standard Practice.

1.04 SHOP DRAWINGS

- A. Submit shop drawings in accordance with Contract Documents.
- B. Indicate bar sizes, spacings, locations and quantities of reinforcing steel and wire fabric, bending and cutting schedules and supporting and spacing devices.
- C. Manufacturer's Literature: Manufacturer's specifications and installation instructions for splice devices.

PART 2 PRODUCTS

2.01 REINFORCING

- A. Reinforcing steel: Grade 60, Minimum Yield Strength 60,000 psi, deformed billet steel bars, ASTM A615; plain finish.
- B. Welded steel wire fabric: Deformed wire, ASTM A497; smooth wire ASTM A185 in flat sheets; plain finish.

2.02 ACCESSORY MATERIALS

- A. Tie wire: Minimum 16 gauge annealed type, or patented system accepted by Engineer.
- B. Chairs, bolsters, bar supports, spacers: Sized and shaped for strength and support of reinforcing during construction conditions.
- C. Special chairs, bolsters, bar supports, spacers (where adjacent to architectural concrete surfaces): Stainless steel type sized and shaped as required.

2.03 FABRICATION

- A. Fabricate concrete reinforcing in accordance with ACI 315.
- B. Locate reinforcing splices, not indicated on Drawings, at points of minimum stress. Location of splices shall be reviewed by Engineer.
- C. Where indicated, weld reinforcing bars in accordance with AWS D12.1.

PART 3 EXECUTION

3.01 PLACEMENT

- A. Reinforcing shall be supported and secured against displacement. Do not deviate from true alignment.
- B. Before placing concrete, ensure reinforcing is clean, free of loose scale, dirt, or other foreign coatings which would reduce bond to concrete.

3.02 QUALITY ASSURANCE

- A. Acceptable Manufacturers: Regularly engaged in manufacture of steel bar and welded wire fabric reinforcing.
- B. Installer Qualifications: Three years experience in installation of steel bar and welded wire fabric reinforcing.
- C. Allowable Tolerances:
 - 1. Fabrication:
 - a. Sheared length: +1 in.
 - b. Depth of truss bars: +0, -1/2 in.
 - c. Stirrups, ties and spirals: $\pm 1/4$ in.
 - d. All other bends: ± 1 in.
 - 2. Placement:
 - a. Concrete cover to form surfaces: $\pm 1/4$ in.
 - b. Minimum spacing between bars: 1 in.
 - c. Top bars in slabs and beams:
 - (1) Members 8 in. deep or less: $\pm 1/4$ in.
 - (2) Members more than 8 in.: $\pm 1/2$ in.
 - d. Crosswise of members: Spaced evenly within 2 in. of stated separation.
 - e. Lengthwise of members: Plus or minus 2 in.

3. Maximum bar movement to avoid interference with other reinforcing steel, conduits, or embedded items: 1 bar diameter.

3.04 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver reinforcement to project site in bundles marked with metal tags indicating bar size and length.
- B. Handle and store materials to prevent contamination.

3.05 INSTALLATION

- A. Placement:
 1. Bar Supports: CRSI 65.
 2. Reinforcing Bars: CRSI 63.
- B. Steel Adjustment:
 1. Move within allowable tolerances to avoid interference with other reinforcing steel, conduits, or embedded items.
 2. Do not move bars beyond allowable tolerances without concurrence of Engineer.
 3. Do not heat, bend, or cut bars without concurrence of Engineer.
- C. Splices:
 1. Lap splices: Tie securely with wire to prevent displacement of splices during placement of concrete.
 2. Splice devices: Install in accordance with manufacturer's written instructions.
 3. Do not splice bars without concurrency of Engineer, except at locations shown on Drawings.
- D. Wire Fabric:
 1. Install in longest practicable length.
 2. Lap adjoining pieces one full mesh minimum, and lay splices with 16 gauge wire.
 3. Do not make end laps midway between supporting beams, or directly over beams of continuous structures.
 4. Offset end laps in adjacent widths to prevent continuous laps.
- E. Cleaning: Remove dirt, grease, oil, loose mill scale, excessive rust, and foreign matter that will reduce bond with concrete.
- F. Protection During Concreting: Keep reinforcing steel in proper position during concrete placement.

END OF SECTION

CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.01 WORK INCLUDED

Poured-in-place concrete slabs, thrust blocks, pile caps and pipe support cradles.

1.02 QUALITY ASSURANCE

Perform cast-in-place concrete work in accordance with ACI 318, unless specified otherwise in this Section.

1.03 TESTING LABORATORY SERVICES

- A. Inspection and testing will be performed by the testing laboratory currently under contract to Manatee County in accordance with the Contract Documents.
- B. Provide free access to work and cooperate with appointed firm.
- C. Submit proposed mix design of each class of concrete to inspection and testing firm for review prior to commencement of work.
- D. Tests of cement and aggregates may be performed to ensure conformance with requirements stated herein.
- E. Three concrete test cylinders will be taken for every 100 cu. yds. or part thereof of each class of concrete placed each day. Smaller pours shall have cylinders taken as directed by the Engineer.
- F. One slump test will be taken for each set of test cylinders taken.

1.04 REFERENCES

- A. ASTM C33 - Concrete Aggregates
- B. ASTM C150 - Portland Cement
- C. ACI 318 - Building Code Requirements for Reinforced Concrete
- D. ASTM C260 - Air Entraining Admixtures for Concrete
- E. ASTM C94 - Ready-Mixed Concrete
- F. ACI 304 - Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete
- G. ACI 305 - Recommended Practice for Hot Weather Concreting

PART 2 PRODUCTS

2.01 CONCRETE MATERIALS

- A. Cement: Moderate-Type II, High early strength-Type III, Portland type, ASTM C150.
- B. Fine and Coarse Aggregates: ASTM C33.
- C. Water: Clean and free from injurious amounts of oil, alkali, organic matter, or other deleterious material.

2.02 ADMIXTURES

- A. Air Entrainment: ASTM C260.
- B. Chemical: ASTM C494 Type A - water reducing admixture.

2.03 ACCEPTABLE MANUFACTURERS

Acceptable Products:

- 1. Pozzolith
- 2. WRDA

2.04 ACCESSORIES

Non-shrink grout: Premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents; capable of developing minimum compressive strength of 2400 psi in 2 days and 7000 psi in 28 days.

2.05 CONCRETE MIXES

- A. Mix concrete in accordance with ASTM C94.
- B. Provide concrete of following strength:
 - 1. Required concrete strengths as determined by 28 day cylinders shall be as shown on the Drawings, but shall not be less than 3000 psi.
 - 2. Select proportions for normal weight concrete in accordance with ACI 301 3.8 Method 1, Method 2, or Method 3. Add air entraining agent to concrete to entrain air as indicated in ACI 301 Table 3.4.1.
 - 3. All mixes shall be in accordance with FDOT Specifications.
- C. Use set-retarding admixtures during hot weather only when accepted by Engineer.
- D. Add air entraining agent to concrete mix for concrete work exposed to exterior.

2.06 FORMS

- A. Forms shall be used for all concrete masonry, including footings. Form shall be so

constructed and placed that the resulting concrete will be of the shape, lines, dimensions, appearance and to the elevations indicated on the Drawings.

- B. Forms shall be made of wood, metal, or other approved material. Wood forms shall be constructed of sound lumber or plywood of suitable dimensions, free from knotholes and loose knots; where used for expose surfaces, boards shall be dressed and matched. Plywood shall be sanded smooth and fitted with tight joints between panels. Metal forms shall be of an approved type for the class of work involved and of the thickness and design required for rigid construction.
- C. Edges of all form panels in contact with concrete shall be flush within 1/32-inch and forms for plane surfaces shall be such that the concrete will be plane within 1/16-inch in four feet. Forms shall be tight to prevent the passage of mortar and water and grout.
- D. Forms for walls shall have removable panels at the bottom for cleaning, inspection and scrubbing-in of bonding paste. Forms for walls of considerable height shall be arranged with tremies and hoppers for placing concrete in a manner that will prevent segregation and accumulation of hardened concrete on the forms or reinforcement above the fresh concrete.
- E. Molding or bevels shall be placed to produce a 3/4-inch chamfer on all exposed projecting corners, unless otherwise shown on the Drawings. Similar chamfer strips shall be provided at horizontal and vertical extremities of all wall placements to produce "clean" separation between successive placements as called for on the Plans.
- F. Forms shall be sufficiently rigid to withstand vibration, to prevent displacement or sagging between supports and constructed so the concrete will not be damaged by their removal. The Contractor shall be entirely responsible for their adequacy.
- G. Forms, including new pre-oiled forms, shall be oiled before reinforcement is placed, with an approved nonstaining oil or liquid form coating having a non-paraffin base.
- H. Before form material is re-used, all surfaces in contact with concrete shall be thoroughly cleaned, all damaged places repaired, all projecting nails withdrawn, all protrusions smoothed and in the case of wood forms pre-oiled.
- I. Form ties encased in concrete shall be designed so that after removal of the projecting part, no metal shall be within 1-inch of the face of the concrete. That part of the tie to be removed shall be at least 1/2-inch diameter or be provided with a wood or metal cone at least 1/2-inch in diameter and 1-inch long. Form ties in concrete exposed to view shall be the cone-washer type equal to the Richmond "Tyscru". Throughbolts or common wire shall not be used for form ties.

PART 3 EXECUTION

3.01 PLACING CONCRETE

- A. Place concrete in accordance with ACI 304.
- B. Notify Engineer minimum 24 hours prior to commencement of concreting operations.
- C. Verify anchors, seats, plates and other items to be cast into concrete are placed, held

securely and will not cause hardship in placing concrete. Rectify same and proceed with work.

- D. Maintain records of poured concrete items. Record date, location of pour, quantity, air temperature and test samples taken.
- E. Ensure reinforcement, inserts, embedded parts, formed expansion and contraction joints are not disturbed during concrete placement.
- F. Prepare previously placed concrete by cleaning with steel brush and applying bonding agent. Apply bonding agent in accordance with manufacturer's recommendations.
- G. Pour concrete continuously between predetermined construction and control joints. Do not break or interrupt successive pours such that cold joints occur.
- H. In locations where new concrete is dowelled to existing work, drill holes in existing concrete, insert steel dowels and pack solidly with non-shrink grout.
- I. Excessive honeycomb or embedded debris in concrete is not acceptable. Notify Engineer upon discovery.
- J. Conform to ACI 305 when concreting during hot weather.

3.02 SCREEDING

Screed surfaces level, maintaining flatness within a maximum deviation of 1/8" in 10 feet.

3.03 PATCHING

Allow Engineer to inspect concrete surfaces immediately upon removal of forms. Patch imperfections as directed. All patching procedures shall be submitted to and approved by the Engineer prior to use.

3.04 DEFECTIVE CONCRETE

- A. Modify or replace concrete not conforming to required lines, details and elevations.
- B. Repair or replace concrete not properly placed resulting in excessive honeycomb and other defects. Do not patch, fill, touch-up, repair, or replace exposed architectural concrete except upon express direction of Engineer for each individual area.

3.05 CONCRETE FINISHING

Provide concrete surfaces to be left exposed, columns, beams and joists with smooth rubbed finish.

3.06 CURING AND PROTECTION

Beginning immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures and mechanical injury. Maintain concrete with minimal moisture loss at relatively constant temperature for a period of 7 days or until concrete strengths reaches 75% of the 28 day design strength.

Protection against moisture loss may be obtained with spray on curing compounds or plastic sheets. Protection against heat or cold may be obtained with insulated curing blankets or forms.

3.07 CONCRETE DRIVEWAY RESTORATION

Concrete driveways shall be restored with 6 inches of 3,000 psi concrete with W2.5 X W2.5, 6X6 wire mesh. Place ½ inch expansion joint between back of curb and new concrete. Area beneath restoration shall be mechanically tamped prior to placing concrete.

3.08 CONCRETE SIDEWALK RESTORATION

Concrete sidewalks across driveways shall be restored with 6 inches of 3,000 psi concrete with W2.5 X W2.5, 6X6 wire mesh. Place ½ inch expansion joint between back of curb and new concrete. Area beneath restoration shall be mechanically tamped prior to placing concrete.

Concrete sidewalks outside of driveways shall be restored with 4 inches of 3,000 psi concrete per FDOT Design Standards, Sections 522 & 310

END OF SECTION

CONCRETE FINISHES

PART 1 GENERAL

1.01 SCOPE OF WORK

Furnish all labor, materials, equipment and incidentals required to finish cast-in-place concrete surfaces as specified herein.

1.02 SUBMITTALS

Submit to the Engineer as provided in the Contract Documents, the proposed chemical hardener manufacturer's surface preparation and application procedures.

1.03 SCHEDULE OF FINISHES

- A. Concrete for the Project shall be finished in the various specified manners either to remain as natural concrete or to receive an additional applied finish or material under another Section.
- B. The base concrete for the following conditions shall be finished as noted and as further specified herein:
 - 1. Exterior, exposed concrete slabs and stairs - broomed finish.
 - 2. Interior, exposed concrete slabs - steel trowel finish.
 - 3. Concrete on which process liquids flow or in contact with sludge - steel trowel finish.
 - 4. Concrete where not exposed in the finished work and not scheduled to receive an additional applied finish or material - off-form finish.
 - 5. Provide concrete surfaces to be left exposed such as walls, columns, beams and joists with smooth rubbed finish.

1.04 RESPONSIBILITY FOR CHANGING FINISHES

- A. The surface finishes specified for concrete to receive additional applied finishes or materials are the finishes required for the proper application of the actual products specified under other Sections. Where different products are approved for use, it shall be the Contractor's responsibility to determine if changes in finishes are required and to provide the proper finishes to receive these products.
- B. Changes in finishes made to accommodate product different from those specified shall be performed at no additional cost to the Owner. Submit the proposed new finishes and their construction methods to the Engineer for approval.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Portland cement and component materials required for finishing the concrete surfaces shall be as specified in the Contract Documents.
- B. Hardener shall be Lapidolith as manufactured by Sonneborn Building Products or

approved equal. Hardener shall be used on all floors, stair treads and platforms.

PART 3 EXECUTION

3.01 FORMED SURFACES

- A. Forms shall not be stripped before the concrete has attained a strength of at least 50 percent of the ultimate design strength. This is equivalent to approximately five "100 day-degrees" of moist curing.
- B. Care shall be exercised to prevent damaging edges or obliterating the lines of chamfers, rustications, or corners when removing the forms or doing any work adjacent thereto.
- C. Clean all exposed concrete surfaces and adjoining work stained by leakage of concrete, to the satisfaction of the Engineer.
- D. Off-form finish. Fins and other projections shall be removed as approved. Tie cone holes and other minor defects shall be filled with non-shrink grout specified under the Contract Documents.

3.02 FLOORS AND SLABS

- A. Floors and slabs shall be screeded to the established grades and shall be level with a tolerance of 1/8-inch when checked with a 10 foot straight edge, except where drains occur, in which case floors shall be pitched to drains as indicated. Failure to meet either of above shall be cause for removal, grinding, or other correction as approved by the Engineer.
- B. Following screeding as specified above, power steel trowel as follows:
 - 1. Immediately after final screeding, a dry cement/sand shake in the proportion of 2-sacks of portland cement to 350-pounds of coarse natural concrete sand shall be sprinkled evenly over the surface at the rate of approximately 500 pounds per 1,000 square feet of floor. Neat, dry cement shall not be sprinkled on the surface. This shake shall be thoroughly floated into the surface with an approved disc type power compacting machine weighing at least 200 pounds if a 20-inch disc is used or 300 pounds if a 24-inch disc is used (such as a "Kelly Float" as manufactured by the Weisner-Rapp Corporation of Buffalo, New York). A mechanical blade-type float or trowel is not acceptable for this work.
NOTE: This operation (application of the cement/sand shake) may be eliminated at the discretion of the Engineer if the base slab concrete exhibits adequate fattiness and homogeneity.
 - 2. In lieu of power steel troweling, small areas as defined by the Engineer shall be compacted by hand steel troweling with the dry cement/sand shake as ordered.
 - 3. The floor or slab shall be compacted to a smooth surface and the floating operation continued until sufficient mortar is brought to the surface to fill all voids. The surfaces shall be tested with a straight edge to detect high and low spots which shall be eliminated.
 - 4. Compaction shall be continued only until thorough densification is achieved and a small amount of mortar is brought to the surface. Excessive floating shall be avoided.

- C. After Paragraph 3.02 A and B procedures are accomplished, floors and slabs for particular conditions shall be completed as scheduled in one of the following finishes:
1. Wood float finish. Hand wood float, maintaining the surface tolerance to provide a grained, nonslip finish as approved.
 2. Broomed finish. Hand wood float maintaining the surface tolerance and then broom with a stiff bristle broom in the direction of drainage to provide a nonslip finish as approved.
 3. Steel trowel finish. Hand steel trowel to a perfectly smooth, hard even finish free from high or low spots or other defects as approved.
- D. Floors, stair treads and platforms shall be given a floor hardener. Application shall be according to manufacturer's instructions.

3.03

APPROVAL OF FINISHES

- A. All concrete surfaces will be inspected during the finishing process by the Engineer.
- B. Surfaces which, in the opinion of the Engineer, are unsatisfactory shall be refinished or reworked until approved by the Engineer.

END OF SECTION

Tab 4



Date: 3/3/2026
To: Harborage CDD
Tony Gipe
Subject: Hoover Maintenance Agreement, MA#8012
Contract Term: 12 months 6/1/2026 - 5/31/2027
Site IDs: #5074

Phone: 941-650-2780

The Hoover Maintenance Program includes 2 preventative maintenance site visits per year by a Hoover Certified Pump Technician. The following preventative maintenance will be furnished for each pump system as required:

- **Priority Scheduling** - When repair service is required, no standard diagnostic fee for evaluation will be charged - only time and materials will apply.
- **Pump Control Panel** - Test control logic, torque electrical connections to specification, treat components with anti-oxidant protective spray, test surge protection components, check HMI.
- **Variable Frequency Drive(s)** (if applicable) - Test and confirm proper operation. Change parameters if required.
- **Pump motor(s)** - Service bearings, check operation and current draw against specification, check motor connections.
- **Pump(s)** - Check condition of seal. Confirm flow and pressure performance.
- **Air Conditioner** (if applicable) - Check and confirm proper operation. Clean filter.
- **Control Valve** (if applicable) - Check pilots and service. Clean filter. Calibrate valve and replace worn diaphragm if required.
- **Flow Meter** (if applicable) - Test flow meter and pressure transducer for proper operation. Calibrate flow meter as required by Florida Water Management District upon client request.
- **Pressure Tank** (if applicable) - Check and adjust tank precharge pressure as required.
- **Suction Intake** (if applicable) - Evaluate intake performance and recommend screen cleaning as required.
- **Discharge Filter** (if applicable) - Check operation, clean command filters, and flush tubing.
- **Rain Bucket** (if applicable) - Check operation. Replace filter. Clean bucket.
- **UPS Battery** (if applicable) - Check condition.
- **RCS** (if applicable) - Check pilot operation and service. Replace worn diaphragm on shutoff valve if required
- **Level Transducer** (if applicable) - Check operation and reporting.
- **Tubing** - Flush tubing to hydraulic controls.
- **Gauges** - Replace as needed.
- **Fiberglass Enclosure** (if applicable) - Check lockable handle, hinges and opening mechanism.
- **Report** - To be submitted upon completion of service call with findings and recommendations.

The following items are excluded from the Hoover Maintenance Program:

- Suction intake cleaning or adjustments due to changing water levels
- Repairs due to failure of any electrical or mechanical components due to mistreatment of the system and other causes not covered by Hoover Pumping Systems warranty



Date: 3/3/2026
To: Harborage CDD
Tony Gipe
Subject: Hoover Maintenance Agreement, MA#8012
Contract Term: 12 months 6/1/2026 - 5/31/2027
Site IDs: #5074

Phone: 941-650-2780

- Repairs due to failures or recurring problems caused by poor water quality including chemical or biological fouling or field irrigation system problems
- Repairs due to vandalism, accidents, negligence or natural events including wind, flood, power surge and lightning
- Repairs due to operating the irrigation system in a manner that exceeds the limits of pump system design performance, or due to repeated rapid cycling of pump system due to irrigation system leaks.
- Disc-Filter cleaning not included

For Hoover Flowguard pump systems the Hoover Maintenance Program includes:

- **24/7 Control** and remote automatic monitoring of the irrigation and pump system
- **Automated system alerts** and warnings via e-mail, proactive system support, and up to 8 hours assistance from the Hoover Help Desk.
- **Broadband Internet Service Connection.**
- **Graphical web display** of Water Management system status, alarm enunciators, controls, history, trends, data logs, maintenance alerts, service counters, and configuration.
- **Unlimited Free webinars** to learn best practices for using Flowguard.
- **Water restriction controls** to prevent over/under watering, save energy and water consumption, and rapid cycling due to field issues.
- **Remote system Shut-down** and Reset features with shutoff valves.
- **Protection features** to indicate low pressure, high flow rate including automatic, adjustable shut down.
- **Printable water management usage reports** for graphing, events, usage, and configurations.

The following are the Flowguard Sites on this agreement

Site ID	Site Name	Model #
5074	Harbourage	HCF-25PDV-460/3-HMR3L-Z

Total Annual Price \$2,290.00

****Save Time and Costs** of additional service visits by pre-authorizing a Hoover tech to repair non-maintenance related, system performance, or safety-critical component problems while on site for maintenance. Please select ONE of two options:

- YES, I authorize Hoover to complete non-maintenance related repairs up to \$750.00 while on site during a Maintenance visit. *The Hoover Technician will call the on-site manager to discuss the repair prior to completing the work. For repairs exceeding \$750.00, approval will be obtained immediately or in advance.*
- NO, I want to approve each non-maintenance related repair. If an authorized manager is not available to provide immediate approval, an additional service visit will be scheduled after approval is obtained.

Terms: This agreement is automatically renewable for one year unless written notice is provided by either party 30 days prior to its expiration. We still require a signed copy for our records. Hoover Pumping systems Standard Terms and Conditions of Sales will apply. Hoover will use care, but is not responsible for the repair of hardscape, non-located customer owned utilities, or landscape damaged in the course of performing work and accessing work areas.

Accepted by:
Hoover Pumping Systems

Accepted by:
Harborage CDD



Signature/Date

Charles Gleason 3/3/2026

Name Printed

P.O. Number (if required)

Tab 5

Tab 6

Proposed Budget
Harbourage at Braden River Community Development District
 General Fund
 Fiscal Year 2026/2027

Comments

Chart of Accounts Classification		Actual YTD through 02/28/26	Projected Annual Totals 2025/2026	Annual Budget for 2025/2026	Projected Budget variance for 2025/2026	Budget for 2026/2027	Budget Increase (Decrease) vs 2025/2026
26	Accounting Services	\$ 7,728	\$ 18,547	\$ 18,548	\$ 1	\$ 19,383	\$ 835
27	Administrative Services	\$ 1,804	\$ 4,330	\$ 4,331	\$ 1	\$ 4,526	\$ 195
28	Assessment Roll	\$ 5,569	\$ 5,569	\$ 5,569	\$ -	\$ 5,569	\$ -
29	Auditing Services	\$ -	\$ -	\$ 4,000	\$ 4,000	\$ 4,000	\$ -
30	Bank Fees	\$ 357	\$ 857	\$ 150	\$ (707)	\$ 150	\$ -
31	District Engineer	\$ 2,335	\$ 5,604	\$ 10,000	\$ 4,396	\$ 10,000	\$ -
32	District Management	\$ 8,482	\$ 20,357	\$ 20,358	\$ 1	\$ 21,274	\$ 916
33	Dues, Licenses & Fees	\$ 175	\$ 175	\$ 175	\$ -	\$ 175	\$ -
34	Financial & Revenue Collections	\$ 1,671	\$ 4,010	\$ 4,010	\$ (0)	\$ 5,390	\$ 1,380
35	Legal Advertising	\$ 75	\$ 180	\$ 750	\$ 570	\$ 750	\$ -
36	Property Taxes	\$ 1,109	\$ 1,109	\$ 1,250	\$ 141	\$ 1,250	\$ -
37	Public Officials Liability Insurance	\$ 3,209	\$ 3,209	\$ 3,112	\$ (97)	\$ 3,530	\$ 418
38	Trustees Fees	\$ 5,325	\$ 5,325	\$ 5,500	\$ 175	\$ 5,500	\$ -
39	Website Hosting, Maintenance, Backup	\$ 2,087	\$ 2,738	\$ 2,738	\$ 0	\$ 2,738	\$ -
40	Legal Counsel						
41	District Counsel	\$ 3,722	\$ 8,933	\$ 13,000	\$ 4,067	\$ 13,000	\$ -
42							
43	Administrative Subtotal	\$ 48,248	\$ 91,982	\$ 105,491	\$ 13,509	\$ 109,235	\$ 3,744
44							
45	EXPENDITURES - FIELD OPERATIONS						
46							
47	Security Operations						
48	Guard & Gate Facility Maintenance	\$ 790	\$ 1,896	\$ 5,600	\$ 3,704	\$ 5,600	\$ -
49	Security Monitoring Services	\$ 45,590	\$ 109,416	\$ 40,000	\$ (69,416)	\$ 22,000	\$ (18,000)
50	Utility - Electricity - Entrance	\$ 365	\$ 876	\$ 1,000	\$ 124	\$ 1,000	\$ -

Estimate. Need an RFP or extend Grau
annual state filing fee
EGIS/FIA Estimate
Campus Suites \$1538 plus RTS \$1200
Maingate for equipment maint.
Universal Contract 26/27-1900 Virt Guard (8400) ; 850 monthly(10,200) and 300 quarter (1200)

Proposed Budget
Harbourage at Braden River Community Development District
Reserve Fund
Fiscal Year 2026/2027

Comments

	Chart of Accounts Classification	Actual YTD through 02/28/26	Projected Annual Totals 2025/2026	Annual Budget for 2025/2026	Projected Budget variance for 2025/2026	Budget for 2026/2027	Budget Increase (Decrease) vs 2025/2026
1							
2	ASSESSMENT REVENUES						
3							
4	<i>Special Assessments</i>						
5	Tax Roll	\$ -	\$ -	\$ 44,596	\$ (44,596)	\$ 44,596	\$ -
6							
7	Assessment Revenue Subtotal	\$ -	\$ -	\$ 44,596	\$ (44,596)	\$ 44,596	\$ -
8							
9	OTHER REVENUES						
10							
11	Balance Forward from Prior Year	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	Interest Earnings	\$ -	\$ -	\$ 20,000	\$ (20,000)	\$ 20,000	\$ -
13							
14	Other Revenue Subtotal	\$ -	\$ -	\$ 20,000	\$ (20,000)	\$ 20,000	\$ -
15							
16	TOTAL REVENUES	\$ -	\$ -	\$ 64,596	\$ (64,596)	\$ 64,596	\$ -
17							
18	EXPENDITURES						
19							
20	<i>Contingency</i>						
21	Capital Reserves	\$ -	\$ -	\$ 64,596	\$ 64,596	\$ 64,596	\$ -
22							

No changes

Reserve Study updated 2023

Proposed Budget
Harbourage at Braden River Community Development District
 Reserve Fund
 Fiscal Year 2026/2027

Comments

	Chart of Accounts Classification	Actual YTD through 02/28/26	Projected Annual Totals 2025/2026	Annual Budget for 2025/2026	Projected Budget variance for 2025/2026	Budget for 2026/2027	Budget Increase (Decrease) vs 2025/2026
23	TOTAL EXPENDITURES	\$ -	\$ -	\$ 64,596	\$ 64,596	\$ 64,596	\$ -
24							
25	EXCESS OF REVENUES OVER EXPENDITURES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
26							

Harbourage at Braden River Community Development District

Debt Service

Fiscal Year 2026/2027

Chart of Accounts Classification	Series 2014	Budget for 2026/2027
REVENUES		
Special Assessments		
Net Special Assessments ⁽¹⁾	\$179,772.98	\$179,772.98
TOTAL REVENUES	\$179,772.98	\$179,772.98
EXPENDITURES		
Administrative		
Debt Service Obligation	\$179,772.98	\$179,772.98
Administrative Subtotal	\$179,772.98	\$179,772.98
TOTAL EXPENDITURES	\$179,772.98	\$179,772.98
EXCESS OF REVENUES OVER EXPENDITURES	\$0.00	\$0.00

Manatee County Collection Costs (3%) and Early Payment Discounts (4%):

7.0%

GROSS ASSESSMENTS

\$193,304.28

Notes:

Tax Roll County Collection Costs and Early Payment Discount is 7.0% of Tax Roll.

⁽¹⁾ Maximum Annual Debt Service less prepaid assessments received.

HARBOURAGE AT BRADEN RIVER COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2026/2027 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

2026/2027 O&M Budget:		\$538,427.00	2025/2026 O&M Budget:	\$497,970.00
Collection Costs:	3%	\$17,368.61	2026/2027 O&M Budget:	\$538,427.00
Early Payment Discounts:	4%	\$23,158.15		
2026/2027 Total:		\$578,953.76	Total Difference:	\$40,457.00

Lot Size	Assessment Breakdown	Per Unit Annual Assessment Comparison		Proposed Increase / Decrease	
		2025/2026	2026/2027	\$	%
Townhome	Series 2014 Debt Service	\$871.18	\$871.18	\$0.00	0.00%
	Operations/Maintenance	\$2,298.08	\$2,484.79	\$186.71	8.12%
	Total	\$3,169.26	\$3,355.97	\$186.71	5.89%
Condo	Series 2014 Debt Service	\$967.97	\$967.97	\$0.00	0.00%
	Operations/Maintenance	\$2,298.08	\$2,484.79	\$186.71	8.12%
	Total	\$3,266.05	\$3,452.76	\$186.71	5.72%
SF Detached	Series 2014 Debt Service	\$1,064.77	\$1,064.77	\$0.00	0.00%
	Operations/Maintenance	\$2,298.08	\$2,484.79	\$186.71	8.12%
	Total	\$3,362.85	\$3,549.56	\$186.71	5.55%

HARBOURAGE AT BRADEN RIVER COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2026/2027 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

TOTAL O&M BUDGET		\$538,427.00
COLLECTION COSTS @	3%	\$17,368.61
EARLY PAYMENT DISCOUNT @	4%	\$23,158.15
TOTAL O&M ASSESSMENT		<u>\$578,953.76</u>

UNITS ASSESSED		
LOT SIZE	O&M	SERIES 2014 DEBT SERVICE ⁽¹⁾
Townhomes	87	77
Condo	96	82
SF Detached	50	44
	<u>233</u>	<u>203</u>

ALLOCATION OF O&M ASSESSMENT			
EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL O&M BUDGET
1.00	87.00	37.34%	\$216,175.87
1.00	96.00	41.20%	\$238,538.89
1.00	50.00	21.46%	\$124,239.01
	<u>233.00</u>	<u>100.00%</u>	<u>\$578,953.76</u>

PER LOT ANNUAL ASSESSMENT		
O&M	SERIES 2014 DEBT SERVICE ⁽²⁾	TOTAL ⁽³⁾
\$2,484.79	\$871.18	\$3,355.97
\$2,484.79	\$967.97	\$3,452.76
\$2,484.79	\$1,064.77	\$3,549.56

LESS: Manatee County Collection Costs (3%) and Early Payment Discounts (4%)

(\$40,526.76)

Net Revenue to be Collected:

\$538,427.00

⁽¹⁾ Reflects the number of total lots with Series 2014 debt outstanding. The Series 2003A bonds were refunded and defeased with the Series 2014 bonds.

⁽²⁾ Annual debt service assessment per lot adopted in connection with the Series 2014 bond issue. Annual assessment includes principal, interest, Manatee County collection costs and early payment discount costs.

⁽³⁾ Annual assessment that will appear on November 2026 Manatee County property tax bill. Amount shown includes all applicable county collection costs and early payment discounts (up to 4% if paid early).

Tab 7

RESOLUTION 2026-___

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARBOURAGE AT BRADEN RIVER COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED OPERATION AND MAINTENANCE BUDGET FOR FISCAL YEAR 2026/2027; SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING, AND PUBLICATION REQUIREMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of the Harbourage at Braden River Community Development District (“**District**”) prior to June 15, 2026, a proposed operation and maintenance budget for the fiscal year beginning October 1, 2026, and ending September 30, 2027 (“**Proposed Budget**”); and

WHEREAS, the Board has considered the Proposed Budget and desires to approve the Proposed Budget and set the required public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE DISTRICT:

- 1. Proposed Budget Approved.** The Proposed Budget, including any modifications made by the Board, attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.
- 2. Setting a Public Hearing.** The public hearing on said Proposed Budget is hereby declared and set for Monday August 10, 2026 at 12:30 p.m. at the Harbourage Recreation Center, 5705 Key West Place, Bradenton, Florida 34203.
- 3. Transmittal of Proposed Budget to Local General Purpose Government.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Manatee County at least 60 days prior to the hearing set above.
- 4. Posting of Proposed Budget.** In accordance with Section 189.016, Florida Statutes, the District’s Secretary is further directed to post the Proposed Budget on the District’s website at least 2 days before the budget hearing date and shall remain on the website for at least 45 days.
- 5. Publication of Notice.** Notice of this public hearing shall be published in the manner prescribed by Florida law.
- 6. Effective Date.** This Resolution shall take effect immediately upon adoption.

Passed and Adopted on May 11, 2026.

Attested By:

**Harbourage at Braden River
Community Development District**

Print Name: _____
Secretary/Assistant Secretary

Print Name: _____
Chair/Vice Chair of the Board of Supervisors

Exhibit A: Proposed Budget for Fiscal Year 2026/2027

Tab 8

Tab 9

HARBOURAGE AT BRADEN RIVER COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · TAMPA, FLORIDA · (813) 533-2950
MAILING ADDRESS - 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614
www.harbouragecdd.org

Operation and Maintenance Expenditures February 2026 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from February 1, 2026 through February 28, 2026. This does not include expenditures previously approved by the Board.

The total items being presented: **\$50,674.54**

Approval of Expenditures:

Maribel V. Magid_____

Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Harbourage at Braden River Community Development District

Paid Operation & Maintenance Expenditures

February 1, 2026 Through February 28, 2026

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Brenda L. Brandsma-Landers	202602226-3	BL020926	Board of Supervisors Meeting 02/09/2026	\$ 200.00
Clean Home Time	300322	111	Cleaning Services 02/26	\$ 99.00
COMCAST	202602224-1	8535 10 045 0006759-535 10 045 0006759 02/26 020126		\$ 465.59
COMCAST	20260211-1	8535 10 045 0011288-8535 10 045 0011288 02/26 011826		\$ 140.76
Florida Power & Light Company	20260225-1	1403495383-020426	5651 Key West PI Marina 01/25	\$ 42.39
Florida Power & Light Company	20260225-1	19971-10141-020426	5705 Key West PI # Fountain 02/26	\$ 451.82
Florida Power & Light Company	20260225-1	20077-10151-020426	5624 Duval St #IRR 02/26	\$ 30.80
Florida Power & Light Company	20260225-1	26506-57121-020426	5630 Whitehead St #IRR 02/26	\$ 30.89
Florida Power & Light Company	20260225-1	29316-45333-020426	5705 Key West PL # REC 02/26	\$ 1,006.81
Florida Power & Light Company	20260225-1	43460-49218-020426	5412 53rd Ave E # ENT LTS 02/26	\$ 31.09
Florida Power & Light Company	20260225-1	50311-56333-020426	5414 Harbourage Ave #Gate Hse 02/26	\$ 73.59
Florida Power & Light Company	20260225-1	72537-70148-020426	5705 Key West PI # IRR 02/26	\$ 636.53
Florida Power & Light Company	20260225-1	78984-82513-020426	5605 Southernmost Ln #IRR 02/26	\$ 30.89
Florida Power & Light Company	20260225-1	79846-64172-020426	5605 Southernmost Ln #IRR 02/26	\$ 31.85

Harbourage at Braden River Community Development District

Paid Operation & Maintenance Expenditures

February 1, 2026 Through February 28, 2026

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Florida Department of Revenue	20260218-1	286-02012026	Sales Tax 01/26	\$ 286.65
Frontier Communications of FL	20260217-1	94175314780930045-012226	941-753-1478-093004-5 01/26	\$ 301.25
Hawkins Service Company LLC	300318	357416688	HVAC Repair 01/26	\$ 89.00
MCUD	20260210-1	100123820-012226	5651 Key West PI (Docks) 01/26	\$ 31.42
MCUD	20260210-1	100184981-012226	5705 KEY WEST PL 01/26	\$ 230.98
MCUD	20260210-1	100185040-012226	5414 Harbourage Ave (Gate) 01/26	\$ 42.86
Michael J Monti	20260226-2	MM011226	Board of Supervisors Meeting 01/12/2026	\$ 200.00
Michael J Monti	20260226-2	MM020926	Board of Supervisors Meeting 02/09/2026	\$ 200.00
Perfect Finish Pressure Washing, LLC	300319	26-01	Pressure Washing Pool Deck/Bathrooms 01/26	\$ 1,500.00
Perfect Finish Pressure Washing, LLC	300319	26-02	Pressure Washing Curbs and Sidewalks 01/26	\$ 1,700.00
Perfect Finish Pressure Washing, LLC	300319	26-03	Road Striping 02/26	\$ 800.00
Pools by Lowell, Inc.	300320	208160488	Commercial Pool Service 12/25	\$ 590.00
Pools by Lowell, Inc.	300329	211051680	Commercial Pool Service 02/26	\$ 620.00
Pools by Lowell, Inc.	300329	211552087	Service Call for Pools Repair 02/26	\$ 212.63

Harbourage at Braden River Community Development District

Paid Operation & Maintenance Expenditures

February 1, 2026 Through February 28, 2026

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Pools by Lowell, Inc.	300329	211935953	Service Call for Spa heater display blank 02/26	\$ 213.21
Rizzetta & Company, Inc.	300315	INV0000106634	Accounting Services 02/26	\$ 4,047.26
Rizzetta & Company, Inc.	300314	INV0000106745	Personnel Reimbursement 01/26	\$ 1,789.29
Rizzetta & Company, Inc.	300316	INV0000106945	Cell Phone Jan Service 02/26	\$ 50.00
Rizzetta & Company, Inc.	300317	INV0000106969	Amenity Management & Overnight Personnel Reimbursement 02/26	\$ 2,506.32
Rizzetta & Company, Inc.	300323	INV0000107406	Personnel Reimbursement 02/26	\$ 1,540.14
Schappacher Engineering, LLC	300321	2997	Engineering Service 02/26	\$ 297.50
Solitude Lake Management, LLC	300330	PSI239967	Fountain Maintenance 02/26	\$ 783.34
Universal Access, LLC	300331	AAAI3094	Tekwave System installation 01/26	\$ 27,676.92
Valley National Bank	20260226-1	CC013126-286	Valley Credit Card 01/26	\$ 1,633.06

Harbourage at Braden River Community Development District

Paid Operation & Maintenance Expenditures

February 1, 2026 Through February 28, 2026

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Water Boy Inc.	300332	00586735	Quarterly Delivery Jan -Mar 12/25	\$ 9.00
Water Boy Inc.	300332	24204092	Water Delivery 12/25	\$ 25.85
Water Boy Inc.	300332	24206321	Water Delivery 01/26	\$ 25.85
Report Total				\$ 50,674.54