LAKELAND CRA
COMMUNITY REDEVELOPMENT AGENCY

AGENDA

Community Redevelopment Area Advisory Board

Thursday, December 2, 2021 | 3:00 PM – 5:00 PM
City Commission Conference Room, City Hall

A. Financial Update & Project Tracker*

B. Housekeeping

C. Action Items

i. Old Business
   i. Meeting Minutes November 4, 2021 (Pg. 5-6)

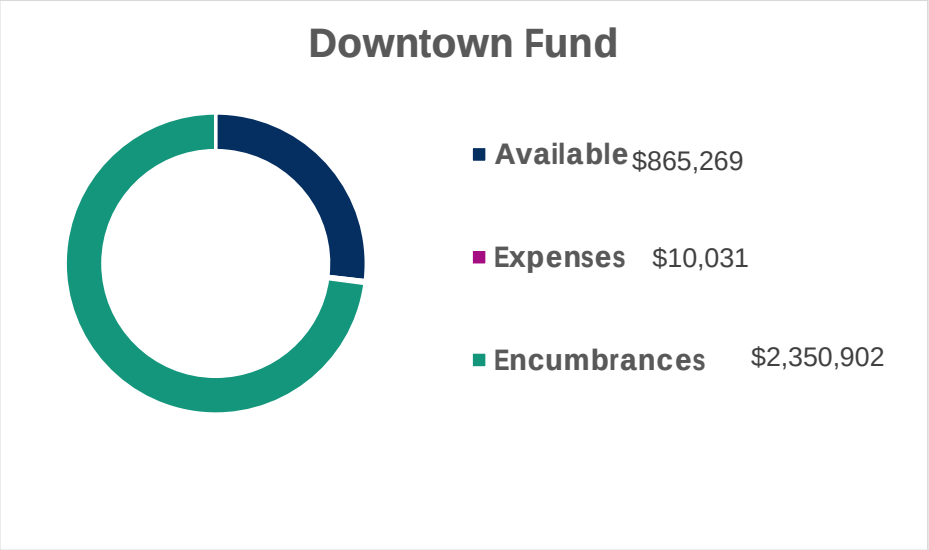
ii. New Business
   i. Mary's Bagel Café (Pg. 7-19)
   ii. The Vanguard Room (Pg. 20-29)
   iii. 238 N. Massachusetts Avenue Grant Request (Pg. 30-33)
   iv. Bid Number 1266 Contract Award (Pg. 34-47)
   v. 215 E. Parker Street Acquisition (Pg. 48-61)

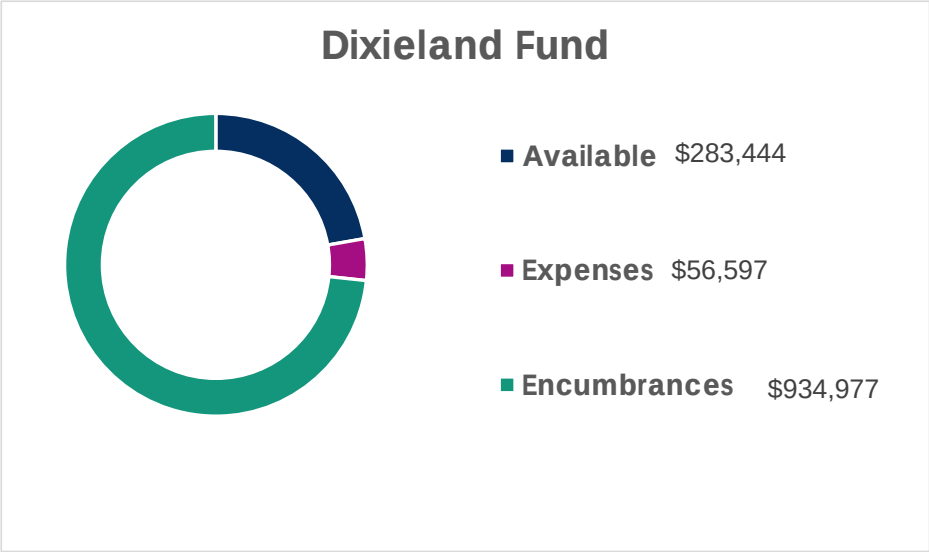
D. Discussion Items

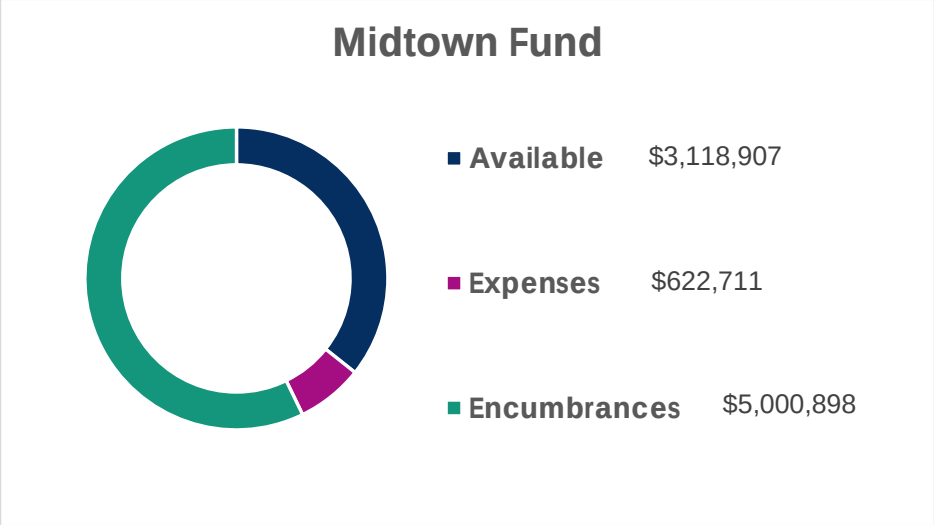
E. Adjourn

* For Information

NEXT REGULAR MEETING:
Thursday, January 6, 2022, 3:00 - 5:00 PM


Downtown Fund
Available $865,269
Expenses $10,031
Encumbrances $2,350,902


Dixieland Fund
Available $283,444
Expenses $56,597
Encumbrances $934,977


Midtown Fund
Available $3,118,907
Expenses $622,711
Encumbrances $5,000,898

LAKELAND CRA
COMMUNITY REDEVELOPMENT AGENCY

PROJECT PROGRESSION REPORT

STATUS KEY
RISKS / ROADBLOCKS
POTENTIAL RISKS
ON TRACK

Project	Status	Phase	Funding Allocated	Notes
114 E. Parker	ON TRACK	Vertical Construction	$1,300,000	Complete/Tenant Move In 12/1
Five Points Roundabout	ON TRACK	Construction	$500,000	Funding Increased for FY22 with Construction Scheduled to Commence Fall 2022
Robson Neighborhood Septic to Sewer	ON TRACK	Planning	$50,000	Underway
Mirrorton	ON TRACK	Construction	$970,000	Complete; Substation Screenwall RFP: Award of Contract Pending
N. Massachusetts Ave Development Agreement	ON TRACK	Agreement Pending	TBD	Developer Due Diligence; Contamination Monitoring Established
Providence Rd	ON TRACK	Construction	$1,000,000	Project Estimated at $7.1 million dollars; Programmed for FY 26-27
Central Avenue Pedestrian Improvements	ON TRACK	Preliminary	$102,500	Design; MOU In Place
N. Scott Avenue Sidewalk Improvement	ON TRACK	Preliminary	$191,000	FY2022; MOU In Place
Oak Street RFP	ON TRACK	Negotiation	TBD	Development Agreement Negotiations Underway
Emma Street Sidewalk Improvement	ON TRACK	Preliminary	$140,000	FY2023; MOU In Place

LAKELAND CRA
COMMUNITY REDEVELOPMENT AGENCY

PROGRAM PROGRESSION REPORT

STATUS KEY
RISKS / ROADBLOCKS
POTENTIAL RISKS
ON TRACK

Grants/Programs	Status	Active Awards	Notes
Alley Vacating	ON TRACK	1	Downtown to Facilitate 313 N. Mass Development
Affordable Housing Partnerships	ON TRACK	1	Twin Lakes Phase II
Design Assistance	ON TRACK	6	Dixieland Auto Parts; Quick Print Express; Labor Finders; Sanoba Law Firm; Farmer's Insurance; Richard Fox Plumbing;
Down Payment Assistance	ON TRACK	3	Underway
Façade and Site	ON TRACK	10	Reececliff Family Diner; Dixieland Auto Parts; Quick Print Express; Dixieland Mall; Labor Finders; Sanoba Law Firm; Biscuits & Benedicts; 360 Unlimited; Vanguard Room; Nyammin Kitchen & Grill
Fix-It Up	ON TRACK	5	Underway
Infill- New Construction	ON TRACK	4	4 CRA lots sold
Infill Adaptive Reuse	ON TRACK	8	Mary's Bagels; Farmer's Insurance; TR Hillsborough; Richard Fox Plumbing; Nathan's; Gore Building; Nyammin Kitchen & Grill ; Studio C
Dixieland Art Infusion	ON TRACK	17	Dixieland Import Auto Parts; Reececliff Family Diner; Lakeland Foot and Ankle; Stephen H. Artman; Low Country Vintage; Subs 'n Such; Waller Group; Bent's Schwinn Cycling & Fitness; Stationary Lofts; Agnes Bldg; South Florida Gun & Pawn; 360 Unlimited; Quick Print; Reflections of Excellence; Dixieland Mall; CMHM Architects; Sanoba Law Firm;
Downtown Second Floor Renovations	ON TRACK	2	Nathans; Gore Building
EDGE	ON TRACK	3	Nathan's; Studio C; Gore Building;
STEMM	ON TRACK	0	None

Community Redevelopment Area Advisory Board
Meeting Minutes
Thursday November 4, 2021
3:00 – 5:00 PM
City Commission Conference Room, City Hall

Attendance

Board Members:	Brandon Eady (Chair), Brian Goding (Vice Chair), Frank Lansford, Chrissanne Long, Teresa O'Brien and Terry Coney
Absent:	Brian Waller, Commissioner Chad McLeod, Harry Bryant and Tyler Zimmerman
Staff:	Alis Drumgo, Iyanna Jones, D'Ariel Reed and Carlos Turner
Guests:	Assistant City Attorney Jerrod Simpson, LPD Officer Schuttler and Brian Rewis

Packets

- Meeting Minutes dated September 2 , 2021
- Financial Update
- Project Progression Report
- Memo – 210 E. Myrtle St. property acquisition

Housekeeping

Action Items – Old Business

Financial Update & Project Tracker
Alis Drumgo noted that projects are on track and finances are stable for FY22. There are funds available for the new year, but there are also pre-planned projects that will be integrated when the FY21 carryovers are completed. The project 114 E. Parker is 90% complete, and tenants have a set a tentative date for the grand opening which is scheduled for January 21, 2021. Mirrorton grand opening is scheduled for November 18, 2021. A continuation of this project is a screen wall that is yet to be built. Staff recently issued an intent to award on that project, and a contract would be back before the CRA Advisory Board by the end of the year.

Housekeeping
Brandon Eady stated no housekeeping items at this time.

Meeting Minutes Dated September 2, 2021
Brandon Eady moved to approve September 2nd minutes.
Brian Goding seconded motion which passed unanimously.

Action Items – New Business

210 E. Myrtle St. property acquisition
Alis Drumgo presented the property acquisition of 210 E. Myrtle St. Alis stated CRA Staff developed an area plan for Mass Market two years ago, and that was recently presented to the Board. Staff was

DRAFT

unsuccessful in attempting to purchase the property twice before and advised that Office Schuttler is able to attest to the previous issues with doing so. The property is a 1,222 sq. ft. single family home on a 5,000 sq. ft. lot that was built in 1926. The assessment of the property is $59,496.00. The property was appraised at $110,000.00 in July 2021. Alis stated, if needed, the plan can be executed around the home, but since we are now able to acquire it, we should take the opportunity. The costs for the property would be $250,000.00 plus a $10,000 broker fee and closing costs with an expected closing date is 11/15/2021. Alis requested that Staff be authorized to obtain the property.

Terry Coney questioned if the property is occupied. Alis Drumgo replied the property is occupied by a renter with no lease and advised we would have the renter to relocate. Terry wanted to clarify if we are interested in the property or the house. Alis clarified we are interested in the property for future use and redevelopment.

Brian Goding advised that based on his prior experience, purchasing a property for more than the appraised price is not uncommon. Brian stated generally an appraisal is based on a specific property and not the surrounding areas. However, since the value of a specific property can contribute to its surroundings area, this can justify paying more than the initial appraisal price.

Brandon Eady questioned the additional cost and fees on acquiring the property and asked if there was any way to negotiate. Alis Drumgo stated the property owner was reluctant to sell the property to the CRA and mentioned the owner went with another entity and by doing so now allows CRA to acquire the property through that entity. Alis stated the price of $250,000.00 was the set price and we will also be paying the broker fee and closing cost as buyer.

Terry Coney wanted to verify if a contract has been presented. Alis Drumgo advised the contract has already been signed by the property owner and suggested we move forward to prevent any additional changes or delays.

Terry Coney made a motion to move forward. Teresa O'Brien seconded, and the motion passed unanimously.

Discussion Items

Brandon Eady recognized the CRA staff for their hard work and dedication.

Adjourned at 3:18 PM

Next Meeting, Thursday, December 2, 2021 3:00 PM.

_____ _____

Brandon Eady, Chairman Date

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CITY OF Lakeland
COMMUNITY & ECONOMIC DEVELOPMENT
228 S MASSACHUSETTS AVE
LAKELAND, FLORIDA 33801
863.834.6011

Memo

To: CRA Advisory Board

From: D'Ariel Reed, CRA Project Manager

Through: Alis Drumgo, CRA Manager

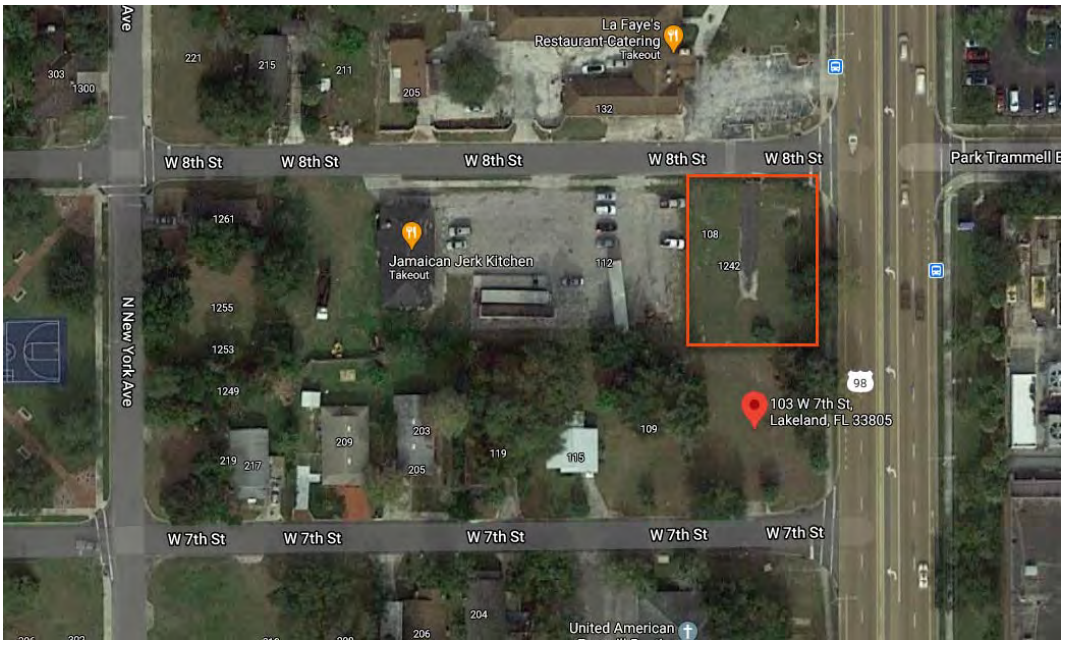
Date: December 2, 2021

Re: Mary's Bagel Café Additional Funds Request

I. Background:

Denise Gilmore, owner of Mary's Bagel Café, has lived in Lakeland her entire life. She's worked 27 years in the medical field for Lakeland Regional Medical Center. She has since transitioned to being a full-time entrepreneur. In addition to the prospective Bagel Café, Denise owns and operates Dee's Gourmet Treats, a cinnamon bun business, as well as a wedding and event planning business.

The café will be, approximately 1,800SF and will be located at the corner of 8th Street and North Florida Avenue. Ms. Gilmore expects to catch the interest of customers from within the community, commuters traveling along the N. Florida corridor and those seeking a dining option in the medical district.



On September 20, 2019, staff approved Design Assistance in the amount of $1,500, and John Kirk prepared a conceptual concept of the building's street elevations, preliminary colors and signage. In January of this year, the Board approved a modified funding allocation, for the proposed Bagel Café, of up to $107,000 to be dispersed in progress payments with the approval and review of the lending agency and CRA Staff. Additionally, the Board approved the funding for the design and construction of the adjacent west/east alley along with the donation of six feet of property to expand the alley. An executed Memorandum of Understanding (MOU) in the amount of $55,000 is in place for the planning, design and construction of the improved alley. In the future, staff has agreed to construct the drive aisle from 7th Street to the alley, which will provide an alternate ingress to the café. The estimated construction cost is $18,014. To date, the CRA's total planned expenditures for the project are $181,514.

Allocated Funding	**Amount**
Design Assistance	$1,500.00
Infill Adaptive Reuse (Standard)	$75,000.00
Infill Adaptive Reuse (Additional)	$15,000.00
Drive Aisle Construction (Alley to 8th St.)	$17,000.00
Alley Improvement (Planning & Design)	$55,000.00
Drive Aisle Construction (7th St. to Alley)	$18,014.00
Total Contribution	**$181,514.00**

II. Development Costs:

At the time of Board approval, the budget was $700,000. During geotechnical testing, a perched water table was encountered requiring the site elevation to be raised to accommodate an 8,184-gallon underground stormwater storage system to be located underneath the parking lot. This modification has resulted in an overall project budget increase of $206,272.42 bringing the project budget to $906,272.42. Of this increase, $81,147.42 is for material and the balance of $125,125 is labor cost. The applicant is requesting 40% of the overall increase which is $82,508.97. Staff recommends approval as presented by the Applicant with the funding disbursement parameters remaining in place.

III. Board Consideration:

At the Board's discretion to recommend approval as proposed by Staff.

MARY'S BAGEL Cafe

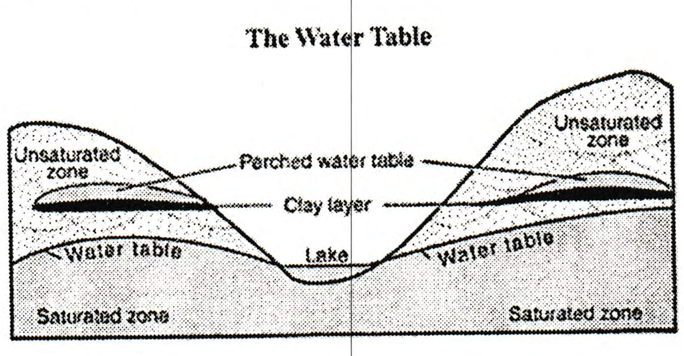
October 18, 2021

D'Ariel Reed
City of Lakeland
Community Redevelopment Agency
228 S. Massachusetts Avenue
Lakeland, Fl. 33801

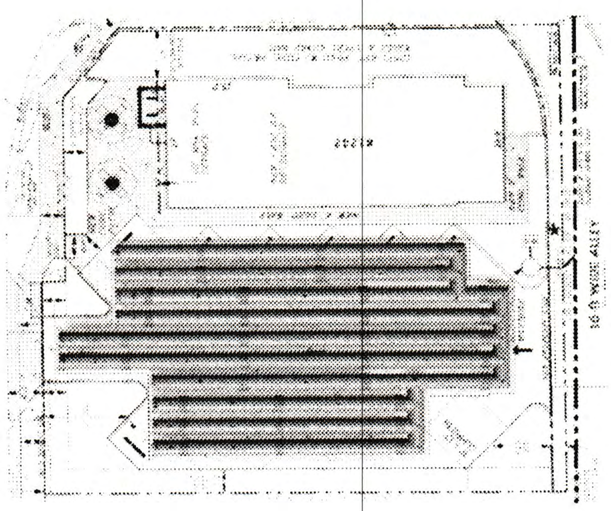
Dear Ms. Reed:

Thank you again for your approval of our Infill Adaptive Reuse Matching Grant application for an amount not to exceed $107,000.

Unfortunately, after we conducted geotechnical testing, we encountered a perched water table. (see Figure 1)



Basically, this means that we encountered a layer of clay that most likely is consistent in the area. As a result, our site elevation had to be raised to a level to accommodate the stormwater storage underneath the parking lot. Our engineer looked at various systems and chose the Contech system to be the most cost-effective system. The total material cost is $81,147.42 (see attached quote) and the additional labor cost is $125,000.00. See below for the layout:



This additional $206,272.42 will significantly increase the cost of the site development.

We are requesting additional assistance from the CRA. During our discussions on the alley improvements and the site improvement options we agreed that the CRA would pay for the drive aisles associated with the parking lot improvements. The total area of parking lot is 3,982 sf. The area for the drives are 1,480 s.f. This represents about 40% of the parking area.

We are requesting additional grant funding in the amount of $82,508.97 which represents 40% of the additional cost. I realize that this may require board approval, however, we are desperately in need of assistance and are hopeful that we can get an audience with them and maybe get an approval on this additional cost.

1242 N. Florida Avenue
Lakeland, Fl. 33805

863-816-4362 off

MARY'S BAGEL Cafe

Thank you for your consideration of our request. Please feel free to reach out to me if you have any questions, comments, or concerns.

Sincerely,

Denise Gilmore
Owner

Cc: Frank Kendrick
Encl: Quote from Contech

1242 N. Florida Avenue
Lakeland, Fl. 33805

863-816-4362 off

Quotation

Quote # QUO-465250-G3P0J6					
Date	9/17/2021	**Account Name**	Nujak Companies	**Reply-To**	
Quote #	QUO-465250-G3P0J6	**Contact Name**	Frank Kendrick	**Contech Rep.**	Anthony Ruberti
Revision #	1	**Phone**	(863) 686-1565	**Address**	8250 62nd St. North, Pinellas Park, FL, 33781
Project Name	Mary's Bagel Shop	**Fax**	(863) 683-7874	**Phone**	941-356-0940
Project #	687024	**Email**	fkendrick@nujak.com	**Fax**	
Project City/State	Lakeland, FL			**Email**	Anthony.Ruberti@conteches.com

Contech's offer to sell the products described in this quotation is expressly conditioned upon Buyer's assent to the Contech Conditions of Sale ("Contech COS") included herewith and/or viewable at www.conteches.com/cos. A valid tax exemption certificate must be issued to Contech or sales tax will be added.

Item #	Description	Pieces	Quantity	Extended Unit Price	Unit	Unit Total
	1,162' of 30" Perforated Aluminized Pipe - Connecting Bands (12" Flat, No Gasket) - Pre-fabricated Fittings (Elbows, Tees, Weir Plates & Bulkheads) - Pipe Stubs - Access Risers - Geotextile (C-40NW, 3 rolls @ 600 SY/roll) - Delivery to the Jobsite Estimated quantity: 220 CY. The stone shall be virgin aggregate. Load transfer slabs required at each access riser location to be supplied by others (see details sheet)	1.00	1.00	$75,838.71	EA	$75,838.71
	CONTECH C-40 NW (15' x 360') - Notes for Quote : If contractor exceeds the quantity included with the system, they are responsible for the extra material @ a cost of $533.00 per roll + freight.	3.00	3.00	$0.00	RL	$0.00
					Total	$75,838.71
				(Tax not included)	**Net Total**	$75,838.71

Standard Notes
1.A fuel surcharge will be added to the invoices for each shipment amounting to 0% of the freight amount and Buyer agrees to pay for these charges.
2.Allowable unloading time for delivery trucks is two (2) hours. Demurrage charges of $75.00 per hour thereafter will be added.
3.Construction loadings typically exceed the intended post-construction live load used for design. Contact your Contech representative for specific guidelines and limitations based on the construction live loads anticipated.
4.Flexible structures of the type on this project are reliant on the type of structural backfill used, the compaction of that material and the balanced placement of structural backfill. Contact your Contech representative for specific information.
5.Prices are based on standardized loading to achieve full truckloads. If special loading requirements are needed additional freight charges will be added.
6.Quotation is based upon estimated (not guaranteed) quantities. Buyer must verify final quantities needed prior to commencement of work by Contech. If Buyer elects to purchase from Seller only a portion of the material quoted, Seller retains the right to adjust its prices.
7.The estimated lead time for the submittal package is 5-8 days from the receipt of a signed purchase document and receipt of the required design documents and project information. Approval review process is in addition to stated timeframes. The estimated manufacturing lead time for this material is 4-6 weeks from the receipt of approved submittal documents.
8.The sale of these materials requires a preconstruction meeting be held that must include Contech and all parties directly involved in the construction process.
9.This material will be manufactured for this particular project and is not subject to cancellation. See Section 19 of the Contech COS.
10.This quotation expires 15 days from the date shown. Prices are firm for shipment within 30 days of the date of quotation and are subject to a maximum escalation of 8% for each 30 days thereafter.

Quotation

Quote # QUO-465250-G3P0J6

Scope Of Work

CMP Detention

Corrugated Metal Pipe Detention System pricing includes submittal drawings, pipe, connecting bands, fabricated fittings, and manhole access risers as stated herein. The quantities quoted herein are based on representation of the project by others and our interpretation of their project plans and specifications. Actual quantities needed may vary and is to be determined by the BUYER who agrees to pay for all quantities shipped and invoiced. Material is subject to manufacturing tolerances and shipping limitations.
Prices quoted are based on nesting diameters whenever possible. If un-nested loads are required additional freight charges will be added.
Contech field consulting services are available for installation support at an additional cost to the purchaser. The purchaser may be charged at a rate of $1,500/day when Contech field consulting services are requested (unless otherwise specified).

CONTECH Non-woven Geotextiles

Pricing is based on full roll quantities only. Contact your Contech representative if roll sizes are not shown. Quantities do not account for overlap requirements.

PAYMENT TERMS ARE 1/2%-10, NET 30 DAYS FROM DATE OF INVOICE UNLESS MATERIAL IS OTHERWISE NOTED AS NON-STANDARD ABOVE. IF NON-STANDARD, PAYMENT TERMS ARE 1/3 AT ORDER ACCEPTANCE AND PRIOR TO START OF PRODUCTION, 2/3 NET 30 DAYS FROM DATE OF INVOICE. THIS OFFER IS SUBJECT TO CREDIT APPROVAL. PRICES QUOTED APPLY ONLY TO THE REFERENCED PROJECT AND ARE IN EFFECT FOR 30 DAYS FROM THE DATE OF QUOTATION. SELLER RESERVES THE RIGHT TO ADJUST PRICES AFTER 30 DAYS FROM THE DATE OF QUOTATION BUT THE CONTECH COS REMAIN APPLICABLE. PRICES ARE BASED ON ESTIMATED QUANTITIES SHOWN. IF A DIFFERENT QUANTITY IS PURCHASED, CONTECH RESERVES THE RIGHT TO ADJUST THE PRICES. THIS QUOTATION CONTAINS THE ENTIRE AGREEMENT WITH RESPECT TO PURCHASE AND SALE OF PRODUCTS DESCRIBED AND SUPERSEDES ALL PREVIOUS COMMUNICATIONS, BUYER'S SIGNATURE BELOW, DIRECTION TO MANUFACTURE, OR ACCEPTANCE OF DELIVERY OF GOODS DESCRIBED ABOVE, SHALL BE DEEMED AN ACCEPTANCE OF THE CONTECH COS. SELLER EXPRESSLY REJECTS ANY OTHER TERMS AND CONDITIONS. PRICES ARE F.O.B. ORIGIN WITH FREIGHT ALLOWED TO THE JOBSITE WITH UNLOADING BY OTHERS AT A TRUCK ACCESSIBLE LOCATION.THIS QUOTATION IS ISSUED BY CONTECH ENGINEERED SOLUTIONS LLC FOR ITSELF AND/OR ON BEHALF OF ONE OR MORE OF ITS SUBSIDIARIES, INCLUDING BUT NOT LIMITED TO KEYSTONE RETAINING WALL SYSTEMS LLC.

Acceptance		**Contech Engineered Solutions LLC.**	
WE HEREBY ORDER THE DESCRIBED MATERIAL SUBJECT TO ALL TERMS AND CONDITIONS OF THIS QUOTATION AND IN THE Contech COS INCLUDED HEREWITH AND VIEWABLE AT www.conteches.com/cos		**By**	Anthony Ruberti
Company		**(O)**	941-356-0940
By		**(F)**	
Title		**(Cell)**	
Date		**Title**	

Quotation

Quote # QUO-465250-G3P0J6

Contech - CONDITIONS OF SALE

1. ACCEPTANCE. This quotation is an offer to sell to potential customer(s). BUYER'S RIGHT TO ACCEPT THIS OFFER IS LIMITED TO BUYER'S ASSENT TO THE TERMS AND CONDITIONS PRINTED HEREON AND THE ATTACHED OR ACCOMPANYING QUOTE, AND NO TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE IN THIS OFFER ARE BINDING ON SELLER. THERE ARE NO UNDERSTANDINGS, TERMS, CONDITIONS OR WARRANTIES NOT FULLY EXPRESSED HEREIN.

2. LIMITED WARRANTIES. Seller warrants that it can convey good title to the products sold under this contract and that they are free of liens and encumbrances. Seller also warrants that the products sold under this contract are substantially free from defects in material and workmanship for a period of one year after the date of delivery. There are no express or implied warranties with respect to products sold hereunder which are misused, abused or used in conjunction with mechanical equipment improperly designed, used or maintained, or which are used, supplied for use or made available for use in any nuclear application of which Seller has not been notified in writing by Buyer at the time of order for the products sold hereunder. SELLER MAKES NO OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE ARE DISCLAIMED BY SELLER AND EXCLUDED FROM THIS CONTRACT.

3. LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY. Seller's liability hereunder shall be limited to the obligation to repair or replace only those products proven to have been defective in material or workmanship at the time of delivery, or allow credit, at its option. Seller's total cumulative liability in any way arising from or pertaining to any product or service sold or required to be sold under this contract shall NOT in any case exceed the purchase price paid by Buyer for such products or services. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, LOST PROFITS, CLAIMS FOR LABOR, OR CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OF ANY TYPE, WHETHER BUYER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE. IT IS EXPRESSLY AGREED THAT BUYER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES.

4. LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY FOR FAILURE OR DELAY IN DELIVERY. NO DELIVERY DATES ARE GUARANTEED. BUYER'S SOLE AND EXCLUSIVE REMEDIES AND SELLER'S ONLY LIABILITY FOR ANY DELAY IN DELIVERY SHALL BE LIMITED AS SET FORTH IN PARAGRAPH 3 OF THIS CONTRACT.

5. FORCE MAJEURE. In any event and in addition to all other limitations stated herein, Seller shall not be liable for any act, omission, result or consequence, including but not limited to any delay in delivery or performance, which is (i) due to any act of God, the performance of any government order, any order bearing priority rating or order placed under any allocation program (mandatory or voluntary) established pursuant to law, local labor shortage, fire, flood or other casualty, governmental regulation or requirement, shortage or failure or raw material, supply, fuel, power or transportation, breakdown of equipment, or any cause beyond Seller's reasonable control whether of similar or dissimilar nature to those above enumerated, or (ii) due to any strike, labor dispute, or difference with workers, regardless of whether or not Seller is capable of settling any such labor problem.

6. BUYER'S OBLIGATION TO PASS ON LIMITATION OR WARRANTIES AND REMEDIES. In order to protect Seller against claims by Buyer's buyer, if Buyer resells any of the products purchased under this agreement, Buyer shall include the language contained in paragraphs 2 and 3 of this agreement, dealing with Seller's limitations of warranties and remedies, in an enforceable agreement with Buyer's buyer, or otherwise include language in an enforceable agreement with its buyer that makes Seller's limitation of warranties and remedies binding on its buyer. Buyer shall also include a provision in its agreement with its buyer applying Ohio law to any claims its buyer might assert against Seller with respect to products manufactured by Seller, and requiring its buyer to bring any such action against Seller either in federal district court in Cincinnati, Ohio or the common pleas court for Butler County, Ohio. Buyer shall defend, indemnify and hold Seller harmless from any and all claims, causes of action, damages, losses or expenses (including reasonable attorneys' fees) that Seller incurs by reason of Buyer's failure to comply with this paragraph.

7. PASSAGE OF TITLE. Title to the products sold hereunder shall pass upon delivery to the carrier at the point of shipment. Neither Buyer nor the consignee shall have the right to divert or reconsign such shipment to any destination other than specified in the bill of lading without permission of the Seller. Unless otherwise agreed Seller reserves the right to select the mode of transportation.

8. PAYMENTS AND LATE CHARGES ON PAST DUE ACCOUNTS. Buyer represents that Buyer is solvent and can and will pay for the products sold to Buyer in accordance with the terms hereof. If Buyer shall fail to comply with any provision or to make payments in accordance with the terms of this contract or any other contract between Buyer and Seller, Seller may at its option defer shipments or, without waiving any other rights it may have, terminate this contract. All deliveries shall be subject to the approval of Seller's Credit Department. Seller reserves the right, before making any delivery, to require payment in cash or security for payment, and if Buyer fails to comply with such requirement, Seller may terminate this contract. A late charge of 1-½% monthly (18% annual rate) or the maximum allowed by state law, if less, will be imposed on all past due accounts, and Buyer is responsible for all costs of collection including without limitation reasonable attorneys' fees and court costs.

9. TRANSPORTATION CHARGES. Delivered prices or prices involving competitive transportation adjustments shall be subject to appropriate adjustment to reflect changes in transportation charges.

10. CLAIMS BY BUYER. Buyer shall thoroughly inspect products sold under this contract immediately upon receipt to verify conformance with the specifications of the contract. Buyer must notify Seller of claims for failure or delay in delivery within 30 days after the scheduled delivery date. Buyer must notify Seller of any claims for nonconforming or defective products within 30 days after the nonconformity or defect was or should have been discovered. In addition, Seller must be given an opportunity to investigate the claim before Buyer disposes of the material, or else Buyer's claim will be barred. Seller shall incur no liability for damage, shortages, or other cause alleged to have occurred or existed at or prior to delivery to the carrier unless the Buyer shall have entered full details thereof on its receipt to the carrier.

11. MECHANICAL PROPERTIES; CHEMICAL ANALYSES. Data referring to mechanical properties or chemical analysis are the result of tests performed on specimens obtained from specific locations of the product(s) in accordance with prescribed sampling procedures; any warranty thereof is limited to the values obtained at such locations and by such procedures. There is no warranty with respect to values of the materials at other locations.

12. PATENTS. Seller shall indemnify Buyer against attorneys' fees and any damages or costs awarded against Buyer in the event any legal proceeding is brought against Buyer by a third person claiming the material delivered hereunder in itself constitutes an infringement of any U.S. patent, provided Buyer gives Seller prompt notice of any such suit being brought, gives Seller the opportunity to defend any such suit, and cooperates with Seller with respect to any such defense; unless the material is made in accordance with material designs, or specifications required by Buyer, in which case Buyer shall similarly indemnify Seller.

13. PERMISSIBLE VARIATIONS. The products sold hereunder shall be subject to Seller's standard manufacturing variations, tolerances and classifications.

14. TECHNICAL ADVICE. Buyer represents that it has made its own independent determination that the products it is purchasing under this contract meet the design requirements of Buyer's project and are suitable for Buyer's intended application. Buyer further represents that it has not relied in any respect on any written or oral statements or advice from Seller, other than the standard product specifications set forth in the most recent addition of Seller's published product brochures, in making that determination.

15. TAXES. No taxes imposed with respect of the sale of the products or services sold hereunder are included in any quotation by Seller. All applicable taxes shall be added and paid by Buyer in addition to the purchase price.

16. BUYER'S RIGHT OF TERMINATION. Buyer may terminate this contract in whole or in part upon notice in writing to Seller. Seller shall thereupon cease work and transfer to Buyer title to all completed and partially completed products and to any raw materials or supplies acquired by Seller especially for the purpose of performing this contract, and Buyer shall pay Seller the sum of the following:
(1) the contract price for all products which have been completed prior to termination;
(2) the cost to Seller of the material or work in process as shown on the books of Seller in accordance with the accounting practice consistently maintained by Seller plus a reasonable profit thereon, but in no event more than the contract price;
(3) the cost f.o.b. Seller's plant of materials and supplies acquired especially for the purpose of performing this contract; and
(4) reasonable cancellation charges, if any, paid by Seller on account of any commitment(s) made hereunder.

17. SELLER'S RIGHT OF TERMINATION. In addition to the other rights of termination provided for in this contract, and if this contract is made pursuant to any governmental rule or regulation, plan, order or other directive, upon the directive, effected or impaired.termination thereof, Seller shall have the option of canceling this contract in whole or in part.

18. WAIVER. Failure or inability of either party to enforce any right hereunder shall not waive any right in respect to any other or future rights or occurrences.

19. DELIVERY. Unless otherwise agreed to in writing by the Seller, the Buyer hereby agrees to take delivery of the materials on this order within the later of thirty (30) days after the wanted date shown on the face of the order or within thirty (30) days after notification, oral or written, that the materials are ready for shipment. In the event that the Buyer does not arrange to take delivery of the materials in accordance with this Contract, Seller, at Seller's option, may:
(a) invoice the Buyer for the materials less freight if applicable; store the material in Seller's yard for a period not to exceed sixty (60) days from the date of invoice; charge a storage fee not to exceed 5% per month or fraction thereof of the selling price of the stored materials; add any applicable price increases listed on the face of the order; charge for any repair work to protective coatings harmed by weathering while such material is being stored; and charge applicable freight when shipment to the Buyer is made. Materials remaining in storage after sixty (60) days from the invoice date shall become the property of the Seller for disposition at the Seller's discretion. In that event, Buyer shall not be liable for the invoice price of the materials, but shall be liable for the storage fee and any repair work to protective coatings; or
(b) cancel the order and invoice the Buyer for cancellation charges, which shall be 25% of the selling price of the materials if the materials are standard, in-stock material, or the full selling price if the materials are special or nonstandard in nature and were especially fabricated for the Buyer.

20. PERIOD OF LIMITATIONS. Buyer and Seller agree that any action by Buyer against Seller relating to this contract or the products sold hereunder, including, without limitation, any action for breach of contract or warranty, or otherwise in connection with the products sold under this contract, must be commenced by Buyer against Seller within one year after the cause of action therefore accrues or one year of delivery of the products sold hereunder, if less.

21. CONFLICTING PROVISIONS OFFERED BY BUYER. Any terms and conditions of any purchase order or other instrument issued by the Buyer, in connection with the subject matter of this document, which are in addition to or inconsistent with the terms and conditions expressed herein, will not be binding on Seller in any matter whatsoever unless accepted by Seller in writing.

22. SEVERABILITY. In case any provision of this contract shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

23. APPLICABLE LAW. This contract shall be governed by, and construed and enforced in accordance with, the laws of Ohio. Buyer and Seller specifically agree that any legal action brought relating to this contract shall be brought and tried exclusively in the federal district court in Cincinnati, Ohio, or, in the absence of jurisdiction, the Butler County Court of Common Pleas in Hamilton, Ohio.

REV. 03/15

Address: 717 N. Kentucky Avenue, Lakeland, Fl. 33801

Call us: +1 (863) 686-1565
E-mail: Fkendrick@nujak.com

Website: www.NuJak.com

MARY BAGEL CAFE

1242N. FLORIDA AVENUE LAKELAND FL 33805

OWNER	ARCHITECT

ADDENDA

Addendum Issued: NONE

Please review any Addendum issued after Date 3/08/21

ID: -1049

BIDDER NAME: _____

S#	DWG #	DETAIL #	CSI NO	DESCRIPTION	QTY.	UNIT	LABOR Manhour / Unit	LABOR $/HOUR	LABOR COST	MATERIAL (PER UNIT)	EQUIPMENT (PER UNIT)	COMPOSITE RATE/UNIT	TOTAL COST
			010000	**DIVISION 01 - GENERAL REQUIREMENTS**									
1				MOBILIZATION	1	LS							
2				DESIGN & ENGINEERING	1	LS							
3				SUPERVISION	1	LS							
4				SUBMITTALS & SAMPLES	1	LS							
5				TEMPORARY FACILITIES & CONTROLS	1	LS							
6				PROJECT SCHEDULE	1	LS							
7				CLOSEOUT PROCEDURES	1	LS							
8				PERMITS	1	LS							
				Subtotal									**$82,000**
			020000	**DIVISION 02 - EXISTING CONDITIONS**									
			021000	**SITE PREPARATION**									
9				(2') Depth Excavated retention pond	52	CY	0.0600	45.67	2.74		1.00	3.74	$194
10				Catch basin	1	EA	6.5000	50.67	329.36	1230.00	0.15	1559.51	$1,560
11				(4"W) Painted parking strips	305	LF	0.0030	50.67	0.15	1.45	0.15	1.75	$534
12	A1.1 & SHEET#1			Monitoring manhole	1	EA	6.5	50.67	329.36	1570.00		1899.36	$1,899
13				Sanitary manhole	2	EA	4.5	50.67	228.02	1250.00		1478.02	$2,956
14				Bicycle racks(13 bikes capacity)	1	EA	4.8000	45.67	219.22	750.00		969.22	$969
15				Gas line marker	1	EA	2.5	50.67	126.68	100.00		226.68	$227
16				Water meter	1	EA	2.5	50.67	126.68	250.00		376.68	$377
17				Relocate Fire Hydrant Dual Meter/RPZ	1	EA	6.85	50.67	347.09	3600.00		8295.00	$8,295
			025110	**STORMWATER**									
				CONTECH SYSTEM									
18				Storm Detention System 1EA, Type "D" Inlet 2EA	1	LS	0.0360	45.67	1.64				$98,272
				1,162 of 30" Perforated Aluminized Pipe									$0
				Pre-fabricated Fittings (Elbows, Tees, Weir Plates & Bulkheads)									$0
	SHEET#1			Access Risers									
				Geotextile (C-40NW, 3 rolls @ 600 SY/roll)									
				Delivery to the Jobsite									
				CONTECH C-40 NW (15' x 360')	1	LS							$80,389
20				Pipe Stubs	464	SY	0.1260	45.67	5.75	6.75	0.15	21.65	$10,046
			025110	**Pipe Stubs**									
				ASPHALT PAVEMENT									
21				Earthwork & Compaction of sub-grade.	464	SY	0.0360	45.67	1.64		2.25	45.62	$21,168
22	SHEET#1			(4"THK) Sub-base	464	SY	0.0900	45.67	4.11	5.85		13.96	$6,477
23				(4"THK) Base	464	SY	0.1000	45.67	4.57	5.98		15.55	$7,215
24				(1"THK) Asphalt paving	464	SY	0.1260	45.67	5.75	6.75	0.15	21.65	$10,046
			025130	**SIDEWALK AND STREET PAVING**									
25	SHEET#1			(4"THK) Concrete sidewalks	1060	SF	0.0250	45.67	1.14	3.37	0.15	4.66	$4,941
			025210	**CONCRETE CURBS AND PAVEMENTS**									
				CONCRETE PAVEMENT									
26	SHEET#1			Compaction of sub-grade.	980	SF	0.0040	45.67	0.18		0.25	0.43	$424
27				(4"THK) Base	980	SF	0.1000	45.67	4.57	5.98		10.55	$10,336
28				(5"THK) Concrete pavement	980	SF	0.0420	45.67	1.92	3.65	1.50	7.07	$6,927
29	SHEET#1			(6"Wx18"H) Concrete curb	320	LF	0.2400	45.67	10.96	12.00		22.96	$7,347
			029000	**LANDSCAPING**									
30				Landscape area & irrigation	2305	SF	0.0030	45.67	0.14	0.25		5.39	$12,424
31	SHEET#1			Shrubs	40	EA	0.3000	45.67	13.70	22.00		35.70	$1,428
32				Crepe Myrtles	6	EA	0.4500	45.67	20.55	30.00		350.00	$2,100
				Subtotal									**$296,552**
			030000	**DIVISION 03 - CONCRETE**									
			030050	**CONCRETE WORK**									
			033000	**CAST IN PLACE CONCRETE**									
				(2'Wx1'H) CONCRETE FOOTING									
33	A1.1 & SHEET#1			Compaction of sub-grade.	660	SF	0.0040	50.67	0.20		0.25	0.45	$299
34				Rebar's (Grade 60)	850	LB	0.0080	50.67	0.41	0.74		1.15	$974
35				Concrete footing. (f'c = 3000 PSI)	530	CF	0.0132	50.67	0.67	3.30	1.15	5.12	$2,713
				SLAB ON GRADE									
36	A1.1 & SHEET#1			Compaction of sub-grade.	1655	SF	0.0040	50.67	0.20		0.25	0.45	$749
37				(6 MIL) Vapor barrier.	1655	SF	0.0020	50.67	0.10	0.20		0.30	$499
38				(6" Thick) Concrete slab W/ CIP 6x6 - 10/10 WWM (f'c = 3000 PSI)	1655	SF	0.0480	50.67	2.43	3.80	0.50	6.73	$11,142
				DUMPSTER CONCRETE PAD									
39	A1.1 & SHEET#1			Compaction of sub-grade.	150	SF	0.0040	50.67	0.20		0.25	0.45	$68
40				(8"THK) Dumpster concrete pad W/ CIP 6x6 - 10/10 WWM (f'c = 3000 PSI)	150	SF	0.0420	50.67	2.13	4.50	1.69	8.32	$1,248
				Subtotal									**$17,691**
			040000	**DIVISION 04 - MASONRY**									
			042000	**UNIT MASONRY**									
				CMU WALL									
41	A1.1 & SHEET#1			Rebar's (Grade 60)	4690	LB	0.0080	50.67	0.41	0.74		1.15	$5,372
42				(8" THK) CMU Wall.	3232	SF	0.0850	50.67	4.31	4.52		8.83	$28,529
				Subtotal									**$33,900**
			050000	**DIVISION 05 - METAL**									
			051200	**STRUCTURAL STEEL**									
43	A1.1 & SHEET#1			Steel bar joists	415	LF	0.0380	50.67	1.93	24.00		25.93	$10,759
			053000	**METAL DECK**									
44	A1.1 & SHEET#1			Metal roof deck	1830	SF	0.0090	50.67	0.46	2.95	0.08	3.49	$6,379
				Subtotal									**$17,139**
			070000	**DIVISION 07 - THERMAL AND MOISTURE PROTECTION**									
				ROOFING									
45	A1.1 & SHEET#1			R30 insulation	1830	SF	0.0080	50.67	0.41	2.85		3.26	$5,957
46				TPO roofing	1830	SF	0.018	50.67	0.91	1.08		4.00	$7,320
				Subtotal									**$13,277**

							LABOR			MATERIAL	EQUIPMENT	COMPOSITE	TOTAL
			080000	**DIVISION 08 - OPENING**									
47	A1.1 & SHEET#1			(3'-4"Wx5'-0"H) Storefront fixed glass window(2 EA)	34	SF	0.1800	45.67	8.22	95.00		220.00	$7,480
48				(4'-8"Wx5'-0"H) Storefront fixed glass window(6 EA)	144	SF	0.1800	45.67	8.22	95.00		220.00	$31,680
			082100	**WOOD DOORS**									
49	A1.1 & SHEET#1			(2'-8"Wx7'-0"H) Solid core wood door(6 EA)	6	EA	3.565779	50.67	180.68	710.22		890.90	$5,345
50				(2'-0"Wx7'-0"H) Solid core wood door (1 EA)	1	EA	2.674	50.67	135.49	532.00		667.49	$667
51				(3'-6"Wx7'-0"H) Solid core wood door (1 EA)	1	EA	4.6795	50.67	237.11	931.00		1168.11	$1,168
52				(2'-10"Wx7'-0"H) Solid core wood door (1 EA)	1	EA	3.78371	50.67	191.72	752.78		944.50	$945
53				(3'-0"Wx7'-0"H) Solid core wood door (3 EA)	3	EA	4.011	50.67	203.24	798.00		1001.24	$3,004
54				(6'-4"Wx7'-0"H) French wood sliding door (3 EA)	3	EA	8.46321	50.67	428.83	1861.02		2289.85	$6,870
			084200	**FIRE RATED STEEL FRAMED ENTRANCES AND STOREFRONTS**									
55	A1.1 & SHEET#1			(10'-0"Wx8'-0"H) Storefront (1 EA)	80	SF	0.1800	45.67	8.22	95.00		103.22	$8,258
				Subtotal									**$65,416**
			090000	**DIVISION 09 - FINISHES**									
56	A1.1 & SHEET#1			Ceramic tile flooring - 12"x12"	105	SF	0.0440	50.67	2.23	6.00		8.23	$864
57				Polished concrete	1450	SF	0.018	50.67	0.91	0.95		1.86	$2,700
58				(6"H) Ceramic tile base	55	LF	0.025	50.67	1.27	3.00		4.27	$235
59				(6"H) Vinyl cove base	240	LF	0.019	50.67	0.96	1.48		2.44	$586
60				(12'H) Stucco finish	2735	SF	0.1350	50.67	6.84	3.63		10.47	$28,637
61				Ceramic tile to polished concrete transition	8	LF	0.025	50.67	1.27	6.00		7.27	$58
			092600	**GYPSUM BOARD ASSEMBLIES**									
	A1.1 & SHEET#1			**Gypsum wall partition (94 LF):**									
62				(3-5/8") 25GA. Metal studs @ 16" O.C	645	LF	0.0130	50.67	0.66	0.65		1.31	$844
63				Sound batt insulation.	850	SF	0.006	50.67	0.30	0.38		0.68	$581
64				(5/8", 1-Layer) Gyp. Bd. both side.	1695	SF	0.0130	50.67	0.66	0.90		1.56	$2,642
65				Top & bottom track.	188	LF	0.0130	50.67	0.66	0.65		1.31	$246
			095100	**ACOUSTICAL CEILINGS**									
66	A1.1 & SHEET#1			(2x2) Acoustical ceiling	1620	SF	0.0220	50.67	1.11	2.85		3.96	$6,423
			099100	**PAINTING**									
67	A1.1 & SHEET#1			Wall paint	2495	SF	0.0115	50.67	0.58	0.22		2.60	$6,487
68				Door paint	770	SF	0.0300	50.67	1.52	0.35		1.87	$1,440
				Subtotal									**$51,743**
			100000	**DIVISION 10 - SPECIALTIES**									
			101400	**SIGNAGE**									
69	A1.1 & SHEET#1			Electronic signage behind the order line on the wall	1	EA	4.6500	45.67	212.37	250.00		462.37	$462
70				Street sign	1	EA	4.6500	45.67	212.37	350.00		562.37	$562
71				Gas line sign	1	EA	2.5000	45.67	114.18	150.00		264.18	$264
72				Stop/right turn only sign	1	EA	4.6500	45.67	212.37	250.00		462.37	$462
73				Ada warning strip	15	SF	0.045	50.67	2.28	30.00		32.28	$484
			102813	**TOILET AND BATH ACCESSORIES**									
74	A1.1 & SHEET#1			Tissue paper dispenser	2	EA	0.5000	45.67	22.84	50.00		72.84	$146
75				(24") S.S Grap bar	2	EA	0.4000	45.67	18.27	35.00		53.27	$107
76				(36") S.S Grap bar.	2	EA	0.5000	45.67	22.84	40.00		62.84	$126
77				(2'-6" W x 3'-0" H) Mirror	2	EA	0.5000	50.67	25.34	150.00		175.34	$351
78				Paper towels	2	EA	0.2	50.67	10.13	40.00		50.13	$100
79				Soap dispenser	2	EA	0.5800	45.67	26.49	80.00		106.49	$213
				Subtotal									**$3,277**

							LABOR			MATERIAL	EQUIPMENT	COMPOSITE	TOTAL
			110000	**DIVISION 11 - EQUIPMENT**									
80				Grease trap	1	EA	2.5	50.67	126.68	850.00		976.68	$977
81				(15-3/5"W x 30-1/10"D x 44-2/5"H),Gas floor fryer w/ moveable gas connector and accessories	3	EA	4.5	50.67	228.02	1071.74		1299.76	$3,899
82				(36"W x 28-3/5"D x 15-1/5"H) Gas countertop griddle w/ moveable gas connector and accessories	1	EA	3.5	50.67	177.35	1992.83		2170.18	$2,170
83				(12"W x 27-3/5"D x 13-1/10"H) Hotplate, Countertop, Gas w/ moveable gas connector and accessories	1	EA	3	50.67	152.01	544.88		696.89	$697
84				Convection oven, Gas w/ moveable (2) gas connector and accessories	1	EA	5.5	50.67	278.69	6090.36		6369.05	$6,369
85				(39-3/8"W, 33.0 cu. ft. capacity) Reach-in refrigerator	1	EA	8	50.67	405.36	2733.18		3138.54	$3,139
86				(24"W x 20"D x 12"H) Mop sink w/ faucet	1	EA	4.5	50.67	228.02	554.22		782.24	$782
87				(102"W x 31-1/2"D x 41"H) 3-Compartment sink w/ Faucet and Pre-rinse assembly	1	EA	6	50.67	304.02	1476.08		1780.10	$1,780
88				Custom walk in combination	1	EA	32	50.67	1621.44	23596.59		25218.03	$25,218
89				Hood system	1	EA	25	50.67	1266.75	21454.55		22721.30	$22,721
90				Hand sink	1	EA	4.5	50.67	228.02	95.11		323.13	$323
91				(48-1/5"W x 30"Dx 44-3/10"H) Sandwich/salad preparation refrigerator	1	EA	5	50.67	253.35	2010.78		2264.13	$2,264
92				(48-1/4"W x30"D x 34-1/8"H) Undercounter refrigerator	1	EA	5.4	50.67	273.62	1518.73		1792.35	$1,792
93				ICE maker, Cube-style w/ ice storage capacity and water filtration system	1	EA	4.98	50.67	252.34	4091.43		4343.77	$4,344
94	A1.1 & SHEET#1			(36" wide, 11.6 cu. Ft) Display case, Refrigerator Deli	2	EA	5	50.67	253.35	1857.92		2111.27	$4,223
95				(39"W, 44"H) Open display merchandiser w/ 4 set casters	1	EA	5.5	50.67	278.69	4104.63		4383.32	$4,383
96				(27-9/16"W x30"D x 34-1/8"H) Undercounter refrigerator	1	EA	3.9	50.67	197.61	996.91		1194.52	$1,195
97				Coffee brewer w/ dual thermofresh and accessories	1	EA	3	50.67	152.01	1718.48		1870.49	$1,870
98				Ice tea brewer w/ narrow ice beverage dispenser	1	EA	3.9	50.67	197.61	951.88		1149.49	$1,149
99				Drop-In Hand Sink, 12"W x 18"D x 10"H OA, 10" wide x 14" front-toback x 10" deep compartment	1	EA	4.8	50.67	243.22	219.51		462.73	$463
100				Drop-In Hand Sink, 20-1/4"W x 17-7/8"D x 7-1/2"H OA, 17-7/8" wide x 12-3/4" front-to-back x 7-1/2" deep compartment	1	EA	4.5	50.67	228.02	212.65		440.67	$441
101				(36"W x 24"D) Pass-thru shelf	1	EA	1.5	50.67	76.01	643.76		719.77	$720
102				(48"W x 14"D) Wire shelving w/ chrome plated finish and CH 74 post (4 Shelves)	4	EA	1	50.67	50.67	28.79		79.46	$318
103				(36"W x 14"D) Wire shelving w/ chrome plated finish and CH 74 post (4 Shelves)	8	EA	1	50.67	50.67	25.26		75.93	$607
104				(72"W x 14"D) Wire shelving w/ chrome plated finish and CH 74 post (4 Shelves)	4	EA	1	50.67	50.67	37.60		88.27	$353
105				(5" Dia) Casters 220 lbs per caster load capacity	4	SET	1.2	50.67	60.80	69.52		130.32	$521
106				Lot of shelving for walk in cooler/ Freezer	1	EA	2.5	50.67	126.68	900.00		1026.68	$1,027
107				((20) 18" x 26" or (40) 18" x 13") Universal pan rack	1	EA	1	50.67	50.67	125.32		175.99	$176
108				(31"W x 24"D x 50"H) Display case, Non-refrigerated bakery	1	EA	3.5	50.67	177.35	1360.00		1537.35	$1,537
				Subtotal									**$95,459**
			120000	**DIVISION 12 - FURNISHING**									
109				(2'Dia) Round table	4	EA	0.5	50.67	25.34	150.00		175.34	$701
110	A1.1 & SHEET#1			(2'-6"Wx2'-6"H) Table	3	EA	0.6	50.67	30.40	200.00		230.40	$691
111				Chairs	22	EA	0.25	50.67	12.67	80.00		92.67	$2,039
112				(3'-9"Wx2'-0"H) Table	1	EA	0.65	50.67	32.94	250.00		282.94	$283
			123616	**PLYWOOD COUNTERTOPS**									
113	A1.1 & SHEET#1			Plywood counter top with laminate finish	20	SF	0.16	50.67	8.11	55.00		350.00	$7,000
				Subtotal									**$10,714**
			150000	**DIVISION 15 - HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)**									
114				Exhuast fan	2	EA	1.5000	65.00	97.50	125.00		222.50	$445
115				Exhaust hood	1	EA	3.88	65.00	252.20	2520.00		2772.20	$2,772
116	A1.1			Metal ducts and accessories	1	LS		65.00	0.00			20000.00	$20,000
117				Air handling unit (Assumed)	1	EA	9.5	65.00	617.50	12000.00		12617.50	$12,618
118				Rooftop unit (Assumed)	1	EA	13.5	65.00	877.50	14500.00		15377.50	$15,378
				Subtotal									**$51,212**

							LABOR			MATERIAL	EQUIPMENT	COMPOSITE	TOTAL
			150000	**DIVISION 15 - PLUMBING**									
119				Water closet	2	EA	6.3	65.00	409.50	661.50		1071.00	$2,142
120				Sink w/ faucet	2	EA	6.6	65.00	429.00	950.60		1379.60	$2,759
121				Hand sink	2	EA	6.6	65.00	429.00	950.60		1379.60	$2,759
122	A1.1			Utility sink	1	EA	5.5	65.00	357.50	850.00		1207.50	$1,208
123				Mop sink	1	EA	4.5	65.00	292.50	550.00		842.50	$843
124				Sanitary piping	1	LS		65.00	0.00			10000.00	$10,000
125				Water Piping	1	LS		65.00	0.00			8000.00	$8,000
				Subtotal									**$27,710**
			160000	**DIVISION 16 - ELECTRICAL**									
126				(2x2) LED dropin light fixture	31	EA	1.25	65.00	81.25	120.00		201.25	$6,239
127				Emergency light signage LED	4	EA	1.45	65.00	94.25	150.00		244.25	$977
128				Wall scone LED fixture	2	EA	1.2	65.00	78.00	120.00		198.00	$396
129	A1.1			Ceiling recessed LED light	15	EA	0.8	65.00	52.00	35.00		87.00	$1,305
130				Electrical panel 400 AMP	1	EA	26	65.00	1690.00	9500.00		11190.00	$11,190
131				Electrical Wiring & conduit	1	LS		65.00	0.00			20000.00	$20,000
132				Electrical breaker	1	LS		65.00	0.00			10000.00	$10,000
				Subtotal									**$50,107**
				Total.									**$816,198**
				5% Contingency Allowance									$ 30,000
				Add Contractor's overhead & profit @ 13%									$ 110,006
				G.Total									**$956,203**
Cost escalation can be 2.4% per quarter depending on economic factors													

CITY OF Lakeland
COMMUNITY & ECONOMIC DEVELOPMENT
228 S MASSACHUSETTS AVE
LAKELAND, FLORIDA 33801
863.834.6011

Memo

To: CRA Advisory Board

From: Iyanna Jones, CRA Project Manager

Through: Alis Drumgo, CRA Manager

Date: December 2, 2021

Re: The Vanguard Room Grant Request

I. Background:

The Vanguard Room is a recording studio with Lakeland roots since 1999. The business planted roots in Dixieland in 2010, it is located at 1037 S. Florida Ave, and has been operating in a 1,800SF space. The applicant is interested in expanding their business to occupy another 2,000SF space that would add two new recording studios, a podcast room, and flexibility to host listening parties and small-intimate performances.

In September of 2019, Staff presented The Vanguard Room's grant request to the CRA Advisory Board for a total of $90,000 towards renovation costs. The previous preliminary scope of work included complete electrical rewiring, new HVAC ductwork, brand-new ADA compliant restrooms and façade improvements. Those improvements were projected to cost $150K, and the business owners were expected to spend another $75K in soundproofing and fitting out the space. Bringing the total renovation cost to $225K. Since the Board's approval in September of 2019, The Vanguard Room did not proceed with renovations due to the impact of pandemic.

II. Renovation Costs:

The applicant has provided an updated preliminary scope of work that includes complete electrical rewiring, new HVAC ductwork, and brand-new ADA compliant restrooms. However, it excludes façade improvements. The total cost of the improvements is $136,390 and will be completed by Sharrett Construction. The improvements that are eligible for reimbursement under the grant requirements are projected to cost $68,137.50.

Eligible Items	Cost
Insulation	$4,740
Electrical	$29, 625
HVAC	$19,552.50
Plumbing	$14,220
Total	$68,137.50

The applicant would like to commence construction in January with a completion date in June of 2022. The project qualifies for the following incentives within the Dixieland CRA, and the applicant is requesting additional funding per category:

The applicant is seeking a total grant award of up to $75,000. The improvements are consistent with the Dixieland Redevelopment Plan and will contribute to the physical improvement and economic viability of the area.

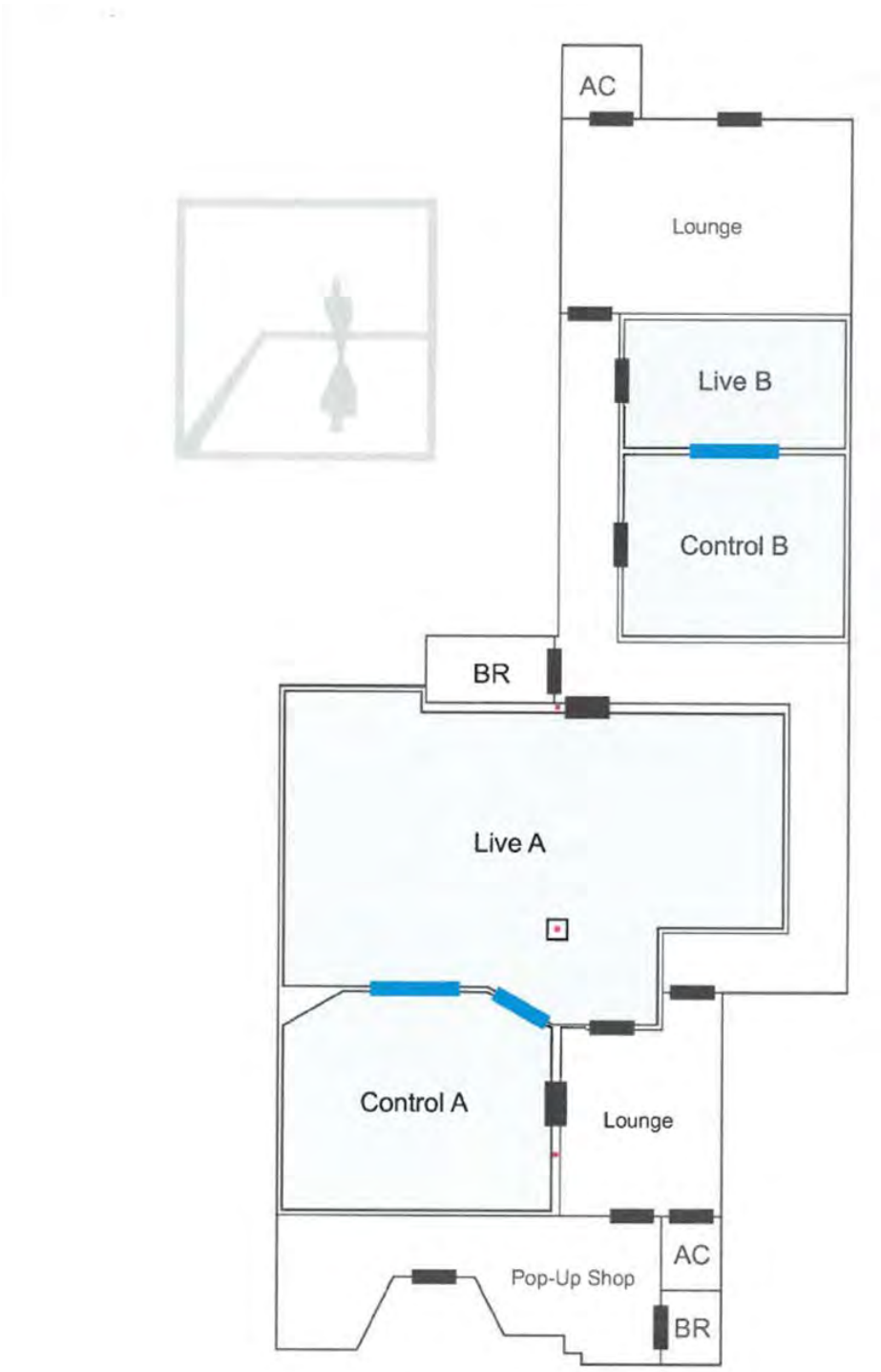
Incentive	Administrative Limit	Applicant Request
Infill (system upgrades, including HVAC, plumbing, and ADA-accessibility)	$25,000	$75,000
Total	$25,000	$75,000

III. Board Consideration:

At the Board's discretion to approve up to of $75,000 for the proposed project.

IV. Attachments:

- Budget, Project Schedule, and Sketch



PO Box 8725
Lakeland, FL 33806
Phone: 863.840.9781
Fax: 863.840.9781

The Vanguard Room - Matt Willbur
863-529-3049

1037 S. FL Ave.
Lakeland, FL 33803

Print-date: **3-12-2021**

Here's your customized proposal!
Next steps are:
1. Review the attached Terms and Conditions.
2. Approve and sign the proposal.
3. Let's get to work!

Code	Title	Description	Qty / Unit	Unit Price	Price
1010 - Building permits	Permit	Building permits. All construction shall comply with all applicable, state and local building codes.	1	$1,777.50	$1,777.50
1110 - Blueprints	Engineering and Plans	Contractor to design and engineer plans for final review by owner and building department.	1	$1,777.50	$1,777.50
3210 - Framing labor—draw #1	Framing	All interior walls shall be wood studs with single bottom and single top plate 2”x4” studs placed 16”o.c.	1	$11,850.00	$11,850.00
4400 - Insulation	Insulation	Effective R-value of new wall and ceiling insulation shall be in accordance with local and state energy codes.	1	$4,740.00	$4,740.00
5890 - Special finishes	Acoustic Ceiling	In Restrooms	1	$2,370.00	$2,370.00
5100 - Drywall	Drywall	Sheath new walls as noted per room. Studio rooms designed with sound proofing system.	1	$6,517.50	$6,517.50
5250 - Interior trim labor	Baseboard Trim	Install wood, primed baseboards on all drywall.	1	$2,962.50	$2,962.50
5730 - Electrical —final	Electric	Wiring to connect into metal electrical panel. Provide and install necessary circuits as stated in local codes. Branch circuits shall be wired with No. 12 gauge wire. Lighting layout per plans.	1	$29,625.00	$29,625.00
5700 - HVAC—final	HVAC	Install ductwork with oversized drops in each location. Relocate two air handler units. Reuse condensing units.	1	$19,552.50	$19,552.50
5520 - Special flooring	Floors	Open Space - Existing Concrete, sanded finish. Restrooms	1	$14,220.00	$14,220.00

		- Existing Concrete, sanded finish. Studio - Floating floor, engineered wood.			
5710 - Plumbing —final	Plumbing	Construct ADA restrooms - Relocate waste - Relocate supplies - Install water heater	1	$14,220.00	$14,220.00
Buildertrend Flat Rate	Allowances	$1,500.00 plumbing/restroom fixtures. $3.50 SF floor refinishing. $3.50 SF wood flooring. $25,000.00 Electrical Bid Allowance Pendants fixtures not included.	1	$1,777.50	$1,777.50

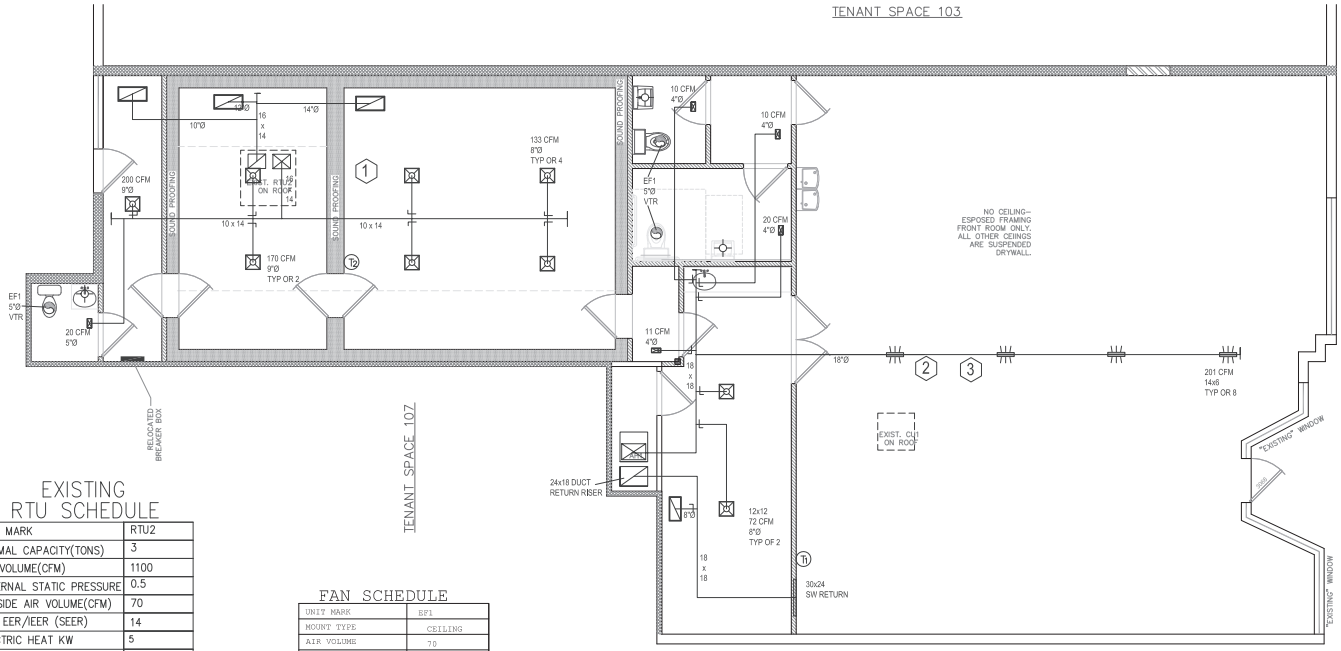
Total Price: $111,390.00

We propose to complete the work as described above, subject to the Terms and Conditions on the following attached pages: See Attached Contract Documents.
Any work requested by the Owner and not described above shall be considered Extra Work, and may be subject to additional charges and/or reflected on a Change Order.
Work is to be performed at the property described above.
The work to be performed by the Contractor pursuant to this Contract shall be substantially completed within approximately 6 months, scheduled upon receiving building permits, provided there are no Delays.
Owner agrees to pay the Contractor the total contract price as described above in prescribed payments including the 20% deposit and milestone construction draws 1, 2, 3 and 4.

Signature _____

Print Name: _____

Date: _____



EXISTING RTU SCHEDULE

UNIT MARK	RTU2
NORMAL CAPACITY(TONS)	3
AIR VOLUME(CFM)	1100
EXTERNAL STATIC PRESSURE	0.5
OUTSIDE AIR VOLUME(CFM)	70
MIN. EER/IEER (SEER)	14
ELECTRIC HEAT KW	5
VOLTAGE/PHASE	240/1
BASIS OF DESIGN	ICP
MODEL (EXISTING)	WJA436000

EXISTING AIR HANDLER SCHEDULE

UNIT MARK	AH1
NORMAL CAPACITY(TONS)	5
OPERATING WEIGHT (LBS)	200
AIR VOLUME(CFM)	1800
EXTERNAL STATIC PRESSURE	.5
OUTSIDE AIR VOLUME(CFM)	155
ELECTRIC HEAT KW	7.5
VOLTAGE/PHASE	240/1
MIN. CIRCUIT AMPS	44.2
RATED LOAD AMPS	35.4
MAX. FUSE AMPS	50
BASIS OF DESIGN	TRANE
MODEL	--

EXISTING COND. UNIT SCHEDULE

UNIT MARK	CU1
NORMAL CAPACITY(TONS)	5.0
OPERATING WEIGHT (LBS)	---
EXISTING SEER	13
VOLTAGE/PHASE	240/1
MIN. CIRCUIT AMPS	32
RATED LOAD AMPS	26.2
MAX FUSE AMPS	50
BASIS OF DESIGN	TRANE
MODEL	2TTB3060A1

FAN SCHEDULE

UNIT MARK	EF1
MOUNT TYPE	CEILING
AIR VOLUME	70
EXTERNAL STATIC PRESSURE	0.25 IN WG
VOLTAGE / PHASE	120/1
SOUND RATING (SONES)	1.3
RATED LOAD	21 WATTS
BASIS OF DESIGN- BRAND	GREENHECK
MODEL	SP-B90
NOTES	1,2

1. SWITCH WITH CEILING LIGHT
2. PROVIDE INTEGRAL DISCCONNECT

HVAC PLAN

1/4" = 1'-0"

TENANT 105
AREA 2,549 S.F.

FLORIDA ENERGY CODE:
THIS PROJECT IS AN INTERIOR REMODEL THAT DOES NOT MEET THE 30% VALUATION CHANGE THRESHOLD TO DEFINE A RENOVATION. ONLY THOSE ENERGY RELATED ITEMS THAT ARE NEW COMPLY WITH THE MINIMUM REQUIREMENTS OF 2020 FLORIDA ENERGY CODE.

HVAC LEGEND

- DUCT TRANSITION
- VOLUME DAMPER IN BRANCH DUCT
- DIFFUSER, SUPPLY, SURFACE MOUNT, CURVED BLADE. 8x4
- DIFFUSER, SUPPLY, 12x12 SURFACE MOUNT, STEP-DOWN STYLE. NECK SIZE=BRANCH SIZE. PROVIDE PLASTER FRAME IN GYP CEILINGS) PRICE ASPD PLAQUE DIFFUSER
- SW DIFFUSER FOR ROUND DUCT. 14x6, METALAIRE 4004P-1.
- GRILLE, RETURN OR TRANSFER 24x12 SURFACE MOUNT, BAR FACE. ALUMINUM CONSTRUCTION
- EXHAUST OR TRANSFER FAN
- THERMOSTAT CONTROL (i.e. SYSTEM 1)
- JOB NOTE REFERENCE (SHOWN ON SHEET M2)

This item has been electronically signed and sealed by Joe T Strickler, CAC023496 on date indicated in seal; using a Digital Signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

JOE T STRICKLER LICENSE CAC023496 STATE OF FLORIDA AIR CONDITIONING CONTRACTOR

ENGINEER OF RECORD:
ARKAY ENGINEERING INC.
STRUCTURAL ENGINEERS
1958 E. EDGEWOOD DR. LAKELAND, FLORIDA 33803
PHONE: 863-688-6500 FAX: 863-688-6557
STATE OF FLORIDA CERTIFICATE OF AUTHORIZATION # EB6347
RICHARD L. KIDDEY, P.E. – FLORIDA LICENSE # 37296

RENOVATIONS
1037 FLORIDA AVE S # 105
LAKELAND, FL

SHARRETT CONSTRUCTION
122 E MAIN ST
LAKELAND, FLORIDA 33803
PHONE: (863) 840-9781

DATE: 09-28-21
SCALE: AS NOTED
JOB # 19657
SHEET
M1

PERMIT SET

Rhvac - Light Commercial HVAC Loads
Refrigeration & Electric Svc
Winter Haven, FL 33880-3316
Elite Software Development, Inc.
Vanguard
Page 1

System 1 East End Summary Loads

Component Description	Area Quan	Sen Loss	Lat Gain	Sen Gain	Total Gain
4A-1b-o: Glazing-Double pane low-e (e = 0.20 or less), operable window, e=0.20 on surface 2, metal frame with break, U-value 0.29, SHGC 0.39	189	1,864	0	7,891	7,891
13AA-0oc: Wall-Block, no blanket or board insulation, open core, U-value 0.584	359	7,129	0	5,326	5,326
16A-30: Roof/Ceiling Combination with Insulation on Roof Deck & under Deck, (also use for Knee Walls and Partition Ceilings), No Radiant Barrier, Any Roofing Material, Any Roof Color, R-38 Insulation, U-value 0.026	1793.5	863	0	1,981	1,981
22A-pm: Floor-Slab on grade, No edge insulation, no insulation below floor, any floor cover, passive, heavy dry or light wet soil, U-value 1.18	49	1,966	0	0	0
Subtotals for structure:		11,822	0	15,198	15,198
People:	9		2,070	2,700	4,770
Equipment:			0	0	0
Lighting:	1030			3,512	3,512
Ductwork:		1,645	1,368	4,004	5,373
Infiltration: Winter CFM: 0, Summer CFM: 0		0	0	0	0
Ventilation: Winter CFM: 155, Summer CFM: 155		2,981	3,222	2,017	5,238
Supply Misc. Gain:		0	4,000	12,000	16,000
Return Misc. Gain:		0	3,024	0	3,024
AED Excursion:		0	0	612	612
System 1 East End Load Totals:		16,448	13,684	40,044	53,728

Check Figures

Supply CFM:	1,800	CFM Per Square ft.:	1.005
Square ft. of Room Area:	1,791	Square ft. Per Ton:	400
Volume (ft³):	21,492		

System Loads

Total Heating Required Including Ventilation Air:	16,448Btuh	16.448MBH
Total Sensible Gain:	40,044Btuh	75%
Total Latent Gain:	13,684Btuh	25%
Total Cooling Required Including Ventilation Air:	53,728Btuh	4.48Tons (Based On Sensible + Latent)

Notes

Rhvac is an ACCA approved Manual J, D and S computer program.
Calculations are performed per ACCA Manual J 8th Edition, Version 2, and ACCA Manual D.
All computed results are estimates as building use and weather may vary.
Be sure to select a unit that meets both sensible and latent loads according to the manufacturer's performance data at your design conditions.

Rhvac - Residential & Light Commercial HVAC Loads
Refrigeration & Electric Svc
Winter Haven, FL 33880-3316
Elite Software Development, Inc.
Vanguard
Page 3

System 1 Room Load Summary

Room No	Name	Area SF	Htg Sens Btuh	Min Htg CFM	Run Duct Size	Run Duct Vel	Clg Sens Btuh	Clg Lat Btuh	Min Clg CFM	Act Sys CFM
—Zone 1—										
1	Front Room	1,386	12,045	157	15-6	546	21,460	1,610	1,468	1,608
2	Rest Rooms	144	210	3	1-4	463	539	0	37	40
3	Central Room	236	317	4	2-5	518	1,884	460	129	141
4	Sound Rm Front Entry	26	73	1	1-2	487	142	0	10	11
	Ventilation		2,981				2,017	3,222		
	Misc Supply Gain						12,000	4,000		
	Misc Return Gain						0	3,024		
	Duct Latent							684		
	Return Duct		822				2,002	684		
	System 1 total	1,791	16,448	165			40,044	13,684	1,643	1,800

System 1 Main Trunk Size: 14x21in.
Velocity: 882ft./min
Loss per 100 ft.: 0.086in.wg

Cooling System Summary

	Cooling Tons	Sensible/Latent Split	Sensible Btuh	Latent Btuh	Total Btuh
Net Required:	4.48	75% / 25%	40,044	13,684	53,728

Rhvac - Light Commercial HVAC Loads
Refrigeration & Electric Svc
Winter Haven, FL 33880-3316
Elite Software Development, Inc.
Vanguard
Page 2

System 2 West End Summary Loads

Component Description	Area Quan	Sen Loss	Lat Gain	Sen Gain	Total Gain
1D-cw-c: Glazing-Double pane, operable window, clear, wood frame, U-value 0.57, SHGC 0.56	72	1,395	0	1,789	1,789
12B-0sw: Wall-Frame, R-13 Insulation In 2 x 4 stud cavity, no board insulation, siding finish, wood studs, U-value 0.097	78	257	0	243	243
16A-30: Roof/Ceiling Combination with Insulation on Roof Deck & under Deck, (also use for Knee Walls and Partition Ceilings), No Radiant Barrier, Any Roofing Material, Any Roof Color, R-38 insulation, U-value 0.026	728.7	793	0	1,819	1,819
22A-pm: Floor-Slab on grade, No edge insulation, no insulation below floor, any floor cover, passive, heavy dry or light wet soil, U-value 1.18	15	602	0	0	0
Subtotals for structure:		3,047	0	3,851	3,851
People:	10		2,300	3,000	5,300
Equipment:			0	0	0
Lighting:	2012			6,861	6,861
Ductwork:		533	847	2,461	3,308
Infiltration: Winter CFM: 0, Summer CFM: 0		0	0	0	0
Ventilation: Winter CFM: 70, Summer CFM: 70		1,751	1,893	1,185	3,078
Supply Misc. Gain:		0	1,000	4,000	5,000
Return Misc. Gain:		0	2,432	0	2,432
AED Excursion:		0	0	3,248	3,248
System 2 West End Load Totals:		5,332	8,472	24,605	33,077

Check Figures

Supply CFM:	1,100	CFM Per Square ft.:	1.509
Square ft. of Room Area:	729	Square ft. Per Ton:	264
Volume (ft³):	8,745		

System Loads

Total Heating Required Including Ventilation Air:	5,332Btuh	5.332MBH
Total Sensible Gain:	24,605Btuh	74%
Total Latent Gain:	8,472Btuh	26%
Total Cooling Required Including Ventilation Air:	33,077Btuh	2.76Tons (Based On Sensible + Latent)

Notes

Rhvac is an ACCA approved Manual J, D and S computer program.
Calculations are performed per ACCA Manual J 8th Edition, Version 2, and ACCA Manual D.
All computed results are estimates as building use and weather may vary.
Be sure to select a unit that meets both sensible and latent loads according to the manufacturer's performance data at your design conditions.

Rhvac - Light Commercial HVAC Loads
Refrigeration & Electric Svc
Winter Haven, FL 33880-3316
Elite Software Development, Inc.
Vanguard
Page 4

System 2 Room Load Summary

Room No	Name	Area SF	Htg Sens Btuh	Min Htg CFM	Run Duct Size	Run Duct Vel	Clg Sens Btuh	Clg Lat Btuh	Min Clg CFM	Act Sys CFM
—Zone 1—										
5	Sound Rm Rear Entry	114	2,500	33	3-5	562	3,799	230	211	230
6	Sound Rm Front	390	505	7	5-8	540	8,763	1,380	488	530
7	Sound Rm Rear	224	309	4	4-5	624	5,628	690	313	340
	Ventilation		1,751				1,185	1,893		
	Misc Supply Gain						4,000	1,000		
	Misc Return Gain						0	2,432		
	Duct Latent							424		
	Return Duct		267				1,230	424		
	System 2 total	729	5,332	43			24,605	8,472	1,012	1,100

System 2 Main Trunk Size: 12x17in.
Velocity: 776ft./min
Loss per 100 ft.: 0.086in.wg

Cooling System Summary

	Cooling Tons	Sensible/Latent Split	Sensible Btuh	Latent Btuh	Total Btuh
Net Required:	2.76	74% / 26%	24,605	8,472	33,077

HVAC GENERAL NOTES:

1. ALL WORK SHALL BE IN ACCORDANCE WITH NFPA 90-A & B, ASHRAE GUIDES "SMACNA" DUCT CONSTRUCTION STANDARDS, & FBC 7TH EDITION (2020).
2. THE RTU AND SPLIT SYSTEM ARE EXISTING. PROVIDE CLEANING AND MAINTENANCE FOR EACH SYSTEM. PROVIDE CLEAN FILTERS UPON PROJECT COMPLETION.
3. DUCT DIMENSIONS SHOWN ARE CLEAR INSIDE DIMENSIONS.
4. ALL AIR SYSTEMS SHALL BE TESTED AND BALANCED BY THE INSTALLING CONTRACTOR. PROVIDE A REPORT TO THE OWNER & LOCAL INSPECTOR.
5. COORDINATE LOCATION OF ALL GRILLS & DIFFUSERS WITH THE CEILING & LIGHTING LAYOUT. THE ARCHITECT SHALL MAKE ALL FINAL LOCATION DECISIONS.
6. ALL DUCTS ARE IN CONDITIONED SPACE. USE GLASS FABRIC AND MASTIC OR UL 181 FOIL TAPE TO SEAL JOINTS. 1" DUCT BOARD IS ACCEPTABLE.
7. PROVIDE CONDENSATE PUMP FOR AH1 AND RUN PIPING TO ROOF DRAIN OR GUTTER.
8. ALL NEW MATERIALS, EQUIPMENT, AND WORKMANSHIP SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR FROM DATE OF ACCEPTANCE.
9. THERMOSTATS SHALL BE 7-DAY PROGRAMMABLE WITH PROGRAMMABLE FAN FEATURE. THERMOSTATS SHALL BE WI-FI COMPATIBLE.
10. EACH SYSTEM HAS AIR FLOW < 2000 CFM, NO DUCT SMOKE DETECTORS ARE NEEDED.

VENTILATION
FBC-2020 MECH 403.3
& ASHRAE 62.4

AREA	OFFICES E	OFFICES W
OCCUPANCY/1000 SQFT	5	5
AREA (SQ FT)	1790	759
CALCULATED OCCUPANCY	9	4
DURATION	> 3 HRS.	> 3 HRS.
OUTSIDE AIR REQUIREMENT	5 CFM/PERSON+ .06 CFM/SQ FT	5 CFM/PERSON+ .06 CFM/SQ FT
MIN. OUTIDE AIR (cfm)	45+107=152	20+46=66
DESIGN OUTSIDE AIR/MIN OA	155/152	70/66

JOB NOTES:

1. AIR SPEED IN SYSTEM 2 IS REDUCED TO AVOID ANY AIR NOISE CREATED AT THE DIFFUSERS OR GRILLES..
2. ANY PENETRATIONS THROUGH SOUND PROOFING WALLS & CEILINGS SHALL BE SEALED WITH GLASS FABRIC & MASTIC. DOUBLE INSULATE EACH PENETRATION TO ABSORB SOUND..
3. THE ROUND DUCT IN THE FRONT ROOM WILL BE EXPOSED. IT SHALL BE EITHER SPIRAL DUCT OR ROUND SNAP LOCK PIPE. COORDINATE WITH GC AND OWNER TO DETERMINE IF THIS EXPOSED DUCT WILL REMAIN UNPAINTED. IF IT IS TO REMAIN UNPAINTED, EXTRA CARE SHALL BE TAKEN DURING INSTALLATION TO PROMPTLY REMOVE ANY MARKS OR HAND PRINTS TO LEAVE A PRISTINE GALVANIZED FINISH.

This item has been electronically signed and sealed by Joe T Strickler, CAC023496 on date indicated in seal; using a Digital Signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

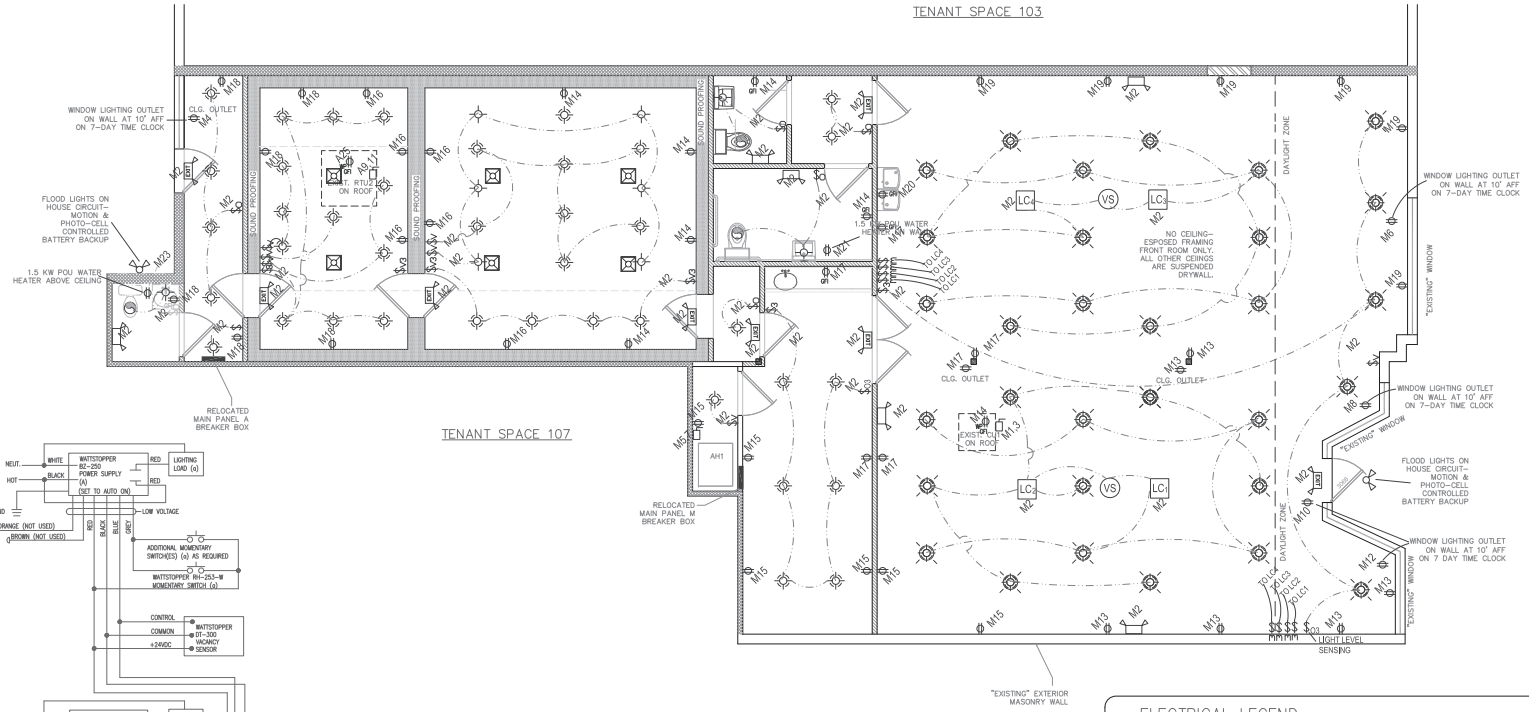
JOE T. STRICKLER
LICENSE
CAC023496
STATE OF FLORIDA
AIR CONDITIONING CONTRACTOR

ENGINEER OF RECORD:
ARKAY ENGINEERING INC.
STRUCTURAL ENGINEERS
1958 E. EDGEWOOD DR. LAKELAND, FLORIDA 33803
PHONE: 863-688-6500 FAX: 863-688-6557
STATE OF FLORIDA CERTIFICATE OF AUTHORIZATION # EB6347
RICHARD L. KIDDEY, P.E. - FLORIDA LICENSE # 37296

RENOVATIONS
1037 FLORIDA AVE S # 105
LAKELAND, FL

SHARRETT CONSTRUCTION
122 E MAIN ST
LAKELAND, FLORIDA 33803
PHONE: (863) 840-9781

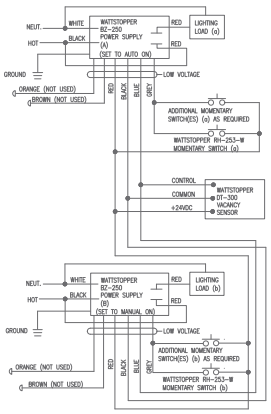
DATE: 09-28-21
SCALE: AS NOTED
JOB # 19657
SHEET
M2
PERMIT SET



ELECTRICAL PLAN

1/4" = 1'-0"

TENANT 105
AREA 2,549 S.F.



LIGHTING CONTROL WIRING DIAGRAM

N.T.S.

NOTE:
MODIFICATION TO THE SCHEMATIC IS PERMITTED BASED ON DEVICES USED AND MANUF. INSTALLATION INSTRUCTIONS PROVIDED THE INTENT OF THE CONTROLS ARE MET AND COMPLY WITH THE REQUIREMENTS OF 2020 FBC 7th ED. ENERGY CONSERVATION CODE. HUBBELL AND LITHONIA ARE APPROVED EQUALS.

JOB ELECTRIC NOTES:

SPACE IS CURRENTLY SERVICED BY TWO SEPARATE METERS. DISCONNECT THE 150 AMP PANEL, REMOVE METER, AND CAP CONDUCTORS. (LEAVE IN PLACE FOR FUTURE USE OF OWNER.) INSTALL AN ACCESSIBLE JUNCTION BOX IN THE EXISTING 200 AMP PANEL FEED AND EXTEND TO THE NEW LOCATION FOR THE EXISTING PANEL. ALL BREAKERS SHALL BE RATED FOR AT LEAST 240 VOLTS.

THE TOTAL KVA OF THE TWO EXISTING SERVICES WAS 62,476. THE NEW CONNECTED LOAD IS SMALLER, SO WE ASSUME THE EXISTING BUILDING SERVICE WILL HANDLE THE LOAD.

Refrigeration & Electric Drafting & Design
660 E Thelma Street
Lake Alfred, FL 33850
863-297-0083 rescovh@acl.com

Panel Name: M
Manufacturer: Sq D
Voltage: 120/240 VAC 1Ph 3W
Cabinet: NEMA 1
A/C Rating: 18,000
Phase: 1
Line to Line V: 240
Amperage: 200 A

LOAD (VA) LGT	A/C	HEAT	RCPT	MISC	Poles	Amps	LOCATION	CKT	A	B	CKT	LOCATION	Amps	Poles	LOAD (VA) LGT	A/C	HEAT	RCPT	MISC
	3144				2	50	Ccu-1	1	##		2	LIGHTING			1233				
	3144				"	"	"	3		##	4	LIGHT-WINDOW			1600				
		4470			2	50	AH-1	5	##		6	LIGHT-WINDOW			1575				
		4470			"	"	"	7		##	8	LIGHT-WINDOW			1575				
		2992			2	35	RTU-2	9	##		10	LIGHT-WINDOW			1575				
		2992			"	"	"	11		##	12	LIGHT-WINDOW			1575				
			1080				RECEPTACLES	13	##		14	RECEPTACLES							540
			1080				RECEPTACLES	15		##	16	RECEPTACLES							1080
			1080				RECEPTACLES	17	##		18	RECEPTACLES							1080
			1080				RECEPTACLES	19		##	20	Water Cooler			1200				
				1500			POU WATER HEAT	21	##		22	SPARE							
				1500			POU WATER HEAT	23		##	24	SPARE							
								25	##		26								
								27		##	28								
								29	##		30								

CONNECTED LOAD SUMMARY (VA)

PHASE	A	B	TOTALS
LGT	4398	5950	10348
A/C	3144	3144	6288
HEAT	7462	7462	14924
RCPT	4500	3250	7740
MISC	1500	1500	3000
LARGEST MOTOR			6288
TOTAL CONNECTED LOAD PER PHASE			
PHASE A	21004 VA		175.03 AMPS
PHASE B	21306 VA		177.55 AMPS

DEMAND LOAD SUMMARY

D.F.	COMMENTS	LOAD
1.25	(2549 sqft @ 3w + window lighting)x1.25	19434 VA
1.00	USE THE LARGER OF A/C OR HEAT	0 VA
1.00		14924 VA
1.00	0.5 D.F. for load>10KVA	7740 VA
1.00		3000 VA
0.25	25% OF LARGEST MOTOR	1572
	TOTAL DEMAND LOAD:	43526 VA
	TOTAL DEMAND CURRENT:	181.4 AMPS

ELECTRICAL LEGEND

- ELECTRICAL OUTLET (110 VOLT, DUPLEX)
- WEATHERPROOF ELECTRICAL OUTLET GROUND FAULT (110 VOLT, DUPLEX)
- 60A/2POLE DISCONNECT
- SWITCH-MANUAL
- SWITCH-MANUAL ON, AUTO OFF W/OVERIDE
- SWITCH-AUTO ON, AUTO OFF W/OVERIDE
- SWITCH-MOMENTARY
- CEILING MOUNT OCCUPANCY SENSOR
- CEILING MOUNT VACANCY SENSOR
- LIGHTING CONTROL POWER PACK
- WALL MOUNT LIGHT FIXTURE W/LED BULB MAX 16W, OWNER SELECTION
- ROUND RECESSED LIGHT FIXTURE W/LED BULB MAX 16W, OWNER SELECTION
- EXHAUST FAN-HVAC INSTALLED 21W
- ELECTRICAL SERVICE PANEL
- EXIT / EMERGENCY LIGHT WITH BATTERY BACKUP 3W
- FLOOD LIGHTS W/LED BULBS 16W MAX EACH
- M1,3 PANEL M, CIRCUITS 1 & 3
- GOOD EARTH LIGHTING FL1242-BK2-11LF1-G 11"Ø MATTE BLACK SURFACE MOUNT LIGHT LED BULB 16W, 1000 LUMENS, 3000 K
- HANGING PENDANT LIGHT=HAMPTON BAY MODEL 60953 (TALULLAH-1 LIGHT MATTE BLACK PENDANT WITH GOLD INTERIOR.) LED BULB 15 W, 1600 LUMEN

ENGINEER OF RECORD:
ARKAY ENGINEERING INC.
STRUCTURAL ENGINEERS
1958 E. EDGEWOOD DR. LAKELAND, FLORIDA 33803
PHONE: 863-688-6500 FAX: 863-688-6557
STATE OF FLORIDA CERTIFICATE OF AUTHORIZATION # EB6347
RICHARD L. KIDDEY, P.E. - FLORIDA LICENSE # 37296

RENOVATIONS
1037 FLORIDA AVE S # 105
LAKELAND, FL

SHARRETT CONSTRUCTION
122 E MAIN ST
LAKELAND, FLORIDA 33803
PHONE: (863) 840-9781

DATE: 09-28-21
SCALE: AS NOTED
JOB # 19657
SHEET
E1
PERMIT SET

GENERAL NOTES:

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2020 FLORIDA BUILDING CODE AND THE 2017 NATIONAL ELECTRICAL CODE. WORK SHALL ALSO COMPLY WITH ALL APPLICABLE RULES AND REGULATIONS OF LOCAL LAWS AND ORDINANCES.

2. CONTRACTOR SHALL MAKE A THOROUGH EXAMINATION OF THE SITE AND THE CONTRACT DOCUMENTS. NO CLAIM FOR EXTRA COMPENSATION WILL BE RECOGNIZED IF DIFFICULTIES ARE ENCOUNTERED WHICH AN EXAMINATION OF SITE CONDITIONS AND CONTRACT DOCUMENTS PRIOR TO EXECUTING CONTRACT WOULD HAVE REVEALED.

3. ELECTRICAL CONTRACTOR SHALL ARRANGE FOR ALL NECESSARY PERMITS, LICENSES, UTILITY COORDINATION, AND INSPECTIONS AS REQUIRED BY THE COUNTY OR UTILITY COMPANY. CONTRACTOR IS RESPONSIBLE FOR ALL EQUIPMENT REQUIRED BY UTILITY COMPANY AND SHOULD INCLUDE NECESSARY COSTS IN BID.

4. CONTRACTOR SHALL LEGIBLY MARK-UP A SET OF 24"x36" DRAWINGS TO REFLECT AS-BUILT CONDITIONS, AND TURN OVER TO ARCHITECT, WITHIN 30 DAYS AFTER THE DATE OF PROJECT ACCEPTANCE. RECORD DRAWINGS OF THE ACTUAL INSTALLATION SHALL BE PROVIDED TO THE BUILDING OWNER.

5. AN OPERATING MANUAL AND MAINTENANCE MANUAL BE PROVIDED TO THE BUILDING OWNER PER FBC ENERGY CODE C405.6.4.2. THE MANUALS SHALL INCLUDE, AT A MINIMUM, THE FOLLOWING:
   - A. SUBMITTAL DATA STATING EQUIPMENT RATING AND SELECTED OPTIONS FOR EACH PIECE OF EQUIPMENT REQUIRING MAINTENANCE.
   - B. OPERATION MANUALS AND MAINTENANCE MANUALS FOR EACH PIECE OF EQUIPMENT REQUIRING MAINTENANCE. REQUIRED ROUTINE MAINTENANCE ACTIONS SHALL BE CLEARLY IDENTIFIED.
   - C. NAMES AND ADDRESSES OF AT LEAST ONE QUALIFIED SERVICE AGENCY.

6. ALL EQUIPMENT INSTALLED SHALL BE LISTED AND LABELED BY A NATIONALL RECOGNIZED TESTING LABORATORY (NRTL) AND/OR LISTED AND LABELED AS AN ASSEMBLY BY AN NRTL PER NEC ARTICLE 90.7.

WIRE/RACEWAY:

1. ALL BRANCH CONDUCTORS SHALL BE COPPER, CONDUCTOR INSULATION SHALL BE DUAL TYPE THHN/THWN 75°C. (167°F) FOR DRY, DAMP, AND WET LOCATIONS. CONDUCTOR INSULATION WITH SINGLE TYPE MARKING. THHN 90°C (194°F) MAY BE USED FOR DRY LOCATIONS ONLY. ALL CONDUCTORS SHALL BE COLOR CODED AS REQUIRED BY NEC AND FURTHER IDENTIFIED AND CODED AS SPECIFIED HEREINAFTER. COLOR CODING SHALL BE BY MEANS OF COLORED INSULATING MATERIAL, COLORED BRAID OR JACKET OVER THE INSULATION OR BY MEANS OF SUITABLE COLORED, PERMANENT, NON-AGING, INSULATING TAPE APPLIED TO CONDUCTORS AT EACH CABINET OR JUNCTION POINT. THE COLOR CODING SHALL BE ACCOMPLISHED AS THE CONDUCTORS ARE INSTALLED. THE FOLLOWING SYSTEMS OF COLOR CODING SHALL BE STRICTLY ADHERED TO:

   A) GROUND LEADS: GREEN

   B) 120/208-240 VOLT UNGROUNDED PHASE WIRES:
      PHASE A: BLACK
      PHASE B: ORANGE (HIGH LEG)
      PHASE C: BLUE
      NEUTRAL: WHITE

   C) 120/208-240 VOLT UNGROUNDED PHASE WIRES:
      PHASE A: BLACK
      PHASE B: RED
      NEUTRAL: WHITE

   THE COLOR CODE ASSIGNED TO EACH PHASE WIRE SHALL BE CONSISTENTLY FOLLOWED THROUGHOUT.

2. THE CONDUCTORS FOR FEEDERS AND BRANCH CIRCUITS COMBINED SHALL BE SIZED FOR A MAXIMUM OF 5 PERCENT VOLTAGE DROP TOTAL PER FBC C405.6.3.

3. ALL INTERIOR BUILDING CONDUCTORS SHALL BE RUN IN THIN WALL CONDUIT. ALL CONDUIT SHALL BE UNDERWRITERS' APPROVED GALVANIZED ELECTRICAL METALLIC TUBING, COUPLINGS AND CONNECTORS SHALL BE STEEL COMPRESSION TYPE. ZINC OR CADMIUM PLATED. BELOW GRADE CONDUITS SHALL BE SCHEDULE 40 PVC WITH RIGID METAL ELBOWS AND RISERS. RIGID METAL CONDUIT BELOW GRADE OR IN CONCRETE SHALL BE COATED WITH BITUMASTIC OR OR SLEEVED WITH 10 MIL POLYETHYLENE. SITE CONDUITS SHALL BE ROUTED AT 24" BELOW GRADE AND CONDUITS ROUTED BELOW BUILDINGS SHALL BE AT 36". EXTERIOR CONDUITS SHALL BE RIGID GALVANIZED STEEL. PENDING OWNER APPROVAL METAL CLAD CABLE (TYPE MC) IS ACCEPTABLE. PROVIDED CABLE IS SUPPLIED WITH AN INSULATED GREEN EQUIPMENT GROUND CONDUCTOR AND MAY ONLY BE USED UNDER THE FOLLOWING CONDITIONS:
   - A) SHORT RUNS IN WALLS.
   - B) BETWEEN OUTLET BOXES IN HUNG OR FURRED CEILINGS, AND FLUSH TYPE LIGHTING FIXTURES AND TROUGH UNITS.
   - C) CONNECTION TO EQUIPMENT IN SHELVING AND SHALL NOT BE USED FOR ANY CIRCUIT WITH OVER A 20 AMP CIRCUIT BREAKER.
   - D) HOME-RUNS OF MULTI-CONDUCTOR CABLE WILL BE ALLOWED. CABLING MUST BE PROPERLY SUPPORTED AND COMPLY WITH ALL NEC CODES. MAXIMUM OF 9 CIRCUITS OR 13 CONDUCTORS IN A HOME-RUN.
   - E) SHALL BE APPROVED FOR BRANCH CIRCUIT WIRING (20 AMPS & UNDER ONLY) IN CEILING SPACES AND WITHIN WALLS.

   METAL CLAD CABLE IS NOT ACCEPTABLE UNDER THE FOLLOWING CONDITIONS:
   - A) BRANCH CIRCUITS OVER 20 AMPS.
   - B) WHERE CABLING WILL BE EMBEDED IN CONCRETE.
   - C) WHERE CABLING WILL BE EXPOSED TO MOISTURE.
   - D) WHERE PROHIBITED BY LOCAL CODE.

4. COMBINING OF CIRCUITS IN SAME RACEWAY, OTHER THAN THOSE INDICATED ON DRAWINGS, WILL NOT BE PERMITTED.

5. ALL RACEWAYS SHALL BE PROPERLY ALIGNED, GROUPED, AND SUPPORTED BY MECHANICAL TYPE "CADDY" CLIPS AT INTERVALS NOT EXCEEDING 8 FEET.

6. ALL RACEWAYS WITH NO. 10 OR 12 AWG PHASE CONDUCTORS FOR RECEPTACLES, LIGHTING FIXTURES AND SIMILAR CIRCUITS SHALL BE PROVIDED WITH A PARITY SIZED GREEN EQUIPMENT GROUND CONDUCTOR. GROUND CONDUCTOR SHALL BE INSTALLED IN ENTIRE RACEWAY SYSTEM INCLUDING WALL SWITCHES AND FLEXIBLE CONDUIT TO LIGHT FIXTURES. EQUIPMENT GROUND CONDUCTOR SIZES FOR CIRCUITS WITH PHASE CONDUCTORS LARGER THAN NO. 12 AWG ARE INDICATED ON DRAWINGS. GROUND CONDUCTORS SHALL BE CONNECTED TO GROUND BUSS IN PANELBOARDS.

7. RACEWAY PENETRATIONS OF FIRE RATED WALLS AND/OR FLOORS SHALL BE SEALED TO MAINTAIN INTEGRITY OF CONSTRUCTION. ALL PRODUCTS, MATERIALS AND METHODS OF INSTALLATION SHALL BE UL APPROVED AND MEET NFPA.

GROUNDING:

1. THE ENTIRE ELECTRICAL SYSTEM SHALL BE COMPLETELY AND EFFECTIVELY GROUNDED AS REQUIRED BY NATIONAL ELECTRICAL CODE. ALL METALLIC RACEWAYS SHALL BE MECHANICALLY AND ELECTRICALLY SECURE AT ALL JOINTS AND AT ALL BOXES, CABINETS, FITTINGS AND EQUIPMENT.

2. THE GROUNDING SYSTEM SHALL BE TESTED BY THE CONTRACTOR. THE RESISTANCE TO GROUND SHALL BE NO MORE THAN (5) OHMS. SUBMIT TEST RESULTS TO ENGINEER. CONTRACTOR SHALL MAKE UPGRADES AND ADDITIONS TO GROUNDING SYSTEM AS REQUIRED TO ACHIEVE THE (5) OHM REQUIREMENT.

3. PROVIDE NO. 6 AWG GROUND CONDUCTOR AT TELEPHONE BOARD AND CONNECTION TO THE MAIN SERVICE ENTRANCE GROUND. PROVIDE 10FT. OF SLACK AT BOARD.

OUTLET BOXES/DEVICES:

1. ALL DEVICES SHALL BE WHITE WITH STAINLESS STEEL COVER PLATES.

2. ALL OUTLET BOXES SHALL BE RIGIDLY MOUNTED AND SHALL BE EQUIPPED WITH SUITABLE SCREW FASTENED COVERS. OPEN KNOCKOUTS OR HOLES IN BOXES SHALL BE PLUGGED WITH SUITABLE BLANKING DEVICE.

3. OUTLET BOXES SHALL BE 4 INCH SQUARE x 2-1/8" DEEP. OUTLET BOXES LOCATED ABOVE THE CEILING SHALL BE LEGIBLY IDENTIFIED WITH BRANCH CIRCUIT NUMBER OF CIRCUIT TERMINATED WITHIN BY MEANS OF BLACK PERMANENT MARKER.

4. RECEPTACLES WITHIN (6) FEET OF A SINK SHALL HAVE GFCI PROTECTION.

SWITCHGEAR:

1. PANELBOARDS SHALL BE MANUFACTURED BY SQUARE 'D' COMPANY, TYPE AS SHOWN ON DRAWINGS OR APPROVED EQUALS: EATON & SIEMENS. FURNISH WITH COPPER BUS BARS, COPPER EQUIPMENT GROUND BUS AND BOLT-ON CIRCUIT BREAKERS.

2. DISCONNECT SWITCHES SHALL BE HEAVY-DUTY TYPE AND MANUFACTURED BY SQUARE 'D' COMPANY OR APPROVED EQUAL. EATON OR SIEMENS. FUSES SHALL BE DUAL ELEMENT, CARTRIDGE TYPE. FUSES SHALL BE BY ONE MANUFACTURER: BUSSMAN "FUSETRON" OR CHASE-SHAWMUT "TRIONIC.

3. INSTALL ENGRAVED PLASTIC-LAMINATE LABELS ON EACH MAJOR UNIT OF ELECTRICAL EQUIPMENT IDENTIFYING PANELBOARD NAME OR EQUIPMENT SERVING. EXAMPLES ARE, PANELBOARDS, DISCONNECT SWITCHES, AND MOTOR STARTERS, I.E. LABELS SHALL BE 1/16" THICK BLACK PLASTIC LAMINATE WITH 3/8" WHITE CORE PLIE LETTERS.

4. PANELBOARD DIRECTORY CARDS SHALL BE TYPEWRITTEN WITH ACCURATE AND CURRENT INFORMATION BY THE CONTRACTOR AT THE END OF CONSTRUCTION.

5. ALL MULTI-WIRE BRANCH CIRCUIT BREAKERS ARE TO BE TIED TOGETHER BY AN IDENTIFIED HANDLE-TIE OR BY A COMMON TRIP CIRCUIT BREAKER PER 2014 NEC SECTION 210.4(B).

6. EACH MULTI-WIRE BRANCH CIRCUIT SHALL BE PROVIDED WITH A MEANS THAT WILL SIMULTANEOUSLY DISCONNECT ALL UNGROUNDED CONDUCTORS AT THE POINT WHERE THE BRANCH CIRCUIT ORIGINATES PER 2014 NEC ARTICLE 210.4(B).

7. ARC ENERGY REDUCTION IS REQUIRED WHERE THE TRIP UNIT IN A CIRCUIT BREAKER IS RATED OR CAN BE ADJUSTED TO 1200 AMPS OR HIGHER.

8. PROVIDE ARC FLASH WARNING LABELS ON ALL SWITCHBOARDS, PANELBOARDS, INDUSTRIAL CONTROL PANELS, METER SOCKET ENCLOSURES, AND MOTOR CONTROL CENTERS THAT REQUIRE EXAMINATION, ADJUSTMENT, SERVICING, OR MAINTENANCE WHILE ENERGIZED PER NEC ARTICLE 110.16.

LIGHTING FIXTURES:

1. THE CONTRACTOR SHALL FURNISH AND INSTALL COMPLETE IN ALL RESPECTS ALL LIGHTING FIXTURES LISTED IN THE FIXTURE SCHEDULE.

2. THE CONTRACTOR SHALL SUBMIT CATALOG CUTS OF ALL THE FIXTURES TO THE ARCHITECT. THESE CUTS SHALL BE SUBMITTED IMMEDIATELY AFTER THE CONTRACTOR HAS RECEIVED AN APPROVED MATERIAL LIST FROM THE ARCHITECT.

3. LED FIXTURES SHALL HAVE 4000 COLOR TEMP.

4. LED DRIVERS SHALL COMPLY WITH UL STANDARD UL1012 AND SHALL HAVE CLASS A SOUND RATING.

5. ALL FIXTURES SHALL BE PROPERLY AND CAREFULLY SUPPORTED AND ALIGNED, AND THE CONTRACTOR SHALL FURNISH AND INSTALL ALL NECESSARY STEEL SHAPES, ETC., FOR SUPPORT OF FIXTURES AS REQUIRED AND DETAILED ON THE DRAWINGS. PROVIDE JUNCTION BOX STEM MOUNTED FROM DECK TO SUPPORT ALL CEILING MOUNTED EXIT LIGHTS.

6. COORDINATE ALL LOCATIONS OF LIGHTING FIXTURES WITH ARCHITECTURAL DRAWINGS.

LIGHTING CONTROL:

1. FUNCTIONAL TESTING SHALL BE EXECUTED BY MANUFACTURER ON ALL CONTROL HARDWARE AND SOFTWARE, PER FBC ENERGY CODE C408.3.1. PRIOR TO PASSING THE FINAL INSPECTION, A FUNCTIONAL TEST OF THE LIGHTING CONTROL SYSTEM IS REQUIRED TO SHOW THAT THE LIGHTING CONTROL SYSTEMS HAVE BEEN TESTED TO ENSURE THAT CONTROL HARDWARE AND SOFTWARE ARE CALIBRATED, ADJUSTED, PROGRAMMED AND IN PROPER WORKING CONDITION IN ACCORDANCE WITH THE CONSTRUCTION DOCUMENTS AND MANUFACTURER'S INSTRUCTIONS PER FBC 7TH EDITION (2020) ENERGY CONSERVATION CHAPTER 4 SECTION C408.3.1. ALL REPORTS SHALL BE SUBMITTED TO ENGINEER FOR REVIEW.

2. DOCUMENTS CERTIFYING THAT THE INSTALLED LIGHTING CONTROLS MEET DOCUMENTED PERFORMANCE CRITERIA OF SECTION C405 ARE TO BE PROVIDED TO THE BUILDING OWNER WITHIN 90 DAYS FROM THE DATE OF RECEIPT OF THE CERTIFICATE OF OCCUPANCY PER FBC ENERGY CODE C408.3.2.

3. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS SHOWING LOCATIONS OF ALL UNITS AND CUT SHEETS FOR ALL DEVICES.

FLORIDA ENERGY CONSERVATION CODE DOCUMENTATION:

1. WITHIN 30 DAYS OF COMPLETION, "AS BUILT" DRAWINGS OF THE ACTUAL INSTALLATION SHALL BE PROVIDED TO THE BUILDING OWNER. THESE SHALL INCLUDE A SINGLE-LINE DIAGRAM OF THE BUILDING ELECTRICAL DISTRIBUTION SYSTEM AND FLOOR PLANS INDICATING LOCATION AND AREA SERVED FOR ALL DISTRIBUTION PER FBC 7TH EDITION (2020) ENERGY CONSERVATION CHAPTER 4, SECTION C405.6.4.1.

2. WITHIN 30 DAYS OF COMPLETION, OPERATING AND MAINTENANCE MANUALS SHALL BE PROVIDED TO THE OWNER, **(THIS APPLIES TO ALL TRADES AND EQUIPMENT SUPPLIERS.)** THESE SHALL INCLUDE AT A MINIMUM THE FOLLOWING:-
   - a. SUBMITTAL DATA STATING EQUIPMENT RATING AND SELECTED OPTIONS FOR EACH PIECE OF EQUIPMENT REQUIRING MAINTENANCE.
   - b. OPERATION MANUALS AND MAINTENANCE MANUALS FOR EACH PIECE OF EQUIPMENT REQUIRING MAINTENANCE. REQUIRED MAINTENANCE ACTIONS SHALL BE CLEARLY IDENTIFIED.
   - c. NAMES AND ADDRESSES OF AT LEAST ONE QUALIFIED SERVICE AGENCY FOR EACH ITEM.

3. PRIOR TO FINAL INSPECTION, PROVIDE EVIDENCE THAT THE LIGHTING CONTROL SYSTEMS HAVE BEEN TESTED TO ENSURE THAT CONTROL HARDWARE AND SOFTWARE ARE CALIBRATED, ADJUSTED, PROGRAMMED AND IN PROPER WORKING CONDITION IN ACCORDANCE WITH CONSTRUCTION DOCUMENTS AND MANUFACTURER'S INSTRUCTIONS PER FBC 7TH EDITION (2020) ENERGY CONSERVATION CHAPTER 4, SECTION C408.3.2.

4. WITHIN 90 DAYS OF CERTIFICATE OF OCCUPANCY, DOCUMENTATION CERTIFYING THAT THE INSTALLED LIGHTING CONTROLS MEET DOCUMENTED PERFORMANCE CRITERIA OF FBC 7TH EDITION (2020) ENERGY CONSERVATION CHAPTER 4 SECTION C405 SHALL BE PROVIDED TO THE BUILDING OWNER.

Vanguard Sound Studio

Transformer to Meter Center

Available Fault Current Calculation

Excon Soft Ver. 7.1
lmp1dis@comcast.net

Utility Fault Current: 42,680 amperes

kVA = 75
E = 240
I = kVA x 1000 / E = trans. FLA = 313

I_{sca} = trans. FLA x 100 x PF / transformer Z =

PF = 99%
Z = 1.50%
I_{sca} = 21,044 amperes

I_{sca} = ampere short-circuit current RMS symmetrical

Point to Point Method — Single Phase 240/120

Length (distance) FEET: L = 73 — Copper In Metal Raceway

'f' factor = 2 x L x I / N x C x E L-N (ASC)

I_{sca} = 42,680
N = 1 (# conductors per phase)

Phase conductor constant: C = 24,137 — Phase Conductor 750 kcmil
Volt Line to Line: E L-L = 240 Volt
f = 1.076

Neutral conductor constant: C = 23,161 — Neutral Conductor 500 kcmil
Volt Line to Neutral: E L-N = 120 Volt
f = 3.363

Multiplier: M = 1 / 1 + f

Line to Line: M = 0.482
Line to Neutral: M = 0.229

Fault Current at Service Equipment

I_{sca} x M = fault current at terminals of main disconnect L-L = 20,562 amperes
I_{sca} x M = fault current at terminals of main disconnect L-N = 9,782 amperes

Fault Current from: Main (Integral to Meter Center) to Panel M — Copper In Metal Raceway — Single Phase

Single Phase Feeder — Length (distance) L = 76

'f' factor = 2 x L x I / N x C x E L-N (ASC)

I_{sca} = 20,562 Phase — 9,782 Neutral
N = 1 (# conductors per phase)

Phase conductor constant: C = 12,844 — Phase Conductor 3/0
Volt Line to Line: E L-L = 240 Volt
f = 1.014

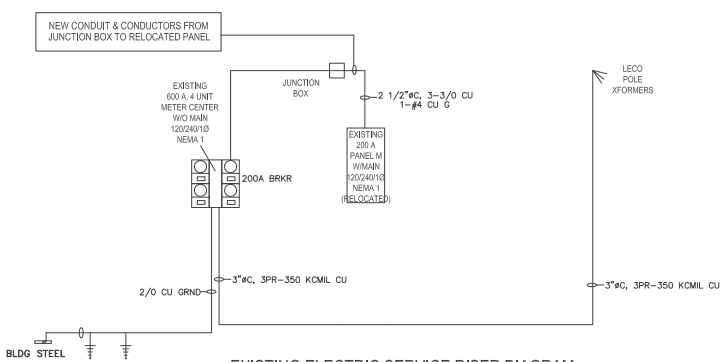
Neutral conductor constant: C = 12,844 — Neutral Conductor 3/0
Volt Line to Neutral: E L-N = 120 Volt
f = 0.965

Multiplier: M = 1 / 1 + f

Line to Line: M = 0.497
Line to Neutral: M = 0.509

I_{sca} x M = fault current at terminal of the panel L-L = 10,210 amperes
I_{sca} x M = fault current at terminal of the panel L-N = 4,979 amperes

Calculation does not include motor contribution



EXISTING ELECTRIC SERVICE RISER DIAGRAM

NOT TO SCALE

ENGINEER OF RECORD:
ARKAY ENGINEERING INC.
STRUCTURAL ENGINEERS
1958 E. EDGEWOOD DR. LAKELAND, FLORIDA 33803
PHONE: 863-688-6500 FAX: 863-688-6557
STATE OF FLORIDA CERTIFICATE OF AUTHORIZATION # EB6347
RICHARD L. KIDDEY, P.E. – FLORIDA LICENSE # 37296

RENOVATIONS
1037 FLORIDA AVE S # 105
LAKELAND, FL

SHARRETT CONSTRUCTION
122 E MAIN ST
LAKELAND, FLORIDA 33803
PHONE: (863) 840-9781

DATE: 09-28-21
SCALE: AS NOTED
JOB # 19657

SHEET
E2

PERMIT SET

SHARRETT CONSTRUCTION
PO Box 8725, Lakeland, FL 33806 • 863.840.9781

Schedule - List - Vanguard Room

1 - 10 of 10 items

ID #	Title	Complete	Phase	Duration	Start	End	Assignees	Accepted	Pending	Declined	Comments	RFIs
1	Framing		--	20 days	Jan 17, 2022	Feb 11, 2022	--	0	0	0	0	0
2	Electrical Rough		--	20 days	Feb 7, 2022	Mar 4, 2022	--	0	0	0	0	0
3	Plumbing Rough		--	15 days	Feb 21, 2022	Mar 11, 2022	--	0	0	0	0	0
4	HVAC Rough		--	15 days	Feb 28, 2022	Mar 18, 2022	--	0	0	0	0	0
5	Insulation		--	10 days	Mar 21, 2022	Apr 1, 2022	--	0	0	0	0	0
6	Drywall		--	15 days	Apr 4, 2022	Apr 22, 2022	--	0	0	0	0	0
7	Electric Trim		--	10 days	Apr 25, 2022	May 6, 2022	--	0	0	0	0	0
8	Plumbing Trim		--	15 days	May 2, 2022	May 20, 2022	--	0	0	0	0	0
9	HVAC Trim		--	10 days	May 9, 2022	May 20, 2022	--	0	0	0	0	0
10	Flooring and Trim		--	14 days	May 23, 2022	Jun 10, 2022	--	0	0	0	0	0

1 - 10 of 10 items

Memo

To: CRA Advisory Board

From: Alis Drumgo, CRA Manager

Date: December 2, 2021

Re: **238 N. Massachusetts Avenue Grant Request**

I. Background:

West Pointe One LLC acquired 238 N. Massachusetts Avenue in April of 2021 for $1million dollars. Some of the prior uses of the property are Seaboard Service Station (1926), Victory Grocery and Monarch Grocery (1938), and Eli Witt Cigars (1947-1968).

The ownership group acquired the space with intent to renovate the building to accommodate a mixed-use redevelopment consisting of commercial office, retail, food and beverage, and residential uses. Prior to sale, the building had been sitting vacant and in disrepair. In 2018, the Gore Building was highlighted as a significant redevelopment opportunity within the Massachusetts Avenue Catalyst Plan.

II. Property Details:

The existing site consists of parcel 24-28-18-201000-007010; totaling approximately 17,860 SF (.41 acres) footprint with approximately 22,000 sf under roof.

Image Courtesy of Google Maps

III. Renovation Costs:

The Developer is planning improvements to include the construction of an elevator and renovations to accommodate first floor retail (restaurant or cafe) and three (3) corporate residential suites. The Developer applied for the Infill Adaptive Reuse (Infill) and EDGE grants, and under the current guidelines, Staff can administratively approve $55,000 total. The proposed improvements are estimated to be $3,132,927 of which approximately $863,780 are eligible for CRA grant funding.

Eligible Items	Cost
Fire Sprinklers	$61,500
Electrical	$359,500
HVAC	$147,880
Plumbing	$212,440
Elevators	$82,460
Total	$863,780

Given the extensive renovation, Staff is recommending approval of up to 10% of the overall project cost, not to exceed $313,000 which is aligned with recent funding requests in the Downtown CRA.

IV. Board Consideration:

At the Board's discretion, to recommend approval as proposed by Staff.

Attachments:

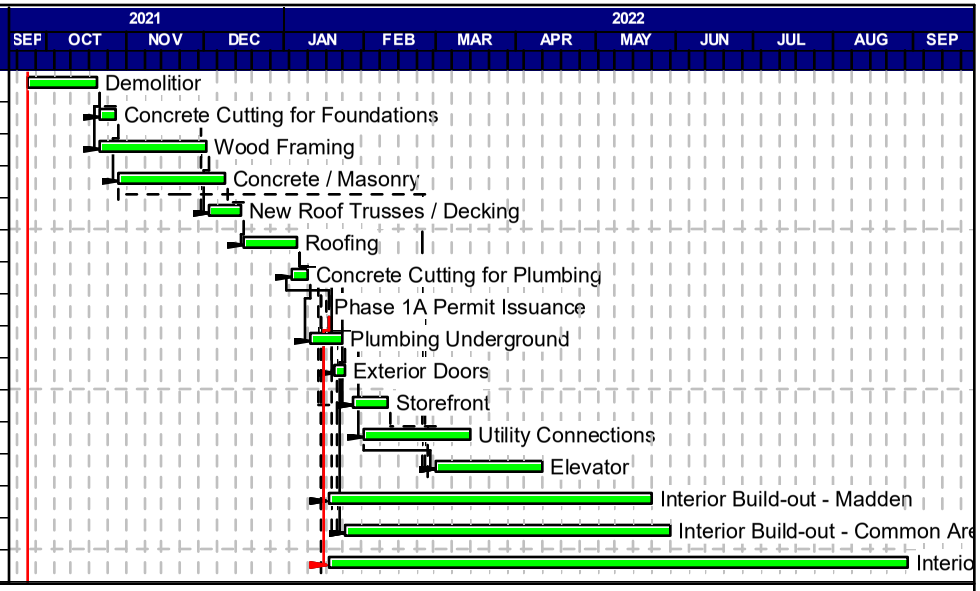
- CRA Application
- Estimated Project Budget
- Project Schedule

Madden Corporate Services, Inc.
Eli Witt Building
schematic budget
11/22/2021

	Common Areas	Madden B/O	2nd Floor	Phase 1
Site Concrete / Sidewalks				$ 35,100
Termite Treatment				$ 10,689
Landscape / Irrigation / Sod				$ 7,500
Utility Connection Allowance				$ 60,000
Asbestos / Lead Paint Mitigation				$ 12,050
Fencing / Decorative Gates				
Demolition / Concrete Cutting		$ 4,000		$ 78,500
Miscellaneous Demolition / Patching	$ 2,500	$ 2,500	$ 5,000	$ 8,500
Concrete / Masonry				$ 176,555
Lightweight Concrete / Gypcrete				$ 6,892
Stairs / Railings / Structural Steel				$ 60,430
Structural Steel @ Tenant C (allowance)				$ 25,000
Wood Trusses				$ 38,085
Framing Material				$ 32,092
Miscellaneous Carpentry	$ 8,500	$ 15,000	$ 10,000	$ 10,000
Wood Framing Labor			$ 4,500	$ 149,900
Millwork		$ 7,650	$ 30,000	
Insulation	$ 5,500	$ 800	$ 14,000	
Roofing				$ 157,200
Windows / Storefront		$ 8,000		$ 181,025
Doors / Frames / Hardware	$ 25,200	$ 14,700	$ 36,000	$ 16,361
Overhead Door				$ 18,560
Stucco / Patching Existing				$ 8,750
Miscellaneous Patching				$ 20,000
Metal Studs / Drywall	$ 36,172	$ 35,602	$ 77,809	
Floorcovering	$ 40,000	$ 10,000	$ 100,000	
Polished Concrete	$ 4,000	$ 30,951		
Wood Floor			$ 100,000	
Painting	$ 11,000	$ 24,000	$ 40,000	$ 15,500
Acoustical Ceilings	$ 3,630	$ 3,630		
Accessories / Fire Extinguishers	$ 5,000	$ 2,500	$ 5,000	
Aluminum Canopy				$ 52,651
Elevator				$ 82,460
Fire Sprinklers	$ 4,000	$ 5,000	$ 7,500	$ 45,000
Plumbing	$ 83,122	$ 47,465	$ 81,853	
HVAC	$ 31,425	$ 45,585	$ 50,570	
Electrical	$ 130,000	$ 152,000	$ 67,500	$ 10,000
Subtotal - all line items	**$ 390,049**	**$ 409,383**	**$ 629,732**	**$ 1,318,800**
General Conditions	**$ 33,154**	**$ 34,798**	**$ 53,527**	**$ 114,297**
5% CM Fee	**$ 21,160**	**$ 22,209**	**$ 34,163**	**$ 71,655**
Subtotal	**$ 444,363**	**$ 466,390**	**$ 717,422**	**$ 1,504,752**

Project Total **$ 3,132,927**

Act ID	Description	Orig Dur	Rem Dur	Early Start	Early Finish	%
1000	Demolition	20	20	24_SEP_21	21_OCT_21	0
1160	Concrete Cutting for Foundations	5	5	22_OCT_21	28_OCT_21	0
1170	Wood Framing	30	30	22_OCT_21	02_DEC_21	0
1060	Concrete / Masonry	30	30	29_OCT_21	09_DEC_21	0
1040	New Roof Trusses / Decking	10	10	03_DEC_21	16_DEC_21	0
1050	Roofing	15	15	17_DEC_21	06_JAN_22	0
1010	Concrete Cutting for Plumbing	5	5	04_JAN_22	10_JAN_22	0
1030	Phase 1A Permit Issuance	1	1	17_JAN_22 *	17_JAN_22	0
1020	Plumbing Underground	10	10	11_JAN_22	24_JAN_22	0
1080	Exterior Doors	3	3	21_JAN_22	25_JAN_22	0
1070	Storefront	10	10	28_JAN_22	10_FEB_22	0
1140	Utility Connections	30	30	01_FEB_22	14_MAR_22	0
1120	Elevator	30	30	01_MAR_22	11_APR_22	0
1090	Interior Build-out - Madden	90	90	18_JAN_22	23_MAY_22	0
1100	Interior Build-out - Common Areas	90	90	25_JAN_22	30_MAY_22	0
1110	Interior Build-out - 2nd Floor	160	160	18_JAN_22	30_AUG_22	0



Start date	24_SEP_21
Finish date	30_AUG_22
Data date	24_SEP_21
Run date	24_SEP_21
Page number	1A

© Primavera Systems, Inc.

- Early bar
- Progress bar
- Critical bar
- Summary bar
- Start milestone point
- Finish milestone point

RODDA CONSTRUCTION, INC.
Eli Witt Building

RODDA CONSTRUCTION, INC.

CITY OF Lakeland
COMMUNITY & ECONOMIC DEVELOPMENT
228 S MASSACHUSETTS AVE
LAKELAND, FLORIDA 33801
863.834.6011

Memo

To: CRA Advisory Board

From: Alis Drumgo, CRA Manager

Date: December 2, 2021

Re: Award of Bid Number 1266, Bay Street Substation Screen Wall

---

I. Background

On November 21, 2017 City Commission approved an acquisition and redevelopment agreement between the Community Redevelopment Agency (CRA) and Framework Group, LLC for the acquisition and redevelopment of the 10-acre site that is now Mirrorton Apartments. As a condition of the agreement, Section 15.B.2 requires the CRA to screen the Bay Street electric substation to improve the corridor aesthetics.

On August 23, 2021, CRA issued Invitation to Bid No. 1266 for the construction of a masonry block wall to screen the substation. The Purchasing Department received five (5) bids, and they were ranked:

Waller Construction	$249,850
Miller Construction Mgmt.	$385,000
Regions Facility Services	$465,910
Ovation Construction Co.	$474,785
Framework Construction	$528,749

Following review of the above bids and application of the City's local vendor preference policy, it was determined that the bid should be awarded to Waller Construction. Notice of Intent to Award

(NOI) was issued on November 4, 2021 with no protest received. Construction is expected to be completed within 120 days of Notice to Proceed.

II. Board Consideration

At the Board's discretion to recommended award of Bid No. 1266 to Waller Group and authorize the appropriate CRA officials to execute the necessary documents to commence the project.

Attachments:

- Invitation to Bid #1266
- Bid Tabulation
- Waller Construction Response
- Notice to Award

BID TABULATION
CITY OF LAKELAND FLORIDA
PURCHASING AND STORES DIVISION
1140 E PARKER STREET
LAKELAND, FL. 33801
PHONE: (863) 834-6780 FAX:(863) 834-6777

Bid Number: 1266
Title: Construction of Lakeland Electric Substation Screening Wall for the Lakeland Community Redevelopment Agency
Date: 9/23/2021 158631

	Bidder:	Waller Construction Inc	Miller Construction Management Inc	Regions Facility Services	Ovation Construction Company	Framwork Construction LLC
	City & State:	Lakeland FL	Lakeland FL	Brooksville FL	Oviedo FL	Tampa FL
A.	Total Firm Bid Price	$249,850.00	$385,000.00	$465,910.00	$474,785.00	$528,749.00

BID SHEET:

CONSTRUCTION OF LAKELAND ELECTRIC SUBSTATION SCREENING WALL

For the
LAKELAND COMMUNITY REDEVELOPMENT AGENCY

AUGUST 23, 2021

BID NO. 1266

THIS BID SHALL BE VALID FOR NINETY (90) DAYS FROM DATE OF OPENING

Company Name Waller Construction, Inc

***Company Address** 1065 South Florida Avenue

City Lakeland **State** Florida **Zip** 33803

Telephone (863) 688-8870 **Fax** (863) 687-0825

E-Mail Address Lori@WallerGroup.com

***If claiming Local Vendor Preference, a valid Local Business Tax Receipt must be provided at the time the response is submitted in order to qualify for such consideration.**

The following Bid is in strict accordance with the **City of Lakeland Invitation to Bid No. 1266, dated August 23, 2021, and all attachments as referenced therein.** The successful bidder will provide any and all labor, supervision, materials, and equipment to perform the required work in complete accordance with the specifications.

A. Total Firm Bid Price for the Construction of Lakeland Electric Substation Screening Wall for the Lakeland Community Redevelopment Agency:

$ 249,850.00

Written Out Two Hundred Forty-Nine Thousand Eight Hundred and Fifty **Dollars**

B. Please State the Name, Address and Telephone Number of the Branch Office that Serves the Lakeland, Florida Area Where Technical Expertise is Available:

Name	Address	Telephone No.
Waller Construction	1065 South Florida Avenue, Lakeland, FL 33803	863-688-8870

C. Additional Materials over and above the written Scope of Work shall be billed at Cost Plus 10 **Percent (%) and substantiated with paid invoices.**

Note: This is not a time and materials contract. The cost plus material rate will only be utilized for materials purchased outside of the written scope of work and Owner approved in writing prior to ordering.

Bid Sheet continued on the next page:

COPY

BID SHEET CONTINUED:

CONSTRUCTION OF LAKELAND ELECTRIC SUBSTATION SCREENING WALL

For the
LAKELAND COMMUNITY REDEVELOPMENT AGENCY

AUGUST 23, 2021

BID NO. 1266

D. Please List a Minimum of Three (3) Projects that your Company Has Performed Within the Past Three (3) Years which are of Equal Size, Scope, Magnitude and Complexity as the Project to be Done for the City of Lakeland. This List shall be Specifically Prepared for this Bid Submittal and Should Include the Name of the Entity and the Name and Telephone Number of a Responsible Individual Qualified to Respond to Questions Concerning Your Company's Abilities, Costs, Schedules, Etc. Note: Prior successful accomplishment of such equal work will be a consideration in determining whether the Bidder is qualified to perform the work specified herein.

	Company Name	Contact Person	Telephone No.
1.	City of Lakeland (Glendale Lab)	Jerry Trout	863-665-6205
2.	City of Haines City (Ben W. Graham Center)	Robert Beltran	863-412-0182
3.	City of Brooksville (Jerome Brown Center)	Angie Whisnant	352-540-3830

E. Please List All Anticipated Subcontractors:

Name of Firm	Address and Telephone		Type of Craft
RG Concrete	561 Lorraine Circle, Lake Wales 33853	863-665-6205	Foundation
G&L Masonry	Plant City	813-293-1792	Block & Brick
Stonework Stucco	802 W Dr. MLK Jr Blvd, Plant City 33563	813-737-7547	Stucco
Williams Fence	934 E Rose St. Lakeland 33801	863-688-1194	Gate

Bid Sheet continued on the next page:

BID SHEET CONTINUED:

CONSTRUCTION OF LAKELAND ELECTRIC SUBSTATION SCREENING WALL

For the
LAKELAND COMMUNITY REDEVELOPMENT AGENCY

AUGUST 23, 2021

BID NO. 1266

F. Rates for Each Classification of Labor (Please list below):

Note: These rates will only be utilized for work outside of the written scope of work that has been Owner approved in writing prior to commencement.

Classification	Straight Time	Overtime
Structural Concrete	$ 45 /Hr.	$ 65 /Hr.
Rebar	$ 45 /Hr.	$ 65 /Hr.
Masonry	$ 45 /Hr.	$ 65 /Hr.
Stucco	$ 45 /Hr.	$ 65 /Hr.
Painting	$ 35 /Hr.	$ 50 /Hr.
	$ /Hr.	$ /Hr.
	$ /Hr.	$ /Hr.
	$ /Hr.	$ /Hr.

G. Schedule:

Work can be started in 30 **calendar day(s) after notification of award.**

Work can be completed in 100 **days after commencement.**

Bid Sheet continued on the next page:

BID SHEET CONTINUED:

CONSTRUCTION OF LAKELAND ELECTRIC SUBSTATION SCREENING WALL

For the
LAKELAND COMMUNITY REDEVELOPMENT AGENCY

AUGUST 23, 2021

BID NO. 1266

Terms of Payment Offered 2% 15 / net 45

Note: Payment shall be made within forty-five (45) days of receipt of invoice in accordance with Florida Statute §218.74, the Local Government Prompt Payment Act.

"I hereby certify that I understand and am aware that the City of Lakeland at its sole discretion reserves the right to waive technicalities or irregularities, to reject any or all bids, and/or to accept that bid which is in the best interest of the City. The award of this bid, if made, may be based on considerations other than total cost and may be awarded based on various considerations, including without limitation; Bidder's experience and/or qualifications, past experience, administration cost, standardization, technical evaluation and oral and/or written presentations as required. The City reserves the right to accept all or part, or to decline the whole, and to award this bid to one (1) or more Bidders. There is no obligation to buy. The bid, if awarded, will be in the judgement of the City the most responsive to the City's needs. The City of Lakeland encourages the use of minority and women-owned businesses as subcontractors or in joint venture arrangements.

If claiming Local Vendor Preference, I certify that the company satisfies each of the following criteria at the time of their submission of a response to the solicitation necessary to qualify as a "Local Business": a vendor, supplier or contractor that: (i) conducts business within the jurisdictional limits of Lakeland Electric's service territory by providing goods, services or construction; (ii) maintains a physical business location within the jurisdictional limits of Lakeland Electric's service territory in an area legally zoned for conducting such business; (iii) conducts business on a daily basis from the local business location; (iv) has conducted business from such location for at least twelve (12) consecutive months prior to the due date for the applicable bid or proposal; and (v) provides a copy of its local business tax receipt, if located within the City of Lakeland, or a copy of its Polk County local business tax receipt, if located outside of the City limits but within Lakeland Electric's service territory."

Please put an "X" or mark N/A: X Local Business

Note: If claiming Local Vendor Preference, a valid Local Business Tax Receipt must be provided at the time the response is submitted in order to qualify for such consideration.

Waller Construction, Inc
Company Name

Authorized Signature

September 23, 2021
Date Signed

Lori Secrist
Name of Contact for Questions
(Please Print or Type)

863-688-8870
Telephone No. of Contact

Indemnification
Contractor

To the fullest extent permitted by laws and regulations, and in consideration of the amount stated on any Purchase Order, the Contractor shall defend, indemnify, and hold harmless the City, its officers, directors, agents, guests, invitees, and employees from and against all liabilities, damages, losses, and costs, direct, indirect, or consequential (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from any acts of negligence, gross negligence or intentional wrongful misconduct in the performance of the work by the Contractor, any Subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the City, or any of its officers, directors, agents, or employees by any employee of the Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the Contractor, or any of his Subcontractors. To the extent this Indemnification conflicts with any provision of Florida Law or Statute, this indemnification shall be deemed to be amended in such a manner as to be consistent with such Law or Statute.

Applicability: It is the express intent of the Contractor that this agreement shall apply for the project(s) or time period indicated below. (Check and complete one):

_____ **Agreement is applicable to all contracts, purchase orders and other work performed for the City of Lakeland for the time period of not more than five (5) years.**

_____ **to** _____.
(Date) **(Date)**

(OR)

✓ **Agreement is limited to Bid #, Purchase Order #, Requisition #** 1266 **,**
or Contract dated _____.

Subrogation: The Contractor and his Subcontractors agree by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor or Subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor or Subcontractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor or Subcontractor enter into such an agreement on a pre-loss basis.

Release of Liability: Acceptance by the Contractor of the last payment shall be a release to the City and every officer and agent thereof, from all claims and liability hereunder for anything

done or furnished for, or relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work of which Contractor has knowledge at the time.

Savings Clause: The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

Waller Construction, Inc
Name of Organization

BY: _____
Signature of Owner or Officer

Lori@WallerGroup.com
E-mail Address

STATE OF : Florida

863.688.8870
Organization Phone Number

COUNTY OF: Polk

The foregoing instrument was acknowledged before me, by means of physical presence this 25th day of October, 2021.

by G. Brian Waller, Pres., of Waller Construction, Inc
Printed Name of Owner / Officer **Corporate or Company Name**

He/She is personally known to me or has produced _____ as
State Drivers License Number

identification, and did _____ / did not ✓ take an oath.

Tamara L Gould
Signature of Person Taking Acknowledgment

Tamara L. Gould
Printed Name of Person Taking Acknowledgment

Tamara L Gould
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG154680
Expires 11/17/2021

_____
Notary Seal

CITY OF LAKELAND

BY: _____ **DATE** _____
Joyce Dias, Risk Management & Purchasing Director

Revised: January 11, 2021

CITY OF Lakeland
RISK & PURCHASING

RISK MANAGEMENT & PURCHASING
1140 EAST PARKER STREET
LAKELAND, FL 33801

ADDENDUM NO. 1

INVITATION TO BID

CONSTRUCTION OF LAKELAND ELECTRIC SUBSTATION SCREENING WALL

For the
LAKELAND COMMUNITY REDEVELOPMENT AGENCY

SEPTEMBER 8, 2021

BID NO. 1266

The purpose of this addendum is to advise all interested parties of the following revisions and/or clarifications and to transmit the information as noted below:

1. **Questions and Answers (Attached).**
2. **GPR and Geotech Reports (Attached).**
3. **Bid Due Date Has Been Extended To: 3:00 p.m. – Monday – October 25, 2021**

Note: All addenda shall be acknowledged in the Bid submittal, therefore please sign the bottom of this page ** and return with the Bid submittal.

All other items remain unchanged.

Tara T. Walls

Tara T. Walls, CPPB
Senior Purchasing Agent

Cc: Alis Drumgo
File

****ADDENDUM #1 is hereby "ACKNOWLEDGED"**

Signature	Title	Company Name	Date
	Business Development	Waller Construction, Inc	10/25/2021

Bond No.: N/A

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
Waller Construction, Inc.
1065 S. Florida Avenue, Suite 1
Lakeland, FL 33803

as Principal, hereinafter called the Principal, and
Nationwide Mutual Insurance Company
1100 Locust Street, Dept. 2006
Des Moines, IA 50391-2006

a corporation duly organized under the laws of the State of **OH**
as Surety, hereinafter called the Surety, are held and firmly bound unto
City of Lakeland, FL
1140 E Parker Street,
Lakeland, FL 33801

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of Amount Bid in U.S. Dollars ($5%)** for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a bid for
Construction of Lakeland Electric Substation Screening Wall; Bid No. 1266
East Bay Street, Lakeland, FL. 33801

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed October 25, 2021

Waller Construction, Inc.

(Witness)

Nationwide Mutual Insurance Company

(Witness)

David B. Shick, Attorney-In-Fact and
Licensed FL Resident Agent #A241176

SEAL

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation
Allied Property and Casualty Insurance Company, an Iowa corporation
AMCO Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

DAVID BRYAN SHICK

TAMPA FL

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

FOUR MILLION AND NO/100 DOLLARS **$ 4,000,000.00**

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

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27th day of February, 2019.

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss
On this 27th day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Suzanne C. Dello
Notary Public, State of New York
No. 02DE6126649
Qualified in Westchester County
Commission Expires September 16, 2021

Notary Public
My Commission Expires
September 16, 2021

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 25th day of October, 2021

Laura B. Guy
Assistant Secretary

BDJ 1(02-19)00

28980

Policy Number:

Date Entered: 7/1/2021

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/22/2021

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

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

PRODUCER
Waller Insurance Partners, Inc.
1065 S. Florida Ave.
Suite 2
Lakeland, FL 33803

CONTACT NAME: Dorothy Leavitt dleavitt@thinkwaller.com
PHONE (A/C, No, Ext): (863) 510-5155 FAX (A/C, No): (863) 510-5415
E-MAIL ADDRESS: commercial@thinkwaller.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Southern Owners Insurance Company	10190
INSURER B: Owners Insurance Company	32700
INSURER C: American Interstate Insurance Co.	31895
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Waller Construction, Inc.
1065 South Florida Avenue
Lakeland, FL 33803

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC OTHER:	X	X	72262409	7/1/2021	7/1/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X	X	50-400464-00	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							PIP	$ 10,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0	X	X	50-400464-01	7/1/2021	7/1/2022	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		AVWCFL2879632021	4/1/2021	4/1/2022	[X] PER STATUTE [X] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

RE: BID NO 1266 Construction of Lakeland Electric Substation Screening Wall
City of Lakeland is named as an Additional Insured with respects to General Liability, Auto Liability, and Umbrella Liability on a primary and non-contributory basis. Products and Completed Operations is included with General Liability. Waiver of Subrogation in favor of the City of Lakeland with respects to General Liability, Auto Liability, and Umbrella Liability as required by a written contract. 30 days notice of cancellation, nonrenewal, or adverse change in coverage, except 10 days notice for non-payment of premium.

CERTIFICATE HOLDER

City of Lakeland
Risk Management & Purchasing
1140 East Parker Street
Lakeland FL 33801

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Robert J. Dallis

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CITY OF LAKELAND

BUSINESS TAX RECEIPT

Business Tax Office, 228 S Massachusetts Ave., Lakeland, FL 33801

Expires on: 9/30/2022

Account Number: 1369974
Workers: 11
Square Footage: 8,000
Fee: $352.22

Location Address
1065 S FLORIDA AV #2

This business tax receipt does not permit the holder to operate in violation of any City law, ordinance or regulation. Any change in location or ownership must be approved by the City Business Tax Section, subject to zoning restrictions. This Receipt does not constitute an endorsement, approval or disapproval of the holder's skill or competence or of the compliance or noncompliance of the holder with other laws, regulations or standards.

Business Name & Mailing Address
WALLER CONSTRUCTION INC

GEORGE BRIAN WALLER, OWNER
PO BOX 2963
LAKELAND,FL 33806

R. Burton Rowles

RECEIPT MUST BE CONSPICUOUSLY DISPLAYED IN YOUR PLACE OF BUSINESS

VALID ONLY WHEN SIGNED

Memo

To: CRA Advisory Board

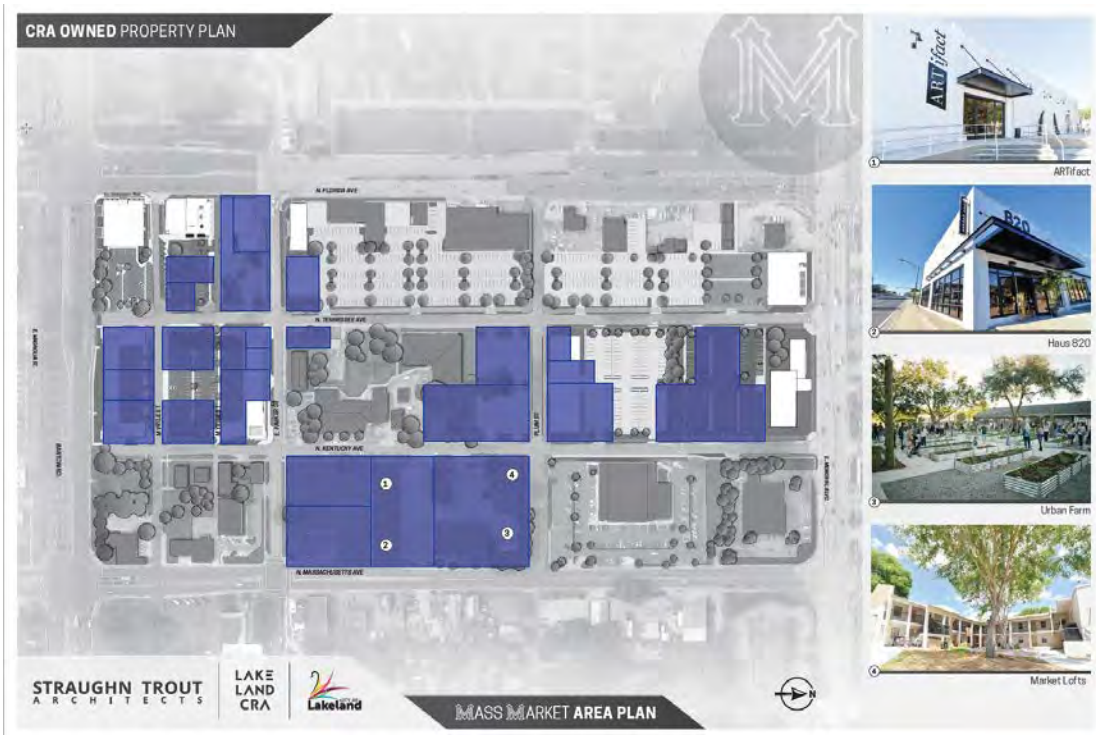
From: Alis Drumgo, CRA Manager

Date: December 2, 2021

Re: **215 E. Parker Street Acquisition**

I. Background

The Lakeland Community Redevelopment Agency (CRA) has executed projects in the Parker Street neighborhood successfully over the last decade to include supporting renovations of the Tax Collector's Building, Nujak's Office and the Parker Street Ministries Campus. In addition, the CRA acquired and redeveloped Mass Market, Crystal's World of Dance and constructed Yard on Mass. The Well is complete and tenant move-in happens this week. Continued efforts



to plan for redevelopment of the neighborhood have led to a number of acquisitions which include all properties shown in purple on the enclosed map. At this time, Staff continues to assemble properties in order to move forward with a large-scale project on properties south of Parker Street between N. Tennessee and N. Kentucky to the Intown Bypass. At last month's regular meeting, the Board approved the acquisition of 210 E. Myrtle Street and closing occurred on 11/23. There is one remaining property to complete the full block.

II. Property Details

The property of interest consists of parcel 24-28-18-203000-015101; totaling approximately 6316 sq. ft. (0.145 acres) of vacant land. The Property Appraiser has an assessment of $15,246. In July, Staff obtained a restricted appraisal with an estimated value of $30,000.

III. CRA Acquisition Policy

Resolution CRA2006-2 allows for acquisition of property upon the identification of property that will support the implementation of the redevelopment plan. The following factors are to be considered in the decision:

- Proposed purchase price and terms
- Availability of funding
- Location of the property
- Purpose for purchasing the property
- Any other factors bearing upon the decision to purchase or forego the purchase of the property.

IV. Terms

Staff tried unsuccessfully to acquire the subject property earlier this year, continued to send mailers to the owner, but there was no response. The property is key to area redevelopment and continues to be a hotbed for unwanted activity. Currently, there is an opportunity for a quick closing provided the title is clear.

- $35,000 purchase price
- $3,000 assignment fee
- Buyer to pay closing costs
- Closing date of December 22nd

V. Board Consideration

Staff is seeking authorization to finalize acquisition of the subject property with guidance from the City Attorney's Office.

Attachments:

- Contract
- CRA Acquisition Policy

Vacant Land Contract

1. **Sale and Purchase ("Contract"):** *BESSIE R. WELLS and JACQUELINE SUZETTE BLOUNT* ("**Seller**") and *BRANMORTY PROPERTIES, LLC or Assigns* ("**Buyer**") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property") described as:
   Address: *215 East Parker Street, Lakeland, FL 33801*
   Legal Description: *SCHIPMANS SURVEY DB G PG 360 361 BLK 15 LOTS 10 TO 12 N 70 FT*
   SEC ___/TWP /___/RNG ___ of *POLK* County, Florida. Real Property ID No.: *24-28-18-203000-015101*
   including all improvements existing on the Property and the following additional property: _____

2. **Purchase Price:** (U.S. currency) ..... $ *35,000.00*
   All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
   Escrow Agent's Name: *ABEL PUTNAM, Esquire*
   Escrow Agent's Contact Person: _____
   Escrow Agent's Address: *P.O. Box 3545, Lakeland, FL 33802*
   Escrow Agent's Phone: _____
   Escrow Agent's Email: _____

   (a) Initial deposit ($0 if left blank) (**Check if applicable**)
   ☐ accompanies offer
   ☒ will be delivered to Escrow Agent within *3* days (3 days if left blank) after Effective Date ..... $ *1,000.00*
   (b) Additional deposit will be delivered to Escrow Agent (**Check if applicable**)
   ☐ within _____ days (10 days if left blank) after Effective Date
   ☐ within _____ days (3 days if left blank) after expiration of Due Diligence Period ..... $ _____
   (c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) ..... $ _____
   (d) Other: _____ ..... $ _____
   (e) Balance to close (not including **Buyer's** closing costs, prepaid items, and prorations) to be paid at closing by wire transfer or other Collected funds ..... $ *34,000.00*

   (f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): _____ prorating areas of less than a full unit. The purchase price will be $_____ per unit based on a calculation of total area of the Property as certified to **Seller** and **Buyer** by a Florida licensed surveyor in accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the calculation: _____

3. **Time for Acceptance; Effective Date:** Unless this offer is signed by **Seller** and **Buyer** and an executed copy delivered to all parties on or before *November 19, 2021*, this offer will be withdrawn and **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter-offer.**

4. **Closing Date:** This transaction will close on *December 22, 2021* ("Closing Date"), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, **Buyer** will immediately return all **Seller** provided documents and other items.

5. **Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

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("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

6. Financing: (Check as applicable)

(a) ☒ **Buyer** will pay cash for the Property with no financing contingency.

(b) ☐ This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be returned.

(1) ☐ **New Financing: Buyer** will secure a commitment for new third party financing for $ _____ or _____% of the purchase price at (**Check one**) ☐ a fixed rate not exceeding _____% ☐ an adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.

(2) ☐ **Seller Financing: Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of $_____, bearing annual interest at _____% and payable as follows: _____

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

(3) ☐ **Mortgage Assumption: Buyer** will take title subject to and assume and pay existing first mortgage to _____ LN#_____ in the approximate amount of $_____ currently payable at $_____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____% which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or the assumption/transfer fee exceeds $_____, either party may elect to pay the excess, failing which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this Contract will terminate; and **Buyer's** deposit(s) will be returned.

7. Assignability: (Check one) Buyer ☒ may assign and thereby be released from any further liability under this Contract, ☐ may assign but not be released from liability under this Contract, or ☐ may not assign this Contract.

8. Title: Seller has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special warranty deed ☐ other (specify) _____, free of liens, easements, and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____, provided there exists at closing no violation of the foregoing.

(a) Title Evidence: The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at

(**Check one**) ☐ **Seller's** ☒ **Buyer's** expense and

(**Check one**) ☐ within _____ days after Effective Date ☒ at least *3* _____ days before Closing Date,

(**Check one**)

(1) ☒ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the

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amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

(2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) Title Examination: After receipt of the title evidence, **Buyer** will, within ***3*** days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within ***30*** days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) Survey: Buyer may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

(d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

9. Property Condition: Seller will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) Inspections: (Check (1) or (2))

(1) ☐ **Due Diligence Period: Buyer** will, at **Buyer's** expense and within _____ days (30 days if left blank) ("Due Diligence Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

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(2) ☒ **No Due Diligence Period:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to **Buyer**. This Contract is not contingent on **Buyer** conducting any further investigations.

(b) **Government Regulations:** Changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has expired or if Paragraph 9(a)(2) is selected.

(c) **Flood Zone:** **Buyer** is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☒ **Buyer** waives the right to receive a CCCL affidavit or survey.

10. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) **Seller Costs:**

Taxes on deed
Recording fees for documents needed to cure title
Title evidence (if applicable under Paragraph 8)
Estoppel Fee(s)
Other: _____

(b) **Buyer Costs:**

Taxes and recording fees on notes and mortgages
Recording fees on the deed and financing statements
Loan expenses
Title evidence (if applicable under Paragraph 8)
Lender's title policy at the simultaneous issue rate
Inspections
Survey
Insurance
Other: _____

(c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be paid in installments, ☐ **Seller** ☐ **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) **PROPERTY TAX DISCLOSURE SUMMARY:** **BUYER** SHOULD NOT RELY ON THE **SELLER'S** CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT **BUYER** MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

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IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

(f) Foreign Investment in Real Property Tax Act ("FIRPTA"): If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.

(g) 1031 Exchange: If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

11. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this Contract.**

12. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this Contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.

13. Force Majeure: **Seller** or **Buyer** will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

14. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

15. Complete Agreement; Persons Bound: This Contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and Broker.

16. Default and Dispute Resolution: This Contract will be construed under Florida law. This Paragraph will survive closing or termination of this Contract.

(a) Seller Default: If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this Contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting

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from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

(b) Buyer Default: If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this Contract.

17. Attorney's Fees; Costs: In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

18. Escrow Agent; Closing Agent: Seller and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

19. Professional Advice; Broker Liability: Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value. Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive closing.

20. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

21. Brokers: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to closing agent: Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by **Seller** or listing broker to cooperating brokers.

327* ***NO BROKERS*** ***NO BROKERS***

328 **Seller's** Sales Associate/License No. **Buyer's** Sales Associate/License No.

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Seller's Sales Associate Email Address	**Buyer's** Sales Associate Email Address
Seller's Sales Associate Phone Number	**Buyer's** Sales Associate Phone Number
Listing Brokerage	**Buyer's Brokerage**
Listing Brokerage Address	**Buyer's Brokerage Address**

22. Addenda: The following additional terms are included in the attached addenda and incorporated into this Contract (**Check if applicable**):

☐ A. Back-up Contract

☐ B. Kick Out Clause

☐ C. Other _____

23. Additional Terms: _____

Buyer agrees to pay all closing costs, except for Seller's prorated real property taxes for 2021 and Seller's attorney's fees.

COUNTER-OFFER/REJECTION

☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).

☐ Seller rejects Buyer's offer

This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before signing.

Buyer: _____ Date: _____

Print name: _____

Buyer: _____ Date: _____

Print name: _____

Buyer's address for purpose of notice:

Address: _____

Phone: _____ Fax: _____ Email: _____

Seller: _____ Date: _____

Print name: _____

Seller: _____ Date: _____

Print name: _____

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 7 of 8 pages.

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378 **Seller's** address for purpose of notice:

379* Address: _____

380* Phone: _____ Fax: _____ Email: _____

381* **Effective Date: _____ (The date on which the last party signed or initialed and delivered the**
382 **final offer or counter-offer.)**

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RESOLUTION NO. CRA2006-2

PROPOSED RESOLUTION NO. CRA06-02

A RESOLUTION OF THE LAKELAND COMMUNITY REDEVELOPMENT AGENCY; REPEALING RESOLUTION CRA2005-1; MAKING FINDINGS; ADOPTING A REAL PROPERTY ACQUISITION POLICY FOR THE COMMUNITY REDEVELOPMENT AGENCY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Lakeland Community Redevelopment Agency finds it necessary from time to time to purchase or otherwise acquire real property from various private and public landowners as a part of the implementation of the community redevelopment plans for the several community redevelopment areas within the City of Lakeland; and

WHEREAS, it is necessary to establish a procedure by which real property acquisitions can be accomplished in a timely and efficient fashion;

NOW, THEREFORE, BE IT RESOLVED BY THE LAKELAND COMMUNITY REDEVELOPMENT AGENCY:

SECTION 1. The foregoing findings are hereby adopted and incorporated herein by reference.

SECTION 2. The real property acquisition policy attached hereto as Attachment "A" and incorporated herein by reference is hereby approved and adopted by the Lakeland Community Redevelopment Agency.

SECTION 3. If any word, sentence, clause, phrase, or provision of this Resolution, for any reason, is held to be unconstitutional, void, or invalid, the validity of the remainder of this Resolution shall not be affected thereby.

SECTION 4. Resolution CRA2005-1 is hereby repealed. All other resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 5. This resolution shall become effective upon passage.

PASSED AND CERTIFIED AS TO PASSAGE this 20th day of February, A.D. 2006.

RALPH L. FLETCHER, CHAIR

ATTEST:
KELLY S. KOOS
CLERK

APPROVED AS TO FORM AND CORRECTNESS:
TIMOTHY J. McCAUSLAND
ATTORNEY TO CRA

CITY OF LAKELAND FLORIDA INCORPORATED JAN. 1, 1885

ATTACHMENT "A"

ACQUISITION POLICY

1. The Lakeland Community Redevelopment Agency shall from time to time adopt a budget for real property acquisitions.

2. Upon the identification of potential real property acquisitions which would assist in the implementation of one or more of the City's redevelopment plans, the CRA Coordinator or the LDDA Executive Director shall schedule a meeting with the appropriate CRA Advisory Board to discuss the potential purchase. Factors that shall be taken into consideration shall include:
    a. Proposed purchase price and terms;
    b. Whether budgeted funds are available for the purchase;
    c. Location of the property;
    d. Purpose for purchasing the property;
    e. Any other factor bearing upon the decision to purchase or forego the purchase of the property.

3. Upon the recommendation of the appropriate Advisory Board to go forward with a purchase, the CRA Coordinator or the LDDA Executive Director, with legal assistance from the City Attorney's Office as necessary, shall have the authority in their respective redevelopment areas to enter into contracts for the purchase of targeted properties and to execute all necessary closing documentation to finalize transactions.

4. Notwithstanding the above, in those circumstances when the opportunity to purchase a property will be lost before a meeting of the appropriate Advisory Board can be convened and properly noticed, the CRA Coordinator or LDDA Executive Director shall have the authority to enter into contracts for the purchase of specific properties in their respective areas provided such contracts contain sufficient conditions to allow the approval of the appropriate Advisory Board prior to becoming fully binding.

5. The procedure outlined herein is not intended as the exclusive means for acquiring properties. Any other legal method for acquiring real property may be utilized as the circumstances warrant.