

TAB 3

**CRA ADVISORY BOARD  
JUNE 9, 2009  
MEETING**

**COMMENTS AND  
RECOMMENDATIONS**

**License Agreement for North River Little League**

**The CRA Advisory Board unanimously voted to recommend that the License Agreement be approved.**

## AGREEMENT

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between The Palmetto Community Redevelopment Agency, a public body corporate and politic ("CRA") and the North River National Little League, Inc., a Florida non-profit corporation ("Little League").

### R E C I T A L S:

A. CRA owns the property described on Exhibit A attached hereto and hereby made a part of this Agreement (the "Property").

B. Located upon the Property is a building ("Building") in which Little League desires to store personal property in order to further its purposes of providing activities to the youth of the City of Palmetto and surrounding communities.

C. As an accommodation to Little League, CRA has agreed to allow Little League to store its personal property in the Building so long as CRA has access to the Property throughout the term provided for herein.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. The foregoing Recitals are true and correct and are incorporated into this Agreement by reference.

2. The Little League shall be entitled to limited access to the Property for the sole purpose of managing, working with and removing the personal property stored in the Building, for a period commencing upon execution of this Agreement and extending for a period of two (2) years, at which time exclusive possession of the Property must be delivered to CRA. Notwithstanding the above terms, either party may terminate this Agreement at anytime upon ninety (90) days written notice delivered to the other party. Little League may not assign its rights hereunder. At the expiration of its occupancy, Little League shall surrender the Property in as good state and condition as existed at the commencement of this Agreement, reasonable use and wear thereof and damages by the elements excepted.

3. Little League shall pay to CRA the sum of ONE DOLLAR (\$1.00) for the use of the Building during the term provided herein.

4. Little League shall maintain Commercial General Liability and Property Insurance for the Property. Said Commercial General Liability and Property Insurance policy or policies shall list the CRA as an additional insured, shall include Bodily Injury and Property Damage, Personal Injury and Advertising liability with the following limits: \$1,000,000.00 each occurrence / \$1,000,000.00 general aggregate, and shall waive the insurer's right of subrogation against the CRA. The Building Property Insurance shall have a replacement value of at least \$150,000.00 and shall list the CRA as an additional insured. Little League shall provide the CRA with a Certificate of Liability Insurance

on or before the date of execution of this Agreement. Little League may, as an option, reimburse the City of Palmetto for its pro-rata share of Property Insurance maintained by the City of Palmetto (approximately \$208.66 per month).

5. CRA will have full access to all areas of the Property at all times. CRA shall not disturb or move Little League's personal property. Once Little League's personal property is removed, Little League will relinquish all access to the Property and deliver all keys and any other access devices for the Building to CRA.

6. This Agreement does not create a landlord/tenant relationship, but constitutes a mere license in favor of Little League to occupy the Property in strict accordance with the terms and conditions of this Agreement.

7. Little League shall make no alterations or improvements to the Property.

8. Little League shall pay for all utility costs incurred by their use of the Building or Property throughout the term of this Agreement, including any costs related to hook up of utilities.

9. Little League shall, at its sole expense, keep and maintain the Building and appurtenances in their current condition and state of repair during the term of this Agreement. In particular, Little League shall keep the fixtures and appliances in the Building in their present condition. CRA shall be responsible for the lawn and landscaping. CRA shall have no obligation or duty to repair, replace or maintain any of the improvements, fixtures or personal property located on the Property during the term hereof, nor to maintain the systems located in the Building on the Property.

10. CRA shall not be liable to Little League or to any other person for any damages to, or loss or destruction of, property, assets or rights of any kind, or for injury to or death of any person upon the Property arising from any cause whatever; and, subject to limitations provided by law and without in any way waiving any sovereign immunity provided by law, Little League shall indemnify and hold harmless CRA from and against any and all liabilities, claims, damages, expenses, fees, fines and penalties arising from any such damage, loss, destruction, injury or death, or arising from or in any way connected with Little League's use, occupancy, management or control of the Property.

11. This Agreement shall be construed under Florida law. The venue of any action or suit brought in connection herewith shall be in Manatee County. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. This Agreement may not be altered or modified except in a written agreement signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto set their respective hands and affixed their seals on the day and year indicated below.

**Signed, sealed and delivered  
in the presence of:**

<p>_____ Signature</p> <p>_____ Print Name</p> <p>_____ Signature</p> <p>_____ Print Name</p>	<p><b>PALMETTO COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic</b></p> <p>By: _____ _____ As its: _____</p> <p>ATTEST: _____ Jim Freeman, City Clerk</p> <p><b>Date Executed:</b> _____, 2009</p>
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<p>_____ Signature</p> <p>_____ Print Name</p> <p>_____ Signature</p> <p>_____ Print Name</p>	<p><b>North River National Little League, Inc., a Florida non-profit corporation</b></p> <p>By: _____ Print Name: _____ As its: _____</p> <p><b>Date Executed:</b> _____, 2009</p>
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EXHIBIT "A"

COMMENCE AT AN IRON PIPE MARKING THE INTERSECTION OF THE EAST LINE OF LOT 9 OF THE "SUBDIVISION OF LOT 7 OF BLOCK E, LAMB'S PLAT", AS RECORDED IN PLAT BOOK 2, PAGE 68 PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND THE EXISTING NORTH RIGHT-OF-WAY OF 5<sup>TH</sup> STREET (MYRTLE ST.) THENCE RUN NORTH ALONG THE EAST LINE OF SAID LOT 9, 17.60 FEET FOR A POINT OF BEGINNING, THENCE CONTINUE NORTH, ALONG SAID EAST LINE AND THE EASTERLY EDGE OF AN EXISTING CONCRETE BLOCK BUILDING, 62.60 FEET TO THE NORTHEAST CORNER OF SAID LOT 9, THENCE RUN WEST, ALONG THE NORTH LINE OF LOTS 7, 8 AND 9, 44.50 FEET, THENCE RUN SOUTH, PARALLEL WITH THE EAST LINE OF SAID LOT 9, 62.60 FEET, THENCE RUN EAST PARALLEL WITH THE NORTH LINE OF SAID LOT 9, 44.50 FEET TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 14, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA.

AND ALSO

COMMENCE AT AN IRON PIPE MARKING THE INTERSECTION OF THE EAST LINE OF LOT 9 OF THE "SUBDIVISION OF LOT 7 OF BLOCK E, LAMB'S PLAT", AS RECORDED IN PLAT BOOK 2, PAGE 68 PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND THE EXISTING NORTH RIGHT-OF-WAY OF 5<sup>TH</sup> STREET (MYRTLE ST.) FOR A POINT OF BEGINNING; THENCE RUN NORTH ALONG THE EAST LINE OF SAID LOT 9, 17.60 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED AND RECORDED IN O.R. BOOK 1036, PAGE 1316, AFORESAID PUBLIC RECORDS; THENCE RUN WEST ALONG THE SOUTH LINE OF SAID CERTAIN PARCEL 44.50 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE RUN SOUTH, PARALLEL WITH THE EAST EXISTING LINE OF SAID LOT 9, 17.60 FEET TO THE INTERSECTION WITH THE EXISTING NORTH RIGHT-OF-WAY OF SAID 5<sup>TH</sup> STREET (MYRTLE ST.), THENCE RUN EAST, ALONG SAID EXISTING NORTH RIGHT-OF-WAY 44.50 FEET TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 14, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA.

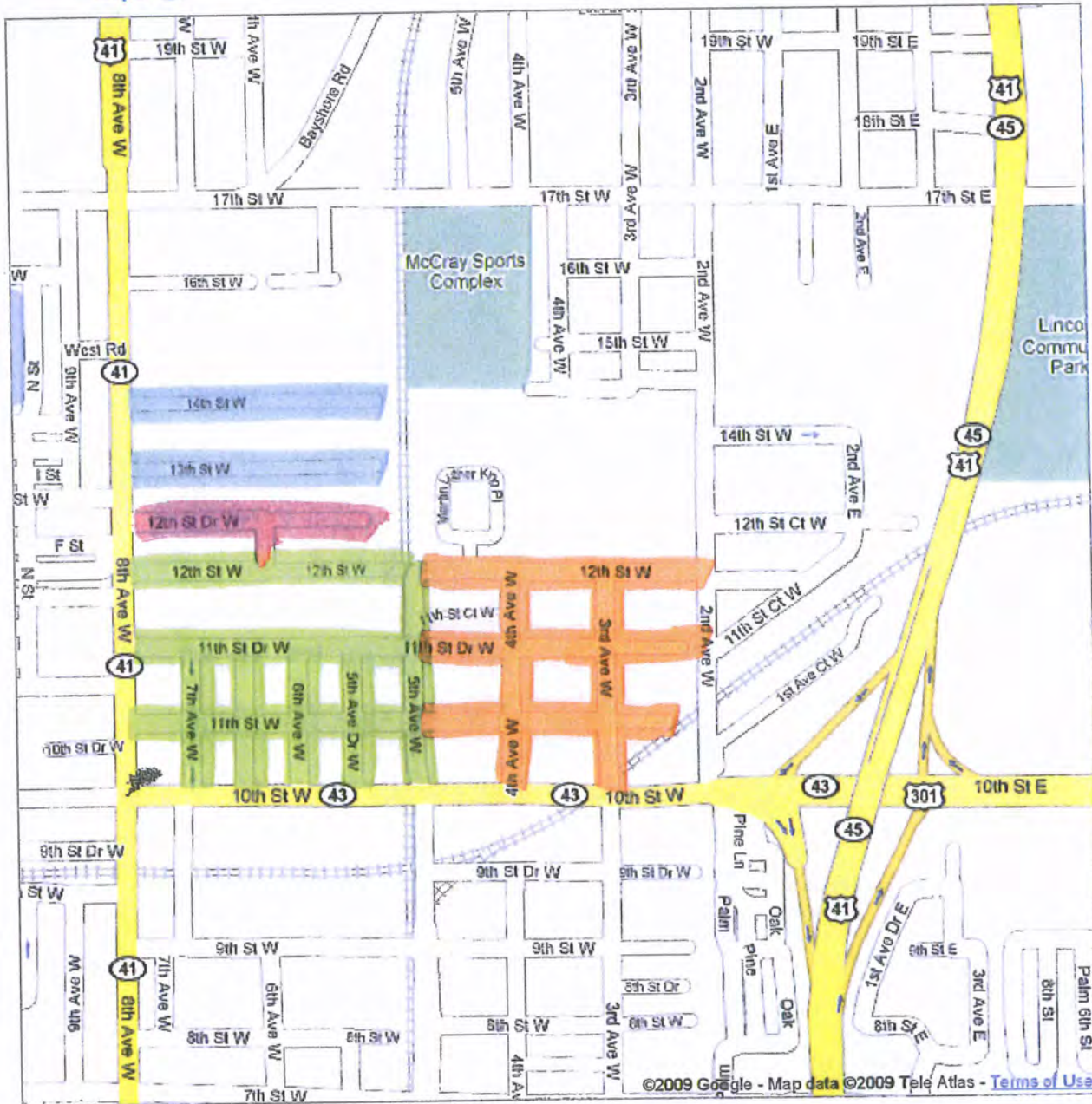





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 WARD I PHASE I - COMPLETE

 WARD I PHASE II - ENGINEERING UNDERWAY

 OAKRIDGE APTS - NEW INFRASTRUCTURE (\$2000)

 \*  12<sup>th</sup> ST DR W - SUBJECT OF CHANGE ORDER



**GWE** GIFFELS-WEBSTER  
ENGINEERS, INC.

March 24, 2009

Mr. Frank Woodard, II, Deputy Director  
City of Palmetto – Public Works Department  
600 17<sup>th</sup> Street West  
Palmetto, FL 34221

**RE: CITY OF PALMETTO - WORK ASSIGNMENT NO. 4/CHANGE ORDER NO. 1  
WARD 1 PROJECT – PHASE II, 6<sup>TH</sup> AVENUE WEST & 12<sup>TH</sup> STREET DR. WEST  
COP JOB NO. 05-436 GWE JOB NO. 5901.00**

Dear Mr. Woodard:

Pursuant to the instructions contained in your March 24, 2009 e-mail, we have enclosed three executed sets of the above-referenced Change Order No. 1.

It is our understanding that once all signatures have been obtained, our office will receive a fully executed set of the Agreement for our records.

Thank you for your assistance in this matter.

Kindly contact me should you have any questions or if I can be of further assistance.

Sincerely,

GIFFELS-WEBSTER ENGINEERS, INC.



Jonathan H. Cole, P.E., President

JHC:pec

Attachments

cc: Accounting/GWE  
Andy Wickerson, P.E.

**GIFFELS-WEBSTER ENGINEERS, INC.  
WORK ASSIGNMENT NO. 4  
CHANGE ORDER NO. 1**

Pursuant to the City of Palmetto Agreement for Professional Engineering Services, entered into by and between the CITY OF PALMETTO (City) and GIFFELS-WEBSTER ENGINEERS, INC. (Consultant <or> ENGINEER), the City hereby authorizes the following professional services under said Agreement:

TITLE OF PROJECT: **Ward 1 Project- Phase II  
6<sup>th</sup> Avenue West and 12<sup>th</sup> Street Dr. West  
COP Job # 05- 436**

**DESCRIPTION OF AUTHORIZED SERVICES:**


The following scope of services amends Work Assignment No. 4 for additional engineering services associated with the final design, permitting and construction services for infrastructure improvements including roads, sidewalks, drainage, potable water, reuse water and sanitary sewer bounded by 12<sup>th</sup> Street Drive West and 6<sup>th</sup> Avenue West for a total of an additional 1450 L.F.

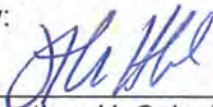
<u>Tasks</u>	<u>Estimated Cost</u>
1. Survey and Data Collection	\$9,280.00
2. 30% Design Phase	\$6,770.00
3. Conceptual Design Report	\$1,075.00
4. 60% Design Phase	\$7,060.00
5. 90% Design Phase	\$7,805.00
6. 100% Design Phase	\$3,195.00
7. Construction Services	\$4,695.00

**METHOD OF COMPENSATION:** The compensation to the Consultant for the performance of the above identified services shall be pursuant to the Rate Schedule as defined in said Agreement, to the extent set forth as follows:

Lump Sum Fee: \$39,880.00

The Consultant agrees to perform the professional services outlined above at the method of compensation set forth above, upon receipt of authorization from the City of Palmetto.

Attest:  
  
Secretary

Giffels- Webster Engineers, Inc.  
By:   
Jonathan H. Cole, P.E., President 3/24/09  
Date

The City of Palmetto hereby authorizes the professional services outlined above at the method of compensation set forth above.

CITY OF PALMETTO, FLORIDA  
By:

\_\_\_\_\_  
(Printed name/title) Date

**WARD 1 – PHASE II INFRASTRUCTURE PROJECT**  
**COP Job # 05- 436**  
**WORK ASSIGNMENT NO. 4**  
**CHANGE ORDER NO. 1**

**SCOPE OF SERVICES**

**PROJECT TASKS**

**Task 1 – Survey and Data Collection**

The ENGINEER shall be responsible for collecting the data essential for the successful completion of the project. All data collected shall be evaluated for selection of design criteria and inclusion into the Report. This data may include the following:

- Survey Data
- Topographic Data
- Right-of-Way Plat Data
- Soil and Geotechnical Data from Existing Published Data
- Utility Locations
- Aerial Photographs
- Drainage Maps
- Tax Maps
- Subdivision Plat Maps
- Survey Field Notes
- Bench Mark Information
- Section Corner Reports
- Utility As-Built Drawings
- Site Visits

The CITY will provide any available information pertaining to this project. However it is the ENGINEER's responsibility to coordinate and collect data from each agency as required.

**A. Horizontal and Vertical Control Surveys**

Establish project baseline control ties to horizontal and vertical data and intersecting streets. Establishment of project survey baseline control shall include reference ties at intervals determined by the ENGINEER but as a minimum at 1,200 feet.

Establishment of primary vertical control from acceptable NGVD 1929 datum, including setting permanent project benchmarks at intervals not greater than 600 feet (by station).

Preparation of Project Control Survey Plans showing the baseline and benchmarks. The ENGINEER shall submit a draft of the plans to the CITY for review.

## B. Topographic Surveys

Collect topographic data along the project corridor within the project limits. The surveys will generally extend to a point 10 feet beyond the existing road right-of-way (both sides). The topographic surveys will include cross sections at 100 ft intervals, profiles, drainage features, sanitary sewers and other features including buildings, fences, parking lots, driveways, curbs, walls, landscaping limits and trees 4" in diameter or larger. Sufficient spot elevations will be collected to produce a profile and determine the flow patterns to address the drainage issues.

## C. Site Visit

The purpose of the site visit is to review issues raised at the preliminary plan meeting and which is the most advantageous location of the proposed facilities. Information obtained through data collection and the preliminary plan drawings shall be available, for reference during the site visit.

Photographs - The ENGINEER shall obtain color photographs of the project site. Photographs will be made continuously on the film, all facing one direction, along one side of the road, at maximum intervals of 200 feet. Separate photographs shall be taken at existing features important to the project (trees, hedges, decorative plantings, shrubbery, special storm water handling features, etc.) within and adjacent to the right-of-way. Not more than 10 additional photographs are anticipated.

## Task 2 - 30% Design Phase

Preliminary plans shall be prepared and consist of the key sheet, project layout sheet, typical section sheet, plan and profile sheets, and cross sections. During this phase, the ENGINEER shall accomplish the following activities:

1. Supporting data has been obtained.
2. Project standards and variations are documented.
3. Appropriate right-of-way and other real property are identified.
4. The horizontal and vertical alignments for the mainline and side streets.
5. Existing drainage, potable water, reuse and sewer collection systems.
6. Sidewalk concepts are developed (one side of road only).
7. Basic drainage patterns are documented.
8. Other non CITY utility information. It is the Engineer's responsibility for collecting and showing utilities electronically on the plans, as provided by the utility companies.
9. A field review must be made to verify the decisions made during the development of the design such as utility conflicts, potential right-of-way needs, sidewalk connections, and special concerns for adjacent properties.

The ENGINEER shall finalize and provide the Preliminary Plans for review by CITY staff submit the Preliminary Plans to the utility companies for verification of the existing utilities shown on the plans, and provide updated information regarding the project schedule and other requirements.

#### Deliverables

- Preliminary Phase Plans - five (5) sets on 11" x 17" sheets.
- Preliminary estimate of construction costs.

### **Task 3 - Conceptual Design Report**

The Final Conceptual Design Report is completed after the public information meeting, and will incorporate public comments and commitments as directed by the CITY into the Draft Conceptual Design Report.

#### Deliverables

- Three (3) copies of the Final Conceptual Design Report and Plans.

### **Task 4 – 60% Design Phase**

The ENGINEER shall prepare plans that can be used to apply for the regulatory (FDEP Water & Sewer) permits. At this stage the sidewalk and utility designs are complete, within the existing rights-of-way. The ENGINEER shall prepare preliminary Utility Adjustment Plans. A second contact shall be made with the various utility companies to provide sidewalk and drainage details, and preliminary utility relocation corridors.

#### **A. Permit Plan Phase Activities**

The ENGINEER shall coordinate with the CITY for concurrence on the Preliminary Plans. This activity is to ensure that the intent of the project is being met, and the appropriate decisions go into the development of the project. The ENGINEER's quality control should include a plan checking routine for each set of activities or operations.

The major design activities include, but are not limited to, the following:

1. Sidewalk design including geometric alignment calculations
2. Potable Water line upgrades
3. Preparation of regulatory permits or exemptions (FDEP)
4. Sewer collection upgrade
5. Reuse Water line

Finalize and submit the Permit Plans to the CITY for review on the design of the sidewalk and utility elements before proceeding to the Pre-Bid Phase.

## B. Stormwater Permits

The ENGINEER will prepare the data and information required at the time of permit application to apply for permit exemptions or "No Permit Required". Services to be performed shall be limited to the following:

Attend a pre-application meeting with the permitting agencies at the preliminary plans stage. The CITY shall pay any permit application fees.

### Deliverables

- 60% Phase Plans – five (5) sets on 11" x 17" sheets
- FDEP Permit Application Package
- Preliminary utility adjustment plans with anticipated utility conflicts and disposition of each conflict

## Task 5 – 90% Design Phase

The ENGINEER shall finalize all design for each component of the plans. At this stage the contract plans are complete pending any further review comments from the CITY or other regulatory agencies.

### A. Pre-Bid Plan Phase Activities

The major design activities include completing the design for the following three plan components:

1. Utility adjustment plans to show the disposition of existing and proposed utilities.
2. Significant water and sewer relocation design for CITY utilities.
3. Sidewalk plans (one side only).

### B. Specifications and CITY Technical Provisions

The ENGINEER must develop engineering designs that can be constructed, controlled, measured and paid for under the CITY Technical Provisions. In many instances these Technical Provisions may make reference to the current edition of the FDOT Standard Specifications for Road and Bridge Construction. In the event the work required is not covered by the CITY Technical Provisions, the ENGINEER must develop Supplemental Technical Provisions to be made part of the contract for this project. The ENGINEER can obtain CITY procedural guidance to assist with the preparation.

### Deliverables

- 90% Construction Phase Plans – five (5) bound sets on 11" x 17" sheets
- 90% Construction Phase Plans – four (4) un-bound sets on 24" x 36" sheets
- Draft Quantity Take-off

## **Task 6 – 100% Design Phase**

The Bid (Construction Contract) Plans include all bidding documents and all required updates and amendments required to incorporate resolutions of all written comments by the CITY.

The ENGINEER shall incorporate constructability review comments and finalize all contract documents and assist with preparation of the bid package:

1. Update plans to include any changes to right-of-way or design resulting from land acquisition
2. Update plans to include comments from constructability review

### **Deliverables**

- Construction Phase Plans –five (5) bound sets on 11" x 17" sheets
- Construction Phase Plans – four (4) un-bound sets on 24" x 36" sheets
- Utility Contract Plans and Bid Documents

## **Task 7 - Construction Phase Services**

The ENGINEER shall attend a pre-construction conference and may provide clarifications of plans and specifications as questions arise. CITY will provide to ENGINEER a certified as-built survey of the constructed project. ENGINEER will prepare as-built plans.

It shall be the responsibility of the ENGINEER to provide services necessary to assure that the project is constructed in reasonable conformity with the plans, specifications, and contract provisions. For this task no more than 24-hours of travel time & on-site inspection services will be provided.

The services of the ENGINEER under this task include the following:

1. Assist the CITY with interpretation of the plans, specifications, contract provisions and review and approval shop drawings. The ENGINEER shall consult with the CITY when an interpretation involves complex issues or may impact the cost and duration of performing the work.
2. Assist the CITY with analyzing changes to the plans, specification, or contract provisions and extra work which appears to be necessary to carry out the intent of the contract. The ENGINEER will assist the CITY to determine if a change or extra work is necessary and such work is within the scope and intent of the original contract. Recommend such changes to the CITY for approval.
3. Assist the CITY with monitoring the project to the extent necessary to determine whether construction activities violate the requirements of the permits. Notify the Contractor of any violations or potential violations and require his immediate resolution of the problem.

4. Upon completion of construction the ENGINEER shall forward to the agencies record drawings (prepared by others) from certified as-built record drawings as provided by the Contractor. The ENGINEER shall prepare the required certification of completion letters to Florida Department of Environmental Protection (FDEP), CITY certifications for Utility work and other permitting agencies as required.

A. Survey Control

The Contractor will be responsible for the layout of construction. Certified Record drawings (as-builts) will be supplied to the ENGINEER upon completion.

Task 7 - Deliverables:

- Certificate of completion letters based on Record drawings prepared by others for the respective agencies.

**END OF SCOPE**



**GIFFELS-WEBSTER ENGINEERS, INC.**

**Key Personnel**

Consultant is proposing to utilize the following key project personnel for this effort:

<b>Team Member</b>	<b>Project Role</b>
Jonathan H. Cole, P.E.	Principal In Charge
Andrew Wickerson, P.E.	Project Engineer
Steve Torchia	Project Manager
Tom Giorgetti	Data Collection

**SUB CONSULTANTS:**

Landmark Land Consultants

**Project Schedule**

Consultant is prepared to commence work on this project within seven days of receipt of notice to proceed. At this time, design services are anticipated to be completed within nine (9) months from the Notice to Proceed.