### **RESOLUTION NO. 000939**

### PASSED December 9, 2002

A Resolution approving the final plat of "Townsend, A Planned Development, Phase One", located in the vicinity of N.W. 23<sup>rd</sup> Terrace between N.W. 31<sup>st</sup> Avenue and N.W. 34<sup>th</sup> Avenue; authorizing the Mayor and Clerk of the Commission to execute a Tri-Party Agreement for the construction of improvements; and providing an immediate effective date.

WHEREAS, the Development Review Board approved the design plat of "Townsend, A Planned Development, Phase One" on January 11, 2001; and

WHEREAS, the owner of the plat has submitted a final plat which substantially conforms to the design plat as approved by the City Commission on February 12, 2001 and which incorporates all modifications and revisions specified in such approval; and

WHEREAS, Ordinance No. 980726 adopted on August 9, 1999, approved the Planned Development on this Property, and the Ordinance requires final plat approval on at least 20% of the site acreage within 36 months of the adoption date of Ordinance No. 980726, which date was then extended by the City Commission on July 22, 2002, for an additional 6 month period;

WHEREAS, the owner of the proposed subdivision has requested the City Commission to accept and approve the final plat as provided in Chapter 177 of the Florida Statutes and Chapter 30 of the Code of Ordinances of the City of Gainesville, Florida; and

WHEREAS, the City Commission finds that the final plat described herein is consistent with the City of Gainesville 1991-2001 Comprehensive Plan and the City of Gainesville 2000-2010 Comprehensive Plan as adopted by Resolution No. 002684.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE

CITY OF GAINESVILLE, FLORIDA;

Section 1. The final plat of "Townsend, A Planned Development, Phase One" is accepted

and approved by the City Commission on the following described property lying in the City of

Gainesville, Alachua County, Florida:

(See Exhibit "A" attached hereto and made a part hereof as if set

forth in full)

Section 2. The Mayor and Clerk of the Commission are authorized to execute a Tri-Party

Agreement with a lending institution and the subdivider which secures the construction and

completion of the improvements required under the ordinances of the City of City of Gainesville, a

copy of which agreement is attached hereto as Exhibit "B".

Section 3. The Clerk of the Commission is authorized and directed to affix his signature to

the record plat on behalf of the City Commission and accept the dedication of public rights-of-way,

easements, and other dedicated portions as shown on the plat.

**Section 4.** This resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this 9th day of December, 2002.

Thomas D. Bussing, Mayor

Thomas D. Dussing, Mayor

ATTEST:

Kurt Lannon

Clerk of the Commission

APPROVED AS TO FORM AND LEGALITY:

Marion J. Radson, City Attorney

NFC 1 0 2002



ENGINEERS • SURVEYORS • PLANNERS

(REVISED) OCTOBER 2, 2002

LEGAL DESCRIPTION

(TOWNSEND SOUTH, PHASE ONE)



A PORTION OF THE NE 1/4 OF SECTION 25, TOWNSHIP 9 SOUTH, RANGE 19 EAST. CITY OF GAINESVILLE, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 9 SOUTH, RANGE 19 EAST AND RUN THENCE SOUTH 00°33'35" EAST, ALONG THE EAST BOUNDARY OF THE NE 1/4 OF SAID SECTION 25, A DISTANCE OF 75.11 FEET TO A FOUND 4" X 4" CONCRETE MONUMENT (PERRY C. MCGRIFF - RLS 509) AT THE NORTHWEST CORNER OF PALMETTO WOODS UNIT NO. 1 AS PER PLAT THEREOF RECORDED IN PLAT BOOK K, PAGE 14 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA: SAID CONCRETE MONUMENT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF NW 39<sup>TH</sup> AVENUE (STATE ROAD NO. 232); THENCE CONTINUE SOUTH 00°33'35" EAST, ALONG THE EAST BOUNDARY OF SAID NE 1/4, A DISTANCE OF 1227.63 FEET TO THE POINT OF BEGINNING: THENCE CONTINUE SOUTH 00°33'35" EAST, ALONG SAID EAST BOUNDARY, 1045.07 FEET; THENCE SOUTH 89°26'25" WEST. 190.24 FEET: THENCE SOUTH 32°45'44" EAST, 9.39 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 405.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE. THROUGH A CENTRAL ANGLE OF 25°42'34" AN ARC DISTANCE OF 181.73 FEET TO THE END OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 19°54'27" EAST, 180.21 FEET; THENCE SOUTH 07°03'10" EAST, 73.34 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 29°48'06" AN ARC DISTANCE OF 13.00 FEET TO THE END OF SAID CURVE, SAID END OF CURVE LYING ON THE NORTHERLY RIGHT OF WAY LINE OF NW 31<sup>ST</sup> AVENUE (COUNTY ROAD NO. 232-A) (100' RIGHT OF WAY); SAID RIGHT OF WAY LINE BEING 50.00 FEET NORTH OF THE SOUTH BOUNDARY OF SAID NE 1/4, SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 75°05'01" EAST, 12.86 FEET; THENCE NORTH 89°59'04" WEST, ALONG SAID RIGHT OF WAY LINE, 429.09 FEET; THENCE NORTH 00°42'31" WEST, 185.73 FEET; THENCE NORTH 89°17'29" EAST, 11.00 FEET; THENCE NORTH 00°42'31" WEST, 118.41 FEET; THENCE SOUTH 89°17'29" WEST, 150.00 FEET; THENCE NORTH 00°42'31" WEST, 47.00 FEET; THENCE NORTH 89°17'29" EAST, 6.00 FEET; THENCE NORTH 00°42'31" WEST, 300.16 FEET; THENCE SOUTH 89°17'29" WEST, 80.00 FEET; THENCE NORTH 00°42'31" WEST, 131.14 FEET; THENCE NORTH 01°08'58" EAST, 217.50 FEET; THENCE NORTH 90°00'00" EAST, 149.61 FEET; THENCE NORTH 05°00'52" WEST, 90.35 FEET; THENCE NORTH 90°00'00" EAST, 79.84 FEET; THENCE NORTH 00°00'00" WEST, 213.00 FEET; THENCE NORTH

90°00'00" EAST, 48.91 FEET TO THE JURISDICTIONAL LIMIT LINE OF A WETLAND; THENCE ALONG SAID JURISDICTIONAL LIMIT LINE, THROUGH THE FOLLOWING 48 COURSES AND DISTANCES:

1)NORTH 28°37'16" WEST, 3.18 FEET 2)NORTH 24°49'47" WEST, 89.12 FEET 3)NORTH 30°50'00" EAST, 124.21 FEET 4)NORTH 10°31'23" EAST, 53.20 FEET 5)NORTH 15°01'50" EAST, 60.54 FEET 6)NORTH 63°47'58" EAST, 54.96 FEET 7)NORTH 55°15'22" EAST, 12.40 FEET 8)SOUTH 83°15'12" EAST, 46.12 FEET 9)SOUTH 71°31'54" EAST, 36.64 FEET 10)NORTH 33°26'39" EAST, 40.47 FEET 11)NORTH 38°23'04" EAST, 27.59 FEET 12)NORTH 33°58'36" EAST, 54.87 FEET 13)NORTH 11°25'04" EAST, 24.13 FEET 14)NORTH 31°14'55" WEST, 59.51 FEET 15)NORTH 12°04'52" EAST, 81.88 FEET 16)SOUTH 82°14'34" EAST, 18.55 FEET 17)NORTH 78°07'54" EAST, 37.18 FEET 18)SOUTH 75°48'43" EAST, 46.09 FEET 19)SOUTH 60°46'22" EAST, 36.08 FEET 20)SOUTH 44°00'41" EAST, 11.41 FEET 21)SOUTH 06°16'33" WEST, 42.91 FEET 22)SOUTH 43°16'00" WEST, 12.15 FEET 23)SOUTH 29°07'47" WEST, 55.42 FEET 24)SOUTH 40°03'50" WEST, 25.49 FEET 25)SOUTH 44°32'21" WEST, 25.75 FEET 26)SOUTH 11°51'25" EAST, 24.37 FEET 27)SOUTH 30°21'23" WEST, 29.24 FEET 28)SOUTH 29°45'42" WEST. 23.55 FEET 29)SOUTH 29°26'12" WEST, 27.53 FEET 30)SOUTH 12°38'24" WEST, 15.03 FEET 31)SOUTH 51°12'56" WEST, 51.84 FEET 32)NORTH 76°18'53" WEST, 21.95 FEET 33)SOUTH 61°04'11" WEST, 57.40 FEET 34)SOUTH 16°02'28" EAST, 15.86 FEET 35)SOUTH 42°59'15" EAST, 20.23 FEET 36)SOUTH 69°42'26" EAST, 52.57 FEET 37)SOUTH 61°52'04" EAST, 37.03 FEET 38)SOUTH 77°49'41" EAST, 45.51 FEET 39)NORTH 85°42'30" EAST, 32.28 FEET 40)NORTH 73°38'25" EAST, 53.08 FEET 41)NORTH 12°34'45" EAST, 29.32 FEET 42)NORTH 53°17'16" EAST, 24.01 FEET 43)NORTH 81°09'03" EAST, 31.21 FEET 44)SOUTH 38°33'14" EAST, 19.16 FEET 45)SOUTH 04°27'23" WEST, 39.07 FEET 46)SOUTH 00°08'59" WEST, 43.55 FEET 47)SOUTH 02°35'59" EAST, 69.30 FEET 48)SOUTH 02°56'36" EAST, 61.12 FEET

THENCE NORTH 90°00'00" EAST, 4.28 FEET TO THE EAST BOUNDARY OF THE NORTHEAST 1/4 OF SAID SECTION 25 AND THE POINT OF BEGINNING.

CONTAINING 21.13 ACRES, MORE OR LESS.





### **AGREEMENT**

THIS TRI-PARTY AGREEMENT (this "Agreement") is entered into this day of the contractor, 2002, by and among SUNTRUST BANK ("Lender"), TOWNSEND TND, LLC, a Florida limited liability company ("Developer") and W.G. JOHNSON AND SON, INC. ("Contractor") for the purposes set forth herein and for the benefit of the City OF GAINESVILLE, FLORIDA (the "City").

#### RECITALS

- A. Developer intends to develop a residential subdivision to be know as Townsend Phase One, a Traditional Neighborhood Development and to record a plat of the same on the real property described on attached Exhibit "A".(the "Subdivision").
- B. Developer has contracted with the Contractor to install the streets, necessary drainage water, sewer and other improvements (the "Improvements") required under applicable law and ordinances of the City pursuant to a contract between Developer and Contractor a copy of which is attached hereto as Exhibit "B". (the "Contract").
- C. As a condition of the acceptance of the plat of the Subdivision for recording, require that assurances be given before the Subdivision is platted that the Improvements will be completed within a reasonable time to the standards required by the City and will together with the other components of the Improvements be the responsibility of the Developer after completion for maintenance and repair until accepted by the City.
- D. Lender has made a loan to the Developer for the purpose of paying the cost of the Improvements and has agree to join in this Agreement for the purpose of assuring the City funds will be available for completion of the Improvements in the event the Developer or the Contractor fail to complete the same.
- E. The parties hereto now desire to reduce their understanding and agreement to writing.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter made by the parties hereto, it is agreed as follows:

- 1. The parties hereto agree to the truth of the recitals set forth herein and to their incorporation herein by reference.
- 2. Lender from the loan proceeds made available to the Developer for construction of the Improvements hereby sets aside for this purpose, the sum of \$753,524.52 which is 120% of the amount set forth in the Contract and which will be used exclusively for construction of the Improvements and may not be used for any other purpose until such Improvements are in place and accepted by the City. Disbursement of the funds during the course of

construction will be made on certification by Eng-Denman & Associates, Inc., P.E., a private engineer acting for the account of the Developer, as to the value of work then completed, and then, acceptance by the City of such certification, or, a separate certification by the City. The Lender shall then advance to the Developer for payment to the Contractor the sum agreed by the private engineer and the City, each progress payment to be charged a ten percent (10%) retainage, to be paid with the final payment on completion of the Improvements and so certified to by the City.

Should the Contractor default in performance under this Contract, the Developer agrees to proceed promptly to engage a new contractor within thirty (30) days to complete these Improvements. The selection of the new contractor will be subject to approval by the Lender and by the City which approval will not be unreasonably withheld. Should the Developer not proceed to relet the contract within such time period on a default by the present Contractor, the Lender and/or the City shall be entitled to complete the Improvements so that the City will accept the Improvements, and use for the purpose of paying for such completion, the balance remaining of the loan funds attributable to the Contract and if such amounts are not sufficient, the Lender shall advance additional monies up to (10%) of the original fund for a maximum total of \$816,318.23 if so, and shall have the option to advance any additional monies that may be required, all of which advances have been secured by the Developer to the Lender.

This completion may be by the Lender and another contractor, or by the City, directly whichever shall be determined by the Lender and the City to be most appropriate for an early completion of the Improvements and final acceptance by the City.

The Developer and the Contractor agree to prosecute the construction of the Improvements in a reasonably diligent manner to assure completion within 150 days from recording of the plat. Should the Developer be required to engage a new contractor as a result of the default by the Contractor, the time for completion will be extended for a period not to exceed ninety (90)additional days. If in the judgment of the City, the progress of construction is falling behind schedule, the City will so advise the Developer who shall then be bound to take corrective measures. The Lender shall likewise be advised and may thereupon withhold further disbursements of progress payment until a resolution of the problem acceptable to the City may be obtained. The obligation of Lender hereunder shall cease on the earlier of one (1) year from the date of completion as set forth in the Contract or such date as all the Improvements have been completed and so certified to by the City.

Should the City have to take over and complete or have completed the Improvements required by City ordinances, then the obligation of the Lender to pay a sum equal to the cost of such Improvements to the City (in accordance with the terms and conditions of the agreement) or make such sum available that shall exist independent of and regardless of whether or not the Developer may be in default on its agreement with the Lender.

THIS AGREEMENT signed at Gainesville, Florida, this day of \_\_\_\_\_, 2002. Signed and sealed in the Lender: presence of: Developer: TOWNSEND TND, LLC By: Haile Plantation Corporation, a Florida corporation, its Managing Member ROBERT B. KRAMER, President Developer Contractor: W.G. JOHNSON AND SON, INC. As Its: Presid CITY OF GAINESVILLE, FLORIDA By:\_\_\_\_\_ As to City

F:\Salter3\Townsend\Tri Party Agreement.wpd



ENGINEERS . SURVEYORS . PLANNERS

(REVISED) OCTOBER 2, 2002

LEGAL DESCRIPTION

(TOWNSEND SOUTH, PHASE ONE)

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EXHIBIT "A" PAGE 1 of 2

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CONTAINING 21.13 ACRES, MORE OR LESS.

### EXHIBIT "B"

CONTRACT

RAMCO PORM 70

## CONTRACT

THIS CONTRACT made and entered into this 6th day of MAY
A. D TWO THOUSAND AND TWO , by and between
W G JOHNSON AND SON, INC., 2430 NW 73rd PLACE
of the City of GAINESVILLE , County of ALACHUA State of Florida
Party of the First Part, and TOWNSEND TND, LLC, 5201 SW 91st Drive, Suite
of Gainesville, FL Part y of the Second Part,
WITNESSETH: That, in consideration of the covenants and agreements hereinafter con-
tained on the part of said Part
as follows: TOWNSEND PUB - PHASE I
30
PAVING AND DRAINAGE
WASTEWATER COLLECTION SYSTEM
POTABLE WATER DISTRIBUTION SYSTEM
All work for the above referenced project will be performed as per preliminary plans drawn and submitted by Eng. Denman and Associates In, dated May, 2001, and as per attached Schedulo "A".
·
•
IN CONSIDERATION THEREOF, the said Part y of the Second Part agree to pay to
the said Party of the First Part, the sum of Six hundred twenty seven thousand, nine hundred thirty seven thousand, nine hundred the party seven thousand the party seven thousand the party seven thousand the party seven thousand the party seven the party sev
The Owner shall make processes
The Owner shall make progress payments to the Contractor on a monthly hosis for work completed. Each payment shall be charged ten percont (10%) retainage to be paid with the final payment on completion.
When work performed on the job site by the Contractor is deemed 100% complete by City of Gainesville, and the Contractor cannot et the final release for the project due to any work or problems charged on the balance due at the Contractor, interest shall be
that time, at the rate of 10%
IN WITNESS WHEREOF, the above named Parties have hereunto set their hands and sals on the day above written, and for themselves, their hour, administrators and assigns, do serilly agree to do the full performance of the coverants and agreements as hereinabove set
Witnessed :
Dero Les Bryon Signed:  ROBERT B. KRAMER, MANAGER (Seal)  TOWNSEND TND. LLC (Seal)
ROBERT B. KRAMER, MANAGER (Seal)
Alexa Lea Breno TOWNSEND TND. LLC (Seal)
GLENN JOHNSON PRESIDENT (Real)

05/02/2002

PRELIMINARY

# Townsend PUD - Phase I

PRELIMINARY BID PROPOSAL W.G. Johnson and Son, Inc.

05/02/02

Paving and Drainage
Wastewater Collection System
Potable Water Distribution System

\$ 404,961.35

\$ 173,313.00

\$ 49,662.75

\$ 627,937.10

05/02/2002

### **PRELIMINARY**

### Townsend PUD - Phase I

Preliminary Bid Proposal by W.G. Johnson and Son, Inc. Paving and Drainage

Item	Itom Description	Quantity	Unit	ī	Unit Price	Amnunt
1	Clear and grub right of way	2.91	Ac.	\$	2,850.00	\$6,293.50
2	Clear and grub for drainage easement	0.08	Ac.	\$	2,650.00	\$228.00
3	Clear and grub Stormwater Basin	6.54	Ac.	\$	2,850.00	\$18,639.00
4	Roadway Excavation	3883	CY	5	2.50	\$9,707.50
5	Roadway Fill	433	CY	\$	2.25	\$974.25
6	Basin Excavation	48986	CY	\$	2:50	\$122,465.00
7	Basin Fill	1554	CY	\$	1.50	\$2,331.00
8	Undercut		CY	\$	8,60	\$0.00
9	12" Roadway Subgrade Stabilization LBR 30	7771	SY	\$	1.10	\$8,548.10
10	6" Limerock Base	6389	SY	\$	5.00	\$31,945.00
11	1-1/4" Type S-III Asphalt Concrete	6389	SY	\$	3,75	\$23,958,75
12	Type F ourb and gutter	4211	LF	\$	8.00	\$33,688.00
13	Seed, Mulch & Fertilize in Basin area above Water line	12172	SY	\$	0,50	\$6,086.00
14	15" RCP	877	LF	\$	16.25	\$14,251,25
15	18" RCP	453	LF	\$	19.25	\$8,720.25
16	24" RCP	977	LF	\$	26,75	\$26,134.75
17	30" RCP	134	LF	\$	36.50	\$4,891.00
18	Type P-9 curb inlet (0-10' cut)	16	Ea.	\$	1,750.00	\$28,000.00
19	Type P-9 curb inlet (10'-15' cut)	2	Ea.	\$	2,000.00	\$4,000.00
20	72" Type J-9 curb inlet (4'-6')	1	Ea.	\$	2,300.00	\$2,300.00
21	60" Type J-9 curb inlet (6'-10')	1	Ea.	\$	2,325,00	\$2,325.00
	80" Type J-9 ourb inlet (12'-14')	1	Ea.	\$	2,475.00	\$2,476.00
	60" Type J-9 curb inlet (10'-12')	1	Ea.	\$	2,550,00	\$2,550.00
	Type O injet	8	Ea.	\$	1,200.00	\$8,600.00
25	Type P-8 Curb Inlet	1	Ea.	\$	2,850.00	\$2,850,00
26	Mitred End Section	2	Ea.	\$	1,600.00	\$3,000.00
27	Match Existing Edge of Pavement	1	LS	\$	500,00	\$600.00
	Testing	1	LS	\$	3,500.00	\$3,500.00
29	Construction Surveying	1	LS	_	21,000.00	\$21,000.00
	Construction Signage	1	LS	S	2,000,00	\$2,000.00

Note: No sod (or seed and mulch) within ROW included in these quantities Price does not include brick pavers

\$404,861.35

FROM

PRELIMINARY

05/02/2002

# Townsend PUD - Phase I

Preliminary Bid Proposal by W.G. Johnson and Son, Inc.
Wastewater Collection System

Item	Item Description	Quantity	Unit	τ	Init Price	Amount
Accini	Connect to Existing PVC Sanitary Sewer	1	LS	\$	350.00	\$350.00
2	Manhale (0'-10' cut)	12	Ea.	\$	1,400.00	\$16,800.00
3	8" PVC (0'-10' cut)	465	LF	\$	10.95	\$5,091.76
4	10" PVC (0'-10' cut)	1635	LF	\$	12.95	\$21,173.25
5	4" PVC Service Line	986	LF	\$	5.50	\$5,423.00
6	8" x 4" Wye and Bend	11	Ea.	\$	50.00	\$550.00
7	10" x 4". Wye and Bend	14	Ea.	\$	75.00	\$1,050.00
8	Connection into MH	8	Ea.	\$	50.00	\$400.00
9	4" Clean-out	33	Ea.	\$	75,00	\$2,475.00
10	10" Plug	2	Ea.	\$	75.00	\$150,00
11	Testing	1	LS	\$	2,000.00	\$2,000.00
12	Construction Surveying	1	LS	\$	2,850.00	\$2,850.00
13	Clay off (Contingency)	30000	YD	\$	3,50	\$105,000.00
14	Fill on (Contingency)	2000	CY	\$	5.00	\$10,000.00

\$173,313.00 .

#### FROM : -- -

**PRELIMINARY** 

05/02/2002

i

## Townsend PUD - Phase I

Bid Proposal by W.G. Johnson and Son, Inc. Water Distribution system

Item		Quantity	Unit	Unit Price		Amount	
1	12" x 8" Tap (By GRU)		LS	N/A		N/A	
2	Connect to Existing PVC WM	1	LS	\$ 150.00	\$	150.00	
3	2" PVC Water Main	491	LF	\$ 4.50	\$	2,209.50	
4	6" DIP Water Main	620	LF	\$ 12.25	\$	7,595.00	
5	8" DIP Water Main	380	LF !	\$ 14.50	\$	5,510.00	
6	8" PVC Water Main	775	LF!	\$ 12.25	\$	9,493.75	
7	1" Pb Service Line	114	LF	\$ 4.25	\$	484.50	
8	1-1/2" Pb Service Line	410	LF	\$ 4.50	\$	1,845.00	
9	3" Casing	90	LF	\$ 5.00	\$	450.00	
10	2" x 2" Tee	8	Ea.	\$ 10.00	\$	80.00	
11	6" x 2" Saddle	11	Ea.	\$ 200.00	\$	2,200.00	
-	2" Gate Valve and Box	11	Ea.	\$ 85.00	\$	935.00	
13	2" Resilient gate valve & box	4	Ea.	\$ 175.00	\$	700.00	
14	6" Gate Valve and Box	3	Ea.	\$ 495.00	\$	1,485.00	
15	8" Gate Valve and Box	2	Ea.	\$ 595.00	\$	1,190.00	
16	6" DI 11-1/4 degree bend	1	Ea.	\$ 250.00	\$	250.00	
17	6" DI 22-1/2 degree bend	1	Ea.	\$ '250.00'	\$	250.00	
18	8" DI 22-1/2 degree bend	1	Ea.	\$ 325.00	\$	325.00	
19	8" 45 degree bend	3	Ea.	\$ 395.00	\$	1,185.00	
20	6" x 6" DI Anchoring Tee	1	Ea.	\$ 250.00	\$	250.00	
21	8" x 6" DI Anchoring Tee	3	Ea.	\$ 300.00	\$	900,00	
22	8" x 8" DI Anchoring Tee	3	Ea.	\$ 350.00	\$	1,050.00	
23	Fire Hydrant Assembly	2	Ea.	\$ 1,700.00	\$	3,400.00	
24	3" Blow off Assembly & Sample Point	3	Ea.	\$ 600.00	\$	1,600.00	
	2" Blow off Assembly & Sample Point	2	Ea.	\$ 200.00	\$	400.00	
	6" x 2" Tap Sleeve	1	Ea.	\$ 100.00	\$	100.00	
	8" x 2" Tap Sleeve	3	Ea.	\$ 150.00	\$	450.00	
	Reaction Blocks	13	EaL	1000	\$	975.00	
29	Meter	33	Ea.	N/A	•	N/A	
30	Testing	1	LS	\$2,000.00	\$	2,000.00	
31	Construction Surveying	1	LS	\$ 2,000.00	\$	2,000.00	



### **AGREEMENT**

THIS TRI-PARTY AGREEMENT (this "Agreement") is entered into this day of the contractor, 2002, by and among SUNTRUST BANK ("Lender"), TOWNSEND TND, LLC, a Florida limited liability company ("Developer") and W.G. JOHNSON AND SON, INC. ("Contractor") for the purposes set forth herein and for the benefit of the City OF GAINESVILLE, FLORIDA (the "City").

#### **RECITALS**

- A. Developer intends to develop a residential subdivision to be know as Townsend Phase One, a Traditional Neighborhood Development and to record a plat of the same on the real property described on attached Exhibit "A".(the "Subdivision").
- B. Developer has contracted with the Contractor to install the streets, necessary drainage water, sewer and other improvements (the "Improvements") required under applicable law and ordinances of the City pursuant to a contract between Developer and Contractor a copy of which is attached hereto as Exhibit "B". (the "Contract").
- C. As a condition of the acceptance of the plat of the Subdivision for recording, require that assurances be given before the Subdivision is platted that the Improvements will be completed within a reasonable time to the standards required by the City and will together with the other components of the Improvements be the responsibility of the Developer after completion for maintenance and repair until accepted by the City.
- D. Lender has made a loan to the Developer for the purpose of paying the cost of the Improvements and has agree to join in this Agreement for the purpose of assuring the City funds will be available for completion of the Improvements in the event the Developer or the Contractor fail to complete the same.
- E. The parties hereto now desire to reduce their understanding and agreement to writing.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter made by the parties hereto, it is agreed as follows:

- 1. The parties hereto agree to the truth of the recitals set forth herein and to their incorporation herein by reference.
- 2. Lender from the loan proceeds made available to the Developer for construction of the Improvements hereby sets aside for this purpose, the sum of \$753,524.52 which is 120% of the amount set forth in the Contract and which will be used exclusively for construction of the Improvements and may not be used for any other purpose until such Improvements are in place and accepted by the City. Disbursement of the funds during the course of

construction will be made on certification by Eng-Denman & Associates, Inc., P.E., a private engineer acting for the account of the Developer, as to the value of work then completed, and then, acceptance by the City of such certification, or, a separate certification by the City. The Lender shall then advance to the Developer for payment to the Contractor the sum agreed by the private engineer and the City, each progress payment to be charged a ten percent (10%) retainage, to be paid with the final payment on completion of the Improvements and so certified to by the City.

Should the Contractor default in performance under this Contract, the Developer agrees to proceed promptly to engage a new contractor within thirty (30) days to complete these Improvements. The selection of the new contractor will be subject to approval by the Lender and by the City which approval will not be unreasonably withheld. Should the Developer not proceed to relet the contract within such time period on a default by the present Contractor, the Lender and/or the City shall be entitled to complete the Improvements so that the City will accept the Improvements, and use for the purpose of paying for such completion, the balance remaining of the loan funds attributable to the Contract and if such amounts are not sufficient, the Lender shall advance additional monies up to (10%) of the original fund for a maximum total of \$816,318.23 if so, and shall have the option to advance any additional monies that may be required, all of which advances have been secured by the Developer to the Lender.

This completion may be by the Lender and another contractor, or by the City, directly whichever shall be determined by the Lender and the City to be most appropriate for an early completion of the Improvements and final acceptance by the City.

The Developer and the Contractor agree to prosecute the construction of the Improvements in a reasonably diligent manner to assure completion within 150 days from recording of the plat. Should the Developer be required to engage a new contractor as a result of the default by the Contractor, the time for completion will be extended for a period not to exceed ninety (90)additional days. If in the judgment of the City, the progress of construction is falling behind schedule, the City will so advise the Developer who shall then be bound to take corrective measures. The Lender shall likewise be advised and may thereupon withhold further disbursements of progress payment until a resolution of the problem acceptable to the City may be obtained. The obligation of Lender hereunder shall cease on the earlier of one (1) year from the date of completion as set forth in the Contract or such date as all the Improvements have been completed and so certified to by the City.

Should the City have to take over and complete or have completed the Improvements required by City ordinances, then the obligation of the Lender to pay a sum equal to the cost of such Improvements to the City (in accordance with the terms and conditions of the agreement) or make such sum available that shall exist independent of and regardless of whether or not the Developer may be in default on its agreement with the Lender.

THIS AGREEMENT signed at Gainesville, Florida, this day of \_\_\_\_\_, 2002.

Signed and sealed in the Lender: presence of: SUNTRUST BANK As Its: Developer: TOWNSEND TND, LLC By: Haile Plantation Corporation, a Florida corporation, Its Managing Member By: ROBERT B. KRAMER, President As to Developer Contractor: W.G. JOHNSON AND SON, INC. As Its: Prosiden CITY OF GAINESVILLE, FLORIDA APPROVED AS TO FORM AND LEGALITY

F:\Salter3\Townsend\Tri Party Agreement.wpd

MARION J. RADSON, CITY ATTORNEY

CITY OF GAINESVILLE, FLORIDA

DEC 1 0 2002



**ENGINEERS • SURVEYORS • PLANNERS** 

(REVISED) OCTOBER 2, 2002

LEGAL DESCRIPTION

(TOWNSEND SOUTH, PHASE ONE)

A PORTION OF THE NE 1/4 OF SECTION 25, TOWNSHIP 9 SOUTH, RANGE 19 EAST. CITY OF GAINESVILLE, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 9 SOUTH, RANGE 19 EAST AND RUN THENCE SOUTH 00°33'35" EAST, ALONG THE EAST BOUNDARY OF THE NE 1/4 OF SAID SECTION 25, A DISTANCE OF 75.11 FEET TO A FOUND 4" X 4" CONCRETE MONUMENT (PERRY C. MCGRIFF - RLS 509) AT THE NORTHWEST CORNER OF PALMETTO WOODS UNIT NO. 1 AS PER PLAT THEREOF RECORDED IN PLAT BOOK K, PAGE 14 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA: SAID CONCRETE MONUMENT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF NW 39<sup>TH</sup> AVENUE (STATE ROAD NO. 232); THENCE CONTINUE SOUTH 00°33'35" EAST, ALONG THE EAST BOUNDARY OF SAID NE 1/4, A DISTANCE OF 1227.63 FEET TO THE POINT OF BEGINNING: THENCE CONTINUE SOUTH 00°33'35" EAST, ALONG SAID EAST BOUNDARY, 1045.07 FEET; THENCE SOUTH 89°26'25" WEST, 190.24 FEET; THENCE SOUTH 32°45'44" EAST, 9.39 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 405.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE. THROUGH A CENTRAL ANGLE OF 25°42'34" AN ARC DISTANCE OF 181.73 FEET TO THE END OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 19°54'27" EAST, 180.21 FEET; THENCE SOUTH 07°03'10" EAST, 73.34 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 29°48'06" AN ARC DISTANCE OF 13.00 FEET TO THE END OF SAID CURVE, SAID END OF CURVE LYING ON THE NORTHERLY RIGHT OF WAY LINE OF NW 31<sup>ST</sup> AVENUE (COUNTY ROAD NO. 232-A) (100' RIGHT OF WAY); SAID RIGHT OF WAY LINE BEING 50.00 FEET NORTH OF THE SOUTH BOUNDARY OF SAID NE 1/4, SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 75°05'01" EAST, 12.86 FEET; THENCE NORTH 89°59'04" WEST, ALONG SAID RIGHT OF WAY LINE, 429.09 FEET; THENCE NORTH 00°42'31" WEST, 185.73 FEET; THENCE NORTH 89°17'29" EAST, 11.00 FEET; THENCE NORTH 00°42'31" WEST, 118.41 FEET; THENCE SOUTH 89°17'29" WEST, 150.00 FEET; THENCE NORTH 00°42'31" WEST, 47.00 FEET; THENCE NORTH 89°17'29" EAST, 6.00 FEET; THENCE NORTH 00°42'31" WEST, 300.16 FEET; THENCE SOUTH 89°17'29" WEST, 80.00 FEET; THENCE NORTH 00°42'31" WEST, 131.14 FEET; THENCE NORTH 01°08'58" EAST, 217.50 FEET; THENCE NORTH 90°00'00" EAST, 149.61 FEET; THENCE NORTH 05°00'52" WEST, 90.35 FEET; THENCE NORTH 90°00'00" EAST, 79.84 FEET; THENCE NORTH 00°00'00" WEST, 213.00 FEET; THENCE NORTH

EXHIBIT "A" PAGE 1 of 2

90°00'00" EAST, 48.91 FEET TO THE JURISDICTIONAL LIMIT LINE OF A WETLAND; THENCE ALONG SAID JURISDICTIONAL LIMIT LINE, THROUGH THE FOLLOWING 48 COURSES AND DISTANCES:

1)NORTH 28°37'16" WEST, 3.18 FEET 2)NORTH 24°49'47" WEST, 89.12 FEET 3)NORTH 30°50'00" EAST, 124.21 FEET 4)NORTH 10°31'23" EAST, 53.20 FEET 5)NORTH 15°01'50" EAST, 60.54 FEET 6)NORTH 63°47'58" EAST, 54.96 FEET 7)NORTH 55°15'22" EAST, 12.40 FEET 8)SOUTH 83°15'12" EAST, 46.12 FEET 9)SOUTH 71°31'54" EAST, 36.64 FEET 10)NORTH 33°26'39" EAST, 40.47 FEET 11)NORTH 38°23'04" EAST, 27.59 FEET 12)NORTH 33°58'36" EAST, 54.87 FEET 13)NORTH 11°25'04" EAST, 24.13 FEET 14)NORTH 31°14'55" WEST, 59.51 FEET 15)NORTH 12°04'52" EAST, 81.88 FEET 16)SOUTH 82°14'34" EAST, 18.55 FEET 17)NORTH 78°07'54" EAST, 37.18 FEET 18)SOUTH 75°48'43" EAST, 46.09 FEET 19)SOUTH 60°46'22" EAST, 36.08 FEET 20)SOUTH 44°00'41" EAST, 11.41 FEET 21)SOUTH 06°16'33" WEST, 42.91 FEET 22)SOUTH 43°16'00" WEST, 12.15 FEET 23)SOUTH 29°07'47" WEST, 55.42 FEET 24)SOUTH 40°03'50" WEST, 25.49 FEET 25)SOUTH 44°32'21" WEST, 25.75 FEET 26)SOUTH 11°51'25" EAST, 24.37 FEET 27)SOUTH 30°21'23" WEST, 29.24 FEET 28)SOUTH 29°45'42" WEST, 23.55 FEET 29)SOUTH 29°26'12" WEST, 27.53 FEET 30)SOUTH 12°38'24" WEST, 15.03 FEET 31)SOUTH 51°12'56" WEST, 51.84 FEET 32)NORTH 76°18'53" WEST, 21.95 FEET 33)SOUTH 61°04'11" WEST, 57.40 FEET 34)SOUTH 16°02'28" EAST, 15.86 FEET 35)SOUTH 42°59'15" EAST, 20.23 FEET 36)SOUTH 69°42'26" EAST, 52.57 FEET 37)SOUTH 61°52'04" EAST, 37.03 FEET 38)SOUTH 77°49'41" EAST, 45.51 FEET 39)NORTH 85°42'30" EAST, 32.28 FEET 40)NORTH 73°38'25" EAST, 53.08 FEET 41)NORTH 12°34'45" EAST, 29.32 FEET 42)NORTH 53°17'16" EAST, 24.01 FEET 43)NORTH 81°09'03" EAST, 31.21 FEET 44)SOUTH 38°33'14" EAST, 19.16 FEET 45)SOUTH 04°27'23" WEST, 39.07 FEET 46)SOUTH 00°08'59" WEST, 43.55 FEET 47)SOUTH 02°35'59" EAST, 69.30 FEET 48)SOUTH 02°56'36" EAST, 61.12 FEET

THENCE NORTH 90°00'00" EAST, 4.28 FEET TO THE EAST BOUNDARY OF THE NORTHEAST 1/4 OF SAID SECTION 25 AND THE POINT OF BEGINNING. CONTAINING 21.13 ACRES, MORE OR LESS.

### **EXHIBIT "B"**

CONTRACT

RAMCO FORM 70

## CONTRACT

THIS CO	ONTRACT made	and entered in	to this	h day	of MAY		·
A. D		•	TWO THOUS	AND AND	TWO	he and	between
	SON AND SON,	TNC 2430	NW 73-4	DIACE		vy 411G	D4, W C Q II
	CATHROUTE		nty of^l				
of the City of							
	First Part, and						
V		.A. LL 1080					•
	SSETH: That, in						
as follows:	e part of said Pa			Baid Party	of the First	Part do	es agree
#D 20110 #13.	TOWNSEND PU		Ţ				
	PAVING AND	DRAINAGE					
	WASTEWATER	COLLECTION	SYSTEM				
	POTABLE WAT	ER DISTRIB	TION SYS	TEM			
bre will until di	for the abov ry plans dra May, 2001,	Wn and subi	nitted by	Kno. Do	nman and	rmed . Asso	as per ciates,
•							
•							
IN CONS	EIDERATION TH	IEREOF, the so	id Part Y	of the Seco	nd David	ď.	
the said Party	of the First Par	t, the sum of	Six hundred tw	enty seven	nu Fart agr Lhousand, ni	ne hundr	pay to
Dollars (\$	of the First Par plars and 10/100 (7,937.10) in the	e following ma	nner, to-wit:	:			-
The Owner monthly haten perconcompletion	shall make sis for work t (10%) reta	progress pa k completed ainage to b	yments to . Each p e paid wi	the Cor ayment : th the	ntractor shall bo final pay	on a charg	ed on
et the fi	performed or ete by City nal release nyone other the balance	for the pr	oject duc	to any	work or	canno probl	d t ems
IN WITN	ESS WHEREOF, y above written, o do the full per	the above nan	ed Parties	have herec	into set the	ir han	ls and ns, do ve set
Herry	Witnessed:  See B	4 /		a Co	ligned :		
			ROBERT	B. KRAM	ER, MANAG	JER (	(Seal)
Dera	Leo B	un.	TOWNSEN	D TND	LLC		(Seal)
		Jus	GLENN J	OHNSÓN.	PRESIDEN		Seal)
			W G JOH	NSON AND	'. 5%5±nΩV	Į.	

FAX NO. : SCHEDULE A

PRELIMINARY

05/02/2002

# Townsend PUD - Phase I

PRELIMINARY BID PROPOSAL W.G. Johnson and Son, Inc.

05/02/02

Paving and Drainage
Wastewater Collection System
Potable Water Distribution System

\$ 627,937.10

404,961.35

173,313.00

49,662.75

**PRELIMINARY** 

05/02/2002

### Townsend PUD - Phase I

Preliminary Bid Proposal by W.G. Johnson and Son, Inc. Paving and Drainage

Iteni	Item Description	Quantity	Unit	τ	Init Price	Amount
1	Clear and grub right of way	2.91	Ac.	\$	2,850.00	\$8,293.50
2	Clear and grub for drainage easement	0,08	Ac.	\$	2,850.00	\$228.00
3	Clear and grub Stormwater Basin	6.54	Ac.	\$	2,850.00	\$18,639.00
4	Roadway Excavation	3883	CY	\$	2.50	\$9,707.50
5	Roadway Fill	433	CY	\$	2.25	\$974.25
6	Basin Excavation	48986	CY	\$	2:50	\$122,465.00
7	Basin Fill	1554	CY	\$	1.50	\$2,331.00
8	Undercut		CY	\$	8,60	\$0.00
9	12" Roadway Subgrade Stabilization LBR 30	7771	SY	\$	1.10	\$8,548.10
10	6" Limerock Base	6389	SY	\$	5.00	\$31,945.00
11	1-1/4" Type S-III Asphalt Concrete	6389	SY	\$	3.75	\$23,958.75
12	Type F curb and gutter	4211	LF	\$	8.00	\$33,688.00
13	Seed, Mulch & Fertilize in Basin area above Water line	12172	SY	\$	0.50	\$6,086.00
14	15" RCP	877	LF	\$	16.25	\$14,251.25
15	18" RCP	453	LF	\$	19.25	\$8,720.25
16	24" RCP	977	LF	\$	26,75	\$26,134.75
17	30" RCP	134	LF	\$	36.50	\$4,891.00
18	Type P-9 curb inlet (0-10' cut)	16	Ea.	\$	1,750.00	\$28,000.00
19	Type P-9 curb inlet (10'-15' cut)	2	Ea,	\$	2,000.00	\$4,000.00
20	72" Type J-9 curb inlet (4'-6')	1	Ea.	\$	2,300.00	\$2,300.00
21	60" Type J-9 curb inlet (8'-10')	1	Ea.	-\$	2,325.00	\$2,325.00
22	60" Type J-9 curb inlet (12'-14')	1	Ea.	\$	2,475.00	\$2,475.00
23	60" Type J-9 curb inlet (10'-12')	1	Ea.	\$	2,550,00	\$2,550.00
	Type C inlet	8	Ea.	\$	1,200.00	\$9,600,00
25	Type P-8 Curb Inlet	1	Ea.	\$	2,850.00	\$2,850,00
26	Mitred End Section	2	Ea.	\$	1,500.00	\$3,000.00
27	Match Existing Edge of Pavement	1	LS	\$	500,00	\$500.00
- 1	Testing	1	LS	\$	3,500.00	\$3,500.00
29	Construction Surveying	1	LS		21,000.00	\$21,000.00
- 1	Construction Signage	1	LS		2,000.00	\$2,000.00

Note: No sod (or seed and mulch) within ROW included in these quantities Price does not include brick pavers

\$404,961.35

**PRELIMINARY** 

05/02/2002

## Townsend PUD - Phase I

Preliminary Bid Proposal by W.G. Johnson and Son, Inc.
Wastewater Collection System

Item	Item Description	Quantity	Unit	υ	nit Price	Amount
1	Connect to Existing PVC Sanitary Sewer	1	LS	\$	350.00	\$350.00
2	Manhole (0'-10' cut)	12	Ea.	\$	1,400.00	\$16,800.00
3	8" PVC (0'-10' cut)	465	LF	\$	10.95	\$5,091.78
4	10" PVC (0'-10' cut)	1635	LF	\$	12.95	\$21,173.25
5	4" PVC Service Line	986	LF	\$	5.50	\$5,423.00
6	8" x 4" Wye and Bend	11	Ea.	\$	50.00	\$550.00
7	10" x 4" Wye and Bend	14	Ea.	\$	75.00	\$1,050.00
8	Connection into MH	8	Ea.	\$	50.00	\$400.00
9	4" Clean-out	33	Ea.	\$	75.00	\$2,475.00
10	10" Plug	2	Ea.	\$	75.00	\$150.00
11	Testing	1	LS	\$	2,000.00	\$2,000.00
12	Construction Surveying	1	LS	\$	2,850.00	\$2,850.00
13	Clay off (Contingency)	30000	YD	\$	3.50	\$105,000.00
	Fill on (Contingency)	2000	ÇY	\$	5.00	\$10,000.00

\$173,313.00

### **PRELIMINARY**

05/02/2002

### Townsend PUD - Phase I

Bid Proposal by W.G. Johnson and Son, Inc. Water Distribution system

Item		Quantity	Unit	Unit Price	Ι	Amount
1	12" x 8" Tap (By GRU)	1	LS	N/A	T	N/A
2	Connect to Existing PVC WM	1	LS	\$ 150.00	\$	150.00
3	2" PVC Water Main	491	LF	\$ 4.50	\$	2,209.50
4	6" DIP Water Main	620	LF	\$ 12.25	\$	7,595.00
5	8" DIP Water Main	380	LF	\$ 14.50	\$	5,510.00
6	8" PVC Water Main	775	LF	\$ 12.25	\$	9,493.75
7	1" Pb Service Line	114	LF	\$ 4.25	\$	484.50
8	1-1/2" Pb Service Line	410	LF	\$ 4.50	\$	1,845.00
9	3" Casing	90	LF	\$ 5.00	\$	450.00
10	2" x 2" Tee	8	Ea.	\$ 10.00	\$	80.00
11	6" x 2" Saddle	11	Ea.	\$ 200.00	\$	2,200.00
12	2" Gate Valve and Box	11	Ea.	\$ 85.00	\$	935.00
13	2" Resilient gate valve & box	4	Ea.	\$ 175.00	\$	700.00
14	6" Gate Valve and Box	3	Ea.	\$ 495.00	\$	1,485.00
_	8" Gate Valve and Box	2	Ea.	\$ 595.00	\$	1,190.00
16	6" DI 11-1/4 degree bend	1	Ea.	\$ 250.00	\$	250.00
	6" DI 22-1/2 degree bend	1	Ea.	\$ '250.00'	\$	250.00
	8" DI 22-1/2 degree bend	1	Ea.	\$ 325.00	\$	325.00
	8" 45 degree bend	3	Ea.	\$ 395.00	\$	1,185.00
20	6" x 6" DI Anchoring Tee	1	Ea.	\$ 250.00	\$	250.00
	8" x 6" DI Anchoring Tee	3	Ea.	\$ 300.00	\$	900.00
22	8" x 8" DI Auchoring Tee	3	Ea.	\$ 350.00	\$	1,050.00
	Fire Hydrant Assembly	2	Ea.	\$ 1,700.00	\$	3,400.00
24	3" Blow off Assembly & Sample Point	3	Ea.	\$ 600.00	\$	1,800.00
25	2" Blow off Assembly & Sample Point	2	Ea.	\$ 200.00	\$	400.00
	6" x 2" Tap Sleeve	1	Ea.	\$ 100.00	\$	100.00
27	8" x 2" Tap Sleeve	3	Ea.	\$ 150.00	\$	450.00
28	Reaction Blocks	13	Ea.	\$ 75.00	\$	975.00
29	Meter	33	Ea.	N/A		N/A
30	Testing	1	LS	\$ 2,000.00	\$	2,000.00
31	Construction Surveying	1	LS	\$ 2,000.00	\$	2,000.00