CITY OF LAKE WORTH
7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600· Fax: 561-586-1750

AGENDA
CITY OF LAKE WORTH
CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, MARCH 18, 2014 - 6:00 PM

1. **ROLL CALL:**

2. **INVOCATION:** Offered by Pastor Jason Fairbanks of the First Congregational Church

3. **PLEDGE OF ALLEGIANCE:** Led by Commissioner Christopher McVoy

4. **AGENDA - Additions/Deletions/Reordering:**

5. **DESIGNATE APPOINTMENTS:**

   A. Vice Mayor and Vice Mayor Pro Tem

   B. Various organizational appointments:
   1) Metropolitan Planning Organization liaison
   2) Palm Beach County League of Cities liaison
   3) Treasure Coast Regional Planning Council liaison
   4) Central Palm Beach County Chamber of Commerce liaison
   5) Florida Municipal Power Agency liaison
   6) Downtown Cultural Alliance liaison
   7) Community Redevelopment Agency liaison
   8) Lake Worth Sister City Board liaison
   9) Neighborhood Association Presidents' Council liaison

6. **PRESENTATIONS:** (there is no public comment on Presentation items)

   A. Update provided by the Planning and Zoning Board

   B. Update provided by the Tropical Ridge Neighborhood Association

   C. Update provided by City staff and Mathews Consulting concerning Park of Commerce Project

7. **COMMISSION LIAISON REPORTS AND COMMENTS:**

8. **PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:**

9. APPROVAL OF MINUTES:

A. City Commission Meeting - March 4, 2014
B. City Commission Special Meeting - March 6, 2014

10. CONSENT AGENDA: (public comment allowed during Public Participation of Non-Agendaed items)

A. Resolution No. 11-2014 - accept Fiscal Year 2013-2014 State Aid to Libraries grant

B. Resolution No. 12-2014 - submit an application to Palm Beach County for Fiscal Year 2014-2015 Community Development Block Grant funds

C. Amendment No. 1 to a contract with the Florida Department of Corrections for inmate labor

D. Four continuing services professional contracts for demolition services

E. Revise lease with the Community Redevelopment Agency for the Shuffleboard Court facility

F. Ratify a member to the Community Redevelopment Agency

11. PUBLIC HEARINGS:

A. Ordinance No. 2014-08 - Second Reading and Second Public Hearing - amend conditional uses in the Mixed Use-Federal Highway (MU-FH) zoning district

B. Ordinance No. 2014-09 - Second Reading and Public Hearing - create Registered Domestic Partnerships

C. Resolution No. 13-2014 - Public Hearing - issue a revocable permit on property located at 1501 North L Street

12. UNFINISHED BUSINESS:

A. City of Lake Worth Landfill Investigation Results

13. NEW BUSINESS:

A. Resolution No. 14 -2014 - amend the Fiscal Year 2014 Comprehensive Fee Schedule to include domestic partnership registration and Code Compliance release of lien fees

B. Professional services agreement with URS Corporation Southern for engineering, design and construction services for the Roadway and Utilities Master Plan Capital Projects

C. Professional services agreement with Craven Thompson & Associates, Inc. for engineering, design and construction services for the Roadway and Utilities Master Plan Capital Projects

D. Contract with All Webbs Enterprises, Inc for Rehabilitation of Surficial Aquifer Well 9R located on Alpine Avenue

E. Discuss beach parking decal

14. LAKE WORTH ELECTRIC UTILITY:

A. CONSENT AGENDA: (public comment allowed during Public Participation of Non-Agendaed items)

B. PUBLIC HEARING:

C. NEW BUSINESS:

15. CITY ATTORNEY'S REPORT:

16. CITY MANAGER'S REPORT:

A. April 1, 2014 draft Commission agenda

17. ADJOURNMENT:

If a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. 286.0105)

NOTE:ONE OR MORE MEMBERS OF ANY BOARD, AUTHORITY OR COMMISSION MAY ATTEND AND SPEAK AT ANY MEETING OF ANOTHER CITY BOARD, AUTHORITY OR COMMISSION.

CITY OF LAKE WORTH

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AGENDA DATE: March 18, 2014, Regular Meeting **DEPARTMENT:** City Clerk

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EXECUTIVE BRIEF

TITLE:
Appointment of Vice Mayor and Vice Mayor Pro Tem

SUMMARY:

According to City Charter Article III, Section 3, the City Commission shall annually elect from among its members a Vice Mayor and Vice Mayor Pro Tem at the first regular City Commission meeting after the election.

BACKGROUND AND JUSTIFICATION:
On February 11, 2014, the incumbent Mayor and Commissioner for District Nos. 1 and 3 where unopposed after the election qualifying period ended. Additionally, the City Commission adopted Resolution No. 07-2014 on February 11, 2014, cancelling its election on March 11, 2014. In accordance with Article V, Section 5 of the City Charter each unopposed candidate shall be deemed to have voted for himself or herself and thereafter declared to be duly elected to office.

This is the first regular City Commission meeting after Mayor Triolo, Commissioner Maxwell, and Commissioner Amoroso were administered the oath of office. On November 13, 2012, the City Commission appointed Scott Maxwell to serve as Vice Mayor and Andy Amoroso to serve as Vice Mayor Pro Tem.

MOTION:
I move to appoint _____ as Vice Mayor.

I move to appoint _____ as Vice Mayor Pro Tem.

ATTACHMENT(S):
Fiscal Impact Analysis - not applicable

CITY OF LAKE WORTH

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AGENDA DATE: March 18, 2014, Regular Meeting **DEPARTMENT:** City Clerk

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EXECUTIVE BRIEF

TITLE:
Appoint members to various organizations and board

SUMMARY:
Historically, the City Commission has appointed, from its members, City liaisons to various organizations and boards at the first regular City Commission meeting following the election.

BACKGROUND AND JUSTIFICATION:
On February 11, 2014, the incumbent Mayor and Commissioner for District Nos. 1 and 3 where unopposed after the election qualifying period ended. Additionally, the City Commission adopted Resolution No. 07-2014 on February 11, 2014, cancelling its election on March 11, 2014. In accordance with Article V, Section 5 of the City Charter each unopposed candidate shall be deemed to have voted for himself or herself and thereafter declared to be duly elected to office.

This is the first regular City Commission meeting after Mayor Triolo, Commissioner Maxwell, and Commissioner Amoroso were administered the oath of office. On November 13, 2012, the City Commission made the following appointments:

1. **Metropolitan Planning Organization – Mayor Triolo**
   They provide a cooperative, comprehensive, and continuing transportation planning and decision-making process. The process encompasses all modes and covers both short-range and long-range transportation planning.

2. **Palm Beach County League of Cities – Commissioner Scott Maxwell**
   Their purpose is to promote and advance the collective interest of the municipalities of the County to study municipal issues and seek desired results through cooperative effort, to respect the principles of Home Rule, to encourage and enhance the quality of life of the citizens of the County, and/or to engage in any other lawful purpose not for profit.

3. **Treasure Coast Regional Planning Council – Commissioner Szerdi**
   This is a regional forum where elected and appointed leaders regularly come together to discuss complex regional issues, develop strategic regional responses for resolving them, and build consensus for setting and accomplishing regional goals.

4. **Central Palm Beach County Chamber of Commerce – Mayor Triolo**
   This is a business support network for the heart of Palm Beach County to promote a healthy business climate throughout the diverse region while respecting the individual characteristics of each community.

5. **Florida Municipal Power Agency – Commissioner Maxwell**
   This is a wholesale power agency owned by municipal electric utilities. They provide economies of scale in power generation and related services to support community-owned electric utilities.

6. **Downtown Cultural Alliance – Commissioner Amoroso**
   This is a membership organization of downtown businesses, galleries, merchants and restaurants formed to enhance the downtown corridor. Their mission is to organize and promote events that will benefit the entire community.

7. **Community Redevelopment Agency – Commissioner Amoroso**
   The Agency is responsible for formulating and implementing projects that are consistent with the Lake Worth Redevelopment Plan to assist in revitalizing and redeveloping portions of the City.

8. **Sister City Board – Commissioner McVoy**
   The Board initiates, plans, sponsors, organizes, and promotes cultural exchanges. It also provides support for international economic development programs and acts as the City's official hosts for international guests.

9. **Neighborhood Association Presidents' Council – Commissioner Amoroso**
   The Council supports and promotes their members' neighborhood associations and serve as an umbrella type organization with no opinion on how each association individually chooses to decide matters.

MOTION:
I move to appoint _____ to serve as liaison to the Metropolitan Planning Organization.
I move to appoint _____ to serve as liaison to the Palm Beach County League of Cities.
I move to appoint _____ to serve as liaison to the Treasure Coast Regional Planning Council.
I move to appoint _____ to serve as liaison to the Central Palm Beach County Chamber of Commerce.
I move to appoint _____ to serve as liaison to the Florida Municipal Power Agency.
I move to appoint _____ to serve as liaison to the Downtown Cultural Alliance.
I move to appoint _____ to serve as liaison to the Community Redevelopment Agency.
I move to appoint _____ to serve as liaison to the Lake Worth Sister City Board.
I move to appoint _____ to serve as liaison to the Neighborhood Association Presidents' Council.

ATTACHMENT(S):
Fiscal Impact Analysis – not applicable

CITY OF LAKE WORTH

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AGENDA DATE: March 18, 2014, Regular Meeting **DEPARTMENT:** City Clerk

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EXECUTIVE BRIEF

TITLE:
Update provided by the Planning and Zoning Board

SUMMARY:
Mr. John Rinaldi, Board Chair, will update the Commission on activities that have taken place over the past several months.

BACKGROUND AND JUSTIFICATION:
These members review and consider applications for conditional uses and major site plan review; hear and decide appeals; and serve three-year terms. Last update from the Planning and Zoning Board was on May 7, 2013.

MOTION:
Not applicable

ATTACHMENT(S):
Fiscal Impact Analysis – not applicable

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AGENDA DATE: March 18, 2014, Regular Meeting **DEPARTMENT:** City Clerk

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EXECUTIVE BRIEF

TITLE:
Update provided by the Tropical Ridge Neighborhood Association

SUMMARY:
Mr. Mark Humm, Tropical Ridge President, will advise the Commission on activities in the neighborhoods.

BACKGROUND AND JUSTIFICATION:
At the City Commission meeting on July 20, 2010, the City Commission requested that all neighborhood associations provide an update. The last update from the Tropical Ridge Neighborhood Association was on April 2, 2013.

MOTION:
Not applicable

ATTACHMENT(S):
Fiscal Impact Analysis – not applicable

CITY OF LAKE WORTH

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AGENDA DATE: March 18, 2014, Regular Meeting **DEPARTMENT:** Community Sustainability and Water Utility

EXECUTIVE BRIEF

TITLE:
Update provided by City staff and Mathews Consulting concerning Park of Commerce Project

SUMMARY:
Mr. David Mathews, Mathews Consulting and staff will advise the Commission on the status of the Park of Commerce Engineering Project.

BACKGROUND AND JUSTIFICATION:
At the City Commission Meeting approving the Park of Commerce Engineering contracts on January 7, 2014, the Commission requested periodic updates on the status of this important project.

MOTION:
Not applicable

ATTACHMENT(S):
Fiscal Impact Analysis – not applicable

MINUTES
CITY OF LAKE WORTH
REGULAR MEETING OF THE CITY COMMISSION
MARCH 4, 2014 – 6:00 PM

The meeting was called to order by Mayor Triolo on the above date at 6:01 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth, Florida.

1. ROLL CALL:

Present were Mayor Pam Triolo; Vice Mayor Scott Maxwell; and Commissioners Christopher McVoy, Andy Amoroso, and John Szerdi. Also present were City Manager Michael Bornstein, City Attorney Glen Torcivia, and City Clerk Pamela Lopez.

2. INVOCATION:

The invocation was offered by Ted Brownstein of the BAHA'I Faith of Lake Worth.

3. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was led by Commissioner John Szerdi.

4. AGENDA - Additions/Deletions/Reordering:

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to waive the rules to:

- Reorder Consent Agenda, Item C to New Business as Item B; and
- Approve the agenda as amended.

Vote: Voice vote showed: AYES: Mayor Triolo; Vice Mayor Maxwell; and Commissioners McVoy, Amoroso, and Szerdi. NAYS: None.

5. PRESENTATIONS:

A. Proclamation declaring March 2014 as LGBTQ Pride Month

Mayor Triolo announced that the LGBTQ Pride Month proclamation was read on the steps of City Hall at 5:30 PM.

B. Present the gift of "Feels Like Home to Me" song to the City

Maryellen Healy showed a video of residents' involved in activities that her "Feel Like Home to Me" song was about. The video was created through the collaboration of Vincent Cerniglia, herself, and AnnaMaria Hunt. She announced that she reserved rights to the song; however, she was granting the City a right to use it.

C. Update provided by the Pineapple Beach Neighborhood Association

Pam Bergsma, President, announced that this was a newly formed neighborhood association and provided an update on their activities.

D. Update provided by the City Tree Board

Richard Stowe, Chairperson, provided an update on the City Tree Board's activities. He said the Board members recommended replacing a Ficus Tree, cut down at the Cultural Plaza, with a Green Buttonwood Tree and tagging illegal hat-racked trees.

6. COMMISSION LIAISON REPORTS AND COMMENTS:

Vice Mayor Maxwell: commented that the Street Painting Festival was an awesome event and thanked neighborhood associations' volunteers; said he participated in a presentation with Sacred Heart Catholic School for officials from Notre Dame School to partner with struggling schools and said they were being considered by Notre Dame; commented that he was lobbying in Washington, DC and Tallahassee on use of the Federal Emergency Management Agency (FEMA) flood plain maps, was working hard to slow town its implementation because it would have a negative impact on homeowners, and asked everyone to call their Congressman; and said there was legislation in Tallahassee to define sober homes and that there was a need to regulate their locations.

Commissioner McVoy: said he supported the FEMA maps being accurate, would keep an eye on water levels rising, and announced his attendance at a Guatemalan/Mayan community meeting to discuss their concerns. He showed a banner-type drawing by the attendees about their concerns. He asked that the drawing be hung in the City Hall hallway.

Commissioner Amoroso: announced the Lake Worth Playhouse was having a fund raiser event on March 5, 2014; announced March was Gay Pride Month and invited everyone to attend Pride events scheduled during March; and announced a Celebration of Love demonstration on March 23, 2014, to support legalizing gay marriages in Florida.

Commissioner Szerdi: asked for consensus from the Commission to address seasonal residents purchasing beach parking decals at the next meeting; said The Cottages website was unique and recommended people visit it; said the Feels Like Home to Me song was nice and appreciated Ms. Healy's efforts; and announced the 3rd Annual Flolfing event on March 22, 2014.

Consent: To schedule discussion about the beach parking decal ordinance on the March 18, 2014, Commission agenda.

Mayor Triolo: thanked Bruce and Maryanne Webber and City staff for the 20th Anniversary of the Street Painting Festival, commented that the Metropolitan Planning Organization was looking for railway crossing funding sources, and asked everyone to encourage a "What I Would Do If I Was Mayor" writing essay contest for 7th grade students.

7. PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

The following individuals spoke on issues written on their comment cards:

Mary Lindsey said she was proud of those neighborhood associations who received over $23,000 in grant funds and announced the Neighborhood Association Presidents' Council unanimously voted in support of a major league baseball training camp at John Prince Park.

Tripp Cioci said John Prince Park had a deed restriction in which the property reverted back to the State if it was no longer used as a park. A baseball training camp at John Prince Park would require State approval.

Jennifer Marchal commented that she founded the Residents Of Lake Osborne Neighborhood Association eight years ago, was a member of the City's Finance Advisory Board, and asked the Commission to vote against Resolution No. 10-2014 supporting a major league baseball training camp at John Prince Park. She said the baseball stadium would not solve Lake Worth's problems, would not increase the surrounding areas' property values, would not solve blight because there was no blight in the west, the City would not receive any tax revenues, and said she had a quiet entitlement right to her home.

Maryellen Healy and Vincent Cerniglia sang "Take Me Out to the Ball Game."

Dave Palombo supported the location of a baseball spring training camp because of the economic impact it would have on the area and would "put the City over the top."

Peter LiPreti asked the City to review the beach parking decal issue for part-time residents.

Philip Spinelli said the Commission was doing a great job, supported the direction the City was going, supported the baseball spring training camp, said the camp would be an asset to the City, and the camp would connect the beach and golf course with the western side of the City.

Katie McGiveron said that, as Vice President of the Residents Of Lake

Osborne Neighborhood Association, the camp would have a direct impact on her neighborhood, said no one contacted her neighborhood association about the issue, adoption of the resolution was premature, and said she was disappointed in her fellow neighborhood associations supporting this issue without getting all of the facts. She commented that she did not support issuing beach parking decals to seasonal residents because there were only 50 decal parking spaces.

Terry Brokovich said a spring baseball training camp would have an economic impact, most games at the Roger Dean spring training camp ended at 4 PM so there would be no lights shown on neighboring properties, the City could work with the State, and asked everyone to "look outside the box."

Shanon Materio thanked the Commission for "flushing out" all of the baseball training camp County and State information, the camp would have an economic impact on the area, and was a family-oriented opportunity.

Teresa Miller said The Cottages was working on their website, invited everyone to the Lake Worth Playhouse's fundraiser event, and supported the baseball spring training camp.

Marty Welfeld said he supported the spring training camp because it was a new opportunity and needed to be scrutinized.

John Rinaldi commented that the Planning and Zoning Board's activities were slow and the economy was not booming. He said he supported the spring training camp and economic development. The Dixie Highway corridor was not busy because there were no cars traveling on the road. He asked the Commission to recognize Maryanne Webber for her work during the Street Painting Festival.

Peggy Fisher said she supported the spring training camp because it was important for the community, surrounding areas, and County. She said she had no problem finding parking in the beach decal parking lot.

The following individuals spoke on various issues; however, they did not write anything on their comment cards: Peter Timm, Mike Hill, Greg Rice, and Loretta Sharpe.

Mayor Triolo read the comments written by the following individuals:

Dale Hulen wrote that baseball would be great for Lake Worth.

Dustin Zacks wrote that he supported a major league baseball training camp at John Prince Park.

Dawn Saylor wrote that the [resolution] gave families a great positive way to

spend time together and kept young players off the streets and focused to meet their goals of becoming professionals themselves. [The resolution] also brought lots of work and money to the City.

Robert Hodge wrote that [a baseball camp] was a great idea as it would bring more jobs to Lake Worth and would keep baseball alive in a child's eye. [He wrote asking everyone] to remember that children were the future and [the camp] would help the economy.

Commissioner Amoroso left the meeting at 7:29 PM and returned at 7:32 PM.

Request/comment summary:

1. Commissioner McVoy suggested an amendment to Resolution No. 10-2014 to add language that the City would seek the support of the surrounding communities and that their concerns would be considered.

8. APPROVAL OF MINUTES:

Action: Motion made by Commissioner Amoroso and seconded by Vice Mayor Maxwell to approve the following minutes as submitted:

A. City Commission Meeting – February 11, 2014

Vote: Voice vote showed: AYES: Mayor Triolo; Vice Mayor Maxwell; and Commissioners McVoy, Amoroso, and Szerdi. NAYS: None.

9. CONSENT AGENDA:

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Szerdi to approve the Consent Agenda, less Item C.

A. Contract with Mathews Consulting, Inc. for engineering services for the 7th Avenue South roadway improvements project

B. Appoint the Finance Director to the Employees and Police Retirement Systems Pension Boards

C. (Reordered to New Business as Item B) Resolution No. 08-2014 – declare the City's intent to issue a revocable permit for property located at 1501 North L Street and schedule the public hearing date for March 18, 2014

D. Resolution No. 09-2014 – create a domestic partnership tax equity program

City Attorney Torcivia did not read the following resolution by title only:

RESOLUTION NO. 09-2014 OF THE CITY OF LAKE WORTH, FLORIDA, AUTHORIZING THE ESTABLISHMENT OF A DOMESTIC PARTNERSHIP TAX EQUITY PROGRAM; AND AUTHORIZING THE CITY MANAGER TO TAKE ANY AND ALL ACTION NECESSARY TO IMPLEMENT THE DOMESTIC PARTNERSHIP TAX EQUITY PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

E. Resolution No. 10-2014 – support a major league baseball training camp at John Prince Park

City Attorney Torcivia did not read the following resolution by title only:

RESOLUTION NO. 10-2014 OF THE CITY OF LAKE WORTH, FLORIDA, SUPPORTING A MAJOR LEAGUE BASEBALL TRAINING CAMP AT JOHN PRINCE PARK; AND PROVIDING AN EFFECTIVE DATE.

Vote: Voice vote showed: AYES: Mayor Triolo, Vice Mayor Maxwell, and Commissioners Amoroso and Szerdi. NAYS: Commissioner McVoy.

Mayor Triolo recessed the meeting at 7:40 PM and reconvened at 7:57 PM.

10. PUBLIC HEARINGS:

A. Ordinance No. 2014-08 – First Reading and First Public Hearing – amend conditional uses in the Mixed Use-Federal Highway (MU-FH) zoning district and schedule the second public hearing date for March 18, 2014

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2014-08 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 23 OF THE CODE OF ORDINANCES; REGARDING ZONING DISTRICTS; AMENDING THE MIXED USE FEDERAL HIGHWAY ZONING DISTRICT ARTICLE 3 DIVISION 3; PROVIDING FOR SEVERABILITY; CONFLICTING ORDINANCES REPEALED; CODIFICATION CLAUSE; AND EFFECTIVE DATE.

William Waters, Community Sustainability Director, explained that the ordinance would amend the conditional uses allowed in the Mixed Use-Federal Highway zoning district to allow medical office and related uses such as day spas to be located on North Federal Highway north of 13th Avenue North.

Action: Motion made by Commissioner Amoroso and seconded by Commissioner Szerdi to approve Ordinance No. 2014-08 on first reading and first public hearing and schedule the second reading and second public hearing date for March 18, 2014.

Mayor Triolo announced that it was time for public comment.

Peter Timm asked about other businesses being allowed in the zoning district.

Vote: Voice vote showed: AYES: Mayor Triolo; Vice Mayor Maxwell; and Commissioners McVoy, Amoroso, and Szerdi. NAYS: None.

11. UNFINISHED BUSINESS:

There were no Unfinished Business items on the agenda.

12. NEW BUSINESS:

A. Ordinance No. 2014-09 – First Reading – create Registered Domestic Partnerships and schedule the public hearing date for March 18, 2014

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2014-09 OF THE CITY OF LAKE WORTH, FLORIDA, TO ADD ARTICLE III, REGISTERED DOMESTIC PARTNERSHIPS, TO CHAPTER 20, CIVIL RIGHTS, OF THE CODE OF ORDINANCES TO PROVIDE FOR REGISTRATION OF DOMESTIC PARTNERSHIPS WITH CERTAIN LEGAL RIGHTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Action: Motion made by Commissioner Amoroso and seconded by Commissioner McVoy to approve Ordinance No. 2014-09 on first reading and schedule the public hearing date for March 18, 2014.

Mayor Triolo announced that it was time for public comment.

Peter Timm said he did not understand the benefit individuals would receive.

Mayor Triolo read the written comment by Steve Carr. Mr. Carr wrote that Lake Worth had traditionally been supportive of gay, lesbian, bisexual, and transgender equality and furthering diversity and equality. This action furthered that support and helped send the message that all people were equal and deserved equal rights.

Vote: Voice vote showed: AYES: Mayor Triolo; Vice Mayor Maxwell; and Commissioners McVoy, Amoroso, and Szerdi. NAYS: None.

B. (Formerly Consent Agenda, Item C) Resolution No. 08-2014 – declare the City's intent to issue a revocable permit for property located at 1501 North L Street and schedule the public hearing date for March 18, 2014

City Attorney Torcivia did not read the following resolution by title only:

RESOLUTION NO. 08-2014 OF THE CITY OF LAKE WORTH, FLORIDA, DECLARING THE INTENTION OF THE CITY COMMISSION TO CONSIDER GRANTING A REVOCABLE PERMIT ON A PORTION OF THE CITY OWNED RIGHT-OF-WAY AT 15th AVENUE NORTH AND NORTH "L" STREET TO HARRY F. BORDERS AND ROSALIND BORDERS; SETTING A PUBLIC HEARING TO HEAR AND CONSIDER OBJECTIONS TO AND PROTESTS AGAINST THE PROPOSED REVOCABLE PERMIT; PROVIDING FOR AN EFFECTIVE DATE.

City Clerk Lopez explained that the resolution erroneously described the property as being the south 20 feet of a public right-of-way and it should have been written as the north 20 feet. She asked that the resolution be approved with that amendment.

Request/comment summary:

1. Mayor Triolo requested parameters for issuing all revocable permits be addressed.

2. Commissioner Szerdi requested staff create a policy for consistent issuance of revocable permits.

Action: Motion made by Commissioner Amoroso and seconded by Commissioner Szerdi to change "south" to "north" in Section 2 and approve amended Resolution No. 08-2014.

Mayor Triolo announced that it was time for public comment.

Harry Borders said his son lived at the property, he understood the need to preserve the City's right to use its right-of-way, said the City was not maintaining the right-of-way, and the permit could be revoked. He said that, if the City wanted to improve Lake Worth, then he asked the Commission to let someone be allowed a quiet enjoyment.

Nadine Burns said public rights-of-way at 14th and 15th Avenues North and J, L, and M Streets were previously revoked and personally maintained by adjourning property owners. She said approval of the resolution was a good move and supported the issue.

Peter Timm recommended the City sell the public right-of-way to the adjacent property owners and letting them pay taxes on the property.

Vote: Voice vote showed: AYES: Mayor Triolo; Vice Mayor Maxwell; and Commissioners McVoy, Amoroso, and Szerdi. NAYS: None.

13. LAKE WORTH ELECTRIC UTILITY:

A. PRESENTATION:

1) Update on the electric utility system

Clayton Lindstrom, Electric Director, provided an update on when a damaged transformer, struck by lightning in September 2013, would be returned; announced a revenue increase of about $160,000 since implementing their meter change program; said there was one theft of electric service per day; and the City was being aggressive to catch the thieves.

B. CONSENT AGENDA:

There were no Lake Worth Electric Utility Consent Agenda items on the agenda.

C. PUBLIC HEARING:

There were no Lake Worth Electric Utility Public Hearing items on the agenda.

D. NEW BUSINESS:

There were no Lake Worth Electric Utility New Business items on the agenda.

14. CITY ATTORNEY'S REPORT:

A. Mediated Settlement Agreement in the case of the City of Lake Worth versus Board of Trustees of the Lake Worth Firefighters' Pension Trust Fund

City Attorney Torcivia explained that the agreement would settle litigation with the Board of Trustees of the Lake Worth Firefighters' Pension Trust Fund and their unknown members and beneficiaries regarding their calculation benefits. He said the Board had interpreted a provision of the pension ordinance which increased the City's expenditure by approximately $270,000 a year for the next 30 years. After mediation, a proposed Settlement Agreement was reached which reduced the expenditure by approximately 50%. It was anticipated that contributions would be reduced

by approximately $135,000 a year for the next 30 years, which would reduce the City's unfunded liability accordingly.

Action: Motion made by Commissioner Amoroso and seconded by Commissioner Szerdi to approve a Mediated Settlement Agreement.

Mayor Triolo announced that it was time for public comment. No one from the public commented.

Vote: Voice vote showed: AYES: Mayor Triolo; Vice Mayor Maxwell; and Commissioners McVoy, Amoroso, and Szerdi. NAYS: None.

Request/comment summary:

1. Commissioner Amoroso requested an update in April on existing lawsuits.

15. CITY MANAGER'S REPORT

A. March 18, 2014 – draft Commission agenda

City Manager Bornstein did not provide a report.

16. ADJOURNMENT:

Action: Motion made by Commissioner Szerdi and seconded by Commissioner McVoy to adjourn the meeting at 8:31 PM.

Vote: Voice vote showed: AYES: Mayor Triolo; Vice Mayor Maxwell; and Commissioners McVoy, Amoroso, and Szerdi. NAYS: None.

_____
PAM TRIOLO, MAYOR

ATTEST:

_____
PAMELA J. LOPEZ, CITY CLERK

Minutes Approved: March 18, 2014

A digital audio recording of this meeting will be available in the Office of the City Clerk.

MINUTES
CITY OF LAKE WORTH
CITY COMMISSION SPECIAL MEETING
MARCH 6, 2014 – 6:30 PM

The meeting was called to order by Mayor Triolo on the above date at 6:30 PM in the City Commission Chamber, located at 7 North Dixie Highway, Lake Worth, Florida.

1. ROLL CALL:

Present were Mayor Pam Triolo, Vice Mayor Scott Maxwell, and Commissioners Andy Amoroso and John Szerdi. Commissioner Christopher McVoy was absent. Also present were City Manager Michael Bornstein, City Attorney Glen Torcivia, and City Clerk Pamela Lopez.

2. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was led by Vice Mayor Maxwell.

City Clerk Lopez explained that, had the City had an election, the first item on the agenda would have been to approve a resolution certifying the election results. Because the qualified candidates were unopposed, the Commission adopted a resolution on February 11, 2014, to cancel the March 11, 2014, election, acknowledge the three qualified candidates were unopposed, and declare that the candidates were re-elected to office. She said the City saved $23,000 because the election was cancelled.

3. SWEARING IN OF NEWLY ELECTED OFFICIALS BY THE CITY ATTORNEY:

A. Mayor – Pam Triolo

Mayor Triolo passed the gavel to Vice Mayor Maxwell to be administered the Oath of Office.

City Attorney Torcivia administered the Oath of Office to Pam Triolo as Mayor.

Mayor Triolo resumed the gavel.

B. Commissioner, District 1 – Scott Maxwell

City Attorney Torcivia administered the Oath of Office to Scott Maxwell as Commissioner, District 1.

C. Commissioner, District 3 – Andy Amoroso

City Attorney Torcivia administered the Oath of Office to Andy Amoroso as Commissioner, District 3.

4. <u>NEWLY ELECTED OFFICIALS' COMMENTS:</u>

A. Mayor Triolo

Mayor Triolo thanked everyone for attending the meeting and the people of Lake Worth who voted her into office the first time. She said their trust and belief in her kept her going every day. She thanked the Commissioners for their commitment to making Lake Worth a better place; the City Manager and his wife for putting up with the Commission; the City's directors for sticking with the Commission and helping move the City forward; the Commission's Executive Secretary for keeping them on task; her business staff for keeping her business running while she did City work; her late mother Sandy because she would not have been able to do her mayoral job without her mother being her role model; her father for his support; and her husband for sharing her with the City, for his patience, and for his support. She said the last two years were spent laying down the City's foundation, and the next two years would be spent putting those foundations in place. She announced that she was the first female Mayor to serve two terms.

B. Vice Mayor Scott Maxwell

Vice Mayor Maxwell thanked everyone attending the meeting and to those individuals who could not attend; thanked City staff, citizens, and neighbors for their support; said the City had a great Commission team that worked well together; and announced that the City had the best, most functioning elective body that he had the pleasure of working with. The City had accomplishments over the past two years and said the citizens must have been pleased with what was going on because the three incumbents were unopposed, for which he said he was grateful. In order to move the City forward, there were still challenges, but said he would keep chipping away at those challenges. He announced his commitment to the City for the next two years to position Lake Worth to put on "its best face." He said he was thrilled to be here again, was honored, and humbled. He thanked his wife and son for their support and announced that this week he celebrated his 26th wedding anniversary.

C. Commissioner Andy Amoroso

Commissioner Amoroso thanked everyone and the voters. He said the Commission must be doing something right for the three incumbents to be unopposed. He thanked many individuals by name that were attending the

meeting and said it took a City working together. He thanked the Town of Lantana's Mayor Stewart for their continued support of Lake Worth and said the citizens gave him another two years to move the City forward. He thanked his domestic partner for his patience and support.

Commissioner Szerdi said he was happy to be on the dais with this Commission and each of them had different strengths, but continued to move the City forward instead of slinging mud at each other. The Commission respected each other, respected the City, he appreciated all that they did, and said he learned a lot from them.

5. ADJOURNMENT:

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to adjourn the meeting at 6:49 PM.

Vote: Voice vote showed: AYES: Mayor Triolo, Vice Mayor Maxwell, and Commissioners Amoroso and Szerdi. NAYS: None.

_____
PAM TRIOLO, MAYOR

ATTEST:

_____
PAMELA J. LOPEZ, CITY CLERK

Minutes Approved: March 18, 2014

A digital audio recording of this meeting will be available in the Office of the City Clerk.

CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600· Fax: 561-586-1750

AGENDA DATE: March 18, 2014, Regular Meeting **DEPARTMENT:** Leisure Services

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EXECUTIVE BRIEF

TITLE:
Resolution No. 11-2014 - accept Fiscal Year 2013-2014 State Aid to Libraries grant

SUMMARY:

The Resolution approves and authorizes the acceptance of $15,753 in grant funds to encourage the development and provision of free public library service.

BACKGROUND AND JUSTIFICATION:
At its meeting of September 3, 2013, the City Commission approved Resolution No. 37-2013 authorizing the submission of the City's application to the Florida Department of State, Division of Library and Information Services for a formula allocation initially estimated to be $16,669 under the State Aid to Libraries Program to assist with the operation and maintenance of its Public Library for Fiscal Year 2013-2014. These funds cannot supplant existing local funds budgeted for the operation of the Public Library during this period. As an eligibility requirement, the City must have a single administrative head employed on a full-time basis with the responsibility of management and coordination of the operations of the library. The library must provide its services free to the public.

On February 10, 2014, the State executed State Aid to Libraries Grant Agreement 14-ST-60, thereby approving an award of $15,753 in FY 2013-2014 State Aid to Libraries Program grant funds, a slight decrease in the formula amount originally announced for the City. Grant funds will be paid to the City in two installments. The first payment, requested upon full execution of the Grant Agreement, will be in the amount of $11,814.75, which represents seventy-five percent (75%) of the award, and the second installment will be for the remaining twenty-five percent (25%) of the award in the amount of $3,938.25. No cash match is required of the City for these grant funds.

MOTION:
I move to approve/not approve Resolution No. 11-2014.

ATTACHMENT(S):
Fiscal Impact Analysis
Resolution
FY 2013-2014 State Aid to Libraries Grant Award

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	0	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	15,753	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	15,753	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Department Fiscal Review: _____

RESOLUTION NO. 11-2014 OF THE CITY OF LAKE WORTH, FLORIDA, APPROVING AND AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FROM THE FLORIDA DEPARTMENT OF STATE, DIVISION OF LIBRARY AND INFORMATION SERVICES FOR GRANT FUNDS PROVIDED THROUGH THE FISCAL YEAR 2013-2014 STATE AID TO LIBRARIES PROGRAM IN THE AMOUNT OF $15,753; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the State Aid to Libraries Program ("Program") is administered by the Florida Department of State, Division of Library and Information Services ("Division") for the purpose of supplementing the operating budgets of eligible public libraries to encourage the development and provision of free public library service; and

WHEREAS, Program funding allocations for a given fiscal year are determined by statutory formula based on the expenditure of local funds by eligible grantees for the maintenance and operation of their public libraries during the preceding fiscal year; and

WHEREAS, grant funds made available to eligible grantees under the Program to supplement the operating budgets of eligible libraries to assist in maintaining and developing vital services for the public; and

WHEREAS, the City of Lake Worth ("City") meets the basic eligibility requirements to receive a formula allocation in Program funding to supplement the operating budget of its Public Library for Fiscal Year 2013-2014; and

WHEREAS, the City is not required to provide a matching cost share for these Program funds; and

WHEREAS, at its meeting of September 3, 2013, the City Commission approved Resolution No. 37-2013 to authorize the submission of an application to the Division for the receipt of these grant funds; and

WHEREAS, on February 10, 2014, the Division executed State Aid to Libraries Grant Program Agreement 14-ST-60 to approve a final grant award of $15,753 for the City; and

WHEREAS, the City desires to accept these FY 2013-2014 State Aid to Libraries Program grant funds in the amount of $15,753.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF LAKE WORTH, FLORIDA, that:

SECTION 1: The City Commission of the City of Lake Worth, Florida, hereby approves and authorizes the acceptance of grant funds in the amount of $15,753 from the Florida Department of State, Division of Library and Information Services for grant funds made available through the State Aid to Libraries Program to assist with the operation of the Lake Worth Public Library.

SECTION 2: Upon execution of the Resolution, one copy shall be delivered to the Leisure Services Department Director and one copy shall be delivered to the Library Services Supervisor. The fully executed original shall be maintained by the City Clerk as a public record of the City.

SECTION 3: This Resolution shall become effective upon adoption.

The passage of this Resolution was moved by Commissioner _____, seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

Mayor Pam Triolo
Vice Mayor Scott Maxwell
Commissioner Christopher McVoy
Commissioner Andy Amoroso
Commissioner John Szerdi

Mayor Pam Triolo thereupon declared this Resolution duly passed and adopted on the 18th day of March, 2014.

LAKE WORTH CITY COMMISSION

By:_____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

Florida Department of State, Division of Library and Information Services
STATE AID TO LIBRARIES GRANT AGREEMENT

The Applicant (GRANTEE) City of Lake Worth
(Name of library governing body)

Governing body for Lake Worth Public Library
(Name of library)

hereby makes application and certifies eligibility for receipt of grants authorized under Section 257, *Florida Statutes,* and guidelines for the State Aid to Libraries Grant Program.

The Division, as administrator of state funds provided under Section 257, *Florida Statutes,* has approved an application for State Aid to Libraries Grant funds submitted by the GRANTEE. By reference, the application is hereby made a part of this agreement.

Grant Purpose. This grant shall be based upon the following scope of work during Fiscal Year 2013-2014:

The single library administrative unit, as an eligible political subdivision under 257.17 *Florida Statutes,* is responsible for managing or coordinating free library service to the residents of its legal service area. The library shall:

1. Have a single administrative head employed full time by the library's governing body;
2. Provide free library service, including loaning library materials available for circulation free of charge, and providing reference and information services free of charge;
3. Provide access to materials, information and services for all residents of the area served; and
4. Have at least one library, branch library or member library operated by the library's governing body open 40 hours or more each week.

The parties agree as follows:

I. The GRANTEE agrees to:

a. Provide the following as grant deliverables:

1. For payment number one:

i. The amount of local funds expended during the second preceding local fiscal year for the operation and maintenance of the library and certification that the expenditures were for the operation and maintenance of the library.

2. For payment number two:

i. A copy of the annual audit that was done in accordance with the requirements of Section 215.97, *Florida Statutes*, Chapter 10.550, *Rules of the Auditor General*, and generally accepted accounting principles.

b. Expend all grant funds awarded and perform all acts in connection with this agreement in full compliance with the terms and conditions of Chapter 257, Florida Statutes, and guidelines for the State Aid to Libraries Grant Program.

c. Expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated.

d. Provide the DIVISION with statistical, narrative, financial and other evaluative reports as requested.

e. Retain and make available to the DIVISION, upon request, all financial and programmatic records, supporting documents, statistical records, and other records for the project.

f. Retain all records for a period of five years from the date of submission of the final project report. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period, whichever is later.

g. Establish and maintain a proper accounting system in accordance with generally accepted accounting procedures. To use and maintain adequate fiscal authority, control, and accounting procedures that will ensure proper disbursement of, and accounting for, project funds.

h. Perform all acts in connection with this agreement in strict conformity with all applicable laws and regulations of the State of Florida.

i. Not use any grant funds for lobbying the legislature, the judicial branch, or any state agency.

j. Hereby certify that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The GRANTEE further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State employee to avoid a potential violation of those statutes.

k. Not discriminate against any employee employed in the performance of this agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap, or marital status. The GRANTEE shall insert a similar provision in all subcontracts for services by this agreement.

l. In the event that the grantee expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such GRANTEE, the grantee must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, *Florida Statutes*; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), *Rules of the Auditor General*. In determining the state financial assistance expended in its fiscal year, the GRANTEE shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

In connection with the audit requirements addressed in part k, paragraph 1, the GRANTEE shall ensure that the audit complies with the requirements of Section 215.97(8), *Florida Statutes*. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), *Florida Statutes*, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), *Rules of the Auditor General*.

If the GRANTEE expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, is not required. In the event that the GRANTEE expends less than $500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the grantee's resources obtained from other than State entities).

Information related to the requirements of Section 215.97, *Florida Statutes*, (the Florida Single Audit Act) and related documents may be found at https://apps.fldfs.com/fsaa.

Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the GRANTEE directly to each of the following:

1. The Department of State at the following addresses:

   Office of Inspector General
   Florida Department of State
   R. A. Gray Building, Room 114A
   500 South Bronough Street
   Tallahassee, Florida 32399-0250

2. The Auditor General's Office at the following address:

   Auditor General's Office
   Room 401, Pepper Building
   111 West Madison Street
   Tallahassee, Florida 32399-1450

m. Identify an individual or position with the authority to make minor modifications to the application, if necessary, prior to execution of the agreement.

II. The DIVISION agrees:

a. To provide a grant in accordance with the terms of this agreement in consideration of the GRANTEE's performance hereinunder, and contingent upon funding by the Legislature. The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Legislature. In the event that the state funds on which this agreement is dependent are withdrawn, this agreement is terminated and the state has no further liability to the GRANTEE beyond that already incurred by the termination date. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

b. To notify the grantee of the grant award after review and approval of required documents. The grant amount shall be calculated in accordance with Chapter 257, *Florida Statutes,* and guidelines for the State Aid to Libraries Grant Program.

c. To distribute grant funds in two payments. The first payment will be requested by the DIVISION from the Chief Financial Officer upon execution of the agreement. The remaining payment will be made by June 30.

d. That any balance of unobligated cash that has been paid to the grantee may be retained for direct program costs in a subsequent period.

III. The GRANTEE and the DIVISION mutually agree that:

a. This instrument embodies the whole agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein; and this agreement shall supersede all previous communications, representation, or agreements either verbal or written, between the parties. No amendment shall be effective unless reduced in writing and signed by the parties.

b. The agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Each party shall perform its obligations hereunder in accordance with the terms and conditions of this agreement. If any matter arising out of this Agreement becomes the subject of litigation, venue shall be in Leon County.

c. If any term or provision of the agreement is found to be illegal and unenforceable, the remainder of the agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

d. No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or default by either party under this Agreement shall impair any such right, power, or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.

e. This agreement shall be terminated by the DIVISION because of failure of the GRANTEE to fulfill its obligations under the agreement in a timely and satisfactory manner unless the GRANTEE demonstrates good cause as to why it cannot fulfill its obligations. Satisfaction of obligations by GRANTEE shall be determined by the DIVISION, based on the terms and conditions imposed on the GRANTEE in paragraphs I and III of this agreement and guidelines for the State Aid to Libraries Grant Program. The DIVISION shall provide GRANTEE a written notice of default letter. GRANTEE shall have 15 calendar days to cure the default. If the default is not cured by GRANTEE within the stated period, the DIVISION shall terminate this agreement, unless the GRANTEE demonstrates good cause as to why it cannot cure the default within the prescribed time period. For purposes of this agreement, "good cause" is defined as circumstances beyond the GRANTEE's control. Notice shall be sufficient if it is delivered to the party personally or mailed to its specified address. In the event of termination of this agreement, the GRANTEE will be compensated for any work satisfactorily completed prior to notification of termination, if equitable.

f. The DIVISION shall unilaterally cancel this agreement in the event that the GRANTEE refuses to allow public access to all documents or other materials made or received in regard to this agreement that are subject to the provisions of Chapter 119, *Florida Statutes*. GRANTEE agrees to immediately contact the DIVISION for assistance in the event that it receives a public records request related to this agreement or the grant the it awards.

g. The DIVISION shall not be liable to pay attorney fees, interest, late charges and service fees, or cost of collection related to the grant.

h. The DIVISION shall not assume any liability for the acts, omissions to act or negligence of the GRANTEE, its agents, servants, or employees; nor shall the GRANTEE exclude liability for its own acts, omissions to act, or negligence to the DIVISION. In addition, the GRANTEE hereby agrees to be responsible for any injury or property damage resulting from any activities conducted by the GRANTEE.

i. The GRANTEE, other than a GRANTEE which is the State or agency or subdivision of the State, agrees to indemnify and hold the DIVISION harmless from and against any and all claims or demands for damages of any nature, including but not limited to personal injury, death, or damage to property, arising out of any activities performed under this agreement and shall investigate all claims at its own expense.

j. The GRANTEE shall be responsible for all work performed and all expenses incurred in connection with the project. The GRANTEE may subcontract as necessary to perform the services set forth in this agreement, including entering into subcontracts with vendors for services and commodities, provided that such subcontract has been approved by the DIVISION, such approval not to be unreasonably withheld, and provided that it is understood by the GRANTEE that the DIVISION shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the GRANTEE shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

k. Neither the State nor any agency or subdivision of the State waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into a contractual relationship.

l. The GRANTEE, its officers, agents, and employees, in performance of this agreement, shall act in the capacity of an independent contractor and not as an officer, employee or agent of the DIVISION. Under this agreement, GRANTEE is not entitled to accrue any benefits of state employment, including retirement benefits, and any other rights or privileges connected with employment in the State Career Service. GRANTEE agrees to take such steps as may be necessary to ensure that each subcontractor of the GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the DIVISION.

m. The GRANTEE shall not assign, sublicense, nor otherwise transfer its rights, duties, or obligations under this agreement without the prior written consent of the DIVISION, whose consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the program. If the DIVISION approves a transfer of the GRANTEE's obligations, the GRANTEE remains responsible for all work performed and all expenses incurred in connection with the Agreement. In the event the Legislature transfers the rights, duties, or obligations of the Department to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this agreement shall also be transferred to the successor government entity as if it were an original party to the agreement.

n. This agreement shall bind the successors, assigns, and legal representatives of the GRANTEE and of any legal entity that succeeds to the obligation of the DIVISION.

o. The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the legislature. In the event that the state funds on which this agreement is dependent are withdrawn, this agreement is terminated and the DIVISION has no further liability to the GRANTEE beyond that already incurred by the termination date. In the event of a state revenue shortfall, the total grant shall be reduced in accordance with Section 257.21, *Florida Statutes*.

p. If the GRANTEE is in noncompliance with any term(s) of this grant agreement or any other grant agreement with the Division of Library and Information Services, the Division of Historical Resources or the Division of Cultural Affairs, the Division may withhold grant payments until the GRANTEE comes into compliance. Violation of a grant program requirement, including but not limited to failure to submit grant reports and other grant documents; submission of incomplete grant reports or other grant documents; or violation of other grant agreement requirements; shall constitute a basis for the Division to place the GRANTEE in noncompliance status with the Department of State.

q. <u>The Division shall apply the following financial consequences for failure to perform the duties / tasks required in the scope of work. Should the library fail to provide free library service to the public or be open fewer than 40 hours per week, it will no longer be eligible to receive State Aid Libraries grant funding, and its funding will be reduced to $0.</u>

r. Unless there is a change of address, any notice required by this agreement shall be delivered to the Division of Library and Information Services, 500 South Bronough Street, Tallahassee, Florida 32399-0250, for the State and, for the GRANTEE, to its single library administrative unit. In the event of a change of address, it is the obligation of the moving party to notify the other party in writing of the change of address.

IV. The term of this agreement will commence on the date of execution of the grant agreement.

THE APPLICANT/GRANTEE

Chair of Governing Body or
Chief Executive Officer

Pam Triolo
Typed Name

Sept. 3, 2013
Date

Clerk or Chief Financial Officer

Pamela J. Lopez, City Clerk
Typed Name and Title of Official

Sept. 3, 2013
Date

THE DIVISION

Judith A. Ring, Director
Division of Library and Information Services
Department of State, State of Florida

Typed Name

2-11-14
Date

Division Witness

Division Witness

CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600· Fax: 561-586-1750

AGENDA DATE: March 18, 2014, Regular Meeting **DEPARTMENT:** Public Services

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EXECUTIVE BRIEF

TITLE:
Resolution No. 12-2014 - submit an application to Palm Beach County for Fiscal Year 2014-2015 Community Development Block Grant funds

SUMMARY:

The Resolution authorizes a request for infrastructure improvements, including the initial development of a pedestrian friendly greenway on 11th Avenue South between South A and South H Streets.

BACKGROUND AND JUSTIFICATION:
On March 3, 2014, Palm Beach County Department of Economic Sustainability (DES) announced that it is accepting applications from eligible applicants for Fiscal Year 2014-2015 Community Development Block Grant Program funding.

The Palm Beach County Department of Economic Sustainability (DES) has announced the start of the planning process for its Consolidated Plan One Year Action Plan for Fiscal Year 2014-2015. The purpose of this process is to develop projects for the upcoming fiscal year for the County's HOME Investment Partnerships (HOME) Program, Emergency Solutions Grant (ESG) Program and Community Development Block Grant (CDBG) Program in accordance with strategies that have been identified for these programs in its approved Five Year Consolidated Plan for Fiscal Years 2010 – 2015.

In furtherance of this process, DES has announced that it is accepting applications from eligible applicants for Fiscal Year 2014-2015 CDBG Program funding. By participating in its CDBG Urban County Program and by having an approved target area, the City is eligible to submit an application for a formula allocation that is currently estimated to be $212,396 for eligible projects under CDBG regulations set forth at 24 CFR Part 570, with the exception of planning and administration activities and public service activities. Eligible activities must further address one of the three national objectives of the CDBG program that include providing benefit to low and moderate income persons, aiding in the prevention of slums and blight and meeting an urgent community development need.

Pursuant to direction provided by the Mayor and the City Commission at its Special Meeting of April 12, 2012, Public Services staff is recommending that this allocation of CDBG funds should be utilized for infrastructure improvements as prioritized in the City's Streets and Sidewalks Master Plan. Accordingly, the City intends to propose Phase 1 of the development of a pedestrian friendly greenway that is aesthetically pleasing in the unimproved public right-of-way of 11th Avenue South between South A Street and South H Street. Specifically, these improvements will include installation of a concrete pedestrian sidewalk, concrete driveways, crosswalks with striping and sod. Surfaces at each intersection will be ADA compliant and marked crosswalks will be provided.

It should be noted that the U.S. Department of Housing and Urban Development (HUD) has not yet determined the formula allocation of Fiscal Year 2014-2015 CDBG funds that Palm Beach County will receive. As instructed by DES, the City's funding request will for $212,396, the amount of CDBG funding that the City received in Fiscal Year 2013-2014. This amount will be subject to adjustment based on HUD's actual formula allocation for Fiscal Year 2014-2015.

The City's application must be submitted to DES by March 19, 2014. No cash or in/kind services match is required of the City for this funding.

MOTION:
I move to approve/not approve Resolution No. 12-2014.

ATTACHMENT(S):
Fiscal Impact Analysis
Resolution
CDBG Target Area Map
Aerial Map
In-House Cost Estimate

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Allocation of funds will be available in FY 2015, even though the application is in FY 2014.

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	0	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	212,396	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	0	212,396	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Department Fiscal Review: _____

RESOLUTION NO. 12-2014 OF THE CITY OF LAKE WORTH, FLORIDA, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO PALM BEACH COUNTY FOR FISCAL YEAR 2014-2015 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR PHASE I OF THE DEVELOPMENT OF A PEDESTRIAN FRIENDLY GREENWAY ON ELEVENTH AVENUE SOUTH BETWEEN SOUTH A STREET AND SOUTH H STREET; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, Palm Beach County, as an eligible Urban County, receives an annual statutory formula allocation of Community Development Block Grant (CDBG) Program funds from the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, the City participates in the Palm Beach County CDBG Urban County Program by entering into an Interlocal Agreement with Palm Beach County and is thereby eligible for receipt of its portion of the formula allocation of CDBG funds to be used for eligible activities under the CDBG Program as set forth at 24 CFR Part 570; and

WHEREAS, Palm Beach County has announced that it is accepting applications from eligible applicants for Fiscal Year 2014-2015 Community Development Block Grant Program funding; and

WHEREAS, as HUD has not yet determined the actual formula allocation of Fiscal Year 2014-2015 CDBG funds for Palm Beach County, the City has been instructed accordingly to limit its funding request to its Fiscal Year 2013-2014 allocation of $212,396, subject to adjustment once the final allocation has been determined by HUD; and

WHEREAS, the construction of infrastructure improvements is an eligible activity under CDBG Program regulations at 24 CFR 570.201(c); and

WHEREAS, the City desires to submit an application to Palm Beach County for Fiscal Year 2014-2015 CDBG funding in an amount still to be determined by HUD to construct Phase I of a pedestrian friendly greenway along the public right-of-way of Eleventh Avenue South between South A Street and South H Street.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF LAKE WORTH, FLORIDA, that:

<u>SECTION 1</u>: The City Commission of the City of Lake Worth, Florida, hereby authorizes the submission of an application to Palm Beach for Fiscal Year 2014-2015 CDBG funding in an amount still to be determined by HUD to construct Phase I of a pedestrian friendly greenway along the public right-of-way of Eleventh Avenue South between South A Street and South H Street.

SECTION 2: The City Commission of the City of Lake Worth, Florida, hereby authorizes Michael Bornstein, City Manager, to execute the City's application for Fiscal Year 2014-2015 CDBG funding from Palm Beach County.

SECTION 3: Upon execution of the Resolution, one copy shall be provided to the Public Services Department Director. The fully executed original shall be maintained by the City Clerk as a public record of the City.

SECTION 4: This Resolution shall become effective upon adoption.

The passage of this Resolution was moved by Commissioner _____, seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

Mayor Pam Triolo
Vice Mayor Scott Maxwell
Commissioner Christopher McVoy
Commissioner Andy Amoroso
Commissioner John Szerdi

Mayor Pam Triolo thereupon declared this Resolution duly passed and adopted on the 18th day of March, 2014.

LAKE WORTH CITY COMMISSION

By:_____
Pam Triolo, Mayor

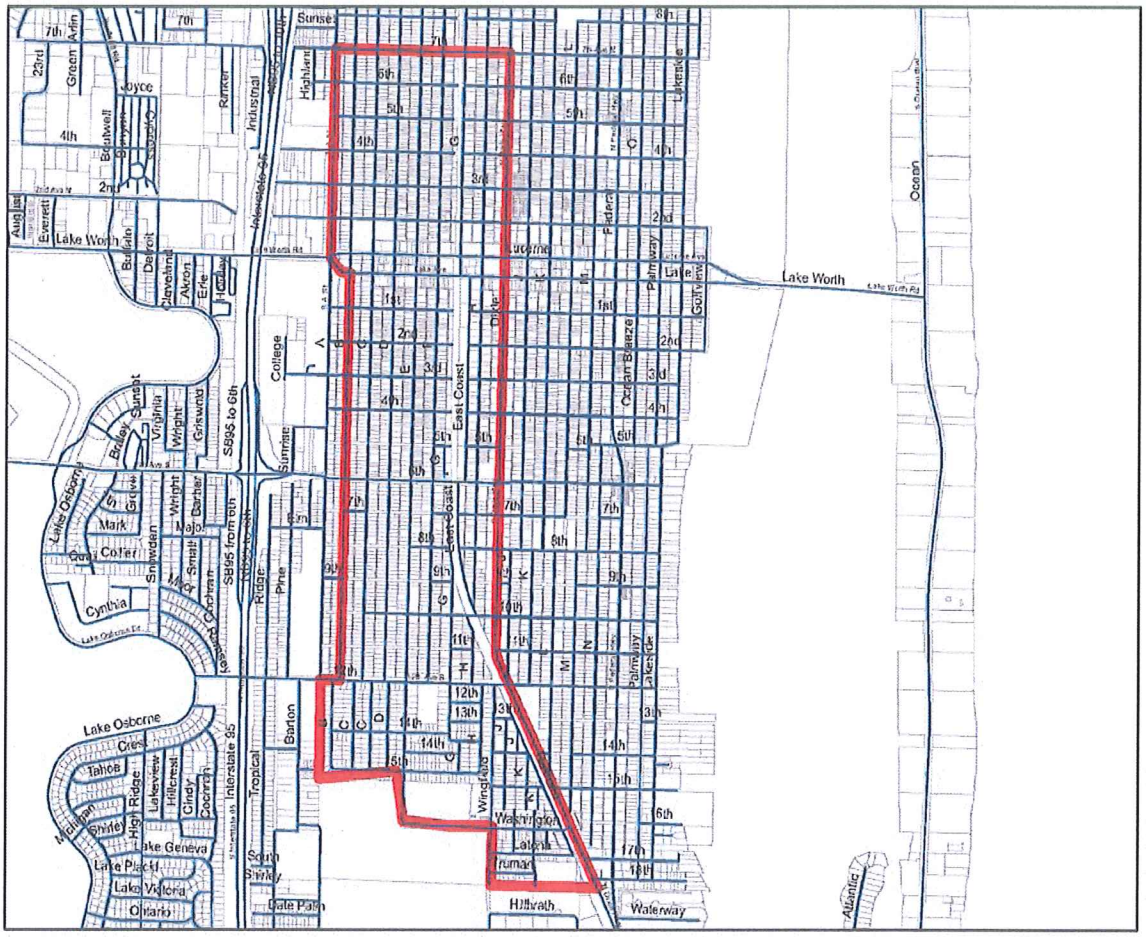
ATTEST:

_____
Pamela J. Lopez, City Clerk

City of Lake Worth Target Area: The target area is located in CT 44.02, 51, 52.01, and 52.02, and includes all or part of BG 1,2,3,4, and 5. The area is bounded on the north by 7th Avenue North; on the east by Dixie Highway; and the south by the Town of Lantana municipal limits; and on the west by South "B" Street and North and South "A" Street. The area is included in Range 43, Township 44, Sections 21, 28, 33 and 34, and is approximately 1.0 square mile in size.

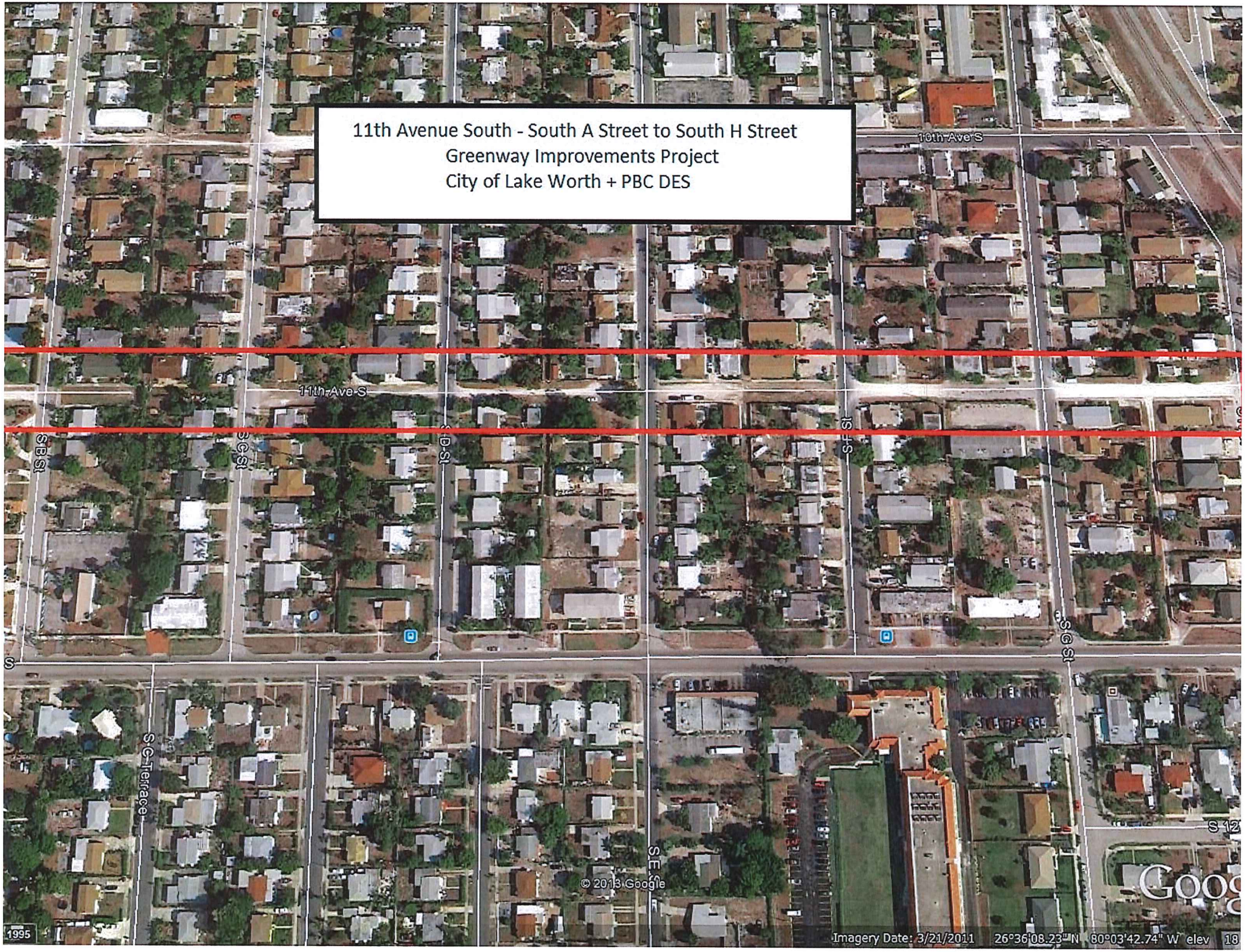
The estimated percentage of low/mod income persons in the area is 75.4%. Of the area's population, approximately 7077 are White (46.3 %); 4561 are Black (29.9%); and 3637 are of other races (23.8%). In addition, approximately 5694 persons (37.3%) are of Hispanic origin.

Of 6003 housing structures, 1353 (25.5%) are overcrowded. Further, 39.9% are categorized as "sound"; 48.8% exhibit "minor deterioration"; 9.7% exhibit "major deterioration"; and 1.6% are "dilapidated."



City of Lake Worth Target Area

Source: 2000 US Census
Palm Beach County GIS


11th Avenue South - South A Street to South H Street
Greenway Improvements Project
City of Lake Worth + PBC DES
10th Ave S
11th Ave S
S B St
S C St
S D St
S F St
S G St
S C Terrace
S E St
© 2013 Google
1995
Imagery Date: 3/21/2011 26°36'08.23" N 80°03'42.74" W elev 18

11TH AVENUE SOUTH - PHASE 1
STREET TO SOUTH H STREET GREENWAY PROJECT

SOUTH A
COST ESTIMATE

	GENERAL CONDITIONS	QTY		UNIT PRICE	TOTAL
1	MOBILIZATION	1	LS	12,000	12,000
2	MAINTENANCE OF TRAFFIC	1	LS	5,000	5,000
3	PROFESSIONAL VIDEO RECORDING	1	LS	656	656
	EARTHWORK				
4	CLEARING AND GRUBBING	1	LS	25,000	25,000
5	EARTHWORK	1	LS	20,000	20,000
	GREENWAY IMPROVEMENTS				
6	8' WIDE CONCRETE MULTI-USE PATH (6" THICK)	1,820	SY	45	81,900
7	4" THICK CONCRETE SIDEWALK (AT ROADS)	140	SY	36	5,040
8	CURB RAMP W/ TRUNCATED MAT (CAST INTO RAMP)	14	EA	750	10,500
9	6" THICK CONCRETE DRIVEWAY AND AISLE	600	SY	45	27,000
10	BAHIA SODDING	5,600	SY	2.50	14,000
	SIGNAGE AND STRIPING				
11	THERMOPLASTIC CROSSWALK STRIPING COMPLETE	8	EA	500	4,000
12	W11-2 WITH W16-9P SIGNS	16	EA	150	2,400
13	W11-2 WITH W16-7PL SIGNS	16	EA	150	2,400
	ALLOWANCE				
14	GENERAL ALLOWANCE	1	LS	2,500	2,500
					212,396.00

CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600· Fax: 561-586-1750

AGENDA DATE: March 18, 2014, Regular Meeting **DEPARTMENT:** Public Services

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EXECUTIVE BRIEF

TITLE:
Amendment No. 1 to a contract with the Florida Department of Corrections for inmate labor

SUMMARY:

The Amendment will renew the current contract for one year through April 19, 2015, and adds a provision to comply with the Prison Rape Elimination Act.

BACKGROUND AND JUSTIFICATION:
On March 5, 2013, the City Commission approved a contract with the Florida Department of Corrections to provide inmate labor in work programs under the supervision of the Florida Department's staff. An inmate work squad consists of up to seven inmates plus a Florida Department of Corrections Guard/Supervisor. The work squad is available five days per week throughout the year except when a Department of Correction Guard is on vacation or sick. This service will continue to be overseen by the City's Ground Maintenance Division.

MOTION:
I move to approve/disapprove Contract # WS817 Amendment 1.

ATTACHMENT(S):
Fiscal Impact Analysis
2013 Contract
Amendment No. 1

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	0	0	0	0	0
Operating Expenditures	23,957.08	33,539.92	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	23,957.08	33,539.92	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Public Services

Account Number	Account Description	FY2014 Budget	Pre Exp; Balance	Expenditure for this item	Post Exp; Balance
001-5040-519.34-50	Contractual Services/ Other Contractual Services	152,000.00	38,401.00	23,957.08	14,443.92

*Contract is from April 2014 to April 2015

Additional funds needed from FY2015 Budget	33,539.92
	57,497.00

C. Department Fiscal Review: _____

CONTRACT # WS817

C-1409-2
3/5/13 RM
CON-B

CONTRACT BETWEEN

THE FLORIDA DEPARTMENT OF CORRECTIONS

AND

CITY OF LAKE WORTH

This Contract is between the Florida Department of Corrections ("Department") and City of Lake Worth ("Agency") which are the parties hereto.

WITNESSETH

WHEREAS, Section 944.10(7) and Section 946.40, Florida Statutes and Rules 33-601.201 and 33-601.202, Florida Administrative Code, provide for the use of inmate labor in work programs;

WHEREAS, inmate labor will be used for the purposes of providing services and performing work under the supervision of the Department's staff;

WHEREAS City of Lake Worth is a qualified and willing participant with the Department to contract for an inmate work squad(s); and

WHEREAS, the parties hereto find it to be in their best interests to enter into this Contract, and in recognition of the mutual benefits and considerations set forth, the parties hereto covenant and agree as follows:

I. CONTRACT TERM/RENEWAL

A. This Contract shall begin on April 20, 2013 or the last date of signature by all parties, whichever is later.

This Contract shall end at midnight one (1) year(s) from the last date of signature by all parties or April 19, 2014, whichever is later. In the event this Contract is signed by the parties on different dates, the latter date shall control.

B. Contract Renewal

This Contract may be renewed, for one (1) additional one (1) year period after the initial Contract period upon the same terms and conditions contained herein. The Contract renewal is at the Agency's initiative with the concurrence of the Department. The decision to exercise the option to renew should be made no later than sixty (60) days prior to the Contract expiration.

II. SCOPE OF CONTRACT

A. Administrative Functions

1. Each party shall cooperate with the other in any litigation or claims against the other party as a result of unlawful acts committed by an inmate(s) performing services under this Contract between the parties.

2. Each party will retain responsibility for its personnel, and its fiscal and general administrative services to support this Contract.

3. Through their designated representatives, the parties shall collaborate on the development of policies and operational procedures for the effective management and operation of this Contract.

B. Description of Services

1. Responsibilities of the Department

   a. Pursuant to Chapter 33-601.202(2)(a), F.A.C., supervision of the work squad(s) will be provided by the Department. The Department shall provide one (1) Correctional Work Squad Officer position(s) to supervise an inmate work squad(s). This Contract provides for one (1) Work Squad(s) of up to seven (7) inmates.

   b. The Department shall ensure the availability of the work squad(s) except: when weather conditions are such that to check the squad(s) out would breach good security practices; when the absence of the Correctional Work Squad Officer is necessary for reasons of required participation in training or approved use of leave; when the Officer's presence is required at the institution to assist with an emergency situation; when the officer is ill; or when the Correctional Work Squad Officer position is vacant. In the event a position becomes vacant, the Department shall make every effort to fill the position(s) within five (5) working days.

   c. For security and other reasons, the Department shall keep physical custody of the vehicles, trailers, and all tools, equipment, supplies, materials and personal work items (gloves, boots, hard hats, etc.) furnished by the Agency. (The Department shall maintain an inventory of all property, expendable and non-expendable, provided by the Agency, which is in the care, custody, and control of the Department.) A hand receipt shall be signed by the Department's Work Squad Supervisor upon the issuance and return of non-expendable items.

   d. In the event of damage to property as a result of an accident charged to a Department employee or blatant acts of vandalism by inmates, or loss of tools and equipment, the Agency may request that the Department replace or repair to previous condition the damaged or lost property.

   e. The Department shall be reimbursed by the Agency for the Department's costs associated with this Contract in accordance with Addendum A.

Once the Agency reimburses the Department for the costs reflected on Addendum A, Section IV., these items will be placed on the Department's property records, as appropriate, and upon the end or termination of this Contract such items will be transferred to the Agency.

f. The Department shall, to the maximum extent possible, maintain stability in the inmate work force assigned to the work squad on a day-to-day basis in order to maximize the effectiveness of the work squad.

g. The Department shall provide food and drinks for inmates' lunches.

h. The Department shall be responsible for the apprehension of an escapee and handling of problem inmates. The Department shall provide transportation from the work site to the correctional facility for inmates who refuse to work, become unable to work, or cause a disruption in the work schedule.

i. The Department shall be responsible for administering all disciplinary action taken against an inmate for infractions committed while performing work under this Contract.

j. The Department shall provide for medical treatment of ill or injured inmates and transportation of such inmates.

k. The Department shall provide inmates with all personal items of clothing appropriate for the season of the year.

l. The Department shall be responsible for driving the Correctional Work Squad Officer and the inmates to and from the work site.

m. Both parties agree that the Department is making no representations as to the level of skills of the work squad.

2. Responsibilities of the Agency

a. The Agency shall periodically provide the Department's Contract Manager with a schedule of work to be accomplished under the terms of this Contract. Deviation from the established schedule shall be reported to, and coordinated with, the Department.

b. If required, the Agency shall obtain licenses or permits for the work to be performed. The Agency shall provide supervision and guidance for projects that require a permit or which require technical assistance to complete the project.

c. The Agency shall ensure that all projects utilizing inmates are authorized projects of the municipality, city, county, governmental Agency, or non-profit organization and that private contractors employed by the Agency do not use inmates as any part of their labor force.

d. The Agency shall retain ownership of any vehicles or equipment provided by the Agency for the work squad. The Agency shall maintain its own inventory of transportation, tools and equipment belonging to the Agency.

e. The Agency shall provide vehicles for transportation of the work squads.

3. Communications Equipment

It is the intent of this Contract that the Work Squad have and maintain communication with the institution at all times. A method of communication (radios, cellular phone, etc.), shall be provided at no cost to the Department. The Agency shall provide a primary method of communication that shall be approved by the Contract Manager in writing prior to assignment of the work squad. Depending upon the method of communication provided, the Contract Manager may require a secondary or back-up method of communication.

All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract. Under no circumstances shall the Agency accept the return of radio communications equipment provided to the Department under this Contract until such time as the radio communications equipment has been deprogrammed by the Department.

At the end or termination of this Contract, the Department's Contract Manager will contact the Department's Utility Systems/Communications Engineer in the Bureau of Field Support Services, Central Office, to effect the deprogramming of radio communications equipment provided by the Agency.

a. Vehicle Mounted Radios:

Vehicles provided by the Agency that are or that will be equipped with a mobile/vehicle mounted radio programmed to the Department's radio frequency(ies) will be retained by the Department to ensure security of the communication equipment except for short durations dictated by the need for vehicle and/or communications equipment maintenance and/or repair. The use of these vehicle(s) during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

b. Hand Held Radios:

Hand held radios provided by the Agency that are or that will be programmed to the Department's radio frequency(ies) will be retained by the Department to ensure security of the communication equipment except for short durations dictated by the need for maintenance and/or repair. The use of any hand held radio(s) provided by the Agency that is programmed to a Department radio frequency utilized by the Agency during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

c. Cellular Phones:

Cellular phones may be utilized by the work squad officer as either a primary or secondary means of communication as approved by the Contract Manager. The Contract Manager shall designate whether the usage of a cellular phone is required on Addendum A. The cellular phone will be retained by the Department and upon the end or termination of this Contract, returned to the Agency. The use of the cellular phone is not authorized for any purposes other than as indicated in this Contract.

4. Other Equipment

The Contract Manager shall determine if an enclosed trailer is required for the work squad to transport tools and equipment utilized in the performance of this Contract and shall notify the Agency when a trailer is necessary. The Contract Manager shall designate whether the usage of an enclosed trailer is required on Addendum A.

If a trailer for the work squad is provided by the Agency at no cost to the Department, and the Department maintains the trailer when the squad is not working, the Agency shall provide an enclosed trailer that can be secured when not in use. All tools and equipment utilized by the work squad shall be secured in the trailer. Upon the end or termination of this Contract, the trailer will be returned to the Agency.

III. COMPENSATION

A. Payment to the Department

1. **Total Operating Capital To Be Advanced By Agency**, as delineated in Section V., of Addendum A, shall be due and payable upon execution of the Contract. The Department will not proceed with the purchase until payment, in full, has been received and processed by the Department's Bureau of Finance and Accounting. Delays in receipt of these funds may result in start-up postponement or interruption of the services provided by the Work Squad.

2. **Total Costs To Be Billed To Agency By Contract**, as delineated in Section VI., of Addendum A, will be made quarterly, in advance, with the first payment equaling one-fourth of the total amount, due within two (2) weeks after the effective date of the Contract. The second quarterly payment is due no later than the 20th day of the last month of the first Contract quarter. Payment for subsequent consecutive quarters shall be received no later than the 20th day of the last month of the preceding Contract quarter.

3. In the event the Correctional Work Squad Officer position becomes vacant and remains vacant for a period of more than five (5) working days, the next or subsequent billing will be adjusted by the Department for services not provided.

4. The Agency shall insure any vehicles owned by the Agency used under this Contract.

5. The rate of compensation shall remain in effect through the term of the Contract or subsequent to legislative change. In the event there is an increase/decrease in costs identified in Addendum A, this Contract shall be amended to adjust to such new rates.

B. Official Payee

The name and address of the Department's official payee to whom payment shall be made is as follows:

Department of Corrections
Bureau of Finance and Accounting
Attn: Professional Accountant Supervisor
Centerville Station
Call Box 13600
Tallahassee, Florida 32317-3600

C. Submission of Invoice(s)

The name, address and phone number of the Agency's official representative to whom invoices shall be submitted to is as follows:

Michael Bornstein, City Manager
City of Lake Worth
7 North Dixie Highway
Lake Worth, Florida 33460
Telephone: (561) 586-1630

IV. CONTRACT MANAGEMENT

The Department will be responsible for the project management of this Contract. The Department has assigned the following named individuals, address and phone number as indicated, as Contract Manager and Contract Administrator for the Project.

A. Department's Contract Manager

The Warden of the Correctional Institution represented in this Contract is designated Contract Manager for the Department and is responsible for enforcing performance of the Contract terms and conditions and shall serve as a liaison with the Agency. The position, address and telephone number of the Department's Contract Manager for this Contract is:

Warden
Martin Correctional Institution
1150 S.W. Allapattah Road
Indiantown, Florida 34956
Telephone: (772) 597-3705

B. Department's Contract Administrator

The Chief, Bureau of Contract Management and Monitoring is designated Contract Administrator for the Department and is responsible for maintaining a Contract file on this Contract service and will serve as a liaison with the Contract Manager for the Department. The address and telephone number of the Department's Contract Administrator for this Contract is:

Chief, Bureau of Contract Management and Monitoring
Florida Department of Corrections
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3961
Fax: (850) 488-7189

C. Agency's Representative

The name, address and telephone number of the representative of the Agency is:

Michael Bornstein, City Manager
City of Lake Worth
7 North Dixie Highway
Lake Worth, Florida 33460
Telephone: (561) 586-1630

D. Changes to Designees

In the event that different representatives are designated by either party after execution of this Contract, notice of the name and address of the new representatives will be rendered in writing to the other party and said notification attached to originals of this Contract.

V. CONTRACT MODIFICATIONS

Modifications to provisions of this Contract shall only be valid when they have been rendered in writing and duly signed by both parties. The parties agree to renegotiate this Contract if stated revisions of any applicable laws, regulations or increases/decreases in allocations make changes to this Contract necessary.

VI. TERMINATION/CANCELLATION

Termination at Will

This Contract may be terminated by the Agency upon no less than sixty (60) calendar days notice and upon no less than thirty (30) calendar days by the Department, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. In the event of termination, the Department shall be paid for all costs incurred and hours worked up to the time of termination. The Department shall reimburse the Agency for any advance payments, prorated as of the last day worked.

VII. CONDITIONS

A. Records

The Department and the Agency agree to maintain books, records and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices.

The Department and the Agency agree to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119 of the Florida Statutes, and made or received by the Agency in conjunction with this Contract. It is expressly understood that substantial evidence of either the Department's or the Agency's refusal to comply with this provision shall constitute a breach of Contract.

B. Annual Appropriation

The Department's performance under this Contract is contingent upon an annual appropriation by the legislature. It is also contingent upon receipt of payments as outlined in Addendum A and in Section III, COMPENSATION.

C. Disputes

Any dispute concerning performance of the Contract shall be resolved informally by the Contract Manager. Any dispute that can not be resolved informally shall be reduced to writing and delivered to the Assistant Secretary of Institutions. The Assistant Secretary of Institutions, shall decide the dispute, reduce the decision to writing, and deliver a copy to the Agency with a copy to the Contract Administrator and Contract Manager.

D. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, civil, or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, strikes, labor disputes, shortages of suitable parts, materials, labor, or transportation to the extent such events are beyond the reasonable control of the party claiming excuse from liability resulting there from.

E. Severability

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted.

F. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Agency as a result of any discussions with any Department employee. Only those communications which are in writing from the Department's administrative or project staff identified in Section IV, CONTRACT MANAGEMENT, of this Contract shall be considered as a duly authorized expression on behalf of the Department. Only communications from the Agency that are signed and in writing will be recognized by the Department as duly authorized expressions on behalf of the Agency.

G. No Third Party Beneficiaries

Except as otherwise expressly provided herein, neither this Contract, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

H. Utilization of E-Verify

As required by State of Florida Executive Order Number 11-116, the Contractor identified in this Contract is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of: all persons employed during the contract term by the Contractor to perform employment duties pursuant to the Contract, within Florida; and all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Contract with the Department. (http://www.uscis.gov/e-verify) Additionally, the Contractor shall include a provision in all subcontracts that requires all subcontractors to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of: all persons employed during the contract term by the Contractor to perform work or provide services pursuant to this Contract with the Department.

Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

This Contract will be governed by and construed in accordance with the laws of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

This Contract and Addendum A contain all of the terms and conditions agreed upon by the parties.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

AGENCY: CITY OF LAKE WORTH

SIGNED BY: _____

NAME: Pam Triolo

TITLE: mayor

DATE: March 5, 2013

FEID #: 59-6000358

DEPARTMENT OF CORRECTIONS

SIGNED BY: _____

NAME: **Michael D. Crews**

TITLE: **Secretary**
Department of Corrections

DATE: 3/28/13

Approved as to form and legality, subject to execution.

SIGNED BY: _____

NAME: **Jennifer A. Parker**

TITLE: **General Counsel**
Department of Corrections

DATE: 3/15/2013

Addendum A

Inmate Work Squad Detail of Costs for City of Lake Worth

Interagency Contract Number WS817 Effective April 20, 2013

ENTER MULTIPLIERS IN SHADED BOXES ONLY IF TO BE INVOICED TO AGENCY

I. CORRECTIONAL WORK SQUAD OFFICER SALARIES AND POSITION RELATED-EXPENSES TO BE REIMBURSED BY THE AGENCY:

			Per Officer Annual Cost		Total Annual Cost
Officers Salary	# Officer: Multiplier	1	$ 54,194.00	**	$ 54,194.00
Salary Incentive Payment			$ 1,128.00		$ 1,128.00
Repair and Maintenance			$ 121.00		$ 121.00
State Personnel Assessment			$ 399.00		$ 399.00
Training/Criminal Justice Standards			$ 200.00		$ 200.00
Uniform Purchase			$ 400.00		$ 400.00
Uniform Maintenance			$ 350.00		$ 350.00
Training/Criminal Justice Standards *			$ 1,642.00		
Technology Fee			$ 462.00		$ 462.00
TOTAL - To Be Billed By Contract To Agency			$ 58,896.00		$ 57,254.00

*Cost limited to first year of contract as this is not a recurring personnel/position cost.

** Annual cost does not include overtime pay.

IA. **The Overtime Hourly Rate of Compensation for this Contract is $31.85, if applicable.** (The Overtime Hourly Rate of Compensation shall include the average hourly rate of pay for a Correctional Officer and the average benefit package provided by the department, represented as time and one half for purposes of this Contract.)

II. ADMINISTRATIVE COSTS TO BE REIMBURSED BY THE AGENCY:

	Number Squads	Total Annual Cost
Costs include but may not be limited to the following: Rain coats, staff high visibility safety vest, inmate high visibility safety vest, fire extinguisher, first aid kit, personal protection kit, flex cuffs, warning signs, handcuffs, Igloo coolers, portable toilets, insect repellants, masks, vaccinations, and other administrative expenses.	1	$ 750.00
TOTAL - To Be Billed By Contract To Agency		$ 750.00

III. ADDITIONAL AGENCY EXPENSES:

Tools, equipment, materials and supplies not listed in Section II above are to be provided by the Agency.

CELLULAR PHONE WITH SERVICE REQUIRED: YES [X] NO [ ]

ENCLOSED TRAILER REQUIRED: YES [ ] NO [X]

Addendum A
Inmate Work Squad Detail of Costs for City of Lake Worth
Interagency Contract Number WS817 Effective April 20, 2013

IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:

			Per Unit Cost	Number of Units	Total Cost	Bill To Agency	Provided By Agency	Already Exists
Hand Held Radio	MACOM	$4833.00		1	$ -			X
Vehicle Mounted Radio	MACOM	$5119.00			$ -			
TOTAL Operating Capital To Be Advanced By Agency					$ -			

V. TOTAL COSTS TO BE ADVANCED BY AGENCY:

	Total Cost
1. Operating Capital - from Section IV.	$0.00
2. Grand Total - To Be Advanced By Agency At Contract Signing:	$0.00

VI. TOTAL COSTS TO BE BILLED TO AGENCY BY CONTRACT:

	Total Cost
1. Correctional Officer Salaries and Position-Related Expenses - from Section I.	$57,254.00
2. Other Related Expenses and Security Supplies - from Section II.	$750.00
3. Grand Total - To Be Billed To Agency By Contract:	$58,004.00

VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT:
(Total of Sections V. and VI.) $58,004.00

VIII. OVERTIME COSTS:
If the contracting Agency requests overtime for the work squad which is approved by the Department, the contracting Agency agrees to pay such costs and will be billed separately by the Department for the cost of overtime.

Addendum A - INSTRUCTIONS
Inmate Work Squad Detail of Costs for City of Lake Worth
Interagency Contract Number WS817 Effective April 20, 2013

Section I. Costs in this section are determined each fiscal year by the Budget and Management Evaluation Bureau and are fixed. By entering the number of Officers required for this contract, the spreadsheet will automatically calculate the "Total Annual Cost" column. If this Work Squad is beyond the first year of existence, enter a zero (0) in the "Total Annual Cost" column for "Training/Criminal Justice Standards" **after** you have entered the "# Officers Multiplier".

Section II. Safety and environmental health procedures require safety measures such as the use of safety signs, vests, and clothing. The Department's procedure for Outside Work Squads requires that all Work Squad Officers be responsible for ensuring their squad is equipped with a first aid kit and a personal protection equipment (PPE) kit. Section II identifies such required equipment. A new squad must be sufficiently equipped and an on-going squad must be re-supplied when needed. Type in the number of squads used for this contract and the spreadsheet will automatically calculate the fixed annual expense of $750.00 per squad and place the total in Section VI.

Section III. Check "Yes" or "No" to indicate whether a Cellular Phone with Service and/or an Enclosed Trailer is required by the Contract Manager.

Section IV. The Department's procedure for Outside Work Squads requires that they have at least one (1) primary means of direct communication with the Institution's Control Room. Communication via radio and/or cellular phone is appropriate. It is preferred that a backup, secondary means of communication also be available. It is the Agency's responsibility to provide them. If the Department purchases a radio(s), the Agency must fund the purchase at the time the Contract is signed. Check the box for the type of radio and fill in the Per Unit Cost for the type of radio, Number of Units, and Total Cost columns. Leave the Total Cost column blank if a radio(s) is not being purchased at this time. Check applicable boxes ("Bill to Agency", "Provided by Agency" and "Already Exists") for each radio.
NOTE: All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract.

Section V. The total funds the Agency must provide at the time the contract is signed will be displayed here when the form is properly filled out.

Section VI. The total funds the Agency will owe contractually, and pay in equal quarterly payments, will be displayed here.

Section VII. The total funds associated with the Contract, to be paid by the Agency as indicated in Sections V. and VI., will be displayed here.

Section VIII. Any agreement in this area will be billed separately as charges are incurred.

CONTRACT # WS817
Amendment # 1

CONTRACT AMENDMENT BETWEEN

THE DEPARTMENT OF CORRECTIONS

AND

CITY OF LAKE WORTH

This is an Amendment to the Contract between the Florida Department of Corrections ("Department") and City of Lake Worth ("Agency") to provide for the use of inmate labor in work programs.

This Amendment:

- renews the Contract for one (1) year pursuant to **Section I.**, B., Contract Renewal;
- revises the end date of the Contract referenced in **Section I.**, A., Contract Term;
- adds **Section VII.**, I., Prison Rape Elimination Act; and
- replaces Addendum A with Revised Addendum A, effective April 20, 2014.

Original contract period: April 20, 2013 through April 19, 2014

In accordance with **Section V., CONTRACT MODIFICATIONS**, the following changes are hereby made:

1. **Section I.**, A., Contract Term, is hereby revised to read:

   A. This Contract began April 20, 2013 and shall end at midnight on April 19, 2015.

   This Contract is in its final renewal year.

2. **Section VII.**, I., Prison Rape Elimination Act (PREA) is hereby added:

   I. Prison Rape Elimination Act (PREA)

   The Agency will comply with the national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115. The agency will also comply with all Department policies and procedures that relate to PREA.

3. Pursuant to **Section III.**, Compensation, A., 5, the rate of compensation is amended to reflect the rates indicated in Revised Addendum A. Addendum A is hereby replaced with Revised Addendum A, effective April 20, 2014.

BALANCE OF PAGE INTENTIONALLY LEFT BLANK

All other terms and conditions of the original Contract remain in full force and effect.

This Amendment shall begin on April 20, 2014 or the last date of signature by all parties, whichever is later.

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed by their undersigned officials as duly authorized.

AGENCY: CITY OF LAKE WORTH

SIGNED BY:	_____	SIGNED BY:	CJA for _____
NAME:	**Pam Triolo**	NAME:	**Glen J. Torcivia**
TITLE:	**Mayor**	TITLE:	**City Attorney**
DATE:	_____	DATE:	_____
FEID #:	_____		

SIGNED BY	_____
NAME:	**Pamela J. Lopez**
TITLE:	**City Clerk to Attest**

DEPARTMENT OF CORRECTIONS

Approved as to form and legality, subject to execution.

SIGNED BY:	_____	SIGNED BY:	_____
NAME:	**Michael D. Crews**	NAME:	**Jennifer A. Parker**
TITLE:	**Secretary** **Department of Corrections**	TITLE:	**General Counsel** **Department of Corrections**
DATE:	_____	DATE:	_____

Revised Addendum A
Inmate Work Squad Detail of Costs for City of Lake Worth
Interagency Contract Number WS817 Amd #1 Effective April 20, 2014

ENTER MULTIPLIERS IN SHADED BOXES ONLY IF TO BE INVOICED TO AGENCY

I. CORRECTIONAL WORK SQUAD OFFICER SALARIES AND POSITION RELATED-EXPENSES TO BE REIMBURSED BY THE AGENCY:

			Per Officer Annual Cost		Total Annual Cost
Officers Salary	# Officers Multiplier	1	$ 54,194.00	**	$ 54,194.00
Salary Incentive Payment			$ 1,128.00		$ 1,128.00
Repair and Maintenance			$ 121.00		$ 121.00
State Personnel Assessment			$ 354.00		$ 354.00
Training/Criminal Justice Standards			$ 200.00		$ 200.00
Uniform Purchase			$ 400.00		$ 400.00
Uniform Maintenance			$ 350.00		$ 350.00
Training/Criminal Justice Standards *			$ 2,225.00		
TOTAL - To Be Billed By Contract To Agency			$ 58,972.00		$ 56,747.00

*Cost limited to first year of contract as this is not a recurring personnel/position cost.
** Annual cost does not include overtime pay.

IA. **The Overtime Hourly Rate of Compensation for this Contract is $31.85, if applicable.** (The Overtime Hourly Rate of Compensation shall include the average hourly rate of pay for a Correctional Officer and the average benefit package provided by the department, represented as time and one half for purposes of this Contract.)

II. ADMINISTRATIVE COSTS TO BE REIMBURSED BY THE AGENCY:

	Number Squads	Total Annual Cost
Costs include but may not be limited to the following: Rain coats, staff high visibility safety vest, inmate high visibility safety vest, fire extinguisher, first aid kit, personal protection kit, flex cuffs, warning signs, handcuffs, Igloo coolers, portable toilets, insect repellants, masks, vaccinations, and other administrative expenses.	1	$ 750.00
TOTAL - To Be Billed By Contract To Agency		$ 750.00

III. ADDITIONAL AGENCY EXPENSES:

Tools, equipment, materials and supplies not listed in Section II above are to be provided by the Agency.

CELLULAR PHONE WITH SERVICE REQUIRED: YES [X] NO [ ]
ENCLOSED TRAILER REQUIRED: YES [ ] NO [X]

Revised Addendum A
Inmate Work Squad Detail of Costs for City of Lake Worth
Interagency Contract Number WS817 Amd #1 Effective April 20, 2014

IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:

			Per Unit Cost	Number of Units	Total Cost	Bill To Agency	Provided By Agency	Already Exists
Hand Held Radio	MACOM	$4969.00	X		$ -			X
Vehicle Mounted Radio	MACOM	$5400.00		1	$ -			
TOTAL Operating Capital To Be Advanced By Agency					$ -			

V. TOTAL COSTS TO BE ADVANCED BY AGENCY:

	Total Cost
1. Operating Capital - from Section IV.	$0.00
2. Grand Total - To Be Advanced By Agency At Contract Signing:	$0.00

VI. TOTAL COSTS TO BE BILLED TO AGENCY BY CONTRACT:

	Total Cost
1. Correctional Officer Salaries and Position-Related Expenses - from Section I.	$56,747.00
2. Other Related Expenses and Security Supplies - from Section II.	$750.00
3. Grand Total - To Be Billed To Agency By Contract:	$57,497.00

VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT: $57,497.00
(Total of Sections V. and VI.)

VIII. OVERTIME COSTS:
If the contracting Agency requests overtime for the work squad which is approved by the Department, the contracting Agency agrees to pay such costs and will be billed separately by the Department for the cost of overtime.

Addendum A - INSTRUCTIONS
Inmate Work Squad Detail of Costs for City of Lake Worth
Interagency Contract Number WS817 Amd #1 Effective April 20, 2014

Section I. Costs in this section are determined each fiscal year by the Budget and Management Evaluation Bureau and are fixed. By entering the number of Officers required for this contract, the spreadsheet will automatically calculate the "Total Annual Cost" column. If this Work Squad is beyond the first year of existence, enter a zero (0) in the "Total Annual Cost" column for "Training/Criminal Justice Standards" **after** you have entered the "# Officers Multiplier".

Section II. Safety and environmental health procedures require safety measures such as the use of safety signs, vests, and clothing. The Department's procedure for Outside Work Squads requires that all Work Squad Officers be responsible for ensuring their squad is equipped with a first aid kit and a personal protection equipment (PPE) kit. Section II identifies such required equipment. A new squad must be sufficiently equipped and an on-going squad must be re-supplied when needed. Type in the number of squads used for this contract and the spreadsheet will automatically calculate the fixed annual expense of $750.00 per squad and place the total in Section VI.

Section III. Check "Yes" or "No" to indicate whether a Cellular Phone with Service and/or an Enclosed Trailer is required by the Contract Manager.

Section IV. The Department's procedure for Outside Work Squads requires that they have at least one (1) primary means of direct communication with the Institution's Control Room. Communication via radio and/or cellular phone is appropriate. It is preferred that a backup, secondary means of communication also be available. It is the Agency's responsibility to provide them. If the Department purchases a radio(s), the Agency must fund the purchase at the time the Contract is signed. Check the box for the type of radio and fill in the Per Unit Cost for the type of radio, Number of Units, and Total Cost columns. Leave the Total Cost column blank if a radio(s) is not being purchased at this time. Check applicable boxes ("Bill to Agency", "Provided by Agency" and "Already Exists") for each radio.
NOTE: All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract.

Section V. The total funds the Agency must provide at the time the contract is signed will be displayed here when the form is properly filled out.

Section VI. The total funds the Agency will owe contractually, and pay in equal quarterly payments, will be displayed here.

Section VII. The total funds associated with the Contract, to be paid by the Agency as indicated in Sections V. and VI., will be displayed here.

Section VIII. Any agreement in this area will be billed separately as charges are incurred.

CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600· Fax: 561-586-1750

AGENDA DATE: March 18, 2014, Regular Meeting **DEPARTMENT:** Community Sustainability

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EXECUTIVE BRIEF

TITLE:
Contracts authorizing demolition services for Code Remediation Program

SUMMARY:

The Contracts authorize demolition services, under the City's Code Remediation Program, for a term of one (1) year with the option to exceed the contract for an additional two (2) one (1) year terms.

BACKGROUND AND JUSTIFICATION:
The City has experienced a serious decline in the overall condition of many residential and commercial properties due to the economic downturn and recession beginning in 2007. Many of the structures involved necessitate emergency demolition to remediate code compliances violations and to address life safety issues. To date Code Compliance has exhausted all legal avenues to encourage responsible property owners and parties to privately handle the demolitions. Unfortunately, in dozens of cases the code compliance process has not resulted in private actions, and the City must now intervene and perform the demolitions under its Chronic Nuisance program. The program affords the City to perform remediation activities including but not limited to demolitions on private property. If the cost for the services is not reimbursed by the property owner and/or responsible party, then the cost can be attached to the property's tax card as an assessment, which ultimately will be paid upon the outstanding taxes on the property being paid.

Currently, there are approximately, fifty (50) properties on a growing list of properties that require demolition. The Building Official in tandem with Code Compliance and the Palm Beach Sheriff's Office (PBSO) has evaluated the list and prioritized them according to worst first. Required legal notifications already have been prepared for nearly a dozen with demolitions anticipated to begin by early April. To pursue this effort, the City issued a Request for Qualifications for demolition services. The City received proposals from six (6) demolition contractors, and a selection committee evaluated the proposals and four (4) contractors were short listed and asked to sign contracts with the City. The Request for Qualifications and Evaluation Matrix for the selection of the four (4) firms are attached. The proposed contracts with the four (4) demolition contractor are attached. The recommended demolition contractors are: Arbor Tree & Land; The BG Group, LLC; Cross Construction Services; and, Wells Brothers Construction Company.

Approval of the top ranked four (4) demolition contractors and their contracts with the City allows the City to move more quickly with the demolitions and to expend all available funds for this endeavor. Upon award of the contracts, proposals will be solicited from all four contractors for each property that is to be demolished. City staff will select the best proposal for each property. Requested proposals may include more than one (1) property in an effort to save time and funding. If any proposal exceeds the $25,000 purchasing threshold, City staff will obtain City Commission approval to proceed with the demolition. Proposals which are $25,000 or less can be approved by the City Manager. The contracts establish a continuing services approach for a one (1) year term with the option to extend two (2) additional one (1) year terms. At present, there is just over $260,000 available for demolitions. If more funding is needed this fiscal year, a budget amendment will be prepared and brought to the Commission for consideration.

MOTION:
I move to approve/disapprove a continuing services professional contract with Arbor Tree & Land; The BG Group, LLC; Cross Construction Services, Inc.; and, Wells Brothers Construction Company for demolition services.

Attachments:
Fiscal Impact Analysis
Request for Qualifications
Evaluation Matrix
Four (4) contracts with the Demolition Contractors

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	0	0	0	0	0
Operating Expenditures	$266,825	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	$266,825	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact: $64,414 was budgeted for demolition services during Fiscal Year 2014. Account No. 160-2040-515-34-80. An additional $202,411 was budgeted for contractual services that can provide supplemental funds for demolitions. Account No. 160-2040-515-31-88.

Arbor Tree & Land	**Community Code Compliance Div**					
Account Number	**Account Description**	**Project #**	**FY14 Budget**	**Current Balance**	**Agenda Item Expenditure**	**Remaining Balance**
160-2040-515-31-88	Demolition	N/A	64,414	64,414	Up to 64,414	0
160-2040-515-34-50	Contractual Services	N/A	202,411	202,411	Up to 202,411	0

C. Department Fiscal Review: __WW__

Request for Qualifications

The City of Lake Worth

REQUEST FOR QUALIFICATIONS

RFQ # 12-13-303

DEMOLITION CONTRACTORS

Where the Tropics Begin

Where the Tropics Begin

PROCUREMENT OFFICE
7 North Dixie Hwy.
Lake Worth, FL 33460
TEL: 561-586-1674

REQUEST FOR QUALIFICATIONS
RFQ # 12-13-303

DEMOLITION CONTRACTORS

This Request for Qualifications ("RFQ") is being issued by the City of Lake Worth. The purpose of this notice is to solicit qualifications from Demolition Contractors to pre-qualify for an official "Bidders List" of contractors to provide demolition services for single family, multi-family and commercial structures. The Bidders List will be used to solicit sealed bids for the City's demolition of qualifying properties located in the City. **See Appendix L –Boundaries and Map**. All pre-qualified contractors will be invited to bid on future demolition projects. Bidding for demolition services will be based upon need and funding availability.

Demolition is defined as the demolition and removal of building, basements, and foundations, as well as, the demolition and removal of site improvements, including but not limited to retaining walls, pools, paving and foundation landscaping. (see demolition requirements and specifications – Appendix B). Services will include (a) securing structures; (b) asbestos abatement and lab analysis; (c) lead paint inspection, lab analysis, lead paint abatement; (d) hazardous mold inspection, lab analysis, mold abatement; (e) the complete clearing of specified structures and related improvements; (f) underground storage tank removal; (g) well abandonment; and (g) removal of miscellaneous trees. The pre-qualifying contractors shall be capable of furnishing all facilities, personnel, equipment and supplies necessary to provide all demolition services and other services required by the RFQ. Companies with demonstrated experience in demolition and with an interest in making their services available to the City of Lake Worth are invited to respond to this RFQ. "Respondents" means the companies or individuals that submit proposals in response to this RFQ. It is understood that the selected Respondent acting as an individual, partnership, corporation or other legal entity, is state licensed and capable of providing the specified services. The Respondent shall be financially solvent and each of its members if a joint venture, its employees, agents or sub-consultants of any tier shall be competent to perform the services required under this RFQ document.

Time is of the essence and any proposal received after **3:00PM on November 6th 2013,** whether by mail or otherwise will be returned unopened. Proposals shall be placed in a sealed envelope, marked in the lower left-hand corner with the RFQ number, title, and date and hour proposals are scheduled to be received. Proposers are responsible for insuring that their bid is delivered and stamped by Finance Office personnel by the deadline indicated. All costs and expenses, including reasonable attorney's fees, incurred by any firm in preparing and responding to this RFQ are the sole responsibility of the responding firm including without limitation any and all costs and fees related to a protest.

Interested parties may obtain a copy of the RFQ by contacting the Procurement Office at (561) 586-1674 or from the City's website at www.lakeworth.org, Bids & Proposals.

All proposals must be delivered or mailed to:

City of Lake Worth Procurement Office
7 North Dixie Hwy
Lake Worth, FL 33460

ENVELOPE MUST BE IDENTIFIED AS RFQ # 12-13-303.

BY:_____
Procurement Office

PUBLISHED: Palm Beach Post
September 29th 2013

1. Introduction

The purpose of this solicitation is to pre-qualify contractors to provide demolition services for single family, multi-family and commercial structures located within the boundaries of the City of Lake Worth. **SEE ATTACHMENT L – BOUNDRY MAP**. All pre-qualified contractors will be placed on a "Bidder's List" and will be invited to bid on future City-initiated demolition projects in the City. Many parcels in the City contain abandoned, unsafe and/or derelict structures. At this time there are approximately 50 structures on the City's demolition list. Bidding for demolition services will be based upon need and funding availability.

The project information provided in this solicitation is preliminary in nature. More definitive and detailed information on each project will be provided during the actual bidding process for each project. Bids for each project will be required to include the demolition with household contents, an asbestos survey and asbestos removal, if needed. The bid shall be awarded on the low qualified bidder to achieve the desired outcome

Contractors will be required to post a 100% Performance and Payment Bond for any contract awarded that exceeds $50,000.00 or any combination of contracts awarded that exceeds $100,000.00.

2. Scope of Services

The work defined in this scope involves the performance of demolition of a broad range of residential, multi-family and commercial structures. The following are the responsibilities of the contractor(s):

a. Provide demolition services for single family, multi-family and commercial structures. No work shall commence until the contractor receives a written Work Order.

b. Provide bids for demolition projects and execute contract documents based upon approved submittals.

c. Provide required documentation on all subcontractors listed for each project. This documentation shall include, but is not limited to, liability insurance, automobile insurance, Worker's Compensation insurance, debarred/suspended vendor listings, and contractor licenses.

d. Attend any and all preconstruction meetings with City staff and, where applicable, property owner(s) to review scope of project at the project jobsite.

e. Document compliance with Lead Based Paint and asbestos abatement work practices.

f. Apply and obtain all appropriate building, demolition and other permits as necessary to complete the specifications for the project. This includes providing all engineering or architectural drawings as required by the City of Lake Worth Building Division. [A COPY OF THE CITY'S DEMOLITION PERMIT AND CHECKLIST ARE ATTACHED AS ATTACHMENT K].

g. Track and provide progress reports on each job to the City upon request.

h. Track and provide quarterly reports of Small Business Enterprise (SBE) subcontractors and Section 3 requirements, when applicable, for each project.

i. Provide all lien releases (partial and final) from General Contractor and all subcontractor vendors and material suppliers that have supplied services or materials for each individual project.

j. Provide required documentation on all contractor/subcontractor activity for Labor Relation compliance (Davis Bacon, Contract Work Hours and Safety Standards Act and Copeland Anti-Kickback Act).

All work will be performed in the City of Lake Worth. The contractor shall supervise and provide, or direct, the work efficiently with due care, skill, and attendance. The Contractor shall be responsible for ensuring that the finished work complies accurately with the noted specifications and follows the deadline in the contract. Failure to deliver under these guidelines will be cause for termination.

3. Contractors Additional Obligations

Upon arrival at a property where the Contractor observes that the work listed on the work request has been completed or is in the process of being performed, the Contractor must not enter upon the property and must immediately notify the designated Code Compliance Division representative.

Furthermore, if the Contractor should encounter or observe any unusual circumstances or conditions, the Contractor must not enter upon the property and must notify the designated Code Compliance Division representative prior to performing the assigned work.

Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the Contractor to insure the use of sidewalks, public telephones and the proper functioning of all gutters, sewer inlets, drainage ditches and irrigation ditches. Public Services may be reached at (561) 586-1720.

4. Minimum Qualifications

The Respondent must meet all of the following minimum qualifications:

1. Possess a valid and current Certified General, Building, Residential or Demolition Contractor's License
2. Have the staffing capacity to provide demolition services on at least three (3) concurrent projects
3. Have at least five (5) years' experience in building demolition.
4. Must be insured for Worker's Compensation or provide a Worker's Compensation Exemption Certificate for all employees not covered by insurance, Automobile and Commercial General Liability if applicable.
5. Must be excluded from Federal, State of Florida or City of Lake Worth Debarred, Excluded or Suspended Parties listing or Suspended Vendor Listing.
6. Be free of any substantiated complaint or violation from any Federal, State or local sources during the past two (2) years.
7. Complete and submit Project Completion Affidavit stating a consistent record of passed inspections with no lengthy construction delays has been maintained during the prior two (2) years. (Attachment I)
8. Submit evidence of being registered or having filed with the State of Florida Division of Corporations.
9. Have pulled permits and demolished at least three (3) structures within the last two (2) years. Contractors who have recently received their license will still be considered and may be approved with a probationary status. New contractors must complete three (3) demolition projects (one project at a time) in compliance with all program requirements before they can be awarded a maximum of three (3) projects at one time.
10. Ability to obtain general liability, business automobile liability, workers' compensation, completed operations, hazardous waste, and pollution coverage.

5. Solicitation Process

The City will evaluate all responses received on the basis of the criteria stated in this document.

Contractors must demonstrate that they are fully qualified to provide demolition services. Qualified contractors must have the qualifications (knowledge, education, training, expertise and skills) and experience (documented, successful, and relevant) necessary to meet the requirements stated in this solicitation.

The evaluation criteria, as further described in this document, should be addressed in sufficient detail to allow the Evaluation Committee to properly evaluate the Responses.

6. Payment Bond

The successful bidders will be required to furnish a Performance and Payment Bond. Payment shall be for the entire contract amount after completion and acceptance.

7. Instruction For Submittal Of Response

Each Respondent shall submit one (1) original, three (3) copies and one (1) electronic/digital version of the Request for Qualification documents.

The original and all copies of the Request for Qualification documents should be no larger than 8 1/2" x 11" and should follow the format:

a) Introduction Letter
b) Proposer's Cover Page, Attachment A
c) Fee Schedule, Attachment B
d) Proposer's Information, Attachment C
e) Drug-Free Workplace, Attachment D
f) Public Entity Crime Form, Attachment E
g) References-(Successful Experience with Similar Projects) One per project, Maximum 5 , Attachment F
h) Respondent Information/Certification, Attachment G
i) Narrative Questions, Attachment H
j) Project Completion Affidavit, Attachment I
k) Non-collusion Affidavit, Attachment J
l) Copies of all licenses and certifications.
m) Copies of all requisite insurance certificates.

The Response must contain complete, detailed responses to the attachments and any subsequent addenda issued regarding this solicitation. When attaching additional pages for explaining answers, restate the number, the short title of the requirement and write the response immediately after the short title. Referencing material presented elsewhere in the Response must be clearly identified.

Respondents are advised that all information disclosed as part of this solicitation process is considered part of the public domain by the laws of the State of Florida and is subject to inspection by the public pursuant to the terms of Chapter 119, Florida Statutes unless an exception applies.

8. Contractor Selection Process

All responses that meet the minimum qualifications will be reviewed and selections will be made based on the criteria listed below. The City will award to at least three (3) qualified Contractors. Selection will include review of and evaluation will be based on the following:

A) Proven performance and experience in completing projects of similar scope.

B) Experience in relation to the work to be performed, including demonstrated ability to meet project budgets, schedules, and personnel assigned to the construction projects.

C) Proper qualifications

D) Past experience as it relates to similar types of projects.

E) Responses to Narrative Questionnaire.

F) Financial Capacity to perform all requirements for the proposed projects. Such evidence should include banking and credit references.

G) Proposed Fee Schedule.

H) Capacity and capability of the contractor to perform the work within the timeframe required by the City.

I) Proven record of providing services of this type to clients of the same size, nature, and complexity as the City.

J) Required licenses and certifications.

K) History of claims on construction projects and their resolutions. (Also give details about their claim avoidance approach and construction management philosophy).

L) Ability to obtain general liability, business automobile liability, workers' compensation, completed operations, hazardous waste, and pollution coverage.

9. Reservation

Subsequent to the issuance of this solicitation, the City reserves the right to:

- Make changes to the solicitation
- Cancel this solicitation
- Request clarifications or additional information from any Respondent. Specific questions may be addressed to each of the Respondents and the Selection Committee may consider any further elaboration by the Respondents of any information previously submitted.
- Waive any informality or irregularity
- Reject any and all proposals
- Proceed with alternative project delivery methods, if so desired by the City
- Deny a recommendation to a Respondent with debarment actions or any other legal encumbrance, Regardless of the merits of the Response submitted
- Reject a Respondent's response based upon a conflict of interest that is not in the best interest of the City

No Respondent is guaranteed an award of any work as a result of being selected or short-listed for this project.

10. Contact with Members of the Selection Committee

Each member of the Selection Committee is prohibited from discussing the project or any proposal on a project with other the members of the Selection Committee until the final recommendations of the Selection Committee are decided. Respondents are prohibited from contacting members of the Selection Committee prior to the final recommendation of the Selection Committee (when respondents have been notified) and the five (5) working days written notification of protest period has passed. Failure to adhere to this requirement may make the firm ineligible for selection.

11. Late Submittals

Any response(s) received after the due date and time specified will not be accepted and will be returned unopened.

12. Respondents Pricing

Prices quoted on Attachment G, Fee Schedule by the Proposer shall remain firm for the initial term of the contract. Responses having erasures or corrections must be initialed in ink by the respondent. Respondents may offer a cash discount for prompt payment. However, such discounts will not be considered in determining

the lowest net cost of the response evaluation purposes unless otherwise specified in special conditions. Respondents should reflect any discounts to be considered in the unit prices response.

13. Term

The term of the contract shall be for a one (1) year period with the option to renew for two (2) additional one (1) year periods.

14. Option–to-Renew

The Option-to-Renew will only be exercised upon mutual consent between the City and the Contractor(s). Any renewal will be subject to the appropriation of funds by the City.

TECHNICAL SPECIFICATIONS /SCOPE OF SERVICES

DEMOLITION, CLEARING, AND RESTORATION OF LAND SPECIFICATIONS

1.0 SCOPE OF SERVICES

The contractor will be responsible for demolishing structure determined to be unsafe by the City, clearing the property of all debris, and land restoration to a natural state.

2.0 GENERAL REQUIREMENTS

2.1 The contractor shall furnish all of the necessary labor, material, and equipment to perform all demolition and clearance described in the specifications.

2.2 The contractor shall perform demolitions in a manner that provides appropriate consideration for any potential adverse health impacts to the public. All work shall be completed using quality workmanship and in strict compliance with all building codes, the National Emission Standards for Hazardous Air Pollutants (NESHAP), the Occupational Safety and Health Administration (OSHA), and all other applicable laws.

2.3 All work shall be performed by individuals and entities duly licensed and authorized by law to perform the said work. The contractor shall provide verifiable proof of a Palm Beach County or City of Lake Worth Occupational License prior to the award of the contract. In addition, the contractor will obtain a City of Davenport Competency Card through the City of Davenport's Building Department.

2.4 The contractor shall submit documents that he/she is adequately insured and will remain insured throughout the contract period for property damage, liability, workers' compensation, and other loss or injury incurred as a result of the act of the contractor or his employees.

2.5 The contractor shall obtain and bear the expense for all permits necessary for the work to be performed.

2.6 Demolition and/or clearance work having commenced shall be pursued diligently without unreasonable interruption with due regard to public safety.

3.0 JOB DESCRIPTION

Provide all demolition and clearance necessary to completely clear a property and legally dispose of related debris as follows:

3.1 All structure(s) made of wood frame, block, metal/steel, aluminum, and other building materials are to be level with the ground surface. Slab, sidewalk, and driveways are to be removed from the subject lot. Structures may include, but not be limited to, residential structures, commercial buildings, accessory structures and mobile homes. Including an asbestos survey and removal, if needed.

3.2 All appliances, air conditioners, well houses, etc.

3.3 All man-made materials, trash/garbage, and debris.

3.4 Tree stump(s), brush, landscaping, around structure is to be removed.

3.5 Existing trees 4” in diameter, located outside of 5 feet from the structure shall remain and be protected during demolition.

3.6 Backfill spas, removal of aboveground pools, pool cages, fences, sheds, carports, and garages. If to remain unfilled for a period of more than 24 hours shall install temporary fencing around the spa or pool.

3.7 Septic tanks shall be pumped and demolished according to the requirements of the Community Health Department as stipulated in Florida Administrative Code Chapter 64E-6. This will require a State-licensed plumber or certified septic tank contractor to provide application to the Department of Health for a Septic Tank Abandonment Permit.

3.8 Water and/or sewer lines shall be properly capped, and power poles shall be properly removed from the site. Contact all local utilities prior to start.

3.9 Existing water wells must be closed using the "Full Grout" system as required by the South Florida Water Management District and stipulated in the Florida Statue 40 A-3. Well closures are to be performed by a Florida licensed water well contractor. Proof of final inspection must be provided with the contractor's invoice.

3.10 Footers and foundations shall be removed to 2 feet below grade. Other below-grade areas such as basements and swimming pools are to be prepared and filled such that drainage is provided. Removal of pool sides is to be at least one (1) foot below the ground surface with one or more openings at least one (2) foot in diameter in the bottom to allow for drainage and backfill.

3.11 Designated buildings/structures are to be completely demolished and the lot completely cleared of all debris, including all high grass and weeds. All trees are to be left untouched, unless specified otherwise.

3.12 Each lot is to be graded to “sidewalk grade”, seeded and mulched.

3.13 The contractor shall fill and final grade the site to eliminate any depressions and/or holes on the property.

3.14 The site shall be finish graded for proper drainage and to allow mowing of the entire lot.

3.15 Each awarded demolition project is to be completed within thirty (30) days of Contractor's receipt of notice to proceed with demolition on individual property(ies) identified in the Notice to Proceed. If additional time is required for any reason, including weather delays, delays by the community, the State, or FEMA, the contractor must provide a written request for the extension which must be approved by the City of Lake Worth.

4.0 JOB CONDITIONS

4.1 Prior to a Notice to Proceed, the City of Lake Worth representative will coordinate the project and staging areas with the contractor. The contractor shall carefully inspect the site to verify that the intended work may commence in a safe environment in strict accordance with all pertinent codes and regulations.

4.2 The owner and the City assume no responsibility for the actual condition of items to be demolished.

4.3 The contractor shall be responsible for all facilities or components of existing construction, which are to remain, unaltered in the area where demolition and/or clearance is to be

performed. In the event of damage to existing facilities or construction, the contractor shall restore, repair, or replace all items damaged as a result of his work with components and finishes to match the existing before damage, at the contractor's expense.

4.4 All fill needed to complete the projects shall be included in the Lump Sum Total for each site. No additional fill charges will be accepted.

4.5 The Contractor is to be responsible for all maintenance of traffic during the projects time line at each site.

4.6 The structures shall be vacant prior to commencing work. If the structures are not vacant, the Contractor shall contact City staff immediately.

4.7 The Contractor is responsible to view all sites prior to submitting the bid. No changes to the Lump Sum Total for each site will be allowed after bid submittal.

5.0 PERMITS

5.1 A demolition permit, for each property, shall be obtained by the successful bidder from the City.

5.2 Successful bidder(s) shall obtain the required demolition permit within ten (10) working days of award of contract. The required demolition shall commence within 5 working days from issuance of the permit and work continued on a regular daily basis until completed. Failure to commence work as specified herein, without written extension granted by the Construction Services Department upon written request by the successful bidder, will cause the bid to be awarded to another bidder. No expenses will be refunded for failure to comply with these specifications.

6.0 MATERIALS OWNERSHIP

6.1 Except for items or materials indicated to be reused, salvaged, or otherwise indicated to remain the Authority's property, demolished materials shall become the Contractor's property and shall be removed from the site with further disposition at the Contractor's option.

7.0 SUBMITTALS

7.1 General: Submit each item in this Article according to the Conditions of the Contract and Division I Specifications sections, for information only, unless otherwise indicated.

A. Proposed dust-control measures.

B. Proposed noise control measures.

C. Proposed asbestos or lead-based paint control measures.

D. Schedule of demolition activities.

E. Detailed sequence of demolition and removal work, with starting and ending dates for each activity.

F. Inventory of items to be removed and salvaged.

G. Landfill records for record purposes indicating receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

8.0 QUALITY ASSURANCE

8.1 Demolition Firm Requirements: Contractor shall have successfully completed demolition work similar to that indicated for this project.

8.2 Regulatory Requirements: Comply with governing EPA, state and local notification regulations before starting demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

9.0 PROJECT CONDITIONS

9.1 Contractor is responsible to comply with any/all required demolition permits required by local authorities and ordinances.

9.2 Buildings to be demolished will be vacated and their use discontinued before start of Work.

9.3 Authority assumes no responsibility for actual condition of parking lot to be demolished.

9.4 Conditions existing at time of inspection for bidding purpose will be maintained by City as far as practical.

9.5 The demolition contractor shall protect all existing equipment, pavements, tracks, poles, pipes, wells, utilities, etc. which are not affected by demolition work.

9.6 Storage or sale of removed items or materials on-site will not be permitted.

9.7 Contractor must contact the City Building Inspector **two days prior** to the commencement of demolition and at completion for final inspection.

9.8 Each bidder must include in the bid price an allowance for the cost of the maintenance, by the appropriate licensed contractor, of all plumbing and electrical services on other occupied structures/buildings located on the property that are not scheduled for demolition.

9.9 Contractor must provide the City with written demolition work schedule to include permit asbestos study, abatement and demolition. If the contractor fails to demonstrate substantial demolition progress, then the City shall upon written notice be authorized to cancel the contract and award to another contractor.

10.0 LANDFILL DISPOSAL

10.01 Contractor shall supply City with a copy of landfill and disposal receipts.

11.0 PREPARATION

11.1 Drain, purge, or otherwise remove, collect, and dispose of chemicals, gases, explosives, acids, flammables, or other dangerous materials before proceeding with demolition operations.

11.2 Employ a certified, licensed exterminator to treat building and to control rodents and vermin before and during demolition operations.

11.3 Conduct demolition operations and remove debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.

11.4 Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from the City and/or authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.

11.5 Conduct demolition operations to prevent injury to people and damage to adjacent buildings and facilities to remain. Ensure safe passage of people around demolition area.

11.6 Erect temporary protection such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction.

11.7 Protect existing site improvements, appurtenances, and landscaping to remain.

11.8 Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.

12.0 EXPLOSIVES

12.1 The use of explosives will not be permitted.

13. UTILITIES

13.1 All utility releases must be in the Building Division before any demolition permit can be issued.

13.2 The City will be responsible for locating the sewer laterals and water meters where applicable. The contractor is responsible for the capping water and sewer plumbing permit.

14. POLLUTION CONTROLS

14.1 Under the authority of Section 112 of the Clean Air Act, as amended, 42 U.S. C. 1857 (C-7), the Administrator of the United States Environmental Protection Agency (EPA) promulgated National Emission Standards for Hazardous Air Pollutants on April 6, 1973, (38 F.R. 8820) Asbestos was designated a hazardous air pollutant, and standards were set for its use, and to control asbestos emissions. It was determined that one significant source of asbestos emissions was the demolition of certain buildings and structures.

14.2 Additionally, contractors are required under authority of Section 114 (a) to follow EPA personnel to freely enter any of your facilities or demolition sites, to review any records, inspect any demolition method, and sample or observe any omissions.

14.3 All demolition operations conducted by Demolition Contractor are to be in compliance with applicable provisions of Section 112 of the Act and 40 C.F.R. Section 61.22(d).

14.4 In addition, Section 113(c)(1) of the Act (42 U.S.C. 1857 C-8(c)(1), provides that any person who knowingly fails or refuses to comply with any such order shall be punished by a fine of not more than $25,000 per day of violation, or by imprisonment for not more than one year, or by both.

14.5 Finally, Section 113(c)(2) of the Act (42 U.S.C. 1857 C-8(c)(2), provides that any person who knowingly makes any false statement in any report required under the Act shall be punished, upon conviction, by a fine of not more than $10,000 or by imprisonment for not more than six months, or by both.

14.6 Use water mist, temporary enclosures, and other suitable methods to limit the spread of dust and dirt. Comply with governing environmental protection regulations.

14.7 Do not create hazardous or objectionable conditions, such as ice, flooding, and pollution, when using water.

14.8 Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

14.9 Clean adjacent buildings and improvements of dust, dirt and debris caused by demolition operations. Return adjacent areas to condition existing before start of demolition.

14.10 Contractor shall limit hours of operation to Monday through Friday during the hours of 7:00 a.m. to 6:00 p.m. Special hours of operation outside the normal hours must be approved by the City.

14.11 Contractor shall limit noise pollution at all times to prevent objectionable conditions.

15.0 ASBESTOS

15.1 Asbestos removal must be performed by a Florida Licensed asbestos Abatement Contractor.

15.2 On all commercial properties and those apartments containing four (4) or more dwelling units, all asbestos shall be removed by a certified asbestos removal contractor firm in accordance with all Department of Environmental Regulation specifications, as outlined in Florida Statutes 455.301 thru 455.309 and Palm Beach County Environmental Control Ordinance #78-5, as amended.

15.3 It will be the responsibility of the demolition contractor to handle all aspects of the asbestos removal process (asbestos survey, notification, abatement by authorized contractor) and to ensure removal is in full accordance with Environmental Protection Agency's (EPA) and Palm Beach County regulations.

15.4 The successful contractor shall be responsible to provide administrative fee costs for asbestos report, processing asbestos removal and asbestos notification during the initial bid process. These costs are to be added to the demolition bid if applicable.

15.5 It is understood that asbestos may be present in a commercial building, and any costs incurred by the surveys and removal will be paid for by the City to the demolition contractor upon completion of the entire project.

15.6 The successful Contractor is responsible for obtaining three (3) quotes prior to awarding asbestos study or removal to be completed. Award asbestos removal should be offered to the lowest bidder providing the required services.

15.7 Contractor must provide the City with all original asbestos report findings and related documentation.

16.0 DEMOLITION

16.1 Building Demolition: Demolish buildings, structures, facilities, and other debris including brush and trees or logs, and completely remove from the site. Use methods required to complete Work within limitations of governing regulations and as follows:

16.2 Locate demolition equipment throughout the building and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

16.3 Dispose of demolished items and materials promptly. On-site storage or sale of removed items is prohibited.

16.4 Small buildings may be removed intact when permitted by the City's representative and approved by authorities having jurisdiction.

16.5 Break up and remove concrete slabs on grade, unless otherwise instructed.

16.6 Remove air-conditioning equipment without releasing refrigerants.

16.7 Remove structural framing members to ground to avoid free fall and to prevent ground impact and dust generation.

16.8 All demolition to comply with all applicable regulations of the Occupational and Safety Health Act (O.S.H.A.).

16.9 Prior to the demolition of any building or structure, all buildings and structures shall be determined to be free from infestation of rodents and insects. If the property is found infested the appropriate treatment should be utilized to eliminate infestation. Documentation shall be provided to the Building Official from a licensed exterminator that this requirement has been met prior to the demolition.

17.0 BELOW-GRADE CONSTRUCTION: DEMOLISH FOUNDATION WALLS AND OTHER BELOW-GRADE CONSTRUCTION, AS FOLLOWS:

17.1 Below grade structures foundation/basement floor shall be totally removed.

17.2 Filing Below-Grade areas: Completely fill below-grade areas and voids resulting from demolition of buildings and pavements with soil materials according to requirements specified in Section 00902 Earthwork.

18.0 DAMAGES

18.1 Promptly repair damages to adjacent facilities caused by demolition operations.

18.2 All broken water lines, curbs, sidewalks, streets, etc., damaged during the demolition will be the responsibility of the demolition contractor to have same repaired or replaced according to all City code requirements (including required permits) and specifications.

19.0 SPECIAL CONDITIONS

17.1 The Contractor shall preserve all surrounding buildings and property. Contractor should note the proximity of surrounding buildings. *Any* damage to surrounding buildings or property will be repaired by the Contractor at his expense.

20.0 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.

B. Burning: Do not burn demolished materials.

C. Disposal: Transport demolished materials of Authority's property and legally dispose of them.

D. Contractor shall supply Authority with a copy of all landfill and disposal receipts.

21.0 ADDITIONAL FACTORS

21.1 Contractor shall provide adequate competent supervision at all times during the performance of the contract. The firm or designated representative shall be readily available to meet with city personnel. The contractor shall provide the telephone numbers where its representatives can be reached.

22.0 FAILURE TO COMPLY

22.1 Failure to comply with the specifications herein will cause the bid to be rescinded and awarded to another bidder. No expenses will be refunded for failure to comply with these specifications. If the time specifications set forth by the City cannot be complied with, then no bid proposal shall be submitted.

[END OF TECHNICAL SPECIFICATIONS]

GENERAL TERMS & CONDITIONS

1. GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all responses made to the City of Lake Worth by all prospective Proposers. The City of Lake Worth reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposals received, to re-bid or take any other actions that may be deemed to be in the best interest of the City of Lake Worth.

2. SUBMITTAL INFORMATION

The original and three (3) copies including one electronic/digital copy of your proposal shall be submitted to the Finance Department, Purchasing Division at the time and date specified. At the designated time and place, the City Purchasing Agent or designee will publicly open the proposals. These documents constitute the complete set of specification requirements and bid forms. It is the responsibility of the Proposer to insure that all pages are included. Therefore, all Proposers are advised to closely examine this package. Any questions regarding the completeness of this package should be immediately directed to the Procurement Division. **ALL PROPOSALS MUST BE SUBMITTED ON THE PROVIDED FORMS.**

All proposals must be typed or written in ink, and must be signed in ink by an officer or employee having authority to bind the company or firm. **SIGNATURES ARE REQUIRED WHERE INDICATED, FAILURE TO DO SO SHALL BE CAUSE FOR REJECTION OF BID.**

Proposers shall not be allowed to modify their proposals after the opening time and date. Bid files may be examined during normal working hours, after bid opening, by appointment only.

Time is of the essence and any bid received after 3:00PM on November 6th 2013, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock located in the office of the Purchasing Division. Proposals shall be placed in a sealed envelope, marked in the lower left-hand corner with the Bid number, title, and date and hour proposals are scheduled to be received. Proposers are responsible for insuring that their bid is stamped by Procurement Office personnel by the deadline indicated. The City shall in no way be responsible for delays caused by any other occurrence. Offers by telephone, telegram or facsimile shall not be accepted.

For information concerning this bid, contact:

Kari Hansen, Purchasing Agent
Procurement Office
7 North Dixie Highway
Lake Worth, FL 33461
Office: 561-586-1674
Fax: 561-586-1750
KHansen@LakeWorth.org

3. PREPARATION AND PRESENTATION COSTS

The Proposer shall bear the total costs for any and all appearances and the costs associated with preparing the response or responding to the RFQ. **The City shall not, in any event, be liable for any expenses incurred by Proposers in the preparation and/or submission of the responses. Responses shall not include any such expenses as part of the proposed budget.**

4. PROCUREMENT CODE

Sections 2-111 through 2-117 of the City Code of the City of Lake Worth shall govern this RFQ.

5. INDEMNITY

Proposer agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from City, its officials, agents, or employees by reason of any damage to property or personal injury, including death and which damage, injury or death arises out of or is incidental to or in any way connected with Proposer's performance of the services or caused by or arising out of (a) any act, omission, default or negligence of Proposer in the provision of the services under the contract; (b) property damage or personal injury, which damage, injury or death arises out of or is incidental to or in any way connected with Proposer's execution of services under the contract; or (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Proposer. This indemnification includes, but is not limited to, the performance of the contract by Proposer or any act or omission of Proposer, its agents, servants, contractors, patrons, guests or invitees and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Proposer agrees to pay all claims and losses and shall defend all suits, in the name of the City, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Proposer under this indemnification provision. To the extent considered necessary by the City, any sums due Proposer under the contract may be retained by City until all of City's claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest by City. This indemnification is separate and apart from, and in no way limited by, any insurance provided pursuant to the contract or otherwise. The parties mutually acknowledge that the provisions of §725.08, Fla. Stat., have been fulfilled and govern this provision. This paragraph shall not be construed to require Proposer to indemnify the City for its own negligence, or intentional acts of the City, its agents or employees. This clause shall survive the expiration or termination of this Agreement.

6. PROPERTY OF THE CITY

All materials submitted in response to this RFQ become the property of the City. The City has the right to use any or all ideas presented in any response to this RFQ, whether amended or not, and selection or rejection of a proposal(s) does not affect this right. No variances to this provision shall be accepted.

7. PUBLIC RECORDS:

Sealed bids, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

If the bidder/proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. City's determination of whether an exemption applies shall be final, and bidder/proposer agrees to hold harmless and releases the City, and to defend, indemnify, by Counsel chosen by the City Attorney, the City and City's officers, employees, and agents against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.

CONTRACTOR shall comply with Florida's Public Records Laws, and specifically agrees to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in this Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

8. VARIATIONS TO THE SPECIFICATIONS:

For purposes of evaluation, Proposer **MUST** indicate any variances from the City specifications, no matter how slight. If variations are not stated in proposal, it will be assumed that the product or service fully complies with City specifications, terms and conditions.

9. RIGHTS AND PRIVILEGES; NO ASSIGNMENT

The selected Proposer will be precluded from assigning, transferring, conveying, subletting or otherwise disposing of the award rights and ensuing contracts, if any, or of any or all of the rights, titles or interest therein, if any, without prior written consent of the City Commission.

10. COPYRIGHTS AND/OR PATENT RIGHTS

Proposer warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing of selling the goods, shipped or ordered, as a result of this proposal and the Proposer agrees to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

12. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Proposer certifies that all material, equipment, etc., contained in this bid meets all OSHA requirements. Proposer further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the vendor.

13. OFFICE OF THE INSPECTOR GENERAL

In accordance with Palm Beach County ordinance number 2011-009, this RFQ and resulting Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The contractor understands and agrees that in additional to all other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.. Bidder/Proposer should review Palm Beach County ordinance number 2011-009 in order to be aware of its rights and/or obligations under such ordinance and as applicable.

14. ETHICS REQUIREMENT

This RFQ is subject to the State of Florida Code of Ethics and the Palm Beach County Code of Ethics. Accordingly, there are prohibitions and limitations on the employment of City officials and employees and contractual relationships providing a benefit to the same. Proposers are highly encouraged to review both the Florida Code of Ethics and the Palm Beach County Code of Ethics in order to insure compliance with the same.

Further, any Proposer coming before the City Commission for an award of a contract and who has made an election campaign contribution in an amount that is more than one hundred dollars ($100.00) to any elected official of the City Commission, who is a current sitting member of the Commission, must disclose such election campaign contribution, verbally and in writing, in their responsive proposal to this RFQ.

15. PUBLIC ENTITY CRIMES

In accordance with the Public Crimes act, Section 87.133, Florida Statutes, a person or affiliate who is a contractor, consultant or other provide, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a nit on a contract ro provide any goods or services to the City, may not submit a bid on a contract with the City for the Constriction or repair of a public building or public work, may not submit proposals on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with eth City , and may not transact any business with eth City in excess of the threshold amount provide in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the Proposer shall result in cancellation of the Contract and may result in their debarment.

16. CONE OF SILENCE

In accordance with the Palm Beach County Lobbyist Registration Ordinance and Section 2-112(k) the City's procurement code, the City's procurement cone of silence will be in effect as of the due date for proposals in response to this RFQ. A complete copy of the City's procurement code is available on- line at municode.com under the City's code of ordinances (sections 2-111 – 2-117). All Proposers are highly encouraged to review the same. In summary, the cone of silence prohibits communication between certain City officials, employees and agents and any entity or person seeking to be awarded a contract (including their representatives, lobbyists and potential subcontractors). The cone of silence terminates at the time of award, rejection of all response or some other action by the City to end the selection process

17. DISCLOSURE AND DISCLAIMER

The information contained herein is provided solely for the convenience of Proposers. It is the responsibility of a Proposer to assure itself that information contained herein is accurate and complete. Neither the City, nor its advisors provide any assurances as to the accuracy of any information in this RFQ. Any reliance on the contents of this RFQ, or on any communications with City representatives or advisors, shall be at each Proposer's own risk. Proposers should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The RFQ is being provided by the City without any warranty or representation, express or implied, as to its content; accuracy or completeness and no Proposer or other party shall have recourse to the City if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the City that any proposal conforming to these requirements will be selected for consideration, negotiation or approval.

In its sole discretion, the City may withdraw this RFQ either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the non-material provisions of

this RFQ. In its sole discretion, the City may determine the qualifications and acceptability of any firm or firms submitting proposals in response to this RFQ. Following submission of a proposal, the Proposer agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the proposal and/or the Proposer, including the Proposer's affiliates, officers, directors, shareholders, partners and employees, as requested by the City. Any action taken by the City in response to proposals made pursuant to this RFQ or in making any award or failure or refusal to make any award pursuant to such proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFQ, either before or after issuance of an award, shall be without any liability or obligation on the part of the City, or their advisors.

Any recipient of this RFQ who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this RFQ is at the sole risk and responsibility of the party submitting such proposal

18. PRICE/ACCEPTANCE/DELIVERY

Price quoted must be the new price delivered to the City of Lake Worth. Any proposals containing modifying or "escalator" clauses will not be considered.

"Acceptance" as herein used means the acceptance by the City of Lake Worth after the Purchasing Agent or her authorized agent has, by inspection or test of such items, determined that they fully comply with specifications.

Deliveries of all items shall be made as soon as possible or as specified. In the appropriate blank on the bid form, the vendor will indicate the best delivery date after receipt of order. Time is of the essence and the Proposer's delivery date must be specified and adhered to. Should the Proposer, to whom the order or contract is awarded, fail to deliver on or before the stated date, the City reserves the right to CANCEL the order or contract and make the purchase elsewhere. The successful Proposer(s) will be responsible for making any and all claims against carriers from missing or damaged items. The City of Lake Worth may return, for full credit, any item(s) received which fail to meet the City's performance standards.

19. FEDERAL AND STATE TAX

The City of Lake Worth is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will sign an exemption certificate submitted by the successful Proposer. Vendors or contractors doing business with the City of Lake Worth shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Vendor/Contractor be authorized to use the City's tax Exemption Number in securing such materials.

20. EEO STATEMENT

Equal Opportunity: The City of Lake Worth believes in equal opportunity practices, which conform to both the spirit and the letter of all laws against discrimination, and is committed to nondiscrimination because of race, creed, color, sex, age, or national origin.

21. NON-DISCRIMINATION

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity **(**Executive Order 11246)

(a) The Contractor/Developer Contractor's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specification" set forth herein.

(b) The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR-60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

(c) The Contractor shall provide written notifications to the Director of Housing & Community Development within 10 working days of award of any construction subcontractor in excess of $10,000 at any tier for construction work under the contract resulting from all solicitations relative to this RFQ. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract is to be performed.

Excerpt from Federal Regulations at 24 CFR 85.36(e):

(a) Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

(1) The grantee and subgrantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

(2) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

(vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

22. INDIVIDUAL PURCHASE ORDERS

The City will issue individual Purchase Orders for each demolition project. All work shall be complete within the contract period specified in each individual work contract. No work shall commence until the contractor receives the Work Order.

The work herein shall be performed in accordance with industry standards and in compliance with federal, state, and local laws and regulations, standards and/or statutes. The specific work requirements will be identified in individual sets of project specifications prepared by the City. The City is responsible for developing the unique requirements for each dwelling under this project. Bids may be requested on a per project or a group basis. All work will be supervised by City staff and payment approved by City staff.

The City has the authority to limit the number of Work Orders issued to a contractor based on the amount of work or contract price of the jobs.

The construction work will consist of a demolition type work for single family, multi-family or commercial projects.

All demolition activities must, at minimum, comply with the Florida Building Code, National Electric Code and City codes and ordinances.

23. FEDERAL AND STATE REQUIREMENTS

Funds for this project may be derived from Federal and state grants. Therefore, the successful contractor must comply with Federal and state guidelines. The Federal funds are appropriated by the Department of Housing and Urban Development (HUD) Community Development Block Grant Program (CDBG), Home Investment Partnership Program (HOME) and Neighborhood Stabilization Program (NSP 1 & 3). The state funds are appropriated by the Florida Housing Finance Corporation (FHFC) State Housing Initiative Partnership Program (SHIP).

In the event of a conflict between the Federal requirements listed in this section and other provisions of the solicitation, the Federal Requirements will govern and prevail.

24. LEGAL REQUIREMENTS

Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility.

a. Vendors doing business with the City are prohibited from discriminating against any employee, applicant, for employment, or client because of race, creed, color, ancestry, religion, national origin, sex, sexual orientation or age with regard to, but limited to, the following: Employment practices, rates of pay or other compensation methods, and training selection.

b. The Uniform Commercial Code (Florida Statues, Chapter 672) shall prevail as the basis for contractual obligations between the awarded contractor/vendor and the City of Lake Worth for any terms and conditions not specifically stated in the Request for Proposal.

c. The obligations of the City of Lake Worth under this award are subject to the availability of funds lawfully appropriated for its purpose.

d. This Request for Proposal shall be included and incorporated in the final award. The order of contractual precedence will be the purchase order or price agreement release, bid document

(original Terms and Conditions), and response. Any and all legal action necessary to enforce the award will be held in the City of Lake Worth and the contractual obligations will be interpreted according to the laws of Florida.

25. INSURANCE REQUIREMENTS

Prior to execution of the resulting contract derived from this RFQ, the awarded firm shall obtain and maintain in force at all times during the term of the resulting contract insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the firm has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Compliance with the foregoing requirements shall not relieve the firm of its liability and obligations under the resulting contract.

A. Demolition contractors agree to maintain, in order to retain their positions on the city rotation list, insurance, with a certificate of insurance provided to the city, in the amount of no less than two million dollars ($2,000,000.00) liability limits coverage per incident and one million dollars ($1,000,000.00) property damage liability per incident, which is a minimum set by the city. The city may require additional contractual coverage or products liability coverage or additional comprehensive property damage, collision, personal injury or additional liability coverage at the discretion of the city at any time.

B. The firm shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the firm shall specifically include the CITY as an "Additional Insured".

26. AS SPECIFIED

A purchase order will be issued to the successful Proposer with the understanding that all items delivered must meet the specifications herein. Items delivered not as specified will be returned to the vendor at no expense to the City of Lake Worth.

27. PROTECTION OF PROPERTY

The successful Proposer shall at all times guard against damage or loss to the property of the City of Lake Worth or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The City of Lake Worth may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful Proposer or their agents. The contractor shall be responsible to safeguard all of their property such as tools and equipment while on site. The City of Lake Worth will not be held responsible for any loss of contractor property due to theft or vandalism.

28. DAMAGE TO PERSONS OR PROPERTY

The responsibility for all damage to person or property arising out of or on account of work done under this Contract shall rest upon the Contractor, and he/she shall save the City and political unit thereof harmless from all claims made on account of such damages.

29. CHARACTER OF WORKMEN AND EQUIPMENT

All workers provided by the contractor for work hereunder, shall be the best available for the kind of work performed. Any person employed by the Contractor whom the Procurement Official or designee may deem temporarily or permanently incompetent or unfit to perform the work, shall under written instruction of the Procurement Official be removed from the job, and shall not again be employed under this contract.

30. BID FORMS

All proposals must be submitted on our standard Request for Proposal form. Proposals on vendor quotation forms shall not be accepted.

31. GENERAL

The contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

32. PROPOSERS UNDERSTANDING

Proposers shall make all investigation necessary to thoroughly inform themselves regarding the bid, including visiting the work site to ascertain by inspection pertinent local conditions such as location, character and accessibility of the site, availability of facilities, location and character of existing work within or adjacent thereto, labor conditions, etc. The City shall make available to all prospective Proposers, prior to the receipt of proposals, any available information that may be requested by Proposers. Any such data will be distributed to all prospective Proposers as the best factual information available, without presumption of responsibility for its accuracy or for any conclusions that the Proposer may draw therefrom. The Proposer shall accept the site or sites in their present condition.

33. PROPOSERS RESPONSIBILITY

Each Proposer is required, before submitting their proposal, to carefully examine the Request for Proposal specifications and to completely familiarize themselves with all of the terms and conditions that are contained within this bid. Ignorance on the part of the Proposer will in no way relieve them of any of the obligations and responsibilities which are a part of this bid.

34. PROPOSERS PRICING

Proposer warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of bid opening.

In the event of extension error(s), the unit price will prevail and the Proposer's total offer will be corrected accordingly. In the event of an addition error(s), the extended totals will prevail and the Proposer's total will be corrected accordingly. **Proposals having erasures or corrections must be initialed in ink by the Proposer.**

Proposers may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost of the bid evaluation purposes unless otherwise specified in special conditions. Proposers should reflect any discounts to be considered in the unit prices bid.

35. CLARIFICATION/INTERPRETATION AND ADDENDA TO THE BID

No interpretation or changes to the meaning of the Request for Proposal will be made to any Proposer orally, except by written addendum. All questions regarding this bid should be submitted in writing and must be received no later than (10) ten calendar days prior to the closing date for bid submittal, addressed to:

Kari Hansen, Purchasing Agent
Procurement Office
7 North Dixie Highway
Lake Worth, FL 33461
Office: 561-586-1674
Fax: 561-586-1750
KHansen@LakeWorth.org

All questions that change the scope of work or alter the contents of these documents will be answered via addendum. Addendums will form an integral part of the bid and shall modify and become part of the bid document.

36. CONFLICT OF INTEREST

The award hereunder is subject to provisions of State Statutes and City Ordinance. All Proposers must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of Lake Worth. Further, all Proposers must disclose the name of any City employee who owns, directly or indirectly, interest of ten percent (10%) or more in the Proposer's firm or any of its branches.

37. ASSISTANCE TO LOCAL AND SMALL BUSINESSES

The policy of the city is to afford all businesses an opportunity for participation in the city's procurement processes and to prohibit discrimination by the city or its providers of goods and/or services. To serve the interest by spurring economic development through encouraging small businesses to locate and remain in Palm Beach County, especially the city, the city will take all necessary, reasonable and legal action to prevent discrimination in its procurement process, to afford all businesses, including local and small businesses, are afforded the maximum opportunity to participate in the city's procurement processes. Such preferences are set forth in detail in Section 2-117 of the city code.

38. EVALUATION AND AWARD

The City may assemble an Evaluation Committee to evaluate the proposals from Proposers. The Evaluation Committee will convene for a public meeting to evaluate and rank the most advantageous proposals and make a recommendation for contract award to the City Commission. The Procurement Official will notify all submitting Proposers and advertise the Evaluation Committee meeting in the appropriate media as directed by law. The City Commission is not bound by the recommendation of the Evaluation Committee and the City Commission may deviate from the recommendation in determining the best overall responsive proposal which is most advantageous and in the best interest of the City.

Each Proposal will be evaluated individually and in the context of all other proposals. Proposals must be fully responsive to the requirements described in this RFQ and to any subsequent requests for clarification or additional information made by the City through written addenda to this RFQ. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFQ, may

be disqualified. There is no obligation on the part of the City to award the proposal to the lowest priced proposer, and the City reserves the right to award the contract to the Proposer submitting the best overall responsive proposal which is most advantageous and in the best interest of the City. The City shall be the sole judge of the proposals and the resulting contract that is in its best interest and its decision shall be final.

At its sole option, for larger or more complex studies or projects, the City may select the top three to five Proposers and require brief presentations from each Proposer before making the final selection. This requirement is at the sole discretion of the City.

While the City allows Proposers to specify any desired variances to the RFQ terms, conditions, and specifications, the number and extent of variances taken will be considered in determining the Proposer who is most advantageous to the City.

39. REJECTION OF PROPOSALS

The Purchasing Agent reserves the right to reject any or all proposals, in whole or in part, and to waive any informality in any proposal. Additionally, proposals may be considered irregular and may be rejected if the proposal:

1) Does not strictly conform to the requirements of the bid;

2) Shows omissions;

3) Proposal form is altered;

4) Additions are added which were not called for;

5) Conditional terms by Proposer;

6) Unit prices are, in the opinion of the City, unbalanced either in excess or below the reasonable cost analysis values;

7) Abandonment of the project;

8) Proposals are over the approved budget for the project.

40. PROTEST PROCEDURE

Any actual Proposer who is aggrieved in connection with this RFQ may protest such procurement. The protest must be filed with the City in accordance with the City's procurement code. A complete copy of the City's procurement code is available on-line at municode.com under the City's code of ordinances (sections 2-111 – 2-117). The protest procedures are set forth at section 2-115. There are strict deadlines for filing a protest. Failure to abide by the deadlines will result in a waiver of the protest.

41. RIGHT TO TERMINATE

Contract will be subject to immediate cancellation if either product or service does not comply with specifications as stated herein or fails to meet the City's department performance standards. In the event the successful Proposer violates any of the provisions of the contract, the City of West Palm Beach may serve written notice upon such Proposer of its intention to terminate the contract. Such notice shall state the reason for such intention to terminate the contract. The liability of the Proposer for any and all such violation(s) shall not be affected by any such termination and vendor surety, if any, shall be forfeited. Provisions of the City of West Palm Beach Purchasing Ordinance 3776-04, relating to suspension and debarment may be applied.

42. PAYMENT

Partial billing will not be accepted. The City will pay 100% of the contract price after all items have been delivered and accepted. Payment shall be made in accordance with Florida Statutes 218, Florida Prompt Payment Act. Payment for accepted equipment will be accomplished by submission of an invoice, in duplicate to: City of Lake Worth, Finance Department, ATTN: ACCOUNTS PAYABLE, 7 N. Dixie Highway, Lake Worth , FL 33460.

43. FLORIDA PROMPT PAYMENT ACT

The City of Lake Worth abides by Chapter 218, Part VII, Florida Prompt Payment Act (ss.218.70-218.80) which provides prompt payment, interest payments, a dispute resolution process and payments for all purchases be made in a timely manner for properly executed invoices by local governmental entities.

44. CITY AS GATEKEEPER OF DOCUMENTS

This document is issued directly by the City of Lake Worth and the City shall be the sole distributor of all addendums and/or changes to these documents. It is the responsibility of the Proposer to confirm the legitimacy of procurement opportunities or notices directly with the Purchasing Division. The City is not responsible for any solicitations advertised by subscribers publications, or other sources not connected with the City and the Proposer should not rely on such sources for information regarding any solicitation made by the City of Lake Worth.

45. LOBBYING PROHIBITED

As to any matter relating to this RFQ, Proposers or anyone representing a bid are advised that they are prohibited from contacting or lobbying the Mayor, any City Commissioner, City staff, Evaluation Committee, or any other person authorized on behalf of the City related or involved with this RFQ. For purposes of clarification, a team's representative shall include, but not be limited to, the team's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the team. All oral or written inquiries are to be directed to the Procurement Official. Any violation of this condition may result in rejection and/or disqualification of the Proposer.

The "No Lobbying Condition" is in effect from the date of publication of the RFQ and shall terminate at the time the City awards the bid, rejects all proposals, or otherwise takes action which ends the solicitation process.

46. NON-COLLUSION

Contractor/Developer shall submit the included Non-Collusion Certification with its bid proposal, certifying that the Contractor/Developer has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with its bid.

Failure to submit the certification with the bid will make the bid non-responsive and not eligible for award consideration. (ATTACHMENT I)

47. DRUG-FREE WORKPLACE CERTIFICATION

In accordance with Florida Statute 287.087, the Contractor/Developer shall certify that it has and will maintain a drug-free workplace. The Contractor/Developer shall complete and submit with its bid proposal the attached certification. Failure to include an executed certification may cause the bid proposal to be considered non-responsive.

48. PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

All Proposers submitting a response to this Request for Proposal agree that such response constitutes a bid to all political entities in the State of Florida, under the same conditions, for the same prices and the same effective period as this bid, should the Proposer feel it is in their best interest to do so. This agreement in no way restricts or interferes with the right of the City of Lake Worth, Florida, to rebid any or all items.

49. DISCLOSURE AND DISCLAIMER

The information contained herein is provided solely for the convenience of Proposers. It is the responsibility of a Proposer to assure itself that information contained herein is accurate and complete. Neither the City, nor its advisors provide any assurances as to the accuracy of any information in this RFQ. Any reliance on the contents of this RFQ, or on any communications with City representatives or advisors, shall be at each Proposer's own risk. Proposers should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The RFQ is being provided by the City without any warranty or representation, express or implied, as to its content, accuracy or completeness and no Proposer or other party shall have recourse to the City if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the City that any proposal conforming to these requirements will be selected for consideration, negotiation or approval.

In its sole discretion, the City may withdraw this RFQ either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the non-material provisions of this RFQ. In its sole discretion, the City may determine the qualifications and acceptability of any firm or firms submitting proposals in response to this RFQ. Following submission of a proposal, the Proposer agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the proposal and/or the Proposer, including the Proposer's affiliates, officers, directors, shareholders, partners and employees, as requested by the City. Any action taken by the City in response to proposals made pursuant to this RFQ or in making any award or failure or refusal to make any award pursuant to such proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFQ, either before or after issuance of an award, shall be without any liability or obligation on the part of the City, or their advisors.

Any recipient of this RFQ who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this RFQ is at the sole risk and responsibility of the party submitting such proposal.

50. SUBCONTRACTING

Prime Contractor Requirement

The prime contractor shall perform at least 30 percent of contract work with its own organization. This percentage shall be of the original contract price, exclusive of specialty items, but include the cost of materials and manufactured products purchased or produced by the prime contractor.

Subcontract Approval

No portion of the work may be sublet, assigned, or otherwise subcontracted without the written consent of the City. Subcontract approval shall be based on satisfactory evidence that each subcontract is in writing and contains all the pertinent provisions. The approval of a subcontract does not relieve the contractor of responsibility for fulfillment of the contract.

51. LEAD-BASED PAINT POISONING PREVENTION ACT

Reference: Department of Housing and Urban Development, Title 24, Part 35; FR Vol. 64, No. 178, September 15, 1999 Lead-Based Paint Poisoning Prevention Act, as amended Residential Lead-Based Paint Hazard Reduction Act of 1992 40 CFR Part 745
The aforementioned Acts and the referenced regulations prohibit the use of lead-based paint in housing receiving Federal assistance, and in child occupied facilities. In addition, these regulations require elimination of lead-based paint hazards in housing constructed prior to 1978 which received Federal assistance.

52. ARCHITECTURAL BARRIERS ACT and AMERICAN WITH DISABILITIES ACT

The Architectural Barriers Act of 1968 (42 USC 4151 and 24 CFR 40) subjects residential structures to the requirements of these acts and compliance with the Uniform Federal Accessibility Standards for residential structures.

53. ENERGY EFFICIENCY

The Contractor shall comply with any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

54. SAFETY: ACCIDENT PREVENTION

In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the City, County or HUD may determine to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

55. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all federally funded contracts and any subcontracts of $100,000 or more.) By submission of this bid or the execution of this contract, or subcontract, as appropriate, the Contractor/Developer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in

implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

56. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Bid Package Certification
The Contractor/Developer shall complete and submit with its response the certification regarding debarment form included in this package, or an explanation as provided herein. The inability to provide the certification will not necessarily result in denial of participation in the project. The Contractor/Developer shall submit an explanation of why it cannot provide the requested certification, which will be considered in evaluation of the Contractor/Developer's bid package. However, failure by a Contractor/Developer to furnish a certification or an explanation shall disqualify such Contractor/Developer from this RFQ.

The Contractor/Developer agrees by submitting its bid that should it be awarded the contract, it will not knowingly enter into any sub-contracts for this project with a person who is debarred, suspended, declared ineligible or excluded from participation in this transaction. The Contractor/Developer further agrees that it will require the same certification in all solicitations for and from all sub-contractors on the project.

The certification is a material representation of fact upon which the City will rely. If it is later determined that the Contractor/Developer rendered an erroneous certification, or knowingly entered into a sub-contract with a subcontractor who is debarred, suspended or ineligible, the City may terminate the contract for cause of default.

57. INSTRUCTIONS FOR CERTIFICATION – PRIME CONTRACTOR: (Applicable to all Federal-aid contracts – 49 CFR 29)

By signing and submitting to this request, the prospective primary participant is providing the certification set out below.

The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Non-procurement List) which is compiled by the General Services Administration.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification - Subcontracts: (Applicable to all subcontracts, purchase orders and other lower tier transactions of $25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Subcontracts and Purchase Orders:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING (Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 - 49 CFR 20)

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

58. AGREEMENT DOCUMENTS

The following documents are herein incorporated by reference and made a part of this solicitation, as if fully set forth herein:

a. Office of Management and Budget Circulars A-87, A-102, A-133 and 24 CRF Part 85.
b. Federal Communities Block Grant Regulations (24 CFR Part 570) as amended.
c. Housing and Economic Recovery Act of 2008 (Publ. L. 110-289).
d. Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990.
e. Executive Orders 11246, 11478, 11625, 12432, 11738
f. Davis Bacon Act and Copeland Anti-Kickback Act
g. Contract Work Hours and Safety Standards Act and regulations.
h. Section 3 of the Housing and Community Development Act of 1968.
i. Section 306 of the Clean Air Act
j. Section 508 of the Clean Water Act
k. EPA regulations (40 CFR Part 15)
l. Energy Policy and Conservation Act.
m. National Historic Preservation Act of 1966.
n. HUD Environmental standards.

END OF GENERAL INFORMATION

ATTACHMENT A
PROPOSER COVER PAGE
RFQ # 12-13-303

COMPANY:
AUTHORIZED SIGNATURE:
NAME AND TITLE PRINTED:
PHYSICAL ADDRESS:
CITY, STATE, ZIP CODE:
TELEPHONE NO.:
FACSIMILE NO.:
EMAIL ADDRESS:
WEBSITE (If applicable)
FEDERAL IDENITIFCATION NO. * This is a requirement of every Proposer

We (I) the above signed hereby agree to furnish the item(s), service(s) and have read all attachments including specifications, terms and conditions and fully understand what is required. The Request for Proposals, Specifications, Bid Proposal Information Forms, and/or any other pertinent document form a part of this RFQ are by reference made a part hereof. Signature indicates acceptance of all terms and conditions of the RFQ.

Where the Tropics Begin

ATTACHMENT B
FEE SCHEDULE

The Vendor/Contractor shall provide all labor and other resources necessary to provide the supplies, equipment and/or services in strict accordance with the specifications defined in this solicitation for the amounts specified in this Bid Form, inclusive of overhead, profit and any other costs.

The undersigned bidder has carefully read the Invitation to Bid and its provisions, terms and conditions covering the equipment, materials, supplies and services as called for, and fully understand the requirements and conditions. Bidder certifies that this bid for the same goods/services (unless otherwise specifically noted), and is in all respects fair and without collusion or fraud. Bidder agrees to be bound by all the terms and conditions of this Invitation to Bid and certifies that the person(s) signing this bid is (are) authorized to bind the Bidder. Bidder agrees that if Bidder is awarded this Invitation to Bid, Bidder will provide the materials and services as stipulated in the specifications of this Invitation to Bid.

Square foot rate includes all materials, permits, transportation, disconnection of utilities and fees, labor, dump fees, grading, removal of subsurface footing, removal of driveway, lead walks and paving and seeding as needed to complete demolition of specified building in accordance with all regulatory agencies.

Description	**Square footage rate**
1. Single family, one story frame structure.	_____ per S/F
2. Single family, two story frame structure.	_____ per S/F
3. Single family, one story block structure.	_____ per S/F
4. Single family, two story block structure.	_____ per S/F
5. Multi-family, one story frame structure.	_____ per S/F
6. Multi-family, two story frame structure.	_____ per S/F
7. Multi-family, one story block structure.	_____ per S/F
8. Multi-family, two story block structure.	_____ per S/F
9. Commercial, one story frame structure.	_____ per S/F
10. Commercial, two story frame structure.	_____ per S/F

11. Commercial, one story block structure. _____ per S/F

12. Commercial, two story block structure. _____ per S/F

Other Related Costs

Proposer shall list all other costs related to demolition services which may not be outlined above; or be outside the listed services (i.e. special conditions, etc.) and the method of pricing:

_____

_____

_____

_____

_____

_____

The proposal must include all the following information. Failure to supply any of this information could result in disqualification of the vendor.

Company Name: _____

Address: _____

_____

Authorized Signature: _____

Print Name: _____ Title: _____

Date: _____

Failure to fully complete and sign this Form shall result in rejection of the solicitation.

ATTACHMENT C
PROPOSER INFORMATION

GENERAL COMPANY INFORMATION:

Company: _____ Federal ID #: _____
Required

Authorized By:_____
Signature Print Name Title

Address: _____
Street City State Zip Code

Telephone:_____ Fax:_____

E-Mail Address:_____

Name of Principal Contact for the Company:_____

Telephone:_____ Cell Phone:_____

Name of Supervisor that would be assigned to this contract:_____

Telephone:_____ Cell Phone:_____

Number of Years of Demolition Experience: _____

Number of Full Time Employees: _____

State of Incorporation: _____

Full name and titles of persons or parties as principals of your company:

_____ _____

_____ _____

_____ _____

Is your company a member of the Better Business Bureau? ☐ Yes ☐ No

PROPOSER INFORMATION (CONTINUED)

Is your company a Local Owned Business (with a physical address in the City of Lake Worth)? ☐Yes ☐ No

Are you registered/certified as a small business with Palm Beach County or other municipality in Palm Beach County? ☐Yes ☐ No

Can your company meet the insurance requirements specified in the RFQ? ☐ Yes ☐ No

Can your company meet the timing requirements specified in the RFQ? ☐ Yes ☐ No

Can your company meet all of the demolition specifications in the RFQ? ☐ Yes ☐ No

Have you ever provided demolition services to any public agency in the State of Florida?
☐ Yes ☐ No

LICENSING/REGULATORY INFORMATION:

Are you a Contractor licensed to perform such services in the State of Florida? ☐ Yes ☐ No

State License Number*:_____ License Type*:_____

Do you have a current Business Tax Receipt with Palm Beach County? ☐ Yes ☐ No
Is your company registered and licensed to do business in Palm Beach County ☐ Yes ☐ No

County License Number*:_____ License Type*:_____

Do you have a current Business Tax Receipt with the City of Lake Worth? ☐ Yes ☐ No

City License Number*: _____ License Type*:_____

****Attach copies of all applicable licenses.***

Please provide a brief discussion of your firm's demolition experience in Florida.

_____

_____

_____

_____

_____

_____

PROPOSER INFORMATION (CONTINUED)

Describe your company's general demolition experience.

_____

_____

_____

_____

_____

_____

_____

_____

REFERENCES:

All references must have been completed in the past three (3) years. A **minimum of three (3) must be provided for Demolition Services completed by the Proposer**.

1. Name of Company/Agency: _____

Contact:_____
(Name) (Title) (Phone)

Address:_____
(Street) (City, State) (Zip Code)

Telephone:_____ Fax: _____

Description of Work:_____

_____

2. Name of Company/Agency: _____

Contact:_____
(Name) (Title) (Phone)

Address:_____
(Street) (City, State) (Zip Code)

Telephone:_____ Fax: _____

Description of Work:_____

_____

PROPOSER INFORMATION (CONTINUED)

3. Name of Company/Agency: _____

Contact:_____
(Name) (Title) (Phone)

Address:_____
(Street) (City, State) (Zip Code)

Telephone:_____ Fax: _____

Description of Work:_____

_____

***Attach additional sheets if necessary.**

ATTACHMENT D
DRUG FREE WORKPLACE CERTIFICATION

The undersigned Proposer, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under this bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities, or contractual services that are under bid, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty, or *nolo contendre* to any violation of Chapter 1893, or of any controlled substance law of the United States, or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance, or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____
Proposers Signature

_____
Date

ATTACHMENT E

PUBLIC ENTITY CRIME FORM

SWORN STATEMENT PURSUANT TO SECTION 287.133(2) (a), FLORIDA STATUTES, PUBLIC ENTITY CRIME INFORMATION

Where the Tropics Begin

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

By:_____

Title: _____

Signed and Sealed _____day of _____, 2013

ATTACHMENT F

SUCCESSFUL EXPERIENCE WITH SIMILAR PROJECTS

(ONE FORM PER PROJECT – MAX 5 PROJECTS)

1. Project title and Location:

   _____

2. Project Description:

   _____

3. Owner's Name:

   _____

4. Type/Scope of service provided:

   _____

5. Project Costs:

   _____

6. Was construction completed within budget (if not, provide explanation)?

   _____

7. Project Duration: (Dates): _____

   Construction Start Date: _____ Completion Date: _____

8. Was construction completed within schedule (if not, provide explanation)?

   _____

9. Location of office performing work:

   _____

10. Was Proposer the prime contractor or subcontractor:

    _____

11. Which members of your proposed team worked on this project?

    _____

12. What Federal Housing Rehabilitation Program does this project correlate with?

    _____

ATTACHMENT G

RESPONDENT INFORMATION/CERTIFICATION

1. Legal Name of Respondent. (Indicate if the Respondent is a Corporation, Joint Venture, Partnership, etc.)

_____

2. Name/title of contact person for the Respondent:

_____

3. Local business and mailing address:

_____

4. Primary business and mailing address:

_____

5. Phone: (____) _____ Fax: (____) _____

Email:_____

The above-named Respondent affirms and declares:

A. That the Respondent understands all requirements of the RFQ and states that as a serious Respondent they will comply with all stipulations included in the RFQ package.

B. That the Respondent is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the agreement proposed to be entered into except as expressly stated.

C. That this qualification proposal is made without any understanding, agreement or connection with any other person, firm or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud except as expressly stated below:

D. That the Respondent is not in arrears to The City of West Palm Beach upon debt or contract and is not a defaulter, surety or otherwise, upon obligation to The City of West Palm Beach except as expressly stated below:

E. That no officer or employee or person whose salary is payable in whole or in part from the City of West Palm Beach is, shall be or become interested, directly or indirectly, surety or otherwise in this proposal; in the performance of this agreement; in the supplies, material, equipment and work which they relate; or in any portion of the profit thereof.

IN WITNESS WHEREOF, this proposal is hereby signed and sealed as of the date indicated.

ATTEST:

_____
Witness

_____
Witness

_____
CORPORATE SEAL
(Where appropriate)

RESPONDENT:

BY:_____
(Authorized signature in ink)

_____
(Print name of signer)

_____
(Print title of signer)

_____
(Date signed)

ACKNOWLEDGEMENT OF RESPONDENT, IF A CORPORATION)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath and who executed the foregoing instrument as _____ of _____, a _____ corporation, and who severally and duly acknowledged the execution of such officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who having knowledge of the several matters stated in said forgoing instrument, certified the same to be true in all respects.
He/She is personally known to name or has produced _____as identification.

Witness my hand and official seal the aforesaid.

_____
(Signature of the Person taking the Acknowledgement)

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
(Title or Rank)

(ACKNOWLEDGEMENT OF RESPONDENT, IF A PARTNERSHIP OR INDIVIDUAL)

STATE OF _____
COUNTY OF_____

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath and who executed the foregoing instrument as a member of the firm of _____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.
He/She is personally known to me or has produced _____ as identification.

Witness my hand and official seal the date aforesaid.

_____
(Signature of the Person taking Acknowledgement)

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
(Title or Rank)

ATTACHMENT H

NARRATIVE QUESTIONAIRE

All Responses should conform to the following structure, order and must incorporate information where appropriate.

The following forms and narratives must be completed and submitted. **Failure to respond** to any questions may result in disqualification of the Response as non-responsive and not be considered by the Selection Committee.

1. Has your contractor's license been revoked at any time in the last five (5) years?
   ☐Yes _____☐No _____

2. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was in default within the last five (5) years.
   ☐Yes _____☐No _____

3. At any time during the last five (5) years, has your firm or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding of performance of a government contract?
   ☐Yes _____ ☐ No _____

4. List all Florida construction license numbers, classifications and expiration dated of the Florida contractor licenses held by your firm:

5. If any of the firm's license(s) are held in the name of a corporation or partnership, list the names of the qualifying individual(s) listed on the Department of Business and Professional Regulations (DPBR) Construction Industry Licensing Board (CILB) records who meet the experience and examination requirements for each license.

6. Has your firm changed names or license number in the past five (5) years?
   ☐Yes _____☐ No _____
   If "yes" explain on a separate signed page, including the reason.

7. Has any owner, partner or officer of your firm operated a construction firm under any other name in the last five (5) years?
   ☐Yes _____☐ No _____
   If "yes" explain on a separate page, including reason.

8. Has any CILB license held by your firm or and employee been suspended within the last five (5) years?
   ☐Yes _____☐ No _____
   If "yes" explain on a separate page, including reason.

9. At any time in the last five (5) years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?
   ☐Yes _____☐No _____

   If "yes", explain on a separate signed page, identifying all such projects by owner, owner's address and the date of completion of the project, amount of liquidated damaged assessed and all other information necessary to fully explain the assessment of liquidated damages.

10. In the last five (5) has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on or completing, any government agency or public works project for any reason?
    Note: "Associated with" refers to another construction firm in which an owner, partner or officer of your firm held a similar position
    ☐Yes _____ ☐No _____

    If "yes", explain on a separate signed page. State whether the firm involved was the firm applying for qualification in this RFQ OR ANOTHER FIRM. Identify by name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project and the basis for the action.

11. In the past five (5) years has any claim against your firm concerning your firm's work on a construction project been filed in court or arbitration?
    ☐ Yes _____☐No _____

    Is "yes", on a separate signed page, identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or if resolved, a brief description of the resolution.)

12. In the last five (5) years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
    ☐Yes _____☐ No _____

    If "yes" explain on a separate signed page. Name of insurance carrier, the form of insurance and the year of refusal.

13. Does your firm have the ability to conduct business with three (3) City projects and three (3) projects outside the City contract on a concurrent basis?
    ☐ Yes _____ No _____

ATTACHMENT I

PROJECT COMPLETION AFFIDAVIT

I state that I am _____ of _____
(Title) (Name of Firm)
and that I am authorized to make this AFFIDAVIT on behalf of my firm, and its owners, directors, and officers.

(1) My firm has maintained a consistent record of passed inspections with no lengthy construction delays over the past two (2) consecutive years.

(2) My Firm is able and agrees, upon request of the City, to provide evidence to confirm a consistent record of passed inspections with no lengthy construction delays over the past two (2) consecutive years.

I state that understands and acknowledges that the _____(Name of Firm) above representations are material and important, and will be relied on by the City of West Palm Beach in awarding the contract(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from City of West Palm Beach of the true facts relating to the submission of proposals for this contract.

_____ _____
(Signature) (Date)

_____
(Title)

_____
(Print Name)

STATE OF FLORIDA }

COUNTY OF _____ } ss:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____

of _____, who after being duly sworn upon oath, deposes and

says that _____ executed the above.

WITNESS my hand and seal this _____ day of _____, 2011.

Notary Public
_____

Print Name_____

CC#_____
My Commission expires: _____

ATTACHMENT J

NON-COLLUSION AFFIDAVIT

I state that I am of _____ of _____
(Title) (Name of Firm)
and that I am authorized to make this AFFIDAVIT on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this proposal.
I state that:

(1) The budgets shown in this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, responder, or potential responder to this Request for Qualifications (RFQ).

(2) Neither the price(s) nor the amount of the proposal, and neither the approximate budgets nor approximate amounts in this proposal, have been disclosed to any other firm or person who is a responder or potential responder to this RFQ, and they will not be disclosed before the proposal opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from responding to this RFQ, or to induce them to submit a budget that is higher than the budget in this proposal, or to submit any intentionally high or noncompetitive proposal or other form of non-responsive proposal.

(4) The proposal and budget prepared by my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

(5) _____ (Name of firm), its affiliated, subsidiaries, officers, directors, and (Name of Firm) employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as follows:

I state that understands and acknowledges that the _____(Name of Firm) above representations are material and important, and will be relied on by the City of West Palm Beach in awarding the contract(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from City of West Palm Beach of the true facts relating to the submission of proposals for this contract.

_____ _____
Signature Date

_____
Title

_____
Printed Name

STATE OF FLORIDA }
COUNTY OF _____ } ss:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____

of _____, who after being duly sworn upon oath, deposes and

says that _____ executed the above.

WITNESS my hand and seal this _____ day of _____, 2011.

Notary Public
_____

Print Name_____

CC#_____

My Commission expires: _____

ATTACHMENT K

BUILDING DIVISION
DEPARTMENT FOR COMMUNITY SUSTAINABILITY
CITY OF LAKE WORTH
1900 2ND AVENUE NORTH
LAKE WORTH, FL 33461
561.586.1647

DEMOLITION PACKAGE

This package contains all the release forms necessary for the successful demolition contractors' submittal. The following procedure is to be followed by all applicants applying for demolition permits for all structures and site improvements excluding sidewalks and driveways located in the public right of way.

Zoning approval is required for demolition of all structures. Prior to submitting your completed application, you must first obtain Zoning and Historical approval. If it is determined that the proposed demolition is of a structure deemed of historic significance or deemed a contributing structure, a Certificate of Appropriateness (COA) from the Historic Resources Preservation Board will be required. You will be contacted by zoning staff with the results of the review. If a COA is necessary, department staff is available to assist you with completing the COA application. For further information, contact 561-586-1687.

********Please do not proceed with any of the items below prior to receiving the approval from through the Zoning and Historical Division********

Contractor Responsibility:
Obtain and provide the following:

a. A boundary survey or site plan of the property indicating all structures (including driveways, pools, etc.) to be demolished.
b. An asbestos and/or survey of all structures. If indicated in the survey that asbestos and/or lead paint abatement is necessary, a separate permit application for asbestos and/or lead paint abatement must be submitted by a licensed abatement contractor per F.S. 469. The asbestos abatement contractor must provide a copy of the FDEP Form 62-257-900, Notice of Asbestos Renovation or Removal with the abatement permit application
c. Certification from a licensed pest control operator (PCO) that all structures are rodent free. A letter or invoice under the signature of the PCO is acceptable. The letter or invoice must include the address of the inspected structures and indicate the date that the inspection was performed.
d. City of Lake Worth Utilities: Sanitary Sewer Service and Water Service. A separate permit by a licensed plumbing contractor is required to disconnect and cap the sanitary sewer and/ or water service. Contractor is responsible to inform the City if the water meter is to be pulled or cap for the demolition procedure. If the water meter is to be capped the work can be submitted on the same permit as the sewer cap. If the water meter is to be pulled, please let the Utilities Customer Service staff know when submitting the release form.
e. If applicable: removal of above / below ground propane tanks / lines requires a separate permit application.
f. City of Lake Worth Public Services: Best Management Practices (BMP) for protection of the storm water drainage system. It is the responsibility of the applicant to protect the storm water drainage system by installation of a silt fence along the property lines **and** wrapping and blocking all drainage system inlets in the vicinity of the property. The installed protection must be in place and inspected / approved by public services staff PRIOR to commencement of the demolition. Attached to the

form are samples of approved protection systems. Once the silt fence is installed, please call the Building Division (561-586-1647). A release form will then be submitted to Public Services for approval of the silt fence.

g. Landscaping approval is required for demolition of all structures. A release form must be signed off by Public Services. Please be advised demolitions of commercial may require a landscape plan review and approval. The proposed landscape must comply with the City of Lake Worth's Code of Ordinances Chapter 23, Article XXI, Section 23.21.09.00
h. FPU - Florida Public Utilities: Natural Gas Service. Submit release to FPU and arrange for disconnection of the natural gas service. NOTE: removal of above / below ground propane tanks / lines requires a separate permit application as not in item "e" above.
i. City of Lake Worth Utilities: Water & Electric Service. Release forms must be submitted to Utilities Customer Service and arrange for disconnection of the potable water and electric service to all structures on the property.
j. City of Lake Worth Public Services: Once the silt fence is in place, please call 561-586-1720 to schedule an inspection.

PERMIT ISSUANCE

Upon approval of your application, you will be contacted by building department staff that your permit is ready for pick up.

DEMOLITION PROCESS

During and subsequent to the demolition process, the contractor is responsible to provide for:

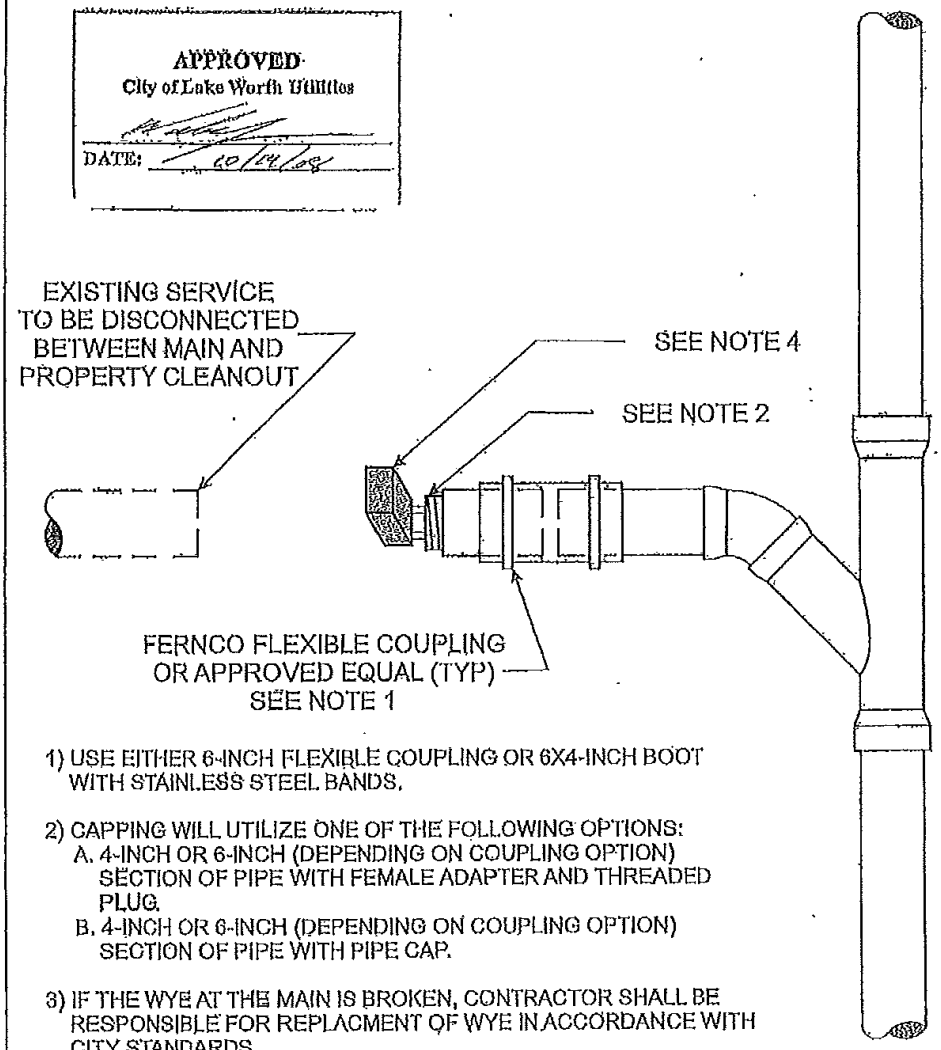
- Dust control
- Traffic control as necessary
- Protection of adjacent property
- Filling of the site as necessary to ensure adequate drainage
- Final cleaning of the public right of way
- Repair of any / all damage to sidewalks, curbs, and city streets / alleys that resulted from the demolition activity
- Compliance with Florida Building Code, Chapter 33 (Demolition), Sections 3301 through 3312 as applicable

FINAL INSPECTION

The contractor is responsible to schedule the final inspection through Public Services to verify removal of the silt fence and a landscape final for sod per City Ordinance. These inspections can be scheduled through Public Services at 561-586-1720.

The contractor is responsible to schedule the final demolition inspection through the Building Division upon completion of all work. Call 561-586-1691 to schedule this inspection.

APPROVED
City of Lake Worth Utilities
DATE: 10/14/08



1) USE EITHER 6-INCH FLEXIBLE COUPLING OR 6X4-INCH BOOT WITH STAINLESS STEEL BANDS.

2) CAPPING WILL UTILIZE ONE OF THE FOLLOWING OPTIONS:
   A. 4-INCH OR 6-INCH (DEPENDING ON COUPLING OPTION) SECTION OF PIPE WITH FEMALE ADAPTER AND THREADED PLUG.
   B. 4-INCH OR 6-INCH (DEPENDING ON COUPLING OPTION) SECTION OF PIPE WITH PIPE CAP.

3) IF THE WYE AT THE MAIN IS BROKEN, CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACMENT OF WYE IN ACCORDANCE WITH CITY STANDARDS.

4) 2 X 4 -INCH WOOD STAKE MARKER TO BE INSTALLED AGAINST CAP FROM 6-INCHES BELOW CAP TO 12-INCHES BELOW GRADE.

UTILITIES DEPARTMENT
WATER DIST/SEWER COLLECTION
CITY OF LAKE WORTH FLORIDA

SEWER LATERAL CAPPING
FOR SITE DEMOLITION

SHEET 1 OF 1

Attn: PLANNING & PRESERVATION MANAGER

Permit #_____

Planning, Zoning and Historic Preservation
Phone (561) 586-1687
1900 2nd Ave N, Lake Worth, FL 33461

Application for permit is being made by the undersigned for the demolition and removal of the following structure (s).

Address: _____

Location on lot and description of structure to be demolished: _____

_____

Property Owner/ Agent: _____

Name of Contractor: _____

Address of Contractor: _____

E-mail of Contractor: _____

Phone Number of Contractor: _____

Signature of Applicant: _____

********MINIMUM OF 1 PHOTO OF STRUCTURE TO BE DEMOLISHED MUST BE SUBMIITED WITH THIS RELEASE FORM*********

FOR CITY OF LAKE WORTH PLANNING, ZONING & HISTORIC USE ONLY

Comments: _____

_____

City of Lake Worth Planning, Zoning and Historic Preservation Division:

Zoning Completed by: _____ Date: _____

Historic Preservation Completed by: _____ Date: _____

THITHIS SIGNED FORM MUST BE RETURNED TO THE CITY OF LAKE WORTH BUILDING DIVISION LOCATED AT 1900 2ND Ave N or via e-mail at **building@lakeworth.org** or **pgrissom@lakeworth.org**.

CITY OF LAKE WORTH DEMOLOTION RELEASE FORM

FLORIDA PUBLIC UTILITIES (Gas Company)
Attn: Engineer Department
401 S Dixie Hwy, West Palm Beach, FL 33401
Phone (561) 838-1800 Fax (561) 838-1826
aweitz@fpuc.com

Application for permit is being made by the undersigned for the demolition and removal of the following structure (s).

Address: PMTADR

Location on lot and description of structure to be demolished: _____

_____

Property Owner/ Agent: OWNNAM

Name of Contractor: CTRNAM

Address of Contractor: CTRAD1, CTRAD2 CTRAD3
CTRCTY, CTRST, CTRZIP

Phone Number of Contractor: CTRPHN

Signature of Applicant: _____

FOR DEPARTMENTAL USE ONLY

Please see that the proper disconnects is made. Note date of removal and forward the signed form to the address or fax number below.

Florida Public Utilities Department

Completed by: _____

Title: _____

THIS SIGNED FORM MUST BE SUBMITTED TO THE BUILDING DEPARTMENT.
Please submit completed form to:
lmartinez@lakeworht.org or tjohnson@lakeworth.org

THIS FORM MUST BE COMPLETED BEFORE A DEMOLITION PERMIT CAN BE ISSUED.

1900 2ND Ave North
Lake Worth, FL 33461
Phone (561) 586-1647

Revised 7/2013

CITY OF LAKE WORTH DEMOLITION RELEASE FORM

Attn: City Horticulturist Permit Application # APPL

Public Services Department

Phone (561) 586-1720
dmcgrew@lakeworth.org

Application for permit is being made by the undersigned for the demolition and removal of the following structure (s).

Address: PMTADR

Legal Description: _____

Location on lot and description of structure to be demolished: _____

_____

Property Owner/ Agent: OWNNAM

Name of Contractor: CTRNAM

Address of Contractor: CTRAD1, CTRAD2 CTRAD3

CTRCTY, CTRST CTRZIP

Phone Number of Contractor: CTRPHN

Signature of Applicant: _____

FOR DEPARTMENTAL USE ONLY

City Horticulturist Comments: _____

_____

City of Lake Worth Public Works Department:

Completed by: _____ Date: _____

Title: _____

THIS SIGNED FORM MUST BE SUBMITTED TO THE BUILDING DEPARTMENT.
Please submit completed form to:
lmartinez@lakeworth.org or tjohnson@lakeworth.org

THIS FORM MUST BE COMPLETED BEFORE A DEMOLITION PERMIT CAN BE ISSUED.

1900 2ND Ave North
Lake Worth, FL 33461
Phone (561) 586-1647

Revised 7/2013

CITY OF LAKE WORTH DEMOLITION RELEASE FORM

Permit Application #APPL

Planning, Zoning and Historic Preservation

Phone (561) 586-1687
rpatrick@lakeworth.org or kchristensen@lakeworth.org

Application for permit is being made by the undersigned for the demolition and removal of the following structure (s).

Address: PMTADR

Location on lot and description of structure to be demolished: _____

_____

Property Owner/ Agent: OWNNAM

Name of Contractor: CTRNAM

Address of Contractor: CTRAD1, CTRAD2 CTRAD3
CTRCTY, CTRST, CTRZIP

Phone Number of Contractor: CTRPHN

Signature of Applicant: _____

FOR DEPARTMENTAL USE ONLY

Comments: _____

_____

City of Lake Worth Planning, Zoning and Historic Preservation Department:

Zoning Completed by: _____ Date: _____

Historic Preservation Completed by: _____ Date: _____

THIS SIGNED FORM MUST BE SUBMITTED TO THE BUILDING DEPARTMENT.
Please submit completed form to:
Lmartinez@lakeworth.org or tjohnson@lakeworth.org

THIS FORM MUST BE COMPLETED BEFORE A DEMOLITION PERMIT CAN BE ISSUED.

1900 2ND Ave North
Lake Worth, FL 33461
Phone (561) 586-1647

Revised 7/2013

BUILDING DIVISION
DEPARTMENT FOR COMMUNITY SUSTAINABILITY
CITY OF LAKE WORTH
1900 2ND AVENUE NORTH
LAKE WORTH, FL 33461
561.586.1647

PERMIT APPLICATION

MASTER PERMIT NUMBER

PERMIT NUMBER (FOR OFFICE USE ONLY)

WORK LOCATION

ADDRESS _____

FLOOR/BAY/SUITE/APT # _____

SUBDIVISION _____ BLOCK _____ LOT _____

PARCEL ID# 38 – 43 – 44- _____

CONTRACTOR

QUALIFIER NAME _____

COMPANY NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

STATE LIC. OR COMPETENCY # _____

PHONE# _____ CELL# _____

E-MAIL _____

PERMIT TYPE

☐ STRUCTURE	☐ DEMOLITION	☐ ELECTRICAL
☐ ADDITION	☐ RELOCATION	☐ MECHANICAL
☐ ALTERATION	☐ ROOFING	☐ PLUMBING
☐ REPAIR	☐ FENCE	☐ POOL
☐ FIRE SPRINKLER	☐ SIGN	☐ IRRIGATION
☐ FIRE ALARM	☐ SIDEWALK	☐ BACKFLOW
☐ DRIVEWAY	☐ GAS	☐ CHANGE OF CONTRACTOR
☐ APPROACH	☐ FUEL	☐ GENERATOR
☐ RESIDENTIAL	☐ COMMERCIAL	☐ DOOR
☐ WINDOW	☐ SHUTTER	☐ OTHER

OWNER OF RECORD

NAME LAST FIRST MI

_____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE _____ CELL _____

TENANT NAME _____

DESCRIBE PROJECT IN DETAIL

_____

_____

VALUE $_____ SQUARE FOOTAGE_____ CHANGE OF OCCUPANCY OR USE YES ☐ NO ☐

PRIMARY PERMIT FEES SHALL INCLUDE THE FEES FOR SUBPERMITS, PROVIDED THAT ALL APPLICABLE SUBCONTRACTOR QUALIFIER SIGNATURES ARE ON THE APPLICATION AND PLANS INCLUDE THE DETAILS OF ALL SUBCONTRACTOR WORK. **FAILURE TO INCLUDE THE REQUIRED INFORMATION AT THE TIME OF APPLICATION SHALL REQUIRE THAT A SEPARATE PERMIT BE ISSUED WITH APPROPRIATE FEES BEING CHARGED TO THE APPLICANT. CURRENT REGISTRATION REQUIRED AT TIME OF SUBMITTAL.**

Building Contractor: _____ Qualifier/Agent Signature_____	DATE	STATE LIC/CERT. OF COMPETENCY	BUILDING PERMIT #
Electrical Contractor: _____ Qualifier/Agent Signature_____	DATE	STATE LIC/CERT. OF COMPETENCY	ELECTRICAL PERMIT #
Mechanical Contractor: _____ Qualifier/Agent Signature_____	DATE	STATE LIC/CERT. OF COMPETENCY	MECHANICAL PERMIT #
Plumbing Contractor: _____ Qualifier/Agent Signature_____	DATE	STATE LIC/CERT. OF COMPETENCY	PLUMBING PERMIT #
Roofing Contractor: _____ Qualifier/Agent Signature_____	DATE	STATE LIC/CERT. OF COMPETENCY	ROOFING PERMIT #

NOTICE TO PROPERTY OWNERS

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

BEFORE ANY WORK IS DONE BY YOU OR YOUR CONTRACTOR, IMMEDIATELY FILE FOR AND RECORD A NOTICE OF COMMENCEMENT WITH THE OFFICE OF THE CLERK OF THE CIRCUIT COURT. THIS STEP IS REQUIRED BY THE FLORIDA CONSTRUCTION LIEN LAW.

IF YOU HAVE HIRED A CONTRACTOR TO DO THE WORK, MAKE SURE THAT THE CONTRACTOR OBTAINS THE PERMIT. THE CONTRACTOR'S SIGNATURE INDICATES HE OR SHE IS RESPONSIBLE FOR THE WORK, AND IF THE WORK IS NOT PERFORMED ACCORDING TO CODE, THE CITY CAN REQUIRE CORRECTIVE ACTION BY THE PARTY WHO OBTAINED THE PERMIT. FURTHERMORE, IF THE CONTRACTOR IS NOT LICENSED, YOU CAN BE IN VIOLATION OF STATE LAW BY ALLOWING AN UNLICENSED PERSON TO DO THIS WORK.

SINCE YOU OR YOUR CONTRACTOR HAVE APPLIED FOR A BUILDING PERMIT FOR WORK TO BE DONE ON PROPERTY YOU OWN, YOU SHOULD BE AWARE THAT:

ANY PERSON WHO FURNISHED LABOR (A CONTRACTOR, SUBCONTRACTOR OR LABORER) OR SUPPLIES MATERIALS FOR YOUR HOME REPAIR, IMPROVEMENT OR NEW CONSTRUCTION MAY BE ABLE TO FILE A CLAIM (CALLED A LIEN) AGAINST YOU IF HE HAS NOT BEEN PAID BY YOUR CONTRACTOR OR YOU. YOU ARE LIABLE TO SUBCONTRACTORS OR SUPPLIERS IF THEY ARE NOT PAID BY YOUR CONTRACTOR OR YOURSELF.

AT THE COMPLETION OF WORK, REQUIRE THE CONTRACTOR TO GIVE YOU A SWORN NOTARIZED STATEMENT INDICATING ALL BILLS FOR LABOR AND MATERIALS HAVE BEEN PAID OR A LIST NAMING THOSE SUPPLYING LABOR AND MATERIALS THAT HAVE NOT BEEN PAID. ASK FOR THE AFFIDAVIT BEFORE MAKING THE LAST PAYMENT.

UNLICENSED CONTRACTORS: NO PERSON SHALL ENGAGE IN BUSINESS OR ACT IN THE CAPACITY OF A CONTRACTOR WITHOUT BEING DULY REGISTERED OR CERTIFIED. ANY PERSON WHO VIOLATES THIS PROVISION IS GUILTY OF A MISDEMEANOR OF THE FIRST DEGREE AND MAY BE PUNISHED BY A PRISON TERM NOT EXCEEDING ONE (1) YEAR AND/OR A FINE NOT TO EXCEED $1,000 (SECTION 489.127 FLORIDA STATUTES).

FEE SIMPLE TITLEHOLDER (If other than owner)	MORTGAGE LENDER
Name _____	Name _____
Address _____	Address _____
City _____ State _____ Zip _____	City _____ State _____ Zip _____

BONDING COMPANY	ARCHITECT/ENGINEER/RESIDENTIAL PLANS CERTIFIER I CERTIFY THAT THE PLANS ACCOMPANYING THIS DOCUMENT MEET ALL REQUIREMENTS PERTAINING TO BUILDING CONSTRUCTION IN THE CITY OF LAKE WORTH.
Name _____	Name _____
Address _____	Signature _____
City _____ State _____ Zip _____	Address _____
	City _____ State _____ Zip _____
	Phone ( ) _____ Cell ( ) _____ Fax ( ) _____

APPLICATION IS HEREBY MADE TO OBTAIN A PERMIT TO DO THE WORK AND INSTALLATIONS AS INDICATED. I CERTIFY THAT NO WORK OR INSTALLATION HAS COMMENCED PRIOR TO THE ISSUANCE OF A PERMIT AND THAT ALL WORK WILL BE PERFORMED TO MEET THE STANDARDS OF ALL LAWS REGULATING CONSTRUCTION IN THIS JURISDICTION. I UNDERSTAND THAT A SEPARATE PERMIT MUST BE ACQUIRED FOR ELECTRICAL WORK, PLUMBING, SIGNS, WELLS, POOLS, FURNACES, BOILERS, HEATERS, TANKS, ROOFING AND AIR CONDITIONERS, ETC.

OWNER'S AFFIDAVIT: I CERTIFY THAT ALL THE FOREGOING INFORMATION IS ACCURATE AND THAT ALL WORK WILL BE DONE IN COMPLIANCE WITH ALL APPLICABLE LAWS REGULATING CONSTRUCTION & ZONING.

ALL SIGNATURES MUST BE ORIGINAL

Owner (Signature) _____	Contractor/Agent (Signature) _____
Print Name _____	Print Name _____
STATE OF _____	STATE OF _____
COUNTY OF _____	COUNTY OF _____
Sworn to (or affirmed) and subscribed to before me this _____ day of _____ 20 _____ by Owner or Agent, who has produced the following identification _____ or who is personally known to me.	Sworn to (or affirmed) and subscribed to before me this _____ day of _____ 20 _____ by Contractor, who has produced the following identification _____ or who is personally known to me.
_____ Signature of Notary	_____ Signature of Notary
_____ Print Name of Notary	_____ Print Name of Notary

ATTACHMENT L

[Maps are posted on website]

City of Lake Worth - Evaluation Matrix

RFP# 12-13-303

Demolition Services/Contractors

Evaluation Meeting: March 5th 2014 @ 9:00am.

SUMMARY SHEET

			RANKED:	**1**	**5**	**4**	**6**	**2**	**3**
	Evaluation Criteria Score Sheet:	Score		**Arbor Tree & Land**	**Chin Diesel**	**Cross Construction Services**	**Fastrack Mgmt & Consulting**	**The BG Group**	**Well Brothers Construction**
1	**Minumum Qualifications** - Does the Contractor meet the Minimum Qualifications as listed in Item# 4, on Page 4 of the bid document.	30		27.75	21.75	25.75	25.25	27.75	25.25
2	**Submittals of all Required Forms** - Rating based on all required forms completed with all required supporting documentation attached.	20		18.75	17.00	17.00	15.75	18.75	18.25
3	**Experience and Narrative** - Rating based on info provided on same type of experience related to the type of work at hand, narrative and references.	20		16.25	14.50	15.50	15.50	18.75	16.75
4	**Proposed Fee/Compensation Schedule** - Rating based on prices provided on the Fee Schedule on Page 36-37.	30		27.75	26.25	22.50	12.50	24.25	22.50
	Total Average Score	**100**		**90.50**	**79.50**	**80.75**	**69.00**	**89.50**	**82.75**
			Total Points Received:	**362**	**318**	**323**	**276**	**358**	**331**

Exhibit "B" - Price Sheet READ prices to confirm this sheet.		**Arbor Tree & Land**	**Chin Diesel**	**Cross Construction Services**	**Fastrack Mgmt & Consulting**	**The BG Group**	**Well Brothers Construction**
Single Family, One Story Frame Structure	S/F	$4.25	$4.75	$8.95	$26.50	$10.00	$7.84
Single Family, Two Story Frame Structure	S/F	$4.10	$5.25	$8.75	$28.50	$10.00	$12.54
Single Family, One Story Block Structure	S/F	$4.25	$4.75	$8.75	$29.50	$10.00	$8.84
Single Family, Two Story Block Structure	S/F	$4.10	$4.95	$8.50	$32.50	$10.00	$14.14
Multi-Family, One Story Frame Structure	S/F	$4.00	$4.75	$8.95	$28.50	$10.00	$8.94
Multi-Family, Two Story Frame Structure	S/F	$4.00	$5.25	$8.75	$30.50	$10.00	$14.30
Multi-Family, One Story Block Structure	S/F	$4.00	$5.00	$8.75	$32.50	$10.00	$9.94
Multi-Family, Two Story Block Structure	S/F	$4.00	$5.50	$8.50	$34.50	$10.00	$16.90
Commercial, One Story Frame Structure	S/F	$4.50	$4.50	$8.95	$36.50	$10.00	$9.84
Commercial, Two Story Frame Structure	S/F	$4.50	$6.00	$8.75	$39.50	$10.00	$15.74
Commercial, One Story Block Structure	S/F	$4.50	$5.00	$8.50	$38.50	$10.00	$10.84
Commercial, Two Story Block Structure	S/F	$4.50	$6.50	$8.50	$40.50	$10.00	$17.34
Other Related Costs: See Bids for Full Info		Watering, 3 Story structure.	Permit fees	Grout wells	Abestos/Lead abatemnt xtra	100% all costs incl above	abatement not included
Other Related Costs: See Bids for Full Info		Elec disconct, Lead/Mold				except abatement	abatement survey not incld

INDIVIDUAL EVALUATIONS

WILLIAM WATERS		RANKED:	1	4	5	6	1	1
Evaluation Criteria Score Sheet:		Score	Arbor Tree & Land	Chin Diesel	Cross Construction Svcs	Fastrack Mgmt & Con.	The BG Group	Well Brothers Construction
1	Minumum Qualifications	30	25	25	25	25	25	25
2	Submittals of all Required Forms	20	20	20	15	15	20	20
3	Experience and Narrative	20	15	10	10	15	20	20
4	Proposed Fee/Compensation Schedule	30	30	30	25	10	25	25
	Total Average Score	100	90	85	75	65	90	90

LUIS MARTINEZ		RANKED:	2	5	3	5	1	3
Evaluation Criteria Score Sheet:		Score	Arbor Tree & Land	Chin Diesel	Cross Construction Svcs	Fastrack Mgmt & Con.	The BG Group	Well Brothers Construction
1	Minumum Qualifications	30	30	25	25	25	30	25
2	Submittals of all Required Forms	20	20	15	20	15	20	20
3	Experience and Narrative	20	15	20	20	20	20	20
4	Proposed Fee/Compensation Schedule	30	30	25	25	25	30	25
	Total Average Score	100	95	85	90	85	100	90

MARK WOODS		RANKED:	1	3	3	6	2	5
Evaluation Criteria Score Sheet:		Score	Arbor Tree & Land	Chin Diesel	Cross Construction Svcs	Fastrack Mgmt & Con.	The BG Group	Well Brothers Construction
1	Minumum Qualifications	30	28	25	25	25	28	25
2	Submittals of all Required Forms	20	17	15	15	15	17	15
3	Experience and Narrative	20	17	13	15	12	15	12
4	Proposed Fee/Compensation Schedule	30	23	22	20	15	22	20
	Total Average Score	100	85	75	75	67	82	72

JOAN OLIVA		RANKED:	1	5	3	6	2	4
Evaluation Criteria Score Sheet:		Score	Arbor Tree & Land	Chin Diesel	Cross Construction Svcs	Fastrack Mgmt & Con.	The BG Group	Well Brothers Construction
1	Minumum Qualifications	30	28	12	28	26	28	26
2	Submittals of all Required Forms	20	18	18	18	18	18	18
3	Experience and Narrative	20	18	15	17	15	20	15
4	Proposed Fee/Compensation Schedule	30	28	28	20	0	20	20
	Total Average Score	100	92	73	83	59	86	79

CONTRACTOR AGREEMENT
(Demolition)

THIS AGREEMENT is made this _____day of _____, 2014 between the **City of Lake Worth**, Florida, a municipal corporation, herein referred to as the "CITY", with its principle office located at 7 North Dixie Highway, Lake Worth, Florida 33460, and **Arbor Tree & Land, Inc.,** a Florida corporation, with its office located at 5796 Western Way, Lake Worth, FL 33463, hereinafter referred to as the "CONTRACTOR".

RECITALS

WHEREAS, the CITY is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida;

WHEREAS, the CITY issued Request for Qualifications 12-13-303 (the "RFQ" hereafter) for the procurement of all goods and services needed to complete demolitions within the City (hereinafter each demolition shall be referred to as the "project");

WHEREAS, CONTRACTOR replied to the RFQ and was pre-qualified and shall be allowed to submit a bid to perform the work as set forth by the bid;

WHEREAS, the CONTRACTOR further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner;

WHEREAS, the CITY finds that pre-qualifying the CONTRACTOR as described herein serves a valid public purpose.

NOW THEREFORE, the CITY hereby engages the services of the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

I. Term: The term of this Agreement and time for completion of the project shall be as set forth in the Invitation for Bid (IFB) request or Purchase Order (PO). In addition to other completion requirements, completion of the project means that the demolition has been completed. The CITY, however, may terminate this Agreement subject to the provisions of Section XIII of this Agreement.

II. Scope of Work:

2.1 The scope of work is provided in the RFQ, IFB or (PO), per project, and the attachments thereto. **Work shall commence upon the issuance of a City purchase order and issuance of the permit(s) for the work.**

2.2 The CONTRACTOR represents to the CITY that the work to be performed under this Agreement shall be in accordance with accepted and established trade practices

and procedures recognized in the CONTRACTOR's trade in general and that the CONTRACTOR's work shall conform to the highest standards and in accordance with this Agreement.

2.3 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under this Agreement. The CONTRACTOR further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.

III. USE OF AGENTS OR ASSISTANTS: To the extent reasonably necessary to enable the CONTRACTOR to perform its work hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance its duties. All costs of the services of, or expenses incurred by, such agents or assistance shall be paid by the CONTRACTOR.

IV. PROJECT MANAGEMENT: Both parties shall appoint a Project Manager who shall meet to coordinate, review and insure performance by the CONTRACTOR under this Agreement.

V. EQUIPMENT: The CONTRACTOR shall provide all equipment necessary to complete the work to be performed hereunder. In the event CONTRACTOR requires equipment from the CITY, the CONTRACTOR shall meet and confer with the CITY before work commences. In the event the CITY's equipment is to be utilized, any costs chargeable to the CONTRACTOR shall be agreed upon in advance of the commencement of work.

VI. FEE AND ORDERING MECHANISM

6.1 For services to be rendered under this Agreement, the CONTRACTOR shall be entitled to a fee for actual work performed and accepted by the CITY, in an amount not to exceed that amount set forth in the CONTRACTOR'S bid. Approval of such invoice shall be by either the City Manager or Commission in accordance with the City's purchasing ordinances and policies.

6.2 Should the CITY require additional work not included in this Agreement, fees and payment for such work will be set forth in a separate Addendum, as authorized by the CITY's governing body prior to any such additional work being performed by the CONTRACTOR.

6.3 The City's ordering mechanism for all work performed under this Agreement shall be a City Purchase Order; however, the terms and conditions stated in a City Purchase Order shall not apply. CONTRACTOR shall not perform work under this Agreement without a City Purchase Order specifically for this purpose. CONTRACTOR shall not perform work which is out of scope, nor exceed any not to exceed amounts expressed on the Purchase Order. Note that the City's Fiscal Year ends on September 30th of each calendar year. The City cannot authorize work beyond September 30th of each calendar year, prior to the annual budget being approved by the City Commission. Additionally, the City must have budgeted appropriate funds for this work in any subsequent Fiscal Year. If the budget is approved for said work, the City will issue a new Purchase Order each Fiscal Year, for required and approved work.

VII. MAXIMUM COSTS: The CONTRACTOR expressly acknowledges and agrees that the total cost to complete all work shall be set forth in the PO and no additional costs shall be authorized without prior written approval from the City Commission or City Manager as required by the City's procurement ordinance.

VIII. INVOICE: The CONTRACTOR shall submit an invoice to the Project Manager for approval prior to receiving compensation, which fees and costs shall be in accordance with the unit fees submitted by the CONTRACTOR in its response to the RFQ and as set forth in its bid response. The CONTRACTOR shall be paid within thirty (30) days receipt of an approved invoice for work.

IX. AUDIT BY CITY: The CONTRACTOR shall permit the CITY, or any authorized representatives of the CITY, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to per performed under this Agreement.

X. COPIES OF DATA/DOCUMENTS: Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the CITY. Data collected, stored, and/or provided shall be in a form acceptable to the CITY and agreed upon by the CITY.

XI. OWNERSHIP: Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

XII. WRITTEN AUTHORIZATION REQUIRED: The CONTRACTOR shall not make changes in the Scope of Work or perform any additional work or provide any additional material under this Agreement without first obtaining written authorization from the CITY

for such additional work or materials. Additional labor or materials provided without written authorization shall be done at the CONTRACTOR's sole risk and without payment from the CITY.

XIII. DEFAULTS, TERMINATION OF AGREEMENT

13.1 If the Project Manager deems that the CONTRACTOR is in default for failure to supply an adequate working force or has failed in any other respect to satisfactorily perform the work specified in this Agreement; or, is in material breach of a term or condition of this Agreement, the Project Manager may give written notice to the CONTRACTOR specifying defaults to be remedied within five (5) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONTRACTOR does not remedy defaults within five (5) days or commence good faith steps to remedy the default to the reasonable satisfaction of the Project Manager, the CITY may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such work; and/or, the CITY may withhold any money due or which may become due to the CONTRACTOR for such expense and/or work related to the claimed default. Alternatively, or in addition to the foregoing, if after five (5) days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the Project Manager, the CITY may elect to terminate this Agreement.

13.2 Notwithstanding paragraph 13.1, the CITY reserves the right and may elect to terminate this Agreement at any time. At such time, the CONTRACTOR would be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph 13.2.

XIV. INSURANCE & BOND

14.1 The CONTRACTOR shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein. The CONTRACTOR shall not commence work until the required insurance is in force and evidence of insurance acceptable to the CITY has been provided to, and approved by, the CITY. An appropriate Certification of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, the CONTRACTOR shall provide the CITY with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

14.1.1 Workers' Compensation/Employer's Liability Insurance

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	$1,000,000	Each Accident
	$1,000,000	Disease – Policy Limit
	$1,000,000	Disease – Each Employee

14.1.2 General Liability Insurance

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. The CITY shall be included as an "Additional Insured" on a form no more restrictive that ISO Form CG 20 10 (Additional Insured – Owners, Lessees, or Contractors). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

$2,000,000 General Aggregate

$1,000,000 Products/Completed Operations Aggregate

$1,000,000 Personal and Advertising Injury

$1,000,000 Each Occurrence

14.1.3 Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work, the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$1,000,000 Each Occurrence – Bodily Injury and Property Damaged Combined

14.2 The insurance provided by the CONTRACTOR shall apply on a primary basis. Any insurance, or self-insurance, maintained by the City Commission shall be excess

of, and shall not contribute with, the insurance provided by the CONTRACTOR. Except as otherwise specified, no deductible or self-insured retention is permitted.

14.3 Compliance with these insurance requirements shall not limit the liability of the CONTRACTOR. Any remedy provided to the CITY by the insurance provided by the CITY shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the CONTRACTOR) available to the CITY under this Agreement or otherwise.

14.4 Neither approval nor failure to disapprove insurance furnished by the CONTRACTOR shall relieve the CONTRACTOR from responsibility to provide insurance as required by this Agreement.

14.5 The CONTRACTOR's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the CITY may use the services of another contractor without the CITY incurring any liability to the CONTRACTOR.

14.6 At its sole discretion, the CITY may obtain or renew the CONTRACTOR's insurance, and the CITY may pay all or part of the premiums. Upon demand, the CONTRACTOR shall repay the CITY all monies paid to obtain or renew the insurance. The CITY may offset the cost of the premium against any monies due the CONTRACTOR from the CITY.

14.7 CONTRACTOR shall be required to post a performance and payment bond for any contract or PO awarded that exceeds $50,000.00 or any combination of contracts or PO's awarded that exceeds $100,000.00.

XV. WAIVER OF BREACH: The waiver of either parts of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

XVI. INDEMNITY:

16.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suite, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses) to the extent arising out of or alleged to have arisen out of the acts or neglect of its agents,

employees, subcontractors or by anyone the CONTRACTOR directly or indirectly employed.

16.2 The CONTRACTOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

16.3 The CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

XVII. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

17.1 This Agreement consists of the terms and conditions provided herein; by reference, the RFQ, (including all drawings and specifications attached thereto or referenced therein); the Contractor's response to the RFQ, the CONTRACTOR's responsive bid and the P.O. issued. To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail with the RFQ (including all drawings and specifications attached thereto or referenced therein) next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

17.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

XVIII. ASSIGNMENT

18.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the CONTRACTOR and not for the benefit or any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the CITY's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

18.2 In the event the CITY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

XIX. SUCCESSORS AND ASSIGNS: Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

XX. WAIVER OF TRAIL BY JURY: TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

XXI. GOVERNING LAW AND REMEDIES:

21.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

21.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

XXII. TIME IS OF THE ESSENCE AND DAMAGES:

22.1 Time is of the essence in the completion of tasks and services as specified herein.

22.2 In addition, the CITY may recover from the CONTRACTOR any amounts paid by the CITY for damages suffered to third parties as a result of the CONTRACTOR's failure to complete the tasks and services as required in this Agreement.

XXIII. NOTICES: All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the CITY or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the CITY shall be given to the CITY address as follows:

Michael Bornstein, City Manager
City of Lake Worth
7 North Dixie Hwy
Lake Worth, Florida 33460

All notices, demands or requests from the CITY to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

Arbor Tree & Land, Inc.
5796 Western Way
Lake Worth, FL 33463

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement on the day and year first above written.

CITY OF LAKE WORTH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST

_____
Pamela J. Lopez, City Clerk

Reviewed and Approved for Execution:

_____
Michael Bornstein, City Manager

Approved as to form and legal sufficiency:

_____ for
Glen J. Torcivia, City Attorney

CONTRACTOR: **ARBOR TREE & LAND, INC.**

By: _____

[Corporate Seal]

Print Name: William D. Hodges

Title: President

STATE OF FLORIDA)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 11th day of March, 2014 by William D. Hodges, as President (title), of **Arbor Tree & Land, Inc.**, a Florida corporation, and who is personally known to me or who has produced the following — as identification.

Notary Public

_____

Print Name: Larry Nadeau

My commission expires: 9/19/16

LARRY NADEAU
MY COMMISSION # EE836818
EXPIRES September 19, 2016
(407) 398-0153 FloridaNotaryService.com

LARRY NADEAU
MY COMMISSION # EE836818
EXPIRES September 19, 2016
(407) 398-0153 FloridaNotaryService.com

CONTRACTOR AGREEMENT
(Demolition)

THIS AGREEMENT is made this _____day of _____, 2014 between the **City of Lake Worth**, Florida, a municipal corporation, herein referred to as the "CITY", with its principle office located at 7 North Dixie Highway, Lake Worth, Florida 33460, and **The BG Group, LLC,** a Florida limited liability company, with its office located at 1140 Holland Drive, #19, Boca Raton, FL 33487, hereinafter referred to as the "CONTRACTOR".

RECITALS

WHEREAS, the CITY is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida;

WHEREAS, the CITY issued Request for Qualifications 12-13-303 (the "RFQ" hereafter) for the procurement of all goods and services needed to complete demolitions within the City (hereinafter each demolition shall be referred to as the "project");

WHEREAS, CONTRACTOR replied to the RFQ and was pre-qualified and shall be allowed to submit a bid to perform the work as set forth by the bid;

WHEREAS, the CONTRACTOR further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner;

WHEREAS, the CITY finds that pre-qualifying the CONTRACTOR as described herein serves a valid public purpose.

NOW THEREFORE, the CITY hereby engages the services of the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

I. Term: The term of this Agreement and time for completion of the project shall be as set forth in the Invitation for Bid (IFB) request or Purchase Order (PO). In addition to other completion requirements, completion of the project means that the demolition has been completed. The CITY, however, may terminate this Agreement subject to the provisions of Section XIII of this Agreement.

II. Scope of Work:

2.1 The scope of work is provided in the RFQ, IFB or (PO), per project, and the attachments thereto. **Work shall commence upon the issuance of a City purchase order and issuance of the permit(s) for the work.**

2.2 The CONTRACTOR represents to the CITY that the work to be performed under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR's trade in general and that the CONTRACTOR's work shall conform to the highest standards and in accordance with this Agreement.

2.3 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under this Agreement. The CONTRACTOR further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.

III. USE OF AGENTS OR ASSISTANTS: To the extent reasonably necessary to enable the CONTRACTOR to perform its work hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance its duties. All costs of the services of, or expenses incurred by, such agents or assistance shall be paid by the CONTRACTOR.

IV. PROJECT MANAGEMENT: Both parties shall appoint a Project Manager who shall meet to coordinate, review and insure performance by the CONTRACTOR under this Agreement.

V. EQUIPMENT: The CONTRACTOR shall provide all equipment necessary to complete the work to be performed hereunder. In the event CONTRACTOR requires equipment from the CITY, the CONTRACTOR shall meet and confer with the CITY before work commences. In the event the CITY's equipment is to be utilized, any costs chargeable to the CONTRACTOR shall be agreed upon in advance of the commencement of work.

VI. FEE AND ORDERING MECHANISM

6.1 For services to be rendered under this Agreement, the CONTRACTOR shall be entitled to a fee for actual work performed and accepted by the CITY, in an amount not to exceed that amount set forth in the CONTRACTOR'S bid. Approval of such invoice shall be by either the City Manager or Commission in accordance with the City's purchasing ordinances and policies.

6.2 Should the CITY require additional work not included in this Agreement, fees and payment for such work will be set forth in a separate Addendum, as authorized by the CITY's governing body prior to any such additional work being performed by the CONTRACTOR.

6.3 The City's ordering mechanism for all work performed under this Agreement shall be a City Purchase Order; however, the terms and conditions stated in a City Purchase Order shall not apply. CONTRACTOR shall not perform work under this Agreement without a City Purchase Order specifically for this purpose. CONTRACTOR shall not perform work which is out of scope, nor exceed any not to exceed amounts expressed on the Purchase Order. Note that the City's Fiscal Year ends on September 30th of each calendar year. The City cannot authorize work beyond September 30th of each calendar year, prior to the annual budget being approved by the City Commission. Additionally, the City must have budgeted appropriate funds for this work in any subsequent Fiscal Year. If the budget is approved for said work, the City will issue a new Purchase Order each Fiscal Year, for required and approved work.

VII. MAXIMUM COSTS: The CONTRACTOR expressly acknowledges and agrees that the total cost to complete all work shall be set forth in the PO and no additional costs shall be authorized without prior written approval from the City Commission or City Manager as required by the City's procurement ordinance.

VIII. INVOICE: The CONTRACTOR shall submit an invoice to the Project Manager for approval prior to receiving compensation, which fees and costs shall be in accordance with the unit fees submitted by the CONTRACTOR in its response to the RFQ and as set forth in its bid response. The CONTRACTOR shall be paid within thirty (30) days receipt of an approved invoice for work.

IX. AUDIT BY CITY: The CONTRACTOR shall permit the CITY, or any authorized representatives of the CITY, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to per performed under this Agreement.

X. COPIES OF DATA/DOCUMENTS: Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the CITY. Data collected, stored, and/or provided shall be in a form acceptable to the CITY and agreed upon by the CITY.

XI. OWNERSHIP: Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

XII. WRITTEN AUTHORIZATION REQUIRED: The CONTRACTOR shall not make changes in the Scope of Work or perform any additional work or provide any additional material under this Agreement without first obtaining written authorization from the CITY

for such additional work or materials. Additional labor or materials provided without written authorization shall be done at the CONTRACTOR's sole risk and without payment from the CITY.

XIII. DEFAULTS, TERMINATION OF AGREEMENT

13.1 If the Project Manager deems that the CONTRACTOR is in default for failure to supply an adequate working force or has failed in any other respect to satisfactorily perform the work specified in this Agreement; or, is in material breach of a term or condition of this Agreement, the Project Manager may give written notice to the CONTRACTOR specifying defaults to be remedied within five (5) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONTRACTOR does not remedy defaults within five (5) days or commence good faith steps to remedy the default to the reasonable satisfaction of the Project Manager, the CITY may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such work; and/or, the CITY may withhold any money due or which may become due to the CONTRACTOR for such expense and/or work related to the claimed default. Alternatively, or in addition to the foregoing, if after five (5) days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the Project Manager, the CITY may elect to terminate this Agreement.

13.2 Notwithstanding paragraph 13.1, the CITY reserves the right and may elect to terminate this Agreement at any time. At such time, the CONTRACTOR would be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph 13.2.

XIV. INSURANCE & BOND

14.1 The CONTRACTOR shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein. The CONTRACTOR shall not commence work until the required insurance is in force and evidence of insurance acceptable to the CITY has been provided to, and approved by, the CITY. An appropriate Certification of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, the CONTRACTOR shall provide the CITY with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

14.1.1 Workers' Compensation/Employer's Liability Insurance

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	$1,000,000	Each Accident
	$1,000,000	Disease – Policy Limit
	$1,000,000	Disease – Each Employee

14.1.2 General Liability Insurance

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. The CITY shall be included as an "Additional Insured" on a form no more restrictive that ISO Form CG 20 10 (Additional Insured – Owners, Lessees, or Contractors). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

$2,000,000 General Aggregate

$1,000,000 Products/Completed Operations Aggregate

$1,000,000 Personal and Advertising Injury

$1,000,000 Each Occurrence

14.1.3 Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work, the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$1,000,000 Each Occurrence – Bodily Injury and Property Damaged Combined

14.2 The insurance provided by the CONTRACTOR shall apply on a primary basis. Any insurance, or self-insurance, maintained by the City Commission shall be excess

of, and shall not contribute with, the insurance provided by the CONTRACTOR. Except as otherwise specified, no deductible or self-insured retention is permitted.

14.3 Compliance with these insurance requirements shall not limit the liability of the CONTRACTOR. Any remedy provided to the CITY by the insurance provided by the CITY shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the CONTRACTOR) available to the CITY under this Agreement or otherwise.

14.4 Neither approval nor failure to disapprove insurance furnished by the CONTRACTOR shall relieve the CONTRACTOR from responsibility to provide insurance as required by this Agreement.

14.5 The CONTRACTOR's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the CITY may use the services of another contractor without the CITY incurring any liability to the CONTRACTOR.

14.6 At its sole discretion, the CITY may obtain or renew the CONTRACTOR's insurance, and the CITY may pay all or part of the premiums. Upon demand, the CONTRACTOR shall repay the CITY all monies paid to obtain or renew the insurance. The CITY may offset the cost of the premium against any monies due the CONTRACTOR from the CITY.

14.7 CONTRACTOR shall be required to post a performance and payment bond for any contract or PO awarded that exceeds $50,000.00 or any combination of contracts or PO's awarded that exceeds $100,000.00.

XV. WAIVER OF BREACH: The waiver of either parts of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

XVI. INDEMNITY:

16.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suite, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses) to the extent arising out of or alleged to have arisen out of the acts or neglect of its agents,

employees, subcontractors or by anyone the CONTRACTOR directly or indirectly employed.

16.2 The CONTRACTOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

16.3 The CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

XVII. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

17.1 This Agreement consists of the terms and conditions provided herein; by reference, the RFQ, (including all drawings and specifications attached thereto or referenced therein); the Contractor's response to the RFQ, the CONTRACTOR's responsive bid and the P.O. issued. To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail with the RFQ (including all drawings and specifications attached thereto or referenced therein) next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

17.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

XVIII. ASSIGNMENT

18.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the CONTRACTOR and not for the benefit or any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the CITY's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

18.2 In the event the CITY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

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SIGNATURE PAGE FOLLOWS

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CITY OF LAKE WORTH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST

Reviewed and Approved for Execution:

_____
Pamela J. Lopez, City Clerk

_____
Michael Bornstein, City Manager

Approved as to form and legal sufficiency:

CJ DL for
_____
Glen J. Torcivia, City Attorney

CONTRACTOR: **The BG Group, LLC**

By: _____

[Corporate Seal] THE BG GROUP LLC 2003

Print Name: Ivy Fradin

Title: Managing Member

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 10 day of MAR, 2014 by Ivy Fradin, as _____(title), of **The BG Group, LLC**, a Florida limited liability company, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

_____

Print Name: P Reese

My commission expires: ~~[illegible]~~ 12-11-2017

PRISCILLA REESE
Notary Public - State of Florida
My Comm. Expires Dec 11, 2017
Commission # FF 075804

CONTRACTOR AGREEMENT
(Demolition)

THIS AGREEMENT is made this _____day of _____, 2014 between the **City of Lake Worth**, Florida, a municipal corporation, herein referred to as the "CITY", with its principle office located at 7 North Dixie Highway, Lake Worth, Florida 33460, and **Cross Construction Services, Inc.,** a Florida corporation, with its office located at 25221 Wesley Chapel Blvd, Lutz, FL 33559, hereinafter referred to as the "CONTRACTOR".

RECITALS

WHEREAS, the CITY is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida;

WHEREAS, the CITY issued Request for Qualifications 12-13-303 (the "RFQ" hereafter) for the procurement of all goods and services needed to complete demolitions within the City (hereinafter each demolition shall be referred to as the "project");

WHEREAS, CONTRACTOR replied to the RFQ and was pre-qualified and shall be allowed to submit a bid to perform the work as set forth by the bid;

WHEREAS, the CONTRACTOR further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner;

WHEREAS, the CITY finds that pre-qualifying the CONTRACTOR as described herein serves a valid public purpose.

NOW THEREFORE, the CITY hereby engages the services of the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

I. Term: The term of this Agreement and time for completion of the project shall be as set forth in the Invitation for Bid (IFB) request or Purchase Order (PO). In addition to other completion requirements, completion of the project means that the demolition has been completed. The CITY, however, may terminate this Agreement subject to the provisions of Section XIII of this Agreement.

II. Scope of Work:

2.1 The scope of work is provided in the RFQ, IFB or (PO), per project, and the attachments thereto. **Work shall commence upon the issuance of a City purchase order and issuance of the permit(s) for the work.**

2.2 The CONTRACTOR represents to the CITY that the work to be performed under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR's trade in general and that the CONTRACTOR's work shall conform to the highest standards and in accordance with this Agreement.

2.3 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under this Agreement. The CONTRACTOR further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.

III. USE OF AGENTS OR ASSISTANTS: To the extent reasonably necessary to enable the CONTRACTOR to perform its work hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance its duties. All costs of the services of, or expenses incurred by, such agents or assistance shall be paid by the CONTRACTOR.

IV. PROJECT MANAGEMENT: Both parties shall appoint a Project Manager who shall meet to coordinate, review and insure performance by the CONTRACTOR under this Agreement.

V. EQUIPMENT: The CONTRACTOR shall provide all equipment necessary to complete the work to be performed hereunder. In the event CONTRACTOR requires equipment from the CITY, the CONTRACTOR shall meet and confer with the CITY before work commences. In the event the CITY's equipment is to be utilized, any costs chargeable to the CONTRACTOR shall be agreed upon in advance of the commencement of work.

VI. FEE AND ORDERING MECHANISM

6.1 For services to be rendered under this Agreement, the CONTRACTOR shall be entitled to a fee for actual work performed and accepted by the CITY, in an amount not to exceed that amount set forth in the CONTRACTOR'S bid. Approval of such invoice shall be by either the City Manager or Commission in accordance with the City's purchasing ordinances and policies.

6.2 Should the CITY require additional work not included in this Agreement, fees and payment for such work will be set forth in a separate Addendum, as authorized by the CITY's governing body prior to any such additional work being performed by the CONTRACTOR.

6.3 The City's ordering mechanism for all work performed under this Agreement shall be a City Purchase Order; however, the terms and conditions stated in a City Purchase Order shall not apply. CONTRACTOR shall not perform work under this Agreement without a City Purchase Order specifically for this purpose. CONTRACTOR shall not perform work which is out of scope, nor exceed any not to exceed amounts expressed on the Purchase Order. Note that the City's Fiscal Year ends on September 30th of each calendar year. The City cannot authorize work beyond September 30th of each calendar year, prior to the annual budget being approved by the City Commission. Additionally, the City must have budgeted appropriate funds for this work in any subsequent Fiscal Year. If the budget is approved for said work, the City will issue a new Purchase Order each Fiscal Year, for required and approved work.

VII. MAXIMUM COSTS: The CONTRACTOR expressly acknowledges and agrees that the total cost to complete all work shall be set forth in the PO and no additional costs shall be authorized without prior written approval from the City Commission or City Manager as required by the City's procurement ordinance.

VIII. INVOICE: The CONTRACTOR shall submit an invoice to the Project Manager for approval prior to receiving compensation, which fees and costs shall be in accordance with the unit fees submitted by the CONTRACTOR in its response to the RFQ and as set forth in its bid response. The CONTRACTOR shall be paid within thirty (30) days receipt of an approved invoice for work.

IX. AUDIT BY CITY: The CONTRACTOR shall permit the CITY, or any authorized representatives of the CITY, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to per performed under this Agreement.

X. COPIES OF DATA/DOCUMENTS: Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the CITY. Data collected, stored, and/or provided shall be in a form acceptable to the CITY and agreed upon by the CITY.

XI. OWNERSHIP: Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

XII. WRITTEN AUTHORIZATION REQUIRED: The CONTRACTOR shall not make changes in the Scope of Work or perform any additional work or provide any additional material under this Agreement without first obtaining written authorization from the CITY

for such additional work or materials. Additional labor or materials provided without written authorization shall be done at the CONTRACTOR's sole risk and without payment from the CITY.

XIII. DEFAULTS, TERMINATION OF AGREEMENT

13.1 If the Project Manager deems that the CONTRACTOR is in default for failure to supply an adequate working force or has failed in any other respect to satisfactorily perform the work specified in this Agreement; or, is in material breach of a term or condition of this Agreement, the Project Manager may give written notice to the CONTRACTOR specifying defaults to be remedied within five (5) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONTRACTOR does not remedy defaults within five (5) days or commence good faith steps to remedy the default to the reasonable satisfaction of the Project Manager, the CITY may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such work; and/or, the CITY may withhold any money due or which may become due to the CONTRACTOR for such expense and/or work related to the claimed default. Alternatively, or in addition to the foregoing, if after five (5) days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the Project Manager, the CITY may elect to terminate this Agreement.

13.2 Notwithstanding paragraph 13.1, the CITY reserves the right and may elect to terminate this Agreement at any time. At such time, the CONTRACTOR would be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph 13.2.

XIV. INSURANCE & BOND

14.1 The CONTRACTOR shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein. The CONTRACTOR shall not commence work until the required insurance is in force and evidence of insurance acceptable to the CITY has been provided to, and approved by, the CITY. An appropriate Certification of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, the CONTRACTOR shall provide the CITY with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

14.1.1 Workers' Compensation/Employer's Liability Insurance

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	$1,000,000	Each Accident
	$1,000,000	Disease – Policy Limit
	$1,000,000	Disease – Each Employee

14.1.2 General Liability Insurance

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. The CITY shall be included as an "Additional Insured" on a form no more restrictive that ISO Form CG 20 10 (Additional Insured – Owners, Lessees, or Contractors). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

$2,000,000 General Aggregate

$1,000,000 Products/Completed Operations Aggregate

$1,000,000 Personal and Advertising Injury

$1,000,000 Each Occurrence

14.1.3 Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work, the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$1,000,000 Each Occurrence – Bodily Injury and Property Damaged Combined

14.2 The insurance provided by the CONTRACTOR shall apply on a primary basis. Any insurance, or self-insurance, maintained by the City Commission shall be excess

of, and shall not contribute with, the insurance provided by the CONTRACTOR. Except as otherwise specified, no deductible or self-insured retention is permitted.

14.3 Compliance with these insurance requirements shall not limit the liability of the CONTRACTOR. Any remedy provided to the CITY by the insurance provided by the CITY shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the CONTRACTOR) available to the CITY under this Agreement or otherwise.

14.4 Neither approval nor failure to disapprove insurance furnished by the CONTRACTOR shall relieve the CONTRACTOR from responsibility to provide insurance as required by this Agreement.

14.5 The CONTRACTOR's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the CITY may use the services of another contractor without the CITY incurring any liability to the CONTRACTOR.

14.6 At its sole discretion, the CITY may obtain or renew the CONTRACTOR's insurance, and the CITY may pay all or part of the premiums. Upon demand, the CONTRACTOR shall repay the CITY all monies paid to obtain or renew the insurance. The CITY may offset the cost of the premium against any monies due the CONTRACTOR from the CITY.

14.7 CONTRACTOR shall be required to post a performance and payment bond for any contract or PO awarded that exceeds $50,000.00 or any combination of contracts or PO's awarded that exceeds $100,000.00.

XV. WAIVER OF BREACH: The waiver of either parts of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

XVI. INDEMNITY:

16.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suite, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses) to the extent arising out of or alleged to have arisen out of the acts or neglect of its agents,

employees, subcontractors or by anyone the CONTRACTOR directly or indirectly employed.

16.2 The CONTRACTOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

16.3 The CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

XVII. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

17.1 This Agreement consists of the terms and conditions provided herein; by reference, the RFQ, (including all drawings and specifications attached thereto or referenced therein); the Contractor's response to the RFQ, the CONTRACTOR's responsive bid and the P.O. issued. To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail with the RFQ (including all drawings and specifications attached thereto or referenced therein) next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

17.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

XVIII. ASSIGNMENT

18.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the CONTRACTOR and not for the benefit or any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the CITY's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

18.2 In the event the CITY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

XIX. SUCCESSORS AND ASSIGNS: Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

XX. WAIVER OF TRAIL BY JURY: TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

XXI. GOVERNING LAW AND REMEDIES:

21.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

21.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

XXII. TIME IS OF THE ESSENCE AND DAMAGES:

22.1 Time is of the essence in the completion of tasks and services as specified herein.

22.2 In addition, the CITY may recover from the CONTRACTOR any amounts paid by the CITY for damages suffered to third parties as a result of the CONTRACTOR's failure to complete the tasks and services as required in this Agreement.

XXIII. NOTICES: All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the CITY or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the CITY shall be given to the CITY address as follows:

Michael Bornstein, City Manager
City of Lake Worth
7 North Dixie Hwy
Lake Worth, Florida 33460

All notices, demands or requests from the CITY to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

Cross Construction Services, Inc.
25221 Wesley Chapel Blvd
Lutz, FL 33559

XXIV. SEVERABILITY: Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

XXV. DELAYS AND FORCES OF NATURE:

25.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Such causes include those provided for in section 26.1. Upon the CONTRACTOR's request, the CITY shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the CITY in its sole discretion, the time of completion shall be extended for any reasonable time that the CITY, in its sole discretion, may decide; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than seven (7) days before a claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged

monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

25.2 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

XXV. COUNTERPARTS: This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive fully executed originals of this Agreement.

XXVI. LIMITATIONS OF LIABILITY: Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

XXVII. PUBLIC ENTITY CRIMES: CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statues, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. CONTRACTOR will advise the CITY immediately if it becomes aware of any violation of this statute.

XXVIII PREPARATION: This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

XXVIX PALM BEACH COUNTY IG: In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

XXX PUBLIC RECORDS: CONTRACTOR shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, Contractor agrees to:

a) Keep and maintain all records that ordinarily and necessarily would be required by the City.

b) Provide the public with access to public records on the same terms and conditions that the City would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat. or as otherwise provided by law.

c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.

d) Meet all requirements for retaining public records and transfer, at no cost, to the City all records in possession of the CONTRACTOR at the termination of the contract and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. All records shall be transferred to the City prior to final payment being made to the CONTRACTOR.

e) If CONTRACTOR does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

XXXI ENFORCEMENT COSTS: All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement on the day and year first above written.

CITY OF LAKE WORTH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST

_____
Pamela J. Lopez, City Clerk

Reviewed and Approved for Execution:

_____
Michael Bornstein, City Manager

Approved as to form and legal sufficiency:

_____ FOR
Glen J. Torcivia, City Attorney

CONTRACTOR: **CROSS CONSTRUCTION SERVICES, INC.**

By: _____

[Corporate Seal]

Print Name: ETHAN TYLER LILLIBRIDGE

Title: SENIOR VICE PRESIDENT

STATE OF FLORIDA)
COUNTY OF Pasco)

The foregoing instrument was acknowledged before me this 10th day of March, 2014 by Ethan T. Lillibridge, as V. President (title), of **Cross Construction Services, Inc.**, a Florida corporation, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

_____
Print Name: Wendy Bruenings
My commission expires: _____

WENDY BRUENINGSEN
Commission # EE 018515
Expires September 14, 2014
Bonded Thru Troy Fain Insurance 800-385-7019

CONTRACTOR AGREEMENT
(Demolition)

THIS AGREEMENT is made this _____day of _____, 2014 between the **City of Lake Worth**, Florida, a municipal corporation, herein referred to as the "CITY", with its principle office located at 7 North Dixie Highway, Lake Worth, Florida 33460, and **Wells Brothers Construction, Inc.,** a Florida corporation, with its office located at 9600 SW Citrus Blvd, Palm City, FL 34990, hereinafter referred to as the "CONTRACTOR".

RECITALS

WHEREAS, the CITY is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida;

WHEREAS, the CITY issued Request for Qualifications 12-13-303 (the "RFQ" hereafter) for the procurement of all goods and services needed to complete demolitions within the City (hereinafter each demolition shall be referred to as the "project");

WHEREAS, CONTRACTOR replied to the RFQ and was pre-qualified and shall be allowed to submit a bid to perform the work as set forth by the bid;

WHEREAS, the CONTRACTOR further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner;

WHEREAS, the CITY finds that pre-qualifying the CONTRACTOR as described herein serves a valid public purpose.

NOW THEREFORE, the CITY hereby engages the services of the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

I. Term: The term of this Agreement and time for completion of the project shall be as set forth in the Invitation for Bid (IFB) request or Purchase Order (PO). In addition to other completion requirements, completion of the project means that the demolition has been completed. The CITY, however, may terminate this Agreement subject to the provisions of Section XIII of this Agreement.

II. Scope of Work:

2.1 The scope of work is provided in the RFQ, IFB or (PO), per project, and the attachments thereto. **Work shall commence upon the issuance of a City purchase order and issuance of the permit(s) for the work.**

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and procedures recognized in the CONTRACTOR's trade in general and that the CONTRACTOR's work shall conform to the highest standards and in accordance with this Agreement.

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13.2 Notwithstanding paragraph 13.1, the CITY reserves the right and may elect to terminate this Agreement at any time. At such time, the CONTRACTOR would be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph 13.2.

XIV. INSURANCE & BOND

14.1 The CONTRACTOR shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein. The CONTRACTOR shall not commence work until the required insurance is in force and evidence of insurance acceptable to the CITY has been provided to, and approved by, the CITY. An appropriate Certification of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, the CONTRACTOR shall provide the CITY with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

14.1.1 Workers' Compensation/Employer's Liability Insurance

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	$1,000,000	Each Accident
	$1,000,000	Disease – Policy Limit
	$1,000,000	Disease – Each Employee

14.1.2 General Liability Insurance

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. The CITY shall be included as an "Additional Insured" on a form no more restrictive that ISO Form CG 20 10 (Additional Insured – Owners, Lessees, or Contractors). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

$2,000,000 General Aggregate

$1,000,000 Products/Completed Operations Aggregate

$1,000,000 Personal and Advertising Injury

$1,000,000 Each Occurrence

14.1.3 Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work, the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$1,000,000 Each Occurrence – Bodily Injury and Property Damaged Combined

14.2 The insurance provided by the CONTRACTOR shall apply on a primary basis. Any insurance, or self-insurance, maintained by the City Commission shall be excess

of, and shall not contribute with, the insurance provided by the CONTRACTOR. Except as otherwise specified, no deductible or self-insured retention is permitted.

14.3 Compliance with these insurance requirements shall not limit the liability of the CONTRACTOR. Any remedy provided to the CITY by the insurance provided by the CITY shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the CONTRACTOR) available to the CITY under this Agreement or otherwise.

14.4 Neither approval nor failure to disapprove insurance furnished by the CONTRACTOR shall relieve the CONTRACTOR from responsibility to provide insurance as required by this Agreement.

14.5 The CONTRACTOR's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the CITY may use the services of another contractor without the CITY incurring any liability to the CONTRACTOR.

14.6 At its sole discretion, the CITY may obtain or renew the CONTRACTOR's insurance, and the CITY may pay all or part of the premiums. Upon demand, the CONTRACTOR shall repay the CITY all monies paid to obtain or renew the insurance. The CITY may offset the cost of the premium against any monies due the CONTRACTOR from the CITY.

14.7 CONTRACTOR shall be required to post a performance and payment bond for any contract or PO awarded that exceeds $50,000.00 or any combination of contracts or PO's awarded that exceeds $100,000.00.

XV. WAIVER OF BREACH: The waiver of either parts of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

XVI. INDEMNITY:

16.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suite, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses) to the extent arising out of or alleged to have arisen out of the acts or neglect of its agents,

employees, subcontractors or by anyone the CONTRACTOR directly or indirectly employed.

16.2 The CONTRACTOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

16.3 The CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

XVII. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

17.1 This Agreement consists of the terms and conditions provided herein; by reference, the RFQ, (including all drawings and specifications attached thereto or referenced therein); the Contractor's response to the RFQ, the CONTRACTOR's responsive bid and the P.O. issued. To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail with the RFQ (including all drawings and specifications attached thereto or referenced therein) next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

17.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

XVIII. ASSIGNMENT

18.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the CONTRACTOR and not for the benefit or any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the CITY's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

18.2 In the event the CITY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

XIX. SUCCESSORS AND ASSIGNS: Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

XX. WAIVER OF TRAIL BY JURY: TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

XXI. GOVERNING LAW AND REMEDIES:

21.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

21.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

XXII. TIME IS OF THE ESSENCE AND DAMAGES:

22.1 Time is of the essence in the completion of tasks and services as specified herein.

22.2 In addition, the CITY may recover from the CONTRACTOR any amounts paid by the CITY for damages suffered to third parties as a result of the CONTRACTOR's failure to complete the tasks and services as required in this Agreement.

XXIII. NOTICES: All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the CITY or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the CITY shall be given to the CITY address as follows:

Michael Bornstein, City Manager
City of Lake Worth
7 North Dixie Hwy
Lake Worth, Florida 33460

All notices, demands or requests from the CITY to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

Wells Brothers Construction, Inc.
9600 SW Citrus Blvd
Palm City, FL 34990

XXIV. SEVERABILITY: Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

XXV. DELAYS AND FORCES OF NATURE:

25.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Such causes include those provided for in section 26.1. Upon the CONTRACTOR's request, the CITY shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the CITY in its sole discretion, the time of completion shall be extended for any reasonable time that the CITY, in its sole discretion, may decide; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than seven (7) days before a claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged

monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

25.2 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

XXV. COUNTERPARTS: This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive fully executed originals of this Agreement.

XXVI. LIMITATIONS OF LIABILITY: Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

XXVII. PUBLIC ENTITY CRIMES: CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statues, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. CONTRACTOR will advise the CITY immediately if it becomes aware of any violation of this statute.

XXVIII PREPARATION: This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

XXVIX PALM BEACH COUNTY IG: In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

XXX PUBLIC RECORDS: CONTRACTOR shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, Contractor agrees to:

a) Keep and maintain all records that ordinarily and necessarily would be required by the City.

b) Provide the public with access to public records on the same terms and conditions that the City would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat. or as otherwise provided by law.

c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.

d) Meet all requirements for retaining public records and transfer, at no cost, to the City all records in possession of the CONTRACTOR at the termination of the contract and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. All records shall be transferred to the City prior to final payment being made to the CONTRACTOR.

e) If CONTRACTOR does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

XXXI ENFORCEMENT COSTS: All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement on the day and year first above written.

CITY OF LAKE WORTH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST

_____
Pamela J. Lopez, City Clerk

Reviewed and Approved for Execution:

_____
Michael Bornstein, City Manager

Approved as to form and legal sufficiency:

CJA/AL FOR
_____
Glen J. Torcivia, City Attorney

CONTRACTOR: **WELLS BROTHERS CONTSTRUCTION, INC.**

By: _____

[Corporate Seal]

Print Name: Michael D Wells

Title: V.P.

STATE OF FLORIDA)
COUNTY OF Martin)

The foregoing instrument was acknowledged before me this ~~34~~ 11th day of March, 2014 by Michael David Wells, as V.P. (title), of **Wells Brothers Contstruction, Inc.**, a Florida corporation, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

_____

Print Name: Rob Mollet

My commission expires: 6/3/16

ROBERT MOLLET
MY COMMISSION # EE 204123
EXPIRES: June 3, 2016
Bonded Thru Budget Notary Services

CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600· Fax: 561-586-1750

AGENDA DATE: March 18, 2014, Regular Meeting **DEPARTMENT:** City Attorney

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EXECUTIVE BRIEF

TITLE:
Revised lease with the Community Redevelopment Agency (CRA) for Shuffleboard Court Facility

SUMMARY:
The Revised Lease contains minor amendments to be consistent with a sublease to the Armory Art Center.

BACKGROUND AND JUSTIFICATION:
On October 15, 2013, the City and the CRA entered a lease for the CRA to renovate and utilize the City's Shuffleboard Courts Facility as a new Community Cultural Facility for the promotion of culture and arts in the City. The proposed revised lease acknowledges the CRA's sublease to the Armory Art Center and amends the term of the lease to commence no later than May 1, 2014 (for one full year with the option to renew). The revised lease also contains some minor amendments to make it consistent with the sublease to the Armory.

The City owns the Shuffleboard Courts Facility located at 1121 Lucerne Avenue, Lake Worth, Florida, 33460. The City leased the Facility to the CRA on October 15, 2013. Shortly thereafter, the CRA issued a request for proposals to sublease the Facility to entities that would provide and promote cultural and art-based events/classes at the Facility. The CRA reviewed the two proposals it received and awarded the sublease to the Armory Art Center. The Armory will provide (at a minimum) the following services at the Facility:

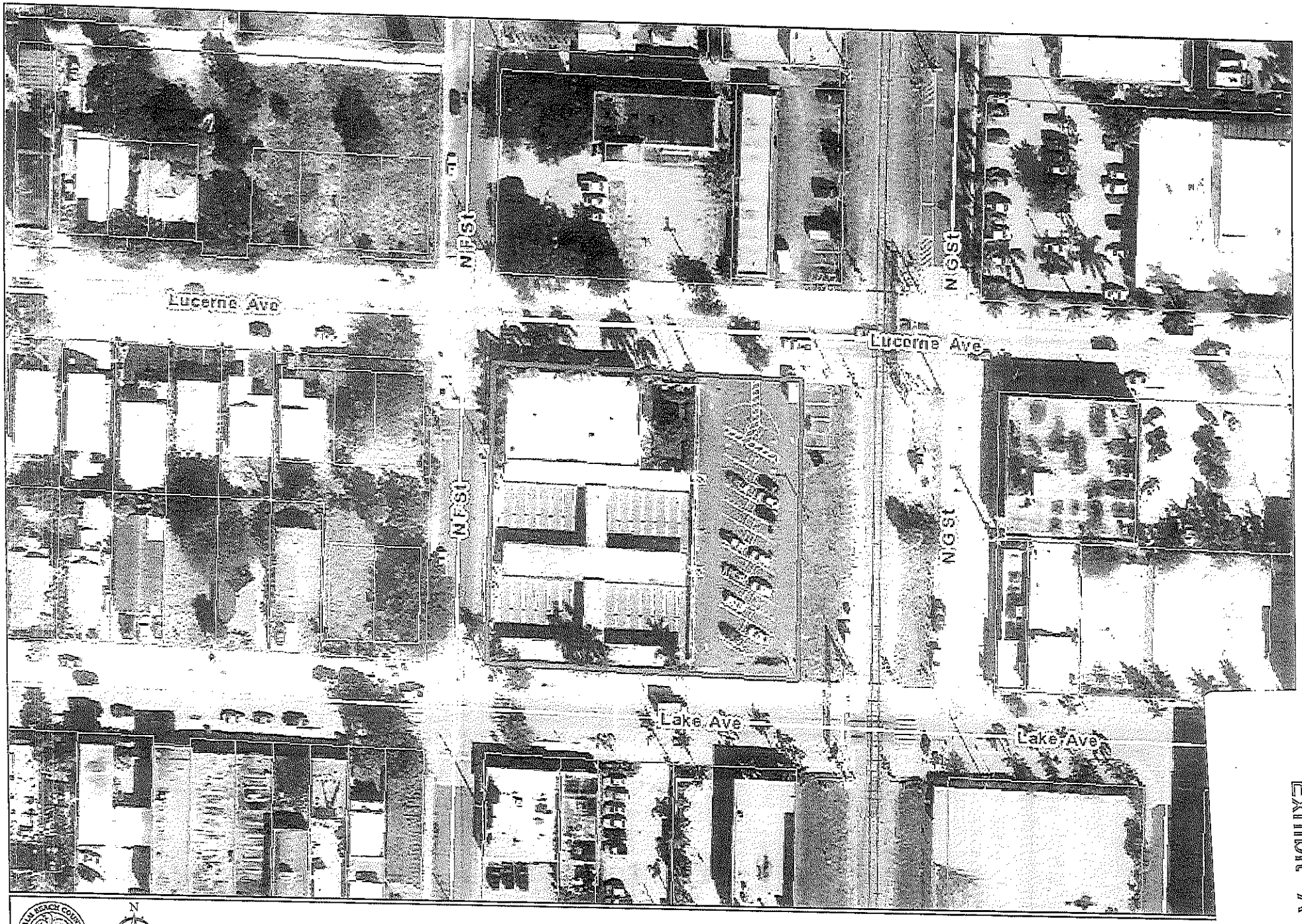
a. A minimum of 20 operating hours per week.
b. Minimum operating hours must include 5 hours on weekends (Saturday only).
c. Minimum operating hours must include at least 3 evenings per week, having a duration of at least 1 hour each.

City staff has met with the Armory and reviewed the approved sublease between the CRA and the Armory. The existing lease with the CRA needs to be revised to be consistent with the sublease. The revisions include extending the term to commence no later than May 1, 2014 (for one full year with the option to renew); identifying areas of the Facility which City staff (Recreation) will continue to use; and, clarify the parties' responsibility for utilities, maintenance and repairs.

City staff recommends revising the City's lease with the CRA in order to amend the term of the Lease and make other minor revisions and acknowledge the sublease between the CRA and the Armory.

MOTION:
I move to approve/not approve the revised lease with the CRA and acknowledge the sublease with the Armory Art Center.

ATTACHMENT(S):
Fiscal Impact Analysis – not applicable
Approved sublease between CRA and Armory
Proposals to CRA
Proposed revised lease between City and CRA (to be distributed prior to the meeting)



PALM BEACH COUNTY PROPERTY APPRAISER

N W E S

created by: PBC Property Appraiser

38434421155150010

1:1,128

0 0.0075 0.015 0

0 0.0125 0.025

Exhibit "A"

Gary R. Nikolits, CFA
Property Appraiser
Palm Beach County

Property Appraiser's Public Access PAPA

Owner Name: LAKE WORTH CITY OF
Parcel Control Number: 38-43-44-21-15-515-0010
Location Address: 1121 LUCERNE AVE

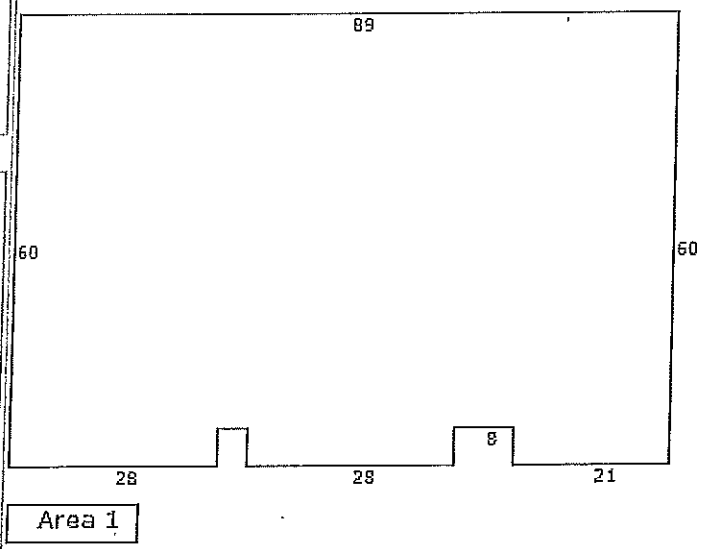
Structural Element for Building 1

1. YEAR BUILT 1964
2. CLUBHOUSE/RECREATION BLDG 5280

Subarea and Sq. Footage for Building 1

No.	Code Description	Sq. Footage
1.	CLUBHOUSE/RECREATION BLDG	5280
	Total Square Footage :	5280

Sketch for Building 1



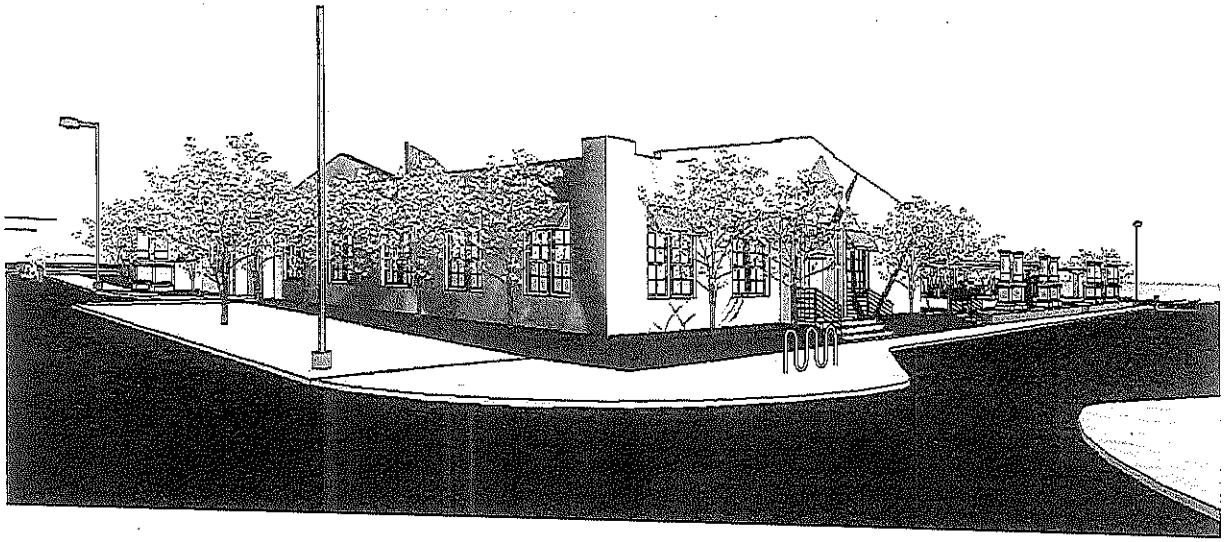
Extra Feature

Description	Year Built	Units
PAVING- ASPHALT	1964	8360
WALKWAY-CONCRETE	1964	390
SHELTER PICNIC	1964	9978
SHUFFLEBOARD COURT	1965	312
WALL	1964	1080
PAVING- ASPHALT	1964	17400

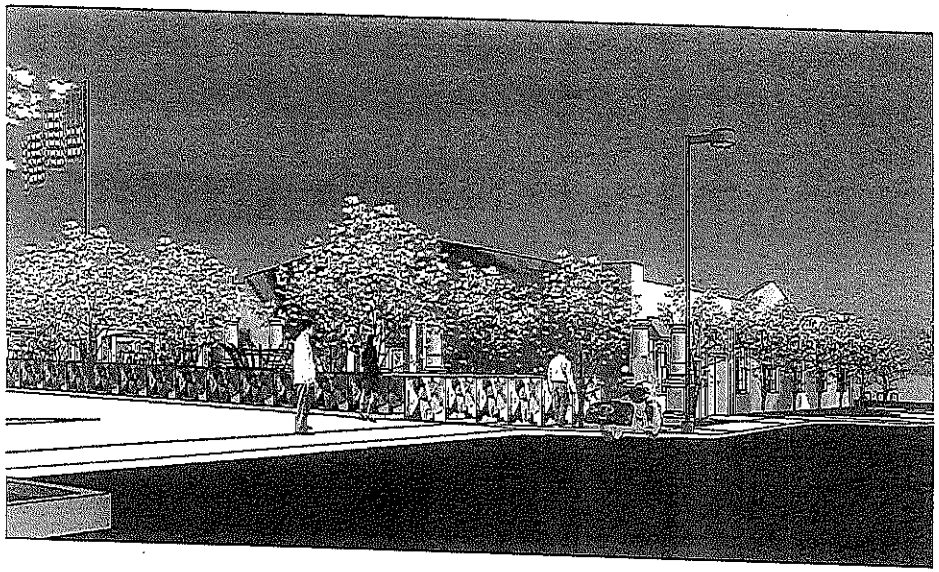
Unit may represent the perimeter, square footage, linear footage, total number or other measurement of the feature depending on the feature described.

Land Details

Land Line #	Description	Zoning	Sq. Footage	Acres
1.	MUNICIPALLY OWNED		42000	0.9642



3D STREET VIEW - NORTHWEST CORNER - VIEW 58



3D STREET VIEW NORTHEAST CORNER - VIEW 110

ARCHITECTURE GREEN ~ LLC.

Architecture | Planning | Interior Design
4400 | Northcorp Parkway
Palm Beach Gardens Florida
33410 | 561-399-2109
FL License: AA 26002116 | IB 2601272
msb@ArchitectureGreenLLC.com

SEAL:

MARK S. BEATTY AIA, LEED A.P. | AR 92184

City of Lake Worth
Florida

City of Lake Worth
Public Arts Display

SHEET TITLE:

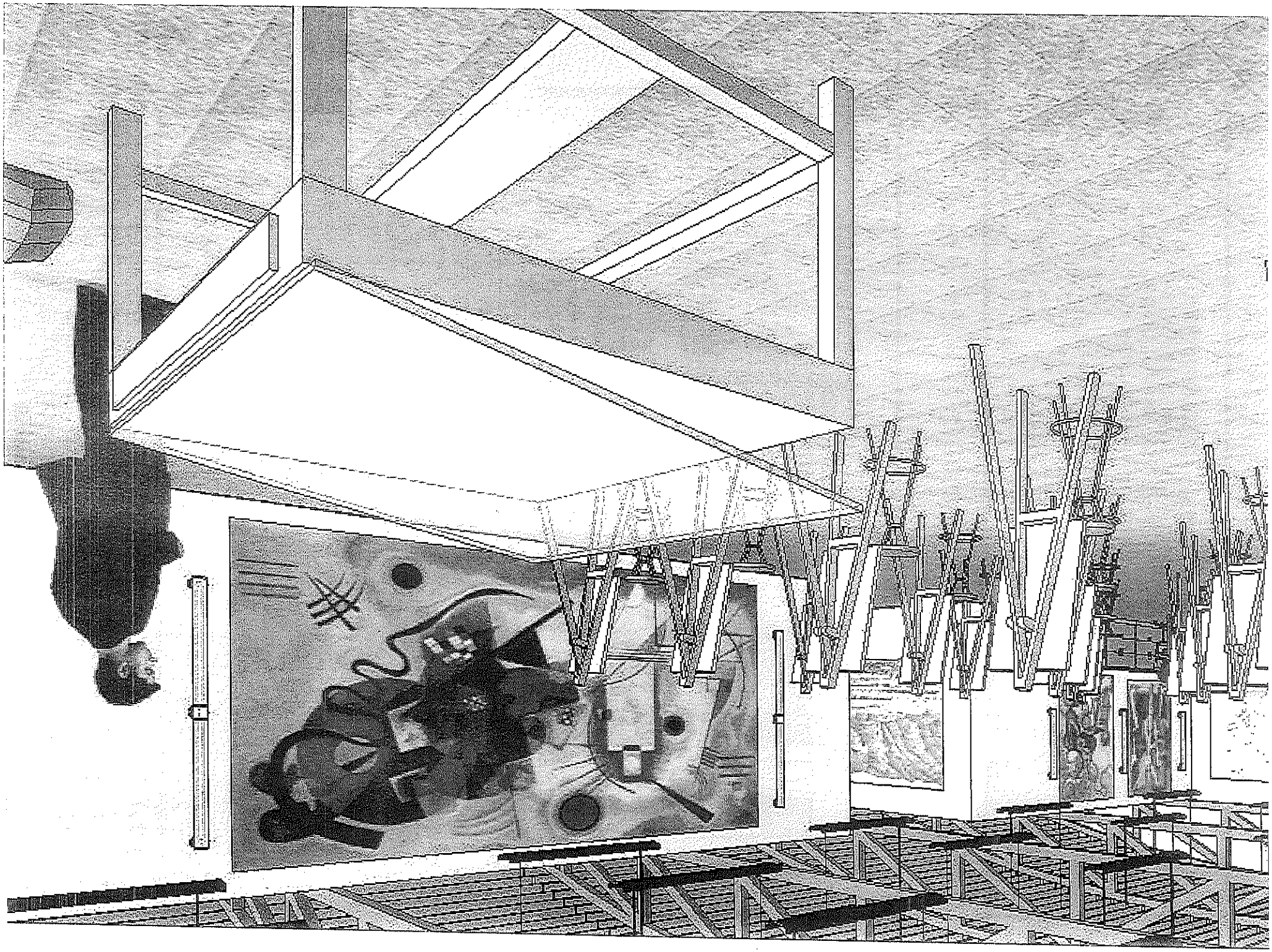
3D STREET VIEW NE - NW

No.	Description	Date

Project number	2013-02
Date	03/20/13
Designed by	MSB
Drawn by	MSB
Checked by	MSB

A114

Scale



REQUEST FOR PROPOSALS

RFP # 01-1314

FOR SUBLEASE OF TENANT SPACE

THE NEW LAKE WORTH ARTS CENTER, LOCATED AT

1121 LUCERNE AVENUE

AN OPPORTUNITY FOR NON-PROFIT ARTS

& CULTURAL BASED ORGANIZATIONS

LAKEWORTHARTS.COM

RELEASE DATE: NOVEMBER 11, 2013
SUBMISSION DEADLINE: DECEMBER 13, 2013

THE LAKE WORTH COMMUNITY REDEVELOPMENT AGENCY
29 SOUTH "J" STREET
LAKE WORTH, FL 33460
WWW.LAKEWORTHCRA.ORG AND WWW.LAKEWORTHARTS.COM

Exhibit "B"

LAKE WORTH ARTS CENTER

The Lake Worth Community Redevelopment Agency began the LULA, Lake Worth Arts Program in 2008 with the goal of revitalizing the downtown area of the CRA district by infusing arts with other economic development efforts. The goal of the program includes the establishment of a cultural district to support local talent while promoting the City as a destination for the art-related businesses, art and cultural centers and educational arts-related institutions. Private investment will be attracted to the district as artistic and cultural enterprises and events that promote the revitalization of the initiative area are developed. The enactment of such a program is supported by the CRA Redevelopment Plan which includes the goals of developing housing opportunities, expansion of the economic base and the improvement of the investment image of the City.

The Lake Worth CRA is seeking a non-profit arts or cultural based organization to sublease space at the Shuffleboard Courts Building located at 1121 Lucerne Avenue. Overall management should be provided by the organization submitting a proposal while administration for the building will be provided by the CRA. The length of the sublease will be one year, with an option to lease for an additional year. The CRA is seeking one responder for varying activities both day and night to provide the public with multiple options for arts and cultural education and enhancement. Organizations with multiple programs may submit singularly or may make accommodations for other groups to use the space as they deem appropriate.

In judging the proposals, the CRA will take into consideration the mission of the arts-related organization, the organizations experience in programming and the financial and organizational stability of the organization. Because the goal of LULA is to promote the City and redevelopment efforts, other criteria will be used including, but not limited to:

- The ability of the organization to promote Lake Worth as an artistic community
- The creation of jobs, mentoring and educational opportunities for the local community, including youth
- The promotion of cultural tourism by working closely with other groups
- The ability to work collaboratively with Arts Lofts residents, downtown merchants and other arts and cultural related agencies
- The ability to strengthen Lake Worth's position as an arts and entertainment destination

The CRA reserves the right to choose one or multiple organizations to occupy the facilities and will consider each organization's proposed schedule and needs. Groups chosen to sub-lease the space must be flexible and ready to negotiate a lease in the short-term.

Proposers should submit one original, eight (8) copies and one digital copy, sealed and marked, "LULA Lake Worth Arts, proposal for Arts Center." These packets are to be delivered to the CRA at 29 South "J" Street, Lake Worth by 3pm on December 13, 2013.

Time is of the essence and any proposal received after **3:00 p.m. on December 13, 2013,** whether by mail or otherwise will not be considered. Proposals shall be placed in a sealed envelope, marked in the lower

left-hand corner with the RFP number, title, and date and hour proposals are scheduled to be received. Proposers are responsible for insuring that their proposal is delivered and stamped by CRA Office personnel by the deadline indicated. The CRA reserves the right in its sole discretion to reject any or all proposals and/or to waive all nonmaterial irregularities on any and all proposals. All costs and expenses, including reasonable attorney's fees, incurred by any firm in preparing and responding to this RFP are the sole responsibility of the responding firm including without limitation any and all costs and fees related to a protest. All submitted materials become the property of the Lake Worth CRA.

Interested parties may obtain a copy of the RFP by contacting the CRA at 561.493.2550 or from the CRA's website at www.lakeworthcra.org and www.lakewortharts.com

All proposals must be delivered or mailed to:

Lake Worth Community Redevelopment Agency
29 South "J" Street
Lake Worth, FL 33460
Attn: Chris Dabros
cdabros@lakeworth.org

ENVELOPE MUST BE IDENTIFIED AS RFP #01-1314

The documents included or incorporated in this RFP constitute the complete set of instructions, scope of work, specification requirements and forms. It is the responsibility of the Proposer to insure that all pages are included. Therefore, all Proposers are advised to closely examine this RFP.

All proposals must be typed or written in ink, and must be signed in ink by an officer having authority to bind the company. Signatures are required where indicated; failure to do so shall be cause for rejection of proposal.

Changes and Interpretations

Changes to this RFP will be made by written addenda. A written addendum is the only official method whereby interpretation, clarification or additional information can be given. All addenda will be posted on the CRA's website - www.lakeworthcra.org. It is the sole responsibility of each Proposer to check the CRA's website for posted addenda. The CRA will not mail or fax any addenda to a Proposer.

All questions regarding this RFP should be submitted in writing via mail or e-mail and must be received by the CRA no later than ten (10) calendar days prior to the due date for proposals:

CRA Office
Chris Dabros, Project Manager
29 South "J" Street
Lake Worth, FL 33460
cdabros@LakeWorth.org

All questions will be answered via addenda. If a question is not answered, the Proposer should assume all relevant information is contained within this RFP. The CRA will strive to issue all addenda at least three (3) business days before the proposal due date; however, the CRA reserves the right to issue any addenda at any time.

Property of the CRA

All materials submitted in response to this RFP become the property of the CRA. The CRA has the right to use any or all ideas presented in any response to this RFP, whether amended or not, and selection or rejection of a proposal(s) does not affect this right. No variances to this provision shall be accepted.

RFP Timetable

The anticipated schedule for this RFP and contract approval is as follows:

▪ Proposal Response Due	December 13, 2013 at 3:00 PM
▪ Short List Announcement	December 30, 2013
▪ Proposal Selection by Committee	January 16, 2014
▪ Proposal Approved by CRA Board	January 28, 2014

The CRA reserves the right to amend the anticipated schedule as it deems necessary.

Cone of Silence

In accordance with the Palm Beach County Lobbyist Registration Ordinance and the City of Lake Worth's procurement code, the City's procurement cone of silence will be in effect as of the due date for proposers in response to this RFP. A complete copy of the City's procurement code is available on-line and at municode.com under the City's code of ordinances (Sections 2-111-2-117). All proposers are highly encouraged to review the ordinance. In summary, the code of silence prohibits communication between certain City/CRA official's employees and agents and any entity or person seeking to be awarded a contract. The cone of silence terminates at the time of award, rejection of all responses or some other action by the City/CRA to end the selection process.

Ethics Requirement

This RFP is subject to the State of Florida Code of Ethics and the Palm Beach County Code of Ethics. Accordingly, there are prohibitions and limitations on the employment of City officials and employees and contractual relationships providing a benefit to the same. Proposers are highly encouraged to review both the Florida Code of Ethics and the Palm Beach County Code of Ethics in order to insure compliance with the same.

Disclosure and Disclaimer

The information contained herein is provided solely for the convenience of Proposers. It is the responsibility of a Proposer to assure itself that information contained herein is accurate and complete. Neither the CRA, nor its advisors provide any assurances as to the accuracy of any information in this RFP. Any reliance on the contents of this RFP, or on any communications with CRA representatives or advisors, shall be at each Proposer's own risk. Proposers should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The RFP is being provided by the CRA without any warranty or representation, express or implied, as to its content; accuracy or completeness and no Proposer or other party shall have recourse to the CRA if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the CRA that any proposal conforming to these requirements will be selected for consideration, negotiation or approval.

In its sole discretion, the CRA may withdraw this RFP either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the non-material provisions of this RFP. In its sole discretion, the CRA may determine the qualifications and acceptability of any firm or firms submitting proposals in response to this RFP. Following submission of a proposal, the Proposer agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the proposal and/or the Proposer, including the Proposer's affiliates,

officers, directors, shareholders, partners and employees, as requested by the CRA. Any action taken by the CRA in response to proposals made pursuant to this RFP or in making any award or failure or refusal to make any award pursuant to such proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the CRA, or their advisors.

Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this RFP is at the sole risk and responsibility of the party submitting such proposal.

Contract Agreement

The terms and conditions of the resulting contract for the services to be rendered will be negotiated with successful Proposer. If the CRA and the successful Proposer cannot agree on the terms and conditions of the resulting contract, the CRA reserves the right to terminate negotiations with the successful Proposers and move to the next ranked Proposer to commence negotiations. Negotiations may continue in this process until the CRA is able to enter into a contract with a Proposer that best meets the needs of the CRA.

Insurance Requirements

Prior to execution of the resulting contract derived from this RFP, the awarded firm shall obtain and maintain in force at all times during the term of the resulting contract insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the firm has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CRA. Compliance with the foregoing requirements shall not relieve the firm of its liability and obligations under the resulting contract.

A. The firm shall maintain during the term of the contract, standard Professional Liability Insurance in the minimum amount of $1,000,000.00 per occurrence.

B. The firm shall maintain, during the life of the contract, commercial general liability, including public and contractual liability insurance in the amount of $1,000,000.00 per occurrence ($2,000,000.00 aggregate) to protect the firm from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the contract, whether such operations be by the firm or by anyone directly or indirectly employed by or contracting with the firm.

C. The firm shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the firm shall specifically include the Lake Worth CRA and the City of Lake Worth as an "Additional Insured".

Evaluation and Award

The CRA will assemble an Evaluation Committee to evaluate the proposals from Proposers. The Evaluation Committee will convene for a public meeting to evaluate and rank the most advantageous proposals and make a recommendation for contract award to the CRA Board. CRA Staff will notify all submitting Proposers and advertise the Evaluation Committee meeting in the appropriate media as directed by law. The CRA Board is not bound by the recommendation of the Evaluation Committee and the CRA Board may

deviate from the recommendation in determining the best overall responsive proposal which is most advantageous and in the best interest of the CRA District.

Each Proposal will be evaluated individually and in the context of all other proposals. Proposals must be fully responsive to the requirements described in this RFP and to any subsequent requests for clarification or additional information made by the City through written addenda to this RFP. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFP, may be disqualified. The CRA reserves the right to award the contract to the Proposer submitting the best overall responsive proposal which is most advantageous and in the best interest of the CRA District. The CRA shall be the sole judge of the proposals and the resulting contract that is in its best interest and its decision shall be final.

While the CRA allows Proposers to specify any desired variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining the Proposer who is most advantageous to the CRA. **Evaluation Scoring Criteria has been incorporated into the RFP document.**

Representations by Submittal of Proposals

By submitting a proposal, the Proposer warrants, represents and declares that:

A. Person(s) designated as principal(s) of the Proposer are named and that no other person(s) other than those therein mentioned has (have) any interest in the proposal or in the anticipated contract.

B. The proposal is made without connection, coordination or cooperation with any other persons, company, firm or party submitting another proposal, and that the proposal submitted is, in all respects, fair and in good faith without collusion or fraud.

C. The Proposer understands and agrees to all elements of the proposal unless otherwise indicated or negotiated, and that the proposal may become part of any contract entered into between the CRA and the Proposer.

D. By signing and submitting a proposal, Proposer certifies that Proposer and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects.

E. Pursuant to 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted firm list maintained by the State of Florida may not submit a proposal to the CRA/City of Lake Worth for 36 months following the date of being placed on the convicted firm list. Proposer certifies that submittal of its proposal does not violate this statute.

F. Proposer recognizes and agrees that the CRA will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure or submittal of proposal information to third parties.

Protests

Any actual Proposer who is aggrieved in connection with this RFP may protest such procurement. The protest must be filed with the CRA in accordance with the City's procurement code. A complete copy of the City's procurement code is available on-line at municode.com under the City's code of ordinances (sections

2-111 – 2-117). The protest procedures are set forth at section 2-115. There are strict deadlines for filing a protest. Failure to abide by the deadlines will result in a waiver of the protest.

Compliance

All proposals received in accordance with this RFP shall be subject to applicable Florida Statutes governing public records including without limitation Chapter 119, Florida Statutes.

END OF GENERAL INFORMATION

The Program

Arts are an integral part of the fabric of our community. Arts also contribute significantly to economic vitality, quality of life and education for our children. The Lake Worth CRA has the desire to support the arts and help provide the critical link between artists, business and the overall economic health of the City. We also know that supporting the arts requires a strategic approach that encourages cooperation and builds synergy through education and community participation. This approach has been named LULA, Lake Worth Arts. LULA's mission will help facilitate the development of economic recovery. As such, the arts are an essential component of a complete redevelopment strategy that includes residential and commercial development, transportation, infrastructure and education. The strategic plan includes the following components:

- Expand the Arts district boundaries
- Tailor zoning to suit artist-related needs and allow artists live/work space
- Create a strong image through marketing for artists and other district businesses
- Grant writing for the solicitation and procurement of funding which is necessary to the development of the program
- Coordinate arts and cultural events ,programming and annual professional membership fees
- Create tools for implementation which include partnerships and fundraising
- Commit and secure financial incentives and resources
- Establishment of an incentive package to attract artists, arts related businesses and professionals to the targeted area
- First time homeowners lending programs to adapt to the needs of the artist seeking live-work space

Economic Impact:

As LULA moves forward the potential exists to create a range of economic benefits not only for revitalizing the district but also for the City's overall economic growth:

- Reduces the amount of vacant retail space
- Generates property taxes from the artist live work space
- Increases sales tax receipts
- Creates new jobs
- Improves the physical environment
- Strengthens the quality of life in the community

- Serves as a destination and attraction
- Encourages property owners to develop and improve their lands and buildings within the Arts District
- Increases the tax base and acts as a catalyst for further investment

LULA looks to improve the social, economic and cultural conditions of Lake Worth's community through meaningful, quality arts programming. Whether it is after-school programming targeting at-risk youth, public art refurbishing a blighted downtown area, or a music festival bringing together a diverse audience from the community, successful programming utilizes community-driven planning and the power of the arts to create stronger communities. These recommendations offer a multi-layered approach to building a success in the District. The recommendations create a framework for decision making and action to support LULA that is home to galleries, unique retail shops, performance venues, and restaurants.

The CRA is seeking proposals that fit within the strategic plan and will help LULA revitalize the CRA District and the City as a whole.

ABOUT THE BUILDING

The "to be named" Lake Worth Arts Center, aka the Shuffleboard Building, is currently owned by the City of Lake Worth and is located at 1121 Lucerne Avenue, in the heart of the redevelopment area. The area has recently experienced significant development due to the CRA's $23.2M Neighborhood Stabilization Grant from the Department of Housing and Urban Development. Adjacent to the subject building are the brand new Urban Arts Lofts. These 12 live/work lofts were built with NSP funds, are home-owner occupied and sold to artists. Other properties in the area may be built to add to the supply of artist housing or arts-related businesses. The building is just over 5000 sq. ft. and has undergone "hardening" in the past few years including:

*new ADA ramped entrance
*ADA upgrades to restrooms
* improvements to doors, windows and roof

The CRA recently submitted a grant proposal to the State Division of Cultural Affairs for building improvements. If funded, building renovations will not take place until later next year. In the meantime, improvements, such as painting, lighting and signage may be added. Proposers should list or illustrate possible enhancements to the indoor and outdoor space at the facility. There are no immediate plans to renovate or remove any of the outdoor shuffleboard courts, however outdoor space may be used for an arts display area or for another use, with approval from the CRA and its landlord (the City). Proposers may submit renderings or possible activities for the court area.

ABOUT THE SPACE

The facility currently has two multi-purpose rooms, one large (approx. 2000 sq. ft.) and one smaller (approx. 1200 sq. ft.) which may be used for classroom or meeting space, a kitchen, computer room, and restrooms. The main multi-purpose room may be appropriate for studio, exhibition, gallery or classroom space. The second multi-purpose room may be appropriate for the same sorts of activities that require less space. The current ceiling height is 8.5 feet.

The terms of the sub-lease are subordinate to terms of the lease provided to the CRA by the City of Lake Worth. ***A copy of the CRA's lease for the building may be requested by calling the CRA office.***

PROPOSAL REQUIREMENTS:
All applicants must demonstrate a primary commitment to art, culture and/or arts education and strive to enhance the community through their arts-related activities and programs. Applicants must also demonstrate a commitment to the LULA Lake Worth Arts program.

Written text in the proposal must be printed on 8 ½ by 11 paper using 12pt. font. Any submitted renderings can be added as Exhibits.

History of Organization - maximum three (3) pages.

Proposals should include a brief history of the organization, its previous work and Staff resumes or biographies. The proposer must demonstrate how it fits into the LULA program and will assist in achieving the goals of the program.

Intended Use - maximum five (5) pages.

Applicants must provide a detailed description of how the organization intends to support and enhance LULA activities and the goals of the CRA. This information can include but is not limited to what kind of activities will be programmed within the space (include days and times if available), the organizations staffing plans and any fund raising efforts. The applicant should also explain how their organization and activities will support redevelopment efforts within the City and promote the City as a destination for arts and culture. The applicant may also describe the organizations plans on incorporating other individuals and/or groups within their schedule for the building.

Financial Information

Please provide an outline of your organizations financial status, including;

- Two previous years of financial statements (and audits if available)
- Categorical breakdown of revenues and expenses
- A two – five year projected budget for the proposed activity or program

Process for Consideration of Proposals
Selection Criteria and Points

Ability – the proposer demonstrates the ability to successfully operate a cultural venue. – 15 points

Public Benefit – the proposer can demonstrate their ability to provide programs and events on an ongoing basis and will include both day and night events. They must also demonstrate the ability to successfully work closely with the CRA, Lake Worth businesses and other selected finalists. – 15 points

Financial Stability – the proposer can express their ability to meet all financial obligations for the programs being provided at the Center. – 15 points

Growth in Program – the proposed activity will enhance the City's cultural offerings and complement LULA and other local programs. The proposed activity will be an appropriate use of the space available and provide additional programming for the public to enjoy and participate in. – 20 points

Diversity – the proposed activity provides an opportunity for diversity in programs in the District and expands the variety of cultural offerings from and for various ethnicities, nationalities and forms of art. – 15 points

Compatibility – the proposed use is compatible with the mission of both LULA and the CRA and will support and promote the City and its cultural assets throughout the area. – 20 points

Total – 100 points

CRA Staff will be responsible for ensuring all submittals responded to the RFP accordingly and have provided all the necessary information to be considered "responsive." This includes handing the proposal in by the time and date specified earlier in this request. The CRA will establish an evaluation committee to review the proposals and rank them according to the point system explained above. The evaluation committee will then make a formal recommendation to the CRA Board for approval.

PROPOSER INFORMATION PAGE

Company Name: _____

Authorized Signature: _____
Signature Print Name

Title: _____

Physical Address: _____
Street

_____
City State Zip Code

Telephone: _____ Fax: _____

Email Address: _____

Web Site: _____

Federal Identification Number: _____

This is a requirement of every Proposer.

CONFIRMATION OF DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, whenever two or more proposals are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement on behalf of _____, I certify that _____ complies fully with the above requirements.

_____ _____
Authorized Representative's Signature Date

_____ _____
Name: Position:

**** If this form is not returned, the CRA will assume the Proposer has not implemented a drug-free workplace program.**

Armory Art Center Lake Worth CRA Proposal

Exhibit "C"

The Armory Art Center proposes a new partnership with the Lake Worth CRA and LULA. The list of classes and workshops are outlined below. As we understand there may be other on-going activities at the shuffleboard courts, we would work around the schedule already in place. We would eventually like to expand our proposal to include exhibitions of local artists.

As demonstrated in our organizational profile and history, the Armory Art Center is an important cultural resource to Palm Beach County. Not only do we work closely with other cultural and educational institutions, but as we are located in a residential area we have an established relationship with local residents, working to ensure that everyone's needs are met. The Armory strongly encourages the participation of our neighbors in the classes that we offer and the events we produce, giving us the experience to repeat that relationship with the residents of Lake Worth. Indeed, several of the Armory's staff and teachers are themselves residents of Lake Worth.

Evidenced by the class offerings listed below, the Armory can offer a diverse selection of classes to the residents of Lake Worth and the surrounding communities. Our classes in the visual arts cover a variety of media and we are able to offer both adult and youth classes in this setting. As with the courses offered at our main campus, need-based scholarships will be made available to potential students.

By offering these classes, the Armory Art Center is supporting and furthering the mission of LULA through meaningful arts programming. The residents of Lake Worth and surrounding communities will be provided with cultural and educational opportunities, while the town itself will benefit economically from these students and visitors.

Proposed schedule of Armory Art Center workshops and classes:

Art on the Go! Workshops (once a month)

Collage and Color

This workshop will explore the medium of collage as an art form of experimentation, flexibility and personal language. Found objects and images, transparent and textured papers, photo transfer, block printing, paper weaving and other experimental techniques are encouraged. Transparent and opaque color relationships are also discussed as well as the use of abstract and representational imagery. Creativity and experimentation will be encouraged.

Instructor: Leslie Albert
Tuition: $45

Drawing for Beginners

So you think you CAN'T draw? In just 3 hours we'll teach you just enough basic drawing techniques to really get your creative juices flowing. This is a great way to prepare yourself for taking a more intense drawing or painting class in the next session. Basic drawing materials and paper will be provided. Feel free to bring your own as well!

Instructor: Nune Asatryan
Tuition: $45

Armory Art Center Lake Worth CRA Proposal

Intro to Oil Painting

By making a color wheel, you will learn about primary, secondary, and complimentary colors, and how they are applied in a painting.

Instructor: Martha Ann Myers

Tuition: $45

Intro to Watercolor

Students will learn brushwork, color mixing and how to apply paint to the watercolor paper.

Instructor: Martha Ann Myers

Tuition: $45

Eight Week Classes (meet once a week)

Adult

Collage and Color Level: All

Students will explore the medium of collage as an art form of experimentation, flexibility and personal language. Found objects and images, transparent and textured papers, photo transfer, block printing, paper weaving and other experimental techniques are encouraged. Mark making, drawing and original imagery will be incorporated as well. Transparent and opaque color relationships are also discussed as well as the use of abstract and representational imagery. Creativity, experimentation and spontaneity will be encouraged.

Instructor: Leslie Albert

Tuition: $200

Drawing: All Levels

In this class, you will begin to understand the essential importance of drawing in Fine Art and gain the skills and techniques for basic drawing. Join others to enjoy your special time getting new hobby or getting your existing professional technique to the all new level. Drawing starts with the proper pencil use and the right paper choice all the way to introduction to the most advance methods of delivering gallery quality professional drawing. Composition, perspective, design as well as a correct presentation of your artwork will be covered.

Instructor: Nune Asatryan

Tuition: $200

Mixed Media Painting with Acrylic Level: Intermediate | Advanced

This course consists of weekly demonstrations of contemporary acrylic painting techniques with a variety of mediums and other materials currently used by many established and "cutting edge" artists. Emphasis is on individualized instruction, suggestions, and critique for each student. Students are encouraged to embrace spontaneity, risk taking, chance, and new combinations. Short (half hour or less) demonstrations will include: airbrush painting, photocopy transfers, hard edge painting, projection painting, layering, "flow release staining", acrylic paint gels, mediums, and resin coating techniques.

Instructor: Clarence "Skip" Measelle

Tuition: $200

Armory Art Center Lake Worth CRA Proposal

Oil Painting Level: All

Beginning students will be taught a systematic, step-by-step approach in which each class builds on the previous class. Students can expect to learn about color by making color wheel, a color mixing chart, and a gradation value chart, drawing, brushwork, and much more. Intermediate and advanced students may explore subject matter of choice using their own photographs such as landscapes, sharp focus of a single object, room interiors, etc. Application of glazing and veiling is also covered.

Instructor: Martha Ann Myers
Tuition: $200

Painting: All Levels

In this class, you will begin to understand the essential importance of painting in Fine Art and gain the skills and techniques for basic painting. Join others to enjoy getting new hobby or getting your existing professional technique to an all new level. Painting starts with the proper brush and an introduction to advanced methods of delivering gallery quality professional paintings. Composition, perspective, design as well as correct presentation of your artwork will be covered.

Instructor: Nune Asatryan
Tuition: $200

Photography Beyond The Classroom Level: All

Students will learn their camera's functions - basic to advanced - in a non-technical way. Each week we will go on location to a nearby spot, photographing people, places or things. The instructor will guide students in a fun and hands-on way as you practice your new skills. We will view the photographs on the instructor's laptop, and you will receive artistic and technical feedback.

Instructor: Jacek Gancarz
Tuition: $200

Youth

Bak Prep for Visual Arts Level: 4th and 5th graders

Now is the time to begin preparing for the Visual Arts audition for Bak Middle School of the Arts. Spend time practicing for the audition and its four required components. Get a jump start on this challenging process!

Instructor: Anthony or Trina Burks
Tuition: $150

Dreyfoos Prep Class Grades 6-8th

Start preparing for the 2014 Dreyfoos School of the Arts audition. Drawing skills will be polished with an emphasis on drawing from a live (clothed) model and still-life. Learn to incorporate design concepts that will be evaluated during the audition process and build the confidence necessary before the "Big Day". Emphasis will also be placed on the written essay and an artistic vocabulary will be shared and reviewed. Timed practice sessions and real-time audition simulations will be given throughout the course.

Instructor: Talia Cervetti
Tuition: $150

Armory Art Center Lake Worth CRA Proposal

Looking Around Us! Drawing from Observation Grades K - 5th

Students will create drawings and paintings from life. Examples include sketching a bowl of fruit (still life), drawing from a model (figurative) or drawing a street scene (landscape). All from real life observation! Students will also be introduced to significant art history, art criticism and aesthetics. Let's find out how to "see" the hole in the donut!

Instructor: Sandy Lerman
Tuition: $150

Faculty Biographies:

Leslie Albert carries on the tradition of the Bay Area Figurative Painters having studied with Nathan Oliveira and Frank Lobdell while obtaining her BA at Stanford University. She continued her Post-Baccalaureate work at the University of Miami studying with Eugene Massin and Tom Gormley. She is known for her strong emphasis on graphic drawing skills and large scale figurative works. She exhibits her work locally and nationally and is a Professor of Art at Palm Beach State College.

Nune Asatryan has a long career as a fine artist achieving international recognition by exhibiting her work at prestigious galleries, museums and private collections in many countries such an Armenia, USA, Germany, Belgium, Canada, Russia, Iran, Lithuania, Poland. Nune' received her Fine Art Degree from the Academy of Fine Arts of Armenia. Her travels and cultural experiences, while living in various countries, greatly influence her style and techniques. www.artnune.com

Bonnie Bruner's love of art began early, encouraged by her father who was a graphic artist. She continued creating her art through her school years. Her art education began at Miami-Dade State College, where she had the privilege to be professor's assistant to the now famous Duane Hanson. After graduating with an A.A. in Art, she transferred to University of Florida. It was here her love of photography began with her professor Jerry Uelsmann. She completed her BFA at Florida Atlantic University and went on to complete an M.A.A.E.

Anthony Burks This Native Floridian works in a variety forms of media including pen & ink, pastels, watercolor and color pencil. An Art Institute of Fort Lauderdale graduate, Burks has won numerous awards including Best of Show. Burks has also exhibited his work at various venues including the Cornell Museum, Historical Jenkins, the PBC Governor's Club, Ann Norton Sculpture Garden, PBC Cultural Council, and Nubian Art Gallery. Anthony uses his skills to encourage youth to pursue their own creative talents and to help promote the arts statewide. www.anthonyburkscollection.com

Talia Cervetti received her BFA in painting, drawing, and textiles from California College of the Arts. She is a graduate of BAK Middle School and Dreyfoos High School of the Arts. Talia is a working artist, exhibiting her work throughout the bay area and South Florida. www.taliacervetti.com

Jacek Gancarz is a fine art and documentary photographer. After emigrating to U.S., he began photographing at age 12. He attained a B.S. from F.A.U. and worked for Palm Beach Daily News. He participated in documentary workshops at Missouri and W.K. Universities. Gancarz traveled to Cuba several times, realizing a personal project.

Armory Art Center Lake Worth CRA Proposal

Sandy Lerman studied painting at CUNY, Queens College with encouragement and support from visiting artists such as Paul Georges, Paul Ressika, Larry Rivers, and Mary Frank. She is a National Board Certified teacher and has taught visual arts in the PBC School District and Art in the Content Areas at Nova Southeastern University. Her artwork has been exhibited nationally. http://sandylerman.weebly.com

Clarence "Skip" Measelle graduated from FAU with a BFA and M.Ed. in Art. His work is included in the collections of The Smithsonian National Air and Space Museum, Mississippi Museum of Art, FL State House of Representatives, FL State Department of Natural Resources, and the PB International Airport. He has also participated in over 100 exhibitions in galleries nationally. He is an Adjunct Professor of Art at PBSC. www.measelleart.com

Martha Ann Myers received her training at the American Academy of Art, Chicago. She has exhibited nationally and her works are included in many corporate collections. Her extensive experience as an instructor includes both national and international workshops.

December 2, 2013

To the Lake Worth Community Redevelopment Agency,

The Armory Art Center is a community art center whose mission is to provide high-quality visual art school and art gallery services that stimulate personal self-discovery and generate knowledge and self-awareness of art as part of life. We are a 501c(3) non-profit. The Armory seeks to serve all audiences, regardless of economic or social status in Palm Beach County. Over the past twenty-five years the Armory has educated students, recently increasing the student population substantially, and exhibited works of art in more than 400 shows. Visiting Master Artists from all over the United States have taught special classes, while the opportunity to hone their artistic skills has been made available to more than 30 Artists-in-Residence, given the opportunity to create a body of work while teaching.

In the past few years joint projects with other cultural institutions have led to workshops, exhibitions/lectures and even classes which turned into creative businesses for teens.

We provide arts enrichment and hands-on arts activities to special groups on and off campus (see the enclosed detailed sheet). Now in our 25th season, we are reaching out and expanding our program offerings even more.

Some facts and figures about our classes:

- Art on the Go! (AOTG!) is a successful program of one-time three hour workshops. We're running more of these and the number of students who return is between 40% and 60% (depending on the time of year).
- With the addition of AOTG! offerings, we've seen an increase in young adult enrollment thus widening the age-range we serve.
- On site, we offer 270+ classes per session. Average class size is 5.5.
- Enrollment for youth is up year over year (2011=12,946 and 2012=14,683)
- We partner with the PBC School District including tuition discounts for teachers and students as well as exhibition opportunities.
- Our student-base is ethnically diverse and come from across the county, state, and nation.

The Armory Art Center provides learning experiences to the broader community with the award of scholarships to children and adults. At Least $15,000 in scholarships is given out annually on the basis of need. There are individually sponsored programs for current students and at-risk children in the community.

Activities for the community include our annual *Inferno* event which always showcases the making of art and features a foundry pour, in addition to a specialized exhibition for the night. *Art Rock*, a daytime event at the Armory, has brought in more than 50 local artists with work to sell and an audience of over 1,000. Our most recent event, *50 Artists/50 Bucks* has been very popular within the community, as we host a night of creating art with a live auction that follows.

We look forward to your thoughts on this proposal and to working with your organization to further enrich the lives of Lake Worth citizens through the Arts!

Sincerely,

Talya Lerman, Director of Education
Armory Art Center
1700 Parker Avenue, West Palm Beach, FL 33401
www.armoryart.org

THE ARMORY ART CENTER, INC.

REPORT ON AUDIT OF
FINANCIAL STATEMENTS

For The Years Ended
June 30, 2012 and 2011

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Holyfield & Thomas, LLC
Certified Public Accountants & Advisors
125 Butter Street • West Palm Beach, FL 33407
(561) 689-6000 • Fax (561) 689-6001 • www.holyfieldandthomas.com

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
The Armory Art Center, Inc.
West Palm Beach, Florida

We have audited the accompanying statements of financial position of The Armory Art Center, Inc. (a not-for-profit organization under Section 501(c)(3) of the Internal Revenue Code) as of June 30, 2012 and 2011, and the related statements of activities, cash flows, and functional expense for the years then ended. These financial statements are the responsibility of The Armory Art Center, Inc.'s management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of The Armory Art Center, Inc.'s internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Armory Art Center, Inc. as of June 30, 2012 and 2011, and the changes in its net assets and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Holyfield & Thomas, LLC

West Palm Beach, Florida
January 24, 2013

THE ARMORY ART CENTER, INC. — STATEMENTS OF FINANCIAL POSITION

As of June 30, 2012 and 2011

ASSETS	2012	2011
Current assets:		
Cash and cash equivalents - Unrestricted	$ 53,379	$ 122,383
Cash and cash equivalents - Restricted	178,690	38,355
Grants, pledges, and other receivables	60,579	31,733
Prepaid expenses	10,725	12,519
Total current assets	303,373	204,990
Investments - Permanently restricted	623,000	623,000
Pledges receivable - Non current portion	180,000	30,000
Property and equipment, net	3,564,281	3,727,051
Total assets	$ 4,670,654	$ 4,585,041
LIABILITIES AND NET ASSETS		
Current liabilities:		
Accounts payable and accrued liabilities	$ 59,896	$ 70,023
Deferred revenue	88,540	68,353
Current portion of long-term debt	57,556	49,361
Total current liabilities	205,992	187,737
Long-term debt:		
Note and Lease payable, net of current portion	-	48,104
Total long-term debt	-	48,104
Total liabilities	205,992	235,841
Net assets:		
Unrestricted	3,462,972	3,687,845
Temporarily Restricted	378,690	38,355
Permanently Restricted	623,000	623,000
Total net assets	4,464,662	4,349,200
Total liabilities and net assets	$ 4,670,654	$ 4,585,041

See accompanying notes to financial statements.

THE ARMORY ART CENTER, INC.

STATEMENTS OF ACTIVITIES

For The Years Ended June 30, 2012 and 2011

	2012	2011
Unrestricted Net Assets		
Revenues and other support:		
Dues, fees and service revenue	$ 969,109	$ 1,009,843
Contributions and grants	277,311	384,845
Contributions: in-kind donations	507,111	524,237
Investment income	2,160	5,007
Special events and other income	158,671	209,446
Total unrestricted revenues	1,914,362	2,133,378
Net assets released from restriction	31,097	38,308
Total unrestricted revenues and other support	1,945,459	2,171,686
Expenses:		
Program services:		
Art education and gallery exhibitions	1,507,507	1,644,456
Support services:		
General and administrative	384,523	366,955
Fundraising	106,853	108,121
Total program and support services expenses before depreciation	1,998,883	2,119,532
Increase (decrease) in net unrestricted assets before depreciation	(53,424)	52,154
Temporarily Restricted Net Assets		
Contributions - restricted	371,432	20,775
Net assets released from restriction	(31,097)	(38,308)
Increase (decrease) in temporarily restricted assets	340,335	(17,533)
Increase in net assets before depreciation	286,911	34,621
Depreciation	171,449	184,801
Change in net assets	115,462	(150,180)
Net assets, beginning of year	4,349,200	4,499,380
Net assets, end of year	$ 4,464,662	$ 4,349,200

See accompanying notes to financial statements.

THE ARMORY ART CENTER, INC.

STATEMENTS OF CASH FLOWS

For The Years Ended June 30, 2012 and 2011

	2012	2011
Cash flows from operating activities:		
Cash received from dues, fees, and service revenues	$ 989,296	$ 981,953
Cash received from contributions and grants	469,897	344,887
Cash received from investment income	2,160	5,007
Cash received from special events and other income	158,671	209,446
Cash paid to employees and suppliers for goods and services	(1,494,904)	(1,582,240)
Interest expense	(5,201)	(8,047)
Net cash provided by (used in) operating activities	119,919	(48,994)
Cash flows from investing activities:		
Sale of investments	-	623,000
Purchase of investments	-	(623,000)
Capital expenditures	(8,679)	(13,715)
Net cash used in investing activities	(8,679)	(13,715)
Cash flows from financing activities:		
Advances on line of credit	10,000	-
Payments on loan, lease, and line of credit	(49,909)	(46,138)
Net cash used in financing activities	(39,909)	(46,138)
Change in cash and cash equivalents	71,331	(108,847)
Cash and cash equivalents, beginning of year	160,738	269,585
Cash and cash equivalents, end of year	$ 232,069	$ 160,738
Summary of Cash		
Cash and cash equivalents - Unrestricted	$ 53,379	$ 122,383
Cash and cash equivalents - Restricted	178,690	38,355
Total cash and cash equivalents	$ 232,069	$ 160,738

See accompanying notes to financial statements.

THE ARMORY ART CENTER, INC.

STATEMENTS OF CASH FLOWS

For The Years Ended June 30, 2012 and 2011

	2012	2011
Reconciliation of change in net assets to net cash provided by (used in) operating actvities:		
Change in net assets	$ 115,462	$ (150,180)
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:		
Depreciation	171,449	184,801
(Increase) decrease in:		
Grants, pledges, and other receivables	(178,846)	(60,733)
Prepaid expenses	1,794	(918)
(Decrease) increase in:		
Accounts payable and accrued liabilities	(10,127)	5,926
Deferred revenue	20,187	(27,890)
Net cash provided by (used in) operating activities:	$ 119,919	$ (48,994)

See accompanying notes to financial statements.

THE ARMORY ART CENTER, INC.

STATEMENTS OF FUNCTIONAL EXPENSES

For The Years Ended June 30, 2012 and 2011

	Program Services		Support Services: Management and General		Support Services: Fundraising		Totals	
	2012	2011	2012	2011	2012	2011	2012	2011
Salaries and wages	$ 223,241	$ 254,686	$ 222,136	$ 207,862	$ 32,083	$ 29,320	$ 477,460	$ 491,868
Payroll taxes and employee benefits	46,329	50,201	60,140	52,627	6,485	5,684	112,954	108,512
Total salaries and related expenses	269,570	304,887	282,276	260,489	38,568	35,004	590,414	600,380
Art school supplies	44,245	44,387	-	-	-	-	44,245	44,387
Artists compensation	27,870	55,384	-	-	-	-	27,870	55,384
Bank and credit card charges	11,101	12,228	16,771	18,342	-	-	27,952	30,570
Bronze sculpture production costs	12,484	26,136	-	-	-	-	12,484	26,136
Dues and subscriptions	969	1,236	347	395	1,628	1,891	2,944	3,522
Events	-	-	-	-	60,590	64,215	60,590	64,215
Equipment rental	12,848	14,702	2,267	2,594	-	-	15,115	17,296
Equipment repair and maintenance	34,545	39,021	5,228	5,532	-	-	39,773	44,553
In-kind expense:								
Advertising	-	22,950	-	-	-	-	-	22,950
Events - food and beverage	11,874	6,050	-	-	-	-	11,874	6,050
Legal fees	-	-	237	237	-	-	237	237
Rent	467,280	467,280	26,730	26,730	990	990	495,000	495,000
Instructor fees	327,795	324,496	-	-	-	-	327,795	324,496
Insurance	21,862	20,704	1,205	1,184	45	44	22,312	21,932
Interest expense	1,342	2,077	3,860	5,970	-	-	5,202	8,047
Miscellaneous	17,387	20,613	4,559	3,106	843	764	22,789	24,483
Model fees	24,510	22,661	-	-	-	-	24,510	22,661
Occupancy	105,185	109,407	8,104	7,300	151	160	113,440	116,867
Office supplies	2,907	2,671	2,907	2,671	645	593	6,459	5,935
Payroll processing fee	2,453	2,875	2,209	2,203	312	285	4,974	5,363
Postage and shipping	4,819	25,980	3,866	2,950	328	265	9,013	29,195
Printing and publications	85,638	76,164	306	706	961	1,977	86,987	78,847
Professional fees	5,358	25,619	22,381	25,460	1,317	1,498	29,056	52,577
Telephone	10,214	9,343	1,188	1,086	475	435	11,877	10,864
Website	5,971	7,685	-	-	-	-	5,971	7,685
Total program and support services expenses before depreciation	$ 1,507,507	$ 1,644,469	$ 384,523	$ 368,955	$ 108,853	$ 108,121	$ 1,998,883	$ 2,119,532
Depreciation	$ 142,867	$ 151,341	$ 28,582	$ 33,460	$ -	$ -	$ 171,449	$ 184,801

See accompanying notes to financial statements.

1. Organization and Summary of Significant Accounting Policies

Organization

The Armory Art Center, Inc. ("Armory") was incorporated as a Florida not-for-profit corporation on November 21, 1986. The Armory commenced operation on July 1, 1987 as a community arts organization providing continuing education and personal enrichment classes for all ages in the studio arts and related subjects. Exhibitions and programs are also offered to the general public. The Armory's major sources of revenue are tuition, contributions, and grants.

Basis of Presentation

The accompanying financial statements have been prepared on the accrual basis of accounting. Net assets and revenue, gains and losses are classified and reported based on the existence or absence of donor imposed restrictions as follows:

Unrestricted net assets are those currently available for use in the current operation of the Armory under the direction of the Chief Executive Officer and the Board of Directors, and those resources invested in property and equipment.

Temporarily restricted net assets are those stipulated by donors for specific operating purposes or for the acquisition of property and equipment or those not currently available for use until commitments regarding their use have been fulfilled.

Permanently restricted net assets are those which are required by donors to be held in perpetuity or, if sold, then the related proceeds must be reinvested in accordance with the same donor stipulated purpose.

Use of Estimates in the Preparation of Financial Statements

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents are composed of government guaranteed interest-bearing checking, savings, and money market accounts. The Armory considers all highly liquid investments with an original maturity of less than three months when purchased to be cash equivalents. Certain cash amounts are classified as restricted due to donor-designated purposes and, accordingly, cannot be used for the Armory's operations. Unrestricted cash is available to fund the Armory's operations.

1. Organization and Summary of Significant Accounting Policies, *(continued)*

Property and Equipment

The Armory capitalizes all property, furniture and equipment acquisitions in excess of $1,500. Property and equipment are stated at cost, or if donated, fair value at the date of the gift. Donations of property are reported as unrestricted support unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, the Armory reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by donor. The Armory reclassifies temporarily restricted net assets at that time. Depreciation is computed using the straight-line method over the estimated useful lives of the related assets, which is generally five to seven years for furniture and equipment, forty years for building, and twenty years for facility improvements.

Deferred Revenue.

Deferred revenue consists primarily of program fees received in advance for exchange transactions such as tuition for art classes and summer art camp received before classes are given.

Donated Assets and Service

The Armory occasionally receives donations of assets other than cash. Such assets are recorded in the financial statements at their fair value on the date of donation and, if applicable, are depreciated over their estimated useful life on a straight-line basis. The Armory did not receive any fixed asset donations during the years ended June 30, 2012 and 2011. Contributions of donated services that create or enhance non-financial assets or that require specialized skills and would typically need to be purchased if not provided by donation are recorded at their fair values in the period received. During the years ended June 30, 2012 and 2011, the Armory received respectively $237 and $237 in donated legal services, $6,500 and $6,050 in food and beverage for events, $5,374 and $-0- in event services, and $-0- and $22,950 in donated advertising. All of these donated services are recorded as in-kind contributions on the Statements of Activities.

Contributions and Revenue

Contributions are generally available for unrestricted use in the year received unless specifically restricted by the donor. Unrestricted contributions of cash and donated assets, as well as unconditional promises to give, are recorded as received. Unconditional promises to give are recorded at the present value of their net realizable value, using the blended federal interest rate applicable to the current audit year.

Foundation grants, unconditional promises to give, and other contributions of cash and other assets are reported as temporarily restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when either the stipulated time restriction ends or the purpose restriction is accomplished, temporarily restricted net assets are reclassified and reported in the Statements of Activities as net assets released from restrictions.

1. *Organization and Summary of Significant Accounting Policies, (continued)*

Contributions and Revenue (continued)

Endowment Fund contributions and investments are temporarily or permanently restricted by the donor. Interest and dividends on these investments are recorded as unrestricted or temporarily restricted investment income based on the terms of the original gifts.

Advertising Costs

Advertising costs are charged to expense as incurred. Total advertising expense for the years ended June 30, 2012 and 2011 was approximately $75,622 and $97,625, respectively, including $-0- and $22,950 that was donated as in-kind to the Armory.

Functional Allocation of Expenses

The costs of providing the various services the Armory offers have been summarized on a functional basis in the Statements of Activities. Accordingly, certain costs have been allocated among the program services and supporting services benefited. Occupancy expenses are costs of facilities maintenance including building supplies, landscaping, and utilities.

Reclassifications

Certain reclassifications were made to the 2011 financial statements to conform to the current year presentation. Such reclassifications had no effect on the change in net assets as previously reported.

Fair Value Measurements

The FASB Accounting Standards Codification ("FASB ASC") 820-10 provides a common definition of fair value, establishes a framework to measure fair value within accounting principles generally accepted in the United States of America, and expands the disclosures about fair value measurements. The ASC does not create any new fair value measurements. Instead, it applies under existing accounting pronouncements that require or permit fair value measurements. The Armory's financial assets measured at fair value include cash and cash equivalents (see notes 2 and 6) that are valued according to Level 1, which is the highest level of measurement.

Endowment Fund Disclosure

The disclosures about endowment funds required by FASB ASC 958-205 has application to the Armory's financial statements for June 30, 2012 and 2011, in that it enhances the disclosures and reporting information with respect to endowment net assets as illustrated in Note 2.

Subsequent Events

Management has assessed subsequent events through January 24, 2013, the date the financial statements were available to be issued and determined that there were no events to disclose in the financial statements.

1. *Organization and Summary of Significant Accounting Policies, (continued)*

Income Taxes

The Armory is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code of 1986 and has been classified as a school under Section 170 (b)(1)(A)(ii) of the Code. Income determined to be unrelated business taxable income (UBTI) would be taxable. As of June 30, 2012 and 2011, the Armory had unused net operating loss carryforwards of approximately $23,000 and $18,900, respectively. Accordingly there is no provision for income taxes reflected in the accompanying financial statements.

Although currently The Armory has no such pending tax issues, The Armory adopted FASB ASC 740-10, Accounting for Uncertainty in Income Taxes. This pronouncement seeks to reduce the diversity in practice associated with certain aspects of measurement and recognition in accounting for income taxes. It prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of a tax position that an entity takes or expects to take in a tax return. An entity may only recognize or continue to recognize tax positions that meet a "more likely than not" threshold. If such an issue should arise, The Armory would assess its income tax positions based on management's evaluation of the facts, circumstances and information available at the reporting date and The Armory would use the prescribed "more likely than not" threshold in making such an assessment. Because there were no such issues pending, at adoption, the Armory did not record any cumulative effect adjustment, and the Armory did not accrue any interest expense or penalties related to tax positions. There are currently no open Federal or State tax years under audit.

Concentrations of Credit Risk

Financial instruments that potentially subject the Armory to concentrations of credit risk consist principally of cash and cash equivalents. Accounts at each bank institution are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000. The Armory did not have bank deposits that were uninsured by the FDIC as of June 30, 2012.

2. *Endowments*

The Armory's endowment consists of a single permanently restricted fund established to participate in the State of Florida Division of Cultural Affairs Cultural Endowment Program. As required by accounting principles generally accepted in the United States of America, net assets associated with endowment funds, including funds designated by the Board to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

In 1998 the Armory received $240,000 in state matching funds from the State of Florida under the Division of Cultural Affairs Cultural Endowment Program. The terms of this matching grant required the Armory to match this state money with a minimum of $360,000 of their own funds and to preserve the principal of the program at a minimum fair value of $600,000. The Armory raised $383,000, creating an initial endowment balance of $623,000. The investment earnings may be used to support the operations of the Armory. The Armory's A.K. Brown Endowment Fund is considered to be part of the matching funds for the Cultural Endowment Program, although the investment earnings on the A.K. Brown Endowment Fund are restricted for use in supplying student scholarships for classes and supplies for the Armory's summer youth programs.

2. *Endowments, (continued)*

The Board of the Armory has interpreted the applicable guidance as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Armory classifies as permanently restricted net assets (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund.

As of June 30, 2012 and 2011, endowment net assets in the Permanently Restricted Fund of $623,000 consisted of investments in high yield money market accounts. The funds are held by various banks and none of these investments exceed $250,000 so that all funds will be within the $250,000 FDIC insurance limitations.

There were no changes in the endowment net assets of $623,000 for the years ended June 30, 2012 and 2011.

Accounting for Funds Falling Under Mandated Value Levels

During the fiscal years ended June 30, 2012 and 2011, the Armory's permanently restricted funds noted above consisted entirely of money market funds which are assets effectively not subject to fluctuation in value. If the Armory were to invest in assets with fluctuating value such as stock, from time to time reduction in the fair value of such assets associated with individual donor-restricted endowment funds could potentially cause the total fund value to fall below the level that the donors mandate for a fund of perpetual duration. In accordance with accounting principles generally accepted in the United States of America, if such deficiencies were to occur, they would be reported in unrestricted net assets. There were no such deficiencies during the years ended June 30, 2012 and 2011.

Investment objectives

Historically, the Armory's investment objectives and policies have been to provide: (a) capital preservation of the original fund amount, and (b) a reasonable return necessary to supplement the cash flow requirements of scholarships and supplies. In order to better meet its objectives, the Armory adopted a strategy in 2007 of investing its endowment funds in high rate certificates of deposit maturing in one year or less and in money market accounts. This more conservative strategy is expected to continue until management deems a more aggressive growth strategy to be prudent. The Armory is continually reviewing its investment policy to specifically identify strategies and spending policies as they relate to the various endowment categories.

Spending Policy

In accordance with management interpretation of relevant state law, Uniform Management of Institutional Funds Act (Florida Uniform Prudent Management of Institutional Funds Act effective July 1, 2012), the Armory's earnings on the $623,000 principal of the Permanent Endowment Fund is available for use in operations.

3. *Grants, Pledges and Other Receivables*

Grants receivable consists of amounts due from local government for reimbursable expenses incurred during the year. Pledges receivable consists of donor's unconditional promise to give which are recognized as revenue and as receivable in the period the promise is received.

	2012	2011
Grants receivable	$ -	$ 16,517
Pledges receivable	240,000	45,000
Other receivables	579	216
Total receivables	$ 240,579	$ 61,733
Receivables are collectible as follows:		
In less than one year	$ 60,579	$ 31,733
In one to five years	180,000	30,000
Total	$ 240,579	$ 61,733

Management believes that all receivables as of June 30, 2012 and 2011 are fully collectible and, therefore, no allowance for uncollectible amounts has been reserved.

4. *Property and Equipment*

Property and equipment consisted of the following as of June 30, 2012 and 2011:

	2012	2011
Buildings and facility improvements	$ 5,581,128	$ 5,572,449
School equipment	208,794	208,794
Furniture and Equipment	128,436	128,436
	5,918,358	5,909,679
Less accumulated depreciation	(2,354,077)	(2,182,628)
Property and equipment, net	$ 3,564,281	$ 3,727,051

Depreciation expense for the years ended June 30, 2012 and 2011 was $171,449 and $184,801, respectively.

5. *Long-term Debt*

The Armory had a revolving line of credit agreement with SunTrust Bank with a balance of $140,000 which, on May 3, 2010, was converted to a note payable amortizing over 36 months and bearing interest at 6%. On May 17, 2010 the Armory entered into a lease-purchase agreement for a computer system for $7,299, payable over 36 months. In February 2011 the Armory obtained an unsecured line of credit of $100,000 at prime plus 4% with certain requirements for amortization of balances. As of June 30, 2012, the Armory was in compliance with these requirements.

5. ***Long-term Debt, (continued)***

Long-term debt as of June 30, 2012 and 2011 was as follows:

	2012	2011
Note payable	$ 45,519	$ 92,363
Line of credit	9,378	-
Lease payable	2,659	5,102
Total long-term debt	57,556	97,465
Less: current portion	57,556	49,361
Total long-term debt, net of current portion	$ -	$ 48,104

Future maturities of secured long-term debt are $48,104 to be paid off by May 2013 and $9,378 due on the line of credit.

6. ***Restricted Net Assets***

Temporarily restricted net assets are time and purpose restricted and will be spent in future periods. All temporarily restricted net assets as of June 30, 2012 and 2011 were restricted as to the following purposes:

	2012	2011
Ceramics Capital Improvements	$ 33,534	$ 2,312
Artist in Residence	229,850	-
Scholarships	79,550	30,859
Specific Departments	8,882	5,184
25th Year Anniversary Fund	26,874	-
Total Temporarily Restricted Net Assets	$ 378,690	$ 38,355

During the current year over $30,000 was contributed to the Ceramics Capital Improvements fund for a new kiln which was completed in September, 2012 at a cost of about $32,000. Also during the year there were contributions for projects related to celebration of the Armory's 25th anniversary. The above amounts are cash in a segregated bank account except for $200,000 of the Artist in Residence amount which is a pledge receivable.

Permanently restricted endowment funds in the amount of $623,000 as of June 30, 2012 and 2011, consisted of money market funds as listed in Note 2. The Armory records income derived from these investment funds in accordance with the endowment fund agreements, and the income is classified as temporarily restricted or unrestricted based on the terms of the original gift.

7. ***Fundraising Events***

The total revenue and direct costs of fundraising events held by the Armory during the years ended June 30, 2012 and 2011 were as follows:

	2012	2011
Total revenue	$ 152,365	$ 206,553
Direct costs	60,590	65,014
Net revenue	$ 91,775	$ 141,539

8. ***Contributed Facility***

On January 11, 1999 the Armory entered into a lease agreement with the City of West Palm Beach for its campus facility with two buildings for a period of fifty years. The lease was subsequently amended on January 31, 2002 to include the land under the young artist studio building which is a leasehold improvement constructed and owned by The Armory. The lease agreement provides for the use of the government-owned facility for an annual charge of $10. The estimated fair rental value of the facility was $495,000 for the years ended June 30, 2012 and 2011, and is reflected as both a revenue item and an expense in the accompanying financial statements.

9. ***Related Party Transactions***

During the years ended June 30, 2012 and 2011 payments were made to the spouse of a key employee for foundry services. The total amounts paid to this individual during the years ended June 30, 2012 and 2011 were $1,700 and $500, respectively.

10. ***Employees and Retirement Plan***

The Armory presently uses the payroll services of Oasis Outsourcing, Inc. to achieve an economy in the compensation of employees and in the reduction of clerical costs. The result of this arrangement is that all common law employees of the Armory receive their paychecks and benefits from Oasis Outsourcing, Inc. while remaining under the direction and control of the Armory as if it were a typical employer-employee relationship.

The Armory adopted a 401(k) retirement plan effective November 1, 1997. The plan covers all full-time employees who are at least 21 years of age with one or more years of service. The Armory's contribution is based on matching 50% of the first 7% of salary deferral elected by each eligible employee. The Armory's contribution for the fiscal years ending June 30, 2012 and 2011 was $7,139 and $4,290, respectively.

11. Commitments and Contingency

Lease Commitments

The Armory leases office equipment under non-cancelable operating leases expiring in various years through January 2015. Minimum future rental payments under these leases as of June 30, 2012 are as follows:

Year Ending June 30,	Amount
2013	$ 12,570
2014	11,988
2015	11,988
2016	11,988
2017	11,988
Total	$ 60,522

Total rent expense under operating leases for the years ended June 30, 2012 and 2011 was $14,428 and $14,665, respectively.

The Armory entered into a service agreement with I.T. Solutions on December 3, 2008, whereby the Armory committed to utilizing I.T. Solutions for the onsite and offsite backup of its servers and all related maintenance and repairs. The agreement extends through December 2, 2011 and was renewed for an additional two years. Under this agreement, the Armory is obligated to pay I.T. Solutions approximately $313 per month for its back up services as well as various predetermined hourly rates for all other repair and maintenance services related to the server. During the years ended June 30, 2012 and 2010, the Armory paid I.T. Solutions approximately $11,515 and $12,373, respectively.

Contingency

Gifts, grants and bequests require the fulfillment of certain conditions as set forth in the instrument of grant. Failure to fulfill the conditions could result in the return of the funds to grantors. Although this is a possibility, the Armory deems the contingency remote, since by accepting the gifts and their terms, it has accommodated the objectives of the Organization to the provisions of the gift.

12. Unconditional Promises to Receive

On May 25, 2011, the Armory entered into a contract with a married couple who pledged a contribution of $55,000 over five years consisting of $15,000 for the first year and $10,000 per year in each of the next four years. As specified in the contract, $10,000 of the first year contribution was paid upon signing with the remaining $5,000 of the first year pledge to be paid in September 2011. A pledge receivable of $45,000 was recorded as of June 30, 2011. Subsequent to June 30, 2012, the pledge was amended to increase the annual amount by $2,500 for each of the four remaining years; this increase is recognized as of October 2012. The pledge is considered to be fully collectible, therefore, no provision for doubtful accounts is considered necessary.

12. Unconditional Promises to Receive, (continued)

On January 27, 2012 a member of the Board of Directors pledged $250,000, payable in annual amounts of $50,000 for the Artists in Residence Program. During the fiscal year ended June 30, 2012 the entire pledge was recognized as income, $50,000 of which was received and the balance of which is reflected as pledges receivable. The pledge is considered to be fully collectible, therefore, no provision for doubtful accounts is considered necessary.

time length	materials	teacher pay	min. overhead	cost to run	Tuition per student	expected enrollment*
3 hour workshop (AOTG)	$50	$60	$11	$121	$45	8
8 week class youth)	$50	$480	$53	$583	$150	10
8 week class (adult)	$100	$480	$58	$638	$200	6

*minimum enrollment is 3 students.

Two year projections:

2014*

	materials	teacher pay	min. overhead	cost to run	Tuition collected	expected enrollment*
4 AOTGs	$1,200	$1,440	$264	$2,904	$8,640	192
4 eight week classes (youth)	$1,200	$11,520	$1,272	$13,992	$36,000	240
4 eight week classes (adult)	$2,400	$11,520	$1,392	$15,312	$28,800	144
totals:	**$4,800**	**$24,480**	**$2,928**	**$32,208**	**$73,440**	**576**

* numbers assume 6 eight week sessions per year

2015* (expected growth of 10%)

	materials	teacher pay	min. overhead	cost to run	Tuition collected	expected enrollment*
4 AOTGs	$1,320	$1,584	$290	$3,194	$9,504	211
4 eight week classes (youth)	$1,320	$12,672	$1,399	$15,391	$39,600	264
4 eight week classes (adult)	$2,640	$12,672	$1,531	$16,843	$31,680	158
totals:	**$5,280**	**$26,928**	**$3,221**	**$35,429**	**$80,784**	**633.6**

* numbers assume 6 eight week sessions per year

EDUCATIONAL GALLERY GROUP

A COMMUNITY
OF YOUNG ARTISTS

PROPOSAL FOR THE LEASE AND USE OF THE NEW LAKE WORTH ARTS CENTER 1121 LUCERNE AVENUE

TO THE LAKE WORTH COMMUNITY REDEVELOPMENT AGENCY
29 South J Street
Lake Worth, FL 33460

RFP #01-1314

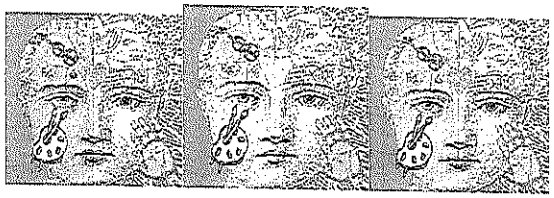


Exhibit "C"

Eg² and the Proposed Site

Mission Statement:

The Educational Gallery Group: A Community of Young Artists (Eg²) was created as a space to showcase the visual and performing arts talents of all students in Palm Beach County. We are a non-profit organization started by visual arts teachers, located in Palm Beach County, Florida. Our goal is to give any child in our county attending public, private or home school, an opportunity to display their art or perform in a public setting. For many of these students, it is an experience that they will remember for the rest of their lives. For some, it is the catalyst that will determine a life-long commitment or career in the arts.

We believe that Art Education is vital – that young people exploring and developing their creativity is critical to our future as a society. The quality of life comes not from the ability to take standardized tests, but from a more profound interaction and exploration of the world. By supporting our art teachers, and through them our children, we are enduring a more dynamic and positive future for us all.

Our past location history and Current Need to Locate at the Proposed Site

The Eg² gallery has successfully been in operation for thirteen years. We were created to fill a need in Palm Beach County to showcase student art. Over the years we have shown student work from all over Palm Beach County, We currently do not have a completely adequate space for all of our programs. Until 2012, we partnered with CityPlace, locating our gallery in empty storefront locations. As these spaces were leased, our gallery moved to other vacant locations. Not only was this nomadic lifestyle a little challenging, there are no longer any available sites for us at CityPlace. We have recently partnered with Resource Depot, which has given us space in their new warehouse location in West Palm Beach. It's a lovely little gallery, but we are seeking more dedicated space for our exhibitions and programming.

- We are currently seeking a suitable space for Eg² to continue our services to our community and to develop new programs.
- The proposed location will also allow us to offer year-round classes and workshops to the local underserved population that is within walking distance of the site.
- The proposed location is within walking distance of city transportation, which makes it accessible to most of the population of Palm Beach County
- The proposed location is in a community that embraces and values the arts.

Eg² Qualifications

Our Qualifications
The Eg² Gallery has successfully been in operation for the last 13 years. It is managed by a professional staff of artists and art educators that are currently teachers in the public school system. Our gallery openings and workshops are well attended by public and private school students, parents and teachers, as well as community members.

Not-For-Profit Status and Funding
Eg² has been incorporated as a 501(c)(3) of the Internal Revenue Service code as a non-profit corporation since 2005. Eg² is governed by a volunteer Board of Trustees and managed by professional staff in the field of art education. Eg²'s funding comes from foundation and individual gifts. We are always seeking private and other corporate funding to expand our programs and impact our community arts education to a greater degree.

Past Events
Since its opening in CityPlace in October of 2000, Eg² has had numerous visitors enjoy a multitude of presentations. We have hosted many exhibitions of student, faculty, and artists' work. Many of our events have been collaborative efforts with other arts organizations in the Palm Beach area.

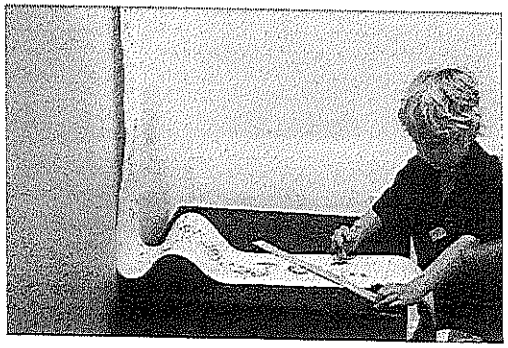
We support and encourage participation of students and faculty at the elementary, middle, and high school levels, Public, Private and Home-schooled students. We have also hosted community and family workshops. Our close proximity to underserved populations have made Eg² a valuable resource for members of the public that might not otherwise have the opportunity to participate in arts activities, workshops and education.

Eg²'s Collaborative Partners
In the past, Eg² has worked with many organizations vital to our community and its artistic pulse. We have joined our collective forces of energy, time, talent and funding to work together and produce major arts events.

Autism Speaks
Blue Planet Writers Room
City of West Palm Beach
Palm Beach School District
Martin County School District
The Armory Art Center
Resource Depot
PBCATA (Palm Beach County Art Teachers Association)
Mary Fisher Productions
Kravis Center
The Community Foundation of Palm Beach and Martin County
Boys and Girls Club
Middle School of the Arts Foundation
Dreyfoos School of the Arts Foundation
CityPlace

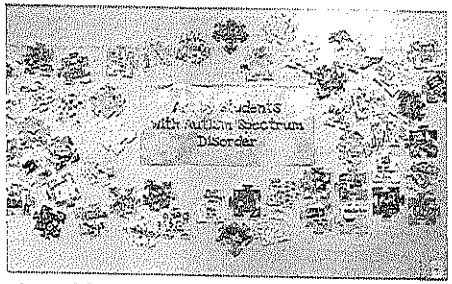
Exhibitions

Build! Make! Do!



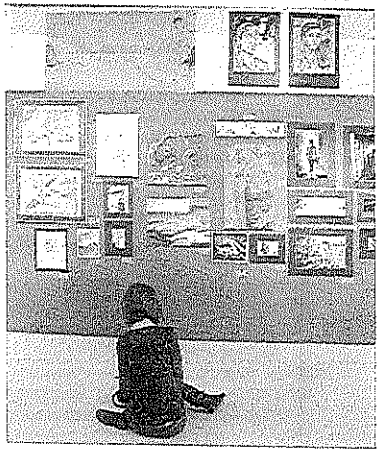
Build! Make! Do! Is an annual exhibition where all the art is made on site. Eg2 comes up with a wide variety of creative and unusual projects for students to make using creative materials at the gallery opening itself. It's a fun evening, and always makes for an interesting show.

A Piece of Our World



A piece of Our World showcases work by students on the Autism Spectrum. In the past we have distributed large puzzle pieces or other items to participating teachers, and their students have personalized them for the exhibition. This is a very well-attended show, and students, teachers, and families are all very excited to have an opportunity to celebrate these children that don't always get their moment in the spotlight.

Scholastic Art Awards



For 5 years, Eg^2 has been the Regional Affiliate for the **Scholastic Art Awards** for Palm Beach and Martin Counties. Started in 1923, the Awards are the nation's longest-running , most prestigious recognition program for teens in the U.S.

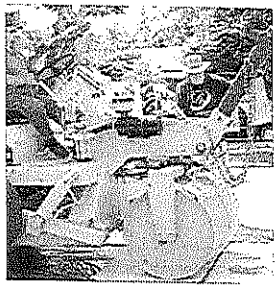
Eg2 receives over 2500 entries each year from students in grades 7-12. From these are selected what are called Gold Keys and Silver Keys, and those students' work goes into our most well-attended exhibition. Opening night is wall-to-wall people – everybody coming to see who won. The Gold Key work is later judged nationally against all the other regions, and the National winners get to go to New York City to receive their awards at Carnegie Hall. Last year, about 40 students who had exhibited at Eg2 received National Awards.

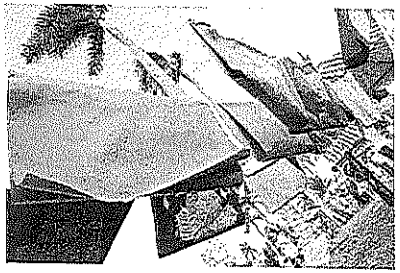
CATWALK: Student Fashion Show

CATWALK has been a hugely popular event for Eg^2. We host a series of workshops in which students design and create wearable art made from a variety of traditional and non-traditional materials. The day of the actual CATWALK, students model the creations, students emcee the show and introduce the fashions and the designers, and also DJ the music for the show. It's an entertaining and very well-attended event.

Steamroller

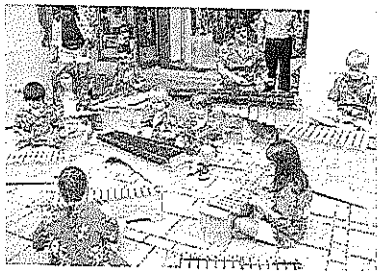
Steamroller is an event to remember! Students from all over Palm Beach County make enormous relief prints using a steamroller as a giant printing press. The results are amazing, and the event is truly entertaining.





Regular Exhibitions

Eg2 hosts regular exhibitions year-round, calling on K-12 art teachers to submit work on selected themes. Each exhibition usually showcases over 100 student works. Each exhibition has a hands-on section for visitors to do a small activity related to the exhibition. For example, when the theme was *Still Life*, we had an enormous still life set up that visitors could try their hand at drawing. We also try to get student groups to play music or otherwise perform at gallery openings.



Eg²'s Services to the City of Lake Worth

How Eg²'s Services Will Benefit the Residents of the City of Lake Worth by its Location at the Proposed Site

- Our events are well attended by a cross-cultural population from all corners of Palm Beach County. These patrons have, and will continue to support local businesses with their presence.
- The proposed graphics on the site will add an aesthetic element to a somewhat neglected area, and will generate interest in our program and further revitalization efforts.
- Eg²'s public art events will encourage future participation and support at other arts events hosted by the city.
- Our goal is to involve and support the city's rich resources of multicultural artistic communities and bring downtown neighbors and businesses together in the spirit of creativity.

Services That Will Benefit the Residents of the City of Lake Worth

From its inception, visionaries planning Eg² had a three-part purpose. The gallery would be a place where students could showcase their talents, allow the public to enjoy the visual and performing arts, and of equal importance, Eg² would become a focal point for a comprehensive arts education program for our teachers and community.

Our Future Visions:

For Palm Beach County Students:
It is our vision to develop programs to serve as a community center by offering programs to employ young multicultural urban artists for apprenticeship programs with professional artists and educators. We hope to create a nurturing atmosphere that utilizes more seasoned artists and arts educational professionals to teach and inspire young, emerging, student talent, and create a space that will encourage respect and promote further interest in the arts. This will include speakers and guest artists from all areas of the arts, and not limited to the Visual Arts, such as Dance, Music, Theater, Visual Technology, and Art History. We are also planning to implement programming to offer guidance and a space for high school students to prepare portfolios for college during the summer months, as well as additional summer activities and workshops to keep our young artists engaged and excited about the arts.

For Our Community:
We plan to offer young people creative outlets and training to bring positive and lasting change to their own neighborhoods with programs such as colorful murals, sculptures and mosaics, or community activities revolving around music and theater. Our goal is to involve and support Lake Worth's rich resources of multicultural artistic communities and bring neighbors together in the spirit of creativity.

Cultural Tourism
The revitalized shuffleboard building could be a great site for some lighthearted activities as well as some of the more educational or professional development ideas outlined below. We thought it would be fun to have monthly *Cosmic Shuffleboard* parties with funky lights, live music, and a "food truck invasion". On Saturday mornings, it might be fun to have artists, for a minimal booth fee, start a sort of "Artists' Green Market", a trading spot for people to come buy direct from local community artists.

For Teachers:
Currently, the School District of Palm Beach County offers limited opportunities specifically for art educators to earn points toward re-certification. Eg² plans to develop in-service workshops for teachers, extra-curricula offerings for all Palm Beach County students, and outreach arts education workshops for the community. We plan to continue to support and provide a place for PBCATA (Palm Beach County Art Teachers Association) to hold meetings, workshops and activities. It is part of our overall vision to create the opportunity for fellowships and research scholarships supporting educational development for teachers to further their studies in the arts.

For the Arts Community:
We have received a donation of professional equipment that will allow us to offer a studio space for working artists down to the novice. This equipment is of the caliber beyond most college level printmaking labs, and is just awaiting a permanent location due to its size. In exchange for the use of the equipment, artists could mentor workshops and classes. We have connections with working artists from communities beyond Florida, and could offer workshops from these inspirational working artists as well.

Proposed improvements to the Project Site

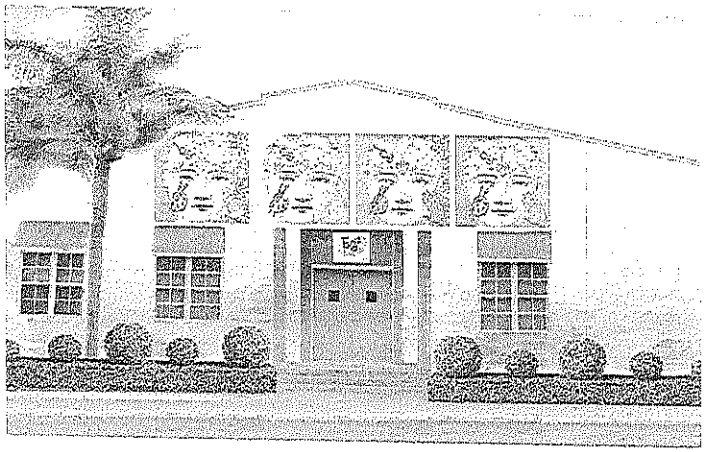
Exterior Aesthetics

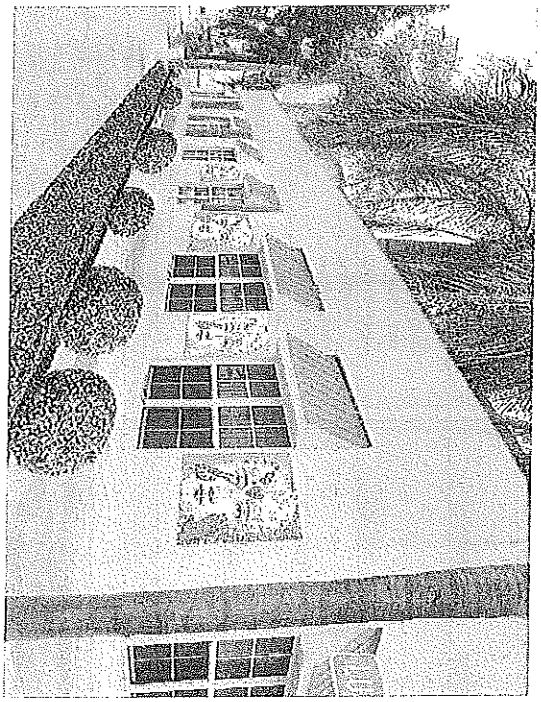
The main emphasis of the proposed exterior improvements will focus on the creation of an appealing graphic that will visually enhance the building's façade. The attached images are provided to give an idea of what could possibly be done to add excitement to the project, with eye-catching graphics and colors.

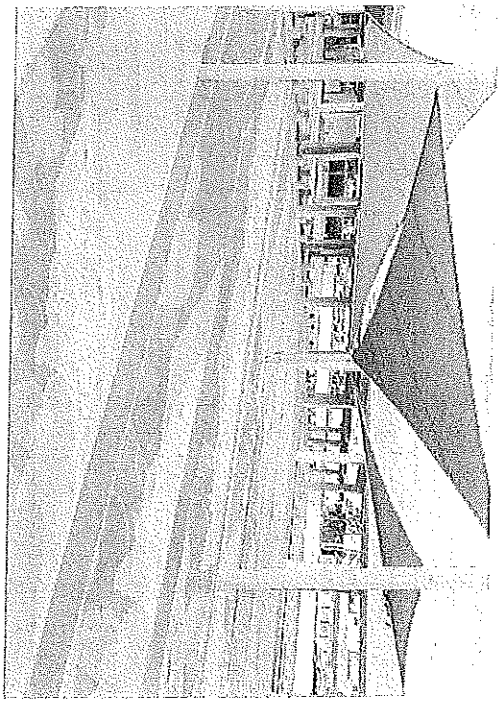
Views from public viewing areas will be significantly impacted with the development of the proposed project. The visual character of the area is of an arts-oriented urban community. The proposed building design will strengthen the presence of the arts community.

It is our goal to present our building in such a way that it will:

- Add a substantial artistic personality to a previously less-than-exciting building.
- Substantially improve public interest in the area.
- Upgrade the existing visual character and quality of the site and its surroundings
- Increase public awareness of our program.







Educational Gallery Group 2 year projected budget.				
Income and Assets			2014	2015
Community Foundation			$50,000	$50,000
M Fisher Foundation			$50,000	$50,000
Workshops/ Programs			$20,000	$25,000
Public Event Sponsorships				
Steamroller Event			$5,000	$5,000
Fashion show			$5,000	$5,000
Private Fundraising			$30,000	$50,000
In Kind Services				
Cousins Law firm Legal and professional services			$20,000	$25,000
Income totals			$160,000	$180,000
Expenses				
Compensation and related expenses				
1 Administrative Staff Position	Operations Management Director		$15,000	$17,000
1 Administrative Staff Position	Marketing and Promotional Director		$15,000	$17,000
1 Administrative Staff Position	Community Liaison and Fundraising Director		$15,000	$17,000
1 FTE Staff Position	Programming and Curriculum coordinator		$35,000	$36,500
Taxes and Liabilities			$5,000	$6,000
Total				
Compensation expenses			$85,000	$93.5000
Administrative Cost				
Tech Support / Local Travel			$1,000	$1,500
Marketing and Publicity	Web page, marketing materials, postage		$5,000	$7,000
Total Administrative Cost			$6,000	$8,5000
Program Expenses				
Public events, special exhibits	Steamroller event and exhibit		$5,000	$5,000
	Fashion show workshops and exhibits		$5,000	$5,000
Regional Scholastics art show			$5,000	$5,000
Artist Green Market	Security, signage, and maintenance of space		$10,000	$10,000
Bi-Monthly Art exhibits	Signage, maintenance of space, supplies		$12,000	$12,000
Student workshops	Contracted personnel, supplies		$15,000	$20,000
bookkeeping			$2,000	$2,000
Utilities, Internet , Phone			$12,000	$15,000
Total Program Expenses			$66,000	$74,000

Exhibit "D"

LAKE WORTH COMMUNITY REDEVELOPMENT AGENCY
RFP #01-1314: SUBLEASE OF TENANT SPACE AT 1121 LUCERNE AVE.
CRA CONFERENCE ROOM
THURSDAY, JANUARY 16, 2014
10:00AM

COMMITTEE MEMBERS IN ATTENDANCE:
Rena Blades – Cultural Council of Palm Beach County
Emily Theodossakos – Lake Worth CRA
William Waters – City of Lake Worth
Craig McInnis – Local Artist
Madlyn McKendry – Lake Worth CRA Board

ALSO IN ATTENDANCE:
Chris Dabros – Lake Worth CRA
Joan Oliva – Lake Worth CRA
Sandra Coombs – Armory Art Center
Talya Lerman – Armory Art Center
Glen Barefoot – EG Squared

The meeting was called to order at 10:10am.

A brief overview of the Request for Proposals and submissions was given. In total, two submissions were received: the Armory Art Center & EG Squared. Committee members were then given the opportunity to ask the proposers direct questions regarding their submissions.

Questions were first directed to the Armory Art Center representatives:

William Waters asked if the Center provides scholarships to its students. Ms. Coombs answered yes, and last year over $30,000 worth of scholarships were provided to mostly need based students.

Rena Blades asked how the Armory Arts Center fit the needs of Lake Worth. Ms. Coombs and Ms. Lerman responded that the Armory works with multiple communities in south County. They also use teachers that live and work within the area. Many of their teachers are also bi-lingual.
Ms. Blades asked how they will market their programs: Ms. Coombs answered that they will have a catalog and send out email blasts.

William Waters asked how they will work with at-risk kids: Ms. Lerman responded that they will use art teachers directly from the local schools and market directly to the community.

Emily Theodossakos asked if they have any plans to change the exterior of the building: the Armory representatives responded no, but they are open to suggestions.

William Waters asked if there are any programs offered for free: the Armory representatives advised that their demonstration projects are free and there are opportunities for volunteers to provide their time. William Waters also asked how they will make the building a more inspiring place: the Armory advised that they will convert it into a large studio space and exhibition space for artists.

Mr. Glen Barefoot from EG Squared then introduced himself.

Ms. Blades asked how does his proposal fit into the overall operational plan: Mr. Barefoot responded that this space will act as the primary location of the organization and offer exhibition space and gallery space for children.
He advised that the hours of operation will likely be business hours and possibly open from Wednesday thru Sunday.

Ms. Blades asked Mr. Barefoot to explain the submitted financials. Mr. Barefoot responded that the location of the gallery space dictates the overall financials of the organization. Ms. Blades asked how much revenue is currently committed. The response was $150,000.

Craig McInnis asked how much time is devoted to the shows. EG Squared responded that the main focus of the organization is towards exhibition space and free workshops. They also advised that 25% of their students receive some form of scholarship.

Ms. Blades asked about potential staff positions. Mr. Barefoot responded that he fills some positions currently and there are open positions as well.

William Waters asked if the budget is realistic: Mr. Barefoot responded that it is and future employees would likely be contract employees.

Craig McInnis asked about a bi-lingual aspect to the curriculum. Mr. Barefoot responded that they are bi-lingual and it is site specific to which languages are spoken.

Rena Blades asked if EG Squared would improve the facilities: Mr. Barefoot responded that they usually do improve the facilities and are open to painting and installing mobile wall systems.

Mr. Barefoot also mentioned that his organization encourages all kids in the community to participate in their events and their organization reaches out to both public and private institutions.

The Committee Members then discussed their thoughts regarding the two submittals.

Craig McInnis suggested that EG Squared is a better fit for Lake Worth but the Armory Art Center brings more stability.

William Waters agreed and advised that the Armory will need help to fit in with Lake Worth's demographics. He has concerns about the staff pay offered by EG Squared.

Emily Theodossakos asked if both organizations can work together. She also asked what times would classes be held. The respondents advised that classes would be held at various times.

Rena Blades commented that the Armory is a high quality and stable organization. She was also impressed with how successful EG Squared has been despite the many obstacles they have overcome.

Madlyn McKendry also suggested that both proposers work together. She commented that EG Squared might be too focused on the youth and not the adult population in the City.

The Committee Members then ranked the submissions. Scores were based on the submitters Ability (15 points), Public Benefit (15 points), Financial Stability (15 points), Growth in the Program (20 points), Diversity (15 points) & Compatibility (20 points) for a total possible score of 100.

Below is the tally of votes for all committee members:

Committee Member	Armory Art Center	EG Squared
Craig McInnis	93	96
Emily Theodossakos	90	85
Rena Blades	92	93
Madlyn McKendry	94	83
William Waters	92	90
TOTAL:	**461**	**447**

Based on the votes, the Committee will recommend that the CRA Board enter into an agreement with the Armory Art Center to sub-lease building at 1121 Lucerne Avenue. This recommendation will take place at the next regularly scheduled CRA Board meeting.

The respondents were thanked for attending and the meeting was adjourned at 11:10am.

Exhibit "E"

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (hereinafter referred to as the "Sublease") is made and entered into as of the _____ of _____, 2014, by and between the Lake Worth Community Redevelopment Agency, a Florida public agency with a business address of 29 South "J" Street, Lake Worth, FL 33460 (hereinafter referred to as "Tenant") and the Armory Art Center, Inc. a Florida not-for-profit corporation, with a business address of 1700 Parker Avenue, West Palm Beach, FL 33401, (hereinafter referred to as "Subtenant").

W I T N E S S E T H:

THAT Tenant, in consideration of the rents and agreements promised and agreed by Subtenant to be paid and performed, subleases to Subtenant, and Subtenant subleases from Tenant, the Property described herein, subject to the following terms.

ARTICLE I

DESCRIPTION OF PROPERTY; TERM

1. **Description of Property.** Tenant hereby subleases to Subtenant and Subtenant hereby subleases from Tenant the real property located at 1121 Lucerne Avenue, Lake Worth, Florida 33460, which property is legally described in **Exhibit "A"**, which is attached hereto and by reference made a part hereof. All of the land and real property underlying or adjacent thereto, with all improvements thereto, including the Building, and used in connection with the operation of the Building shall be referred to as the "Property".

2. **Term.** Subtenant shall have and hold the Property for a term (hereinafter referred to as the "Term" or "Sublease Term") of _____, commencing on _____, 2014, and expiring on September 30, 2014 (the "Expiration Date"). The parties shall have the right to renew the Sublease for additional terms upon the execution of a written amendment to this Sublease by both parties.

ARTICLE II

RENT

1. **Rent Free Lease.** In consideration of the use of the Property by Subtenant, the Subtenant agrees to pay the Tenant the sum of $10.00 for the Term of the Sublease. Such payment shall be made upon the execution of the Sublease by the Subtenant.

2. **Security Deposit.** No security deposit shall be required for the term of this Sublease.

3. **Ad Valorem Taxes.** The parties acknowledge that the Property is currently exempt from any ad valorem taxes and assessments. In the event, during the Sublease Term, it is determined that any taxes are due and owning, it shall be the Subtenant's responsibility to remit

the taxes to the Tenant. The Tenant shall then remit any tax payments to the Landlord or the applicable taxing authority.

4. **Place of Payment.** All payments of any charges imposed pursuant to this Sublease shall be made and paid by Subtenant to:

Executive Director
City of Lake Worth Community Redevelopment Agency
29 South J Street
Lake Worth, Florida 33460

or at such other place as Tenant may, from time to time, designate in writing to Subtenant. All payments shall be payable in current legal tender of the United States, as the same is then by law constituted.

ARTICLE III NET LEASE

NET SUBLEASE INTENDED UNLESS EXPRESSLY PROVIDED OTHERWISE. Subtenant acknowledges and agrees that it is intended that this Sublease shall be a Net Sublease to Tenant, except as otherwise provided herein. Subtenant shall pay the charges, impositions, costs and expenses relating to environmental matters, fire and life safety codes, employee health and safety and the American's With Disabilities Act, all with respect to Subtenant's particular use on the Property, and the operation of its business, except to the extent that any such charges, costs, or expenses arise out of, or results from, the acts or omissions of Tenant its agents, employees, or contractors.

ARTICLE IV

USE OF PROPERTY

1. Subtenant shall use the Property for the following purposes: cultural activities and offerings such as musical performances, art exhibitions and theatre workshop space, classrooms, and administrative offices. As the space is located in a public facility, the Subtenant shall insure that activities are accessible to the public, and that activities promote and appeal to the diverse demographics of Lake Worth's population. The Subtenant shall insure a high quality and variety of performances, workshops, and exhibits.

2. Prior to commencing any other use than those described herein on the Property, the Subtenant shall first obtain the written consent of the Tenant. Such consent shall not be unreasonably withheld.

3. The Subtenant shall be responsible for all uses on the Property other than those uses by City employees who have offices on the Property. The Subtenant may allow other entities, organizations, or individuals to use the Property for uses consistent with the allowed uses stated herein; however, Subtenant shall supervise the other entities, organizations, and individuals who

use the Property, and shall be fully responsible for all activities on the Property, and shall provide Tenant with a written list of entities, organizations, or individuals who are used the Property no later than then 10th day of each month.

4. The Subtenant shall not interfere with any use of the Property by employees of the City of Lake Worth who have offices on the Property.

5. Subtenant shall not use or permit the use of the Property or any part thereof for any unlawful purpose, or in violation of any ordinances, laws, rules or regulations of any governmental body. Subtenant shall not do or permit any act which would constitute a public or private nuisance or waste or which would be a nuisance or annoyance or cause damage to Tenant or Tenant's other subtenants, or which would invalidate any policies of insurance or increase the premiums thereof, now or hereafter written on the Building and/or Property.

6. **Operating Hours.** Subtenant must maintain the Property with activities and open to the public as follows:

a. A minimum of 20 operating hours per week.
b. Minimum operating hours must include 5 hours on weekends (Saturday and Sunday).
c. Minimum operating hours must include at least 3 evenings per week, having a duration of at least 1 hour each.

ARTICLE V

PARKING

Subtenant shall have the right to use the parking spaces adjacent to the building on the Property. All parking spaces shall be available on a first come first serve basis. In the event that Subtenant desires to reserve parking spaces for Subtenant's exclusive use, Subtenant may request Tenant to request that the Landlord designate reserved spaces for Subtenant's use at a charge to be determined by the Landlord, provided, however, Tenant shall not be required to grant Subtenant an exclusive right to use any parking spaces.

ARTICLE VI

ACCEPTANCE OF THE PROPERTY

Subtenant acknowledges that Tenant has not made any representations or warranties with respect to the condition of the Property and neither Tenant nor any assignee of Tenant shall be liable for any latent defect therein. The taking of possession of the Property by Subtenant shall be conclusive evidence that the Property were in good and satisfactory condition at the time such possession was taken. If Tenant shall give Subtenant permission to enter into possession of the Property prior to the Commencement Date, such possession or occupancy shall be deemed to be upon all the terms, covenants, conditions, and provisions of this Sublease. This Sublease and all actions taken by Tenant and Subtenant are subject to the terms and conditions of the Lease

entered into between the City of Lake Worth and the Tenant dated October 15, 2013, as may be amended from time to time. A copy of the Lease between the City of Lake Worth and the Tenant is attached hereto as **Exhibit "B"**, and incorporated herein by reference.

ARTICLE VII

SUBTENANT OBLIGATIONS AND COMMON AREAS

1. Utilities. The City of Lake Worth is responsible for all charges for electricity, plumbing, telephone, cable, television, communication equipment, water, sewer, gas, daily janitorial service, refuse removal, interior and exterior window cleaning, and all other services and utilities. Unless approved by the Tenant's Board of Commissioners and the City of Lake Worth City Manager, the Subtenant shall pay all costs and expenses for the installation of any improvements made to the Property, any additional utilities, other improvements, or upgrades to the improvements provided by the Tenant.

In the event Subtenant does not keep and maintain the Property to Tenant's satisfaction or make repairs within ten (10) days after notice from Tenant, Tenant may, in addition to any other remedies it may have under law or this Lease, enter upon the Property and maintain the Property and/or make the said repairs or replacements itself, as the case may be, and charge the cost thereof to Subtenant as Additional Rent.

2. Common Areas. Subtenant acknowledges that the City of Lake Worth ("City") owns the Building, and that the City is responsible for the maintenance of the structural, functional and systemic aspects of the Building, including the roof, foundation, load-bearing walls, sidewalks, landscaping, water lines, sanitary sewer lines, stormwater lines, air conditioning, and parking areas (hereinafter referred to as "Common Areas"). The Subtenant agrees that neither the City, nor the Tenant shall be responsible for any claims for damage to person or property that results from any improvements constructed or installed by the Subtenant on the Property.

3. Floor Loads; Noise and Vibration. Subtenant shall not place a load upon any floor of the Property which exceeds the load per square foot, which such floor was designed to carry or which is allowed by law. Business machines and mechanical equipment belonging to Subtenant which cause noise, electrical interference or vibration that may be transmitted to the structure of the Building or to the Property to such a degree as to be objectionable to Tenant shall, upon prior written notice from Tenant to Subtenant, at Subtenant's expense, be placed and maintained by Subtenant in settings of cork, rubber, or spring-type vibration eliminators sufficient to eliminate such noise, electrical interference or vibration.

4. Tenant's Improvements. If at such time the Tenant is able to undertake improvements to the Property, the Subtenant shall not interfere with any construction, repair, or rehabilitation work undertaken at the Property. The Tenant will use its best efforts to permit Subtenant to continue operating at the Property; however, Tenant's access and construction activities shall supersede any use by Subtentant.

ARTICLE VIII

TENANT'S AND SUBTENANT'S PROPERTY

1. **Tenant's Property.** All fixtures, equipment, improvements and appurtenances attached to or built into the Property at the commencement of, or during the Term of this Sublease, shall be and remain a part of the Property and shall be deemed the property of Tenant ("Tenant's Property") and shall not be removed by Subtenant except as set forth herein.

2. **Subtenant's Property.** Unless approved by the Tenant's Board of Commissioners, Subtenant shall be responsible for any build out of the Property, including any flooring, plumbing, electrical, air conditioning, or interior walls, necessary for Subtenant's use of the Property. A copy of Subtenant's Conceptual Floor Plan with proposed improvements is attached hereto as **Exhibit "C"**. Any alterations or amendments to the Floor Plan shall be approved, in writing, by Tenant, prior to commencement of any alterations to the Property.

3. **Removal of Subtenant's Property.** At or before the Expiration Date of this Sublease, or within five (5) days after any earlier termination hereof, Subtenant, at its expense, shall remove from the Property all of Subtenant's Property (except such items thereof as Tenant shall have expressly permitted to remain, which property shall become the property of Tenant), and Subtenant shall repair any damage to the Property or the Building resulting from any installation and/or removal of Subtenant's Property, and shall restore the Property to the same physical condition and layout as they existed at the time Subtenant was given possession of the Property, reasonable wear and tear excepted. Any other items of Subtenant's Property which shall remain in the Property after the Expiration Date of this Sublease, or the earlier termination thereof, may, at the option of Tenant, be deemed to have been abandoned, and in such case, such items may be retained by, or otherwise disposed of by Tenant. Tenant may request Subtenant to remove and pay to Tenant the cost of repairing any damage to the Property or the Building resulting from any installation and/or removal of Subtenant's Property and the cost of restoring the Property to the same physical condition and layout as they existed at the time Subtenant was given possession of the Property, reasonable wear and tear excepted.

ARTICLE IX

ALTERATIONS AND MECHANIC'S LIENS

1. **Alterations by Subtenant.** No alterations to the Property shall be made by Subtenant unless the following conditions are met:

A. Subtenant shall provide a sealed set of plans prepared and certified by an architect to Tenant, and Subtenant shall have received the prior written consent of Tenant, which shall not be unreasonably withheld or delayed.

B. All such alterations or improvements shall be performed by a licensed contractor.

C. Subtenant shall have procured all permits, licenses and other authorizations required for the lawful and proper undertaking thereof, and immediately upon completion of any such alterations, Subtenant shall obtain a proper Certificate of Occupancy and deliver same to Tenant.

D. All alterations when completed shall be of such a nature as not to (i) reduce or otherwise adversely affect the value of the Property; (ii) diminish the general utility or change the general character thereof; (iii) result in an increase of the Operating Expenses, or (iv) adversely affect the mechanical, electrical, plumbing, security or other such systems of the Building or the Property.

E. All alterations made by Subtenant shall remain on and be surrendered with the Property upon expiration or the earlier termination of this Lease.

2. **Mechanic's, Materialman's and Laborer's Liens.** Subtenant agrees that it will make full and prompt payment of all sums necessary to pay for the cost of repairs, alterations, improvements, changes or other work done by Subtenant to the Property and further agrees to indemnify and hold harmless Tenant and the City of Lake Worth from and against any and all such costs and liabilities incurred by Subtenant, and against any and all mechanic's, materialman's or laborer's liens arising out of or from such work or the cost thereof which may be asserted, claimed or charged against the Property or the Building or Property. The interest of Tenant and the City of Lake Worth in the Property shall not be subject to liens for improvements made by or for Subtenant, whether or not the same shall be made or done in accordance with any agreement between Tenant and Subtenant. In addition to the foregoing, the Subtenant shall notify any of its contractors making any improvements to the Property of the terms of this provision, and Subtenant acknowledges that its knowing and willful failure to provide said notice to the contractor(s) shall render the contract between the Subtenant and the contractor(s) voidable at the option of the contractor(s).

In the event any notice or claim of lien shall be asserted of record against the interest of Tenant or the City of Lake Worth in the Property or Building or the site on which it is located on account of or growing out of any improvement or work done by or for Subtenant, or any person claiming by, through or under Subtenant, for improvements or work the cost of which is the responsibility of Subtenant, Subtenant agrees to use its best efforts to have such notice of claim of lien canceled and discharged of record as a claim against the interest of Tenant or the City of Lake Worth in the Property or the Building or Property (either by payment or bond as permitted by law) within thirty (30) days after notice to Subtenant by Tenant, and in the event Subtenant shall fail to do so, Subtenant shall be considered in default under this Sublease. Subtenant shall, prior to any work being performed, at Tenant's request, execute and record any such recordable documents as are necessary to evidence Tenant's non-responsibility to potential lienors.

ARTICLE X

ASSIGNMENT AND SUBLETTING

1. This Sublease shall be non-assignable by Subtenant. Subtenant shall be permitted to

allow other entities, organizations, and individuals use the Property pursuant to the terms and conditions of this Sublease, subject to the Subtenant's supervision of the uses and activities on the Property.

2. Tenant shall have the right to sell, assign, or otherwise encumber or dispose of Tenant's interest in the Property and this Sublease. In the event of any such disposition, Tenant shall have no further liability or obligation to Subtenant under this Sublease.

ARTICLE XI

OBLIGATION TO COMPLY

1. **Obligations of Subtenant.** Subtenant shall, during the Term of this Sublease, at its sole cost and expense, comply with all valid laws, ordinances, regulations, orders and requirements of any governmental authority which may be applicable to the Property or to its use, whether or not the same shall interfere with the use or occupancy of the Property arising from (a) Subtenant's use of the Property; (b) the manner or conduct of Subtenant's business or operation of its installations, equipment or other property therein; (c) any cause or condition created by or at the instance of Subtenant; or (d) breach of any of Subtenant's obligations hereunder, whether or not such compliance requires work which is structural or non-structural, ordinary or extraordinary, foreseen or unforeseen. Subtenant shall pay all of the costs, expenses, fines penalties and damages which may be imposed upon Tenant by reason or arising out of Subtenant's failure to fully and promptly comply with and observe the provisions of this Section. Subtenant shall give prompt notice to Tenant of any notice it receives of the violation of any law or requirement of any public authority with respect to the Property or the use or occupation thereof. Subtenant's obligation to comply with laws shall include, without limitation, those laws and regulations contemplated by this Sublease, Title III of the Americans With Disabilities Act of 1990, as Amended, and the Florida Clean Indoor Air Act (FCIAA) stating a person may not smoke in an enclosed indoor workplace. In the event Subtenant receives any notice alleging violation of any of the aforementioned laws, ordinances, regulations, orders, rules or requirements relating to any portion of the Property, the Building or of the Property; or any notice of regulatory action or investigation instituted in connection therewith, Subtenant shall provide written notice to Tenant thereof within ten (10) days after receipt of same by Subtenant.

2. **Attorneys' Fees.** In connection with any litigation, mediation, arbitration, special proceeding or other proceeding arising out of the Sublease, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees through and including any appeals and any post-judgment proceedings. Tenant's liability for costs and reasonable attorney's fees, however, shall not alter or waive Tenant's entitlement to sovereign immunity, or extend Tenant's liability beyond the limits established in section 768.28, Florida Statutes, as amended.

ARTICLE XII

INDEMNIFICATION, SOVEREIGN IMMUNITY, AND INSURANCE

1. The Tenant is a state agency as defined in §768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third Parties in any matter arising out of this Agreement.

2. **Indemnification by Subtenant.** In consideration of ten dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Subtenant shall defend, indemnify and hold the Tenant and the City of Lake Worth, their respective officers, agents and employees, harmless from or on account of any liabilities, damages, losses and costs received or sustained by any person or persons by or in consequence of any negligence of Subtenant, excluding the gross negligence willful, wanton or intentional misconduct of the Tenant, and its agents and employees. The Subtenant agrees that negligent, reckless or intentional wrongful misconduct also includes but is not limited to the violation of any Federal, State, County or City laws, by-laws, ordinances or regulations by the Subtenant, its subcontractors, agents, servants or employees. Subtenant further agrees to defend, indemnify and save harmless the Tenant and the City of Lake Worth from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against the Tenant or the City of Lake Worth on account of any claims, fees, royalties, or costs for any invention or patent, and from any and all suits and actions that may be brought against the Tenant or the City of Lake Worth for the infringement of any and all patents or patent rights claimed by any person, firm, or corporation.

The indemnification provided above shall obligate the Subtenant to defend at its own expense or to provide for such defense, at the Tenant's or City of Lake Worth's option, any and all claims or liability and all suits and actions of every name and description that may be brought against the Tenant or City of Lake Worth which may result from the operations and activities under the Agreement whether the actions are performed by the Subtenant, its subcontractor, independent contractors, performers, artists, consultants, or by anyone directly or indirectly employed by either. This indemnification includes all costs and fees including reasonable attorney's fees, paralegal expenses, and costs at both the trial and appellate levels. The indemnity obligation of the Subtenant shall survive expiration or termination of this Agreement.

3. **Insurance.** Subtenant shall, at its expense continue in force during the life of the contract, commercial general liability, including public and contractual liability insurance in the amount of $1,000,000.00 per occurrence ($2,000,000.00 aggregate) to protect the firm from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the contract, whether such operations be by the firm or by anyone directly or indirectly employed by or contracting with the firm. All personal property of Subtenant located in the Property shall be placed therein at Subtenant's sole risk and Tenant shall have no liability for any loss or damage suffered to such personal property unless such damage is proximately caused by the negligence of Tenant. Subtenant shall also procure and maintain throughout the Term a comprehensive property policy, including special perils insuring all of Subtenant's property and all improvements in an amount which will insure the replacement value of Subtenant's property and the improvements.

Any insurance policies hereunder will name Tenant and the City of Lake Worth as additional insureds, and Subtenant will furnish Tenant evidence of such insurance coverage by way of an endorsement to same or a certificate of insurance no later than (10) days prior to the Commencement Date, unless otherwise sooner requested by Tenant. All such policies shall specify that the insurer shall have no right of subrogation against the City of Lake Worth and/or the Lake Worth CRA for payments of any premiums or deductibles there under and such insurance policies shall be assumed by, credited to the account of, and undertaken at the Organization's sole risk. All such insurance will be with an insurance carrier acceptable to Tenant, and who must have a rating of no less than "excellent" by A.M. Bests. All such insurance policies may not be modified or terminated without thirty (30) days' prior written notice to Tenant.

Upon the default of Subtenant in effecting any such insurance, Tenant may procure any such comparable insurance, and/or pay the premiums and other charges incidental thereto, and any and all reasonable amounts so paid by Tenant, together with the interest thereon from the date of such payment at the rate of 10% per annum, shall be additional rent hereunder, and shall be paid with the next and subsequent installment of fixed rent, which shall become due after such payment by Tenant, it being expressly agreed that the payment by Tenant of any such premium shall not be deemed to waive or release the default in the payment thereof by Subtenant, or the right of Tenant to take such action as may be permissible hereunder, as is the case of default in the payment of fixed rent.

Subtenant will cooperate with Tenant and Tenant will cooperate with Subtenant in connection with the collection of any insurance monies that may be due in the event of loss, and will execute and deliver to Tenant such proofs of loss, and any other instruments that may be required for the purpose of facilitating the recovery of any such insurance monies, and in the event that Subtenant shall fail or neglect to so cooperate or to execute, acknowledge, and deliver any such instrument, Tenant in addition to any other remedies, may, as the agent or attorney in fact of Subtenant, execute and deliver any proofs of loss, and any other instruments as may be desirable to Tenant for the collection of such insurance monies, and Subtenant hereby irrevocably nominates, constitutes and appoints Tenant, Subtenant's proper and legal attorney in fact for such purpose, hereby ratifying all that Tenant may do as such attorney in fact of Subtenant. Tenant will cooperate with Subtenant in the same manner and to the same extent as Subtenant is required to cooperate hereunder.

ARTICLE XIII

DEFAULT

1. Events of Default. Subtenant shall be in default under this Sublease if any one or more of the following events shall occur:

A. Subtenant shall fail to pay any installment of the Rent or any other expenses called for hereunder as and when the same shall become due and payable; or

B. Subtenant shall default in the performance of or compliance with any of the other terms or provisions of this Sublease, and such default shall continue for a period of fifteen (15)

days after the giving of written notice thereof from Tenant to Subtenant, or, in the case of any such default which cannot, with bona fide due diligence, be cured within said fifteen (15) days, Subtenant shall fail to proceed within said fifteen (15) day period to cure such default and thereafter to prosecute the curing of same with all due diligence (it being intended that as to a default not susceptible of being cured with due diligence within such period of fifteen (15) days, the time within which such default may be cured shall be extended for such period as may be necessary to permit the same to be cured with bona fide due diligence); or

C. Subtenant shall assign, transfer, or encumber this Sublease or sublet the Property in any manner; or

D. Subtenant shall file a voluntary petition in bankruptcy or any Order for Relief be entered against it, or shall file any petition or answer seeking any arrangement, reorganization, composition, readjustment or similar relief under any present or future bankruptcy or other applicable law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Subtenant of all or any substantial part of Subtenant's properties; or

E. If any creditor of Subtenant shall file a petition in bankruptcy against Subtenant or for reorganization of Subtenant, under state or federal law, and if such petition is not discharged within ninety (90) days after the date on which it is filed; or

F. Subtenant shall vacate or abandon the Property, then, and in such event, or during the continuation thereof (subject to the time period described in subparagraph (B) above, Tenant may, at its option, by written notice to Subtenant, designate a date not less than five (5) days from the giving of such notice on which this Sublease shall end, and thereupon, on such date, this Sublease and all rights of Subtenant hereunder shall terminate. Such termination by Tenant shall not affect the remedies of Tenant provided in this Sublease.

2. Surrender of Property. Upon any termination of this Sublease, Subtenant shall surrender the Property to Tenant, and Tenant, at any time after such termination, may, without further notice, re-enter and repossess the Property without being liable to any prosecution or damages therefore, and no person claiming through or under Subtenant or by virtue of any statute or of any order of any court shall be entitled to possession of the Property.

3. Re-letting. At any time or from time to time after any such termination of this Sublease, Tenant may re-let the Property or any part thereof, in the name of Tenant or otherwise, for such term or terms and on such conditions as Tenant, in its sole discretion, may determine, and may collect and receive the rents therefore. Tenant shall not be responsible or liable for any failure to re-let the Property or any part thereof or for any failure to collect any rent due upon such re-letting.

4. Survival of Obligations. No termination, pursuant to this Article, shall relieve Subtenant of its liability and obligations under this Sublease, and such liability and obligations shall survive any such termination. Any Rent or other monetary obligation of Subtenant that has been abated, deferred or forgiven by Tenant in this Sublease or any amendment thereto, and the cost of all Subtenant Improvements provided or paid for by Tenant pursuant to this Sublease, shall

immediately become due and payable upon the occurrence of an event of default by Subtenant under this Sublease.

5. **Holdover.** Should Subtenant hold over and remain in possession of the Property at the expiration of any Term hereby created, Subtenant shall, by virtue of this Section, become a tenant-at-sufferance and shall pay Tenant twice the Rent per month of the last monthly installment of Rent above provided to be paid. Said tenancy shall be subject to all the conditions and covenants of this Sublease as though the same had been a tenancy-at-sufferance instead of a tenancy as provided herein, and Subtenant shall give to Tenant at least thirty (30) days prior written notice of any intention to remove from the Property, and shall be entitled to ten (10) days prior notice of any intention of Tenant to remove Subtenant from the Property in the event Tenant desires possession of the Property; provided, however, that said tenant-at-sufferance shall not be entitled to ten (10) days notice in the event the said Rent is not paid in advance without demand, the said ten (10) days written notice being hereby expressly waived.

ARTICLE XIV

REMEDIES

1. **Remedies**. Upon the occurrence of any event of default, Tenant shall be entitled to all remedies available to it under Florida law, including, but not limited to, the filing of suit for the recover of all monetary damages sustained by Tenant as a result thereof. In addition to its statutory and common law remedies in the event of a default by Subtenant, Tenant shall also be entitled, at its option, to exercise any one or more of the following remedies:

A. **Termination**. Tenant shall be entitled to declare this Sublease terminated and the term ended and/or shall have the immediate right of re-entry and may remove all persons and property from the Property in accordance with Florida law and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Subtenant, without evidence of notice and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby so long as all actions taken by Tenant were in accordance with Florida law.

B. **Right to Re-Let**. Tenant may elect to re-enter the Property, either by taking possession pursuant to legal proceedings or otherwise, and may either terminate this Sublease or it may from time to time, without terminating this Sublease, make such alterations and repairs as may be necessary in order to re-let the Property, and re-let the Property or any part thereof for such term or terms (which may be for a term extending beyond the term of this Sublease) and at such rental or rentals and upon such other terms and conditions as Tenant in its sole discretion may deem advisable. No such re-entry or taking possession of the Property by Tenant shall be construed as an election on its part to terminate this Sublease unless a written notice of such intention is given to Subtenant, or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such re-letting without termination, Tenant may at any time hereafter elect to terminate this Sublease for such previous breach. Should Tenant at any time terminate this Sublease for any breach, in addition to any other remedies it may have, it may recover from Subtenant all damages it may incur by reason of such breach,

including the cost of recovering the Property and reasonable attorney's fees, which amount shall be immediately due and payable from Subtenant to Tenant.

ARTICLE XV

QUIET ENJOYMENT

Tenant agrees that Subtenant, upon paying all Rent and all other charges herein provided for and observing and keeping the covenants, agreements, terms and conditions of this Sublease and the rules and regulations of Tenant affecting the Property on its part to be performed, shall lawfully and quietly hold, occupy and enjoy the Property during the Term hereof, expressly subject to the terms, limitations and conditions contained in this Sublease.

ARTICLE XVI

SIGNS AND OBSTRUCTION

1. **Signs.** Subtenant shall not place or suffer to be placed or maintained upon any exterior door, roof, wall or window of the Property or the Building, any sign, awning, canopy or advertising matter of any kind, and will not place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the Property except as consented to by Tenant, such consent shall not be unreasonably withheld. Said Building signage shall be subject to Tenant's reasonable approval and is subject to all appropriate governmental approvals. At Subtenant's sole expense, Subtenant agrees to maintain any such signage approved by Tenant in good condition and repair at all times and to remove the same at its sole cost and expense at the end of the Term of this Sublease. Upon removal thereof, Subtenant agrees to repair any damage to the Property caused by such installation and/or removal at Subtenant's sole expense.

2. **Obstruction.** Subtenant shall not obstruct the corridors, elevators, stairs, Common Areas, sidewalks, parking lots or other public portions of the Building or the Property in any manner whatsoever.

ARTICLE XVII

NOTICES

1. **Notices.** Any notice or other information required or authorized by this Sublease to be given by either Party to the other may be given by hand with receipt; or sent by facsimile transmission; or by certified prepaid mail, return receipt requested; or by nationally recognized overnight courier service, to the other Party at the address stated below. Such address may be changed by either respective Party at any time by giving prior written notice as herein provided. Any notice or information given pursuant to this Section shall be deemed to have been given when received by the Party to whom it has been directed.

AS TO TENANT:	Lake Worth Community Redevelopment Authority 29 South J Street Lake Worth, Florida 33460 Attention: Joan Oliva, Executive Director Telephone: (561) 493-2550 Fax No.: (561) 493-2549
With Copy to:	Goren, Cherof, Doody & Ezrol, P.A. 3099 East Commercial Boulevard, Suite 200 Fort Lauderdale, Florida 33308 Attention: David N. Tolces, Esq. Telephone: (561) 276-9400 Fax No: (954) 771-4923
AS TO SUBTENANT:	Armory Art Center, Inc. Attention: Sandra Coombs, CEO 1700 Parker Avenue West Palm Beach, FL 33401 Telephone No. _____ Fax No.: _____
With Copy to:	_____ _____ _____

ARTICLE XVIII

MISCELLANEOUS

1. **Environmental Indemnity.** Subtenant agrees to indemnify and hold Tenant and the City of Lake Worth harmless from and against any and all loss, claim, liability, damages, injuries to person, property or natural resources, cost, expense, action or cause of action, arising in connection with the release or presence of any Hazardous Substances at the Property, solely through the acts of Subtenant, its officers, employees, contractors, agents or invitees, whether foreseeable or unforeseeable, regardless of the source of such release and when such release occurred or such presence is discovered. The foregoing indemnity includes, without limitation, all costs in law or in equity of removal, remediation of any kind, and disposal of such Hazardous Substances; all costs of determining whether the Property is in compliance and to cause the Property to be in compliance with all applicable environmental laws, all costs associated with claims for damages to persons, property or natural resources, and Tenant's and the City of Lake Worth's reasonable attorneys' and consultants' fees and costs, whether or not litigation is instituted. For the purposes of definition, "Hazardous Substances" includes, without limitation, any toxic or hazardous wastes, pollutants (or substances, including, without limitation, asbestos, PCBs, petroleum products and by-products, substances defined or listed as "hazardous substances" or "toxic substances" or similarly identified in or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of

1980, as amended, 42 U.S.C. Section 9061 et. seq., hazardous materials identified in or pursuant to the Hazardous Materials Transportation Act 49 U.S.C. Section 1802 et. seq.). Nothing in this section is intended to alter or waive the Tenant's or the City of Lake Worth's entitlement to statutory or common law sovereign immunity, or to extend Tenant's or the City of Lake Worth's liability beyond the limits established in Section 768.28, Florida Statutes, as amended.

2. **Mold Exclusion.** Subtenant hereby acknowledges that Tenant has advised Subtenant that it is possible for mold/mildew/fungi/microbe-related forms to grow and affect the Property and the property therein. Subtenant agrees that Tenant shall not have any liability or responsibility whatsoever for any damage, loss, claim, or court expense arising out of or resulting from mold/mildew/fungi/microbe-related forms in the Property. Accordingly, Subtenant hereby releases Tenant, the City of Lake Worth, and their agents, employees, successors and assigns, from and against any and all claims arising out of or relating to mold/mildew/fungi/microbe-related forms or any similar situation with respect to the Property. In the event it is discovered that mold is present at the Property then Subtenant, at its sole cost and expense, shall promptly cause the mold condition to be remediated at Subtenant's sole expense unless the mold resulted from Tenant's failure to comply with its maintenance obligations under this Sublease, in which case the remediation of the mold condition shall be undertaken by Tenant at its cost and expense.

3. **Asbestos.** Subtenant shall comply with all regulations enacted by the Occupational Safety and Health Administration ("OSHA"), as set forth in Sections 1910.1001 and 1926.1101 of Tile 29 of the Code of Federal Regulations (the "OSHA Regulations"). In the event that Subtenant performs any alterations to the Property, Subtenant shall be solely responsible for any contaminant or encapsulation of asbestos-containing materials "ACM" and materials designated by OSHA as presumed asbestos-containing materials ("PACM") located in the Property, or resulting remediation made necessary as a result of Subtenant's work. In addition, the following materials, if located in properties constructed prior to 1981, must, in accordance with the OSHA Regulations , be treated as PACM; any thermal system insulation and surfacing material that is sprayed on, troweled on, or applied in some other manner, as well as any resilient flooring material installed in 1980 or earlier. Upon written request by Subtenant, Tenant shall provide Subtenant with copies of any information pertaining to ACM or PACM in Tenant's files.

4. **Radon Gas.** Pursuant to Florida Statutes, Section 404.056[6], the following disclosure is required by law: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding Radon and Radon testing may be obtained from your county public health unit.

7. **Governing Law**. This Sublease shall be governed by and construed in accordance with the laws of the State of Florida, and in the event litigation arises between the parties in connection with any of the terms of this Sublease, exclusive venue shall lie in the Circuit Court in Palm Beach County, Florida. If any provision of this Sublease or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Sublease shall remain in full force and effect. The captions, headings and titles in this Sublease are solely for convenience of reference and shall not affect its interpretation. This

Sublease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Sublease to be drafted. Each covenant, agreement, obligation or other provision of this Sublease on Subtenant's part to be performed shall be deemed and construed as a separate and independent covenant of Subtenant, not dependent on any other provision of this Sublease. All terms and words used in this Sublease, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender, as the context may require.

8. **No Partnership or Joint Venture.** Nothing contained in this Sublease will be deemed or construed to create a partnership or joint venture between Tenant and Subtenant, or to create any other relationship between the parties other than that of Tenant and Subtenant.

9. **Capacity to Execute Sublease.** If Subtenant is other than a natural person, Subtenant represents that it is legally constituted, in good standing and authorized to conduct business in the State of Florida. Subtenant further represents that the person who is executing this Sublease on its behalf has the full power and authority to perform such execution and deliver the Lease to Tenant, and that upon such execution and delivery, the Sublease shall be valid and binding upon Subtenant in accordance with its respective terms and conditions.

10. **Exculpation of Tenant.** Tenant's obligations and liability to Subtenant with respect to this Sublease shall be limited solely to Tenant's interest in the Property and neither Tenant, nor any officer, agent, or representative of Tenant, shall have any personal liability whatsoever with respect to this Sublease.

11. **Waiver of Trial by Jury.** IT IS MUTUALLY AGREED BY AND BETWEEN TENANT AND SUBTENANT THAT THE RESPECTIVE PARTIES HERETO SHALL, AND THEY HEREBY DO, WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS SUBLEASE, THE RELATIONSHIP OF TENANT AND SUBTENANT OR SUBTENANT'S USE OR OCCUPANCY OF THE PROPERTY, OR BY ANY COURSE OF CONDUCT OR COURSE OF DEALING.

12. **Entire Agreement.** This Sublease constitutes the entire understanding between the parties and shall bind the parties, their successors and assigns. No representations, except as herein expressly set forth, have been made by either party to the other, and this Sublease cannot be amended or modified except by a writing signed by Tenant and Subtenant.

13. **Sale of Property by Tenant.** The parties agree that City of Lake Worth has the right to sell the Property, subject to this Sublease, at any time during the Sublease Term.

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above written.

TENANT:

ATTEST:

LAKE WORTH COMMUNITY REDEVELOPMENT AGENCY

_____
Joan Oliva, Executive Director

By: _____
Cary Sabol, Chair

SUBTENANT:

ATTEST:

ARMORY ART CENTER, INC., a Florida not for profit corporation

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

STATE OF _____

COUNTY OF _____

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ and _____ as _____ and Secretary, respectively, of the Armory Art Center, Inc., and acknowledged executed the foregoing Agreement as the proper official of the Armory Art Center, Inc. for the use and purposes mentioned in it and affixed the official seal of the Armory Art Center, Inc. and that the instrument is the act and deed of the Armory Art Center, Inc..

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this____ day of _____, 2014.

_____
NOTARY PUBLIC

My Commission Expires:

DNT:dnt
C:\Users\DTolces\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.MSO\16C4EC9D.docm

LIST OF EXHIBITS

1. **EXHIBIT "A" – LEGAL DESCRIPTION OF THE PROPERTY**

2. **EXHIBIT "B" – LEASE BETWEEN CITY AND CRA**

Exhibit "A"

Legal Description for 1121 Lucerne Avenue

38-43-44-21-15-515-0010

TOWN OF LAKE WORTH LTS 1 TO 6 & LTS 11TO 16 INC BLK F

Exhibit "B"

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), made and entered into on October 15, 2013, by and between **THE CITY OF LAKE WORTH**, a municipal corporation of the State of Florida, hereinafter referred to as "Landlord", and **THE LAKE WORTH COMMUNITY REDEVELOPMENT AGENCY**, a public agency created pursuant to Part III, Chapter 163, Florida Statutes, hereinafter referred to as "Tenant".

WITNESSETH:

WHEREAS, Landlord is the owner of certain real property in Palm Beach County, Florida, located at 1121 Lucerne Avenue, Lake Worth, Florida, 33460, which property is legally described in Exhibit "A" attached hereto and by reference made a part hereof (the "Property"); and

WHEREAS, Tenant desires to lease the Property in order to rehabilitate and convert the exiting Shuffleboard Courts Community Center into a new Community Cultural Facility that will provide a location for the promotion of culture and arts in the City of Lake Worth; and

WHEREAS, Landlord is willing to lease the Property to the Tenant for the purposes hereinafter defined.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter reserved and contained on the part of the Tenant to be observed and performed, the Landlord demises and leases to Tenant, and the Tenant rents from Landlord the Premises as hereinafter defined upon the following terms and conditions:

ARTICLE I
BASIC LEASE PROVISIONS

Section 1.01 Premises.

The Premises subject to this Lease shall consist of the Property together with any improvements now existing or constructed hereinafter thereon.

Section 1.02 Length of Term and Commencement Date.

The term of this Lease shall commence October 1, 2013 for purposes of commencing renovations and occupancy by Tenant and shall extend for a period of one (1) year thereafter (the "Term"), unless sooner terminated pursuant to the provisions of this Lease. The Term may be extended upon mutual, written agreement of the parties for additional one (1) year terms upon the execution of a written amendment to this Agreement.

Section 1.03 Effective Date.

This Lease is expressly contingent upon the approval of the Tenant's governing body and shall become effective only when signed by all parties and approved by the City of Lake Worth City Commission.

ARTICLE II
RENT

Section 2.01 Rent Free Occupancy.

In consideration of the improvements constructed by Tenant pursuant to the terms of this Lease, Tenant shall be entitled to use and occupy the Premises without payment of rent or any additional consideration, except as expressly provided herein.

Section 2.02 Assessments.

The parties acknowledge that both parties are exempt from the imposition of ad valorem and other taxes. In the event of the imposition of any ad valorem taxes, special assessments or other charges, Landlord and Tenant agree to negotiate, in good faith, the parties' respective payment obligations which may arise under this Lease or the Tenant's use of the Premises.

ARTICLE III
CONDUCT OF BUSINESS AND USE OF PREMISES BY TENANT

Section 3.01 Use of Premises.

The Premises shall be rehabilitated, converted and used for the establishment and operation of a Community Cultural Facility. Tenant shall not use, permit, or suffer the use of the Premises for any other purpose whatsoever without the prior written consent of Landlord which consent shall not be unreasonably withheld. Tenant's obligations under this Lease are contingent upon such use of the Premises being in compliance with all applicable zoning laws, rules, and regulations affecting the Premises. Arts and cultural programming shall have a priority over all other uses of the Premises, subject to any specific written requests by the Landlord to use the Premises.

Section 3.02 Conduct.

Tenant shall not commit waste upon the Premises, nor maintain, commit, or permit the maintenance or commission of a nuisance thereon, or use the Premises for any unlawful purpose. Tenant acknowledges that its employees and the Premises shall, throughout the Term of this Lease, be in full compliance with all federal, state, Tenant, and local statutes, laws, rules, and regulations respecting the use and occupancy of the Premises.

Section 3.03 Hazardous Substances.

Tenant shall comply with all applicable Federal, State and local laws, regulations and ordinances protecting the environment and natural resources and regulating hazardous substances.

Section 3.04 Surrender of Premises.

Upon termination, expiration, or cancellation of this Lease, Tenant, at its sole cost and expense, shall remove Tenant's personal property and removable fixtures and equipment from the Premises, and shall surrender the Premises to the Landlord. Upon surrender of the Premises, title to any improvements constructed upon the Property shall vest in Landlord.

ARTICLE IV
ALTERATION OF LEASED PREMISES

Section 4.01 Landlord's Work.

Landlord shall not be obligated or required to perform any improvements whatsoever to the Property.

Section 4.02 Rehabilitation and Conversion.

(a) Prior to commencing the rehabilitation and conversion of the Property into the Community Cultural Facility, Tenant shall provide the Landlord with a copy of the detailed design and construction plans and specifications. Landlord shall have thirty (30) days to review the plans and specification. If the Landlord determines that the plans and specifications will likely result in a significant increase in the Landlord's costs for the Premises or will likely have a detrimental impact on the Premises, the Landlord shall notify the Tenant within said thirty (30) days and the parties shall meet to resolve such matters. If no such notification is provided, the Landlord shall be deemed to have consented to such plans and specifications. Tenant shall be solely responsible for any and all improvements, repairs, alterations or other work necessary to render the Premises suitable for Tenant's intended use. All work done by Tenant in connection with the Community Cultural Facility shall be done in a good and workmanlike manner. All design, permitting, and construction shall be performed by Tenant at its sole cost and expense. Tenant shall submit its applications for development approval and permits to the appropriate regulatory agencies for approval. Landlord shall timely execute all consents, applications, plat or re-plats, unity of title, and/or owner authorizations for such government approvals as may be required of Landlord as property owner.

(b) Upon receipt of the necessary government approvals, Tenant shall be authorized to commence the rehabilitation and conversion of the Premises into the Community Cultural Facility. Tenant shall make reasonable, good faith effort to provide Landlord with no less than thirty (30) days written notice prior to the commencement of construction. Tenant shall promptly provide Landlord with any and all changes to the detailed design and construction plans and specifications. If the Landlord determines that the changes to the plans and specifications will likely result in a significant increase in the Landlord's costs for the Premises or will likely have a detrimental impact on the Premises, the Landlord shall promptly notify the Tenant and the parties shall meet to resolve such matters. If no such notification is provided, the Landlord shall be deemed to have consented to the changes in the plans and specifications.

Section 4.03 Alterations.

After completion of the initial rehabilitation and conversion of the Premises into the Community Cultural Facility, Tenant shall be entitled to make alterations, improvements, or additions to the Premises (hereinafter, collectively "Alterations") at its sole cost and expense.

Tenant agrees and acknowledges that all Tenant's Alterations, installed on the Premises by Tenant, whether pursuant to this Section or otherwise, shall be performed and accomplished solely for the benefit and convenience of Tenant, and not for the benefit of Landlord, such Alterations being nevertheless subject to each and every provision of this Lease. Any Alterations to the Premises, shall require the prior written approval of Landlord in each instance, which approval shall not be unreasonably withheld. Tenant shall submit plans and specifications for all such Alterations to Landlord for Landlord's written approval prior to Tenant commencing work on same. Landlord shall provide a written response within thirty (30) days after receipt of request therefore by Tenant, failing which Landlord shall be deemed to have consented to such plans and specifications. All work done by Tenant in connection with any Alterations, repairs, and maintenance on the Premises shall be done in a good and workmanlike manner.

Section 4.04 Construction Liens.

Prior to the commencement of any improvements on the Premises, the Tenant shall obtain a public construction performance bond in accordance with section 255.05, Florida Statutes, if required by such statute. In the event a construction lien is filed against the Premises in connection with any work performed by or on behalf of the Landlord or Tenant, the party performing such work shall promptly cause such lien to be removed from the Premises.

ARTICLE V
REPAIRS AND MAINTENANCE OF PREMISES

Section 5.01 Responsibility of Landlord.

Landlord shall not be obligated or required to make any repairs or conduct any maintenance whatsoever to the Premises. Notwithstanding the foregoing, in the event that any maintenance or repairs to the Premises arise from any negligent or intentional act or omission of Landlord, its employees or agents, Tenant shall complete the necessary repairs and Landlord shall reimburse the Tenant for all expenses incurred by Tenant in doing so.

Section 5.02 Responsibility of Tenant.

Tenant shall maintain the Premises in good condition and repair, normal wear and tear and casualty excepted, at its sole cost and expense.

ARTICLE VI
INSURANCE

Section 6.01 Liability Insurance.

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, both the Tenant and the Landlord acknowledges to be self-insured for General Liability under Florida sovereign immunity statutes with coverage limits of $200,000 Per Person and $300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature. In the event that either the Tenant or the Landlord maintains third-party Commercial General Liability in lieu of exclusive reliance of self-insurance under section 768.28, Florida Statutes, both the Tenant and the Landlord shall maintain said insurance policies at limits not less than $500,000 combined single limit for bodily injury or property damage.

Both the Tenant and the Landlord shall maintain or be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Chapter 440, Florida Statutes. When requested, both the Tenant and the Landlord shall provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which both the Tenant and the Landlord recognize as acceptable for the foregoing coverage. Any insurance provided by a contractor operating on the Premises shall name the Landlord and the Tenant as additional insureds. Compliance with the foregoing requirements shall not relieve either the Tenant or the Landlord of its liability and obligations under this Lease.

Section 6.02 Personal Property.

All of Tenant's personal property placed or moved in the Premises shall be at the risk of the Tenant or the owner thereof. Except as otherwise provided herein, Landlord shall not be liable for any damage to such personal property, except to the extent caused by the Landlord, its agents', or its employees' willful or negligent acts or omissions.

Section 6.03 Insurance for Community Cultural Facility. Building insurance may be provided by Tenant at its option, with Tenant as the sole beneficiary of any proceeds as a result of loss.

ARTICLE VII
DAMAGE OR DESTRUCTION OF PREMISES AND/OR TENANT'S ALTERATIONS

In the event the Premises shall be destroyed or so damaged or injured by fire or other casualty during the Term of this Lease, or any extension thereof, whereby the same shall be rendered untenable, in whole or in part, Tenant shall have the right to terminate this Lease, whereupon the parties shall be relieved of all further obligations hereunder occurring subsequent to the date of such casualty. In the event Tenant exercises its right to terminate this Lease due to any such casualty which was due to the negligence or intentional acts or omission of the Tenant, its employees or its agents, upon Landlord's written request, Tenant shall restore the Premises to the condition it was in as of the Effective Date of this Lease. In the event Tenant does not exercise its right to terminate this Lease due to any such casualty, Tenant shall promptly commence restoration of the Premises and diligently pursue such restoration to completion using materials of like kind and quality or better. Notwithstanding the above, nothing contained herein shall obligate Tenant to restore the Premises.

ARTICLE VIII
INDEMNIFICATION

The parties acknowledge that the other party is a governmental entity that is liable for its own actions and negligence, and, to the extent permitted by law, and subject to the limitations contained in Section 768.28, Florida Statutes, shall indemnify, defend and hold harmless the other party against any actions, claims or damages arising out of the indemnifying party's negligent, willful, or intentional acts or omissions in connection with this Lease. The foregoing indemnification shall not constitute a waiver of a parties' entitlement to sovereign immunity beyond the limits set forth in section 768.28, Florida Statutes, nor shall the same be construed to

constitute agreement by either party to indemnify the other party for such party's negligent, willful, or intentional acts or omissions.

ARTICLE IX
UTILITIES AND SERVICES

Landlord shall be solely responsible for and promptly pay directly to the utility company or the provider of such service all charges or assessments for water, gas, electricity, cable, trash collection and removal and any other utilities. Landlord shall not be liable for an interruption or failure in the supply of such service to the Premises resulting from a failure of the utility company (regardless of whether it is the Landlord's utility or otherwise) to provide service to the Premises.

ARTICLE X
ASSIGNMENT AND SUBLETTING

Neither the Tenant nor the Landlord may assign, mortgage, pledge, or encumber this Lease in whole or in part, without the other party's prior written consent, which shall not be unreasonably withheld. In the event of an approved assignment, Tenant or Landlord shall be released from any further obligations hereunder, as applicable. In the event of an approved sale, mortgage, pledge, or encumbrance of the Property by Landlord, such sale, mortgage, pledge, or encumbrance of the Property shall be subject to the terms of this Lease. The Tenant is authorized to enter into subleases with third parties for the sublease of the Premises for the purpose of providing exhibition, performance, and classroom space during the term of this Lease.

ARTICLE XI
DEFAULT

Section 11.01 Default by Tenant.

The occurrence of any one or more of the following shall constitute an Event of Default by Tenant under this Lease: (i) failure by Tenant to perform or observe any of the agreements, covenants, or conditions contained in this Lease on Tenant's part to be performed or observed for more than thirty (30) days after notice from Landlord of such failure; (ii) Tenant's vacating or abandoning the Premises; or (iii) Tenant's leasehold estate being taken by execution, attachment, or process of law. If any Event of Default occurs, then, at any time thereafter while the Event of Default continues, Landlord shall have the right to give Tenant notice that Landlord intends to terminate this Lease upon a specified date not less than thirty (30) days after the date notice is received by Tenant, and this Lease shall then expire on the date specified as if that date had been originally fixed as the expiration date of the Term of this Lease. If, however, the default is cured within such period or within a reasonable period thereafter if the same cannot be cured within such period, provided that Tenant diligently proceeds with the curing of the default and undertakes such cure within such period and the Landlord is so notified, this Lease shall continue.

Section 11.02 Default by Landlord.

Landlord shall be in default of this Lease if Landlord shall fail to observe or perform any term, covenant, or condition of this Lease on the Landlord's part to be observed or performed, and the Landlord fails to remedy the same within thirty (30) days after notice from Tenant. In the event the default is of such a nature that it cannot be reasonably cured within the foregoing thirty (30) day period, Landlord shall be entitled to a reasonable period of time under the circumstances in which to cure said default, provided that Landlord diligently proceeds with the curing of the default. In the event that the default is not cured by Landlord within the foregoing time period, Tenant, at Tenant's option, may either cure said default and Landlord shall reimburse Tenant for all expenses incurred by Tenant in doing so, or Tenant may give to the Landlord thirty (30) days' notice specifying that the Tenant intends to terminate this Lease. Upon receipt of said notice and expiration of the thirty (30) day period, this Lease and all obligations of Tenant hereunder shall terminate and Tenant shall thereupon be relieved of all further obligations hereunder.

ARTICLE XII
ACCESS BY LANDLORD

At all times under this Lease, subject to the provisions contained herein, Landlord and Landlord's agents and employees shall have the right to enter upon the Premises at all reasonable times to examine the same. Landlord shall provide Tenant with twenty four (24) hours advance notice prior to exercising such right except in an emergency in which event no notice shall be required and Landlord shall exercise such right in a manner which minimizes the impact upon Tenant's use of the Premises.

ARTICLE XIII
ANNUAL BUDGETARY FUNDING/CANCELLATION

This Lease and all obligations of Tenant and Landlord hereunder are subject to and contingent upon annual budgetary funding by the Tenant's governing body. Notwithstanding anything in this Lease to the contrary, Tenant and Landlord shall have the right to cancel this Lease for any reason related to annual budgetary funding upon ninety (90) days prior written notice to the other party, whereupon the parties shall be relieved of all further obligations hereunder.

ARTICLE XIV
QUIET ENJOYMENT

Upon the observance and performance of all the covenants, terms, and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term hereby demised and any extensions thereof without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through, or under the Landlord.

ARTICLE XV
CONDEMNATION

If all or part of the Premises shall be taken, condemned or conveyed pursuant to agreement in lieu of condemnation for public or quasi public use, the entire compensation or award therefore, including any severance damages, shall be apportioned between Landlord and Tenant in proportion to the value of their respective interests. Tenant shall also be entitled to receive compensation for the value of any Alterations, Affected Alterations or other improvements made by Tenant to the Premises and moving expenses. In addition, Tenant may elect to terminate this Lease in which event this Lease shall terminate effective as of the date title is vested in the condemning authority, whereupon the parties shall be relieved of all further obligations occurring subsequent to the date of termination other than those relating to apportionment of the compensation for such condemnation. In the event the Tenant elects to terminate this Lease as provided in this Article, Tenant will be allowed not less than sixty (60) days' notice to remove its property from the Premises.

ARTICLE XVI
MISCELLANEOUS

Section 16.01 Waiver, Accord and Satisfaction.

The waiver by Landlord or Tenant of any default of any term, condition, or covenant herein contained shall not be a waiver of such term, condition, or covenant, or any subsequent default of the same or any other term, condition, or covenant herein contained. The consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent similar act by Tenant.

Section 16.02 Public Entity Crimes.

As provided in sections 287.132-133, Florida Statutes, Landlord and Tenant hereby certifies that neither Landlord, Tenant nor their employees, who will perform hereunder, have been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) month period immediately preceding the Effective Date of the Term of this Lease. This certification is required pursuant to section 287.133(3)(a), Florida Statutes.

Section 16.03 Entire Agreement.

This Lease and the Exhibit attached hereto constitute all agreements, conditions, and understandings between Landlord and Tenant concerning the Premises. All representations, either oral or written, shall be deemed to be merged into this Lease. Except as herein otherwise provided, no subsequent alteration, waiver, change, or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

Section 16.04 Notices.

All notices, consents, approvals, and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), or alternatively shall be sent by United

States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the Landlord at:

City of Lake Worth
Attention: City Manager
7 North Dixie Highway
Lake Worth, Florida 33460

(b) If to the Tenant at:

Lake Worth Community Redevelopment Agency
Attn: Executive Director
29 South J Street, Unit 1
Lake Worth, FL 33460

Any party may from time to time change the address to which notice under this Lease shall be given such party, upon three (3) days prior written notice to the other parties.

Section 16.05 Severability.

If any term of this Lease, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application or such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 16.06 Captions.

The captions in this Lease are included for convenience only and shall not be taken into consideration in any construction or interpretations of this Lease or any of its provisions.

Section 16.07 Recording.

Either party shall be entitled to record this Lease or a Memorandum of Lease in the public records of Palm Beach County for the purpose of providing public notice of each party's interest in the Premises. However, such recording shall not occur until Tenant has provided Landlord with notice that the Tenant has been awarded the Grant.

Section 16.08 Waiver of Jury Trial.

THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER IN CONNECTION WITH THIS LEASE.

Section 16.09 Governing Law and Venue.

This Lease shall be governed by and interpreted according to the laws of the State of Florida and venue shall be in a state court of competent jurisdiction in Palm Beach County.

Section 16.10 Time of Essence.

Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

Section 16.11 Benefit and Binding Effect.

This Lease shall be binding upon and inure to the benefit of the heirs, successors, legal representatives, and assigns of the parties hereto.

Section 16.12 Radon.

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from Tenant's public health unit.

Section 16.13 Non-Exclusivity of Remedies.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 16.14 Non-Discrimination.

The parties agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, sexual orientation, or gender identity or expression, be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Lease.

Section 16.15 Construction.

No party shall be considered the author of this Lease since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Lease shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Lease and the same shall remain in full force and effect.

Section 16.16 Incorporation by Reference.

The Whereas clauses and Exhibit attached hereto and referenced herein shall be deemed to be incorporated into this Lease by reference.

Section 16.17 Palm Beach County Office of the Inspector General.

Pursuant to Ordinance No. 2009-049, Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present and proposed contracts, transactions, accounts and records. All parties hereto shall fully cooperate with the Inspector General. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the Landlord and its officers, agents, employees, and lobbyists in order to ensure compliance with the lease specifications and to detect waste, corruption and fraud.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease, or have caused the same to be executed, as of the day and year first above written.

LANDLORD:

Witnesses:

Print name: Kim E. Bureau

Print name: SILVINA DONALDSON

CITY OF LAKE WORTH, FLORIDA

Pam Triolo, Mayor

ATTEST:

Pamela J. Lopez, City Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, City Attorney

TENANT:

LAKE WORTH COMMUNITY REDEVELOPMENT AGENCY

Madlyn McKendry, Vice Chair

Witnesses:

Print name: Chris Dabros

Print name: EMILY THEODOSSIADOS

ATTEST:

Joan Oliva, Executive Director

H:_GOV CLIENTS\LWCRA 1468\040459\2013 AGMT\CRA lease agreement shuffleboards center (clean).docx

EXHIBIT "A"
LEGAL DESCRIPTION OF PREMISES

Lots 1 to 6 and Lots 11 to 16, Block F, TOWNSITE OF LUCERNE (N/K/A LAKE WORTH)

Parcel Control Number: 38-43-44-21-15-515-0010

LAKE WORTH

COMMUNITY REDEVELOPMENT AGENCY

29 SOUTH J STREET, SUITE 1
LAKE WORTH, FLORIDA 33460-3787
www.lakeworthcra.org

Phone: (561) 493-2550
Fax: (561) 493-2549

MEMORANDUM

TO: Chair, Vice Chair and Members of the CRA Board

FROM: Emily Theodossakos, Marketing & Programs Manager

DATE: February 11, 2014

SUBJECT: Shuffleboard Court Lease and Arts Center Responses

EXPLANATION

Last June the CRA, in partnership with the City of Lake Worth, submitted a grant application to the State of Florida, Cultural Affairs Division for a Cultural Facilities Grant. The featured project was the rehabilitation of the Shuffleboard Courts (SBC) Building into an Arts Center **(Exhibit "A")**. In September the CRA Board approved the lease agreement with the City of Lake Worth and the advertisement of the RFP (**Exhibit "B"**) for the proposed "Arts Center" located at 1121 Lucerne Avenue, also known as the Shuffleboard Courts Building. The goal of making this space active is to improve the social, economic and cultural conditions of Lake Worth's community through meaningful, quality arts programming.

The request for proposals closed on December 13, 2013 and the CRA received 2 separate responses from Arts & Culture Agencies located in Palm Beach County. Both responses are included in your packets as **"Exhibit C"**. The agencies are as follows:

Armory Art Center- Formed in 1986 the Armory's mission is to provide high-quality visual art school and art gallery services that stimulate personal self-discovery and generate knowledge and awareness of art as part of life. Over the past twenty-five years the Armory has educated students, recently increasing the student population (youth have increased 50% in the past two years), and exhibited works of art in more than 400 shows. Visiting Master Artists from all over the United States have taught special classes; the opportunity to hone their artistic skills has been made available to more than 30 Artists-In-Residence, promising young artists given the opportunity to create a body of work while teaching. The Armory Art Center provides high quality art instruction to the community in many media. It serves a diverse cultural and cross-generational student body. www.armoryart.org

Educational Gallery Group "Eg2"- The community of Young Artists (Eg^2) was created as a space to showcase the visual and performing art talents of all students in Palm Beach County. This non-profit organization was started by Visual Arts teachers, located in Palm Beach County,

Florida. The goal is to give any child in our county attending public, private, or home school, an opportunity to display their art or perform in a public setting. For many of these students it is an experience that they will remember for the rest of their lives. For some, it is the catalyst that will determine a life-long commitment or career in the arts. www.egsquared.org

On January 16, 2014 a panel met to discuss the sub lease of the "Arts Center". The panel consisted of the members listed below:

Rena Blades – Cultural Council of Palm Beach County
Emily Theodossakos – Lake Worth CRA
William Waters – City of Lake Worth
Craig McInnis – Local Artist
Madlyn McKendry – Lake Worth CRA Board

During the meeting a brief overview of the Request for Proposals and submissions was given. Each group was given the opportunity to ask the proposers direct questions regarding their submissions. The minutes taken from this meeting are included in your packet as **"Exhibit D"**.

The Committee Members ranked the submissions. Scores were based on the submitters Ability (15 points), Public Benefit (15 points), Financial Stability (15 points), and Growth in the Program (20 points), Diversity (15 points) & Compatibility (20 points) for a total possible score of 100.

Below is the tally of votes for all committee members:

Committee Member	Armory Art Center	EG Squared
Craig McInnis	93	96
Emily Theodossakos	90	85
Rena Blades	92	93
Madlyn McKendry	94	83
William Waters	92	90
TOTAL:	**461**	**447**

Based on the votes, the Committee recommends that the CRA Board enter into an agreement with the Armory Art Center to sub-lease building at 1121 Lucerne Avenue.

Since that meeting CRA Staff has been working closely with CRA Legal Counsel to develop a sublease agreement with the Armory. The draft sublease agreement is included in the packet at **"Exhibit E"** for your review.

If the Board chooses to approve the sub lease with the Armory Art Center it will provide local residents with greater opportunities to use their discretionary spending locally. By using art as an industry cluster and promoting entrepreneurship in the City, jobs are created, revenues are generated and people want to visit and spend.

RECOMMENDATION
Staff recommends the CRA Board approve both the Sub-Lease Agreement with the Armory Arts Center.

PALM BEACH COUNTY PROPERTY APPRAISER

N
W E
S

created by: PBC Property Appraiser

38434421155150010

1:1,128

0 0.0075 0.015 0

0 0.0125 0.025

Exhibit "A"

Gary R. Nikolits, CFA
Property Appraiser
Palm Beach County

Property Appraiser's Public Access PAPA

Owner Name: LAKE WORTH CITY OF
Parcel Control Number: 38-43-44-21-15-515-0010
Location Address: 1121 LUCERNE AVE

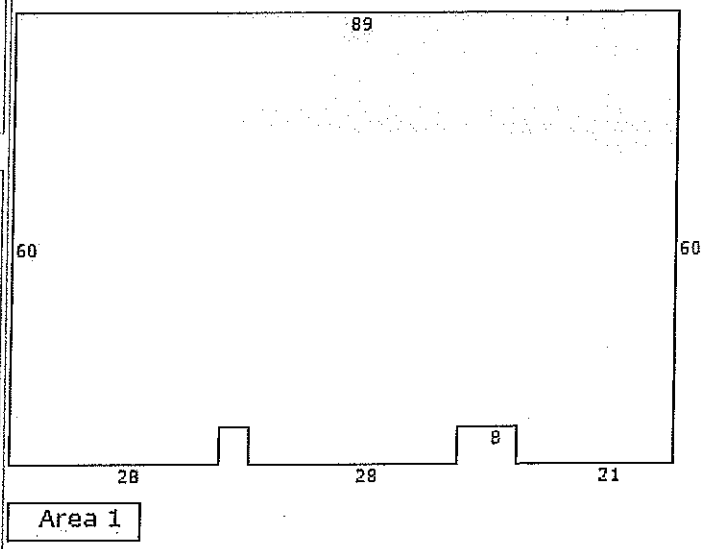
Structural Element for Building 1

1.	YEAR BUILT	1964
2.	CLUBHOUSE/RECREATION BLDG	5280

Subarea and Sq. Footage for Building 1

No.	Code Description	Sq. Footage
1.	CLUBHOUSE/RECREATION BLDG	5280
	Total Square Footage :	5280

Sketch for Building 1



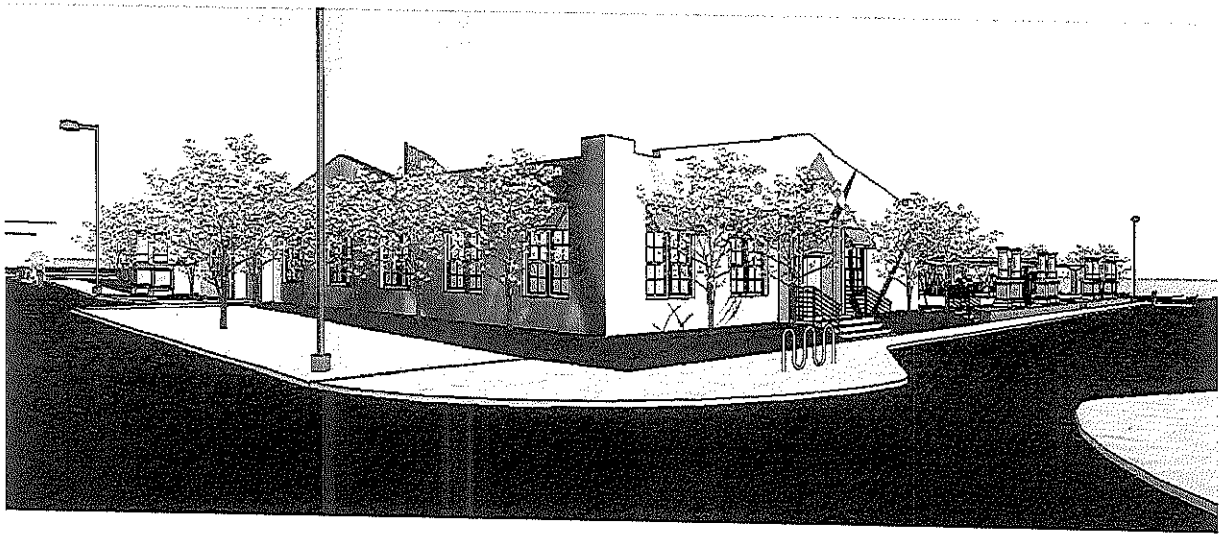
Extra Feature

Description	Year Built	Units
PAVING- ASPHALT	1964	8360
WALKWAY-CONCRETE	1964	390
SHELTER PICNIC	1964	9978
SHUFFLEBOARD COURT	1965	312
WALL	1964	1080
PAVING- ASPHALT	1964	17400

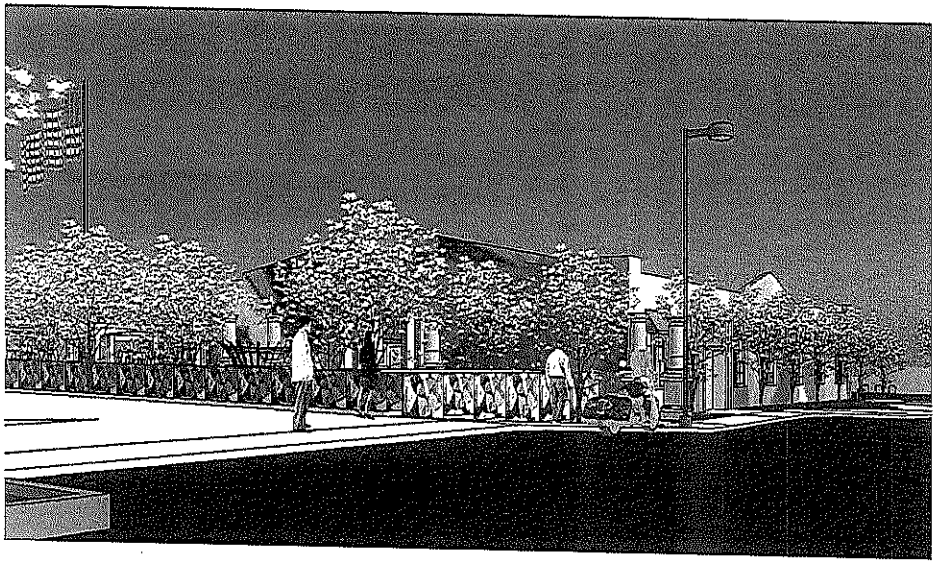
Unit may represent the perimeter, square footage, linear footage, total number or other measurement of the feature depending on the feature described.

Land Details

Land Line #	Description	Zoning	Sq. Footage	Acres
1.	MUNICIPALLY OWNED		42000	0.9642



3D STREET VIEW - NORTHWEST CORNER - VIEW 58



3D STREET VIEW NORTHEAST CORNER - VIEW 110

ARCHITECTURE GREEN ~ LLC.

Architecture | Planning | Interior Design
4400 | Northcorp | Parkway
Palm Beach Gardens | Florida
33410 | 561-389-2109
Fl. License: AA 26002116 | IB 2601272
msb@ArchitectureGreenLLC .COM

SEAL:

MARK S. BEATTY AIA, LEED A.P. | AR 92194

City of Lake Worth
Florida

City of Lake Worth
Public Arts Display

SHEET TITLE:

3D STREET VIEW NE - NW

No.	Description	Date

Project number	2013-02
Date	03/20/13
Designed by	MSB
Drawn by	MSB
Checked by	MSB

A114

Scale

3/20/2013 1:42:47 PM

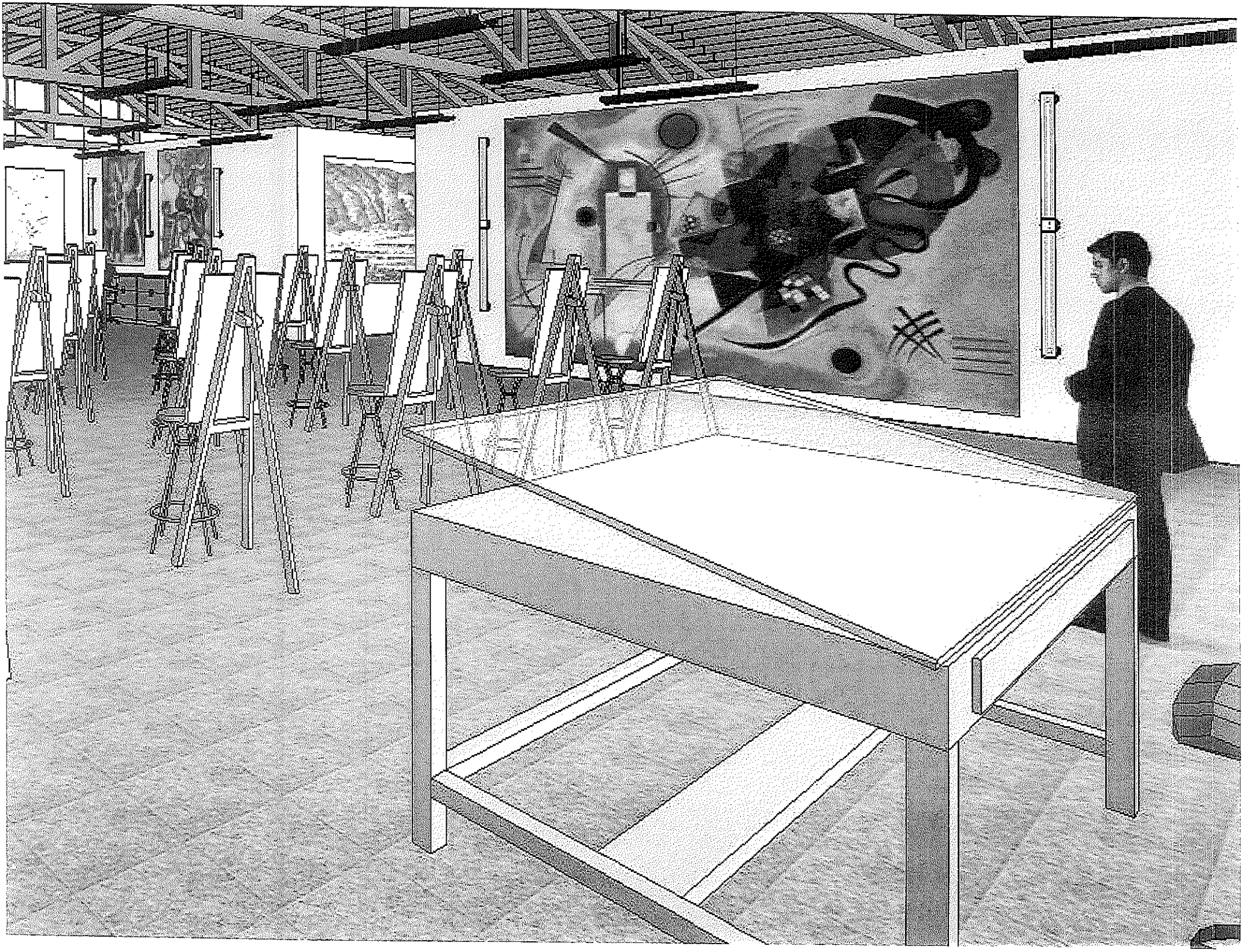


Exhibit "B"

REQUEST FOR PROPOSALS

RFP # 01-1314

FOR SUBLEASE OF TENANT SPACE

THE NEW LAKE WORTH ARTS CENTER, LOCATED AT

1121 LUCERNE AVENUE

AN OPPORTUNITY FOR NON-PROFIT ARTS

& CULTURAL BASED ORGANIZATIONS

LAKEWORTHARTS.COM

RELEASE DATE: NOVEMBER 11, 2013
SUBMISSION DEADLINE: DECEMBER 13, 2013

THE LAKE WORTH COMMUNITY REDEVELOPMENT AGENCY
29 SOUTH "J" STREET
LAKE WORTH, FL 33460
WWW.LAKEWORTHCRA.ORG AND WWW.LAKEWORTHARTS.COM

LAKE WORTH ARTS CENTER

The Lake Worth Community Redevelopment Agency began the LULA, Lake Worth Arts Program in 2008 with the goal of revitalizing the downtown area of the CRA district by infusing arts with other economic development efforts. The goal of the program includes the establishment of a cultural district to support local talent while promoting the City as a destination for the art-related businesses, art and cultural centers and educational arts-related institutions. Private investment will be attracted to the district as artistic and cultural enterprises and events that promote the revitalization of the initiative area are developed. The enactment of such a program is supported by the CRA Redevelopment Plan which includes the goals of developing housing opportunities, expansion of the economic base and the improvement of the investment image of the City.

The Lake Worth CRA is seeking a non-profit arts or cultural based organization to sublease space at the Shuffleboard Courts Building located at 1121 Lucerne Avenue. Overall management should be provided by the organization submitting a proposal while administration for the building will be provided by the CRA. The length of the sublease will be one year, with an option to lease for an additional year. The CRA is seeking one responder for varying activities both day and night to provide the public with multiple options for arts and cultural education and enhancement. Organizations with multiple programs may submit singularly or may make accommodations for other groups to use the space as they deem appropriate.

In judging the proposals, the CRA will take into consideration the mission of the arts-related organization, the organizations experience in programming and the financial and organizational stability of the organization. Because the goal of LULA is to promote the City and redevelopment efforts, other criteria will be used including, but not limited to:

- The ability of the organization to promote Lake Worth as an artistic community
- The creation of jobs, mentoring and educational opportunities for the local community, including youth
- The promotion of cultural tourism by working closely with other groups
- The ability to work collaboratively with Arts Lofts residents, downtown merchants and other arts and cultural related agencies
- The ability to strengthen Lake Worth's position as an arts and entertainment destination

The CRA reserves the right to choose one or multiple organizations to occupy the facilities and will consider each organization's proposed schedule and needs. Groups chosen to sub-lease the space must be flexible and ready to negotiate a lease in the short-term.

Proposers should submit one original, eight (8) copies and one digital copy, sealed and marked, "LULA Lake Worth Arts, proposal for Arts Center." These packets are to be delivered to the CRA at 29 South "J" Street, Lake Worth by 3pm on December 13, 2013.

Time is of the essence and any proposal received after **3:00 p.m. on December 13, 2013**, whether by mail or otherwise will not be considered. Proposals shall be placed in a sealed envelope, marked in the lower

left-hand corner with the RFP number, title, and date and hour proposals are scheduled to be received. Proposers are responsible for insuring that their proposal is delivered and stamped by CRA Office personnel by the deadline indicated. The CRA reserves the right in its sole discretion to reject any or all proposals and/or to waive all nonmaterial irregularities on any and all proposals. All costs and expenses, including reasonable attorney's fees, incurred by any firm in preparing and responding to this RFP are the sole responsibility of the responding firm including without limitation any and all costs and fees related to a protest. All submitted materials become the property of the Lake Worth CRA.

Interested parties may obtain a copy of the RFP by contacting the CRA at 561.493.2550 or from the CRA's website at www.lakeworthcra.org and www.lakeworthartsc.com

All proposals must be delivered or mailed to:

Lake Worth Community Redevelopment Agency
29 South "J" Street
Lake Worth, FL 33460
Attn: Chris Dabros
cdabros@lakeworth.org

ENVELOPE MUST BE IDENTIFIED AS RFP #01-1314

The documents included or incorporated in this RFP constitute the complete set of instructions, scope of work, specification requirements and forms. It is the responsibility of the Proposer to insure that all pages are included. Therefore, all Proposers are advised to closely examine this RFP.

All proposals must be typed or written in ink, and must be signed in ink by an officer having authority to bind the company. Signatures are required where indicated; failure to do so shall be cause for rejection of proposal.

Changes and Interpretations

Changes to this RFP will be made by written addenda. A written addendum is the only official method whereby interpretation, clarification or additional information can be given. All addenda will be posted on the CRA's website - www.lakeworthcra.org. It is the sole responsibility of each Proposer to check the CRA's website for posted addenda. The CRA will not mail or fax any addenda to a Proposer.

All questions regarding this RFP should be submitted in writing via mail or e-mail and must be received by the CRA no later than ten (10) calendar days prior to the due date for proposals:

CRA Office
Chris Dabros, Project Manager
29 South "J" Street
Lake Worth, FL 33460
cdabros@LakeWorth.org

All questions will be answered via addenda. If a question is not answered, the Proposer should assume all relevant information is contained within this RFP. The CRA will strive to issue all addenda at least three (3) business days before the proposal due date; however, the CRA reserves the right to issue any addenda at any time.

Property of the CRA

All materials submitted in response to this RFP become the property of the CRA. The CRA has the right to use any or all ideas presented in any response to this RFP, whether amended or not, and selection or rejection of a proposal(s) does not affect this right. No variances to this provision shall be accepted.

RFP Timetable

The anticipated schedule for this RFP and contract approval is as follows:

▪ Proposal Response Due	December 13, 2013 at 3:00 PM
▪ Short List Announcement	December 30, 2013
▪ Proposal Selection by Committee	January 16, 2014
▪ Proposal Approved by CRA Board	January 28, 2014

The CRA reserves the right to amend the anticipated schedule as it deems necessary.

Cone of Silence

In accordance with the Palm Beach County Lobbyist Registration Ordinance and the City of Lake Worth's procurement code, the City's procurement cone of silence will be in effect as of the due date for proposers in response to this RFP. A complete copy of the City's procurement code is available on-line and at municode.com under the City's code of ordinances (Sections 2-111-2-117). All proposers are highly encouraged to review the ordinance. In summary, the code of silence prohibits communication between certain City/CRA official's employees and agents and any entity or person seeking to be awarded a contract. The cone of silence terminates at the time of award, rejection of all responses or some other action by the City/CRA to end the selection process.

Ethics Requirement

This RFP is subject to the State of Florida Code of Ethics and the Palm Beach County Code of Ethics. Accordingly, there are prohibitions and limitations on the employment of City officials and employees and contractual relationships providing a benefit to the same. Proposers are highly encouraged to review both the Florida Code of Ethics and the Palm Beach County Code of Ethics in order to insure compliance with the same.

Disclosure and Disclaimer

The information contained herein is provided solely for the convenience of Proposers. It is the responsibility of a Proposer to assure itself that information contained herein is accurate and complete. Neither the CRA, nor its advisors provide any assurances as to the accuracy of any information in this RFP. Any reliance on the contents of this RFP, or on any communications with CRA representatives or advisors, shall be at each Proposer's own risk. Proposers should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The RFP is being provided by the CRA without any warranty or representation, express or implied, as to its content, accuracy or completeness and no Proposer or other party shall have recourse to the CRA if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the CRA that any proposal conforming to these requirements will be selected for consideration, negotiation or approval.

In its sole discretion, the CRA may withdraw this RFP either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the non-material provisions of this RFP. In its sole discretion, the CRA may determine the qualifications and acceptability of any firm or firms submitting proposals in response to this RFP. Following submission of a proposal, the Proposer agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the proposal and/or the Proposer, including the Proposer's affiliates,

officers, directors, shareholders, partners and employees, as requested by the CRA. Any action taken by the CRA in response to proposals made pursuant to this RFP or in making any award or failure or refusal to make any award pursuant to such proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the CRA, or their advisors.

Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this RFP is at the sole risk and responsibility of the party submitting such proposal.

Contract Agreement

The terms and conditions of the resulting contract for the services to be rendered will be negotiated with successful Proposer. If the CRA and the successful Proposer cannot agree on the terms and conditions of the resulting contract, the CRA reserves the right to terminate negotiations with the successful Proposers and move to the next ranked Proposer to commence negotiations. Negotiations may continue in this process until the CRA is able to enter into a contract with a Proposer that best meets the needs of the CRA.

Insurance Requirements

Prior to execution of the resulting contract derived from this RFP, the awarded firm shall obtain and maintain in force at all times during the term of the resulting contract insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the firm has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CRA. Compliance with the foregoing requirements shall not relieve the firm of its liability and obligations under the resulting contract.

A. The firm shall maintain during the term of the contract, standard Professional Liability Insurance in the minimum amount of $1,000,000.00 per occurrence.

B. The firm shall maintain, during the life of the contract, commercial general liability, including public and contractual liability insurance in the amount of $1,000,000.00 per occurrence ($2,000,000.00 aggregate) to protect the firm from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the contract, whether such operations be by the firm or by anyone directly or indirectly employed by or contracting with the firm.

C. The firm shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the firm shall specifically include the Lake Worth CRA and the City of Lake Worth as an "Additional Insured".

Evaluation and Award

The CRA will assemble an Evaluation Committee to evaluate the proposals from Proposers. The Evaluation Committee will convene for a public meeting to evaluate and rank the most advantageous proposals and make a recommendation for contract award to the CRA Board. CRA Staff will notify all submitting Proposers and advertise the Evaluation Committee meeting in the appropriate media as directed by law. The CRA Board is not bound by the recommendation of the Evaluation Committee and the CRA Board may

deviate from the recommendation in determining the best overall responsive proposal which is most advantageous and in the best interest of the CRA District.

Each Proposal will be evaluated individually and in the context of all other proposals. Proposals must be fully responsive to the requirements described in this RFP and to any subsequent requests for clarification or additional information made by the City through written addenda to this RFP. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFP, may be disqualified. The CRA reserves the right to award the contract to the Proposer submitting the best overall responsive proposal which is most advantageous and in the best interest of the CRA District. The CRA shall be the sole judge of the proposals and the resulting contract that is in its best interest and its decision shall be final.

While the CRA allows Proposers to specify any desired variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining the Proposer who is most advantageous to the CRA. **Evaluation Scoring Criteria has been incorporated into the RFP document.**

Representations by Submittal of Proposals

By submitting a proposal, the Proposer warrants, represents and declares that:

A. Person(s) designated as principal(s) of the Proposer are named and that no other person(s) other than those therein mentioned has (have) any interest in the proposal or in the anticipated contract.

B. The proposal is made without connection, coordination or cooperation with any other persons, company, firm or party submitting another proposal, and that the proposal submitted is, in all respects, fair and in good faith without collusion or fraud.

C. The Proposer understands and agrees to all elements of the proposal unless otherwise indicated or negotiated, and that the proposal may become part of any contract entered into between the CRA and the Proposer.

D. By signing and submitting a proposal, Proposer certifies that Proposer and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects.

E. Pursuant to 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted firm list maintained by the State of Florida may not submit a proposal to the CRA/City of Lake Worth for 36 months following the date of being placed on the convicted firm list. Proposer certifies that submittal of its proposal does not violate this statute.

F. Proposer recognizes and agrees that the CRA will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure or submittal of proposal information to third parties.

Protests

Any actual Proposer who is aggrieved in connection with this RFP may protest such procurement. The protest must be filed with the CRA in accordance with the City's procurement code. A complete copy of the City's procurement code is available on-line at municode.com under the City's code of ordinances (sections

2-111 – 2-117). The protest procedures are set forth at section 2-115. There are strict deadlines for filing a protest. Failure to abide by the deadlines will result in a waiver of the protest.

Compliance

All proposals received in accordance with this RFP shall be subject to applicable Florida Statutes governing public records including without limitation Chapter 119, Florida Statutes.

END OF GENERAL INFORMATION

The Program

Arts are an integral part of the fabric of our community. Arts also contribute significantly to economic vitality, quality of life and education for our children. The Lake Worth CRA has the desire to support the arts and help provide the critical link between artists, business and the overall economic health of the City. We also know that supporting the arts requires a strategic approach that encourages cooperation and builds synergy through education and community participation. This approach has been named LULA, Lake Worth Arts. LULA's mission will help facilitate the development of economic recovery. As such, the arts are an essential component of a complete redevelopment strategy that includes residential and commercial development, transportation, infrastructure and education. The strategic plan includes the following components:

- Expand the Arts district boundaries
- Tailor zoning to suit artist-related needs and allow artists live/work space
- Create a strong image through marketing for artists and other district businesses
- Grant writing for the solicitation and procurement of funding which is necessary to the development of the program
- Coordinate arts and cultural events ,programming and annual professional membership fees
- Create tools for implementation which include partnerships and fundraising
- Commit and secure financial incentives and resources
- Establishment of an incentive package to attract artists, arts related businesses and professionals to the targeted area
- First time homeowners lending programs to adapt to the needs of the artist seeking live-work space

Economic Impact:

As LULA moves forward the potential exists to create a range of economic benefits not only for revitalizing the district but also for the City's overall economic growth:

- Reduces the amount of vacant retail space
- Generates property taxes from the artist live work space
- Increases sales tax receipts
- Creates new jobs
- Improves the physical environment
- Strengthens the quality of life in the community

- Serves as a destination and attraction
- Encourages property owners to develop and improve their lands and buildings within the Arts District
- Increases the tax base and acts as a catalyst for further investment

LULA looks to improve the social, economic and cultural conditions of Lake Worth's community through meaningful, quality arts programming. Whether it is after-school programming targeting at-risk youth, public art refurbishing a blighted downtown area, or a music festival bringing together a diverse audience from the community, successful programming utilizes community-driven planning and the power of the arts to create stronger communities. These recommendations offer a multi-layered approach to building a success in the District. The recommendations create a framework for decision making and action to support LULA that is home to galleries, unique retail shops, performance venues, and restaurants.

The CRA is seeking proposals that fit within the strategic plan and will help LULA revitalize the CRA District and the City as a whole.

ABOUT THE BUILDING

The "to be named" Lake Worth Arts Center, aka the Shuffleboard Building, is currently owned by the City of Lake Worth and is located at 1121 Lucerne Avenue, in the heart of the redevelopment area. The area has recently experienced significant development due to the CRA's $23.2M Neighborhood Stabilization Grant from the Department of Housing and Urban Development. Adjacent to the subject building are the brand new Urban Arts Lofts. These 12 live/work lofts were built with NSP funds, are home-owner occupied and sold to artists. Other properties in the area may be built to add to the supply of artist housing or arts-related businesses. The building is just over 5000 sq. ft. and has undergone "hardening" in the past few years including:

*new ADA ramped entrance
*ADA upgrades to restrooms
* improvements to doors, windows and roof

The CRA recently submitted a grant proposal to the State Division of Cultural Affairs for building improvements. If funded, building renovations will not take place until later next year. In the meantime, improvements, such as painting, lighting and signage may be added. Proposers should list or illustrate possible enhancements to the indoor and outdoor space at the facility. There are no immediate plans to renovate or remove any of the outdoor shuffleboard courts, however outdoor space may be used for an arts display area or for another use, with approval from the CRA and its landlord (the City). Proposers may submit renderings or possible activities for the court area.

ABOUT THE SPACE

The facility currently has two multi-purpose rooms, one large (approx. 2000 sq. ft.) and one smaller (approx. 1200 sq. ft.) which may be used for classroom or meeting space, a kitchen, computer room, and restrooms. The main multi-purpose room may be appropriate for studio, exhibition, gallery or classroom space. The second multi-purpose room may be appropriate for the same sorts of activities that require less space. The current ceiling height is 8.5 feet.

The terms of the sub-lease are subordinate to terms of the lease provided to the CRA by the City of Lake Worth. ***A copy of the CRA's lease for the building may be requested by calling the CRA office.***

PROPOSAL REQUIREMENTS:
All applicants must demonstrate a primary commitment to art, culture and/or arts education and strive to enhance the community through their arts-related activities and programs. Applicants must also demonstrate a commitment to the LULA Lake Worth Arts program.

Written text in the proposal must be printed on 8 ½ by 11 paper using 12pt. font. Any submitted renderings can be added as Exhibits.

History of Organization - maximum three (3) pages.

Proposals should include a brief history of the organization, its previous work and Staff resumes or biographies. The proposer must demonstrate how it fits into the LULA program and will assist in achieving the goals of the program.

Intended Use - maximum five (5) pages.

Applicants must provide a detailed description of how the organization intends to support and enhance LULA activities and the goals of the CRA. This information can include but is not limited to what kind of activities will be programmed within the space (include days and times if available), the organizations staffing plans and any fund raising efforts. The applicant should also explain how their organization and activities will support redevelopment efforts within the City and promote the City as a destination for arts and culture. The applicant may also describe the organizations plans on incorporating other individuals and/or groups within their schedule for the building.

Financial Information

Please provide an outline of your organizations financial status, including:

- Two previous years of financial statements (and audits if available)
- Categorical breakdown of revenues and expenses
- A two – five year projected budget for the proposed activity or program

Process for Consideration of Proposals
Selection Criteria and Points

Ability – the proposer demonstrates the ability to successfully operate a cultural venue. – 15 points

Public Benefit – the proposer can demonstrate their ability to provide programs and events on an ongoing basis and will include both day and night events. They must also demonstrate the ability to successfully work closely with the CRA, Lake Worth businesses and other selected finalists. – 15 points

Financial Stability – the proposer can express their ability to meet all financial obligations for the programs being provided at the Center. – 15 points

Growth in Program – the proposed activity will enhance the City's cultural offerings and complement LULA and other local programs. The proposed activity will be an appropriate use of the space available and provide additional programming for the public to enjoy and participate in. – 20 points

Diversity – the proposed activity provides an opportunity for diversity in programs in the District and expands the variety of cultural offerings from and for various ethnicities, nationalities and forms of art. – 15 points

Compatibility – the proposed use is compatible with the mission of both LULA and the CRA and will support and promote the City and its cultural assets throughout the area. – 20 points

Total – 100 points

CRA Staff will be responsible for ensuring all submittals responded to the RFP accordingly and have provided all the necessary information to be considered "responsive." This includes handing the proposal in by the time and date specified earlier in this request. The CRA will establish an evaluation committee to review the proposals and rank them according to the point system explained above. The evaluation committee will then make a formal recommendation to the CRA Board for approval.

PROPOSER INFORMATION PAGE

Company Name: _____

Authorized Signature: _____
Signature Print Name

Title: _____

Physical Address: _____
Street

_____
City State Zip Code

Telephone: _____ Fax: _____

Email Address: _____

Web Site: _____

Federal Identification Number: _____

This is a requirement of every Proposer.

CONFIRMATION OF DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, whenever two or more proposals are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement on behalf of _____, I certify that _____ complies fully with the above requirements.

_____ _____
Authorized Representative's Signature Date

_____ _____
Name: Position:

**** If this form is not returned, the CRA will assume the Proposer has not implemented a drug-free workplace program.**

Armory Art Center Lake Worth CRA Proposal

Exhibit "C"

The Armory Art Center proposes a new partnership with the Lake Worth CRA and LULA. The list of classes and workshops are outlined below. As we understand there may be other on-going activities at the shuffleboard courts, we would work around the schedule already in place. We would eventually like to expand our proposal to include exhibitions of local artists.

As demonstrated in our organizational profile and history, the Armory Art Center is an important cultural resource to Palm Beach County. Not only do we work closely with other cultural and educational institutions, but as we are located in a residential area we have an established relationship with local residents, working to ensure that everyone's needs are met. The Armory strongly encourages the participation of our neighbors in the classes that we offer and the events we produce, giving us the experience to repeat that relationship with the residents of Lake Worth. Indeed, several of the Armory's staff and teachers are themselves residents of Lake Worth.

Evidenced by the class offerings listed below, the Armory can offer a diverse selection of classes to the residents of Lake Worth and the surrounding communities. Our classes in the visual arts cover a variety of media and we are able to offer both adult and youth classes in this setting. As with the courses offered at our main campus, need-based scholarships will be made available to potential students.

By offering these classes, the Armory Art Center is supporting and furthering the mission of LULA through meaningful arts programming. The residents of Lake Worth and surrounding communities will be provided with cultural and educational opportunities, while the town itself will benefit economically from these students and visitors.

Proposed schedule of Armory Art Center workshops and classes:

Art on the Go! Workshops (once a month)

Collage and Color

This workshop will explore the medium of collage as an art form of experimentation, flexibility and personal language. Found objects and images, transparent and textured papers, photo transfer, block printing, paper weaving and other experimental techniques are encouraged. Transparent and opaque color relationships are also discussed as well as the use of abstract and representational imagery. Creativity and experimentation will be encouraged.

Instructor: Leslie Albert
Tuition: $45

Drawing for Beginners

So you think you CAN'T draw? In just 3 hours we'll teach you just enough basic drawing techniques to really get your creative juices flowing. This is a great way to prepare yourself for taking a more intense drawing or painting class in the next session. Basic drawing materials and paper will be provided. Feel free to bring your own as well!

Instructor: Nune Asatryan
Tuition: $45

Armory Art Center Lake Worth CRA Proposal

Intro to Oil Painting

By making a color wheel, you will learn about primary, secondary, and complimentary colors, and how they are applied in a painting.

Instructor: Martha Ann Myers

Tuition: $45

Intro to Watercolor

Students will learn brushwork, color mixing and how to apply paint to the watercolor paper.

Instructor: Martha Ann Myers

Tuition: $45

Eight Week Classes (meet once a week)

Adult

Collage and Color Level: All

Students will explore the medium of collage as an art form of experimentation, flexibility and personal language. Found objects and images, transparent and textured papers, photo transfer, block printing, paper weaving and other experimental techniques are encouraged. Mark making, drawing and original imagery will be incorporated as well. Transparent and opaque color relationships are also discussed as well as the use of abstract and representational imagery. Creativity, experimentation and spontaneity will be encouraged.

Instructor: Leslie Albert

Tuition: $200

Drawing: All Levels

In this class, you will begin to understand the essential importance of drawing in Fine Art and gain the skills and techniques for basic drawing. Join others to enjoy your special time getting new hobby or getting your existing professional technique to the all new level. Drawing starts with the proper pencil use and the right paper choice all the way to introduction to the most advance methods of delivering gallery quality professional drawing. Composition, perspective, design as well as a correct presentation of your artwork will be covered.

Instructor: Nune Asatryan

Tuition: $200

Mixed Media Painting with Acrylic Level: Intermediate | Advanced

This course consists of weekly demonstrations of contemporary acrylic painting techniques with a variety of mediums and other materials currently used by many established and "cutting edge" artists. Emphasis is on individualized instruction, suggestions, and critique for each student. Students are encouraged to embrace spontaneity, risk taking, chance, and new combinations. Short (half hour or less) demonstrations will include: airbrush painting, photocopy transfers, hard edge painting, projection painting, layering, "flow release staining", acrylic paint gels, mediums, and resin coating techniques.

Instructor: Clarence "Skip" Measelle

Tuition: $200

Armory Art Center Lake Worth CRA Proposal

Oil Painting Level: All

Beginning students will be taught a systematic, step-by-step approach in which each class builds on the previous class. Students can expect to learn about color by making color wheel, a color mixing chart, and a gradation value chart, drawing, brushwork, and much more. Intermediate and advanced students may explore subject matter of choice using their own photographs such as landscapes, sharp focus of a single object, room interiors, etc. Application of glazing and veiling is also covered.

Instructor: Martha Ann Myers
Tuition: $200

Painting: All Levels

In this class, you will begin to understand the essential importance of painting in Fine Art and gain the skills and techniques for basic painting. Join others to enjoy getting new hobby or getting your existing professional technique to an all new level. Painting starts with the proper brush and an introduction to advanced methods of delivering gallery quality professional paintings. Composition, perspective, design as well as correct presentation of your artwork will be covered.

Instructor: Nune Asatryan
Tuition: $200

Photography Beyond The Classroom Level: All

Students will learn their camera's functions - basic to advanced - in a non-technical way. Each week we will go on location to a nearby spot, photographing people, places or things. The instructor will guide students in a fun and hands-on way as you practice your new skills. We will view the photographs on the instructor's laptop, and you will receive artistic and technical feedback.

Instructor: Jacek Gancarz
Tuition: $200

Youth

Bak Prep for Visual Arts Level: 4th and 5th graders

Now is the time to begin preparing for the Visual Arts audition for Bak Middle School of the Arts. Spend time practicing for the audition and its four required components. Get a jump start on this challenging process!

Instructor: Anthony or Trina Burks
Tuition: $150

Dreyfoos Prep Class Grades 6-8th

Start preparing for the 2014 Dreyfoos School of the Arts audition. Drawing skills will be polished with an emphasis on drawing from a live (clothed) model and still-life. Learn to incorporate design concepts that will be evaluated during the audition process and build the confidence necessary before the "Big Day". Emphasis will also be placed on the written essay and an artistic vocabulary will be shared and reviewed. Timed practice sessions and real-time audition simulations will be given throughout the course.

Instructor: Talia Cervetti
Tuition: $150

Armory Art Center Lake Worth CRA Proposal

Looking Around Us! Drawing from Observation Grades K - 5th

Students will create drawings and paintings from life. Examples include sketching a bowl of fruit (still life), drawing from a model (figurative) or drawing a street scene (landscape). All from real life observation! Students will also be introduced to significant art history, art criticism and aesthetics. Let's find out how to "see" the hole in the donut!

Instructor: Sandy Lerman
Tuition: $150

Faculty Biographies:

Leslie Albert carries on the tradition of the Bay Area Figurative Painters having studied with Nathan Oliveira and Frank Lobdell while obtaining her BA at Stanford University. She continued her Post-Baccalaureate work at the University of Miami studying with Eugene Massin and Tom Gormley. She is known for her strong emphasis on graphic drawing skills and large scale figurative works. She exhibits her work locally and nationally and is a Professor of Art at Palm Beach State College.

Nune Asatryan has a long career as a fine artist achieving international recognition by exhibiting her work at prestigious galleries, museums and private collections in many countries such an Armenia, USA, Germany, Belgium, Canada, Russia, Iran, Lithuania, Poland. Nune' received her Fine Art Degree from the Academy of Fine Arts of Armenia. Her travels and cultural experiences, while living in various countries, greatly influence her style and techniques. www.artnune.com

Bonnie Bruner's love of art began early, encouraged by her father who was a graphic artist. She continued creating her art through her school years. Her art education began at Miami-Dade State College, where she had the privilege to be professor's assistant to the now famous Duane Hanson. After graduating with an A.A. in Art, she transferred to University of Florida. It was here her love of photography began with her professor Jerry Uelsmann. She completed her BFA at Florida Atlantic University and went on to complete an M.A.A.E.

Anthony Burks This Native Floridian works in a variety forms of media including pen & ink, pastels, watercolor and color pencil. An Art Institute of Fort Lauderdale graduate, Burks has won numerous awards including Best of Show. Burks has also exhibited his work at various venues including the Cornell Museum, Historical Jenkins, the PBC Governor's Club, Ann Norton Sculpture Garden, PBC Cultural Council, and Nubian Art Gallery. Anthony uses his skills to encourage youth to pursue their own creative talents and to help promote the arts statewide. www.anthonyburkscollection.com

Talia Cervetti received her BFA in painting, drawing, and textiles from California College of the Arts. She is a graduate of BAK Middle School and Dreyfoos High School of the Arts. Talia is a working artist, exhibiting her work throughout the bay area and South Florida. www.taliacervetti.com

Jacek Gancarz is a fine art and documentary photographer. After emigrating to U.S., he began photographing at age 12. He attained a B.S. from F.A.U. and worked for Palm Beach Daily News. He participated in documentary workshops at Missouri and W.K. Universities. Gancarz traveled to Cuba several times, realizing a personal project.

Armory Art Center Lake Worth CRA Proposal

Sandy Lerman studied painting at CUNY, Queens College with encouragement and support from visiting artists such as Paul Georges, Paul Ressika, Larry Rivers, and Mary Frank. She is a National Board Certified teacher and has taught visual arts in the PBC School District and Art in the Content Areas at Nova Southeastern University. Her artwork has been exhibited nationally. http://sandylerman.weebly.com

Clarence "Skip" Measelle graduated from FAU with a BFA and M.Ed. in Art. His work is included in the collections of The Smithsonian National Air and Space Museum, Mississippi Museum of Art, FL State House of Representatives, FL State Department of Natural Resources, and the PB International Airport. He has also participated in over 100 exhibitions in galleries nationally. He is an Adjunct Professor of Art at PBSC. www.measelleart.com

Martha Ann Myers received her training at the American Academy of Art, Chicago. She has exhibited nationally and her works are included in many corporate collections. Her extensive experience as an instructor includes both national and international workshops.

December 2, 2013

To the Lake Worth Community Redevelopment Agency,

The Armory Art Center is a community art center whose mission is to provide high-quality visual art school and art gallery services that stimulate personal self-discovery and generate knowledge and self-awareness of art as part of life. We are a 501c(3) non-profit. The Armory seeks to serve all audiences, regardless of economic or social status in Palm Beach County. Over the past twenty-five years the Armory has educated students, recently increasing the student population substantially, and exhibited works of art in more than 400 shows. Visiting Master Artists from all over the United States have taught special classes, while the opportunity to hone their artistic skills has been made available to more than 30 Artists-in-Residence, given the opportunity to create a body of work while teaching.

In the past few years joint projects with other cultural institutions have led to workshops, exhibitions/lectures and even classes which turned into creative businesses for teens.

We provide arts enrichment and hands-on arts activities to special groups on and off campus (see the enclosed detailed sheet). Now in our 25th season, we are reaching out and expanding our program offerings even more.

Some facts and figures about our classes:

- Art on the Go! (AOTG!) is a successful program of one-time three hour workshops. We're running more of these and the number of students who return is between 40% and 60% (depending on the time of year).
- With the addition of AOTG! offerings, we've seen an increase in young adult enrollment thus widening the age-range we serve.
- On site, we offer 270+ classes per session. Average class size is 5.5.
- Enrollment for youth is up year over year (2011=12,946 and 2012=14,683)
- We partner with the PBC School District including tuition discounts for teachers and students as well as exhibition opportunities.
- Our student-base is ethnically diverse and come from across the county, state, and nation.

The Armory Art Center provides learning experiences to the broader community with the award of scholarships to children and adults. At Least $15,000 in scholarships is given out annually on the basis of need. There are individually sponsored programs for current students and at-risk children in the community.

Activities for the community include our annual *Inferno* event which always showcases the making of art and features a foundry pour, in addition to a specialized exhibition for the night. *Art Rock*, a daytime event at the Armory, has brought in more than 50 local artists with work to sell and an audience of over 1,000. Our most recent event, *50 Artists/50 Bucks* has been very popular within the community, as we host a night of creating art with a live auction that follows.

We look forward to your thoughts on this proposal and to working with your organization to further enrich the lives of Lake Worth citizens through the Arts!

Sincerely,

Talya Lerman, Director of Education
Armory Art Center
1700 Parker Avenue, West Palm Beach, FL 33401
www.armoryart.org

THE ARMORY ART CENTER, INC.

REPORT ON AUDIT OF
FINANCIAL STATEMENTS

For The Years Ended
June 30, 2012 and 2011

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Holyfield & Thomas, LLC
Certified Public Accountants & Advisors
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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
The Armory Art Center, Inc.
West Palm Beach, Florida

We have audited the accompanying statements of financial position of The Armory Art Center, Inc. (a not-for-profit organization under Section 501(c)(3) of the Internal Revenue Code) as of June 30, 2012 and 2011, and the related statements of activities, cash flows, and functional expense for the years then ended. These financial statements are the responsibility of The Armory Art Center, Inc.'s management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of The Armory Art Center, Inc.'s internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Armory Art Center, Inc. as of June 30, 2012 and 2011, and the changes in its net assets and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Holyfield & Thomas, LLC

West Palm Beach, Florida
January 24, 2013

THE ARMORY ART CENTER, INC. **STATEMENTS OF FINANCIAL POSITION**

As of June 30, 2012 and 2011

	2012	2011
ASSETS		
Current assets:		
Cash and cash equivalents - Unrestricted	$ 53,379	$ 122,383
Cash and cash equivalents - Restricted	178,690	38,355
Grants, pledges, and other receivables	60,579	31,733
Prepaid expenses	10,725	12,519
Total current assets	303,373	204,990
Investments - Permanently restricted	623,000	623,000
Pledges receivable - Non current portion	180,000	30,000
Property and equipment, net	3,564,281	3,727,051
Total assets	$ 4,670,654	$ 4,585,041
LIABILITIES AND NET ASSETS		
Current liabilities:		
Accounts payable and accrued liabilities	$ 59,896	$ 70,023
Deferred revenue	88,540	68,353
Current portion of long-term debt	57,556	49,361
Total current liabilities	205,992	187,737
Long-term debt:		
Note and Lease payable, net of current portion	-	48,104
Total long-term debt	-	48,104
Total liabilities	205,992	235,841
Net assets:		
Unrestricted	3,462,972	3,687,845
Temporarily Restricted	378,690	38,355
Permanently Restricted	623,000	623,000
Total net assets	4,464,662	4,349,200
Total liabilities and net assets	$ 4,670,654	$ 4,585,041

See accompanying notes to financial statements.

THE ARMORY ART CENTER, INC.

STATEMENTS OF ACTIVITIES

For The Years Ended June 30, 2012 and 2011

	2012	2011
Unrestricted Net Assets		
Revenues and other support:		
Dues, fees and service revenue	$ 969,109	$ 1,009,843
Contributions and grants	277,311	384,845
Contributions: in-kind donations	507,111	524,237
Investment income	2,160	5,007
Special events and other income	158,671	209,446
Total unrestricted revenues	1,914,362	2,133,378
Net assets released from restriction	31,097	38,308
Total unrestricted revenues and other support	1,945,459	2,171,686
Expenses:		
Program services:		
Art education and gallery exhibitions	1,507,507	1,644,456
Support services:		
General and administrative	384,523	366,955
Fundraising	106,853	108,121
Total program and support services expenses before depreciation	1,998,883	2,119,532
Increase (decrease) in net unrestricted assets before depreciation	(53,424)	52,154
Temporarily Restricted Net Assets		
Contributions - restricted	371,432	20,775
Net assets released from restriction	(31,097)	(38,308)
Increase (decrease) in temporarily restricted assets	340,335	(17,533)
Increase in net assets before depreciation	286,911	34,621
Depreciation	171,449	184,801
Change in net assets	115,462	(150,180)
Net assets, beginning of year	4,349,200	4,499,380
Net assets, end of year	$ 4,464,662	$ 4,349,200

See accompanying notes to financial statements.

THE ARMORY ART CENTER, INC.

STATEMENTS OF CASH FLOWS

For The Years Ended June 30, 2012 and 2011

	2012	2011
Cash flows from operating activities:		
Cash received from dues, fees, and service revenues	$ 989,296	$ 981,953
Cash received from contributions and grants	469,897	344,887
Cash received from investment income	2,160	5,007
Cash received from special events and other income	158,671	209,446
Cash paid to employees and suppliers for goods and services	(1,494,904)	(1,582,240)
Interest expense	(5,201)	(8,047)
Net cash provided by (used in) operating activities	119,919	(48,994)
Cash flows from investing activities:		
Sale of investments	-	623,000
Purchase of investments	-	(623,000)
Capital expenditures	(8,679)	(13,715)
Net cash used in investing activities	(8,679)	(13,715)
Cash flows from financing activities:		
Advances on line of credit	10,000	-
Payments on loan, lease, and line of credit	(49,909)	(46,138)
Net cash used in financing activities	(39,909)	(46,138)
Change in cash and cash equivalents	71,331	(108,847)
Cash and cash equivalents, beginning of year	160,738	269,585
Cash and cash equivalents, end of year	$ 232,069	$ 160,738
Summary of Cash		
Cash and cash equivalents - Unrestricted	$ 53,379	$ 122,383
Cash and cash equivalents - Restricted	178,690	38,355
Total cash and cash equivalents	$ 232,069	$ 160,738

See accompanying notes to financial statements.

THE ARMORY ART CENTER, INC.

STATEMENTS OF CASH FLOWS

For The Years Ended June 30, 2012 and 2011

	2012	2011
Reconciliation of change in net assets to net cash provided by (used in) operating activities:		
Change in net assets	$ 115,462	$ (150,180)
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:		
Depreciation	171,449	184,801
(Increase) decrease in:		
Grants, pledges, and other receivables	(178,846)	(60,733)
Prepaid expenses	1,794	(918)
(Decrease) increase in:		
Accounts payable and accrued liabilities	(10,127)	5,926
Deferred revenue	20,187	(27,890)
Net cash provided by (used in) operating activities:	$ 119,919	$ (48,994)

See accompanying notes to financial statements.

THE ARMORY ART CENTER, INC.

STATEMENTS OF FUNCTIONAL EXPENSES

For The Years Ended June 30, 2012 and 2011

	Program Services		Support Services				Totals	
			Management and General		Fundraising			
	2012	2011	2012	2011	2012	2011	2012	2011
Salaries and wages	$ 223,241	$ 254,686	$ 222,136	$ 207,862	$ 32,083	$ 29,320	$ 477,460	$ 491,868
Payroll taxes and employee benefits	46,329	50,201	60,140	52,627	6,465	5,684	112,954	108,512
Total salaries and related expenses	269,570	304,887	282,276	260,489	38,568	35,004	590,414	600,380
Art school supplies	44,245	44,387	-	-	-	-	44,245	44,387
Artists compensation	27,870	55,384	-	-	-	-	27,870	55,384
Bank and credit card charges	11,181	12,228	16,771	18,342	-	-	27,952	30,570
Bronze sculpture production costs	12,484	26,136	-	-	-	-	12,484	26,136
Dues and subscriptions	969	1,236	347	395	1,628	1,891	2,944	3,522
Events	-	-	-	-	60,590	64,215	60,590	64,215
Equipment rental	12,848	14,702	2,267	2,594	-	-	15,115	17,296
Equipment repair and maintenance	34,545	39,021	5,228	5,532	-	-	39,773	44,553
In-kind expense:								
Advertising	-	22,950	-	-	-	-	-	22,950
Events - food and beverage	11,874	6,050	-	-	-	-	11,874	6,050
Legal fees	-	-	237	237	-	-	237	237
Rent	467,280	467,280	26,730	26,730	990	990	495,000	495,000
Instructor fees	327,795	324,496	-	-	-	-	327,795	324,496
Insurance	21,062	20,704	1,205	1,184	45	44	22,312	21,932
Interest expense	1,342	2,077	3,860	5,970	-	-	5,202	8,047
Miscellaneous	17,387	20,613	4,559	3,108	843	764	22,789	24,483
Model fees	24,510	22,661	-	-	-	-	24,510	22,661
Occupancy	105,185	109,407	8,104	7,300	151	160	113,440	116,867
Office supplies	2,907	2,671	2,907	2,671	645	593	6,459	5,935
Payroll processing fee	2,453	2,875	2,209	2,203	312	285	4,974	5,363
Postage and shipping	4,619	25,980	3,866	2,950	328	265	9,013	29,195
Printing and publications	85,636	76,164	368	706	981	1,977	86,987	78,847
Professional fees	5,358	25,619	22,381	25,460	1,317	1,498	29,056	52,577
Telephone	10,214	9,343	1,188	1,096	475	435	11,877	10,864
Website	5,971	7,585	-	-	-	-	5,971	7,585
Total program and support services expenses before depreciation	$ 1,507,507	$ 1,644,456	$ 384,523	$ 356,955	$ 106,853	$ 108,121	$ 1,998,883	$ 2,119,532
Depreciation	$ 142,867	$ 151,341	$ 28,582	$ 33,460	$ -	$ -	$ 171,449	$ 184,801

See accompanying notes to financial statements.

1. Organization and Summary of Significant Accounting Policies

Organization

The Armory Art Center, Inc. ("Armory") was incorporated as a Florida not-for-profit corporation on November 21, 1986. The Armory commenced operation on July 1, 1987 as a community arts organization providing continuing education and personal enrichment classes for all ages in the studio arts and related subjects. Exhibitions and programs are also offered to the general public. The Armory's major sources of revenue are tuition, contributions, and grants.

Basis of Presentation

The accompanying financial statements have been prepared on the accrual basis of accounting. Net assets and revenue, gains and losses are classified and reported based on the existence or absence of donor imposed restrictions as follows:

Unrestricted net assets are those currently available for use in the current operation of the Armory under the direction of the Chief Executive Officer and the Board of Directors, and those resources invested in property and equipment.

Temporarily restricted net assets are those stipulated by donors for specific operating purposes or for the acquisition of property and equipment or those not currently available for use until commitments regarding their use have been fulfilled.

Permanently restricted net assets are those which are required by donors to be held in perpetuity or, if sold, then the related proceeds must be reinvested in accordance with the same donor stipulated purpose.

Use of Estimates in the Preparation of Financial Statements

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents are composed of government guaranteed interest-bearing checking, savings, and money market accounts. The Armory considers all highly liquid investments with an original maturity of less than three months when purchased to be cash equivalents. Certain cash amounts are classified as restricted due to donor-designated purposes and, accordingly, cannot be used for the Armory's operations. Unrestricted cash is available to fund the Armory's operations.

1. Organization and Summary of Significant Accounting Policies, (continued)

Property and Equipment

The Armory capitalizes all property, furniture and equipment acquisitions in excess of $1,500. Property and equipment are stated at cost, or if donated, fair value at the date of the gift. Donations of property are reported as unrestricted support unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, the Armory reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by donor. The Armory reclassifies temporarily restricted net assets at that time. Depreciation is computed using the straight-line method over the estimated useful lives of the related assets, which is generally five to seven years for furniture and equipment, forty years for building, and twenty years for facility improvements.

Deferred Revenue.

Deferred revenue consists primarily of program fees received in advance for exchange transactions such as tuition for art classes and summer art camp received before classes are given.

Donated Assets and Service

The Armory occasionally receives donations of assets other than cash. Such assets are recorded in the financial statements at their fair value on the date of donation and, if applicable, are depreciated over their estimated useful life on a straight-line basis. The Armory did not receive any fixed asset donations during the years ended June 30, 2012 and 2011. Contributions of donated services that create or enhance non-financial assets or that require specialized skills and would typically need to be purchased if not provided by donation are recorded at their fair values in the period received. During the years ended June 30, 2012 and 2011, the Armory received respectively $237 and $237 in donated legal services, $6,500 and $6,050 in food and beverage for events, $5,374 and $-0- in event services, and $-0- and $22,950 in donated advertising. All of these donated services are recorded as in-kind contributions on the Statements of Activities.

Contributions and Revenue

Contributions are generally available for unrestricted use in the year received unless specifically restricted by the donor. Unrestricted contributions of cash and donated assets, as well as unconditional promises to give, are recorded as received. Unconditional promises to give are recorded at the present value of their net realizable value, using the blended federal interest rate applicable to the current audit year.

Foundation grants, unconditional promises to give, and other contributions of cash and other assets are reported as temporarily restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when either the stipulated time restriction ends or the purpose restriction is accomplished, temporarily restricted net assets are reclassified and reported in the Statements of Activities as net assets released from restrictions.

1. ***Organization and Summary of Significant Accounting Policies, (continued)***

Contributions and Revenue (continued)

Endowment Fund contributions and investments are temporarily or permanently restricted by the donor. Interest and dividends on these investments are recorded as unrestricted or temporarily restricted investment income based on the terms of the original gifts.

Advertising Costs

Advertising costs are charged to expense as incurred. Total advertising expense for the years ended June 30, 2012 and 2011 was approximately $75,622 and $97,625, respectively, including $-0- and $22,950 that was donated as in-kind to the Armory.

Functional Allocation of Expenses

The costs of providing the various services the Armory offers have been summarized on a functional basis in the Statements of Activities. Accordingly, certain costs have been allocated among the program services and supporting services benefited. Occupancy expenses are costs of facilities maintenance including building supplies, landscaping, and utilities.

Reclassifications

Certain reclassifications were made to the 2011 financial statements to conform to the current year presentation. Such reclassifications had no effect on the change in net assets as previously reported.

Fair Value Measurements

The FASB Accounting Standards Codification ("FASB ASC") 820-10 provides a common definition of fair value, establishes a framework to measure fair value within accounting principles generally accepted in the United States of America, and expands the disclosures about fair value measurements. The ASC does not create any new fair value measurements. Instead, it applies under existing accounting pronouncements that require or permit fair value measurements. The Armory's financial assets measured at fair value include cash and cash equivalents (see notes 2 and 6) that are valued according to Level 1, which is the highest level of measurement.

Endowment Fund Disclosure

The disclosures about endowment funds required by FASB ASC 958-205 has application to the Armory's financial statements for June 30, 2012 and 2011, in that it enhances the disclosures and reporting information with respect to endowment net assets as illustrated in Note 2.

Subsequent Events

Management has assessed subsequent events through January 24, 2013, the date the financial statements were available to be issued and determined that there were no events to disclose in the financial statements.

1. ***Organization and Summary of Significant Accounting Policies, (continued)***

Income Taxes

The Armory is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code of 1986 and has been classified as a school under Section 170 (b)(1)(A)(ii) of the Code. Income determined to be unrelated business taxable income (UBTI) would be taxable. As of June 30, 2012 and 2011, the Armory had unused net operating loss carryforwards of approximately $23,000 and $18,900, respectively. Accordingly there is no provision for income taxes reflected in the accompanying financial statements.

Although currently The Armory has no such pending tax issues, The Armory adopted FASB ASC 740-10, Accounting for Uncertainty in Income Taxes. This pronouncement seeks to reduce the diversity in practice associated with certain aspects of measurement and recognition in accounting for income taxes. It prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of a tax position that an entity takes or expects to take in a tax return. An entity may only recognize or continue to recognize tax positions that meet a "more likely than not" threshold. If such an issue should arise, The Armory would assess its income tax positions based on management's evaluation of the facts, circumstances and information available at the reporting date and The Armory would use the prescribed "more likely than not" threshold in making such an assessment. Because there were no such issues pending, at adoption, the Armory did not record any cumulative effect adjustment, and the Armory did not accrue any interest expense or penalties related to tax positions. There are currently no open Federal or State tax years under audit.

Concentrations of Credit Risk

Financial instruments that potentially subject the Armory to concentrations of credit risk consist principally of cash and cash equivalents. Accounts at each bank institution are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000. The Armory did not have bank deposits that were uninsured by the FDIC as of June 30, 2012.

2. ***Endowments***

The Armory's endowment consists of a single permanently restricted fund established to participate in the State of Florida Division of Cultural Affairs Cultural Endowment Program. As required by accounting principles generally accepted in the United States of America, net assets associated with endowment funds, including funds designated by the Board to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

In 1998 the Armory received $240,000 in state matching funds from the State of Florida under the Division of Cultural Affairs Cultural Endowment Program. The terms of this matching grant required the Armory to match this state money with a minimum of $360,000 of their own funds and to preserve the principal of the program at a minimum fair value of $600,000. The Armory raised $383,000, creating an initial endowment balance of $623,000. The investment earnings may be used to support the operations of the Armory. The Armory's A.K. Brown Endowment Fund is considered to be part of the matching funds for the Cultural Endowment Program, although the investment earnings on the A.K. Brown Endowment Fund are restricted for use in supplying student scholarships for classes and supplies for the Armory's summer youth programs.

2. ***Endowments, (continued)***

The Board of the Armory has interpreted the applicable guidance as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Armory classifies as permanently restricted net assets (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund.

As of June 30, 2012 and 2011, endowment net assets in the Permanently Restricted Fund of $623,000 consisted of investments in high yield money market accounts. The funds are held by various banks and none of these investments exceed $250,000 so that all funds will be within the $250,000 FDIC insurance limitations.

There were no changes in the endowment net assets of $623,000 for the years ended June 30, 2012 and 2011.

Accounting for Funds Falling Under Mandated Value Levels

During the fiscal years ended June 30, 2012 and 2011, the Armory's permanently restricted funds noted above consisted entirely of money market funds which are assets effectively not subject to fluctuation in value. If the Armory were to invest in assets with fluctuating value such as stock, from time to time reduction in the fair value of such assets associated with individual donor-restricted endowment funds could potentially cause the total fund value to fall below the level that the donors mandate for a fund of perpetual duration. In accordance with accounting principles generally accepted in the United States of America, if such deficiencies were to occur, they would be reported in unrestricted net assets. There were no such deficiencies during the years ended June 30, 2012 and 2011.

Investment objectives

Historically, the Armory's investment objectives and policies have been to provide: (a) capital preservation of the original fund amount, and (b) a reasonable return necessary to supplement the cash flow requirements of scholarships and supplies. In order to better meet its objectives, the Armory adopted a strategy in 2007 of investing its endowment funds in high rate certificates of deposit maturing in one year or less and in money market accounts. This more conservative strategy is expected to continue until management deems a more aggressive growth strategy to be prudent. The Armory is continually reviewing its investment policy to specifically identify strategies and spending policies as they relate to the various endowment categories.

Spending Policy

In accordance with management interpretation of relevant state law, Uniform Management of Institutional Funds Act (Florida Uniform Prudent Management of Institutional Funds Act effective July 1, 2012), the Armory's earnings on the $623,000 principal of the Permanent Endowment Fund is available for use in operations.

3. ***Grants, Pledges and Other Receivables***

Grants receivable consists of amounts due from local government for reimbursable expenses incurred during the year. Pledges receivable consists of donor's unconditional promise to give which are recognized as revenue and as receivable in the period the promise is received.

	2012	2011
Grants receivable	$ -	$ 16,517
Pledges receivable	240,000	45,000
Other receivables	579	216
Total receivables	$ 240,579	$ 61,733
Receivables are collectible as follows:		
In less than one year	$ 60,579	$ 31,733
In one to five years	180,000	30,000
Total	$ 240,579	$ 61,733

Management believes that all receivables as of June 30, 2012 and 2011 are fully collectible and, therefore, no allowance for uncollectible amounts has been reserved.

4. ***Property and Equipment***

Property and equipment consisted of the following as of June 30, 2012 and 2011:

	2012	2011
Buildings and facility improvements	$ 5,581,128	$ 5,572,449
School equipment	208,794	208,794
Furniture and Equipment	128,436	128,436
	5,918,358	5,909,679
Less accumulated depreciation	(2,354,077)	(2,182,628)
Property and equipment, net	$ 3,564,281	$ 3,727,051

Depreciation expense for the years ended June 30, 2012 and 2011 was $171,449 and $184,801, respectively.

5. ***Long-term Debt***

The Armory had a revolving line of credit agreement with SunTrust Bank with a balance of $140,000 which, on May 3, 2010, was converted to a note payable amortizing over 36 months and bearing interest at 6%. On May 17, 2010 the Armory entered into a lease-purchase agreement for a computer system for $7,299, payable over 36 months. In February 2011 the Armory obtained an unsecured line of credit of $100,000 at prime plus 4% with certain requirements for amortization of balances. As of June 30, 2012, the Armory was in compliance with these requirements.

5. *Long-term Debt, (continued)*

Long-term debt as of June 30, 2012 and 2011 was as follows:

	2012	2011
Note payable	$ 45,519	$ 92,363
Line of credit	9,378	-
Lease payable	2,659	5,102
Total long-term debt	57,556	97,465
Less: current portion	57,556	49,361
Total long-term debt, net of current portion	$ -	$ 48,104

Future maturities of secured long-term debt are $48,104 to be paid off by May 2013 and $9,378 due on the line of credit.

6. *Restricted Net Assets*

Temporarily restricted net assets are time and purpose restricted and will be spent in future periods. All temporarily restricted net assets as of June 30, 2012 and 2011 were restricted as to the following purposes:

	2012	2011
Ceramics Capital Improvements	$ 33,534	$ 2,312
Artist in Residence	229,850	-
Scholarships	79,550	30,859
Specific Departments	8,882	5,184
25th Year Anniversary Fund	26,874	-
Total Temporarily Restricted Net Assets	$ 378,690	$ 38,355

During the current year over $30,000 was contributed to the Ceramics Capital Improvements fund for a new kiln which was completed in September, 2012 at a cost of about $32,000. Also during the year there were contributions for projects related to celebration of the Armory's 25th anniversary. The above amounts are cash in a segregated bank account except for $200,000 of the Artist in Residence amount which is a pledge receivable.

Permanently restricted endowment funds in the amount of $623,000 as of June 30, 2012 and 2011, consisted of money market funds as listed in Note 2. The Armory records income derived from these investment funds in accordance with the endowment fund agreements, and the income is classified as temporarily restricted or unrestricted based on the terms of the original gift.

7. *Fundraising Events*

The total revenue and direct costs of fundraising events held by the Armory during the years ended June 30, 2012 and 2011 were as follows:

	2012	2011
Total revenue	$ 152,365	$ 206,553
Direct costs	60,590	65,014
Net revenue	$ 91,775	$ 141,539

8. *Contributed Facility*

On January 11, 1999 the Armory entered into a lease agreement with the City of West Palm Beach for its campus facility with two buildings for a period of fifty years. The lease was subsequently amended on January 31, 2002 to include the land under the young artist studio building which is a leasehold improvement constructed and owned by The Armory. The lease agreement provides for the use of the government-owned facility for an annual charge of $10. The estimated fair rental value of the facility was $495,000 for the years ended June 30, 2012 and 2011, and is reflected as both a revenue item and an expense in the accompanying financial statements.

9. *Related Party Transactions*

During the years ended June 30, 2012 and 2011 payments were made to the spouse of a key employee for foundry services. The total amounts paid to this individual during the years ended June 30, 2012 and 2011 were $1,700 and $500, respectively.

10. *Employees and Retirement Plan*

The Armory presently uses the payroll services of Oasis Outsourcing, Inc. to achieve an economy in the compensation of employees and in the reduction of clerical costs. The result of this arrangement is that all common law employees of the Armory receive their paychecks and benefits from Oasis Outsourcing, Inc. while remaining under the direction and control of the Armory as if it were a typical employer-employee relationship.

The Armory adopted a 401(k) retirement plan effective November 1, 1997. The plan covers all full-time employees who are at least 21 years of age with one or more years of service. The Armory's contribution is based on matching 50% of the first 7% of salary deferral elected by each eligible employee. The Armory's contribution for the fiscal years ending June 30, 2012 and 2011 was $7,139 and $4,290, respectively.

11. Commitments and Contingency

Lease Commitments

The Armory leases office equipment under non-cancelable operating leases expiring in various years through January 2015. Minimum future rental payments under these leases as of June 30, 2012 are as follows:

Year Ending June 30,	Amount
2013	$ 12,570
2014	11,988
2015	11,988
2016	11,988
2017	11,988
Total	$ 60,522

Total rent expense under operating leases for the years ended June 30, 2012 and 2011 was $14,428 and $14,665, respectively.

The Armory entered into a service agreement with I.T. Solutions on December 3, 2008, whereby the Armory committed to utilizing I.T. Solutions for the onsite and offsite backup of its servers and all related maintenance and repairs. The agreement extends through December 2, 2011 and was renewed for an additional two years. Under this agreement, the Armory is obligated to pay I.T. Solutions approximately $313 per month for its back up services as well as various predetermined hourly rates for all other repair and maintenance services related to the server. During the years ended June 30, 2012 and 2010, the Armory paid I.T. Solutions approximately $11,515 and $12,373, respectively.

Contingency

Gifts, grants and bequests require the fulfillment of certain conditions as set forth in the instrument of grant. Failure to fulfill the conditions could result in the return of the funds to grantors. Although this is a possibility, the Armory deems the contingency remote, since by accepting the gifts and their terms, it has accommodated the objectives of the Organization to the provisions of the gift.

12. Unconditional Promises to Receive

On May 25, 2011, the Armory entered into a contract with a married couple who pledged a contribution of $55,000 over five years consisting of $15,000 for the first year and $10,000 per year in each of the next four years. As specified in the contract, $10,000 of the first year contribution was paid upon signing with the remaining $5,000 of the first year pledge to be paid in September 2011. A pledge receivable of $45,000 was recorded as of June 30, 2011. Subsequent to June 30, 2012, the pledge was amended to increase the annual amount by $2,500 for each of the four remaining years; this increase is recognized as of October 2012. The pledge is considered to be fully collectible, therefore, no provision for doubtful accounts is considered necessary.

12. Unconditional Promises to Receive, (continued)

On January 27, 2012 a member of the Board of Directors pledged $250,000, payable in annual amounts of $50,000 for the Artists in Residence Program. During the fiscal year ended June 30, 2012 the entire pledge was recognized as income, $50,000 of which was received and the balance of which is reflected as pledges receivable. The pledge is considered to be fully collectible, therefore, no provision for doubtful accounts is considered necessary.

time length	materials	teacher pay	min. overhead	cost to run	Tuition per student	expected enrollment*
3 hour workshop (AOTG)	$50	$60	$11	$121	$45	8
8 week class youth)	$50	$480	$53	$583	$150	10
8 week class (adult)	$100	$480	$58	$638	$200	6

*minimum enrollment is 3 students.

Two year projections:

2014*	materials	teacher pay	min. overhead	cost to run	Tuition collected	expected enrollment*
4 AOTGs	$1,200	$1,440	$264	$2,904	$8,640	192
4 eight week classes (youth)	$1,200	$11,520	$1,272	$13,992	$36,000	240
4 eight week classes (adult)	$2,400	$11,520	$1,392	$15,312	$28,800	144
totals:	**$4,800**	**$24,480**	**$2,928**	**$32,208**	**$73,440**	**576**

* numbers assume 6 eight week sessions per year

2015* (expected growth of 10%)

	materials	teacher pay	min. overhead	cost to run	Tuition collected	expected enrollment*
4 AOTGs	$1,320	$1,584	$290	$3,194	$9,504	211
4 eight week classes (youth)	$1,320	$12,672	$1,399	$15,391	$39,600	264
4 eight week classes (adult)	$2,640	$12,672	$1,531	$16,843	$31,680	158
totals:	**$5,280**	**$26,928**	**$3,221**	**$35,429**	**$80,784**	**633.6**

* numbers assume 6 eight week sessions per year

EDUCATIONAL GALLERY GROUP

A COMMUNITY
OF YOUNG ARTISTS

PROPOSAL FOR THE LEASE AND USE OF THE NEW LAKE WORTH ARTS CENTER 1121 LUCERNE AVENUE

TO THE LAKE WORTH COMMUNITY REDEVELOPMENT AGENCY
29 South J Street
Lake Worth, FL 33460

RFP #01-1314

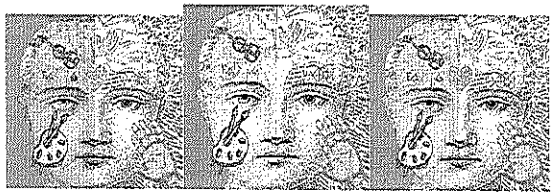


Exhibit "C"

Eg² and the Proposed Site

Mission Statement:

The Educational Gallery Group: A Community of Young Artists (Eg²) was created as a space to showcase the visual and performing arts talents of all students in Palm Beach County. We are a non-profit organization started by visual arts teachers, located in Palm Beach County, Florida. Our goal is to give any child in our county attending public, private or home school, an opportunity to display their art or perform in a public setting. For many of these students, it is an experience that they will remember for the rest of their lives. For some, it is the catalyst that will determine a life-long commitment or career in the arts.

We believe that Art Education is vital – that young people exploring and developing their creativity is critical to our future as a society. The quality of life comes not from the ability to take standardized tests, but from a more profound interaction and exploration of the world. By supporting our art teachers, and through them our children, we are enduring a more dynamic and positive future for us all.

Our past location history and Current Need to Locate at the Proposed Site

The Eg² gallery has successfully been in operation for thirteen years. We were created to fill a need in Palm Beach County to showcase student art. Over the years we have shown student work from all over Palm Beach County, We currently do not have a completely adequate space for all of our programs. Until 2012, we partnered with CityPlace, locating our gallery in empty storefront locations. As these spaces were leased, our gallery moved to other vacant locations. Not only was this nomadic lifestyle a little challenging, there are no longer any available sites for us at CityPlace. We have recently partnered with Resource Depot, which has given us space in their new warehouse location in West Palm Beach. It's a lovely little gallery, but we are seeking more dedicated space for our exhibitions and programming.

- We are currently seeking a suitable space for Eg² to continue our services to our community and to develop new programs.
- The proposed location will also allow us to offer year-round classes and workshops to the local underserved population that is within walking distance of the site.
- The proposed location is within walking distance of city transportation, which makes it accessible to most of the population of Palm Beach County
- The proposed location is in a community that embraces and values the arts.

Eg² Qualifications

Our Qualifications
The Eg² Gallery has successfully been in operation for the last 13 years. It is managed by a professional staff of artists and art educators that are currently teachers in the public school system. Our gallery openings and workshops are well attended by public and private school students, parents and teachers, as well as community members.

Not-For-Profit Status and Funding
Eg² has been incorporated as a 501(c)(3) of the Internal Revenue Service code as a non-profit corporation since 2005. Eg² is governed by a volunteer Board of Trustees and managed by professional staff in the field of art education. Eg²'s funding comes from foundation and individual gifts. We are always seeking private and other corporate funding to expand our programs and impact our community arts education to a greater degree.

Past Events
Since its opening in CityPlace in October of 2000, Eg² has had numerous visitors enjoy a multitude of presentations. We have hosted many exhibitions of student, faculty, and artists' work. Many of our events have been collaborative efforts with other arts organizations in the Palm Beach area.

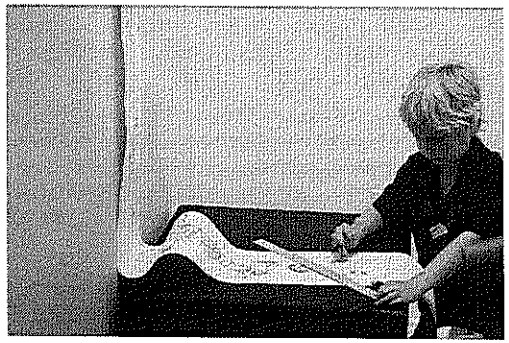
We support and encourage participation of students and faculty at the elementary, middle, and high school levels, Public, Private and Home-schooled students. We have also hosted community and family workshops. Our close proximity to underserved populations have made Eg² a valuable resource for members of the public that might not otherwise have the opportunity to participate in arts activities, workshops and education.

Eg²'s Collaborative Partners
In the past, Eg² has worked with many organizations vital to our community and its artistic pulse. We have joined our collective forces of energy, time, talent and funding to work together and produce major arts events.

Autism Speaks
Blue Planet Writers Room
City of West Palm Beach
Palm Beach School District
Martin County School District
The Armory Art Center
Resource Depot
PBCATA (Palm Beach County Art Teachers Association)
Mary Fisher Productions
Kravis Center
The Community Foundation of Palm Beach and Martin County
Boys and Girls Club
Middle School of the Arts Foundation
Dreyfoos School of the Arts Foundation
CityPlace

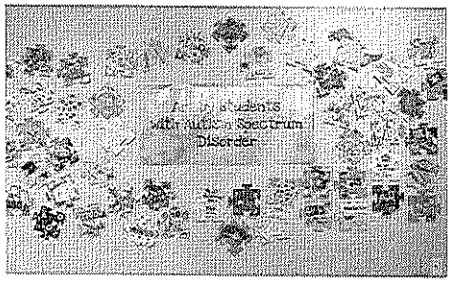
Exhibitions

Build! Make! Do!



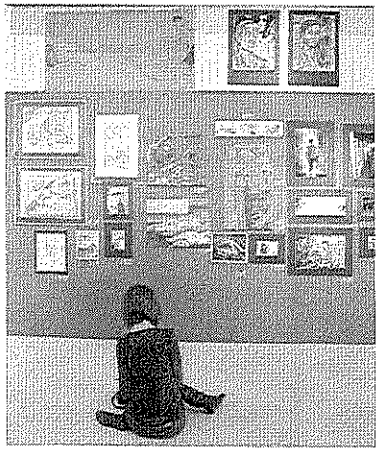
Build! Make! Do! Is an annual exhibition where all the art is made on site. Eg2 comes up with a wide variety of creative and unusual projects for students to make using creative materials at the gallery opening itself. It's a fun evening, and always makes for an interesting show.

A Piece of Our World



A piece of Our World showcases work by students on the Autism Spectrum. In the past we have distributed large puzzle pieces or other items to participating teachers, and their students have personalized them for the exhibition. This is a very well-attended show, and students, teachers, and families are all very excited to have an opportunity to celebrate these children that don't always get their moment in the spotlight.

Scholastic Art Awards



For 5 years, Eg^2 has been the Regional Affiliate for the **Scholastic Art Awards** for Palm Beach and Martin Counties. Started in 1923, the Awards are the nation's longest-running , most prestigious recognition program for teens in the U.S.

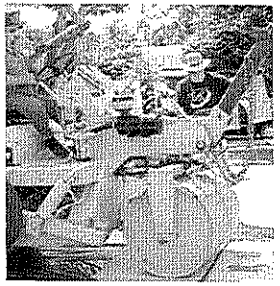
Eg2 receives over 2500 entries each year from students in grades 7-12. From these are selected what are called Gold Keys and Silver Keys, and those students' work goes into our most well-attended exhibition. Opening night is wall-to-wall people – everybody coming to see who won. The Gold Key work is later judged nationally against all the other regions, and the National winners get to go to New York City to receive their awards at Carnegie Hall. Last year, about 40 students who had exhibited at Eg2 received National Awards.

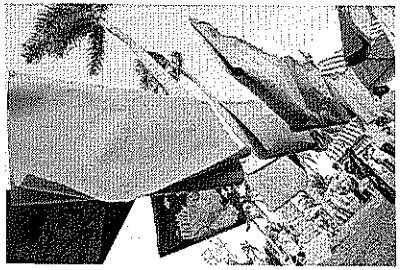
CATWALK: Student Fashion Show

CATWALK has been a hugely popular event for Eg^2. We host a series of workshops in which students design and create wearable art made from a variety of traditional and non-traditional materials. The day of the actual CATWALK, students model the creations, students emcee the show and introduce the fashions and the designers, and also DJ the music for the show. It's an entertaining and very well-attended event.

Steamroller

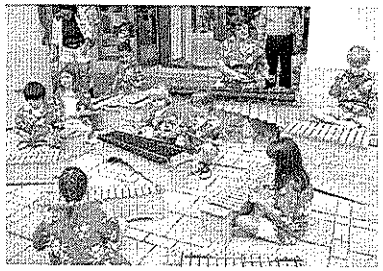
Steamroller is an event to remember! Students from all over Palm Beach County make enormous relief prints using a steamroller as a giant printing press. The results are amazing, and the event is truly entertaining.





Regular Exhibitions

Eg2 hosts regular exhibitions year-round, calling on K-12 art teachers to submit work on selected themes. Each exhibition usually showcases over 100 student works. Each exhibition has a hands-on section for visitors to do a small activity related to the exhibition. For example, when the theme was *Still Life*, we had an enormous still life set up that visitors could try their hand at drawing. We also try to get student groups to play music or otherwise perform at gallery openings.



Eg²'s Services to the City of Lake Worth

How Eg²'s Services Will Benefit the Residents of the City of Lake Worth by its Location at the Proposed Site

- Our events are well attended by a cross-cultural population from all corners of Palm Beach County. These patrons have, and will continue to support local businesses with their presence.
- The proposed graphics on the site will add an aesthetic element to a somewhat neglected area, and will generate interest in our program and further revitalization efforts.
- Eg²'s public art events will encourage future participation and support at other arts events hosted by the city.
- Our goal is to involve and support the city's rich resources of multicultural artistic communities and bring downtown neighbors and businesses together in the spirit of creativity.

Services That Will Benefit the Residents of the City of Lake Worth

From its inception, visionaries planning Eg² had a three-part purpose. The gallery would be a place where students could showcase their talents, allow the public to enjoy the visual and performing arts, and of equal importance, Eg² would become a focal point for a comprehensive arts education program for our teachers and community.

Our Future Visions:

For Palm Beach County Students:
It is our vision to develop programs to serve as a community center by offering programs to employ young multicultural urban artists for apprenticeship programs with professional artists and educators. We hope to create a nurturing atmosphere that utilizes more seasoned artists and arts educational professionals to teach and inspire young, emerging, student talent, and create a space that will encourage respect and promote further interest in the arts. This will include speakers and guest artists from all areas of the arts, and not limited to the Visual Arts, such as Dance, Music, Theater, Visual Technology, and Art History. We are also planning to implement programming to offer guidance and a space for high school students to prepare portfolios for college during the summer months, as well as additional summer activities and workshops to keep our young artists engaged and excited about the arts.

For Our Community:
We plan to offer young people creative outlets and training to bring positive and lasting change to their own neighborhoods with programs such as colorful murals, sculptures and mosaics, or community activities revolving around music and theater. Our goal is to involve and support Lake Worth's rich resources of multicultural artistic communities and bring neighbors together in the spirit of creativity.

Cultural Tourism
The revitalized shuffleboard building could be a great site for some lighthearted activities as well as some of the more educational or professional development ideas outlined below. We thought it would be fun to have monthly *Cosmic Shuffleboard* parties with funky lights, live music, and a "food truck invasion". On Saturday mornings, it might be fun to have artists, for a minimal booth fee, start a sort of "Artists' Green Market", a trading spot for people to come buy direct from local community artists.

For Teachers:
Currently, the School District of Palm Beach County offers limited opportunities specifically for art educators to earn points toward re-certification. Eg² plans to develop in-service workshops for teachers, extra-curricula offerings for all Palm Beach County students, and outreach arts education workshops for the community. We plan to continue to support and provide a place for PBCATA (Palm Beach County Art Teachers Association) to hold meetings, workshops and activities. It is part of our overall vision to create the opportunity for fellowships and research scholarships supporting educational development for teachers to further their studies in the arts.

For the Arts Community:
We have received a donation of professional equipment that will allow us to offer a studio space for working artists down to the novice. This equipment is of the caliber beyond most college level printmaking labs, and is just awaiting a permanent location due to its size. In exchange for the use of the equipment, artists could mentor workshops and classes. We have connections with working artists from communities beyond Florida, and could offer workshops from these inspirational working artists as well.

Proposed improvements to the Project Site

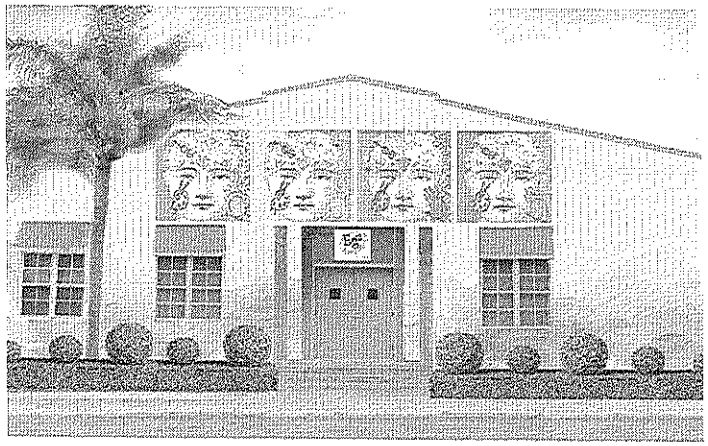
Exterior Aesthetics

The main emphasis of the proposed exterior improvements will focus on the creation of an appealing graphic that will visually enhance the building's façade. The attached images are provided to give an idea of what could possibly be done to add excitement to the project, with eye-catching graphics and colors.

Views from public viewing areas will be significantly impacted with the development of the proposed project. The visual character of the area is of an arts-oriented urban community. The proposed building design will strengthen the presence of the arts community.

It is our goal to present our building in such a way that it will:

- Add a substantial artistic personality to a previously less-than-exciting building.
- Substantially improve public interest in the area.
- Upgrade the existing visual character and quality of the site and its surroundings
- Increase public awareness of our program.



Educational Gallery Group 2 year projected budget				
Income and Assets			2014	2015
Community Foundation			$50,000	$50,000
M Fisher Foundation			$50,000	$50,000
Workshops/ Programs			$20,000	$25,000
Public Event Sponsorships				
Steamroller Event			$5,000	$5,000
Fashion show			$5,000	$5,000
Private Fundraising			$30,000	$50,000
In Kind Services				
Cousins Law firm Legal and professional services			$20,000	$25,000
Income totals			$160,000	$180,000
Expenses				
Compensation and related expenses				
1 Administrative Staff Position	Operations Management Director		$15,000	$17,000
1 Administrative Staff Position	Marketing and Promotional Director		$15,000	$17,000
1 Administrative Staff Position	Community Liaison and Fundraising Director		$15,000	$17,000
1 FTE Staff Position	Programming and Curriculum coordinator		$35,000	$36,500
Taxes and Liabilities			$5,000	$6,000
Total				

Compensation expenses			$85,000	$93.5000
Administrative Cost				
Tech Support / Local Travel			$1,000	$1,500
Marketing and Publicity	Web page, marketing materials, postage		$5,000	$7,000
Total Administrative Cost			$6,000	$8,5000
Program Expenses				
Public events, special exhibits	Steamroller event and exhibit		$5,000	$5,000
	Fashion show workshops and exhibits		$5,000	$5,000
Regional Scholastics art show			$5,000	$5,000
Artist Green Market	Security, signage, and maintenance of space		$10,000	$10,000
Bi-Monthly Art exhibits	Signage, maintenance of space, supplies		$12,000	$12,000
Student workshops	Contracted personnel, supplies		$15,000	$20,000
bookkeeping			$2,000	$2,000
Utilities, Internet , Phone			$12,000	$15,000
Total Program Expenses			$66,000	$74,000

Exhibit "D"

LAKE WORTH COMMUNITY REDEVELOPMENT AGENCY
RFP #01-1314: SUBLEASE OF TENANT SPACE AT 1121 LUCERNE AVE.
CRA CONFERENCE ROOM
THURSDAY, JANUARY 16, 2014
10:00AM

COMMITTEE MEMBERS IN ATTENDANCE:
Rena Blades – Cultural Council of Palm Beach County
Emily Theodossakos – Lake Worth CRA
William Waters – City of Lake Worth
Craig McInnis – Local Artist
Madlyn McKendry – Lake Worth CRA Board

ALSO IN ATTENDANCE:
Chris Dabros – Lake Worth CRA
Joan Oliva – Lake Worth CRA
Sandra Coombs – Armory Art Center
Talya Lerman – Armory Art Center
Glen Barefoot – EG Squared

The meeting was called to order at 10:10am.

A brief overview of the Request for Proposals and submissions was given. In total, two submissions were received: the Armory Art Center & EG Squared. Committee members were then given the opportunity to ask the proposers direct questions regarding their submissions.

Questions were first directed to the Armory Art Center representatives:

William Waters asked if the Center provides scholarships to its students. Ms. Coombs answered yes, and last year over $30,000 worth of scholarships were provided to mostly need based students.

Rena Blades asked how the Armory Arts Center fit the needs of Lake Worth. Ms. Coombs and Ms. Lerman responded that the Armory works with multiple communities in south County. They also use teachers that live and work within the area. Many of their teachers are also bi-lingual.
Ms. Blades asked how they will market their programs: Ms. Coombs answered that they will have a catalog and send out email blasts.

William Waters asked how they will work with at-risk kids: Ms. Lerman responded that they will use art teachers directly from the local schools and market directly to the community.

Emily Theodossakos asked if they have any plans to change the exterior of the building: the Armory representatives responded no, but they are open to suggestions.

William Waters asked if there are any programs offered for free: the Armory representatives advised that their demonstration projects are free and there are opportunities for volunteers to provide their time. William Waters also asked how they will make the building a more inspiring place: the Armory advised that they will convert it into a large studio space and exhibition space for artists.

Mr. Glen Barefoot from EG Squared then introduced himself.

Ms. Blades asked how does his proposal fit into the overall operational plan: Mr. Barefoot responded that this space will act as the primary location of the organization and offer exhibition space and gallery space for children.
He advised that the hours of operation will likely be business hours and possibly open from Wednesday thru Sunday.

Ms. Blades asked Mr. Barefoot to explain the submitted financials. Mr. Barefoot responded that the location of the gallery space dictates the overall financials of the organization. Ms. Blades asked how much revenue is currently committed. The response was $150,000.

Craig McInnis asked how much time is devoted to the shows. EG Squared responded that the main focus of the organization is towards exhibition space and free workshops. They also advised that 25% of their students receive some form of scholarship.

Ms. Blades asked about potential staff positions. Mr. Barefoot responded that he fills some positions currently and there are open positions as well.

William Waters asked if the budget is realistic: Mr. Barefoot responded that it is and future employees would likely be contract employees.

Craig McInnis asked about a bi-lingual aspect to the curriculum. Mr. Barefoot responded that they are bi-lingual and it is site specific to which languages are spoken.

Rena Blades asked if EG Squared would improve the facilities: Mr. Barefoot responded that they usually do improve the facilities and are open to painting and installing mobile wall systems.

Mr. Barefoot also mentioned that his organization encourages all kids in the community to participate in their events and their organization reaches out to both public and private institutions.

The Committee Members then discussed their thoughts regarding the two submittals.

Craig McInnis suggested that EG Squared is a better fit for Lake Worth but the Armory Art Center brings more stability.

William Waters agreed and advised that the Armory will need help to fit in with Lake Worth's demographics. He has concerns about the staff pay offered by EG Squared.

Emily Theodossakos asked if both organizations can work together. She also asked what times would classes be held. The respondents advised that classes would be held at various times.

Rena Blades commented that the Armory is a high quality and stable organization. She was also impressed with how successful EG Squared has been despite the many obstacles they have overcome.

Madlyn McKendry also suggested that both proposers work together. She commented that EG Squared might be too focused on the youth and not the adult population in the City.

The Committee Members then ranked the submissions. Scores were based on the submitters Ability (15 points), Public Benefit (15 points), Financial Stability (15 points), Growth in the Program (20 points), Diversity (15 points) & Compatibility (20 points) for a total possible score of 100.

Below is the tally of votes for all committee members:

Committee Member	Armory Art Center	EG Squared
Craig McInnis	93	96
Emily Theodossakos	90	85
Rena Blades	92	93
Madlyn McKendry	94	83
William Waters	92	90
TOTAL:	**461**	**447**

Based on the votes, the Committee will recommend that the CRA Board enter into an agreement with the Armory Art Center to sub-lease building at 1121 Lucerne Avenue. This recommendation will take place at the next regularly scheduled CRA Board meeting.

The respondents were thanked for attending and the meeting was adjourned at 11:10am.

Exhibit "E"

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (hereinafter referred to as the "Sublease") is made and entered into as of the _____ of _____, 2014, by and between the Lake Worth Community Redevelopment Agency, a Florida public agency with a business address of 29 South "J" Street, Lake Worth, FL 33460 (hereinafter referred to as "Tenant") and the Armory Art Center, Inc. a Florida not-for-profit corporation, with a business address of 1700 Parker Avenue, West Palm Beach, FL 33401, (hereinafter referred to as "Subtenant").

W I T N E S S E T H:

THAT Tenant, in consideration of the rents and agreements promised and agreed by Subtenant to be paid and performed, subleases to Subtenant, and Subtenant subleases from Tenant, the Property described herein, subject to the following terms.

ARTICLE I

DESCRIPTION OF PROPERTY; TERM

1. Description of Property. Tenant hereby subleases to Subtenant and Subtenant hereby subleases from Tenant the real property located at 1121 Lucerne Avenue, Lake Worth, Florida 33460, which property is legally described in **Exhibit "A"**, which is attached hereto and by reference made a part hereof. All of the land and real property underlying or adjacent thereto, with all improvements thereto, including the Building, and used in connection with the operation of the Building shall be referred to as the "Property".

2. Term. Subtenant shall have and hold the Property for a term (hereinafter referred to as the "Term" or "Sublease Term") of _____, commencing on _____, 2014, and expiring on September 30, 2014 (the "Expiration Date"). The parties shall have the right to renew the Sublease for additional terms upon the execution of a written amendment to this Sublease by both parties.

ARTICLE II

RENT

1. Rent Free Lease. In consideration of the use of the Property by Subtenant, the Subtenant agrees to pay the Tenant the sum of $10.00 for the Term of the Sublease. Such payment shall be made upon the execution of the Sublease by the Subtenant.

2. Security Deposit. No security deposit shall be required for the term of this Sublease.

3. Ad Valorem Taxes. The parties acknowledge that the Property is currently exempt from any ad valorem taxes and assessments. In the event, during the Sublease Term, it is determined that any taxes are due and owning, it shall be the Subtenant's responsibility to remit

the taxes to the Tenant. The Tenant shall then remit any tax payments to the Landlord or the applicable taxing authority.

4. **Place of Payment.** All payments of any charges imposed pursuant to this Sublease shall be made and paid by Subtenant to:

Executive Director
City of Lake Worth Community Redevelopment Agency
29 South J Street
Lake Worth, Florida 33460

or at such other place as Tenant may, from time to time, designate in writing to Subtenant. All payments shall be payable in current legal tender of the United States, as the same is then by law constituted.

ARTICLE III NET LEASE

NET SUBLEASE INTENDED UNLESS EXPRESSLY PROVIDED OTHERWISE. Subtenant acknowledges and agrees that it is intended that this Sublease shall be a Net Sublease to Tenant, except as otherwise provided herein. Subtenant shall pay the charges, impositions, costs and expenses relating to environmental matters, fire and life safety codes, employee health and safety and the American's With Disabilities Act, all with respect to Subtenant's particular use on the Property, and the operation of its business, except to the extent that any such charges, costs, or expenses arise out of, or results from, the acts or omissions of Tenant its agents, employees, or contractors.

ARTICLE IV

USE OF PROPERTY

1. Subtenant shall use the Property for the following purposes: cultural activities and offerings such as musical performances, art exhibitions and theatre workshop space, classrooms, and administrative offices. As the space is located in a public facility, the Subtenant shall insure that activities are accessible to the public, and that activities promote and appeal to the diverse demographics of Lake Worth's population. The Subtenant shall insure a high quality and variety of performances, workshops, and exhibits.

2. Prior to commencing any other use than those described herein on the Property, the Subtenant shall first obtain the written consent of the Tenant. Such consent shall not be unreasonably withheld.

3. The Subtenant shall be responsible for all uses on the Property other than those uses by City employees who have offices on the Property. The Subtenant may allow other entities, organizations, or individuals to use the Property for uses consistent with the allowed uses stated herein; however, Subtenant shall supervise the other entities, organizations, and individuals who

use the Property, and shall be fully responsible for all activities on the Property, and shall provide Tenant with a written list of entities, organizations, or individuals who are used the Property no later than then 10th day of each month.

4. The Subtenant shall not interfere with any use of the Property by employees of the City of Lake Worth who have offices on the Property.

5. Subtenant shall not use or permit the use of the Property or any part thereof for any unlawful purpose, or in violation of any ordinances, laws, rules or regulations of any governmental body. Subtenant shall not do or permit any act which would constitute a public or private nuisance or waste or which would be a nuisance or annoyance or cause damage to Tenant or Tenant's other subtenants, or which would invalidate any policies of insurance or increase the premiums thereof, now or hereafter written on the Building and/or Property.

6. **Operating Hours.** Subtenant must maintain the Property with activities and open to the public as follows:

a. A minimum of 20 operating hours per week.
b. Minimum operating hours must include 5 hours on weekends (Saturday and Sunday).
c. Minimum operating hours must include at least 3 evenings per week, having a duration of at least 1 hour each.

ARTICLE V

PARKING

Subtenant shall have the right to use the parking spaces adjacent to the building on the Property. All parking spaces shall be available on a first come first serve basis. In the event that Subtenant desires to reserve parking spaces for Subtenant's exclusive use, Subtenant may request Tenant to request that the Landlord designate reserved spaces for Subtenant's use at a charge to be determined by the Landlord, provided, however, Tenant shall not be required to grant Subtenant an exclusive right to use any parking spaces.

ARTICLE VI

ACCEPTANCE OF THE PROPERTY

Subtenant acknowledges that Tenant has not made any representations or warranties with respect to the condition of the Property and neither Tenant nor any assignee of Tenant shall be liable for any latent defect therein. The taking of possession of the Property by Subtenant shall be conclusive evidence that the Property were in good and satisfactory condition at the time such possession was taken. If Tenant shall give Subtenant permission to enter into possession of the Property prior to the Commencement Date, such possession or occupancy shall be deemed to be upon all the terms, covenants, conditions, and provisions of this Sublease. This Sublease and all actions taken by Tenant and Subtenant are subject to the terms and conditions of the Lease

entered into between the City of Lake Worth and the Tenant dated October 15, 2013, as may be amended from time to time. A copy of the Lease between the City of Lake Worth and the Tenant is attached hereto as **Exhibit "B"**, and incorporated herein by reference.

ARTICLE VII

SUBTENANT OBLIGATIONS AND COMMON AREAS

1. Utilities. The City of Lake Worth is responsible for all charges for electricity, plumbing, telephone, cable, television, communication equipment, water, sewer, gas, daily janitorial service, refuse removal, interior and exterior window cleaning, and all other services and utilities. Unless approved by the Tenant's Board of Commissioners and the City of Lake Worth City Manager, the Subtenant shall pay all costs and expenses for the installation of any improvements made to the Property, any additional utilities, other improvements, or upgrades to the improvements provided by the Tenant.

In the event Subtenant does not keep and maintain the Property to Tenant's satisfaction or make repairs within ten (10) days after notice from Tenant, Tenant may, in addition to any other remedies it may have under law or this Lease, enter upon the Property and maintain the Property and/or make the said repairs or replacements itself, as the case may be, and charge the cost thereof to Subtenant as Additional Rent.

2. Common Areas. Subtenant acknowledges that the City of Lake Worth ("City") owns the Building, and that the City is responsible for the maintenance of the structural, functional and systemic aspects of the Building, including the roof, foundation, load-bearing walls, sidewalks, landscaping, water lines, sanitary sewer lines, stormwater lines, air conditioning, and parking areas (hereinafter referred to as "Common Areas"). The Subtenant agrees that neither the City, nor the Tenant shall be responsible for any claims for damage to person or property that results from any improvements constructed or installed by the Subtenant on the Property.

3. Floor Loads; Noise and Vibration. Subtenant shall not place a load upon any floor of the Property which exceeds the load per square foot, which such floor was designed to carry or which is allowed by law. Business machines and mechanical equipment belonging to Subtenant which cause noise, electrical interference or vibration that may be transmitted to the structure of the Building or to the Property to such a degree as to be objectionable to Tenant shall, upon prior written notice from Tenant to Subtenant, at Subtenant's expense, be placed and maintained by Subtenant in settings of cork, rubber, or spring-type vibration eliminators sufficient to eliminate such noise, electrical interference or vibration.

4. Tenant's Improvements. If at such time the Tenant is able to undertake improvements to the Property, the Subtenant shall not interfere with any construction, repair, or rehabilitation work undertaken at the Property. The Tenant will use its best efforts to permit Subtenant to continue operating at the Property; however, Tenant's access and construction activities shall supersede any use by Subtentant.

ARTICLE VIII

TENANT'S AND SUBTENANT'S PROPERTY

1. **Tenant's Property.** All fixtures, equipment, improvements and appurtenances attached to or built into the Property at the commencement of, or during the Term of this Sublease, shall be and remain a part of the Property and shall be deemed the property of Tenant ("Tenant's Property") and shall not be removed by Subtenant except as set forth herein.

2. **Subtenant's Property.** Unless approved by the Tenant's Board of Commissioners, Subtenant shall be responsible for any build out of the Property, including any flooring, plumbing, electrical, air conditioning, or interior walls, necessary for Subtenant's use of the Property. A copy of Subtenant's Conceptual Floor Plan with proposed improvements is attached hereto as **Exhibit "C"**. Any alterations or amendments to the Floor Plan shall be approved, in writing, by Tenant, prior to commencement of any alterations to the Property.

3. **Removal of Subtenant's Property.** At or before the Expiration Date of this Sublease, or within five (5) days after any earlier termination hereof, Subtenant, at its expense, shall remove from the Property all of Subtenant's Property (except such items thereof as Tenant shall have expressly permitted to remain, which property shall become the property of Tenant), and Subtenant shall repair any damage to the Property or the Building resulting from any installation and/or removal of Subtenant's Property, and shall restore the Property to the same physical condition and layout as they existed at the time Subtenant was given possession of the Property, reasonable wear and tear excepted. Any other items of Subtenant's Property which shall remain in the Property after the Expiration Date of this Sublease, or the earlier termination thereof, may, at the option of Tenant, be deemed to have been abandoned, and in such case, such items may be retained by, or otherwise disposed of by Tenant. Tenant may request Subtenant to remove and pay to Tenant the cost of repairing any damage to the Property or the Building resulting from any installation and/or removal of Subtenant's Property and the cost of restoring the Property to the same physical condition and layout as they existed at the time Subtenant was given possession of the Property, reasonable wear and tear excepted.

ARTICLE IX

ALTERATIONS AND MECHANIC'S LIENS

1. **Alterations by Subtenant.** No alterations to the Property shall be made by Subtenant unless the following conditions are met:

A. Subtenant shall provide a sealed set of plans prepared and certified by an architect to Tenant, and Subtenant shall have received the prior written consent of Tenant, which shall not be unreasonably withheld or delayed.

B. All such alterations or improvements shall be performed by a licensed contractor.

C. Subtenant shall have procured all permits, licenses and other authorizations required for the lawful and proper undertaking thereof, and immediately upon completion of any such alterations, Subtenant shall obtain a proper Certificate of Occupancy and deliver same to Tenant.

D. All alterations when completed shall be of such a nature as not to (i) reduce or otherwise adversely affect the value of the Property; (ii) diminish the general utility or change the general character thereof; (iii) result in an increase of the Operating Expenses, or (iv) adversely affect the mechanical, electrical, plumbing, security or other such systems of the Building or the Property.

E. All alterations made by Subtenant shall remain on and be surrendered with the Property upon expiration or the earlier termination of this Lease.

2. Mechanic's, Materialman's and Laborer's Liens. Subtenant agrees that it will make full and prompt payment of all sums necessary to pay for the cost of repairs, alterations, improvements, changes or other work done by Subtenant to the Property and further agrees to indemnify and hold harmless Tenant and the City of Lake Worth from and against any and all such costs and liabilities incurred by Subtenant, and against any and all mechanic's, materialman's or laborer's liens arising out of or from such work or the cost thereof which may be asserted, claimed or charged against the Property or the Building or Property. The interest of Tenant and the City of Lake Worth in the Property shall not be subject to liens for improvements made by or for Subtenant, whether or not the same shall be made or done in accordance with any agreement between Tenant and Subtenant. In addition to the foregoing, the Subtenant shall notify any of its contractors making any improvements to the Property of the terms of this provision, and Subtenant acknowledges that its knowing and willful failure to provide said notice to the contractor(s) shall render the contract between the Subtenant and the contractor(s) voidable at the option of the contractor(s).

In the event any notice or claim of lien shall be asserted of record against the interest of Tenant or the City of Lake Worth in the Property or Building or the site on which it is located on account of or growing out of any improvement or work done by or for Subtenant, or any person claiming by, through or under Subtenant, for improvements or work the cost of which is the responsibility of Subtenant, Subtenant agrees to use its best efforts to have such notice of claim of lien canceled and discharged of record as a claim against the interest of Tenant or the City of Lake Worth in the Property or the Building or Property (either by payment or bond as permitted by law) within thirty (30) days after notice to Subtenant by Tenant, and in the event Subtenant shall fail to do so, Subtenant shall be considered in default under this Sublease. Subtenant shall, prior to any work being performed, at Tenant's request, execute and record any such recordable documents as are necessary to evidence Tenant's non-responsibility to potential lienors.

ARTICLE X

ASSIGNMENT AND SUBLETTING

1. This Sublease shall be non-assignable by Subtenant. Subtenant shall be permitted to

allow other entities, organizations, and individuals use the Property pursuant to the terms and conditions of this Sublease, subject to the Subtenant's supervision of the uses and activities on the Property.

2. Tenant shall have the right to sell, assign, or otherwise encumber or dispose of Tenant's interest in the Property and this Sublease. In the event of any such disposition, Tenant shall have no further liability or obligation to Subtenant under this Sublease.

ARTICLE XI

OBLIGATION TO COMPLY

1. Obligations of Subtenant. Subtenant shall, during the Term of this Sublease, at its sole cost and expense, comply with all valid laws, ordinances, regulations, orders and requirements of any governmental authority which may be applicable to the Property or to its use, whether or not the same shall interfere with the use or occupancy of the Property arising from (a) Subtenant's use of the Property; (b) the manner or conduct of Subtenant's business or operation of its installations, equipment or other property therein; (c) any cause or condition created by or at the instance of Subtenant; or (d) breach of any of Subtenant's obligations hereunder, whether or not such compliance requires work which is structural or non-structural, ordinary or extraordinary, foreseen or unforeseen. Subtenant shall pay all of the costs, expenses, fines penalties and damages which may be imposed upon Tenant by reason or arising out of Subtenant's failure to fully and promptly comply with and observe the provisions of this Section. Subtenant shall give prompt notice to Tenant of any notice it receives of the violation of any law or requirement of any public authority with respect to the Property or the use or occupation thereof. Subtenant's obligation to comply with laws shall include, without limitation, those laws and regulations contemplated by this Sublease, Title III of the Americans With Disabilities Act of 1990, as Amended, and the Florida Clean Indoor Air Act (FCIAA) stating a person may not smoke in an enclosed indoor workplace. In the event Subtenant receives any notice alleging violation of any of the aforementioned laws, ordinances, regulations, orders, rules or requirements relating to any portion of the Property, the Building or of the Property; or any notice of regulatory action or investigation instituted in connection therewith, Subtenant shall provide written notice to Tenant thereof within ten (10) days after receipt of same by Subtenant.

2. Attorneys' Fees. In connection with any litigation, mediation, arbitration, special proceeding or other proceeding arising out of the Sublease, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees through and including any appeals and any post-judgment proceedings. Tenant's liability for costs and reasonable attorney's fees, however, shall not alter or waive Tenant's entitlement to sovereign immunity, or extend Tenant's liability beyond the limits established in section 768.28, Florida Statutes, as amended.

ARTICLE XII

INDEMNIFICATION, SOVEREIGN IMMUNITY, AND INSURANCE

1. The Tenant is a state agency as defined in §768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third Parties in any matter arising out of this Agreement.

2. Indemnification by Subtenant. In consideration of ten dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Subtenant shall defend, indemnify and hold the Tenant and the City of Lake Worth, their respective officers, agents and employees, harmless from or on account of any liabilities, damages, losses and costs received or sustained by any person or persons by or in consequence of any negligence of Subtenant, excluding the gross negligence willful, wanton or intentional misconduct of the Tenant, and its agents and employees. The Subtenant agrees that negligent, reckless or intentional wrongful misconduct also includes but is not limited to the violation of any Federal, State, County or City laws, by-laws, ordinances or regulations by the Subtenant, its subcontractors, agents, servants or employees. Subtenant further agrees to defend, indemnify and save harmless the Tenant and the City of Lake Worth from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against the Tenant or the City of Lake Worth on account of any claims, fees, royalties, or costs for any invention or patent, and from any and all suits and actions that may be brought against the Tenant or the City of Lake Worth for the infringement of any and all patents or patent rights claimed by any person, firm, or corporation.

The indemnification provided above shall obligate the Subtenant to defend at its own expense or to provide for such defense, at the Tenant's or City of Lake Worth's option, any and all claims or liability and all suits and actions of every name and description that may be brought against the Tenant or City of Lake Worth which may result from the operations and activities under the Agreement whether the actions are performed by the Subtenant, its subcontractor, independent contractors, performers, artists, consultants, or by anyone directly or indirectly employed by either. This indemnification includes all costs and fees including reasonable attorney's fees, paralegal expenses, and costs at both the trial and appellate levels. The indemnity obligation of the Subtenant shall survive expiration or termination of this Agreement.

3. Insurance. Subtenant shall, at its expense continue in force during the life of the contract, commercial general liability, including public and contractual liability insurance in the amount of $1,000,000.00 per occurrence ($2,000,000.00 aggregate) to protect the firm from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the contract, whether such operations be by the firm or by anyone directly or indirectly employed by or contracting with the firm. All personal property of Subtenant located in the Property shall be placed therein at Subtenant's sole risk and Tenant shall have no liability for any loss or damage suffered to such personal property unless such damage is proximately caused by the negligence of Tenant. Subtenant shall also procure and maintain throughout the Term a comprehensive property policy, including special perils insuring all of Subtenant's property and all improvements in an amount which will insure the replacement value of Subtenant's property and the improvements.

Any insurance policies hereunder will name Tenant and the City of Lake Worth as additional insureds, and Subtenant will furnish Tenant evidence of such insurance coverage by way of an endorsement to same or a certificate of insurance no later than (10) days prior to the Commencement Date, unless otherwise sooner requested by Tenant. All such policies shall specify that the insurer shall have no right of subrogation against the City of Lake Worth and/or the Lake Worth CRA for payments of any premiums or deductibles there under and such insurance policies shall be assumed by, credited to the account of, and undertaken at the Organization's sole risk. All such insurance will be with an insurance carrier acceptable to Tenant, and who must have a rating of no less than "excellent" by A.M. Bests. All such insurance policies may not be modified or terminated without thirty (30) days' prior written notice to Tenant.

Upon the default of Subtenant in effecting any such insurance, Tenant may procure any such comparable insurance, and/or pay the premiums and other charges incidental thereto, and any and all reasonable amounts so paid by Tenant, together with the interest thereon from the date of such payment at the rate of 10% per annum, shall be additional rent hereunder, and shall be paid with the next and subsequent installment of fixed rent, which shall become due after such payment by Tenant, it being expressly agreed that the payment by Tenant of any such premium shall not be deemed to waive or release the default in the payment thereof by Subtenant, or the right of Tenant to take such action as may be permissible hereunder, as is the case of default in the payment of fixed rent.

Subtenant will cooperate with Tenant and Tenant will cooperate with Subtenant in connection with the collection of any insurance monies that may be due in the event of loss, and will execute and deliver to Tenant such proofs of loss, and any other instruments that may be required for the purpose of facilitating the recovery of any such insurance monies, and in the event that Subtenant shall fail or neglect to so cooperate or to execute, acknowledge, and deliver any such instrument, Tenant in addition to any other remedies, may, as the agent or attorney in fact of Subtenant, execute and deliver any proofs of loss, and any other instruments as may be desirable to Tenant for the collection of such insurance monies, and Subtenant hereby irrevocably nominates, constitutes and appoints Tenant, Subtenant's proper and legal attorney in fact for such purpose, hereby ratifying all that Tenant may do as such attorney in fact of Subtenant. Tenant will cooperate with Subtenant in the same manner and to the same extent as Subtenant is required to cooperate hereunder.

ARTICLE XIII

DEFAULT

1. Events of Default. Subtenant shall be in default under this Sublease if any one or more of the following events shall occur:

A. Subtenant shall fail to pay any installment of the Rent or any other expenses called for hereunder as and when the same shall become due and payable; or

B. Subtenant shall default in the performance of or compliance with any of the other terms or provisions of this Sublease, and such default shall continue for a period of fifteen (15)

days after the giving of written notice thereof from Tenant to Subtenant, or, in the case of any such default which cannot, with bona fide due diligence, be cured within said fifteen (15) days, Subtenant shall fail to proceed within said fifteen (15) day period to cure such default and thereafter to prosecute the curing of same with all due diligence (it being intended that as to a default not susceptible of being cured with due diligence within such period of fifteen (15) days, the time within which such default may be cured shall be extended for such period as may be necessary to permit the same to be cured with bona fide due diligence); or

C. Subtenant shall assign, transfer, or encumber this Sublease or sublet the Property in any manner; or

D. Subtenant shall file a voluntary petition in bankruptcy or any Order for Relief be entered against it, or shall file any petition or answer seeking any arrangement, reorganization, composition, readjustment or similar relief under any present or future bankruptcy or other applicable law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Subtenant of all or any substantial part of Subtenant's properties; or

E. If any creditor of Subtenant shall file a petition in bankruptcy against Subtenant or for reorganization of Subtenant, under state or federal law, and if such petition is not discharged within ninety (90) days after the date on which it is filed; or

F. Subtenant shall vacate or abandon the Property, then, and in such event, or during the continuation thereof (subject to the time period described in subparagraph (B) above, Tenant may, at its option, by written notice to Subtenant, designate a date not less than five (5) days from the giving of such notice on which this Sublease shall end, and thereupon, on such date, this Sublease and all rights of Subtenant hereunder shall terminate. Such termination by Tenant shall not affect the remedies of Tenant provided in this Sublease.

2. Surrender of Property. Upon any termination of this Sublease, Subtenant shall surrender the Property to Tenant, and Tenant, at any time after such termination, may, without further notice, re-enter and repossess the Property without being liable to any prosecution or damages therefore, and no person claiming through or under Subtenant or by virtue of any statute or of any order of any court shall be entitled to possession of the Property.

3. Re-letting. At any time or from time to time after any such termination of this Sublease, Tenant may re-let the Property or any part thereof, in the name of Tenant or otherwise, for such term or terms and on such conditions as Tenant, in its sole discretion, may determine, and may collect and receive the rents therefore. Tenant shall not be responsible or liable for any failure to re-let the Property or any part thereof or for any failure to collect any rent due upon such re-letting.

4. Survival of Obligations. No termination, pursuant to this Article, shall relieve Subtenant of its liability and obligations under this Sublease, and such liability and obligations shall survive any such termination. Any Rent or other monetary obligation of Subtenant that has been abated, deferred or forgiven by Tenant in this Sublease or any amendment thereto, and the cost of all Subtenant Improvements provided or paid for by Tenant pursuant to this Sublease, shall

immediately become due and payable upon the occurrence of an event of default by Subtenant under this Sublease.

5. Holdover. Should Subtenant hold over and remain in possession of the Property at the expiration of any Term hereby created, Subtenant shall, by virtue of this Section, become a tenant-at-sufferance and shall pay Tenant twice the Rent per month of the last monthly installment of Rent above provided to be paid. Said tenancy shall be subject to all the conditions and covenants of this Sublease as though the same had been a tenancy-at-sufferance instead of a tenancy as provided herein, and Subtenant shall give to Tenant at least thirty (30) days prior written notice of any intention to remove from the Property, and shall be entitled to ten (10) days prior notice of any intention of Tenant to remove Subtenant from the Property in the event Tenant desires possession of the Property; provided, however, that said tenant-at-sufferance shall not be entitled to ten (10) days notice in the event the said Rent is not paid in advance without demand, the said ten (10) days written notice being hereby expressly waived.

ARTICLE XIV

REMEDIES

1. **Remedies**. Upon the occurrence of any event of default, Tenant shall be entitled to all remedies available to it under Florida law, including, but not limited to, the filing of suit for the recover of all monetary damages sustained by Tenant as a result thereof. In addition to its statutory and common law remedies in the event of a default by Subtenant, Tenant shall also be entitled, at its option, to exercise any one or more of the following remedies:

A. **Termination**. Tenant shall be entitled to declare this Sublease terminated and the term ended and/or shall have the immediate right of re-entry and may remove all persons and property from the Property in accordance with Florida law and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Subtenant, without evidence of notice and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby so long as all actions taken by Tenant were in accordance with Florida law.

B. **Right to Re-Let**. Tenant may elect to re-enter the Property, either by taking possession pursuant to legal proceedings or otherwise, and may either terminate this Sublease or it may from time to time, without terminating this Sublease, make such alterations and repairs as may be necessary in order to re-let the Property, and re-let the Property or any part thereof for such term or terms (which may be for a term extending beyond the term of this Sublease) and at such rental or rentals and upon such other terms and conditions as Tenant in its sole discretion may deem advisable. No such re-entry or taking possession of the Property by Tenant shall be construed as an election on its part to terminate this Sublease unless a written notice of such intention is given to Subtenant, or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such re-letting without termination, Tenant may at any time hereafter elect to terminate this Sublease for such previous breach. Should Tenant at any time terminate this Sublease for any breach, in addition to any other remedies it may have, it may recover from Subtenant all damages it may incur by reason of such breach,

including the cost of recovering the Property and reasonable attorney's fees, which amount shall be immediately due and payable from Subtenant to Tenant.

ARTICLE XV

QUIET ENJOYMENT

Tenant agrees that Subtenant, upon paying all Rent and all other charges herein provided for and observing and keeping the covenants, agreements, terms and conditions of this Sublease and the rules and regulations of Tenant affecting the Property on its part to be performed, shall lawfully and quietly hold, occupy and enjoy the Property during the Term hereof, expressly subject to the terms, limitations and conditions contained in this Sublease.

ARTICLE XVI

SIGNS AND OBSTRUCTION

1. Signs. Subtenant shall not place or suffer to be placed or maintained upon any exterior door, roof, wall or window of the Property or the Building, any sign, awning, canopy or advertising matter of any kind, and will not place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the Property except as consented to by Tenant, such consent shall not be unreasonably withheld. Said Building signage shall be subject to Tenant's reasonable approval and is subject to all appropriate governmental approvals. At Subtenant's sole expense, Subtenant agrees to maintain any such signage approved by Tenant in good condition and repair at all times and to remove the same at its sole cost and expense at the end of the Term of this Sublease. Upon removal thereof, Subtenant agrees to repair any damage to the Property caused by such installation and/or removal at Subtenant's sole expense.

2. Obstruction. Subtenant shall not obstruct the corridors, elevators, stairs, Common Areas, sidewalks, parking lots or other public portions of the Building or the Property in any manner whatsoever.

ARTICLE XVII

NOTICES

1. Notices. Any notice or other information required or authorized by this Sublease to be given by either Party to the other may be given by hand with receipt; or sent by facsimile transmission; or by certified prepaid mail, return receipt requested; or by nationally recognized overnight courier service, to the other Party at the address stated below. Such address may be changed by either respective Party at any time by giving prior written notice as herein provided. Any notice or information given pursuant to this Section shall be deemed to have been given when received by the Party to whom it has been directed.

AS TO TENANT:	Lake Worth Community Redevelopment Authority 29 South J Street Lake Worth, Florida 33460 Attention: Joan Oliva, Executive Director Telephone: (561) 493-2550 Fax No.: (561) 493-2549
With Copy to:	Goren, Cherof, Doody & Ezrol, P.A. 3099 East Commercial Boulevard, Suite 200 Fort Lauderdale, Florida 33308 Attention: David N. Tolces, Esq. Telephone: (561) 276-9400 Fax No: (954) 771-4923
AS TO SUBTENANT:	Armory Art Center, Inc. Attention: Sandra Coombs, CEO 1700 Parker Avenue West Palm Beach, FL 33401 Telephone No. _____ Fax No.: _____
With Copy to:	_____ _____ _____

ARTICLE XVIII

MISCELLANEOUS

1. Environmental Indemnity. Subtenant agrees to indemnify and hold Tenant and the City of Lake Worth harmless from and against any and all loss, claim, liability, damages, injuries to person, property or natural resources, cost, expense, action or cause of action, arising in connection with the release or presence of any Hazardous Substances at the Property, solely through the acts of Subtenant, its officers, employees, contractors, agents or invitees, whether foreseeable or unforeseeable, regardless of the source of such release and when such release occurred or such presence is discovered. The foregoing indemnity includes, without limitation, all costs in law or in equity of removal, remediation of any kind, and disposal of such Hazardous Substances; all costs of determining whether the Property is in compliance and to cause the Property to be in compliance with all applicable environmental laws, all costs associated with claims for damages to persons, property or natural resources, and Tenant's and the City of Lake Worth's reasonable attorneys' and consultants' fees and costs, whether or not litigation is instituted. For the purposes of definition, "Hazardous Substances" includes, without limitation, any toxic or hazardous wastes, pollutants (or substances, including, without limitation, asbestos, PCBs, petroleum products and by-products, substances defined or listed as "hazardous substances" or "toxic substances" or similarly identified in or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of

1980, as amended, 42 U.S.C. Section 9061 et. seq., hazardous materials identified in or pursuant to the Hazardous Materials Transportation Act 49 U.S.C. Section 1802 et. seq.). Nothing in this section is intended to alter or waive the Tenant's or the City of Lake Worth's entitlement to statutory or common law sovereign immunity, or to extend Tenant's or the City of Lake Worth's liability beyond the limits established in Section 768.28, Florida Statutes, as amended.

2. Mold Exclusion. Subtenant hereby acknowledges that Tenant has advised Subtenant that it is possible for mold/mildew/fungi/microbe-related forms to grow and affect the Property and the property therein. Subtenant agrees that Tenant shall not have any liability or responsibility whatsoever for any damage, loss, claim, or court expense arising out of or resulting from mold/mildew/fungi/microbe-related forms in the Property. Accordingly, Subtenant hereby releases Tenant, the City of Lake Worth, and their agents, employees, successors and assigns, from and against any and all claims arising out of or relating to mold/mildew/fungi/microbe-related forms or any similar situation with respect to the Property. In the event it is discovered that mold is present at the Property then Subtenant, at its sole cost and expense, shall promptly cause the mold condition to be remediated at Subtenant's sole expense unless the mold resulted from Tenant's failure to comply with its maintenance obligations under this Sublease, in which case the remediation of the mold condition shall be undertaken by Tenant at its cost and expense.

3. Asbestos. Subtenant shall comply with all regulations enacted by the Occupational Safety and Health Administration ("OSHA"), as set forth in Sections 1910.1001 and 1926.1101 of Tile 29 of the Code of Federal Regulations (the "OSHA Regulations"). In the event that Subtenant performs any alterations to the Property, Subtenant shall be solely responsible for any contaminant or encapsulation of asbestos-containing materials "ACM" and materials designated by OSHA as presumed asbestos-containing materials ("PACM") located in the Property, or resulting remediation made necessary as a result of Subtenant's work. In addition, the following materials, if located in properties constructed prior to 1981, must, in accordance with the OSHA Regulations , be treated as PACM; any thermal system insulation and surfacing material that is sprayed on, troweled on, or applied in some other manner, as well as any resilient flooring material installed in 1980 or earlier. Upon written request by Subtenant, Tenant shall provide Subtenant with copies of any information pertaining to ACM or PACM in Tenant's files.

4. Radon Gas. Pursuant to Florida Statutes, Section 404.056[6], the following disclosure is required by law: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding Radon and Radon testing may be obtained from your county public health unit.

7. Governing Law. This Sublease shall be governed by and construed in accordance with the laws of the State of Florida, and in the event litigation arises between the parties in connection with any of the terms of this Sublease, exclusive venue shall lie in the Circuit Court in Palm Beach County, Florida. If any provision of this Sublease or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Sublease shall remain in full force and effect. The captions, headings and titles in this Sublease are solely for convenience of reference and shall not affect its interpretation. This

Sublease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Sublease to be drafted. Each covenant, agreement, obligation or other provision of this Sublease on Subtenant's part to be performed shall be deemed and construed as a separate and independent covenant of Subtenant, not dependent on any other provision of this Sublease. All terms and words used in this Sublease, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender, as the context may require.

8. No Partnership or Joint Venture. Nothing contained in this Sublease will be deemed or construed to create a partnership or joint venture between Tenant and Subtenant, or to create any other relationship between the parties other than that of Tenant and Subtenant.

9. Capacity to Execute Sublease. If Subtenant is other than a natural person, Subtenant represents that it is legally constituted, in good standing and authorized to conduct business in the State of Florida. Subtenant further represents that the person who is executing this Sublease on its behalf has the full power and authority to perform such execution and deliver the Lease to Tenant, and that upon such execution and delivery, the Sublease shall be valid and binding upon Subtenant in accordance with its respective terms and conditions.

10. Exculpation of Tenant. Tenant's obligations and liability to Subtenant with respect to this Sublease shall be limited solely to Tenant's interest in the Property and neither Tenant, nor any officer, agent, or representative of Tenant, shall have any personal liability whatsoever with respect to this Sublease.

11. Waiver of Trial by Jury. IT IS MUTUALLY AGREED BY AND BETWEEN TENANT AND SUBTENANT THAT THE RESPECTIVE PARTIES HERETO SHALL, AND THEY HEREBY DO, WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS SUBLEASE, THE RELATIONSHIP OF TENANT AND SUBTENANT OR SUBTENANT'S USE OR OCCUPANCY OF THE PROPERTY, OR BY ANY COURSE OF CONDUCT OR COURSE OF DEALING.

12. Entire Agreement. This Sublease constitutes the entire understanding between the parties and shall bind the parties, their successors and assigns. No representations, except as herein expressly set forth, have been made by either party to the other, and this Sublease cannot be amended or modified except by a writing signed by Tenant and Subtenant.

13. Sale of Property by Tenant. The parties agree that City of Lake Worth has the right to sell the Property, subject to this Sublease, at any time during the Sublease Term.

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above written.

TENANT:

ATTEST:

LAKE WORTH COMMUNITY REDEVELOPMENT AGENCY

_____
Joan Oliva, Executive Director

By: _____
Cary Sabol, Chair

SUBTENANT:

ATTEST:

ARMORY ART CENTER, INC., a Florida not for profit corporation

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

STATE OF _____

COUNTY OF _____

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ and _____ as _____ and Secretary, respectively, of the Armory Art Center, Inc., and acknowledged executed the foregoing Agreement as the proper official of the Armory Art Center, Inc. for the use and purposes mentioned in it and affixed the official seal of the Armory Art Center, Inc. and that the instrument is the act and deed of the Armory Art Center, Inc..

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this____ day of _____, 2014.

_____
NOTARY PUBLIC

My Commission Expires:

DNT:dnt
C:\Users\DTolces\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.MSO\16C4EC9D.docm

LIST OF EXHIBITS

1. **EXHIBIT "A" – LEGAL DESCRIPTION OF THE PROPERTY**
2. **EXHIBIT "B" – LEASE BETWEEN CITY AND CRA**

Exhibit "A"

Legal Description for 1121 Lucerne Avenue

38-43-44-21-15-515-0010

TOWN OF LAKE WORTH LTS 1 TO 6 & LTS 11TO 16 INC BLK F

Exhibit "B"

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), made and entered into on October 15, 2013, by and between **THE CITY OF LAKE WORTH,** a municipal corporation of the State of Florida, hereinafter referred to as "Landlord", and **THE LAKE WORTH COMMUNITY REDEVELOPMENT AGENCY,** a public agency created pursuant to Part III, Chapter 163, Florida Statutes, hereinafter referred to as "Tenant".

WITNESSETH:

WHEREAS, Landlord is the owner of certain real property in Palm Beach County, Florida, located at 1121 Lucerne Avenue, Lake Worth, Florida, 33460, which property is legally described in Exhibit "A" attached hereto and by reference made a part hereof (the "Property"); and

WHEREAS, Tenant desires to lease the Property in order to rehabilitate and convert the exiting Shuffleboard Courts Community Center into a new Community Cultural Facility that will provide a location for the promotion of culture and arts in the City of Lake Worth; and

WHEREAS, Landlord is willing to lease the Property to the Tenant for the purposes hereinafter defined.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter reserved and contained on the part of the Tenant to be observed and performed, the Landlord demises and leases to Tenant, and the Tenant rents from Landlord the Premises as hereinafter defined upon the following terms and conditions:

ARTICLE I
BASIC LEASE PROVISIONS

Section 1.01 Premises.

The Premises subject to this Lease shall consist of the Property together with any improvements now existing or constructed hereinafter thereon.

Section 1.02 Length of Term and Commencement Date.

The term of this Lease shall commence October 1, 2013 for purposes of commencing renovations and occupancy by Tenant and shall extend for a period of one (1) year thereafter (the "Term"), unless sooner terminated pursuant to the provisions of this Lease. The Term may be extended upon mutual, written agreement of the parties for additional one (1) year terms upon the execution of a written amendment to this Agreement.

Section 1.03 Effective Date.

This Lease is expressly contingent upon the approval of the Tenant's governing body and shall become effective only when signed by all parties and approved by the City of Lake Worth City Commission.

ARTICLE II
RENT

Section 2.01 Rent Free Occupancy.

In consideration of the improvements constructed by Tenant pursuant to the terms of this Lease, Tenant shall be entitled to use and occupy the Premises without payment of rent or any additional consideration, except as expressly provided herein.

Section 2.02 Assessments.

The parties acknowledge that both parties are exempt from the imposition of ad valorem and other taxes. In the event of the imposition of any ad valorem taxes, special assessments or other charges, Landlord and Tenant agree to negotiate, in good faith, the parties' respective payment obligations which may arise under this Lease or the Tenant's use of the Premises.

ARTICLE III
CONDUCT OF BUSINESS AND USE OF PREMISES BY TENANT

Section 3.01 Use of Premises.

The Premises shall be rehabilitated, converted and used for the establishment and operation of a Community Cultural Facility. Tenant shall not use, permit, or suffer the use of the Premises for any other purpose whatsoever without the prior written consent of Landlord which consent shall not be unreasonably withheld. Tenant's obligations under this Lease are contingent upon such use of the Premises being in compliance with all applicable zoning laws, rules, and regulations affecting the Premises. Arts and cultural programming shall have a priority over all other uses of the Premises, subject to any specific written requests by the Landlord to use the Premises.

Section 3.02 Conduct.

Tenant shall not commit waste upon the Premises, nor maintain, commit, or permit the maintenance or commission of a nuisance thereon, or use the Premises for any unlawful purpose. Tenant acknowledges that its employees and the Premises shall, throughout the Term of this Lease, be in full compliance with all federal, state, Tenant, and local statutes, laws, rules, and regulations respecting the use and occupancy of the Premises.

Section 3.03 Hazardous Substances.

Tenant shall comply with all applicable Federal, State and local laws, regulations and ordinances protecting the environment and natural resources and regulating hazardous substances.

Section 3.04 Surrender of Premises.

Upon termination, expiration, or cancellation of this Lease, Tenant, at its sole cost and expense, shall remove Tenant's personal property and removable fixtures and equipment from the Premises, and shall surrender the Premises to the Landlord. Upon surrender of the Premises, title to any improvements constructed upon the Property shall vest in Landlord.

ARTICLE IV
ALTERATION OF LEASED PREMISES

Section 4.01 Landlord's Work.

Landlord shall not be obligated or required to perform any improvements whatsoever to the Property.

Section 4.02 Rehabilitation and Conversion.

(a) Prior to commencing the rehabilitation and conversion of the Property into the Community Cultural Facility, Tenant shall provide the Landlord with a copy of the detailed design and construction plans and specifications. Landlord shall have thirty (30) days to review the plans and specification. If the Landlord determines that the plans and specifications will likely result in a significant increase in the Landlord's costs for the Premises or will likely have a detrimental impact on the Premises, the Landlord shall notify the Tenant within said thirty (30) days and the parties shall meet to resolve such matters. If no such notification is provided, the Landlord shall be deemed to have consented to such plans and specifications. Tenant shall be solely responsible for any and all improvements, repairs, alterations or other work necessary to render the Premises suitable for Tenant's intended use. All work done by Tenant in connection with the Community Cultural Facility shall be done in a good and workmanlike manner. All design, permitting, and construction shall be performed by Tenant at its sole cost and expense. Tenant shall submit its applications for development approval and permits to the appropriate regulatory agencies for approval. Landlord shall timely execute all consents, applications, plat or re-plats, unity of title, and/or owner authorizations for such government approvals as may be required of Landlord as property owner.

(b) Upon receipt of the necessary government approvals, Tenant shall be authorized to commence the rehabilitation and conversion of the Premises into the Community Cultural Facility. Tenant shall make reasonable, good faith effort to provide Landlord with no less than thirty (30) days written notice prior to the commencement of construction. Tenant shall promptly provide Landlord with any and all changes to the detailed design and construction plans and specifications. If the Landlord determines that the changes to the plans and specifications will likely result in a significant increase in the Landlord's costs for the Premises or will likely have a detrimental impact on the Premises, the Landlord shall promptly notify the Tenant and the parties shall meet to resolve such matters. If no such notification is provided, the Landlord shall be deemed to have consented to the changes in the plans and specifications.

Section 4.03 Alterations.

After completion of the initial rehabilitation and conversion of the Premises into the Community Cultural Facility, Tenant shall be entitled to make alterations, improvements, or additions to the Premises (hereinafter, collectively "Alterations") at its sole cost and expense.

Tenant agrees and acknowledges that all Tenant's Alterations, installed on the Premises by Tenant, whether pursuant to this Section or otherwise, shall be performed and accomplished solely for the benefit and convenience of Tenant, and not for the benefit of Landlord, such Alterations being nevertheless subject to each and every provision of this Lease. Any Alterations to the Premises, shall require the prior written approval of Landlord in each instance, which approval shall not be unreasonably withheld. Tenant shall submit plans and specifications for all such Alterations to Landlord for Landlord's written approval prior to Tenant commencing work on same. Landlord shall provide a written response within thirty (30) days after receipt of request therefore by Tenant, failing which Landlord shall be deemed to have consented to such plans and specifications. All work done by Tenant in connection with any Alterations, repairs, and maintenance on the Premises shall be done in a good and workmanlike manner.

Section 4.04 Construction Liens.

Prior to the commencement of any improvements on the Premises, the Tenant shall obtain a public construction performance bond in accordance with section 255.05, Florida Statutes, if required by such statute. In the event a construction lien is filed against the Premises in connection with any work performed by or on behalf of the Landlord or Tenant, the party performing such work shall promptly cause such lien to be removed from the Premises.

ARTICLE V
REPAIRS AND MAINTENANCE OF PREMISES

Section 5.01 Responsibility of Landlord.

Landlord shall not be obligated or required to make any repairs or conduct any maintenance whatsoever to the Premises. Notwithstanding the foregoing, in the event that any maintenance or repairs to the Premises arise from any negligent or intentional act or omission of Landlord, its employees or agents, Tenant shall complete the necessary repairs and Landlord shall reimburse the Tenant for all expenses incurred by Tenant in doing so.

Section 5.02 Responsibility of Tenant.

Tenant shall maintain the Premises in good condition and repair, normal wear and tear and casualty excepted, at its sole cost and expense.

ARTICLE VI
INSURANCE

Section 6.01 Liability Insurance.

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, both the Tenant and the Landlord acknowledges to be self-insured for General Liability under Florida sovereign immunity statutes with coverage limits of $200,000 Per Person and $300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature. In the event that either the Tenant or the Landlord maintains third-party Commercial General Liability in lieu of exclusive reliance of self-insurance under section 768.28, Florida Statutes, both the Tenant and the Landlord shall maintain said insurance policies at limits not less than $500,000 combined single limit for bodily injury or property damage.

Both the Tenant and the Landlord shall maintain or be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Chapter 440, Florida Statutes. When requested, both the Tenant and the Landlord shall provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which both the Tenant and the Landlord recognize as acceptable for the foregoing coverage. Any insurance provided by a contractor operating on the Premises shall name the Landlord and the Tenant as additional insureds. Compliance with the foregoing requirements shall not relieve either the Tenant or the Landlord of its liability and obligations under this Lease.

Section 6.02 Personal Property.

All of Tenant's personal property placed or moved in the Premises shall be at the risk of the Tenant or the owner thereof. Except as otherwise provided herein, Landlord shall not be liable for any damage to such personal property, except to the extent caused by the Landlord, its agents', or its employees' willful or negligent acts or omissions.

Section 6.03 Insurance for Community Cultural Facility. Building insurance may be provided by Tenant at its option, with Tenant as the sole beneficiary of any proceeds as a result of loss.

ARTICLE VII
DAMAGE OR DESTRUCTION OF PREMISES AND/OR TENANT'S ALTERATIONS

In the event the Premises shall be destroyed or so damaged or injured by fire or other casualty during the Term of this Lease, or any extension thereof, whereby the same shall be rendered untenable, in whole or in part, Tenant shall have the right to terminate this Lease, whereupon the parties shall be relieved of all further obligations hereunder occurring subsequent to the date of such casualty. In the event Tenant exercises its right to terminate this Lease due to any such casualty which was due to the negligence or intentional acts or omission of the Tenant, its employees or its agents, upon Landlord's written request, Tenant shall restore the Premises to the condition it was in as of the Effective Date of this Lease. In the event Tenant does not exercise its right to terminate this Lease due to any such casualty, Tenant shall promptly commence restoration of the Premises and diligently pursue such restoration to completion using materials of like kind and quality or better. Notwithstanding the above, nothing contained herein shall obligate Tenant to restore the Premises.

ARTICLE VIII
INDEMNIFICATION

The parties acknowledge that the other party is a governmental entity that is liable for its own actions and negligence, and, to the extent permitted by law, and subject to the limitations contained in Section 768.28, Florida Statutes, shall indemnify, defend and hold harmless the other party against any actions, claims or damages arising out of the indemnifying party's negligent, willful, or intentional acts or omissions in connection with this Lease. The foregoing indemnification shall not constitute a waiver of a parties' entitlement to sovereign immunity beyond the limits set forth in section 768.28, Florida Statutes, nor shall the same be construed to

constitute agreement by either party to indemnify the other party for such party's negligent, willful, or intentional acts or omissions.

ARTICLE IX
UTILITIES AND SERVICES

Landlord shall be solely responsible for and promptly pay directly to the utility company or the provider of such service all charges or assessments for water, gas, electricity, cable, trash collection and removal and any other utilities. Landlord shall not be liable for an interruption or failure in the supply of such service to the Premises resulting from a failure of the utility company (regardless of whether it is the Landlord's utility or otherwise) to provide service to the Premises.

ARTICLE X
ASSIGNMENT AND SUBLETTING

Neither the Tenant nor the Landlord may assign, mortgage, pledge, or encumber this Lease in whole or in part, without the other party's prior written consent, which shall not be unreasonably withheld. In the event of an approved assignment, Tenant or Landlord shall be released from any further obligations hereunder, as applicable. In the event of an approved sale, mortgage, pledge, or encumbrance of the Property by Landlord, such sale, mortgage, pledge, or encumbrance of the Property shall be subject to the terms of this Lease. The Tenant is authorized to enter into subleases with third parties for the sublease of the Premises for the purpose of providing exhibition, performance, and classroom space during the term of this Lease.

ARTICLE XI
DEFAULT

Section 11.01 Default by Tenant.

The occurrence of any one or more of the following shall constitute an Event of Default by Tenant under this Lease: (i) failure by Tenant to perform or observe any of the agreements, covenants, or conditions contained in this Lease on Tenant's part to be performed or observed for more than thirty (30) days after notice from Landlord of such failure; (ii) Tenant's vacating or abandoning the Premises; or (iii) Tenant's leasehold estate being taken by execution, attachment, or process of law. If any Event of Default occurs, then, at any time thereafter while the Event of Default continues, Landlord shall have the right to give Tenant notice that Landlord intends to terminate this Lease upon a specified date not less than thirty (30) days after the date notice is received by Tenant, and this Lease shall then expire on the date specified as if that date had been originally fixed as the expiration date of the Term of this Lease. If, however, the default is cured within such period or within a reasonable period thereafter if the same cannot be cured within such period, provided that Tenant diligently proceeds with the curing of the default and undertakes such cure within such period and the Landlord is so notified, this Lease shall continue.

Section 11.02 Default by Landlord.

Landlord shall be in default of this Lease if Landlord shall fail to observe or perform any term, covenant, or condition of this Lease on the Landlord's part to be observed or performed, and the Landlord fails to remedy the same within thirty (30) days after notice from Tenant. In the event the default is of such a nature that it cannot be reasonably cured within the foregoing thirty (30) day period, Landlord shall be entitled to a reasonable period of time under the circumstances in which to cure said default, provided that Landlord diligently proceeds with the curing of the default. In the event that the default is not cured by Landlord within the foregoing time period, Tenant, at Tenant's option, may either cure said default and Landlord shall reimburse Tenant for all expenses incurred by Tenant in doing so, or Tenant may give to the Landlord thirty (30) days' notice specifying that the Tenant intends to terminate this Lease. Upon receipt of said notice and expiration of the thirty (30) day period, this Lease and all obligations of Tenant hereunder shall terminate and Tenant shall thereupon be relieved of all further obligations hereunder.

ARTICLE XII
ACCESS BY LANDLORD

At all times under this Lease, subject to the provisions contained herein, Landlord and Landlord's agents and employees shall have the right to enter upon the Premises at all reasonable times to examine the same. Landlord shall provide Tenant with twenty four (24) hours advance notice prior to exercising such right except in an emergency in which event no notice shall be required and Landlord shall exercise such right in a manner which minimizes the impact upon Tenant's use of the Premises.

ARTICLE XIII
ANNUAL BUDGETARY FUNDING/CANCELLATION

This Lease and all obligations of Tenant and Landlord hereunder are subject to and contingent upon annual budgetary funding by the Tenant's governing body. Notwithstanding anything in this Lease to the contrary, Tenant and Landlord shall have the right to cancel this Lease for any reason related to annual budgetary funding upon ninety (90) days prior written notice to the other party, whereupon the parties shall be relieved of all further obligations hereunder.

ARTICLE XIV
QUIET ENJOYMENT

Upon the observance and performance of all the covenants, terms, and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term hereby demised and any extensions thereof without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through, or under the Landlord.

ARTICLE XV
CONDEMNATION

If all or part of the Premises shall be taken, condemned or conveyed pursuant to agreement in lieu of condemnation for public or quasi public use, the entire compensation or award therefore, including any severance damages, shall be apportioned between Landlord and Tenant in proportion to the value of their respective interests. Tenant shall also be entitled to receive compensation for the value of any Alterations, Affected Alterations or other improvements made by Tenant to the Premises and moving expenses. In addition, Tenant may elect to terminate this Lease in which event this Lease shall terminate effective as of the date title is vested in the condemning authority, whereupon the parties shall be relieved of all further obligations occurring subsequent to the date of termination other than those relating to apportionment of the compensation for such condemnation. In the event the Tenant elects to terminate this Lease as provided in this Article, Tenant will be allowed not less than sixty (60) days' notice to remove its property from the Premises.

ARTICLE XVI
MISCELLANEOUS

Section 16.01 Waiver, Accord and Satisfaction.

The waiver by Landlord or Tenant of any default of any term, condition, or covenant herein contained shall not be a waiver of such term, condition, or covenant, or any subsequent default of the same or any other term, condition, or covenant herein contained. The consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent similar act by Tenant.

Section 16.02 Public Entity Crimes.

As provided in sections 287.132-133, Florida Statutes, Landlord and Tenant hereby certifies that neither Landlord, Tenant nor their employees, who will perform hereunder, have been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) month period immediately preceding the Effective Date of the Term of this Lease. This certification is required pursuant to section 287.133(3)(a), Florida Statutes.

Section 16.03 Entire Agreement.

This Lease and the Exhibit attached hereto constitute all agreements, conditions, and understandings between Landlord and Tenant concerning the Premises. All representations, either oral or written, shall be deemed to be merged into this Lease. Except as herein otherwise provided, no subsequent alteration, waiver, change, or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

Section 16.04 Notices.

All notices, consents, approvals, and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), or alternatively shall be sent by United

States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the Landlord at:

City of Lake Worth
Attention: City Manager
7 North Dixie Highway
Lake Worth, Florida 33460

(b) If to the Tenant at:

Lake Worth Community Redevelopment Agency
Attn: Executive Director
29 South J Street, Unit 1
Lake Worth, FL 33460

Any party may from time to time change the address to which notice under this Lease shall be given such party, upon three (3) days prior written notice to the other parties.

Section 16.05 Severability.

If any term of this Lease, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application or such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 16.06 Captions.

The captions in this Lease are included for convenience only and shall not be taken into consideration in any construction or interpretations of this Lease or any of its provisions.

Section 16.07 Recording.

Either party shall be entitled to record this Lease or a Memorandum of Lease in the public records of Palm Beach County for the purpose of providing public notice of each party's interest in the Premises. However, such recording shall not occur until Tenant has provided Landlord with notice that the Tenant has been awarded the Grant.

Section 16.08 Waiver of Jury Trial.

THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER IN CONNECTION WITH THIS LEASE.

Section 16.09 Governing Law and Venue.

This Lease shall be governed by and interpreted according to the laws of the State of Florida and venue shall be in a state court of competent jurisdiction in Palm Beach County.

Section 16.10 Time of Essence.

Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

Section 16.11 Benefit and Binding Effect.

This Lease shall be binding upon and inure to the benefit of the heirs, successors, legal representatives, and assigns of the parties hereto.

Section 16.12 Radon.

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from Tenant's public health unit.

Section 16.13 Non-Exclusivity of Remedies.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 16.14 Non-Discrimination.

The parties agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, sexual orientation, or gender identity or expression, be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Lease.

Section 16.15 Construction.

No party shall be considered the author of this Lease since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Lease shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Lease and the same shall remain in full force and effect.

Section 16.16 Incorporation by Reference.

The Whereas clauses and Exhibit attached hereto and referenced herein shall be deemed to be incorporated into this Lease by reference.

Section 16.17 Palm Beach County Office of the Inspector General.

Pursuant to Ordinance No. 2009-049, Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present and proposed contracts, transactions, accounts and records. All parties hereto shall fully cooperate with the Inspector General. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the Landlord and its officers, agents, employees, and lobbyists in order to ensure compliance with the lease specifications and to detect waste, corruption and fraud.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease, or have caused the same to be executed, as of the day and year first above written.

LANDLORD:

Witnesses:

CITY OF LAKE WORTH, FLORIDA

Print name: Kim E. Bureau

Pam Triolo, Mayor

Print name: SILVINA DONALDSON

ATTEST:

Approved as to form and legal sufficiency:

Pamela J. Lopez, City Clerk

Glen J. Torcivia, City Attorney

TENANT:

LAKE WORTH COMMUNITY REDEVELOPMENT AGENCY

Witnesses:

Print name: Chris Dabros

Madlyn McKendry, Vice Chair

Print name: EMILY THEODOSSAKOS

ATTEST:

Joan Oliva, Executive Director

H:\GOV CLIENTS\LWCRA 1468\040459\2013 AGMT\CRA lease agreement shuffleboards center (clean).docx

EXHIBIT "A"
LEGAL DESCRIPTION OF PREMISES

Lots 1 to 6 and Lots 11 to 16, Block F, TOWNSITE OF LUCERNE (N/K/A LAKE WORTH)

Parcel Control Number: 38-43-44-21-15-515-0010

REVISED AND RESTATED LEASE AGREEMENT

THIS REVISED AND RESTATED LEASE AGREEMENT ("Restated Lease"), made and entered into on MARCH 11, 2014, by and between **THE CITY OF LAKE WORTH**, a municipal corporation of the State of Florida, hereinafter referred to as "Landlord", and **THE LAKE WORTH COMMUNITY REDEVELOPMENT AGENCY**, a public agency created pursuant to Part III, Chapter 163, Florida Statutes, hereinafter referred to as "Tenant".

WITNESSETH:

WHEREAS, Landlord is the owner of certain real property in Palm Beach County, Florida, located at 1121 Lucerne Avenue, Lake Worth, Florida, 33460, which property is legally described in **Exhibit "A"** attached hereto and by reference made a part hereof (the "Property"); and

WHEREAS, the Landlord and Tenant entered a lease for the Property on October 15, 2013 wherein the Tenant agreed to rehabilitate and convert the Property's exiting Shuffleboard Courts Community Center into a new Community Cultural Facility in order to provide a location for the promotion of culture and arts in the City of Lake Worth (the "Lease"); and

WHEREAS, the Tenant then sought proposals from interested subtenants who would provide for cultural activities and offerings such as musical performances, art exhibitions, theatre workshop space, and classes at the Property; and .

WHEREAS, the Landlord reviewed the proposals the Tenant received and determined that the proposal from the Armory Art Center, Inc., a Florida not for profit corporation (the "Armory Art Center", would best serve the interests of the City of Lake Worth and the community in the creation of the City's Art Center at the Property; and

WHEREAS, the Landlord and Tenant desire to revise and restate the Lease in order to revise the term of the Lease and acknowledge the sublease between the Tenant and the Armory Art Center.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter reserved and contained on the part of the Tenant to be observed and performed, the Landlord demises and leases to Tenant, and the Tenant rents from Landlord the Premises as hereinafter defined upon the following terms and conditions:

ARTICLE I
BASIC RESTATED LEASE PROVISIONS

Section 1.01 Premises.

The Premises subject to this Restated Lease shall consist of the Property together with any improvements now existing or constructed hereinafter thereon. Notwithstanding the foregoing, the Premises shall not include the following areas which shall remain utilized by the Landlord's staff:

- One (1) occupied office on the east wing of the building on the Premises along with a reception area and related work station.
- Three (3) occupied offices on the west wing of the building on the Premises.
- No furniture (tables and chairs) is provided under this Restated Lease.

Section 1.02 Length of Term and Commencement Date.

The term of this Restated Lease shall commence upon the approval of this Restated Lease by the Landlord and shall extend for a period of one (1) year thereafter (the "Term"), unless sooner terminated pursuant to the provisions of this Restated Lease. The Term may be extended upon mutual, written agreement of the Landlord and Tenant for additional one (1) year terms upon the execution of a written amendment to this Restated Lease. The Landlord's City Manager is authorized to approve an extension of this Restated Lease.

Section 1.03 Effective Date.

This Restated Lease is expressly contingent upon the approval of the Tenant's governing body and shall become effective only when signed by the Tenant and approved by the City of Lake Worth City Commission and signed by the Mayor of the City of Lake Worth.

ARTICLE II
RENT

Section 2.01 Rent Free Occupancy.

In consideration of the improvements constructed by Tenant pursuant to the terms of this Restated Lease, Tenant shall be entitled to use and occupy the Premises without payment of rent or any additional consideration, except as expressly provided herein.

Section 2.02 Assessments.

The parties acknowledge that both parties are exempt from the imposition of ad valorem and other taxes. In the event of the imposition of any ad valorem taxes, special assessments or other charges, Landlord and Tenant agree to negotiate, in good faith, the parties' respective payment obligations which may arise under this Restated Lease or the Tenant's use of the Premises.

ARTICLE III
CONDUCT OF BUSINESS AND USE OF PREMISES BY TENANT

Section 3.01 Use of Premises.

The Premises shall be rehabilitated, converted and used for the establishment and operation of a Community Cultural Facility. Tenant shall not use, permit, or suffer the use of the Premises for any other purpose whatsoever without the prior written consent of Landlord which

consent shall not be unreasonably withheld. Tenant's obligations under this Restated Lease are contingent upon such use of the Premises being in compliance with all applicable zoning laws, rules, and regulations affecting the Premises. Arts and cultural programming shall have a priority over all other uses of the Premises, subject to any specific written requests by the Landlord to use the Premises.

Section 3.02 Conduct.

Tenant shall not commit waste upon the Premises, nor maintain, commit, or permit the maintenance or commission of a nuisance thereon, or use the Premises for any unlawful purpose. Tenant acknowledges that its employees and the Premises shall, throughout the Term of this Restated Lease, be in full compliance with all federal, state, Tenant, and local statutes, laws, rules, and regulations respecting the use and occupancy of the Premises.

Section 3.03 Hazardous Substances.

Tenant shall comply with all applicable Federal, State and local laws, regulations and ordinances protecting the environment and natural resources and regulating hazardous substances.

Section 3.04 Surrender of Premises.

Upon termination, expiration, or cancellation of this Restated Lease, Tenant, at its sole cost and expense, shall remove Tenant's personal property and removable fixtures and equipment from the Premises, and shall surrender the Premises to the Landlord. Upon surrender of the Premises, title to any improvements constructed upon the Property shall vest in Landlord.

ARTICLE IV
ALTERATION OF LEASED PREMISES

Section 4.01 Landlord's Work.

Landlord shall not be obligated or required to perform any improvements whatsoever to the Premises.

Section 4.02 Rehabilitation and Conversion.

(a) Prior to commencing the rehabilitation and conversion of the Premises into the Community Cultural Facility, Tenant shall provide the Landlord with a copy of the detailed design and construction plans and specifications. Landlord shall have thirty (30) days to review the plans and specification. If the Landlord determines that the plans and specifications will likely result in a significant increase in the Landlord's costs for the Premises or will likely have a detrimental impact on the Premises, the Landlord shall notify the Tenant within said thirty (30) days and the parties shall meet to resolve such matters. If no such notification is provided, the Landlord shall be deemed to have consented to such plans and specifications. Tenant shall be solely responsible for any and all improvements, repairs, alterations or other work necessary to render the Premises suitable for Tenant's intended use. All work done by Tenant in connection with the Community Cultural Facility shall be done in a good and workmanlike manner. All design, permitting, and construction shall be performed by Tenant at its sole cost and expense.

Tenant shall submit its applications for development approval and permits to the appropriate regulatory agencies for approval. Landlord shall timely execute all consents, applications, plat or re-plats, unity of title, and/or owner authorizations for such government approvals as may be required of Landlord as property owner.

(b) Upon receipt of the necessary government approvals, Tenant shall be authorized to commence the rehabilitation and conversion of the Premises into the Community Cultural Facility. Tenant shall make reasonable, good faith effort to provide Landlord with no less than thirty (30) days written notice prior to the commencement of construction. Tenant shall promptly provide Landlord with any and all changes to the detailed design and construction plans and specifications. If the Landlord determines that the changes to the plans and specifications will likely result in a significant increase in the Landlord's costs for the Premises or will likely have a detrimental impact on the Premises, the Landlord shall promptly notify the Tenant and the parties shall meet to resolve such matters. If no such notification is provided, the Landlord shall be deemed to have consented to the changes in the plans and specifications.

Section 4.03 Alterations.

After completion of the initial rehabilitation and conversion of the Premises into the Community Cultural Facility, Tenant shall be entitled to make alterations, improvements, or additions to the Premises (hereinafter, collectively "Alterations") at its sole cost and expense. Tenant agrees and acknowledges that all Tenant's Alterations, installed on the Premises by Tenant, whether pursuant to this Section or otherwise, shall be performed and accomplished solely for the benefit and convenience of Tenant, and not for the benefit of Landlord, such Alterations being nevertheless subject to each and every provision of this Restated Lease. Any Alterations to the Premises, shall require the prior written approval of Landlord in each instance, which approval shall not be unreasonably withheld. Tenant shall submit plans and specifications for all such Alterations to Landlord for Landlord's written approval prior to Tenant commencing work on same. Landlord shall provide a written response within thirty (30) days after receipt of request therefore by Tenant, failing which Landlord shall be deemed to have consented to such plans and specifications. All work done by Tenant in connection with any Alterations, repairs, and maintenance on the Premises shall be done in a good and workmanlike manner.

Section 4.04 Construction Liens.

Prior to the commencement of any improvements on the Premises, the Tenant shall obtain a public construction performance bond in accordance with section 255.05, Florida Statutes, if required by such statute. In the event a construction lien is filed against the Premises in connection with any work performed by or on behalf of the Landlord or Tenant, the party performing such work shall promptly cause such lien to be removed from the Premises.

ARTICLE V
REPAIRS AND MAINTENANCE OF PREMISES

Section 5.01 Responsibility of Landlord.

The Landlord is responsible for the maintenance of the structural, functional and systemic aspects of the building on the Premises, which are limited to the roof, foundation, load-bearing

walls, sidewalks, landscaping, water lines, sanitary sewer lines, stormwater lines, air conditioning, and parking areas. The Landlord shall also maintain and provide all necessary services to that portion of the building it occupies which is excluded from the Premises herein. Notwithstanding the foregoing, the Landlord shall not be obligated or required to make any repairs whatsoever to the Premises if the repair arises from any negligent or intentional act or omission of the Tenant, subtenant,, its employees or agents. If Landlord fails to make or commence any repairs it is obligated to make within thirty (30) days notice from Tenant, Tenant may complete the necessary repairs and Landlord shall reimburse the Tenant for all expenses incurred by Tenant in doing so.

Section 5.02 Responsibility of Tenant.

Except for the Landlord's responsibility to repair and maintain the Premises as set forth above, the Tenant shall maintain the Premises in good condition and repair, normal wear and tear and casualty excepted, at its sole cost and expense. Tenant shall also make any and all repairs which arise from any negligent or intentional act or omission of the Tenant, subtenant, its employees or agents. If Tenant fails to make or commence any repairs it is obligated to make within thirty (30) days notice from Landlord, Landlord may enter the Premises and complete the necessary repairs and Tenant shall reimburse the Landlord for all expenses incurred by Landlord in doing so. Notwithstanding the foregoing, the Tenant shall not be obligated or required to make any repairs whatsoever to the Premises if the repair arises from any negligent or intentional act or omission of the Landlord, its employees or agents.

ARTICLE VI
INSURANCE

Section 6.01 Liability Insurance.

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, both the Tenant and the Landlord acknowledges to be self-insured for General Liability under Florida sovereign immunity statutes with coverage limits of $200,000 Per Person and $300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature. In the event that either the Tenant or the Landlord maintains third-party Commercial General Liability in lieu of exclusive reliance of self-insurance under section 768.28, Florida Statutes, both the Tenant and the Landlord shall maintain said insurance policies at limits not less than $500,000 combined single limit for bodily injury or property damage. Both the Tenant and the Landlord shall maintain or be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Chapter 440, Florida Statutes. When requested, both the Tenant and the Landlord shall provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which both the Tenant and the Landlord recognize as acceptable for the foregoing coverage. Any insurance provided by a contractor operating on the Premises shall name the Landlord and the Tenant as additional insureds. Compliance with the foregoing requirements shall not relieve either the Tenant or the Landlord of its liability and obligations under this Restated Lease.

Section 6.02 Personal Property.

All of Tenant's personal property placed or moved in the Premises shall be at the risk of the Tenant or the owner thereof. Except as otherwise provided herein, Landlord shall not be liable for any damage to such personal property, except to the extent caused by the Landlord, its agents', or its employees' willful or negligent acts or omissions.

Section 6.03 Insurance for Community Cultural Facility. Building insurance may be provided by Tenant at its option, with Tenant as the sole beneficiary of any proceeds as a result of loss.

ARTICLE VII
DAMAGE OR DESTRUCTION OF PREMISES AND/OR TENANT'S ALTERATIONS

In the event the Premises shall be destroyed or so damaged or injured by fire or other casualty during the Term of this Restated Lease, or any extension thereof, whereby the same shall be rendered untenable, in whole or in part, Tenant shall have the right to terminate this Restated Lease, whereupon the parties shall be relieved of all further obligations hereunder occurring subsequent to the date of such casualty. In the event Tenant exercises its right to terminate this Restated Lease due to any such casualty which was due to the negligence or intentional acts or omission of the Tenant, its employees or its agents, upon Landlord's written request, Tenant shall restore the Premises to the condition it was in as of the Effective Date of this Restated Lease. In the event Tenant does not exercise its right to terminate this Restated Lease due to any such casualty, Tenant shall promptly commence restoration of the Premises and diligently pursue such restoration to completion using materials of like kind and quality or better. Notwithstanding the above, nothing contained herein shall obligate Tenant to restore the Premises.

ARTICLE VIII
INDEMNIFICATION

The Landlord and Tenant acknowledge that they are governmental entities that are liable for their own actions and negligence, and, to the extent permitted by law, and subject to the limitations contained in Section 768.28, Florida Statutes, shall indemnify, defend and hold harmless the other against any actions, claims or damages arising out of the indemnifying party's negligent, willful, or intentional acts or omissions in connection with this Restated Lease. The foregoing indemnification shall not constitute a waiver of the Landlord or Tenant's entitlement to sovereign immunity beyond the limits set forth in section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement by either the Landlord or Tenant to indemnify the other for its negligent, willful, or intentional acts or omissions. There are no third party beneficiaries to this indemnification provision between the Landlord and Tenant and this provision shall not be construed to be consent by either the Landlord or Tenant to be sued by a third party.

ARTICLE IX
UTILITIES AND SERVICES

Landlord shall be solely responsible for and promptly pay directly to the utility company or the provider of such service all charges or assessments for water, gas, electricity, cable, trash collection and removal and any other utilities. Landlord shall not be liable for an interruption or failure in the supply of such service to the Premises resulting from a failure of the utility company (regardless of whether it is the Landlord's utility or otherwise) to provide service to the Premises.

ARTICLE X
ASSIGNMENT

Neither the Tenant nor the Landlord may assign, mortgage, pledge, or encumber this Restated Lease in whole or in part, without the other party's prior written consent, which shall not be unreasonably withheld. In the event of an approved assignment, Tenant or Landlord shall be released from any further obligations hereunder, as applicable. In the event of an approved sale, mortgage, pledge, or encumbrance of the Property by Landlord, such sale, mortgage, pledge, or encumbrance of the Property shall be subject to the terms of this Restated Lease.

ARTICLE XI
SUBLEASE

The Landlord acknowledges and approves the Tenant's sublease with the Armory Art Center for the Premises. A copy of the sublease is attached to this Restated Lease as **Exhibit "B"** for reference purposes only. The Landlord's obligations and responsibilities under this Restated Lease are solely in relation to the Tenant and the Landlord shall have no liability or responsibility to the Armory Art Center as the sub-tenant. Except as this Restated Lease applies directly to the benefit of the Landlord and Tenant, there are no third party beneficiaries to this Restated Lease. With the prior written consent of the Landlord, the Tenant is authorized to enter into other subleases with other third parties for the use of the Premises for the purpose of providing exhibition, performance, and classroom space during the term of this Restated Lease. The consent of the Landlord for other third party subleases shall not be unreasonably withheld and the Landlord's consent for this purpose may be exercised by the City Manager.

ARTICLE XII
DEFAULT

Section 12.01 Default by Tenant.

The occurrence of any one or more of the following shall constitute an Event of Default by Tenant under this Restated Lease: (i) failure by Tenant to perform or observe any of the agreements, covenants, or conditions contained in this Restated Lease on Tenant's part to be performed or observed for more than thirty (30) days after notice from Landlord of such failure; (ii) Tenant's vacating or abandoning the Premises; or (iii) Tenant's leasehold estate being taken by execution, attachment, or process of law. If any Event of Default occurs, then, at any time thereafter while the Event of Default continues, Landlord shall have the right to give Tenant notice that Landlord intends to terminate this Restated Lease upon a specified date not less than thirty (30) days after the date notice is received by Tenant, and this Restated Lease shall then

expire on the date specified as if that date had been originally fixed as the expiration date of the Term of this Restated Lease. If, however, the default is cured within such period or within a reasonable period thereafter if the same cannot be cured within such period, provided that Tenant diligently proceeds with the curing of the default and undertakes such cure within such period and the Landlord is so notified, this Restated Lease shall continue.

Section 12.02 Default by Landlord.

Landlord shall be in default of this Restated Lease if Landlord shall fail to observe or perform any term, covenant, or condition of this Restated Lease on the Landlord's part to be observed or performed, and the Landlord fails to remedy the same within thirty (30) days after notice from Tenant. In the event the default is of such a nature that it cannot be reasonably cured within the foregoing thirty (30) day period, Landlord shall be entitled to a reasonable period of time under the circumstances in which to cure said default, provided that Landlord diligently proceeds with the curing of the default. In the event that the default is not cured by Landlord within the foregoing time period, Tenant, at Tenant's option, may either cure said default and Landlord shall reimburse Tenant for all expenses incurred by Tenant in doing so, or Tenant may give to the Landlord thirty (30) days' notice specifying that the Tenant intends to terminate this Restated Lease. Upon receipt of said notice and expiration of the thirty (30) day period, this Restated Lease and all obligations of Tenant hereunder shall terminate and Tenant shall thereupon be relieved of all further obligations hereunder.

ARTICLE XIII
ACCESS BY LANDLORD

At all times under this Restated Lease, subject to the provisions contained herein, Landlord and Landlord's agents and employees shall have the right to enter upon the Premises at all reasonable times to examine the same. Landlord shall provide Tenant with twenty four (24) hours advance notice prior to exercising such right except in an emergency in which event no notice shall be required and Landlord shall exercise such right in a manner which minimizes the impact upon Tenant's use of the Premises.

ARTICLE XIV
ANNUAL BUDGETARY FUNDING/CANCELLATION

This Restated Lease and all obligations of Tenant and Landlord hereunder are subject to and contingent upon annual budgetary funding by the Landlord's and/or Tenant's governing body. Notwithstanding anything in this Restated Lease to the contrary, Tenant and Landlord shall have the right to cancel this Restated Lease for any reason related to annual budgetary funding upon ninety (90) days prior written notice to the other party, whereupon the parties shall be relieved of all further obligations hereunder.

ARTICLE XV
QUIET ENJOYMENT

Upon the observance and performance of all the covenants, terms, and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term hereby demised and any extensions thereof without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through, or under the Landlord.

ARTICLE XVI
CONDEMNATION

If all or part of the Premises shall be taken, condemned or conveyed pursuant to agreement in lieu of condemnation for public or quasi public use, the entire compensation or award therefore, including any severance damages, shall be apportioned between Landlord and Tenant in proportion to the value of their respective interests. Tenant shall also be entitled to receive compensation for the value of any Alterations, Affected Alterations or other improvements made by Tenant to the Premises and moving expenses. In addition, Tenant may elect to terminate this Restated Lease in which event this Restated Lease shall terminate effective as of the date title is vested in the condemning authority, whereupon the parties shall be relieved of all further obligations occurring subsequent to the date of termination other than those relating to apportionment of the compensation for such condemnation. In the event the Tenant elects to terminate this Restated Lease as provided in this Article, Tenant will be allowed not less than sixty (60) days' notice to remove its property from the Premises.

ARTICLE XVII
MISCELLANEOUS

Section 17.01 Waiver, Accord and Satisfaction.

The waiver by Landlord or Tenant of any default of any term, condition, or covenant herein contained shall not be a waiver of such term, condition, or covenant, or any subsequent default of the same or any other term, condition, or covenant herein contained. The consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent similar act by Tenant.

Section 17.02 Public Entity Crimes.

As provided in sections 287.132-133, Florida Statutes, Landlord and Tenant hereby certifies that neither Landlord, Tenant nor their employees, who will perform hereunder, have been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) month period immediately preceding the Effective Date of the Term of this Restated Lease. This certification is required pursuant to section 287.133(3)(a), Florida Statutes.

Section 17.03 Entire Agreement.

This Restated Lease and the Exhibit "A" attached hereto constitute all agreements, conditions, and understandings between Landlord and Tenant concerning the Premises. All representations, either oral or written, shall be deemed to be merged into this Restated Lease.

Except as herein otherwise provided, no subsequent alteration, waiver, change, or addition to this Restated Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

Section 17.04 Notices.

All notices, consents, approvals, and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the Landlord at:

City of Lake Worth
Attention: City Manager
7 North Dixie Highway
Lake Worth, Florida 33460

(b) If to the Tenant at:

Lake Worth Community Redevelopment Agency
Attn: Executive Director
29 South J Street, Unit 1
Lake Worth, FL 33460

Any party may from time to time change the address to which notice under this Restated Lease shall be given such party, upon three (3) days prior written notice to the other parties.

Section 17.05 Severability.

If any term of this Restated Lease, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application or such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 17.06 Captions.

The captions in this Lease are included for convenience only and shall not be taken into consideration in any construction or interpretations of this Restated Lease or any of its provisions.

Section 17.07 Recording.

Either party shall be entitled to record this Restated Lease or a Memorandum of Restated Lease in the public records of Palm Beach County for the purpose of providing public notice of each party's interest in the Premises. However, such recording shall not occur until Tenant has provided Landlord with notice that the Tenant has been awarded the Grant.

Section 16708 Waiver of Jury Trial.

THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER IN CONNECTION WITH THIS RESTATED LEASE.

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REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, Landlord and Tenant have executed this Restated Lease, or have caused the same to be executed, as of the day and year first above written.

LANDLORD:

Witnesses:

CITY OF LAKE WORTH, FLORIDA

_____

Print name:_____

_____
Pam Triolo, Mayor

_____

Print name:_____

ATTEST:

Approved as to form and legal sufficiency:

_____
Pamela J. Lopez, City Clerk

_____
Glen J. Torcivia, City Attorney

TENANT:

LAKE WORTH COMMUNITY REDEVELOPMENT AGENCY

Witnesses:

_____

Print name: EMILY THEODOSSAKOS

_____
Cary Sabol, Chair

_____

Print name: Chris Dabros

ATTEST:

_____
Joan Oliva, Executive Director

EXHIBIT "A"
LEGAL DESCRIPTION OF PREMISES

Lots 1 to 6 and Lots 11 to 16, Block F, TOWNSITE OF LUCERNE (N/K/A LAKE WORTH)

Parcel Control Number: 38-43-44-21-15-515-0010

EXHIBIT "B"

SUBLEASE BETWEEN TENANT AND ARMORY ART CENTER
(For Reference Purposes Only)

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (hereinafter referred to as the "Sublease") is made and entered into as of the _____ of _____, 2014, by and between the Lake Worth Community Redevelopment Agency, a Florida public agency with a business address of 29 South "J" Street, Lake Worth, FL 33460 (hereinafter referred to as "Tenant") and the Armory Art Center, Inc. a Florida not-for-profit corporation, with a business address of 1700 Parker Avenue, West Palm Beach, FL 33401, (hereinafter referred to as "Subtenant").

W I T N E S S E T H:

THAT Tenant, in consideration of the rents and agreements promised and agreed by Subtenant to be paid and performed, subleases to Subtenant, and Subtenant subleases from Tenant, the Premises described herein, subject to the following terms.

ARTICLE I

DESCRIPTION OF PREMISES; TERM

1. **Description of Premises.** Tenant hereby subleases to Subtenant and Subtenant hereby subleases from Tenant the Premises which consists of the real property located at 1121 Lucerne Avenue, Lake Worth, Florida 33460, which property is legally described in **Exhibit "A"**, which is attached hereto and by reference made a part hereof, including all improvements thereto, including the Building (the "Premises"). Notwithstanding the foregoing, the Premises shall not include one (1) occupied office on the east wing of the Building on the Premises along with a reception area and related work station; and, three (3) occupied offices on the west wing of the Building on the Premises. Further, no furniture (tables and chairs) is provided in the Premises for Subtenant's use except as may be agreed upon by the Tenant and the City of Lake Worth. The Subtenant shall share the parking area at the Premises with the City of Lake Worth as set forth herein.

2. **Term.** Subtenant shall have and hold the Premises for a term (hereinafter referred to as the "Term" or "Sublease Term") of one (1) year, commencing no later than May 1, 2014 (the "Commencement Date") . The Commencement Date shall be the date the Subtenant notifies the Tenant in writing of the Subtenant's utilization of the Premises or, if no notice is provided, the date the Subtenant utilizes the Premises for operating hours as set forth in Article IV hereof. The expiration date shall be one (1) year after the Commencement Date (the "Expiration Date"). The parties shall have the right to renew the Sublease for additional terms upon the execution of a written amendment to this Sublease by both parties.

ARTICLE II

RENT

1. **Rent Free Lease.** In consideration of the use of the Premises by Subtenant, the Subtenant agrees to pay the Tenant the sum of $10.00 for the Term of the Sublease. Such payment shall be made upon the execution of the Sublease by the Subtenant.

2. **Security Deposit.** No security deposit shall be required for the term of this Sublease.

3. **Ad Valorem Taxes.** The parties acknowledge that the Premises are currently exempt from any ad valorem taxes and assessments. In the event, during the Sublease Term, it is determined that any taxes are due and owning, it shall be the Subtenant's responsibility to remit the taxes to the Tenant. The Tenant shall then remit any tax payments to the Landlord or the applicable taxing authority.

4. **Place of Payment.** All payments of any charges imposed pursuant to this Sublease shall be made and paid by Subtenant to:

Executive Director
City of Lake Worth Community Redevelopment Agency
29 South J Street
Lake Worth, Florida 33460

or at such other place as Tenant may, from time to time, designate in writing to Subtenant. All payments shall be payable in current legal tender of the United States, as the same is then by law constituted.

ARTICLE III

NET SUBLEASE INTENDED UNLESS EXPRESSLY PROVIDED OTHERWISE. Subtenant acknowledges and agrees that it is intended that this Sublease shall be a Net Sublease to Tenant, except as otherwise provided herein. Subtenant shall pay the charges, impositions, costs and expenses relating to environmental matters, fire and life safety codes, employee health and safety and the American's With Disabilities Act, all with respect to Subtenant's particular use on the Premises, and the operation of its business, except to the extent that any such charges, costs, or expenses arise out of, or results from, the acts or omissions of Tenant its agents, employees, or contractors.

ARTICLE IV

USE OF PREMISES

1. Subtenant shall use the Premises for the following purposes: cultural activities and offerings such as musical performances, art exhibitions and theatre workshop space, classrooms, and administrative offices. As the space is located in a public facility, the Subtenant shall insure that activities are accessible to the public, and that activities promote and appeal to the diverse demographics of Lake Worth's population. The Subtenant shall insure a high quality and variety of performances, workshops, and exhibits.

2. Prior to commencing any other use than those described herein on the Premises, the Subtenant shall first obtain the written consent of the Tenant. Such consent shall not be unreasonably withheld.

3. The Subtenant shall be responsible for all uses on the Premises other than those uses by City employees who have offices on the Premises. The Subtenant may allow other entities, organizations, or individuals to use the Premises for uses consistent with the allowed uses stated herein; however, Subtenant shall supervise the other entities, organizations, and individuals who use the Premises, and shall be fully responsible for all activities on the Premises, and shall provide Tenant with a written list of entities, organizations, or individuals who are used the Premises no later than then 10th day of each month.

4. The Subtenant shall not interfere with any use of the Premises by employees of the City of Lake Worth who have offices on the Premises.

5. Subtenant shall not use or permit the use of the Premises or any part thereof for any unlawful purpose, or in violation of any ordinances, laws, rules or regulations of any governmental body. Subtenant shall not do or permit any act which would constitute a public or private nuisance or waste or which would be a nuisance or annoyance or cause damage to Tenant or Tenant's other subtenants, or which would invalidate any policies of insurance or increase the premiums thereof, now or hereafter written on the Building and/or Premises.

6. **Operating Hours.** Subtenant must maintain the Premises with activities and open to the public as follows:

a. A minimum of 20 operating hours per week.
b. Minimum operating hours must include 5 hours on weekends (Saturday only).
c. Minimum operating hours must include at least 3 evenings per week, having duration of at least 1 hour each.

ARTICLE V

PARKING

Subtenant shall have the right to use the parking spaces adjacent to the building on the Premises. All parking spaces shall be available on a first come first serve basis. In the event that Subtenant desires to reserve parking spaces for Subtenant's exclusive use, Subtenant may request Tenant to request that the Landlord designate reserved spaces for Subtenant's use at a charge to be determined by the Landlord, provided, however, Tenant shall not be required to grant Subtenant an exclusive right to use any parking spaces.

ARTICLE VI

ACCEPTANCE OF THE PREMISES

Subtenant acknowledges that Tenant has not made any representations or warranties with respect to the condition of the Premises and neither Tenant nor any assignee of Tenant shall be liable for any latent defect therein. The taking of possession of the Premises by Subtenant shall be conclusive evidence that the Premises were in good and satisfactory condition at the time such possession was taken. If Tenant shall give Subtenant permission to enter into possession of the Premises prior to the Commencement

Date, such possession or occupancy shall be deemed to be upon all the terms, covenants, conditions, and provisions of this Sublease. This Sublease and all actions taken by Tenant and Subtenant are subject to the terms and conditions of the Lease entered into between the City of Lake Worth and the Tenant dated October 15, 2013, as may be amended from time to time. A copy of the Lease between the City of Lake Worth and the Tenant is attached hereto as **Exhibit "B"**, and incorporated herein by reference.

ARTICLE VII

SUBTENANT OBLIGATIONS AND COMMON AREAS

1. **Utilities.** Under the Tenant's Lease with the City of Lake Worth, the City of Lake Worth is responsible for all charges for electricity, telephone, cable, trash removal from the Premises, water, sewer, gas, for the Premises. Subtenant shall be responsible for trash collection from within the Building. Unless approved by the Tenant's Board of Commissioners and/or the City of Lake Worth, the Subtenant shall pay all costs and expenses for the installation of any improvements made to the Premises, any additional utilities, other improvements, or upgrades to the improvements provided by the Tenant.

In the event Subtenant does not keep and maintain the Premises to Tenant's satisfaction or make repairs within ten (10) days after notice from Tenant, Tenant may, in addition to any other remedies it may have under law or this Lease, enter upon the Premises and maintain the Premises and/or make the said repairs or replacements itself, as the case may be, and charge the cost thereof to Subtenant as Additional Rent.

2. **Common Areas.** Subtenant acknowledges that the City of Lake Worth ("City") owns the Building, and that the City is responsible for the maintenance of the structural, functional and systemic aspects of the Building, which are limited to the roof, foundation, load-bearing walls, sidewalks, landscaping, water lines, sanitary sewer lines, stormwater lines, air conditioning, and parking areas (hereinafter referred to as "Common Areas"). The Subtenant agrees that neither the City, nor the Tenant shall be responsible for any claims for damage to person or Premises that results from any improvements constructed or installed by the Subtenant on the Premises. Notwithstanding the foregoing, the Subtenant shall be responsible for repairs to the Common Areas which arise from any negligent act or omission of the Subtenant, its employees or agents.

3. **Floor Loads; Noise and Vibration.** Subtenant shall not place a load upon any floor of the Premises which exceeds the load per square foot, which such floor was designed to carry or which is allowed by law. Business machines and mechanical equipment belonging to Subtenant which cause noise, electrical interference or vibration that may be transmitted to the structure of the Building or to the Premises to such a degree as to be objectionable to Tenant shall, upon prior written notice from Tenant to Subtenant, at Subtenant's expense, be placed and maintained by Subtenant in settings of cork, rubber, or spring-type vibration eliminators sufficient to eliminate such noise, electrical interference or vibration.

4. **Tenant's Improvements.** If at such time the Tenant is able to undertake improvements to the Premises, the Subtenant shall not interfere with any construction, repair, or rehabilitation work undertaken at the Premises. The Tenant will use its best efforts to permit Subtenant to continue operating at the Premises; however, Tenant's access and construction activities shall supersede any use by Subtentant.

ARTICLE VIII

TENANT'S AND SUBTENANT'S PREMISES

1. **Tenant's Premises.** All fixtures, equipment, improvements and appurtenances attached to or built into the Premises at the commencement of, or during the Term of this Sublease, shall be and remain a part of the Premises and shall be deemed the Premises of Tenant ("Tenant's Premises") and shall not be removed by Subtenant except as set forth herein.

2. **Subtenant's Premises.** Unless approved by the Tenant's Board of Commissioners, Subtenant shall be responsible for any build out of the Premises, including any flooring, plumbing, electrical, air conditioning, or interior walls, necessary for Subtenant's use of the Premises. A copy of Subtenant's Conceptual Floor Plan with proposed improvements is attached hereto as **Exhibit "C"**. Any alterations or amendments to the Floor Plan shall be approved, in writing, by Tenant, prior to commencement of any alterations to the Premises.

3. **Removal of Subtenant's Premises.** At or before the Expiration Date of this Sublease, or within five (5) days after any earlier termination hereof, Subtenant, at its expense, shall remove from the Premises all of Subtenant's Premises (except such items thereof as Tenant shall have expressly permitted to remain, which Premises shall become the Premises of Tenant), and Subtenant shall repair any damage to the Premises or the Building resulting from any installation and/or removal of Subtenant's Premises, and shall restore the Premises to the same physical condition and layout as they existed at the time Subtenant was given possession of the Premises, reasonable wear and tear excepted. Any other items of Subtenant's Premises which shall remain in the Premises after the Expiration Date of this Sublease, or the earlier termination thereof, may, at the option of Tenant, be deemed to have been abandoned, and in such case, such items may be retained by, or otherwise disposed of by Tenant. Tenant may request Subtenant to remove and pay to Tenant the cost of repairing any damage to the Premises or the Building resulting from any installation and/or removal of Subtenant's Premises and the cost of restoring the Premises to the same physical condition and layout as they existed at the time Subtenant was given possession of the Premises, reasonable wear and tear excepted.

ARTICLE IX

ALTERATIONS AND MECHANIC'S LIENS

1. **Alterations by Subtenant.** No alterations to the Premises shall be made by Subtenant unless the following conditions are met:

A. Subtenant shall provide a sealed set of plans prepared and certified by an architect to Tenant, and Subtenant shall have received the prior written consent of Tenant, which shall not be unreasonably withheld or delayed.

B. All such alterations or improvements shall be performed by a licensed contractor.

C. Subtenant shall have procured all permits, licenses and other authorizations required for the lawful and proper undertaking thereof, and immediately upon completion of any such alterations, Subtenant shall obtain a proper Certificate of Occupancy and deliver same to Tenant.

D. All alterations when completed shall be of such a nature as not to (i) reduce or otherwise adversely affect the value of the Premises; (ii) diminish the general utility or change the general character thereof; (iii) result in an increase of the Operating Expenses, or (iv) adversely affect the mechanical, electrical, plumbing, security or other such systems of the Building or the Premises.

E. All alterations made by Subtenant shall remain on and be surrendered with the Premises upon expiration or the earlier termination of this Lease.

2. Mechanic's, Materialman's and Laborer's Liens. Subtenant agrees that it will make full and prompt payment of all sums necessary to pay for the cost of repairs, alterations, improvements, changes or other work done by Subtenant to the Premises and further agrees to indemnify and hold harmless Tenant and the City of Lake Worth from and against any and all such costs and liabilities incurred by Subtenant, and against any and all mechanic's, materialman's or laborer's liens arising out of or from such work or the cost thereof which may be asserted, claimed or charged against the Premises or the Building or Premises. The interest of Tenant and the City of Lake Worth in the Premises shall not be subject to liens for improvements made by or for Subtenant, whether or not the same shall be made or done in accordance with any agreement between Tenant and Subtenant. In addition to the foregoing, the Subtenant shall notify any of its contractors making any improvements to the Premises of the terms of this provision, and Subtenant acknowledges that its knowing and willful failure to provide said notice to the contractor(s) shall render the contract between the Subtenant and the contractor(s) voidable at the option of the contractor(s).

In the event any notice or claim of lien shall be asserted of record against the interest of Tenant or the City of Lake Worth in the Premises or Building or the site on which it is located on account of or growing out of any improvement or work done by or for Subtenant, or any person claiming by, through or under Subtenant, for improvements or work the cost of which is the responsibility of Subtenant, Subtenant agrees to use its best efforts to have such notice of claim of lien canceled and discharged of record as a claim against the interest of Tenant or the City of Lake Worth in the Premises or the Building or Premises (either by payment or bond as permitted by law) within thirty (30) days after notice to Subtenant by Tenant, and in the event Subtenant shall fail to do so, Subtenant shall be considered in default under this Sublease. Subtenant shall, prior to any work being performed, at Tenant's request, execute and record any such recordable documents as are necessary to evidence Tenant's non-responsibility to potential lienors.

ARTICLE X

ASSIGNMENT AND SUBLETTING

1. This Sublease shall be non-assignable by Subtenant. Subtenant shall be permitted to allow other entities, organizations, and individuals use the Premises pursuant to the terms and conditions of this Sublease, subject to the Subtenant's supervision of the uses and activities on the Premises.

2. Tenant shall have the right to sell, assign, or otherwise encumber or dispose of Tenant's

interest in the Premises and this Sublease. In the event of any such disposition, Tenant shall have no further liability or obligation to Subtenant under this Sublease.

ARTICLE XI

OBLIGATION TO COMPLY

1. Obligations of Subtenant. Subtenant shall, during the Term of this Sublease, at its sole cost and expense, comply with all valid laws, ordinances, regulations, orders and requirements of any governmental authority which may be applicable to the Premises or to its use, whether or not the same shall interfere with the use or occupancy of the Premises arising from (a) Subtenant's use of the Premises; (b) the manner or conduct of Subtenant's business or operation of its installations, equipment or other Premises therein; (c) any cause or condition created by or at the instance of Subtenant; or (d) breach of any of Subtenant's obligations hereunder, whether or not such compliance requires work which is structural or non-structural, ordinary or extraordinary, foreseen or unforeseen. Subtenant shall pay all of the costs, expenses, fines penalties and damages which may be imposed upon Tenant by reason or arising out of Subtenant's failure to fully and promptly comply with and observe the provisions of this Section. Subtenant shall give prompt notice to Tenant of any notice it receives of the violation of any law or requirement of any public authority with respect to the Premises or the use or occupation thereof. Subtenant's obligation to comply with laws shall include, without limitation, those laws and regulations contemplated by this Sublease, Title III of the Americans With Disabilities Act of 1990, as Amended, and the Florida Clean Indoor Air Act (FCIAA) stating a person may not smoke in an enclosed indoor workplace. In the event Subtenant receives any notice alleging violation of any of the aforementioned laws, ordinances, regulations, orders, rules or requirements relating to any portion of the Premises, the Building or of the Premises; or any notice of regulatory action or investigation instituted in connection therewith, Subtenant shall provide written notice to Tenant thereof within ten (10) days after receipt of same by Subtenant.

2. Attorneys' Fees. In connection with any litigation, mediation, arbitration, special proceeding or other proceeding arising out of the Sublease, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees through and including any appeals and any post-judgment proceedings. Tenant's liability for costs and reasonable attorney's fees, however, shall not alter or waive Tenant's entitlement to sovereign immunity, or extend Tenant's liability beyond the limits established in section 768.28, Florida Statutes, as amended.

ARTICLE XII

INDEMNIFICATION, SOVEREIGN IMMUNITY, AND INSURANCE

1. The Tenant is a state agency as defined in §768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third Parties in any matter arising out of this Agreement.

2. Indemnification by Subtenant. In consideration of ten dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Subtenant shall defend, indemnify and hold the Tenant and the City of Lake Worth, their respective officers, agents and employees,

harmless from or on account of any liabilities, damages, losses and costs received or sustained by any person or persons by or in consequence of any negligence of Subtenant, excluding the gross negligence willful, wanton or intentional misconduct of the Tenant, and its agents and employees. The Subtenant agrees that negligent, reckless or intentional wrongful misconduct also includes but is not limited to the violation of any Federal, State, County or City laws, by-laws, ordinances or regulations by the Subtenant, its subcontractors, agents, servants or employees. Subtenant further agrees to defend, indemnify and save harmless the Tenant and the City of Lake Worth from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against the Tenant or the City of Lake Worth on account of any claims, fees, royalties, or costs for any invention or patent, and from any and all suits and actions that may be brought against the Tenant or the City of Lake Worth for the infringement of any and all patents or patent rights claimed by any person, firm, or corporation.

The indemnification provided above shall obligate the Subtenant to defend at its own expense or to provide for such defense, at the Tenant's or City of Lake Worth's option, any and all claims or liability and all suits and actions of every name and description that may be brought against the Tenant or City of Lake Worth which may result from the operations and activities under the Agreement whether the actions are performed by the Subtenant, its subcontractor, independent contractors, performers, artists, consultants, or by anyone directly or indirectly employed by either. This indemnification includes all costs and fees including reasonable attorney's fees, paralegal expenses, and costs at both the trial and appellate levels. The indemnity obligation of the Subtenant shall survive expiration or termination of this Agreement.

3. **Insurance.** Subtenant shall, at its expense, procure and continue in force during the life of this Sublease the following forms of insurance:

A. Commercial general liability insurance, including public and contractual liability insurance, in an amount of One Million Dollars ($1,000,000.00) per occurrence (Two Million Dollars ($2,000,000.00) aggregate) , to protect the Subtenant from claims for bodily and personal injury, including wrongful death, as well as from claims of Premises damage which may arise from any operations under this Sublease, whether such operations be by the Subtenant or by anyone directly or indirectly employed by or contracting with the Subtenant.
B. Professional Liability Insurance in the minimum amount of $1,000,000 per occurrence.
C. Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

Tenant shall have no liability for any loss or damage suffered to Subtenant's personal Premises unless such damage is proximately caused by the negligence of Tenant.

Except for Workers' Compensation and Professional Liability insurance, any insurance policies hereunder will name Tenant and the City of Lake Worth as additional insureds, and Subtenant will furnish Tenant evidence of such insurance coverage by way of an endorsement to same or a certificate of insurance no later than (10) days prior to the Commencement Date, unless otherwise sooner requested by Tenant.
Upon the default of Subtenant in effecting any such insurance, Tenant may procure any such comparable insurance, and/or pay the premiums and other charges incidental thereto, and any and all reasonable amounts so paid by Tenant, together with the interest thereon from the date of such payment at the rate of 10% per annum, shall be additional rent hereunder, and shall be paid with the next and subsequent

installment of fixed rent, which shall become due after such payment by Tenant, it being expressly agreed that the payment by Tenant of any such premium shall not be deemed to waive or release the default in the payment thereof by Subtenant, or the right of Tenant to take such action as may be permissible hereunder, as is the case of default in the payment of fixed rent.

Subtenant will cooperate with Tenant and Tenant will cooperate with Subtenant in connection with the collection of any insurance monies that may be due in the event of loss, and will execute and deliver to Tenant such proofs of loss, and any other instruments that may be required for the purpose of facilitating the recovery of any such insurance monies, and in the event that Subtenant shall fail or neglect to so cooperate or to execute, acknowledge, and deliver any such instrument, Tenant in addition to any other remedies, may, as the agent or attorney in fact of Subtenant, execute and deliver any proofs of loss, and any other instruments as may be desirable to Tenant for the collection of such insurance monies, and Subtenant hereby irrevocably nominates, constitutes and appoints Tenant, Subtenant's proper and legal attorney in fact for such purpose, hereby ratifying all that Tenant may do as such attorney in fact of Subtenant. Tenant will cooperate with Subtenant in the same manner and to the same extent as Subtenant is required to cooperate hereunder.

ARTICLE XIII

DEFAULT

1. Events of Default. Subtenant shall be in default under this Sublease if any one or more of the following events shall occur:

A. Subtenant shall fail to pay any installment of the Rent or any other expenses called for hereunder as and when the same shall become due and payable; or

B. Subtenant shall default in the performance of or compliance with any of the other terms or provisions of this Sublease, and such default shall continue for a period of fifteen (15) days after the giving of written notice thereof from Tenant to Subtenant, or, in the case of any such default which cannot, with bona fide due diligence, be cured within said fifteen (15) days, Subtenant shall fail to proceed within said fifteen (15) day period to cure such default and thereafter to prosecute the curing of same with all due diligence (it being intended that as to a default not susceptible of being cured with due diligence within such period of fifteen (15) days, the time within which such default may be cured shall be extended for such period as may be necessary to permit the same to be cured with bona fide due diligence); or

C. Subtenant shall assign, transfer, or encumber this Sublease or sublet the Premises in any manner; or

D. Subtenant shall file a voluntary petition in bankruptcy or any Order for Relief be entered against it, or shall file any petition or answer seeking any arrangement, reorganization, composition, readjustment or similar relief under any present or future bankruptcy or other applicable law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Subtenant of all or any substantial part of Subtenant's properties; or

E. If any creditor of Subtenant shall file a petition in bankruptcy against Subtenant or for reorganization of Subtenant, under state or federal law, and if such petition is not discharged within ninety (90) days after the date on which it is filed; or

F. Subtenant shall vacate or abandon the Premises, then, and in such event, or during the continuation thereof (subject to the time period described in subparagraph (B) above, Tenant may, at its option, by written notice to Subtenant, designate a date not less than five (5) days from the giving of such notice on which this Sublease shall end, and thereupon, on such date, this Sublease and all rights of Subtenant hereunder shall terminate. Such termination by Tenant shall not affect the remedies of Tenant provided in this Sublease.

2. Surrender of Premises. Upon any termination of this Sublease, Subtenant shall surrender the Premises to Tenant, and Tenant, at any time after such termination, may, without further notice, re-enter and repossess the Premises without being liable to any prosecution or damages therefore, and no person claiming through or under Subtenant or by virtue of any statute or of any order of any court shall be entitled to possession of the Premises.

3. Re-letting. At any time or from time to time after any such termination of this Sublease, Tenant may re-let the Premises or any part thereof, in the name of Tenant or otherwise, for such term or terms and on such conditions as Tenant, in its sole discretion, may determine, and may collect and receive the rents therefore. Tenant shall not be responsible or liable for any failure to re-let the Premises or any part thereof or for any failure to collect any rent due upon such re-letting.

4. Survival of Obligations. No termination, pursuant to this Article, shall relieve Subtenant of its liability and obligations under this Sublease, and such liability and obligations shall survive any such termination. Any Rent or other monetary obligation of Subtenant that has been abated, deferred or forgiven by Tenant in this Sublease or any amendment thereto, and the cost of all Subtenant Improvements provided or paid for by Tenant pursuant to this Sublease, shall immediately become due and payable upon the occurrence of an event of default by Subtenant under this Sublease.

5. Holdover. Should Subtenant hold over and remain in possession of the Premises at the expiration of any Term hereby created, Subtenant shall, by virtue of this Section, become a tenant-at-sufferance and shall pay Tenant twice the Rent per month of the last monthly installment of Rent above provided to be paid. Said tenancy shall be subject to all the conditions and covenants of this Sublease as though the same had been a tenancy-at-sufferance instead of a tenancy as provided herein, and Subtenant shall give to Tenant at least thirty (30) days prior written notice of any intention to remove from the Premises, and shall be entitled to ten (10) days prior notice of any intention of Tenant to remove Subtenant from the Premises in the event Tenant desires possession of the Premises; provided, however, that said tenant-at-sufferance shall not be entitled to ten (10) days notice in the event the said Rent is not paid in advance without demand, the said ten (10) days written notice being hereby expressly waived.

ARTICLE XIV

REMEDIES

1. **Remedies**. Upon the occurrence of any event of default, Tenant shall be entitled to all remedies available to it under Florida law, including, but not limited to, the filing of suit for the recover of all monetary damages sustained by Tenant as a result thereof. In addition to its statutory and common law remedies in the event of a default by Subtenant, Tenant shall also be entitled, at its option, to exercise any one or more of the following remedies:

A. **Termination**. Tenant shall be entitled to declare this Sublease terminated and the term ended and/or shall have the immediate right of re-entry and may remove all persons and Premises from the Premises in accordance with Florida law and such Premises may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Subtenant, without evidence of notice and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby so long as all actions taken by Tenant were in accordance with Florida law.

B. **Right to Re-Let**. Tenant may elect to re-enter the Premises, either by taking possession pursuant to legal proceedings or otherwise, and may either terminate this Sublease or it may from time to time, without terminating this Sublease, make such alterations and repairs as may be necessary in order to re-let the Premises, and re-let the Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Sublease) and at such rental or rentals and upon such other terms and conditions as Tenant in its sole discretion may deem advisable. No such re-entry or taking possession of the Premises by Tenant shall be construed as an election on its part to terminate this Sublease unless a written notice of such intention is given to Subtenant, or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such re-letting without termination, Tenant may at any time hereafter elect to terminate this Sublease for such previous breach. Should Tenant at any time terminate this Sublease for any breach, in addition to any other remedies it may have, it may recover from Subtenant all damages it may incur by reason of such breach, including the cost of recovering the Premises and reasonable attorney's fees, which amount shall be immediately due and payable from Subtenant to Tenant.

ARTICLE XV

QUIET ENJOYMENT

Tenant agrees that Subtenant, upon paying all Rent and all other charges herein provided for and observing and keeping the covenants, agreements, terms and conditions of this Sublease and the rules and regulations of Tenant affecting the Premises on its part to be performed, shall lawfully and quietly hold, occupy and enjoy the Premises during the Term hereof, expressly subject to the terms, limitations and conditions contained in this Sublease.

ARTICLE XVI

SIGNS AND OBSTRUCTION

1. **Signs.** Subtenant shall not place or suffer to be placed or maintained upon any exterior door, roof, wall or window of the Premises or the Building, any sign, awning, canopy or advertising matter of any kind, and will not place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the Premises except as consented to by Tenant, such consent shall not be unreasonably withheld. Said Building signage shall be subject to Tenant's reasonable approval and is subject to all appropriate governmental approvals. At Subtenant's sole expense, Subtenant agrees to maintain any such signage approved by Tenant in good condition and repair at all times and to remove the same at its sole cost and expense at the end of the Term of this Sublease. Upon removal thereof, Subtenant agrees to repair any damage to the Premises caused by such installation and/or removal at Subtenant's sole expense.

2. **Obstruction.** Subtenant shall not obstruct the corridors, elevators, stairs, Common Areas, sidewalks, parking lots or other public portions of the Building or the Premises in any manner whatsoever.

ARTICLE XVII

NOTICES

1. **Notices.** Any notice or other information required or authorized by this Sublease to be given by either Party to the other may be given by hand with receipt; or sent by facsimile transmission; or by certified prepaid mail, return receipt requested; or by nationally recognized overnight courier service, to the other Party at the address stated below. Such address may be changed by either respective Party at any time by giving prior written notice as herein provided. Any notice or information given pursuant to this Section shall be deemed to have been given when received by the Party to whom it has been directed.

AS TO TENANT:	Lake Worth Community Redevelopment Authority 29 South J Street Lake Worth, Florida 33460 Attention: Joan Oliva, Executive Director Telephone: (561) 493-2550 Fax No.: (561) 493-2549
With Copy to:	Goren, Cherof, Doody & Ezrol, P.A. 3099 East Commercial Boulevard, Suite 200 Fort Lauderdale, Florida 33308 Attention: David N. Tolces, Esq. Telephone: (561) 276-9400 Fax No: (954) 771-4923
AS TO SUBTENANT:	Armory Art Center, Inc. Attention: Sandra Coombs, CEO 1700 Parker Avenue West Palm Beach, FL 33401 Telephone No. _____

Fax No.: _____

With Copy to: _____

_____

_____

ARTICLE XVIII

MISCELLANEOUS

1. **Environmental Indemnity.** Subtenant agrees to indemnify and hold Tenant and the City of Lake Worth harmless from and against any and all loss, claim, liability, damages, injuries to person, Premises or natural resources, cost, expense, action or cause of action, arising in connection with the release or presence of any Hazardous Substances at the Premises, solely through the acts of Subtenant, its officers, employees, contractors, agents or invitees, whether foreseeable or unforeseeable, regardless of the source of such release and when such release occurred or such presence is discovered. The foregoing indemnity includes, without limitation, all costs in law or in equity of removal, remediation of any kind, and disposal of such Hazardous Substances; all costs of determining whether the Premises is in compliance and to cause the Premises to be in compliance with all applicable environmental laws, all costs associated with claims for damages to persons, Premises or natural resources, and Tenant's and the City of Lake Worth's reasonable attorneys' and consultants' fees and costs, whether or not litigation is instituted. For the purposes of definition, "Hazardous Substances" includes, without limitation, any toxic or hazardous wastes, pollutants (or substances, including, without limitation, asbestos, PCBs, petroleum products and by-products, substances defined or listed as "hazardous substances" or "toxic substances" or similarly identified in or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9061 et. seq., hazardous materials identified in or pursuant to the Hazardous Materials Transportation Act 49 U.S.C. Section 1802 et. seq.). Nothing in this section is intended to alter or waive the Tenant's or the City of Lake Worth's entitlement to statutory or common law sovereign immunity, or to extend Tenant's or the City of Lake Worth's liability beyond the limits established in Section 768.28, Florida Statutes, as amended.

2. **Mold Exclusion.** Subtenant hereby acknowledges that Tenant has advised Subtenant that it is possible for mold/mildew/fungi/microbe-related forms to grow and affect the Premises and the Premises therein. Subtenant agrees that Tenant shall not have any liability or responsibility whatsoever for any damage, loss, claim, or court expense arising out of or resulting from mold/mildew/fungi/microbe-related forms in the Premises. Accordingly, Subtenant hereby releases Tenant, the City of Lake Worth, and their agents, employees, successors and assigns, from and against any and all claims arising out of or relating to mold/mildew/fungi/microbe-related forms or any similar situation with respect to the Premises. In the event it is discovered that mold is present at the Premises then Subtenant, at its sole cost and expense, shall promptly cause the mold condition to be remediated at Subtenant's sole expense unless the mold resulted from Tenant's failure to comply with its maintenance obligations under this Sublease, in which case the remediation of the mold condition shall be undertaken by Tenant at its cost and expense.

3. **Asbestos.** Subtenant shall comply with all regulations enacted by the Occupational Safety and Health Administration ("OSHA"), as set forth in Sections 1910.1001 and 1926.1101 of Tile 29 of the

Code of Federal Regulations (the "OSHA Regulations"). In the event that Subtenant performs any alterations to the Premises, Subtenant shall be solely responsible for any contaminant or encapsulation of asbestos-containing materials "ACM" and materials designated by OSHA as presumed asbestos-containing materials ("PACM") located in the Premises, or resulting remediation made necessary as a result of Subtenant's work. In addition, the following materials, if located in properties constructed prior to 1981, must, in accordance with the OSHA Regulations , be treated as PACM; any thermal system insulation and surfacing material that is sprayed on, troweled on, or applied in some other manner, as well as any resilient flooring material installed in 1980 or earlier. Upon written request by Subtenant, Tenant shall provide Subtenant with copies of any information pertaining to ACM or PACM in Tenant's files.

4. Radon Gas. Pursuant to Florida Statutes, Section 404.056[6], the following disclosure is required by law: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding Radon and Radon testing may be obtained from your county public health unit.

7. Governing Law. This Sublease shall be governed by and construed in accordance with the laws of the State of Florida, and in the event litigation arises between the parties in connection with any of the terms of this Sublease, exclusive venue shall lie in the Circuit Court in Palm Beach County, Florida. If any provision of this Sublease or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Sublease shall remain in full force and effect. The captions, headings and titles in this Sublease are solely for convenience of reference and shall not affect its interpretation. This Sublease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Sublease to be drafted. Each covenant, agreement, obligation or other provision of this Sublease on Subtenant's part to be performed shall be deemed and construed as a separate and independent covenant of Subtenant, not dependent on any other provision of this Sublease. All terms and words used in this Sublease, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender, as the context may require.

8. No Partnership or Joint Venture. Nothing contained in this Sublease will be deemed or construed to create a partnership or joint venture between Tenant and Subtenant, or to create any other relationship between the parties other than that of Tenant and Subtenant.

9. Capacity to Execute Sublease. If Subtenant is other than a natural person, Subtenant represents that it is legally constituted, in good standing and authorized to conduct business in the State of Florida. Subtenant further represents that the person who is executing this Sublease on its behalf has the full power and authority to perform such execution and deliver the Lease to Tenant, and that upon such execution and delivery, the Sublease shall be valid and binding upon Subtenant in accordance with its respective terms and conditions.

10. Exculpation of Tenant. Tenant's obligations and liability to Subtenant with respect to this Sublease shall be limited solely to Tenant's interest in the Premises and neither Tenant, nor any officer, agent, or representative of Tenant, shall have any personal liability whatsoever with respect to this Sublease.

11. Waiver of Trial by Jury. IT IS MUTUALLY AGREED BY AND BETWEEN TENANT AND SUBTENANT THAT THE RESPECTIVE PARTIES HERETO SHALL, AND THEY HEREBY

DO, WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS SUBLEASE, THE RELATIONSHIP OF TENANT AND SUBTENANT OR SUBTENANT'S USE OR OCCUPANCY OF THE PREMISES, OR BY ANY COURSE OF CONDUCT OR COURSE OF DEALING.

12. Entire Agreement. This Sublease constitutes the entire understanding between the parties and shall bind the parties, their successors and assigns. No representations, except as herein expressly set forth, have been made by either party to the other, and this Sublease cannot be amended or modified except by a writing signed by Tenant and Subtenant.

13. Sale of Premises by Tenant. The parties agree that the City has the right to sell the Premises, subject to this Sublease, at any time during the Sublease Term.

14. Annual Budgetary Funding/Cancellation. The parties agree that the City and/or Tenant have the right to cancel the Lease for any reason related to annual budgetary funding upon ninety (90) day prior written notice to the other. If the Lease is canceled for annual budgetary funding, this Sublease shall also be cancelled.

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above written.

TENANT:

ATTEST:

LAKE WORTH COMMUNITY REDEVELOPMENT AGENCY

_____
Joan Oliva, Executive Director

By: _____
Cary Sabol, Chair

SUBTENANT:

ATTEST:

ARMORY ART CENTER, INC., a Florida not for profit corporation

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

STATE OF _____

COUNTY OF _____

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ and _____ as _____ and Secretary, respectively, of the Armory Art Center, Inc., and acknowledged executed the foregoing Agreement as the proper official of the Armory Art Center, Inc. for the use and purposes mentioned in it and affixed the official seal of the Armory Art Center, Inc. and that the instrument is the act and deed of the Armory Art Center, Inc..

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this____ day of _____, 2014.

_____
NOTARY PUBLIC

My Commission Expires:

DNT:dnt
C:\Users\DTolces\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.MSO\16C4EC9D.docm

LIST OF EXHIBITS

1. **EXHIBIT "A" – LEGAL DESCRIPTION OF THE PREMISES**
2. **EXHIBIT "B" – LEASE BETWEEN CITY AND CRA**

CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600· Fax: 561-586-1750

AGENDA DATE: March 18, 2014, Regular Meeting **DEPARTMENT:** City Clerk's Office

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EXECUTIVE BRIEF

TITLE:
Ratify a member to the Community Redevelopment Agency

SUMMARY:
This item is to ratify Commissioner John Szerdi's appointment of John Paxman to fill an unexpired term ending on July 31, 2016.

BACKGROUND AND JUSTIFICATION:
On February 5, 2013, the Commission adopted an ordinance amending the board member appointment process to allow for the selection of board members by individual elected officials. In accordance with the ordinance, the board appointments would be effective upon ratification by the Commission as a whole.

MOTION:
I move to ratify Commissioner John Szerdi's appointment of John Paxman to the Community Redevelopment Agency for an unexpired term ending on July 31, 2016.

ATTACHMENT(S):
Fiscal Impact Analysis – not applicable
Application

APPLICANT'S NAME: JOHN T. PAXMAN
(Print name)

VOLUNTEER ADVISORY BOARD APPLICATION

THIS APPLICATION IS VALID FOR ONLY ONE (1) YEAR FROM THE DATE ENTERED ON PAGE 5.

Thank you for your interest in serving the City of Lake Worth. The City Commission recognizes that volunteering is important, and your contribution is what makes Lake Worth a great community. Completion of this application is necessary so that the members of the City Commission can thoroughly review each application as part of their consideration for your appointment.

If applying for more than one Board/Committee, please number in order of preference. If you have previously submitted an application, it will be removed from our files unless you mark the board(s) previously applied for on this application. Please choose no more than three Boards/Committees for which you wish to apply. When selecting, indicate your first, second, and third preference. ***You may not serve on two of the following boards/committees at one time: Construction Board of Adjustments and Appeals, Community Redevelopment Agency, Historic Resources Preservation, or Planning & Zoning Boards.***

___ Board of Trustees Employees' Retirement System *
___ Board of Trustees Firefighters' Pension Trust Fund *
___ Board of Trustees Police Retirement System *
___ City Recreation Advisory Board
___ City Tree Board
✓ Community Redevelopment Agency *
___ Construction Board of Adjustments and Appeals **
___ Electric Utility Advisory Board
___ Finance Advisory Board
___ Historic Resources Preservation Board **
___ Library Board
___ Planning & Zoning Board (also serves as Board of Signs Appeals and Nuisance Abatement) **
___ Sister City Board

✓* Requires that appointee fill out an annual financial disclosure form to be filed with the Supervisor of Elections Office

** Certain skill-set disciplines required

ALL BOARD/COMMITTEES ARE SUBJECT TO THE SUNSHINE LAW

1. **PERSONAL**

Name: Mr./Mrs./Ms. *(circle one)* JOHN T. PAXMAN (print)

Residence: 9053 Bayhury Lane

City: W Palm Beach State: FL ZIP Code: 33411

Proof of residency attached: _____

Mailing Address: (if different from residence)

City: 1032 N Dixie Hwy Lake Worth State: FL ZIP Code: 33460

Home Phone: (561) N/A Business Phone: (561) 547 2424

Cell Phone: (561) 707 8866 Email Address: johnpaxman@aol.com

Are you a citizen of the United States? YES

Are you a registered Palm Beach County voter? YES

Are you a registered Lake Worth voter? NO

How long have you been a resident of Lake Worth? NO LONGER (WAS FOR 14 years

List all properties owned and/or business interests in Lake Worth?

1028-32 N. Dixie Hwy Dixie Renaissance LLC / John T Paxman, P.A.

What is your occupation? Attorney

Employer? JOHN T Paxman, P.A.

Business Address: (CRA board only) 1032 N. Dixie Hwy Lake Worth FL 33460

Are you currently serving on any City advisory Board? NO

If so, which board? N/A

Have you ever served on a City of Lake Worth board? YES

If so, when and which board(s)? P&Z, Historic, Nuisance, Sign Board of Appeals

Do you serve on any boards in Florida, or are you an elected or appointed state, county, or municipal office holder, or Palm Beach County employee? Yes

If yes, please name the board, position, etc. The Colony at Breakers West Homeowners Association Inc

2. EDUCATION

High School: Conn High School Date of Graduation: 1982

College: Duke Degree: AB Date of Graduation: 1986

Resume attached? yes ✓ no _____

3. WORK EXPERIENCE

Attorney/Owner - John T. Paxman, PA
1992 → present

4. INTEREST/ACTIVITIES

Golf, motorcycles, cars

5. COMMUNITY INVOLVEMENT

1 yr Treasurer and 2 yrs President (past) College Park HOA, 9 yrs service on LW P&Z, (past LW Stakeholders Committee (past) Currently on board of my HOA @ Breakers West

6. **Why do you desire to serve on this board (first preference)**

As a Dixie Hwy property and business owner and given my lengthy P.Z experience I believe I have a perspective that would be beneficial to the CRA

6. **Why do you desire to serve on this board (second preference)**

6. **Why do you desire to serve on this board (third preference)**

I understand the responsibilities associated with being a board/committee member, and I have adequate time to serve if appointed.

I have read Ordinance No. 2010-29 and Article XIII (Palm Beach County) Code of Ethics attached hereto, and understand the policy on the City of Lake Worth's Code of Ethics. Within 30 days after appointment, I understand that I am required to participate in Ethics Training and submit an Acknowledgement of Receipt form to the City Clerk's Office in order to continue to serve on my appointed board.

PLEASE INITIAL JM

Signature

2/20/14
Date

THIS APPLICATION IS VALID FOR ONLY ONE (1) YEAR FROM THE DATE SIGNED ABOVE.

NOTE: Information regarding the duties and responsibilities of any board/committee can be found by visiting our website at www.lakeworth.org then select City Residents/Volunteer Boards. If you need additional information, please contact the the Volunteer Coordinator sdonaldson@lakeworth.org or by calling 561-586-1730.

EMAIL APPLICATION TO: sdonaldson@lakeworth.org (preferred method)

or

FAX APPLICATION TO: Volunteer Coordinator (561) 586-1750

or

RETURN APPLICATION TO: Volunteer Coordinator
Lake Worth City Hall
7 North Dixie Highway
Lake Worth, FL 33460

SUNSHINE LAW: The primary purpose of government in the Sunshine Law is to assure public access to the decision making processes of public boards and committees. The Sunshine Law extends to discussions and deliberations as well as to formal actions taken by boards and committees.

Updated February 20, 2014

John T. Paxman
9053 Baybury Lane
West Palm Beach, Florida 33411

Personal

I have been a resident of Palm Beach County, Florida since 1990, and lived in Lake Worth from 1999 to 2013. I have resided in West Palm Beach since that time.

Education

I am a 1986 graduate of Duke University's Trinity College of Arts and Sciences. I am a 1989 graduate of the School of Law of Case Western Reserve University.

Professional

I am a member of the State Bar of Georgia since 1989 (inactive), and The Florida Bar since 1990. I have been in private practice with John T. Paxman, P.A. since 1993 representing clients in business, financial, transactional and real estate matters. I am a member of the Palm Beach County Bar Association, and the Real Property, Probate and Trust Law Section of The Florida Bar.

Volunteer Work

I co-chaired the golf tournament held by Ballet Florida and the Jewish Guild for the Blind for 3 years in the 1990s. I was a member of the City of Lake Worth's Planning and Zoning / Historic Resources and Preservation Board for a approximately 9 years of which I was the Chairperson for approximately 3 years. I was active in my prior homeowners association, College Park in Lake Worth, as the treasurer for 1 year and the president for 2 years. I was the unofficial spokes person for the Neighborhood President's Council in Lake Worth for 1 year. I am an alumni interviewer for Duke University for the past 5 or 6 years. I have volunteered hours and professional services to many not-for-profit organizations during my professional career. I am a 2nd Degree Knight of Columbus. I am currently on the Board of Directors for The Colony at Breakers West Homeowners Association, Inc.

CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600· Fax: 561-586-1750

AGENDA DATE: March 18, 2014, Regular Meeting **DEPARTMENT:** Community Sustainability

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EXECUTIVE BRIEF

TITLE:
Ordinance No. 2014-08 - Second Reading and Second Public Hearing - amend conditional uses in the Mixed Use-Federal Highway (MU-FH) zoning district

SUMMARY:
The Ordinance amends Chapter 23 – Land Development Regulations. Section 23.3-16 c) 2.J., Mixed Use – Federal Highway (MU-FH), to allow medical office and related uses such as day spas to be located on North Federal Highway north of 13th Avenue North.

BACKGROUND AND JUSTIFICATION:
Prior to the August 16, 2013 implementation of the City's new LDRs, medical office uses were permitted by right on North Federal Highway north of 13th Avenue North as only day spas were subject to the location exception detailed above. The proposed amendment will allow medical offices and related uses such as day spas as a Conditional Use in the MU-FH zoning district regardless of the property location within the MU-FH zoning district. As such, a medical office or day spa requesting to either open a new office or expand an existing office will be required to request Conditional Use approval from the decision making board (either the Planning and Zoning Board or the Historic Resources Preservation Board depending upon the location of the subject property), which process is discretionary and requires a public hearing.

On February 5, 2014 the Planning & Zoning Board at its regularly scheduled meeting discussed the text amendment to the LDRs and voted 4-0 to recommend approval to the City Commission.

The Historic Resources Preservation Board at its regularly scheduled meeting of February 12, 2014 reviewed the text amendment to the LDRs and voted 6-0 to recommend approval to the City Commission.

At its meeting of March 4, 2014, the City Commission voted 5-0 to schedule the second reading and second public hearing for this request.

MOTION:
I move to approve/disapprove Ordinance No. 2014-08 on second reading.

ATTACHMENT(S):
Fiscal Impact Analysis – Not applicable
P&Z and HRPB Boards Staff Report and Minutes
Ordinance No. 2014-08

ORDINANCE NO. 2014-08 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 23 OF THE CODE OF ORDINANCES; REGARDING ZONING DISTRICTS; AMENDING THE MIXED USE FEDERAL HIGHWAY ZONING DISTRICT ARTICLE 3 DIVISION 3; PROVIDING FOR SEVERABILITY; CONFLICTING ORDINANCES REPEALED; CODIFICATION CLAUSE; AND EFFECTIVE DATE.

WHEREAS, the City of Lake Worth, Florida (the "City") is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the City's Land Development Regulations sets forth, among other things, the uses permitted in particular zoning districts within the City; and

WHEREAS, the Mixed Use Federal Highway District allows Medical offices and related uses such as day spas, except on parcels adjacent to North Federal Highway north of 13th Avenue North; and

WHEREAS, a request was made to consider a revision to the Mixed Use Federal Highway District to delete the exception to where Medical offices and related uses can be located; and

WHEREAS, the revision has been reviewed by the Lake Worth Planning and Zoning Board and the Lake Worth Historic Preservation Resources Board and has been found to be consistent with the Comprehensive Plan; and

WHEREAS, both advisory boards have recommended approval of the revision; and

WHEREAS, the City Commission has reviewed the recommended revisions to Chapter 23, Article 3 Division 3 Mixed Use Districts and has determined that it is in the best interest of the public health, safety and general welfare of the City to adopt this ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF LAKE WORTH, FLORIDA, that:

Section 1. The foregoing "WHEREAS" clauses are true and correct and are hereby ratified and confirmed by the City Commission.

Section 2. Chapter 23, Article 3 Division 3 Mixed Use Districts Section 23.3-16, is hereby amended as follows:

Chapter 23, Article 3 Zoning Districts; Division 3, Section 23.3-16 c) 2. J.

2. Principal uses permitted as either administrative or conditional uses

J Medical offers and related uses such as day spas ~~except on parcels adjacent to North Federal Highway north of 13th Avenue North.~~

Section 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 4. All Ordinances or parts of Ordinances in conflict herein are hereby repealed.

Section 5. Section 2 of this Ordinance shall be codified.

Section 6. This Ordinance shall become effective ten (10) days after passage.

The passage of this Ordinance on first reading was moved by Commissioner Amoroso, seconded by Commissioner Szerdi, and upon being put to a vote, the vote was as follows:

Mayor Pam Triolo	AYE
Vice Mayor Scott Maxwell	AYE
Commissioner Christopher McVoy	AYE
Commissioner Andy Amoroso	AYE
Commissioner John Szerdi	AYE

The Mayor, thereupon declared this Ordinance duly passed on first reading on the 4th day of March, 2014.

The passage of this Ordinance on second reading was moved by Commissioner _____, seconded by Commissioner _____, and upon being put to vote, the vote was as follows:

Mayor Pam Triolo
Vice Mayor Scott Maxwell
Commissioner Christopher McVoy
Commissioner Andy Amoroso
Commissioner John Szerdi

The Mayor thereupon declared this Ordinance duly passed and enacted on the 18th day of March, 2014.

LAKE WORTH CITY COMMISSION

By:_____
Pam Triolo, Mayor

ATTEST:

_____
Pamela Lopez, City Clerk

CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600· Fax: 561-586-1750

AGENDA DATE: March 18, 2014, Regular Meeting **DEPARTMENT:** City Attorney

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EXECUTIVE BRIEF

TITLE:
Ordinance No. 2014-09 – Second Reading and Public Hearing – create Registered Domestic Partnerships

SUMMARY:
The Ordinance recognizes long-term, committed relationships and provides certain rights to domestic partnerships which register with the City of Lake Worth.

BACKGROUND AND JUSTIFICATION:
Currently, the City provides health benefits to City employees and their qualified domestic partners whether of the same or opposite sex. The City seeks to expand this recognition by offering to all a registration process to qualified domestic partners with certain rights. While the rights provided upon registration cannot conflict with state or federal law, the rights are intended to provide domestic partners with equal rights afforded to married couples in the City of Lake Worth for health care visitation; health care decisions; funeral/burial decisions; family member notifications; and, preneed guardian designations.

A registration fee will be established in the City-wide fee resolution to cover the City Clerk's office administration of the registration process. The fiscal impact to the City should be covered by the fees set for the program (i.e., registration fee; amendment fee; and, termination fee).

MOTION:
I move to approve/not approve Ordinance No. 2014-09 on second reading.

ATTACHMENT(S):
Fiscal Impact Analysis – not applicable
Ordinance

ORDINANCE NO. 2014-09 OF THE CITY OF LAKE WORTH, FLORIDA, TO ADD ARTICLE III, REGISTERED DOMESTIC PARTNERSHIPS, TO CHAPTER 20, CIVIL RIGHTS, OF THE CODE OF ORDINANCES TO PROVIDE FOR REGISTRATION OF DOMESTIC PARTNERSHIPS WITH CERTAIN LEGAL RIGHTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City currently provides health benefits to City employees and their qualified domestic partners whether of the same or opposite sex; and

WHEREAS, the City recognizes that such long-term, committed relationships foster economic stability and emotional and psychological bonds; and

WHEREAS, the City seeks to expand its recognition, acceptance and services to domestic partnerships; and

WHEREAS, the City finds that it is in the best interest of the City to be responsible to the changing needs of society and to treat all persons fairly and equitably; and

WHEREAS, the City finds amending the Code of Ordinances to include a Domestic Partnership Registry with certain legal rights as set forth herein serves a valid public purpose.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF LAKE WORTH, FLORIDA, that:

Section 1. The foregoing recitals are incorporated into this Ordinance by reference as true and correct statements.

Section 2. Chapter 20 of the Code of Ordinances is hereby amended by adding the following:

Chapter 20

CIVIL RIGHTS

* * *

ARTICLE III. REGISTERED DOMESTIC PARTNERSHIPS

* * *

Sec. 20-14. Definitions.

Committed relationship means a family relationship, intended to be of indefinite duration, between two individuals characterized by mutual caring and the sharing of a mutual residence.

Declaration of registered domestic partnership means the document that is filed with the city clerk's office according to the procedures established in section 20-15.

A *dependent* is a person who resides within the household of a registered domestic partnership and is:

(1) A biological, adopted, or foster child of a registered domestic partner;
(2) A dependent as defined under IRS regulations; or
(3) A ward of a registered domestic partner as determined in a guardianship or other legal proceeding.

Mutual residence means that the registered domestic partners share the same place to live. It is not necessary that the legal right to possess the place of residence be in both of their names. Two people may share a mutual residence even if one or both have additional places to live. Registered domestic partners do not cease to share a mutual residence if one leaves the shared place but intends to return.

Registered domestic partnership means committed relationship between two persons who consider themselves to be a member of each other's immediate family and have registered their partnership in accordance with section 20-15.

Sec. 20-15. Registration, amendment, termination and administration procedures.

(a) *Registration.*

(1) Declaration of registered domestic partnership. A declaration of registered domestic partnership shall be filed with the city clerk's office and shall contain the names and addresses of the applicants who shall swear or affirm under penalty of perjury that each partner:

a. Is at least 18 years old and competent to contract;
b. Is not married to or a member of another registered domestic partnership or civil union with anyone other than the co-applicant;
c. Agrees to share the common necessities of life and to be responsible for each other's welfare;
d. Shares his or her primary residence with the other;
e. Considers himself or herself to be a member of the immediate family of the other partner;

f. Agrees to immediately notify the city clerk's office, in writing, of any change in the status of the registered domestic partnership; and

g. Agrees to mutually support the other by contributing in some fashion, not necessarily equally, to maintain and support the registered domestic partnership.

(2) Each partner agrees to immediately notify the city clerk's office, in writing, if the terms of the registered domestic partnership are no longer applicable or one of the domestic partners wishes to terminate the domestic partnership.

(b) *Amendment.* A registered domestic partner may amend a registered domestic partnership previously filed with the city clerk to show a change in his or her household address or to add or delete dependents. Amendments shall be signed by both members of the registered domestic partnership under penalty of perjury.

(c) *Termination.*

(1) *Termination statement.* A registered domestic partner may terminate the registered domestic partnership by filing a termination statement with the city clerk's office. The person filing the termination statement shall swear or affirm under penalty of perjury that:

a. The registered domestic partnership is to be terminated; and

b. If the termination statement is not signed by both registered domestic partners, a copy of the termination statement shall be served, by certified or registered mail, on the other registered domestic partner, and proof of service shall be filed with the city clerk's office.

(2) *Effective date.* The termination shall become effective on the date of filing of the termination statement signed by both registered domestic partners or if the termination statement is not signed by both parties, on the date proof of service is filed with the city clerk's office pursuant to subsection (c)(1)b. above.

(3) *Automatic termination.* A registered domestic partnership shall automatically terminate upon the following events:

a. One of the domestic partners marries;

b. One of the domestic partners dies; or

c. One of the domestic partners enters into a civil union with someone other than his or her registered domestic partner.

(d) *Administration.*

(1) *Forms.* The city clerk's office shall provide forms for the establishment, amendment, and termination of registered domestic partnerships.

(2) *Certificate of registered domestic partnership.* The city clerk's office shall issue to the registered domestic partners a certificate of registered domestic partnership no later than ten business days after the declaration of registered domestic partnership is filed.

(3) *Maintain records.* The city clerk's office shall maintain copies of the declaration of registered domestic partnerships, any and all amendments thereto, certificates of registered domestic partnership, and termination statements filed by registered domestic partners.

(4) *Fees.* The fee for registering the declaration of registered domestic partnership shall be established by resolution of the city commission, which shall cover all costs of registration. The fee for amending or terminating the declaration of registered domestic partnership shall also be established by resolution of the city commission, which shall cover all costs of amendment or termination of the registered domestic partnership.

Sec. 20-16. Rights and legal effect of registered domestic partnership.

To the extent not superseded by federal, state, or county law or ordinance, registered domestic partners shall have the following rights:

(1) *Health care facility visitation.* The term "health care facility" includes, but is not limited to, hospitals, convalescent facilities, walk-in clinics, doctor's offices, mental health care facilities, and other short and long term facilities located within, or under the jurisdiction of, the city. All health care facilities operating within the city shall allow a registered domestic partner the same visitation rights as a spouse (or parent, if the patient is a dependent of the registered domestic partnership) of the patient. A dependent of a registered domestic partner shall have the same visitation rights as a patient's child.

(2) *Health care decisions.* This section pertains to decisions concerning both physical and mental health. If a patient lacks the capacity to make a health care decision, the patient's registered domestic partner shall have the same authority as a

spouse to make a health care decision for the incapacitated party to the extent allowed by section 765.401, Florida Statutes.

(3) *Funeral/burial decisions.* Following the death of a registered domestic partner, the surviving partner shall have the same rights to make decisions with regard to funeral/burial decisions and disposition of the decedent's body as a surviving spouse. The surviving partner shall retain these rights notwithstanding the automatic termination provision of subsection 20-15(c) herein.

(4) *Notification of family members.* In any situation providing for mandatory or permissible notification of family members, including, but not limited to, notification of family members in an emergency, or when permission is granted to inmates to contact family members, "notification of family" shall include registered domestic partners.

(5) *Preneed guardian designation.* Any person who is registered as a registered domestic partner pursuant to this article shall have the same right as any other individual to be designated as a preneed guardian pursuant to section 744.3045, Florida Statutes, and to serve in such capacity in the event of his or her declarant registered domestic partner's incapacity. A registered domestic partner shall not be denied or otherwise be defeated in serving the plenary guardian of his or her registered domestic partner or the partner's property, under the provisions of Chapter 744, Florida Statutes, to the extent that the incapacitated partner has not executed a valid preneed guardian designation, based solely upon his or her status as the domestic partner of the incapacitated partner.

Sec. 20-17. Limited effect.

(a) Nothing in this article shall be interpreted to alter, affect, or contravene county, state or federal law.

(b) Nothing in this article shall be construed as recognizing or treating a registered domestic partnership as a marriage.

(c) All rights, privileges, and benefits extended to registered domestic partnerships registered pursuant to this article shall also be extended to all persons legally partnered in another jurisdiction.

(d) This article is independent of Chapter 16 of the Code of Ordinances of the City of Lake Worth and does not affect any rights or benefits of city employees.

(e) A registered domestic partner may enforce the rights under section 20-16 by filing a private action against a person or entity in any court of competent jurisdiction for declaratory relief, injunctive relief, or both.

***

Section 3. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 4. All ordinances or resolutions or parts thereof that may be determined to be in conflict herewith are hereby repealed.

Section 5. Section 2 of this Ordinance shall be codified.

Section 6. This Ordinance shall become effective ten (10) days after passage.

The passage of this Ordinance on first reading was moved by Commissioner Amoroso, seconded by Commissioner McVoy, and upon being put to a vote, the vote was as follows:

Mayor Pam Triolo	AYE
Vice Mayor Scott Maxwell	AYE
Commissioner Christopher McVoy	AYE
Commissioner Andy Amoroso	AYE
Commissioner John Szerdi	AYE

The Mayor thereupon declared this Ordinance duly passed on first reading on the 4th day of March 2014.

The passage of this Ordinance on second reading was moved by Commissioner _____, seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

Mayor Pam Triolo
Vice Mayor Scott Maxwell
Commissioner Christopher McVoy
Commissioner Andy Amoroso
Commissioner John Szerdi

The Mayor thereupon declared this Ordinance duly passed and enacted on the 18th day of March 2014.

LAKE WORTH CITY COMMISSION

By:_____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600· Fax: 561-586-1750

AGENDA DATE: March 18, 2014, Regular Meeting **DEPARTMENT:** Public Services

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EXECUTIVE BRIEF

TITLE:
Resolution No. 13-2014 - Public Hearing - issue a revocable permit on property located at 1501 North L Street for property located at 1501 North L Street

SUMMARY:
The Resolution authorizes the issuance of a revocable permit on the northern half of an unimproved right-of-way at 15 Avenue North between North L and K Streets.

BACKGROUND AND JUSTIFICATION:
On March 5, 2014, the City Commission approved Resolution No. 08-2014 declaring the City's intent to issue a revocable permit and scheduled the public hearing date to Mach 18, 2014.

City Staff has reviewed the revocable permit application and issued comments in order for the application to be accepted. The owner has accepted the comment and agreed to the terms. The terms will be formalized in a written agreement with the owner which shall be recorded in official records (if approved).

MOTION:
I move to approve/not approve Resolution No. 13-2014.

ATTACHMENT(S):
Fiscal Impact Analysis – not applicable
Revocable Permit
Resolution

1501 NORTH L STREET - REVOCABLE PERMIT APPLICATION

STAFF CONDITIONS FOR APPROVAL

UTILITIES / PUBLIC SERVICES

1. WITHIN THE LIMITS OF THE REVOCABLE PERMIT APPLICATION, THERE IS A 6" CAST IRON WATER MAIN. THE WATER MAIN WAS FIELD LOCATED AND DETERMINED TO BE APPROXIMATELY 6' TO 8' FROM THE NORTH RIGHT OF WAY LINE. CONDITIONAL APPROVAL IS GRANTED WITH THE CONDITION THAT A LARGE GATE IS PLACED ON BOTH THE NORTH L STREET SIDE AND ON THE ALLEYWAY SIDE AND THAT UTILITIES IS ABLE TO ACCESS THE LIMITS OF THE PERMIT AREA IN CASE OF MAINTENANCE WORK OR EMERGENCY WORK. THE PERMIT HOLDER WILL BE RESPONSIBLE FOR ANY AND ALL DAMAGE TO FENCING OR VEGETATION WITHIN THE PERMIT LIMITS.

2. THE PERMIT HOLDER IS ONLY AUTHORIZED TO PLANT SMALL PLANTINGS AND SHRUBS THAT DO NOT EXHIBIT HARD WOOD OR HAVE DEEP ROOT STRUCTURES.

3. WITHIN THE LIMITS OF THE REVOCABLE PERMIT APPLICATION, THERE IS AN 18" CONCRETE DRAINAGE PIPE. THE DRAINAGE SYSTEM WAS FIELD LOCATED AND DETERMINED TO BE APPROXIMATELY 3' TO 4' FROM THE NORTH RIGHT OF WAY LINE. CONDITIONAL APPROVAL IS GRANTED WITH THE CONDITION THAT A LARGE GATE IS PLACED ON BOTH THE NORTH L STREET SIDE AND ON THE ALLEYWAY SIDE AND THAT PUBLIC SERVICES IS ABLE TO ACCESS THE LIMITS OF THE PERMIT AREA IN CASE OF MAINTENANCE WORK OR EMERGENCY WORK. THE PERMIT HOLDER WILL BE RESPONSIBLE FOR ANY AND ALL DAMAGE TO FENCING OR VEGETATION WITHIN THE PERMIT LIMITS.

4. NO PERMANENT OR LARGE STRUCTURES ARE ALLOWED TO BE WITHIN THE PERMIT AREA. WOOD FENCING OR OTHER EASILY MOVABLE MATERIAL ARE AUTHORIZED TO BE PLACED WITHIN THE LIMITS OF THE PERMIT AREA.

5. THE GRAVEL DRIVEWAY THAT IS PROPOSED AT THE FURTHEST EAST PORTION OF THE PERMIT AREA IS TO BE MAINTAINED AND BE FREE OF WEEDS AND OTHER DEBRIS. THE GRAVEL SHALL NOT MIGRATE TO THE ADJACENT ROADWAY ON NORTH L STREET AND SHALL REMAIN WITHIN THE DRIVEWAY LIMITS.

Felipe Lofaso

From: Monica Morandi
Sent: Thursday, October 24, 2013 4:25 PM
To: Felipe Lofaso
Subject: 15th Ave N Fed to Dixie

Let me know if you should need any more detailed information.

Thanks,

– 18" RCP drainage
– 6" CIP watermain

Monica Morandi, P.E.
Utilities Engineer
City of Lake Worth
1900 2nd Avenue North
Lake Worth, Florida 33461

RESOLUTION NO. 13-2014 OF THE CITY OF LAKE WORTH, FLORIDA, GRANTING A REVOCABLE PERMIT WITH CONDITIONS ON A PORTION OF THE CITY OWNED RIGHT-OF-WAY AT 15th AVENUE NORTH AND NORTH "L" STREET TO HARRY F. BORDERS AND ROSALIND BORDERS; DIRECTING THE CITY ATTORNEY TO ISSUE THE WRITTEN PERMIT; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS, FOR SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Harry F. Borders and Rosalind Borders are the owners of the real property located at 1501 North "L" Street (the "Property");

WHEREAS, the City owns the right-of-way adjacent to the Property (on the south side) which is a portion of 15th Avenue North (the "Right-of-Way");

WHEREAS, the Property owners have submitted an application for a revocable permit to utilize the northern half of the Right-of-Way for a fenced garden; and,

WHEREAS, pursuant to section 19-42 of the City's code of ordinances, the City Commission at a public hearing on March 4, 2014, declared its intent to grant the revocable permit to the Property owners; and,

WHEREAS, the City Clerk has provided the required notices and advertising necessary for the issuance of the revocable permit to the Property owners; and,

WHEREAS, City staff has recommended approval of the revocable permit with conditions; and,

WHEREAS, the City Commission finds granting the revocable permit to the Property owners serves a valid public purpose.

NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAKE WORTH, FLORIDA, that:

Section 1. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. The City Commission of the City of Lake Worth, Florida, grants a revocable permit with conditions for a portion of the following described parcel of public right-of-way:

> That north 20 feet of that certain 40-foot wide strip located immediately south of and adjacent to Lot 16, Block 27, NORTH LAKE WORTH, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 5, Page 48.

Section 3. The revocable permit with conditions is attached hereto as **Exhibit "A"** and shall be recorded upon execution by the Property owners and the Mayor and City Clerk.

Section 4. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed.

Section 5. If any provision of this resolution or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of this Resolution which can be given effect without the invalid provision or application and to this end the provisions of this Resolution are declared severable.

Section 6. This Resolution shall take effect upon adoption.

The passage of this Resolution was moved by Commissioner _____, seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

Mayor Pam Triolo
Vice Mayor Scott Maxwell
Commissioner Christopher McVoy
Commissioner Andy Amoroso
Commissioner John Szerdi

The Mayor thereupon declared this Resolution duly passed and adopted on this 18th day of March, 2014.

LAKE WORTH CITY COMMISSION

By:_____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

EXHIBIT A TO RESOLUTION

Return to: City of Lake Worth
Attn: City Clerk
7 North Dixie Highway
Lake Worth, FL 33460-3787

REVOCABLE PERMIT

THIS REVOCABLE PERMIT (the "Permit") is made on this _____ day of _____, 2014, between the CITY OF LAKE WORTH (the "City") and Harry F. Borders and Rosalind (jointly and severally, the "Permittee").

RECITALS

WHEREAS, the Permittee is the owner of the real property located at 1501 North "L" Street in the City of Lake Worth (the "Property"); and

WHEREAS, the City owns the right-of-way adjacent to the Permittee's Property (on the south side) which is a portion of 15th Avenue North right-of-way; and

WHEREAS, the Permittee submitted an application for a revocable permit to utilize the northern half of the right-of-way for a fenced garden which use is more specifically described herein (the "Premises"); and

WHEREAS, pursuant to section 19-42 of the City's code of ordinances, the City for and in consideration of the restrictions and covenants herein contained, hereby permits the use of the Premises by the Permittee in accordance with the terms and conditions of this Permit and the City's code.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED BY THE RESPECTIVE PARTIES HERETO:

ARTICLE I – INCORPORATION

The foregoing recitals are incorporated into this Permit as true and correct statements.

ARTICLE II – PREMISES & USE OF PREMISES BY PERMITTEE

The City hereby permits the Permittee to use the following described Premises:

> That south 20 feet of that certain 40-foot wide strip located immediately south of and adjacent to Lot 16, Block 27, NORTH LAKE WORTH, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 5, Page 48.

The use of the Premises by the Permittee shall be in accordance with the Permittee's application and site plan to the City which shall generally consist of a fenced garden and the terms and conditions of this Permit. A copy of the Permittee's site plan for the fenced garden is attached hereto as **Exhibit "A"** and incorporated herein. No other improvement(s) of any kind shall be made to the Premises without the prior consent of the City. This Permit grants a license for such use to the Permittee, and does not grant a property interest or an estate in the Premises.

The term of this Permit shall be for twenty (20) years commencing on the date hereof; however, this Permit is revocable as stated herein.

ARTICLE III – CONDITIONS OF USE

Since a water main is located within the Premises, the use of the Premises is conditioned upon the Permittee complying with all staff conditions for use and improvements to the Premises. Staff conditions are attached hereto as **Exhibit "B"** and incorporated herein by reference.

ARTICLE IV - IMPROVEMENTS BY PERMITTEE

The Permittee shall have sole responsibility for obtaining all regulatory approvals, permits or licenses required for the placement of improvements upon the Premises. The improvements made by Permittee shall be removed from the Premises at the expiration or revocation of this Permit; however, the Permittee may apply in writing to the City Commission for an additional period of not more than ninety (90) days of the expiration date. Removal by the City of the improvements made by the Permittee or portions thereof shall be at the sole expense of the Permittee and governed by Article XII hereunder.

ARTICLE V - CONDITIONS OF PREMISES AND MAINTENANCE

The Permittee, at his and/or her own expense, shall cause the improvements and the Premises to be in a state of good condition and repair for the life of this Permit. The Permittee shall maintain and keep the improvements and the Premises in a safe, clean condition, free of grease or refuse and debris. All installed fencing shall be maintained in good working order. Determination of the condition of the improvements and the Premises shall be made by the City. The Permittee shall also use and maintain the Premises in compliance with this Permit, the City's code of ordinances, and all applicable governmental laws, rules and regulations including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances.

ARTICLE VI - INDEMNIFICATION

The Permittee agrees that he and/or she will indemnify, hold and save the City, its officers, agents, contractors and employees whole and harmless and at City's option defend same from and against all claims, demands, actions, damages, loss, cost, liabilities, expenses and judgments of any nature recovered from or asserted against the City, its officers, agents, contractors and/or employees on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by any act, omission, negligence or misconduct on the part of the Permittee or any of its agents, servants, employees, contractors, guests, licensees or invitees or of any other person entering upon the Premises used hereunder with the express or implied invitation or permission of the Permittee, or when any such injury or damage is the result, proximate or remote, of the violation by the Permittee or any of its agents, servants, employees, contractors, guests, licensees or invitees of any law, ordinance or governmental order of any kind, or when such injury or damage may in any other way arise from or out of the use by Permittee, its agents, servants, employees, contractors, patrons, guests, licensees or invitees of the Premises used hereunder, or arises out of any action challenging the granting or legality of this Permit. The Permittee covenants and agrees that in the event the City shall be made party to any litigation against the Permittee, or in any litigation commenced by any party against any party other than Permittee relating to this Permit or to the Premises used hereunder, then the Permittee shall and will pay all costs and expenses, including reasonable attorney's fees and

court costs, incurred by or imposed upon City by virtue of any such litigation, including appeals.

The provisions of this Permit relating to indemnification shall survive any termination or expiration of this Permit. Additionally, any provisions of this Permit which require performance subsequent to the termination or expiration of this Permit shall also survive such termination or expiration.

ARTICLE VII - NO LIABILITY FOR PERSONAL PROPERTY

All personal property placed or moved on the Premises shall be at the risk of the Permittee or the owner thereof. The City shall not be liable to the Permittee or owner for any damage to said personal property.

ARTICLE VIII - CITY'S RIGHT OF ENTRY

The City or any of its agents shall have the right to enter upon the Premises following the time frames below, for the purpose of inspecting the improvements and/or the Premises, or to gain access to or repair any utilities located within the Premises. Such right of entry shall, likewise, exist for the purpose of removing structures, improvements, alterations or landscaping which do not conform to this Permit. Any removal of the above, or damages to the allowed improvements or landscaping made by the City and necessitated by the Permittee's use of said Premises, shall be at the sole expense of the Permittee. Further, the City shall not be responsible for the restoration of the Premises, its fixtures, fences, wall, or landscaping, in the event such are damaged or removed by the City in order to inspect, repair or gain access to its utilities located on within the Premises. Additionally, any expenses incurred by the City, but not paid by the Permittee, in removing such improvements or landscaping shall become a lien upon the Permittee's abutting property, which may be foreclosed upon.

The timeframes for the City's entry upon the Premises are as follows:

EMERGENCY ENTRY: In cases of emergency, the City may remove authorized or unauthorized improvements as necessary in the time necessary without notice to the Permittee to facilitate the abatement of the emergency.

NON-EMERGENCY ENTRY: In cases where the entry is for a non-emergency purpose, the City will give the Permittee no less than 48 hours' notice before entering the Premises. This notice may be effectuated by verbal or written means and such notice will be documented by the City official or employee giving such notice.

ARTICLE IX - REVOCATION OF PERMIT

It is understood and agreed between the parties hereto that the City may, in its sole discretion, upon ten (10) days written notice to the Permittee, revoke and terminate this Permit. The City's right to terminate this Permit is absolute and shall not result in any inequity to the Permittee because of any authorized improvements by the Permittee to the Premises. Accordingly, this Permit shall not be construed as an irrevocable permit, irrevocable license or a license coupled with an interest because of said improvements. Further, the Permittee acknowledges that the City and the public will be irreparably damaged if the terms and conditions of this Permit are not adhered to and specifically enforced. Therefore, in the event of a violation or threatened violation by the Permittee, then the City shall be entitled to all the rights and remedies, including but not limited to injunctive relief, restraining such violation

without being required to show any actual damage, irreparable harm, or to post any bond or other security.

ARTICLE X - NOTICES

It is understood and agreed between the parties hereto that written notice addressed to the Permittee and mailed regular mail or hand delivered to 1501 North L Street, Lake Worth, Florida 33460, shall constitute sufficient notice to the Permittee, and written notice addressed to the City Manager and mailed regular mail or hand delivered to the City of Lake Worth, 7 North Dixie Highway, Lake Worth, Florida 33460, shall constitute sufficient notice to the City to comply with the terms herein.

ARTICLE XI - ASSIGNMENT

Without the written consent of the City first obtained in each case, the Permittee shall not sublet, assign, transfer, mortgage, pledge, or dispose of this Permit for the term hereof.

ARTICLE XII - SURRENDER OF PREMISES

At the expiration or revocation of this Permit, Permittee shall, unless other arrangements have been made prior and are approved in writing by the City Commission, without demand, quietly and peaceably deliver possession of the Premises free of any wall, fences, or other like fixtures or improvements. The Permittee shall be responsible for the expenses of putting the Premises in said condition. If the Premises are not in such condition, at the expiration or revocation of this Permit, Permittee hereby agrees that the City shall have the right to restore the Premises to such condition. The Permittee agrees to reimburse the City for all such expenses within thirty (30) days of mailing of a statement to the Permittee at the address indicated in Article IX. If not so paid, the expenses incurred by the City in doing so shall become a lien upon the Permittee's abutting property and may be foreclosed upon, or the City, at its option, may seek such other remedies as may be allowable by law.

ARTICLE XIII – LIMITATION OF RIGHTS

The parties to this Permit specifically agree that the Premises described herein shall at all times remain public right-of-way property unless formally abandoned by the City and that no prescriptive rights shall ever vest in Permittee regardless of any improvements made. Nothing contained herein, whether express or implied, is intended to confer any rights or remedies under or by reason of this Permit on any persons other than the parties hereto and their respective administrators and legal representatives, nor is anything in this Permit intended to relieve or discharge the obligation or liability of any third person to any party to this Permit nor shall any provision give any third persons any right of subrogation or action over or against any party to this Permit.

ARTICLE XIV – MISCELLANEOUS

It is agreed and understood that this Permit contains all agreements, promises and understandings between the City and the Permittee and that no verbal or oral agreements, promises or understandings shall be binding upon either the City or in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Permit shall be void and ineffective unless made in writing signed by the parties. In the event any provision of this Permit is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Permit. The failure of either party to insist

upon strict performance of any of the terms or conditions of this Permit or to exercise any of its rights under this Permit shall not waive such rights and such party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Permit, in law or in equity.

This Permit shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

This Permit and all acts thereunder shall be governed, interpreted, construed and regulated by the laws of the State of Florida and venue for any action arising out of this Permit shall be in Palm Beach County, Florida. **Further, if for any reason a claim, dispute or controversy is not resolved by the parties, the parties irrevocably and voluntarily agree to waive any right to a trial by jury in respect to any such claim, dispute or controversy.**

This Permit may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ARTICLE XIV - RECORDING OF THIS DOCUMENT

This document shall be recorded in the official records in and for Palm Beach County, Florida.

PERMITTEE FURTHER STATES THAT HE AND SHE HAVE CAREFULLY READ THE FOREGOING REVOCABLE PERMIT AND KNOWS THE CONTENTS THEREOF AND FULLY REALIZE ITS MEANING AND SIGNS THIS REVOCABLE PERMIT OF HIS AND HER OWN FREE WILL.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the parties have hereunto executed this Revocable Permit for the purposes herein expressed the day and year first above written.

WITNESS: **CITY OF LAKE WORTH**

_____
Signature

_____
Print Name

By:
ATTEST: Pam Triolo, Mayor

Pamela J. Lopez, City Clerk

Approved as to form and legal sufficiency:

_____
Glen J. Torcivia, City Attorney

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
PERMITTEE'S SIGNATURE PAGE FOLLOWS

PERMITTEE:

_____
Harry F. Borders

Signature of Witness

Printed Name of Witness

Signature of Witness

Printed Name of Witness

_____
Rosalind Borders

Signature of Witness

Printed Name of Witness

Signature of Witness

Printed Name of Witness

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by **Harry F. Borders and Rosalind Borders**, who are personally known to me or who has produced _____ as identification and who did (did not) take an oath.

NOTARY

PRINTED NAME OF NOTARY

Exhibit "A" to Permit

Site Plan

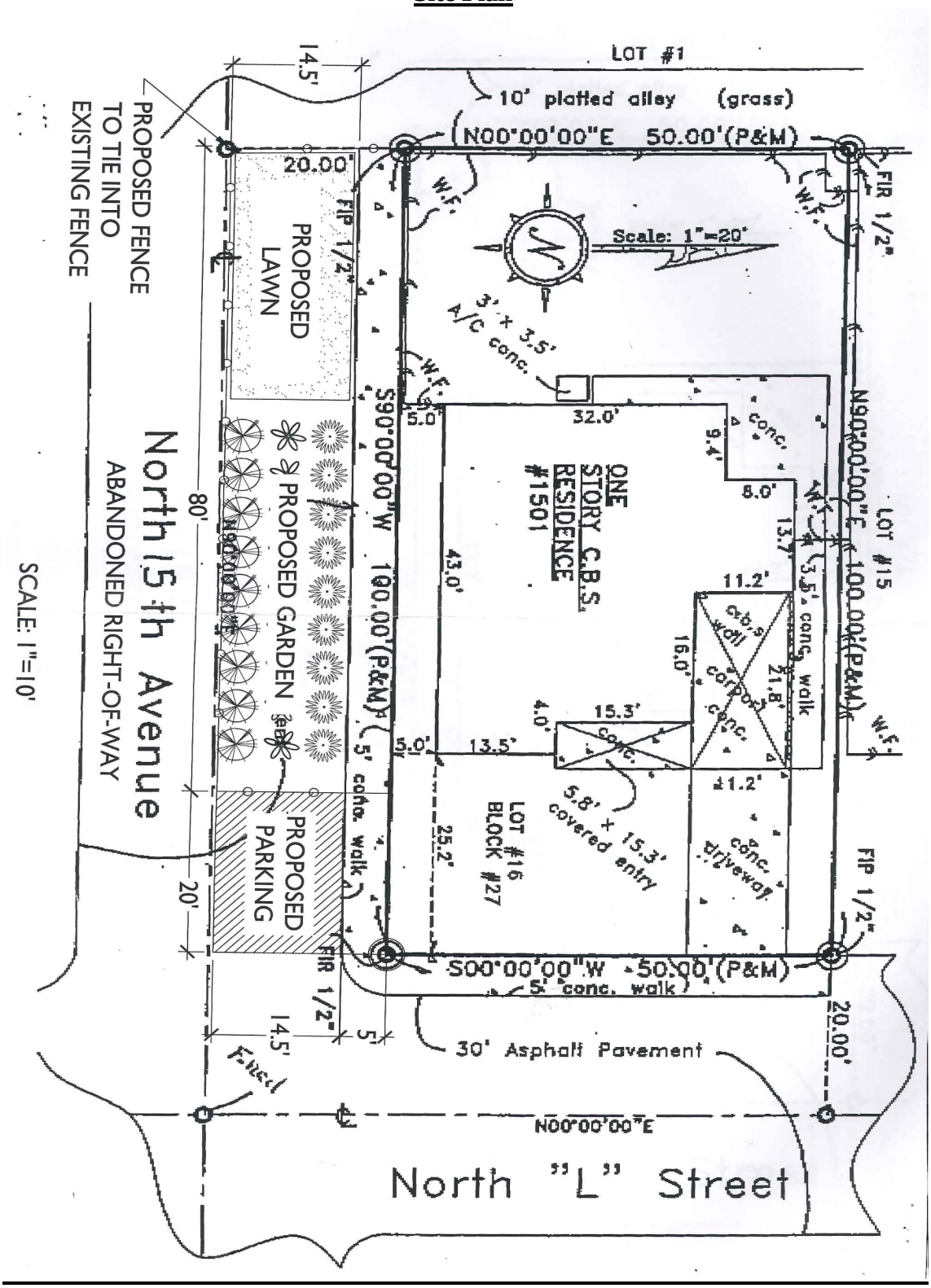

Exhibit "B" to Permit

Staff Conditions for Use

1501 NORTH L STREET - REVOCABLE PERMIT APPLICATION

STAFF CONDITIONS FOR APPROVAL

UTILITIES / PUBLIC SERVICES

1. WITHIN THE LIMITS OF THE REVOCABLE PERMIT APPLICATION, THERE IS A 6" CAST IRON WATER MAIN. THE WATER MAIN WAS FIELD LOCATED AND DETERMINED TO BE APPROXIMATELY 6' TO 8' FROM THE NORTH RIGHT OF WAY LINE. CONDITIONAL APPROVAL IS GRANTED WITH THE CONDITION THAT A LARGE GATE IS PLACED ON BOTH THE NORTH L STREET SIDE AND ON THE ALLEYWAY SIDE AND THAT UTILITIES IS ABLE TO ACCESS THE LIMITS OF THE PERMIT AREA IN CASE OF MAINTENANCE WORK OR EMERGENCY WORK. THE PERMIT HOLDER WILL BE RESPONSIBLE FOR ANY AND ALL DAMAGE TO FENCING OR VEGETATION WITHIN THE PERMIT LIMITS.

2. THE PERMIT HOLDER IS ONLY AUTHORIZED TO PLANT SMALL PLANTINGS AND SHRUBS THAT DO NOT EXHIBIT HARD WOOD OR HAVE DEEP ROOT STRUCTURES.

3. WITHIN THE LIMITS OF THE REVOCABLE PERMIT APPLICATION, THERE IS AN 18" CONCRETE DRAINAGE PIPE. THE DRAINAGE SYSTEM WAS FIELD LOCATED AND DETERMINED TO BE APPROXIMATELY 3' TO 4' FROM THE NORTH RIGHT OF WAY LINE. CONDITIONAL APPROVAL IS GRANTED WITH THE CONDITION THAT A LARGE GATE IS PLACED ON BOTH THE NORTH L STREET SIDE AND ON THE ALLEYWAY SIDE AND THAT PUBLIC SERVICES IS ABLE TO ACCESS THE LIMITS OF THE PERMIT AREA IN CASE OF MAINTENANCE WORK OR EMERGENCY WORK. THE PERMIT HOLDER WILL BE RESPONSIBLE FOR ANY AND ALL DAMAGE TO FENCING OR VEGETATION WITHIN THE PERMIT LIMITS.

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Felipe Lofaso

From: Monica Morandi
Sent: Thursday, October 24, 2013 4:25 PM
To: Felipe Lofaso
Subject: 15th Ave N Fed to Dixie

Let me know if you should need any more detailed information.

Thanks,

Monica Morandi, P.E.
Utilities Engineer
City of Lake Worth
1900 2nd Avenue North
Lake Worth, Florida 33461

– 18" RCP drainage
– 6" CIP watermain

CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600· Fax: 561-586-1750

AGENDA DATE: March 18, 2014, Regular Meeting **DEPARTMENT:** Public Services

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EXECUTIVE BRIEF

TITLE:
Accept and File Landfill Report

SUMMARY:

Acceptance of Mock Roos & Associates report will finalize issues involving the Landfill.

BACKGROUND AND JUSTIFICATION:
Since the official closure of the City's landfill in 1993, the City has dealt with a variety of issues. The issues include matters related to a 2007 lease to Sun Recycling Systems (SRS) as a hurricane staging area, allegations of odors emanating from the landfill, and allegations of contamination. At this time, a report from Mock Roos & Associates conclude that the odor and contamination issues are insignificant. City staff would like to move forward with analyzing viable uses of the landfill including a possible photovoltaic array.

The City of Lake Worth Landfill time line is as follows:

- 1961 – Site began functioning as a landfill.
- 1988 – Site stopped receiving waste.
- 1993 – Official closure of the landfill with a 20-inch thick soil cover system (certified by the State).
- 2007/2008 – The City agreed to lease the landfill to SRS and the site was prepared for use as a hurricane staging area. The site preparation plan was approved by the FDEP in July 2007 and indicated that the working platform (as well as an access road and ramp) was to consist of a minimum of 2 feet of Recovered Screened Material (RSM). This material primarily consists of soil, small pieces of wood, concrete, drywall, and roofing tiles derived from construction/demolition debris. 105,000 Cubic Yards of RSM were delivered to the landfill site and the depth was between 0 and 3.8 feet based on 30 geotechnical borings.
- 2010 – The City decided not to renew the lease with SRS and requested that Mock Roos analyze the site conditions and report on the cost to restore the site to the previous condition. The 2010 report is attached to this Agenda and concluded that the site contained trace amounts of arsenic. Specifically, the amount of arsenic was high enough to prohibit residential use of the landfill; but not high enough to limit commercial use of the landfill. In its report, Mock Roos also estimated it would cost approximately $1.5 million to restore the site to its condition prior to use by SRS (including removal of the RSM). Mock Roos noted that removal of the RSM would result in a significant impact on surrounding neighborhoods, as +/- 6,000 truckloads of material would be needed to haul the RSM from the site. There was also a concern that removal of the RSM might disrupt the soil cover system installed in 1993 at the official closure of the landfill. Upon written demand by the City to remove the RSM, SRS refused and asserted that it was not required to remove the RSM under the lease.
- 2013 - The City received official notice that it had fulfilled its post-closure permit requirements for monitoring the landfill per the Florida Department of Environmental Protection (FDEP) and the Palm Beach County Health Department (the notice is attached to this Agenda). The permit requirements

consisted of 20 years of semi-annual methane monitoring and ground water sampling via monitoring wells. Upon successfully completing the monitoring, the methane monitoring wells and ground water monitoring wells were backfilled with neat cement grout. After receiving notice from FDEP, during one of the District 1 meetings at the Osborne Community Center, it was noted that landfill odor was still a concern for residents in that area. To gain a better understanding of the concern, a survey was created and distributed to residents surrounding the landfill. The first round of surveys were issued door-to-door the first week of July 2013. Of the 56 surveys delivered (which contained a stamped return envelope), only 6 were returned. Due to the minimal response, a second round of surveys were issued August 9th (again containing a stamped return envelope) and only 4 were returned. The few results of the completed surveys the City received back gave no new insight to issues previously expressed. The City then requested a second report from Mock Roos on the presence of odors at the landfill. In December 2013, testing began and the final report is attached to this Agenda (the report was completed in 2014). The 2014 report concludes that some odor may be present in areas where the soil cap may have been breached or may become breached in the future.

The City's Attorney has reviewed the lease with SRS and the dispute over the removal of the RSM. The City Attorney does not recommend pursuing the dispute.

City staff has been analyzing potential uses of the landfill. However, until the prior issues are put behind the City, staff cannot move forward in its analysis. Acceptance of Mock Roos' reports and closure of all prior issues would assist City staff in analyzing and pursuing viable uses of the landfill.

MOTION:

I move to accept/not accept the reports by Mock Roos on the City of Lake Worth Landfill and accept/not accept the closure of all landfill issues and disputes.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
2014 Mock Roos Summary of Dunkelberger Engineering & Testing Final Report
2014 Dunkelberger Engineering & Testing Final Report
2010 Mock Roos Final Landfill Evaluation Report
Lake Worth Landfill – Health Dept Conclusion Notice

MOCK • ROOS
ENGINEERS • SURVEYORS • PLANNERS

March 12, 2014

Mr. Jamie Brown
Public Works Director
City of Lake Worth
1749 3rd Avenue South
Lake Worth, FL 33360

Ref. No. B0065.50
Subject: City of Lake Worth South Landfill
Odor Investigation and Gas Survey

Dear Mr. Brown:

In summation of the research, field observations, geotechnical exploration and testing that were conducted under our authorization, we offer the following:

1. On December 3, 2013, a field reconnaissance was performed on the South Landfill site to review the existing conditions and facilities on the site. At that time, the surface of the landfill was explored, the existing drainage systems were reviewed and the existing methane venting stacks were inspected. No odors were detected over the landfill site, adjacent to the drainage systems or in the methane venting stacks.

2. On December 9, 2013, eight gas sampling wells were installed on the top of the landfill. Six of the wells were shallow wells that terminated above the clay cap and two of the wells were deep wells that penetrated the clay cap. On that day, the tops of six of the existing methane venting stacks and five of the drainage structures were sealed with visqueen and duct tape to trap and allow the accumulation of gases.

3. Between December 10 and 12, 2013, gas samples were obtained from the eight gas monitoring wells, the methane venting stacks, and the drainage systems. Field measurements were taken to determine the concentrations of oxygen, carbon monoxide, hydrogen sulfide (H_2S) and combustible gases including methane. Gas

Mock, Roos & Associates, Inc.
5720 Corporate Way, West Palm Beach, Florida 33407-2066, (561) 683-3113, fax 478-7248

samples were also collected and sent to a laboratory for analysis for odor causing compounds, such as mercaptans and sulfide group compounds.

4. Conclusions:

   a. The field reconnaissance as well as the field and laboratory sampling of the methane venting stacks and the drainage systems found no evidence of odorous gases.

   b. Five of the six shallow gas monitoring wells did not have detectable levels of odorous gases, however, Monitoring Well S-4, the deepest of the shallow wells, did yield a field specimen with detectable concentrations of combustible gases, as well as a laboratory specimen yielding measurable concentrations of hydrogen sulfide (H_2S), carbonyl sulfide, dimethyl sulfide, carbon disulfide and total reduced sulfurs as H_2S. Please note that this was the deepest of the shallow wells and no odors were sensed at the surface in the vicinity of Monitoring Well S-4. Based on the gasses detected in the RSM it is possible that there may now be a crack in the clay cap near this location that is being sealed by the RSM.

   c. Both of the deep gas monitoring wells, which penetrated the clay cap, yielded field specimens with detectable concentrations of hydrogen sulfide (H_2S) and elevated concentrations combustible gases. This being the case, it is possible that some odorous gases could reach the landfill surface in areas where the clay cap may have been breached or if it becomes breached in the future.

The Report of the results of the research, field observations, geotechnical exploration and testing that were conducted are provided in the enclosed Report from Dunkelberger Engineering & Testing, Inc.

If you have any questions, please contact me at 683-3113, extension 216.

Sincerely,

MOCK, ROOS & ASSOCIATES, INC.

Thomas A. Biggs, P.E.
Executive Vice President

NJC:jeh
Enclosure
Copies: Michael Bornstein

DUNKELBERGER
engineering & testing, inc.
A Terracon COMPANY

January 16, 2014

Mock, Roos & Associates, Inc.
5720 Corporate Way
West Palm Beach, Florida 33407

Attn: Mr. Thomas J. Biggs, P.E.
P: 561.683.3113
F: 561.478.7248
thomas.biggs@mockroos.com

Re: **Odor Investigation/ Gas Survey**
Lake Worth Closed Landfill
Lake Worth, Florida
Mock Roos Reference No. PA#B0065.50
Dunkelberger Project No. HD137553

Dear Mr. Biggs:

Dunkelberger Engineering & Testing (Dunkelberger), A Terracon Company is pleased to submit the results of the odor investigation and gas survey performed for the above referenced site. The investigation was completed in accordance with our proposal no. PHD130097, dated October 15, 2013.

Please contact Mr. Andrew Petric, P.G. at 561.494.7016 or apetric@terracon.com if you have questions regarding the information provided in this data report.

Sincerely,
Dunkelberger Engineering & Testing
A Terracon Company

Andrew Petric, P.G.
Project Manager

Thomas J. Tepper, P.E.
Senior Engineer

cc: Mr. Neil J. Condy, P.E., Senior Project Engineer – Mock, Roos & Associates, Inc.

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Appendix B: Field Notes
Appendix C: Laboratory Analytical Results

ODOR INVESTIGATION/ GAS SURVEY
LAKE WORTH CLOSED LANDFILL
LAKE WORTH, FLORIDA

Mock Roos Reference No. PA#B0065.50
Dunkelberger Project No. HD137553
January 16, 2014

1.0 BACKGROUND

The Lake Worth Landfill was successfully closed in the late 1980s. The City has maintained and monitored the closed landfill in accordance with the issued closure permit for over 20 years and recently was granted relief from continued sampling and reporting requirements. Due to some recent odor complaints from nearby residents, the City has requested Mock, Roos and Associates, Inc. to assist with an investigation to identify potential sources of the odors. To accomplish this task, it was necessary to collect gas/air samples from the landfill and analyze them for odor causing compounds. The sampling included gas/air sample collection from the landfill surface area and penetrating features of the landfill such as methane venting stacks (MVSs) and stormwater culverts. Testing of the samples included both field screening and laboratory analysis for odor causing compounds such as mercaptans and sulfide group compounds. The scope of services presented hereafter was largely developed by Mock, Roos and Associates, Inc.

In mid-2010, Dunkelberger performed a geotechnical evaluation of the landfill to determine the thickness of a recovered screen material (RSM) and sand placed on the surface of the landfill and characterize the engineering and chemical composition of these materials. The evaluation found that the RSM had a thickness between 0.8 and 3.6 feet. The RSM is composed of slightly silty to silty sand intermixed with gravel to cobble-sized pieces of concrete, brick and clay tile fragments. Underlying the RSM is relatively clean to slightly silty sands (cover) that extends to depths between 2 and 5.5 feet below the ground surface. At several locations where borings were drilled in 2010, the RSM was not present. Instead, a clean to slightly silty sand was found at the ground surface. Between depths of 2 to 5.5 feet the top of the clay cap was found.

2.0 SAMPLING

2.1 Gas Well Installation

On December 9, 2013, eight gas wells were installed throughout the landfill. Specifically, six wells were installed within the upper portion of the landfill profile (screened above the clay cap) and two within a deeper portion of the landfill (screened below the clay cap). The locations of the gas wells are shown in Sheet 1A.

The shallow wells, designated S-1 to S-6, were set so that the screen sections spanned the RSM and sand cover which mantles the clay cap. These wells did not penetrate the clay cap. The shallow gas wells were installed using a 3-inch diameter hand auger. Given the variation of the RSM thickness and depth to the clay cap, the well screen lengths varied from 0.5 foot to 2.5

feet. The wells consisted of a pre-cleaned, factory packaged 1-inch diameter 0.01 inch slotted PVC well screen flush joint coupled to a 1-inch diameter blank riser pipe of identical composition. The riser pipe spanned the upper 0.5 to 1 foot of the assembly and extended several feet above land grade so that the tops of the wells were visible. A filter pack of 20/30 silica sand was placed around and to just above the well screen. The filter pack was topped with bentonite that extended to the land surface to seal and prevent gas loss from the annulus of the borehole. Each gas wellhead was fitted with an air-tight valve with a sampling port to allow for sampling. Basic construction details of the six shallow gas wells are as shown below.

Well	Screen Length (feet)	Total Depth (feet below land grade)
S-1	1.3	3.5
S-2	1.0	1.5
S-3	1.5	2.0
S-4	2.5	4.0
S-5	1.5	2.0
S-6	0.5	1.0

The deep gas wells, designated D-1 and D-2, were set so that the top of the 5-foot long well screens was below the clay cap. Prior to installation of the deep wells, a soil boring was advanced to determine the depth to and thickness of the clay cap and depth to the underlying landfill materials. Both deep wells were extended to a total depth of nine feet. The wells were installed using a direct push drill rig equipped with 3-inch diameter hollow rods which were advanced to the bottom depth of the well. A one-inch diameter by 5-foot long, 0.01 inch slotted PVC well screen flush joint coupled to a 1-inch diameter blank riser pipe was then placed within the hollow rod. As the rod was retracted from the ground a filter pack of 20/30 silica sand was placed around and to about 0.5 foot above the top of the well screen. The filter pack was topped with bentonite that extended to the land surface to seal the well annulus. The gas well was fitted with an air-tight valve with a sampling port to allow for gas sampling. Basic construction details of the two deep gas wells are as presented below.

Well	Screen Length (feet)	Total Depth (feet below land grade)
D-1	5.0	9.0
D-2	5.0	9.0

2.2 Gas Well Sampling

On December 11 and 12, 2013, a representative of Dunkelberger collected gas samples from the eight wells. Vinyl tubing was connected to the well valves, the valves opened and samples obtained using a QRAE Multi-Gas Detector to field measure levels of oxygen, carbon monoxide, hydrogen sulfide (H_2S) and combustible gas including methane (as a percentage of the Lower Explosive Limit, LEL). Prior to and after sampling, the gas detector was calibrated in the field to ensure that the measurements were accurate. Field notes for the sampling activities are included in Appendix A.

Gas samples were also collected from the shallow wells (S-1 through S-6) and the samples transferred into laboratory supplied 1-liter tedlar bags using a Model 224-PCXR8 Aircheck Sample pump. The sample bags were shipped via express services to Atmospheric Analysis & Consulting, Inc. (AAC) in Ventura, California for analysis. Laboratory samples were not collected from the deep gas wells (D-1 and D-2) since field screening determined that explosive levels of combustible gases were present which made shipping of the samples to the laboratory impractical. Results of the field screening and laboratory analysis are provided in Sections 3.0 and 4.0.

2.3 Methane Venting Stack Sampling

On December 10 and 11, 2013, a representative of Dunkelberger collected gas samples from six methane venting stacks (MVSs) located throughout the site. The MVSs consisted of 4-foot diameter corrugated metal pipes protruding about four feet above the landfill surface. The MVSs were gravel filled and connected to a network of gravel gas conveyance trenches which exist just below the clay liner and above the garbage/trash layer. The gas conveyance trenches are typically two feet deep and two feet wide. The locations of the MVSs which were sampled and the layout of the gas conveyance trenches are shown on Sheet 1B. Prior to selecting MVSs for sampling, each MVS was inspected to ensure that it was secure in the ground and not damaged. The day prior to sampling, the tops of the six MVSs were sealed with visqueen and duct tape to trap and allow accumulation of gases. At the time of sampling, the visqueen cover was penetrated with vinyl tubing and field sampling performed using the QRAE Multi-Gas Detector. Gas samples were also collected from the MVSs and transferred into tedlar bags for laboratory analysis.

2.4 Culvert Sampling

On December 10, 2013, a representative of Dunkelberger collected five gas samples from three stormwater culvert systems within the landfill. Sheet 1A shows the locations of the culvert sampling locations. The purpose of sampling the culverts/ stormdrains was to evaluate if any gas/odors may be seeping from the landfill through the joints of the culvert piping and storm boxes. The samples were obtained from the two culverts at the toe of the landfill and two storm drains at the landfill surface in the northwest portion of the facility (Drop Culvert-1 and Drop

Culvert-2). A third culvert (Drop Culvert-3) near the east end of the site was also used for sampling, but no storm drain was found in connection with it. Prior to gas sample collection, the culvert pipes and storm drains were sealed with visqueen and duct tape on December 9, 2013 to trap and allow for accumulation of gases. At the time of sampling, the visqueen layer was penetrated with vinyl tubing and field measurements and sampling completed. Photographs of the of the gas wells, MVSs and culverts that were sampled are provided in Appendix B.

2.5 Reconnaissance

Before initiating any gas sampling activities, a representative of Dunkelberger reconnoitered the site and used his olfactory senses in an attempt to isolate any source areas which may be emitting odors. No odors were identified in the areas of the MVSs, culverts or upon the landfill surface during our time at the site between December 9 and 12, 2013.

3.0 RESULTS OF FIELD MEASUREMENTS

Fields gas screening was performed at all 19 sampling locations using the QRAE Multi-Gas Detector to measure levels of oxygen as a percentage in the air, carbon monoxide in parts per million (ppm), H_2S in ppm and combustible gas including methane as a percentage of the lower explosive limit (LEL). Results of the field measurements are provided in Table 1.

As shown in Table 1, no detections of H_2S were found in any of the samples obtained from the culverts, MVSs or shallow gas wells. However, hydrogen sulfide was detected in the gas samples collected from deep (landfill) wells D-1 (2 ppm) and D-2 (35 ppm). No detections of combustible gas were found in any of the samples obtained from the culverts, MVSs or shallow gas wells except for shallow gas well S-4 at 50% LEL. Elevated combustible gas levels were found in the gas samples from deep wells D-1 and D-2, which is to be expected. The levels of combustible gas in samples D-1 and D-2 exceeded the gas detectors upper measurement limit of 100% LEL. Levels of oxygen and carbon monoxide, although found, are not significant from the standpoint of evaluating nuisance odors since they are odorless gases.

4.0 LABORATORY GAS ANALYSIS

Air/Gas samples collected from the shallow wells (S-1 through S-6), MVSs and culverts were analyzed by AAC for a regimen of mercaptans and sulfide group compounds using the ASTM D5504 reporting list which includes:

- Hydrogen Sulfide
- Methyl Mercaptan
- Carbon Sulfide
- Tert-Butyl Mercaptan
- Carbonyl Sulfide
- Dimethyl Sulfide
- Isopropyl Mercaptan
- n-Propyl Mercaptan

- Methylethylsulfide
- Thiophene
- Diethyl Sulfide
- Dimethyl Sulfide
- 3-Methylphiophene
- Bromothiophene
- Diethyl disulfide
- Total Reduced Sulfurs as H_2S
- sec-Butyl Mercaptan
- iso-Butyl Mrcaptan
- n-Butyl Mercaptan
- 2-Methylphiophene
- Tetrahydrothiophene
- Thiophenol
- Total Unidentified Sulfur

The laboratory analysis results and associated chain-of-custody records are provided in Appendix C.

Review of the analysis results shows no detections of mercaptans or sulfide group compounds above laboratory method detection limits (MDLs) in any of the samples from the MVSs, culverts or shallow gas wells except for well S-4. The sample obtained from S-4 had measurable levels of H_2S (7.46 parts per million by volume, ppmV), carbonyl sulfide (0.311 ppmV), dimethyl sulfide (0.033 ppmV), carbon disulfide (0.540 ppmV) and total reduced sulfurs as H_2S (8.04 ppmV). Hydrogen sulfide has an odor threshold to humans at a concentration of about one ppm in air. No odors were noted at the location of well S-4.

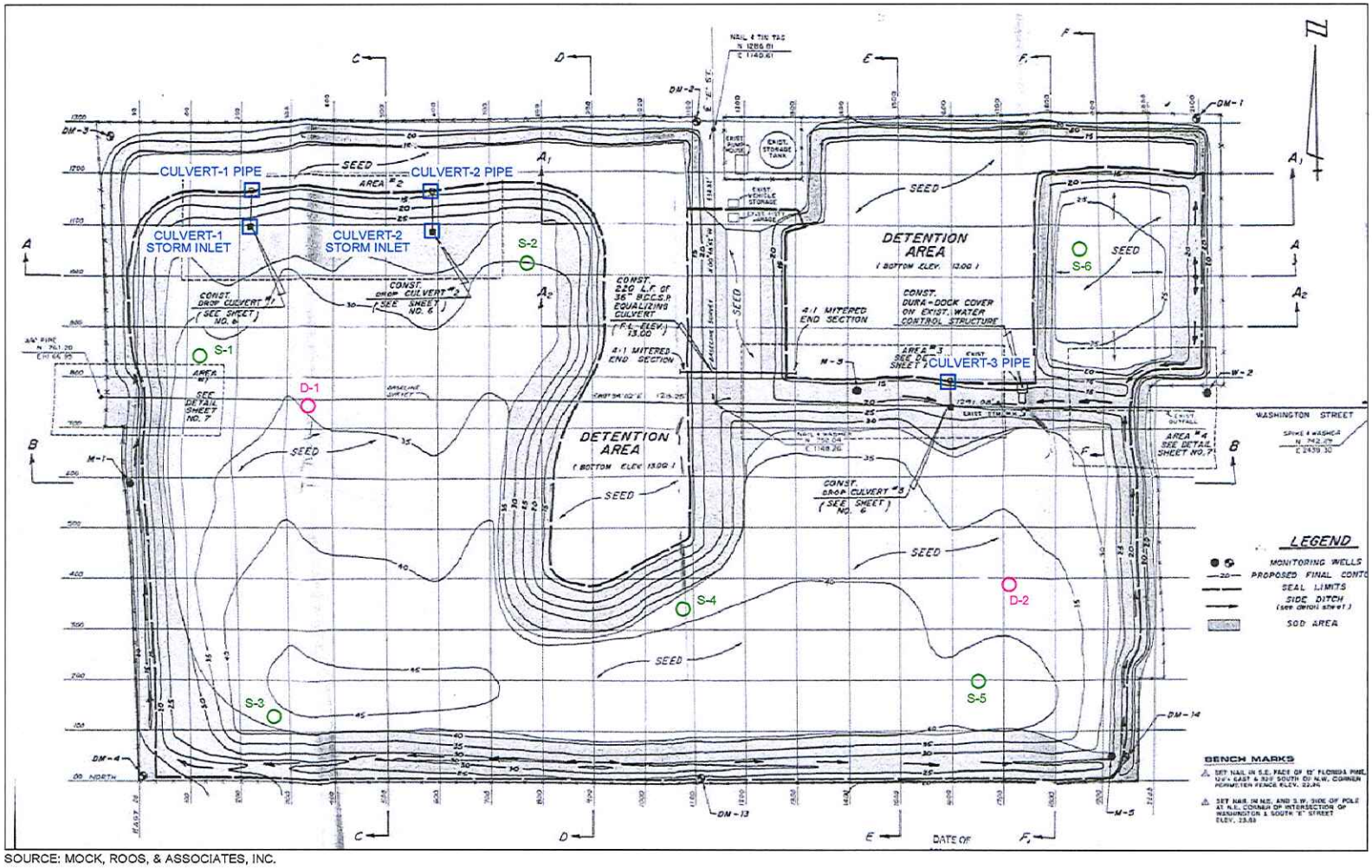
5.0 CONCLUSIONS

Dunkelberger has completed an investigation of potential sources of odor causing gases at the Lake Worth Closed Landfill consisting of screening, sampling and laboratory analysis of air/gas samples collected from gas wells installed at the site, existing methane venting stacks (MVSs) and/or culverts which penetrate the landfill. The investigation found no evidence of odorous gases in the MVSs and culverts which were sampled. Likewise, five of six shallow gas wells (i.e. screened above the landfill clay cap) did not have any detectable levels of odorous gases. However, shallow gas well S-4 did yield a gas specimen with elevated concentrations of H_2S (7.46 ppmV) and total reduced sulfurs as H_2S (8.04 ppmV). Hydrogen sulfide has a very low odor threshold to humans with its "rotten egg" smell being easily perceptible at concentrations of approximately one ppm in air. This being the case, it is possible that some landfill gases containing H_2S could reach the landfill surface in areas where the clay cap may have been breached. It should be noted that gas samples from deep gas wells D-1 and D-2, screened within the landfill material, had field concentrations of H_2S of 2 ppm (D-1) and 35 ppm (D-2), which is to be expected.

TABLE 1
Summary of Field Gas Screening Results
Lake Worth Closed Landfill
Lake Worth, Florida
Mock Roos Reference No. PA#B0065.50
Dunkelberger Project No. HD137553

Sample Location	Measurement Date	Field Parameter			
		Oxygen (O_2)	Carbon Monoxide (CO)	Hydrogen Sulfide (H_2S)	Combustible Gases
Units		%	ppm	ppm	% LEL
Gas Well S-1	12/11/2013	19.6	1	0	0
Gas Well S-2	12/11/2013	19.2	0	0	0
Gas Well S-3	12/12/2013	9.4	1	0	0
Gas Well S-4	12/12/2013	9.3	15	0	50
Gas Well S-5	12/12/2013	9.8	1	0	0
Gas Well S-6	12/12/2013	20.9	0	0	0
Gas Well D-1	12/12/2013	1.5	3	2	*100+
Gas Well D-2	12/12/2013	2.3	4	35	*100+
MVS-1	12/10/2013	20.9	2	0	0
MVS-2	12/11/2013	20.9	0	0	0
MVS-3	12/10/2013	21.0	1	0	0
MVS-4	12/11/2013	21.1	1	0	0
MVS-5	12/11/2013	21.3	1	0	0
MVS-6	12/11/2013	20.9	1	0	0
Culvert-1 Pipe	12/10/2013	21.3	1	0	0
Culvert-1 Storm Inlet	12/10/2013	20.3	1	0	0
Culvert-2 Pipe	12/10/2013	21.2	0	0	0
Culvert-2 Storm Inlet	12/10/2013	21.1	1	0	0
Culvert-3 Pipe	12/10/2013	21.3	1	0	0

Notes:
% LEL = Percentage of the Lower Explosive Limit
ppm = parts per million
ppm = parts per million
* indicates that maximum LEL was reached



SOURCE: MOCK, ROOS, & ASSOCIATES, INC.

LEGEND

- CULVERT SAMPLING LOCATION
- RSM (SHALLOW) GAS WELL LOCATION
- LANDFILL (DEEP) GAS WELL LOCATION

Locations are approximate.

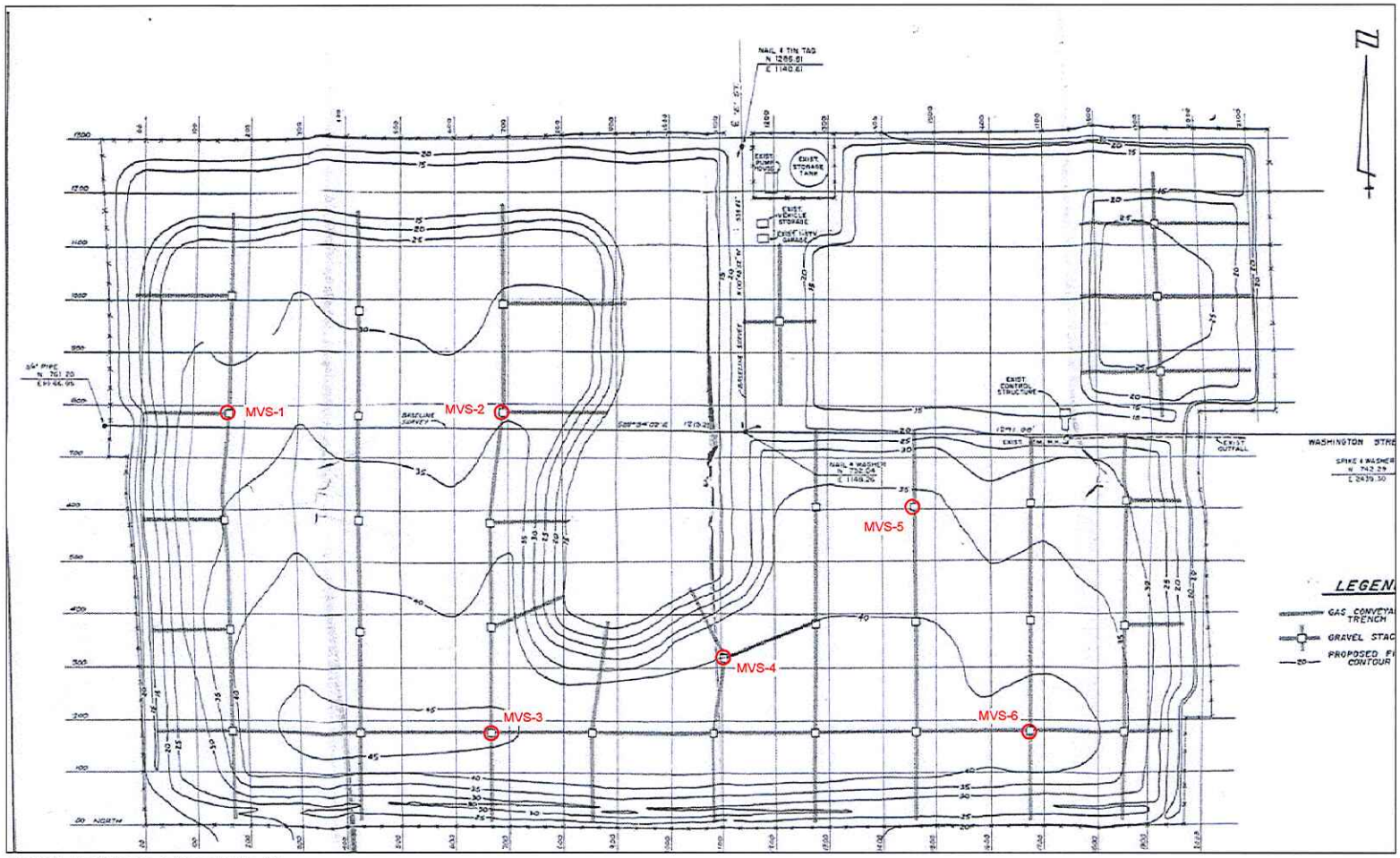
0' 100' 200' 400'

DRAWN	JJ
CHECKED	AP
APPROVED	TT
SCALE	SEE SCALE BAR
REVISED	

SAMPLING LOCATION MAP
ODOR INVESTIGATION/ GAS SURVEY
LAKE WORTH CLOSED LANDFILL
LAKE WORTH, FLORIDA
MOCK ROOS REFERENCE NO. PA#B0065.50

DUNKELBERGER engineering & testing, inc.
A Terracon COMPANY

DATE	PROJ. NO.	SHEET
1-10-14	HD137553	1A



SOURCE: MOCK, ROOS, & ASSOCIATES, INC.

LEGEND

○ - METHANE VENTING STACK (MVS) SAMPLING LOCATION

Locations are approximate.

0' 100' 200' 400'

DRAWN	JJ
CHECKED	AP
APPROVED	TT
SCALE	SEE SCALE BAR
REVISED	

SAMPLING LOCATION MAP
ODOR INVESTIGATION/ GAS SURVEY
LAKE WORTH CLOSED LANDFILL
LAKE WORTH, FLORIDA
MOCK ROOS REFERENCE NO. PA#B0065.50

DUNKELBERGER
engineering & testing, inc.
A Terracon COMPANY

DATE	1-10-14	PROJ. NO.	HD137553	SHEET	1B

APPENDIX A

Photographs

Photo 1 View of gas well.

Photo 2 View of methane venting stack sealed with visqueen and duct tape.

Photo 3 View of a culvert pipe sealed with visqueen and duct tape.

Photo 4 View of stormdrain grate sealed with visqueen.

Photo 5 View of field measurements with the QRAE Multi-Gas Detector and air sample collection into a tedlar bag using a Model 224-PCXR8 Aircheck sample pump.

Photo 6 Another view of field measurement and air sampling equipment.

APPENDIX B

Field Notes

Location: Lakewood, FL Date: 12/9/13

Project / Client: Lake Worth Landfill

ND 137553

Borehole	Location	Depth	Description
S1	26° 35' 48.1"	0-1	RSM
	80° 03' 52.7"	1-1.7"	Lt Br F/S
		1.7"-1.10"	Clay
1-2.5 Screen		1.10"-3'	Lt Br F/S
1.3' Screen	0.010 Slot	TD = 2.33'	
6/20 Silica = 2'	6" Bentonite Chips		
D-1	26° 35' 46.0"	0-2'	RSM
	80° 03' 51.6"	2-2.4	Br F/SS
		2.4-2.9	Clay
		2.9-4.4	Br & Gr F/S
		4.4-7'	Dk Gr F/S
		7-10	Gravel
Screen 4-9 (5')		6/20 Silica	2" Grout
1'6" Bentonite			
S-2	26° 35' 49.8"	0-.5	RSM
	80° 03' 47.9"	.5-1.5	Lt Br F/S
		1.5	Clay
1' Screen	4" Bentonite	2 Grout	
S-3	26° 35' 42.1"	0-0.5'	~~Lt Br~~ RSM
	80° 03' 52.4"	0.5-2'	Lt Br F/S
1.5 Screen	5" Bentonite	1" Grout	

Location: Lake Worth, FL Date: 12/9/13

Project / Client: Lake Worth Landfill

ND 137553

S-4	26° 35' 42.4"	0-.3'	RSM
	80° 03' 44.2	3-4	Lt Br F/S
2.5' Screen		4 -	Clay
1.5' Resin	Screen 4 to 1.5'		
4 to 1' 6/20	0.5	4" Bentonite	2" Grout
S-5	26° 35' 44.2"	0-1.0	RSM
	80° 03' 38.1"	1.0-2.0	Lt Br F/SS
1.5' Screen	0.5 6/20	4" Bentonite	2
2-0.5 Screen Interval			Grout
D-2	26° 35' 43.0"	0-2	RSM
	80° 03' 32.6"	2-3	Lt Br F/S
		3-3.5	Clay
		3.5-7	Dk Gr F/S
		7-10	Gravel
Screen 4-9	1' Bentonite		
6/20 9-B2	2" Grout		
S-6	26° 35' 49.7"	0-1"	RSM
	80° 03' 34.2"	1-	Clay
0.5-1 Screen			
0.5 6/20	4" Bentonite	2" ~~Grout~~	

Location Lake worth, FL Date 12/9/13

Project / Client Closed LW Landfill

8:00 + Sunny 15-20 SE Wind

9:00 APRM on-site meet with Geoprobe Direct rig crew.

8:50 - go over Scope + Safety issues.

9:00 Begin work
- Am to take over
AP prep. methane stands
+ calibrate w/ Wiggen.

11:50 AP off-site

Location Lake worth, FL Date 12/10/13

Project / Client Closed LW Landfill

13:20 : AP-on site, Sunny 81°F

Equipment to be used in field

- Airdeck Sampler model 224-PCXR8
Serial no. 822142
Pine No. 13346

- Q RAE multiple gas Detector
Pine No. 400628

1340 : Calibrate QRAE meter with Pine Precision Gas mixture w/ tedlar bag

	Lot # CAM-112-14	13:01 PM Reading
	Expires: May 23 14	
	Accuracy +/- 2%	Ambient
CO :	50 PPM	0 PPM
CH_4 (LEL) :	2.5% vol (50% LEL)	0 % LEL
H_2S :	25 PPM	0 PPM
O_2 :	20.9%	20.9%
N_2 :	Balance	—

→

Location Lake Worth, FL Date 12/10/13

Project / Client Lake Worth Closed LandFill

14:15 Sample culvert-1 Inlet

Field parameters:

CO: 1 PPM

LEL: 0 % LEL

H_2S: 0 PPM

O_2: 20.3 %

Fill 1 liter capacity tedlar sample bag (Sample rate: ~ 500 mL/m)

14:30 Sample Culvert-1 Pipe at toe

Field parameters:

CO: 1 PPM

LEL: 0 % LEL

H_2S: 0 PPM

O_2: 21.3 %

Fill 1 liter capacity tedlar bag (Sample flow rate: ~ 500 mL/m

14:45 Sample Culvert-2 Inlet

Field parameter data:

CO: 1 PPM

LEL: 0 % LEL

H_2S: 0 PPM

Location Lake Worth, FL Date 12/10/13

Project / Client Lake Worth Closed LandFill

O_2: 21.1 %

Fill 1 liter tedlar sample bag (Sample flow rate: 500 mL/m)

15:00 Sample culvert-2 Pipe

Field parameters:

CO: 0 PPM

LEL: 0 % LEL

H_2S 0 PPM

O_2: 21.2 %

Fill 1 liter capacity tedlar bag (Fill flow rate = ~ 500 mL/m)

15:15 Sample culvert-3 Pipe

Field parameters:

CO: 1 PPM

LEL: 0 % LEL

H_2S: 0 PPM

O_2: 21.3 %

Fill 1 liter capacity tedlar sample bag (flow rate: 500 mL/m)

→

Location: Lake Worth, FL Date: 12/10/13
Project / Client: Lake Worth Closed Landfill

15:30 Sample methane Vent Stack-1 (MVS-1)
Feild Parameters:
CO: 2 ppm
LEL: 0 %LEL
H_2S: 0 PPM
O_2: 20.9 %
Fill 1L tedlar sample bag
(flow rate ~ 500 ml/hr)

15:45 Sample methane Vent Stack-3 (MVS-3)
Feild Parameters:
CO: 1 ppm
LEL: 0 %LEL
H_2S: 0 PPM
O_2 21.0 %
Fill 1L tedlar sample bag
(flow rate ~ 500 ml/hr)
calibration
16:00 Post-sampling ~~calibration~~ measurement
CO: 59 ppm H_2S: 25 PPM
LEL: 49 %LEL O_2: 21.2 %

16:20 At office-site - Samples to feed-Ex

Location: Lake Worth, FL Date: 12/11/13
Project / Client: Lake Worth Closed Landfill

14:05 - AP on-site, 83° F Sunny

Field Equipment:
- AirCheck Sampler model 224-PCXR8
Serial No. 827149
Pine No. 13341

- QRAE II Meter Multi-gas Detector
Pine No. A00628

14:15 - calibrate QRAE II meter with Pine Precision Gas mixture w/ tedlar bag, lot No. CAN-002-14 expires: May 23, 14, Accuracy +/- 2%
CO: 50 PPM
CH_4 (LEL): 2.5 % vol (50 %LEL)
H_2S: 25 PPM
O_2: 20.9 %
N_2: Balance

14:30 Ambient Air readings:
CO: 0 PPM H_2S 0 PPM
LEL: 0 %LEL O_2 20.9 %

Location Lake Worth, FL Date 12/11/13
Project / Client Lake Worth Closed Landfill

1445: Sample methane venting Stack-2 (MVS-2).
Field Parameters:
CO: 0 ppm
LEL 0 % LEL
H_2S: 0 PPM
O_2: 20.9 %
- fill 1-L tedlar lab bag
(flow rate, approx. 500 ml/m)

1500: Sample methane venting Stack-4 (MVS-4)
Field Parameters:
CO: 1 ppm
LEL: 0 % LEL
H_2S: 0 PPM
O_2: 21.1 %
- fill 1L tedlar lab bag
(flow rate, ~ 500 ml/m)

1515 Sample methane venting Stack-5 (MVS-5)

Location Lake Worth, FL Date 12/11/13
Project / Client Lake Worth Closed Landfill

Field Parameters:
CO: 1 ppm
LEL 0 % LEL
H_2S: 0 PPM
O_2: 21.3 %
- fill 1L tedlar lab bag
(flow rate = ~ 500 ml/m)

1530: Sample methane vent Stack-6 (MVS-6)
Field parameters:
CO: 1 ppm
LEL: 0 % LEL
H_2S: 0 PPM
O_2: 20.9 %
- fill 1L tedlar lab bag
(flow rate = ~ 500 ml/m)

1545: Sample (gas well) S-1
Field Parameters:
CO: 1 ppm
LEL: 0 % LEL
H_2S 0 PPM
O_2 19.6 %
- fill 1L tedlar bag @ 500 ml/m

Location: Lake Worth Landfill Date: 12/11/13
Project / Client: Lake Worth Closed Landfill

16:00 Sample gas well S-2
Field Parameters:
CO: 0 ppm
LEL: 0 % LEL
H_2S: 0 PPM
O_2: 19.2 %
- Fill 1L tedlar bag at flow rate of approx. 500mL/m

16:10 - Post-Sampling calibration check:
using Pine Precision gas mixture
CO: 54 ppm
LEL: 49 % LEL
H_2S: 25 PPM
O_2: 20.9 %

16:20 - AP leave site - head to Fed-Ex to deliver samples to lab

Location: Lake Worth, FL Date: 12/12/13
Project / Client: Closed Lake Landfill

16:40 - AP on-site, mostly cloudy 82°F

16:45: Field calibrate QRAE II multigas meter using Pine Precision gas mix, Sample mix
- Equipment as 12/10 + 12/11

16:00 Ambient Air check

CO: 0 ppm 0 H_2S: PPM
LEL: 0 % LEL 20.9 O_2: %

15:05 Sample Gas well S-3
Field Parameters:
CO: 1 ppm
LEL: 0 % LEL
H_2S: 0 PPM
O_2: 9.4 %
- Fill 1L Tedlar Sample bag at rate of 500mL/m

Location Lake Worth, FL Date 12/12/13

Project / Client Lake Closed Landfill

15:30 : Sample Gas Well S-4
Field Parameter readings:
CO 15 ppm
LEL 50 %LEL
H_2S 0 ppm
O_2 9.3 %
Fill 1L Tedlar Bag @ 500/min

1545 Sample Gas Well S-5
Field Parameters:
CO: 11 ppm
LEL: 0 %LEL
H_2S: 0 ppm
O_2: 9.8 %
Fill 1L Tedlar Bag @ 500 min

16:00 Sample Gas Well S-6
Field Parameters:
CO: 0 ppm
LEL: 0 %LEL
H_2S: 0 ppm
O_2: 20.9 %
Fill 1L Tedlar Bag @ 500/min

Location Lake Worth, FL Date 12/12/13

Project / Client Lake Worth Closed Landfill

16:10 : measure Field parameters
in Gas Well D-2
CO: 4 ppm
LEL: +100 %LEL (pegged / maxed out)
H_2S: 35 ppm
O_2: 2.3 %

16:20 : Measure Field parameters
in gas well D-1
CO: 3 ppm
LEL: +100 %LEL (pegged out)
H_2S: 2 ppm
O_2: 1.5 %

16:30 - Post - Sampling calibration
Check using Pine Precision gas:
CO: 50 ppm
LEL: 62 % LEL
H_2S 25 ppm
O_2: 20.9 %

16:35 - 1700 - Pull gas wells All in gas
bentonite pellets to seal, AP to Lab.

APPENDIX C

Laboratory Analytical Results

Pace Analytical Services, Inc.
3610 Park Central Blvd N
Pompano Beach, FL 33064
954-582-4300

January 13, 2014

Mr. Andrew Petric, P.G.
Terracon (West Palm Beach)
1225 Omar Road
West Palm Beach, FL 33405

RE: Project: HD137553
Pace Project No.: 35122339

Dear Mr. Petric, P.G.:
Enclosed are the analytical results for sample(s) received by the laboratory on December 11, 2013. The results relate only to the samples included in this report. Results reported herein conform to the most current TNI standards and the laboratory's Quality Assurance Manual, where applicable, unless otherwise noted in the body of the report.

Some analyses have been subcontracted outside of the Pace Network. The subcontracted laboratory report has been attached.

If you have any questions concerning this report, please feel free to contact me.

Sincerely,

Tom Savarese

tom.savarese@pacelabs.com
Project Manager

Enclosures

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Pace Analytical Services, Inc.
3610 Park Central Blvd N
Pompano Beach, FL 33064
954-582-4300

SAMPLE SUMMARY

Project: HD137553
Pace Project No.: 35122339

Lab ID	Sample ID	Matrix	Date Collected	Date Received
35122339001	**Culvert-1 Inlet**	Air	12/10/13 14:15	12/11/13 09:45
35122339002	**Culvert-1 Pipe**	Air	12/10/13 14:30	12/11/13 09:45
35122339003	**Culvert-2 Inlet**	Air	12/10/13 14:45	12/11/13 09:45
35122339004	**Culvert-2 Pipe**	Air	12/10/13 15:00	12/11/13 09:45
35122339005	**Culvert-3 Pipe**	Air	12/10/13 15:15	12/11/13 09:45
35122339006	**MVS-1**	Air	12/10/13 15:30	12/11/13 09:45
35122339007	**MVS-3**	Air	12/10/13 15:45	12/11/13 09:45

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Atmospheric Analysis & Consulting, Inc.

CLIENT : Pace Analytical
PROJECT NAME : Lake Worth Landfill Air Test
PROJECT NO. : HD137553
AAC PROJECT NO. : 131669
REPORT DATE : 12/11/2013

On December 11, 2013, Atmospheric Analysis & Consulting, Inc. received seven (7) Tedlar bags for Sulfur analysis by ASTM D-5504. Upon receipt each sample was assigned a unique Laboratory ID number as follows:

Client ID	Lab No.
Culvert – 1 Inlet	131669-68048
Culvert – 1 Pipe	131669-68049
Culvert – 2 Inlet	131669-68050
Culvert – 2 Pipe	131669-68051
Culvert – 3 Pipe	131669-68052
MVS – 1	131669-68053
MVS – 2	131669-68054

ASTM D-5504 Analysis – Up to a 1 mL aliquot of sample is injected into the GC/SCD for analysis following ASTM D-5504 as specified in the SOW.

No problems were encountered during receiving, preparation and/or analysis of these samples. The test results included in this report meet all requirements of the NELAC Standards and/or AAC SOP# AACI-ASTM D-5504.

I certify that this data is technically accurate, complete and in compliance with the terms and conditions of the contract. Release of the data contained in this hardcopy data package has been authorized by the Laboratory Director or his designee, as verified by the following signature.

If you have any questions or require an explanation of your data results, please contact the undersigned.

Marcus Hueppe
Laboratory Director

This report consists of 5 pages.

ACCREDITED IN ACCORDANCE WITH nelac Certificate #E87837

1534 Eastman Ave., Ste. A • Ventura, • CA 93003 www.aaclab.com • (805) 650-1642 • FAX (805) 650-1644

Atmospheric Analysis & Consulting, Inc.

LABORATORY ANALYSIS REPORT

CLIENT : Pace Analytical
PROJECT NO. : 131669
MATRIX : AIR
UNITS : ppmV

SAMPLING DATE : 12/10/2013
RECEIVING DATE : 12/11/2013
ANALYSIS DATE : 12/11/2013
REPORT DATE : 12/11/2013

Total Reduced Sulfur Compounds Analysis by ASTM D-5504

Client ID	Culvert - 1 Inlet	Culvert - 1 Pipe	Culvert - 2 Inlet	Culvert - 2 Pipe
AAC ID	131669-68048	131669-68049	131669-68050	131669-68051
Analyte	Result	Result	Result	Result
Hydrogen Sulfide	< 0.020	< 0.020	< 0.020	< 0.020
Carbonyl Sulfide	< 0.020	< 0.020	< 0.020	< 0.020
Sulfur Dioxide	< 0.020	< 0.020	< 0.020	< 0.020
Methyl Mercaptan	< 0.020	< 0.020	< 0.020	< 0.020
Ethyl Mercaptan	< 0.020	< 0.020	< 0.020	< 0.020
Dimethyl Sulfide	< 0.020	< 0.020	< 0.020	< 0.020
Carbon Disulfide	< 0.020	< 0.020	< 0.020	< 0.020
Isopropyl Mercaptan	< 0.020	< 0.020	< 0.020	< 0.020
tert-Butyl Mercaptan	< 0.020	< 0.020	< 0.020	< 0.020
n-Propyl Mercaptan	< 0.020	< 0.020	< 0.020	< 0.020
Methylethylsulfide	< 0.020	< 0.020	< 0.020	< 0.020
sec-Butyl Mercaptan	< 0.020	< 0.020	< 0.020	< 0.020
Thiophene	< 0.020	< 0.020	< 0.020	< 0.020
iso-Butyl Mercaptan	< 0.020	< 0.020	< 0.020	< 0.020
Diethyl Sulfide	< 0.020	< 0.020	< 0.020	< 0.020
n-Butyl Mercaptan	< 0.020	< 0.020	< 0.020	< 0.020
Dimethyl Disulfide	< 0.020	< 0.020	< 0.020	< 0.020
2-Methylthiophene	< 0.020	< 0.020	< 0.020	< 0.020
3-Methylthiophene	< 0.020	< 0.020	< 0.020	< 0.020
Tetrahydrothiophene	< 0.020	< 0.020	< 0.020	< 0.020
Bromothiophene	< 0.020	< 0.020	< 0.020	< 0.020
Thiophenol	< 0.020	< 0.020	< 0.020	< 0.020
Diethyl disulfide	< 0.020	< 0.020	< 0.020	< 0.020
Total Unidentified Sulfur	< 0.020	< 0.020	< 0.020	< 0.020
Total Reduced Sulfurs as H_2S	< 0.020	< 0.020	< 0.020	< 0.020

All compound's concentrations expressed in terms of H_2S (TRS does not include COS and SO_2)
Sample Reporting Limit (SRL) is equal to Reporting Limit x Canister Dil. Fac. x Analysis Dil. Fac.

Marcus Hueppe
Laboratory Director

1534 Eastman Ave., Ste. A • Ventura, • CA 93003 www.aaclab.com • (805) 650-1642 • FAX (805) 650-1644

Atmospheric Analysis & Consulting, Inc.

LABORATORY ANALYSIS REPORT

CLIENT	: Pace Analytical	SAMPLING DATE	: 12/10/2013
PROJECT NO.	: 131669	RECEIVING DATE	: 12/11/2013
MATRIX	: AIR	ANALYSIS DATE	: 12/11/2013
UNITS	: ppmV	REPORT DATE	: 12/11/2013

Total Reduced Sulfur Compounds Analysis by ASTM D-5504

Client ID	Culvert - 3 Pipe	MVS - 1	MVS - 2
AAC ID	131669-68052	131669-68053	131669-68054
Analyte	Result	Result	Result
Hydrogen Sulfide	< 0.020	< 0.020	< 0.020
Carbonyl Sulfide	< 0.020	< 0.020	< 0.020
Sulfur Dioxide	< 0.020	< 0.020	< 0.020
Methyl Mercaptan	< 0.020	< 0.020	< 0.020
Ethyl Mercaptan	< 0.020	< 0.020	< 0.020
Dimethyl Sulfide	< 0.020	< 0.020	< 0.020
Carbon Disulfide	< 0.020	< 0.020	< 0.020
Isopropyl Mercaptan	< 0.020	< 0.020	< 0.020
tert-Butyl Mercaptan	< 0.020	< 0.020	< 0.020
n-Propyl Mercaptan	< 0.020	< 0.020	< 0.020
Methylethylsulfide	< 0.020	< 0.020	< 0.020
sec-Butyl Mercaptan	< 0.020	< 0.020	< 0.020
Thiophene	< 0.020	< 0.020	< 0.020
iso-Butyl Mercaptan	< 0.020	< 0.020	< 0.020
Diethyl Sulfide	< 0.020	< 0.020	< 0.020
n-Butyl Mercaptan	< 0.020	< 0.020	< 0.020
Dimethyl Disulfide	< 0.020	< 0.020	< 0.020
2-Methylthiophene	< 0.020	< 0.020	< 0.020
3-Methylthiophene	< 0.020	< 0.020	< 0.020
Tetrahydrothiophene	< 0.020	< 0.020	< 0.020
Bromothiophene	< 0.020	< 0.020	< 0.020
Thiophenol	< 0.020	< 0.020	< 0.020
Diethyl disulfide	< 0.020	< 0.020	< 0.020
Total Unidentified Sulfur	< 0.020	< 0.020	< 0.020
Total Reduced Sulfurs as H_2S	< 0.020	< 0.020	< 0.020

All compound's concentrations expressed in terms of H_2S (TRS does not include COS and SO_2)

Marcus Hueppe
Laboratory Director

1534 Eastman Ave., Ste. A • Ventura, • CA 93003 www.aaclab.com • (805) 650-1642 • FAX (805) 650-1644

Atmospheric Analysis & Consulting, Inc.

Quality Control/Quality Assurance Report
ASTM D-5504

Date Analyzed: 12/11/13
Analyst: DH

Instrument ID: SCD#10
Calb. Date: 5/14/2013

Opening Calibration Verification Standard

	Resp. (area)	Result (ppbV)	% Rec *	% RPD ****
Initial	17162	509	101.8	NA
Duplicate	16848	500	99.9	1.8
Triplicate	16879	501	100.1	1.7

Method Blank

Analyte	Result
H2S	ND

Matrix Spike & Duplicate **Sample ID 131667-68038 x100**

Analyte	Sample Conc.	Spike Added	MS Result	MSD Result	MS % Rec **	MSD % Rec **	% RPD ***
H2S	863.6	250.0	1099.3	1074.7	98.7	96.5	2.3

Duplicate Analysis **Sample ID 131667-68038**

Analyte	Sample Result	Duplicate Result	Mean	% RPD ***
H2S	88068.3	84643.2	86355.7	4.0

Closing Calibration Verification Standard

Analyte	Std. Conc.	Result	%Recovery **
H2S	500.0	481.1	96.2

** Must be 95-105%*
*** Must be 90-110%*
**** Must be < 10%*
***** must be < 5% RPD from Initial result.*

Marcus Hueppe
Laboratory Director

1534 Eastman Ave., Ste. A • Ventura, • CA 93003 www.aaclab.com • (805) 650-1642 • FAX (805) 650-1644

Pace Analytical™ www.pacelabs.com AAC#131669

CHAIN-OF-CUSTODY / Analytical Request Document

The Chain-of-Custody is a LEGAL DOCUMENT. All relevant fields must be completed accurately.

Page: 1 of 1

Section A Required Client Information:

Company: Pace Analytical	
Address: 3610 Park Central Blvd. N	
Pompano Beach, FL 33064	
Email To: Tom.savarese@pacelabs.com	
Phone: 954-582-4305	Fax:
Requested Due Date/TAT: Standard	

Section B Required Project Information:

Report To: Tom Savarese
Copy To:
Purchase Order No.:
Project Name: Lake Worth Landfill Air Test
Project Number: HD137553

Section C Invoice Information:

Attention:
Company Name:
Address:
Pace Quote Reference:
Pace Project Manager: Tom Savarese
Pace Profile #:

REGULATORY AGENCY

☐ NPDES ☐ GROUND WATER ☐ DRINKING WATER
☐ UST ☐ RCRA ☐ OTHER_____

SITE LOCATION: ☐ GA ☐ IL ☐ IN ☐ MI ☐ NC ☐ OH ☐ SC ☐ WI ☐ OTHER____

Section D Required Client Information

SAMPLE ID
One Character per box.
(A-Z, 0-9 / ,-)
Samples IDs MUST BE UNIQUE

Valid Matrix Codes

MATRIX	CODE
DRINKING WATER	DW
WATER	WT
WASTE WATER	WW
PRODUCT	P
SOIL/SOLID	SL
OIL	OL
WIPE	WP
AIR	AR
OTHER	OT
TISSUE	TS

ITEM #	SAMPLE ID	MATRIX CODE	SAMPLE TYPE G=GRAB C=COMP	COMPOSITE START DATE	COMPOSITE START TIME	COMPOSITE END/GRAB DATE	COMPOSITE END/GRAB TIME	SAMPLE TEMP AT COLLECTION	#OF CONTAINERS	Unpreserved	H_2SO_4	HNO_3	HCl	NaOH	$Na_2S_2O_3$	Methanol	Other	Filtered (Y/N)	ASTM D5504	See Attached List						Pace Project Number Lab I.D.
1	Culvert-1 Inlet	AR		12/10/13	14:15	ET		81°F	1	X									X	X						68048
2	Culvert-1 pipe	AR			14:30	ET			1	X									X	X						68049
3	Culvert-2 Inlet	AR			14:45	ET			1	X									X	X						68050
4	Culvert-2 Pipe	AR			15:00	ET			1	X									X	X						68051
5	Culvert-3 Pipe	AR			15:15	ET			1	X									X	X						68052
6	MVS-1	AR			15:30	ET			1	X									X	X						68053
7	MVS-3	AR			15:45	ET			1	X									X	X						68054
8																										
9																										
10																										
11																										
12																										

Additional Comments:

RELINQUISHED BY / AFFILIATION	DATE	TIME	ACCEPTED BY / AFFILIATION	DATE	TIME
AAT / Dunk.	12/10/13	1625	ET / [signature]	12/11/13	0945

SAMPLE CONDITIONS

Temp in °C	Received on Ice	Custody Sealed Cooler	Samples Intact
	Y/N	Y/N	Y/N
	Y/N	Y/N	Y/N
	Y/N	Y/N	Y/N
	Y/N	Y/N	Y/N

SAMPLER NAME AND SIGNATURE

PRINT Name of SAMPLER: Andrew Potric

SIGNATURE of SAMPLER: [signature] DATE Signed (MM / DD / YY): 12/10/13

Pace Analytical Services, Inc.
3610 Park Central Blvd N
Pompano Beach, FL 33064
954-582-4300

January 13, 2014

Mr. Andrew Petric, P.G.
Terracon (West Palm Beach)
1225 Omar Road
West Palm Beach, FL 33405

RE: Project: HD137553
Pace Project No.: 35122347

Dear Mr. Petric, P.G.:
Enclosed are the analytical results for sample(s) received by the laboratory on December 12, 2013. The results relate only to the samples included in this report. Results reported herein conform to the most current TNI standards and the laboratory's Quality Assurance Manual, where applicable, unless otherwise noted in the body of the report.

Some analyses have been subcontracted outside of the Pace Network. The subcontracted laboratory report has been attached.

If you have any questions concerning this report, please feel free to contact me.

Sincerely,

Tom Savarese

tom.savarese@pacelabs.com
Project Manager

Enclosures

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Pace Analytical Services, Inc.
3610 Park Central Blvd N
Pompano Beach, FL 33064
954-582-4300

SAMPLE SUMMARY

Project: HD137553
Pace Project No.: 35122347

Lab ID	Sample ID	Matrix	Date Collected	Date Received
35122347001	MVS-2	Air	12/11/13 14:45	12/12/13 14:50
35122347002	MVS-4	Air	12/11/13 15:00	12/12/13 14:50
35122347003	MVS-5	Air	12/11/13 15:15	12/12/13 14:50
35122347004	MVS-6	Air	12/11/13 15:30	12/12/13 14:50
35122347005	Gas Well S-1	Air	12/11/13 15:45	12/12/13 14:50
35122347006	Gas Well S-2	Air	12/11/13 16:00	12/12/13 14:50

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Atmospheric Analysis & Consulting, Inc.

CLIENT : Pace Analytical
PROJECT NAME : Lake Worth Landfill Air Test
PROJECT NO. : HD137553
AAC PROJECT NO. : 131677
REPORT DATE : 12/13/2013

On December 12, 2013, Atmospheric Analysis & Consulting, Inc. received six (6) Tedlar bags for Sulfur analysis by ASTM D-5504. Upon receipt each sample was assigned a unique Laboratory ID number as follows:

Client ID	Lab No.
MVS – 2	131677-68075
MVS – 4	131677-68076
MVS – 5	131677-68077
MVS – 6	131677-68078
Gas Well S – 1	131677-68079
Gas Well S – 2	131677-68080

ASTM D-5504 Analysis – Up to a 1 mL aliquot of sample is injected into the GC/SCD for analysis following ASTM D-5504 as specified in the SOW.

No problems were encountered during receiving, preparation and/or analysis of these samples. The test results included in this report meet all requirements of the NELAC Standards and/or AAC SOP# AACI-ASTM D-5504.

I certify that this data is technically accurate, complete and in compliance with the terms and conditions of the contract. Release of the data contained in this hardcopy data package has been authorized by the Laboratory Director or his designee, as verified by the following signature.

If you have any questions or require an explanation of your data results, please contact the undersigned.

Marcus Hueppe
Laboratory Director

This report consists of 5 pages.

ACCREDITED IN ACCORDANCE WITH nelac Certificate #E87837

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Atmospheric Analysis & Consulting, Inc.

LABORATORY ANALYSIS REPORT

CLIENT : Pace Analytical
PROJECT NO. : 131677
MATRIX : AIR
UNITS : ppmV

SAMPLING DATE : 12/11/2013
RECEIVING DATE : 12/12/2013
ANALYSIS DATE : 12/13/2013
REPORT DATE : 12/13/2013

Total Reduced Sulfur Compounds Analysis by ASTM D-5504

Client ID	MVS - 2	MVS - 4	MVS - 5	MVS - 6
AAC ID	131677-68075	131677-68076	131677-68077	131677-68078
Analyte	Result	Result	Result	Result
Hydrogen Sulfide	< 0.020	< 0.020	< 0.020	< 0.020
Carbonyl Sulfide	< 0.020	< 0.020	< 0.020	< 0.020
Sulfur Dioxide	< 0.020	< 0.020	< 0.020	< 0.020
Methyl Mercaptan	< 0.020	< 0.020	< 0.020	< 0.020
Ethyl Mercaptan	< 0.020	< 0.020	< 0.020	< 0.020
Dimethyl Sulfide	< 0.020	< 0.020	< 0.020	< 0.020
Carbon Disulfide	< 0.020	< 0.020	< 0.020	< 0.020
Isopropyl Mercaptan	< 0.020	< 0.020	< 0.020	< 0.020
tert-Butyl Mercaptan	< 0.020	< 0.020	< 0.020	< 0.020
n-Propyl Mercaptan	< 0.020	< 0.020	< 0.020	< 0.020
Methylethylsulfide	< 0.020	< 0.020	< 0.020	< 0.020
sec-Butyl Mercaptan	< 0.020	< 0.020	< 0.020	< 0.020
Thiophene	< 0.020	< 0.020	< 0.020	< 0.020
iso-Butyl Mercaptan	< 0.020	< 0.020	< 0.020	< 0.020
Diethyl Sulfide	< 0.020	< 0.020	< 0.020	< 0.020
n-Butyl Mercaptan	< 0.020	< 0.020	< 0.020	< 0.020
Dimethyl Disulfide	< 0.020	< 0.020	< 0.020	< 0.020
2-Methylthiophene	< 0.020	< 0.020	< 0.020	< 0.020
3-Methylthiophene	< 0.020	< 0.020	< 0.020	< 0.020
Tetrahydrothiophene	< 0.020	< 0.020	< 0.020	< 0.020
Bromothiophene	< 0.020	< 0.020	< 0.020	< 0.020
Thiophenol	< 0.020	< 0.020	< 0.020	< 0.020
Diethyl disulfide	< 0.020	< 0.020	< 0.020	< 0.020
Total Unidentified Sulfur	< 0.020	< 0.020	< 0.020	< 0.020
Total Reduced Sulfurs as H_2S	< 0.020	< 0.020	< 0.020	< 0.020

All compound's concentrations expressed in terms of H_2S (TRS does not include COS and SO_2)
Sample Reporting Limit (SRL) is equal to Reporting Limit x Canister Dil. Fac. x Analysis Dil. Fac.

Marcus Hueppe
Laboratory Director

1534 Eastman Ave., Ste. A • Ventura, • CA 93003 www.aaclab.com • (805) 650-1642 • FAX (805) 650-1644

Atmospheric Analysis & Consulting, Inc.

LABORATORY ANALYSIS REPORT

CLIENT	: Pace Analytical	SAMPLING DATE	: 12/11/2013
PROJECT NO.	: 131677	RECEIVING DATE	: 12/12/2013
MATRIX	: AIR	ANALYSIS DATE	: 12/13/2013
UNITS	: ppmV	REPORT DATE	: 12/13/2013

Total Reduced Sulfur Compounds Analysis by ASTM D-5504

Client ID	Gas Well S - 1	Gas Well S - 2
AAC ID	131677-68079	131677-68080
Analyte	Result	Result
Hydrogen Sulfide	< 0.020	< 0.020
Carbonyl Sulfide	< 0.020	< 0.020
Sulfur Dioxide	< 0.020	< 0.020
Methyl Mercaptan	< 0.020	< 0.020
Ethyl Mercaptan	< 0.020	< 0.020
Dimethyl Sulfide	< 0.020	< 0.020
Carbon Disulfide	< 0.020	< 0.020
Isopropyl Mercaptan	< 0.020	< 0.020
tert-Butyl Mercaptan	< 0.020	< 0.020
n-Propyl Mercaptan	< 0.020	< 0.020
Methylethylsulfide	< 0.020	< 0.020
sec-Butyl Mercaptan	< 0.020	< 0.020
Thiophene	< 0.020	< 0.020
iso-Butyl Mercaptan	< 0.020	< 0.020
Diethyl Sulfide	< 0.020	< 0.020
n-Butyl Mercaptan	< 0.020	< 0.020
Dimethyl Disulfide	< 0.020	< 0.020
2-Methylthiophene	< 0.020	< 0.020
3-Methylthiophene	< 0.020	< 0.020
Tetrahydrothiophene	< 0.020	< 0.020
Bromothiophene	< 0.020	< 0.020
Thiophenol	< 0.020	< 0.020
Diethyl disulfide	< 0.020	< 0.020
Total Unidentified Sulfur	< 0.020	< 0.020
Total Reduced Sulfurs as H_2S	< 0.020	< 0.020

All compound's concentrations expressed in terms of H_2S (TRS does not include COS and SO_2)

Marcus Hueppe
Laboratory Director

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Atmospheric Analysis & Consulting, Inc.

Quality Control/Quality Assurance Report
ASTM D-5504

Date Analyzed: 12/13/13
Analyst: DH

Instrument ID: SCD#10
Calb. Date: 5/14/2013

Opening Calibration Verification Standard

	Resp. (area)	Result (ppbV)	% Rec *	% RPD ****
Initial	16461	488	97.6	NA
Duplicate	16824	499	99.8	2.2
Triplicate	16550	491	98.2	0.5

Method Blank

Analyte	Result
H2S	ND

Matrix Spike & Duplicate **Sample ID 131677-68076 x2**

Analyte	Sample Conc.	Spike Added	MS Result	MSD Result	MS % Rec **	MSD % Rec **	% RPD ***
H2S	0.0	250.0	241.8	241.6	96.7	96.6	0.1

Duplicate Analysis **Sample ID 131677-68076**

Analyte	Sample Result	Duplicate Result	Mean	% RPD ***
H2S	0.0	0.0	0.0	0.0

Closing Calibration Verification Standard

Analyte	Std. Conc.	Result	%Recovery **
H2S	500.0	470.5	94.1

** Must be 95-105%*
*** Must be 90-110%*
**** Must be < 10%*
***** must be < 5% RPD from Initial result.*

Marcus Hueppe
Laboratory Director

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AA# 131677

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CHAIN-OF-CUSTODY / Analytical Request Document

The Chain-of-Custody is a LEGAL DOCUMENT. All relevant fields must be completed accurately.

Page: 1 of 1

Section A Required Client Information:	Section B Required Project Information:	Section C Invoice Information:
Company: Pace Analytical	Report To: Tom Savarese	Attention:
Address: 3610 Park Central Blvd. N	Copy To:	Company Name:
Pompano Beach, FL 33064		Address:
Email To: Tom.savarese@pacelabs.com	Purchase Order No.:	Pace Quote Reference:
Phone: 954-582-4305 Fax:	Project Name: Lake Worth Landfill Air Test	Pace Project Manager: Tom Savarese
Requested Due Date/TAT: Standard	Project Number: HD137553	Pace Profile #:

REGULATORY AGENCY

☐ NPDES ☐ GROUND WATER ☐ DRINKING WATER
☐ UST ☐ RCRA ☐ OTHER_____

SITE LOCATION ☐ GA ☐ IL ☐ IN ☐ MI ☐ NC ☐ OH ☐ SC ☐ WI ☐ OTHER FL

Section D Required Client Information

SAMPLE ID
One Character per box.
(A-Z, 0-9 / ,-)
Samples IDs MUST BE UNIQUE

Valid Matrix Codes

MATRIX	CODE
DRINKING WATER	DW
WATER	WT
WASTE WATER	WW
PRODUCT	P
SOIL/SOLID	SL
OIL	OL
WIPE	WP
AIR	AR
OTHER	OT
TISSUE	TS

ITEM #	SAMPLE ID	MATRIX CODE	SAMPLE TYPE G=GRAB C=COMP	COLLECTED COMPOSITE START DATE	COLLECTED COMPOSITE START TIME	COLLECTED COMPOSITE END/GRAB DATE	COLLECTED COMPOSITE END/GRAB TIME	SAMPLE TEMP AT COLLECTION	#OF CONTAINERS	Preservatives: Unpreserved	H_2SO_4	HNO_3	HCl	NaOH	$Na_2S_2O_3$	Methanol	Other	Filtered (Y/N)	Requested Analysis: ASTM D5504	*See Attached List	Pace Project Number Lab I.D.
1	MVS-2	AR		12/11/13	1445	ET			1	X									X	X	68075
2	MVS-4	↓		↓	1500	ET			1	X									X	X	68076
3	MVS-5				1515	ET			1	X									X	X	68077
4	MVS-6				1530	ET			1	X									X	X	68078
5	~~[illegible]~~ - Gas well S-1				1545	ET			1	X									X	X	68079
6	Gas well S-2				1600	ET			1	X									X	X	68080
7																					
8																					
9																					
10																					
11																					
12																					

Additional Comments:

RELINQUISHED BY / AFFILIATION	DATE	TIME	ACCEPTED BY / AFFILIATION	DATE	TIME
[illegible] / Dunt.	12/11/13	1630 ET	[illegible]	12/12/13	1430

SAMPLE CONDITIONS

Temp in °C	Received on Ice	Custody Sealed Cooler	Samples Intact
	Y/N	Y/N	Y/N
	Y/N	Y/N	Y/N
	Y/N	Y/N	Y/N
	Y/N	Y/N	Y/N

SAMPLER NAME AND SIGNATURE

PRINT Name of SAMPLER: Andrew Patric

SIGNATURE of SAMPLER: [signature] DATE Signed (MM / DD / YY): 12/11/13

Pace Analytical Services, Inc.
3610 Park Central Blvd N
Pompano Beach, FL 33064
954-582-4300

January 13, 2014

Mr. Andrew Petric, P.G.
Terracon (West Palm Beach)
1225 Omar Road
West Palm Beach, FL 33405

RE: Project: HD137553
Pace Project No.: 35122356

Dear Mr. Petric, P.G.:
Enclosed are the analytical results for sample(s) received by the laboratory on December 13, 2013. The results relate only to the samples included in this report. Results reported herein conform to the most current TNI standards and the laboratory's Quality Assurance Manual, where applicable, unless otherwise noted in the body of the report.

Some analyses have been subcontracted outside of the Pace Network. The subcontracted laboratory report has been attached.

If you have any questions concerning this report, please feel free to contact me.

Sincerely,

Tom Savarese

tom.savarese@pacelabs.com
Project Manager

Enclosures

This report shall not be reproduced, except in full,
without the written consent of Pace Analytical Services, Inc..

Pace Analytical Services, Inc.
3610 Park Central Blvd N
Pompano Beach, FL 33064
954-582-4300

SAMPLE SUMMARY

Project: HD137553
Pace Project No.: 35122356

Lab ID	Sample ID	Matrix	Date Collected	Date Received
35122356001	**Gas Well S-3**	Air	12/12/13 15:15	12/13/13 10:00
35122356002	**Gas Well S-4**	Air	12/12/13 15:30	12/13/13 10:00
35122356003	**Gas Well S-5**	Air	12/12/13 15:45	12/13/13 10:00
35122356004	**Gas Well S-6**	Air	12/12/13 16:00	12/13/13 10:00

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Atmospheric Analysis & Consulting, Inc.

CLIENT	: Pace Analytical
PROJECT NAME	: Lake Worth Landfill Air Test
PROJECT NO.	: HD137553
AAC PROJECT NO.	: 131680
REPORT DATE	: 12/13/2013

On December 13, 2013, Atmospheric Analysis & Consulting, Inc. received four (4) Tedlar bags for Sulfur analysis by ASTM D-5504. Upon receipt each sample was assigned a unique Laboratory ID number as follows:

Client ID	Lab No.
Gas Well S – 3	131680-68098
Gas Well S – 4	131680-68099
Gas Well S – 5	131680-68100
Gas Well S – 6	131680-68101

ASTM D-5504 Analysis – Up to a 1 mL aliquot of sample is injected into the GC/SCD for analysis following ASTM D-5504 as specified in the SOW.

No problems were encountered during receiving, preparation and/or analysis of these samples. The test results included in this report meet all requirements of the NELAC Standards and/or AAC SOP# AACI-ASTM D-5504.

I certify that this data is technically accurate, complete and in compliance with the terms and conditions of the contract. Release of the data contained in this hardcopy data package has been authorized by the Laboratory Director or his designee, as verified by the following signature.

If you have any questions or require an explanation of your data results, please contact the undersigned.

Marcus Hueppe
Laboratory Director

This report consists of 4 pages.

ACCREDITED IN ACCORDANCE WITH nelac Certificate #E87837

1534 Eastman Ave., Ste. A • Ventura, • CA 93003 www.aaclab.com • (805) 650-1642 • FAX (805) 650-1644

Atmospheric Analysis & Consulting, Inc.

LABORATORY ANALYSIS REPORT

CLIENT : **Pace Analytical**
PROJECT NO. : **131680**
MATRIX : **AIR**
UNITS : **ppmV**

SAMPLING DATE : 12/12/2013
RECEIVING DATE : 12/13/2013
ANALYSIS DATE : 12/13/2013
REPORT DATE : 12/13/2013

Total Reduced Sulfur Compounds Analysis by ASTM D-5504

Client ID	Gas Well S - 3	Gas Well S - 4	Gas Well S - 5	Gas Well S - 6
AAC ID	131680-68098	131680-68099	131680-68100	131680-68101
Analyte	Result	Result	Result	Result
Hydrogen Sulfide	< 0.020	**7.46**	< 0.020	< 0.020
Carbonyl Sulfide	< 0.020	**0.311**	< 0.020	< 0.020
Sulfur Dioxide	< 0.020	< 0.020	< 0.020	< 0.020
Methyl Mercaptan	< 0.020	< 0.020	< 0.020	< 0.020
Ethyl Mercaptan	< 0.020	< 0.020	< 0.020	< 0.020
Dimethyl Sulfide	< 0.020	**0.033**	< 0.020	< 0.020
Carbon Disulfide	< 0.020	**0.540**	< 0.020	< 0.020
Isopropyl Mercaptan	< 0.020	< 0.020	< 0.020	< 0.020
tert-Butyl Mercaptan	< 0.020	< 0.020	< 0.020	< 0.020
n-Propyl Mercaptan	< 0.020	< 0.020	< 0.020	< 0.020
Methylethylsulfide	< 0.020	< 0.020	< 0.020	< 0.020
sec-Butyl Mercaptan	< 0.020	< 0.020	< 0.020	< 0.020
Thiophene	< 0.020	< 0.020	< 0.020	< 0.020
iso-Butyl Mercaptan	< 0.020	< 0.020	< 0.020	< 0.020
Diethyl Sulfide	< 0.020	< 0.020	< 0.020	< 0.020
n-Butyl Mercaptan	< 0.020	< 0.020	< 0.020	< 0.020
Dimethyl Disulfide	< 0.020	< 0.020	< 0.020	< 0.020
2-Methylthiophene	< 0.020	< 0.020	< 0.020	< 0.020
3-Methylthiophene	< 0.020	< 0.020	< 0.020	< 0.020
Tetrahydrothiophene	< 0.020	< 0.020	< 0.020	< 0.020
Bromothiophene	< 0.020	< 0.020	< 0.020	< 0.020
Thiophenol	< 0.020	< 0.020	< 0.020	< 0.020
Diethyl disulfide	< 0.020	< 0.020	< 0.020	< 0.020
Total Unidentified Sulfur	< 0.020	< 0.020	< 0.020	< 0.020
Total Reduced Sulfurs as H_2S	< 0.020	**8.04**	< 0.020	< 0.020

All compound's concentrations expressed in terms of H_2S (TRS does not include COS and SO_2)
Sample Reporting Limit (SRL) is equal to Reporting Limit x Canister Dil. Fac. x Analysis Dil. Fac.

Marcus Hueppe
Laboratory Director

1534 Eastman Ave., Ste. A • Ventura, • CA 93003 www.aaclab.com • (805) 650-1642 • FAX (805) 650-1644

Atmospheric Analysis & Consulting, Inc.

Quality Control/Quality Assurance Report
ASTM D-5504

Date Analyzed: 12/13/13
Analyst: DH

Instrument ID: SCD#10
Calb. Date: 5/14/2013

Opening Calibration Verification Standard

	Resp. (area)	Result (ppbV)	% Rec *	% RPD ****
Initial	16461	488	97.6	NA
Duplicate	16824	499	99.8	2.2
Triplicate	16550	491	98.2	0.5

Method Blank

Analyte	Result
H2S	ND

Matrix Spike & Duplicate **Sample ID 131677-68076 x2**

Analyte	Sample Conc.	Spike Added	MS Result	MSD Result	MS % Rec **	MSD % Rec **	% RPD ***
H2S	0.0	250.0	241.8	241.6	96.7	96.6	0.1

Duplicate Analysis **Sample ID 131677-68076**

Analyte	Sample Result	Duplicate Result	Mean	% RPD ***
H2S	0.0	0.0	0.0	0.0

Closing Calibration Verification Standard

Analyte	Std. Conc.	Result	%Recovery **
H2S	500.0	470.5	94.1

** Must be 95-105%*
*** Must be 90-110%*
**** Must be < 10%*
***** must be < 5% RPD from Initial result.*

Marcus Hueppe
Laboratory Director

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Pace Analytical™ www.pacelabs.com

AA# 131680

CHAIN-OF-CUSTODY / Analytical Request Document

The Chain-of-Custody is a LEGAL DOCUMENT. All relevant fields must be completed accurately.

Page: 1 of 1

Section A Required Client Information:

Company: Pace Analytical	
Address: 3610 Park Central Blvd. N	
Pompano Beach, FL 33064	
Email To: Tom.savarese@pacelabs.com	
Phone: 954-582-4305	Fax:
Requested Due Date/TAT: Standard	

Section B Required Project Information:

Report To: Tom Savarese
Copy To:
Purchase Order No.:
Project Name: Lake Worth Landfill Air Test
Project Number: H0137553

Section C Invoice Information:

Attention:
Company Name:
Address:
Pace Quote Reference:
Pace Project Manager: Tom Savarese
Pace Profile #:

REGULATORY AGENCY

☐ NPDES ☐ GROUND WATER ☐ DRINKING WATER
☐ UST ☐ RCRA ☐ OTHER_____

SITE LOCATION ☐ GA ☐ IL ☐ IN ☐ MI ☐ NC ☐ OH ☐ SC ☐ WI ☐ OTHER_____

Section D Required Client Information

Valid Matrix Codes

MATRIX	CODE
DRINKING WATER	DW
WATER	WT
WASTE WATER	WW
PRODUCT	P
SOIL/SOLID	SL
OIL	OL
WIPE	WP
AIR	AR
OTHER	OT
TISSUE	TS

ITEM #	SAMPLE ID (One Character per box. (A-Z, 0-9 / ,-) Samples IDs MUST BE UNIQUE)	MATRIX CODE	SAMPLE TYPE G=GRAB C=COMP	COMPOSITE START DATE	COMPOSITE START TIME	COMPOSITE END/GRAB DATE	COMPOSITE END/GRAB TIME	SAMPLE TEMP AT COLLECTION	#OF CONTAINERS	Unpreserved	H_2SO_4	HNO_3	HCl	NaOH	$Na_2S_2O_3$	Methanol	Other	Filtered (Y/N)	Requested Analysis: ASTM D6504	*See Attached List	Pace Project Number Lab I.D.
1	Gas Well S-3	AR		12/12/13	1515	ET			1	X									X	X	68098
2	Gas Well S-4	↓		↓	1536	ET			1	X									X	X	68099
3	Gas Well S-5				1545	ET			1	X									X	X	68100
4	Gas Well S-6				1600	ET			1	X									X	X	68101
5																					
6																					
7																					
8																					
9																					
10																					
11																					
12																					

Additional Comments:

RELINQUISHED BY / AFFILIATION	DATE	TIME	ACCEPTED BY / AFFILIATION	DATE	TIME
UPS / Unit.	12/12/13	1650 ET	[signature] / PACE	12/13/13	1000

SAMPLE CONDITIONS

Temp in °C	Received on Ice	Custody Sealed Cooler	Samples Intact
	Y/N	Y/N	Y/N
	Y/N	Y/N	Y/N
	Y/N	Y/N	Y/N
	Y/N	Y/N	Y/N

SAMPLER NAME AND SIGNATURE

PRINT Name of SAMPLER: [signature]

SIGNATURE of SAMPLER: Andrew Petric

DATE Signed (MM/DD/YY): 12/12/13

MOCK • ROOS
ENGINEERS • SURVEYORS • PLANNERS

July 23, 2010

Ms. Susan A. Stanton
City Manager
City of Lake Worth
7 N. Dixie Highway
Lake Worth, FL 33460

Ref. No. B0037.01
Subject: Lake Worth South Landfill Existing Conditions Letter Report

Dear Susan:

In summation of the research, observation, meetings, geotechnical exploration, and testing that were conducted under our authorization, we offer the following:

1. Recovered Screened Material (RSM) Volume – Based on the soil boring reports and the FDEP activity reports, we have estimated that approximately 105,000 loose cubic yards (CY) of RSM have been placed atop the South Landfill property. Documentation to support this estimate is provided in **Attachment A**.

2. RSM Consistency – In general, the RSM on the landfill site is composed of slightly silty to silty sand, intermixed with gravel to cobblestone-sized limestone, concrete, brick, and clay tile fragments. Per Florida Department of Environmental Protection (FDEP) guidelines, RSM typically contains materials derived from the recycling of construction and demolition debris. It consists primarily of soil, small pieces of wood, concrete, drywall, and roofing materials.

3. RSM thickness – 30 auger borings were completed on the top of the landfill to identify the depth of the RSM placed on the site. The geotechnical testing report is provided in **Attachment B**. Based on the boring logs, the depth of the RSM ranges from 0 to 3.6 feet. There were seven (7) locations at which no RSM was detected. This indicates that not all areas were covered with RSM to the depth specified in the Plan approved by the FDEP. It should be noted that neither FDEP nor the City required verification (or certification) that the RSM had been placed in accordance with the approved Plan.

Mock, Roos & Associates, Inc.
5720 Corporate Way, West Palm Beach, Florida 33407-2066, (561) 683-3113, fax 478-7248

4. Physical/Chemical Testing – According to the Activity Reports provided by FDEP, *four different* Sun Recycling Systems (SRS) RSM production facilities (sites) produced material that was delivered to the landfill. These sites are referred to as SRS Sites II, III, IV, and V. When RSM is produced, FDEP requires that baseline sampling be completed on the material *before* it is transported to a receiving site. If any parameter in the baseline testing exceeds the Soil Cleanup Target Level (SCTL) relevant to the land use of the receiving site (residential or commercial), it is designated as a "parameter of concern" and a weekly sampling/testing program must be carried out on the material that is delivered to the receiving site. In addition, a quarterly sampling/testing event must be performed, that essentially repeats all the baseline parameters. We obtained copies of a number of the test reports; however, despite considerable and repeated efforts to secure them, *we were unable to obtain all the records that should exist, particularly for the material from SRS Sites IV and V.*

   Based on the records that were obtained for the material that came from SRS Sites II and III, it appears that arsenic was the single parameter of concern in the baseline testing. The weekly arsenic testing indicated that the levels were below the residential SCTL. There were partial records received for the material that came from SRS Site IV and those records also appeared to indicate that the arsenic levels in the weekly reports were below the SCTL. *Of concern is the lack of test reports for the material produced at SRS Site V which is the Lantana site.* The FDEP activity reports indicate that material was delivered to the Lake Worth landfill site from SRS Site V during the period of August 2007 through March 2008. The baseline test report was based on sampling and was completed in October, 2007; however, the report was not submitted to Palm Beach County Health Department until May 21, 2008 and *no weekly testing reports have been located.* The baseline report established that arsenic was a "parameter of concern" and therefore weekly testing should have been required before this material was delivered to the Lake Worth landfill site. Based on our understanding of the FDEP guidelines for RSM use, the RSM from Site V should not have been placed at the Lake Worth landfill.

   In accordance with the Scope of Services, 12 of the soil samples taken during the geotechnical boring work were submitted to an independent laboratory for analysis of eight metals (arsenic, barium, cadmium, chromium, led, mercury, selenium, and silver). The laboratory test results are provided within the geotechnical report in **Attachment B**. The results indicated an exceedance of the residential SCTL for arsenic in four (4) of the samples tested. However, the test result values for arsenic are below the commercial SCTL.

5. Groundwater Monitoring – The landfill is a closed landfill facility with a current post-closure permit from the FDEP/FDOH. Part of the post-closure activity is an on-going groundwater monitoring program. Twice a year, the five existing groundwater monitoring wells are sampled and tested in accordance with state standards. A review of the groundwater monitoring test results for the period of October 2000 through April 2010 (10 years) was conducted. A trend analysis was prepared for each parameter for which there was at least one exceedance during the 10-year period. These were: pH, Total Dissolved Solids (TDS), Arsenic, and Benzene. There was no trend identified for pH, TDS, or Benzene; there were just a few instances of results beyond the limits. There was no defined trend for Arsenic; however, there was an increase in measured arsenic levels during and/or immediately following the SRS activity on the landfill site. The last report (April 2010) indicated that the values were returning to pre-activity levels. All levels remained below the maximum concentration levels allowed. The summary tables, trend analyses, and monitoring well location map are provided in **Attachment C**.

6. Existing Stormwater System – City staff indicated that a foul odor was frequently emitted from the stormwater system in the vicinity of the landfill after a rainfall. A field observation of the site's stormwater management system was conducted on June 3, 2010. At that time, it appeared that the weir within the stormwater control structure had been removed. It's plausible that the site runoff, which should be retained behind the (removed) weir plate, may have been discharged from the site without the on-site retention. The discharge, which could contain leachate from the RSM, may have been malodorous. FDEP studies indicate that RSM may emit a sulphurous odor due primarily to the frequent presence of drywall material in the RSM. We recommend restoring the site's stormwater control structure to its permitted configuration.

7. Cost of Site Restoration – The City's lease agreement with SRS for use of the site states:

   Landlord may, nonetheless, require Tenant to remove any portion of or all of the Tenant Improvements, fixtures, equipment, and other improvements installed on the Premises (the "Additional Improvements"), and restore the Premises to its original conditions, reasonable wear and tear excepted.

   Attachment D contains a copy of the Lease Agreement, FDEP Letter of Authorization, and FDEP Approved Operational Plan for utilizing the site for hurricane debris processing.

The City requested a cost estimate for restoring the site to its "pre- hurricane staging area condition." The tasks to restore the site include the removal of the RSM (and proper disposal of same), placement or replacement of the appropriate thickness of cover over the landfill cap, and soil stabilization on all disturbed areas of the site. **Attachment E** provides a breakdown of this estimate, which totals $1.53 million.

We recommend that the City document to SRS, prior to the expiration of the lease agreement on July 31, 2010, its intention to require site restoration activities by SRS.

If you have any questions, please contact me at 683-3113, extension 216.

Sincerely,

MOCK, ROOS & ASSOCIATES, INC.

Thomas A. Biggs, P.E.
Executive Vice President

AC/TAB:jeh
Enclosure
Copies: Joe Kroll (w/attachments)

Attachment A

FDEP Activity Report

City of Lake Worth Landfill
Recovered Screen Material Shipped

Month	Sun Site II	Sun Site III	Sun Site IV	Sun Site V
July 2007	2362			
August 2007				4254
September 2007	6301	5483		3038
October 2007	7291	9267	2916	3284
November 2007	8926	7819		3220
December 2007	1208	202	281	3240
January 2008	2149	1401	5760	3160
February 2008	4546	8291		2920
March 2008	5776	1182		320
Cubic Yards	38559	33645	8957	23436
Total Cubic Yards	**104597 CY**			

@ $2.00/TN Disposal

Assume 100 #/CF Loose Truck Measure 141750 TN
105000 CY *27 CF/CY *100#/CF / 2000#/TN

@ $2.00/TN $283,500.00

Sun Recycling II
2281 NW 16 St.
Pompano Beach, Fl 33069 AUGUST ?
Recycling Report for the Month Of July 2007

Inbound Material	Yards	%
C&D Unseparated	66,153	68%
Roofing Debris	29,602	30%
Concrete/Tile	870	1%
Yard Waste	420	0%
Wood	294	0%
Metal	90	0%
Pilings/Telephone Poles		0%
Landclearing	108	0%
Tires		0%
Totals	**97,537**	**100%**

Outbound Material	Outbound Destination	Yards
C&D	Central Sanitary Landfill	18,210
C&D	Mount Dora Disposal	85
C&D	Orange County Environmental	2,768
RSM	Sun IV	60
RSM	Sun VII	459
RSM	Biscayne Landing	342
RSM	Lake Worth Landfill	2,362 *
RSM	Broward Landfill	3,073
RSM	SWA-45th Street	5,405
Concrete	Sun III Dania Lake	4,932
Concrete	Festival Concrete	4,146
Fill		
Wood		19,541
Wood Chips		85
Yard Waste		2,075
Metal		5,517
OCC		1,055
Asphalt		
Totals		**70,115**

Remaining on ground at month end	Yards
RSM	0
Totals	**0**

TOTAL 38,559 cy

Sun Recycling II
2281 NW 16 St.
Pompano Beach, Fl 33069
Recycling Report for the Month Of September 2007

Inbound Material	Yards	%
C&D Unseparated	47,051	73%
Roofing Debris	16,639	26%
Concrete/Tile	230	0%
Yard Waste	508	1%
Wood	168	0%
Metal	30	0%
Pilings/Telephone Poles	25	0%
Landclearing	64	0%
Tires		0%
Totals	**64,715**	**100%**

Outbound Material	Outbound Destination	Yards
C&D	Central Sanitary Landfill	10,910
C&D	Mount Dora Disposal	80
C&D	Orange County Environmental	1,570
C&D	Wheelabrator	30
RSM	Sun IV	
RSM	Sun VII	213
RSM	Biscayne Landing	
RSM	Lake Worth Landfill	6,301 *
RSM	Broward Landfill	276
RSM	SWA-45th Street	1,730
Concrete	Sun III Dania Lake	
Concrete	Festival Concrete	8,160
Fill		
Wood		13,200
Wood Chips		
Yard Waste		1,400
Metal		3,858
OCC		845
Asphalt		
Totals		**48,573**

Remaining on ground at month end	Yards
RSM	0
Totals	**0**

CB

Sun Recycling II
2281 NW 16 St.
Pompano Beach, Fl 33069
Recycling Report for the Month Of October 2007

Inbound Material	Yards	%
C&D Unseparated	65,673	76%
Roofing Debris	20,243	23%
Concrete/Tile	192	0%
Yard Waste	596	1%
Wood	38	0%
Metal	60	0%
Pilings/Telephone Poles	7	0%
Landclearing	42	0%
Tires	5	0%
Totals	**86,856**	**100%**

Outbound Material	Outbound Destination	Yards
C&D	Central Sanitary Landfill	15,952
C&D	Mount Dora Disposal	175
C&D	Orange County Environmental	1,550
C&D	Wheelabrator	
C&D	SWA-45th Street	50
RSM	Sun IV	
RSM	Sun VII	
RSM	Lake Worth Landfill	7,291
RSM	Broward Landfill	
RSM	SWA-45th Street	4,539
Concrete	Sun III Dania Lake	2,840
Concrete	Festival Concrete	6,609
Concrete	City of Deerfield	40
Fill		
Wood		17,090
Wood Chips		
Yard Waste		1,100
Metal		4,727
OCC		985
Asphalt		
Totals		**62,948**

Remaining on ground at month end	Yards
RSM	100
Totals	**100**

11/19

Sun Recycling II
2281 NW 16 St.
Pompano Beach, Fl 33069 November?
Recycling Report for the Month Of October 2007

Inbound Material	Yards	%
C&D Unseparated	70,279	75%
Roofing Debris	22,048	24%
Concrete/Tile	337	0%
Yard Waste	242	0%
Wood	44	0%
Metal	65	0%
Pilings/Telephone Poles	67	0%
Landclearing	90	0%
Tires		0%
Totals	**93,172**	**100%**

Outbound Material	Outbound Destination	Yards
C&D	Central Sanitary Landfill	19,925
C&D	Mount Dora Disposal	
C&D	Orange County Environmental	85
C&D	Wheelabrator	
C&D	SWA-45th Street	
RSM		
RSM		
RSM	Lake Worth Landfill	8,926
RSM	Broward Landfill	
RSM	SWA-45th Street	4,098
Concrete	Sun III Dania Lake	194
Concrete	Little B	9,232
Concrete	City of Deerfield	
Fill		
Wood		17,833
Wood Chips		
Yard Waste		1,550
Metal		5,089
OCC		1,290
Asphalt		
Totals		**68,222**

Remaining on ground at month end	Yards
RSM	30
Totals	**30**

Sun Recycling II
2281 NW 16 St.
Pompano Beach, Fl 33069
Recycling Report for the Month Of December 2007

Inbound Material	Yards	%
C&D Unseparated	68,970	80%
Roofing Debris	17,317	20%
Concrete/Tile	94	0%
Yard Waste	203	0%
Wood		0%
Metal		0%
Pilings/Telephone Poles		0%
Landclearing	8	0%
Tires		0%
Totals	**86,592**	**100%**

Outbound Material	Outbound Destination	Yards
C&D	Central Sanitary Landfill	17,990
C&D		
C&D		
C&D		
C&D		
RSM		
RSM	Biscayne	5,410
RSM	Lake Worth Landfill	1,208 *
RSM	Broward Landfill	825
RSM	SWA-45th Street	2,458
Concrete		
Concrete	Little B	6,922
Concrete	Central Sanitary Landfill	85
Concrete	City of Deerfield	20
Fill		
Wood		16,600
Wood Chips		
Yard Waste		1,500
Metal		4,322
OCC		1,700
Asphalt		
Totals		**59,040**

Remaining on ground at month end	Yards
RSM	0
Totals	**0**

1/15/08

Sun Recycling II
2281 NW 16 St.
Pompano Beach, Fl 33069
Recycling Report for the Month Of January 2008

Inbound Material	Yards	%
C&D Unseparated	77,420	82%
Roofing Debris	16,284	17%
Concrete/Tile	204	0%
Yard Waste	78	0%
Wood	42	0%
Metal	130	0%
Pilings/Telephone Poles		0%
Landclearing	54	0%
Tires		0%
Totals	**94,212**	**100%**

Outbound Material	Outbound Destination	Yards
C&D	Central Sanitary Landfill	17,305
C&D		
C&D		
C&D		
C&D		
RSM	Biscayne	2,574
RSM	Lake Worth Landfill	2,149
RSM	Broward Landfill	2,086
RSM	SWA-45th Street	4,633
Concrete	B&B Underground Contractors	18
Concrete	Little B	8,084
Concrete		
Concrete		
Fill		
Wood		19,766
Wood Chips		
Yard Waste		1,766
Metal		4,656
OCC		1,896
Asphalt		
Totals		**64,933**

Remaining on ground at month end	Yards
RSM	60
Totals	**60**

2/15

Sun Recycling II
2281 NW 16 St.
Pompano Beach, Fl 33069
Recycling Report for the Month Of February 2008

Inbound Material	Yards	%
C&D Unseparated	65,933	78%
Roofing Debris	17,616	21%
Concrete/Tile	310	0%
Yard Waste	81	0%
Wood	53	0%
Metal	120	0%
Pilings/Telephone Poles	25	0%
Landclearing	8	0%
Tires	14	0%
Totals	**84,160**	**100%**

Outbound Material	Outbound Destination	Yards
C&D	Central Sanitary Landfill	16,990
C&D		
C&D		
C&D		
C&D		
RSM	Biscayne	
RSM	Lake Worth Landfill	4,546
RSM	Broward Landfill	1,219
RSM	SWA-45th Street	3,244
Concrete	B&B Underground Contractors	
Concrete	Little B	8,040
Concrete		
Concrete		
Fill		
Wood		18,422
Wood Chips		
Yard Waste		1,850
Metal		4,634
OCC		1,544
Asphalt		
Totals		**60,489**

Remaining onground at month end	Yards
RSM	0
Totals	**0**

3/13/08

Sun Recycling II
2281 NW 16 St.
Pompano Beach, Fl 33069
Recycling Report for the Month Of March 2008

Inbound Material	Yards	%
C&D Unseparated	63,883	77%
Roofing Debris	18,251	22%
Concrete/Tile	409	0%
Yard Waste	81	0%
Wood	36	0%
Metal	75	0%
Pilings/Telephone Poles	48	0%
Landclearing	4	0%
Tires	8	0%
Totals	**82,795**	**100%**

Outbound Material	Outbound Destination	Yards
C&D	Central Sanitary Landfill	16,450
C&D	Orange County Landfill	390
C&D	Okeechobee Landfill	100
RSM	Lake Worth Landfill	5,776 *
RSM	Broward Landfill	
RSM	SWA-45th Street	4,366
RSM	Rabbik	40
RSM	Conrad Hibbert	84
Concrete	KW & Sons	40
Concrete	ROGO Roofing	18
Concrete	Big D Paving	8
Concrete	Uhel Polly	8,100
Fill		38
Wood		16,850
Wood Chips		
Yard Waste		1,870
Plastic		100
Metal		5,104
OCC		1,840
Asphalt		
Totals		**61,174**

C8

Remaining on ground at month end	Yards
RSM	10
Totals	**10**

Sun Recycling III - Transfer Station
3251 S.W. 26th TERRACE
Dania Beach, Fl 33312
September 2007

Inbound Material	Yards	%
C&D Unseparated	87,175	86%
Roofing Debris	9,268	9%
Concrete		0%
Yard Waste	3,660	4%
Wood	51	0%
Mulch		0%
Metal	20	0%
Passenger/Truck Tires	18	0%
Landclearing	1,023	1%
Pilings/Telephone Poles	102	0%
Total Yards	**101,317**	**100%**

Remaining on ground at month end	Yards
RSM	100
Totals	**100**

Outbound Material	Outbound Destination	Yards
C&D	Central Sanitary Landfill	9,656
C&D		
C&D	Mount Dora	5,955
C&D		
C&D	Telogia	70
C&D	Orange County Environmental	7,890
RSM	Adrian Mora	815
RSM	Biscayne Landing	2,933
RSM	Lake Worth Landfill	5,483 *
RSM	Osniel Barrios	1,354
RSM	Windmill Sprinkler	308
RSM	Broward County Landfill	512
RSM	David and Lori Combs	413
RSM	Sydmoth Lewis	19
RSM	Kid in Distress	20
RSM	Charles Fortney	1,240
RSM	Maria Del R Valdivia	787
RSM	Sun III	20
RSM	SWA 45th Street	3,897
Concrete	Ted Mozino	40
Concrete	Dania Lake	10,381
Wood		19,293
Wood Chips		
Yard Waste		3,581
Metal		5,350
OCC		850
Mulch		
Total Yards		**80,867**

TOTAL 33,645 cy

Sun Recycling III - Transfer Station
3251 S.W. 26th TERRACE
Dania Beach, Fl 33312
October 2007

Inbound Material	Yards	%
C&D Unseparated	88,628	83%
Roofing Debris	12,560	12%
Concrete		0%
Yard Waste	3,248	3%
Wood	70	0%
Mulch		0%
Metal	80	0%
RSM	582	1%
Passenger/Truck Tires		0%
Landclearing	648	1%
Pilings/Telephone Poles	647	1%
Total Yards	**106,463**	**99%**

Remaining on ground at month end	Yards
RSM	50
Totals	**50**

Outbound Material	Outbound Destination	Yards
C&D	Central Sanitary Landfill	11,271
C&D	Mid Florida Materials	190
C&D	Mount Dora	4,825
C&D		
C&D	Telogia	
C&D	Orange County Environmental	8,655
RSM	Adrian Mora	
RSM		
RSM	Biscayne Landing	3,860
RSM	Lake Worth Landfill	9,267 *
RSM	Osniel Barrios	
RSM	Windmill Sprinkler	374
RSM	Broward County Landfill	
RSM	David and Lori Combs	
RSM	Sydmoth Lewis	
RSM	Kid in Distress	
RSM	Abudul Jangda	1,106
RSM	Maria Del R Valdivia	
RSM	Sun III	22
RSM	SWA 45th Street	5,568
Concrete	Dania Lake	9,030
Wood		21,390
Wood Chips		
Yard Waste		3,640
Metal		6,526
OCC		1,037
Mulch		
Total Yards		**86,761**

11/14

Sun Recycling III - Transfer Station
3251 S.W. 26th TERRACE
Dania Beach, Fl 33312
November 2007

Inbound Material	Yards	%
C&D Unseparated	69,178	80%
Roofing Debris	14,081	16%
Concrete		0%
Yard Waste	2,229	3%
Wood	134	0%
Mulch		0%
Metal	150	0%
RSM		0%
Passenger/Truck Tires	3	0%
Landclearing	595	1%
Pilings/Telephone Poles	300	0%
Total Yards	**86,670**	**100%**

Outbound Material	Outbound Destination	Yards
C&D	Central Sanitary Landfill	15,930
C&D		
C&D	Mount Dora	435
C&D		
C&D		
C&D	Orange County Environmental	4,820
RSM		
RSM		
RSM	Biscayne Landing	1,768
RSM	Lake Worth Landfill	7,819 *
RSM	Weston Hills CC	60
RSM	Windmill Sprinkler	220
RSM	Westview CC Golf Course Maint.	42
RSM	SWA 45th Street	4,927
Concrete	Dania Lake	8,367
Wood		16,624
Wood Chips		
Yard Waste		2,985
Metal		5,456
OCC		1,332
Mulch		
Total Yards		**70,785**

Remaining on ground at month end	Yards
RSM	100
Totals	**100**

12/13

Sun Recycling III - Transfer Station
3251 S.W. 26th TERRACE
Dania Beach, Fl 33312
December 2007

Inbound Material	Yards	%
C&D Unseparated	69,806	84%
Roofing Debris	10,172	12%
Concrete	0	0%
Yard Waste	1,540	2%
Wood	139	0%
Mulch	0	0%
Metal	0	0%
RSM	1,064	1%
Passenger/Truck Tires	0	0%
Landclearing	418	1%
Pilings/Telephone Poles	365	0%
Total Yards	**83,504**	**100%**

Outbound Material	Outbound Destination	Yards
C&D	Central Sanitary Landfill	12,070
C&D		
C&D		
C&D		
C&D		
C&D	Orange County Environmental	3,350
RSM	Broward County Landfill	2,305
RSM		
RSM	Biscayne Landing	9,188
RSM	Lake Worth Landfill	202
RSM	Kari Alderman/Nick Diaz	219
RSM	Windmill Sprinkler	66
RSM	Westview CC Golf Course Maint.	
RSM	SWA 45th Street	3,372
Concrete	Dania Lake	8,665
Wood		16,350
Wood Chips		
Yard Waste		2,495
Metal		5,326
OCC		1,012
Mulch		
Total Yards		**64,620**

Remaining on ground at month end	Yards
RSM	0
Totals	**0**

Sun Recycling III - Transfer Station
3251 S.W. 26th TERRACE
Dania Beach, Fl 33312
January 2008

Inbound Material	Yards	%
C&D Unseparated	82,837	85%
Roofing Debris	12,191	12%
Concrete		0%
Yard Waste	2,016	2%
Wood	54	0%
Mulch		0%
Metal		0%
RSM		0%
Passenger/Truck Tires		0%
Landclearing	657	1%
Pilings/Telephone Poles	225	0%
Total Yards	**97,980**	**100%**

Outbound Material	Outbound Destination	Yards
C&D	Central Sanitary Landfill	12,541
C&D	Orange County Environmental	4,288
RSM	Broward County Landfill	2,493
RSM	Miguel Zalasan	761
RSM	Biscayne Landing	6,940
RSM	Lake Worth Landfill	1,401
RSM	SWA 45th Street	4,175
RSM	Windmill Sprinkler	66
Concrete	Dania Lake	11,399
Wood		19,976
Wood Chips		
Yard Waste		2,971
Metal		5,671
OCC		1,108
Mulch		
Total Yards		**73,790**

Remaining on ground at month end	Yards
RSM	375
Totals	**375**

CK 2/15

Sun Recycling III - Transfer Station
3251 S.W. 26th TERRACE
Dania Beach, Fl 33312
February 2008

Inbound Material	Yards	%
C&D Unseparated	77,819	84%
Roofing Debris	11,797	13%
Concrete		0%
Yard Waste	2,333	3%
Wood	50	0%
Mulch		0%
Metal		0%
RSM		0%
Passenger/Truck Tires		0%
Landclearing	277	0%
Pilings/Telephone Poles	223	0%
Total Yards	**92,499**	**100%**

Outbound Material	Outbound Destination	Yards
C&D	Central Sanitary Landfill	12,910
C&D	Orange County Environmental	3,815
RSM	Broward County Landfill	2,812
RSM	Miguel Zalasan	
RSM	Biscayne Landing	
RSM	Lake Worth Landfill	8,291 *
RSM	SWA 45th Street	3,646
RSM	Windmill Sprinkler	66
Concrete	Dania Lake	10,996
Wood		19,715
Wood Chips		
Yard Waste		3,625
Metal		6,344
OCC		896
Mulch		
Total Yards		**73,116**

Remaining on ground at month end	Yards
RSM	60
Totals	**60**

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3/13/08

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Sun Recycling III - Transfer Station
3251 S.W. 26th TERRACE
Dania Beach, Fl 33312
March 2008

Inbound Material	Yards	%
C&D Unseparated	85,329	86%
Roofing Debris	10,511	11%
Concrete		0%
Yard Waste	2,344	2%
Wood	16	0%
Mulch		0%
Metal		0%
RSM		0%
Passenger/Truck Tires		0%
Landclearing	484	0%
Pilings/Telephone Poles	146	0%
Total Yards	**98,830**	**100%**

Outbound Material	Outbound Destination	Yards
C&D	Central Sanitary Landfill	16,456
C&D	Orange County Environmental	2,910
RSM	Cathleen Smith	20
RSM	Riesgo Lazoro	1,554
RSM	Victor Cutino	1,374
RSM	Joe Ciresi	371
RSM	Hortenza Harrison	832
RSM	George Lewis	310
RSM	Stan Wood	280
RSM	Ramiro Perez	1,445
RSM	Gilbert Perez	1,635
RSM	Conrad Hibbert	1,316
RSM	Diamond Valley Dev	250
RSM	Broward County Landfill	
RSM	Miguel Zalasan	63
RSM	Biscayne Landing	
RSM	Lake Worth Landfill	1,182 *
RSM	SWA 45th Street	4,146
RSM	Windmill Sprinkler	384
Concrete	Dania Lake	7,989
Concrete	Stan Wood	40
Wood		19,005
Wood Chips		
Yard Waste		4,436
Metal		7,205
OCC		884
Mulch		
Total Yards		**74,087**

Remaining on ground at month end	Yards
RSM	100
Totals	**100**

SWA
SOLID WASTE AUTHORITY
YOUR PARTNER FOR SOLID WASTE SOLUTIONS

RECYCLING FACILITY MANAGEMENT REPORT

MONTH October 2007

PERMITTEE : Sun Recycling, LLC
PERMIT # : PB 0061 CD00
ADDRESS : 6911 Wallis Road, West Palm Beach, FL 33413
PHONE : (561-582-6688)
CONTACT PERSON : Charles Gusmano

SWS
FRANK EGRMUDEZ
954-868 1339

TOTAL WASTE REC'D (CYs) : 94516 C/D 1734 YT

	STORED ON SITE (CYs)	SHIPPED (CYs)	
Yard Trash (YT)	125		
C/D	550		
Wood	50	17380	
Mulch	300	1680	
Cardboard	100	750	
Paper	=		
Aluminum	35	190	
Ferrous	210	6548	
Glass	—		
Plastic	—		
Clean Fill	1500	2570	
Other Concrete	1800	7561	
Palms Logs/Stumps	10		
C/D RSM (Fines)	250	4075	**DISPOSAL FACILITY** 45th St. SWA
C/D Residue		14575	Okeechobee Landfill
~~Class I~~		2916	Lake Worth Landfill
~~Class III~~		1380	Acreage

	SHIPPED (CYs)	RECEIVING FACILITY
WASTE (unprocessed) TRANSHIPPED TO OTHER RECYCLING FACILITIES		

Signature

SWA
SOLID WASTE AUTHORITY
YOUR PARTNER FOR SOLID WASTE SOLUTIONS

RECYCLING FACILITY MANAGEMENT REPORT

MONTH December 2007

PERMITTEE : Sun Recycling, LLC
PERMIT # : PB 0061 CD00
ADDRESS : 6911 Wallis Road, West Palm Beach, FL 33413
PHONE : (561-582-6688) **CONTACT PERSON : Charles Gusmano**

TOTAL WASTE REC'D (CYs) : 81937 C/D 1606 YT

	STORED ON SITE (CYs)	SHIPPED (CYs)
Yard Trash (YT)	Ø	Ø
C/D	2140	
Wood	410	14400
Mulch	300	1515
Cardboard	200	800
Paper	—	—
Aluminum	110	110
Ferrous	250	4514
Glass	—	—
Plastic	—	—
Clean Fill	2000	
Other Concrete	700	8798
C/D RSM (Fines)	5	4811
C/D Residue		8887
~~Class I~~		281
~~Class III~~		5857

DISPOSAL FACILITY
SWA-45th St
Okeechobee Landfill
Lake North Landfill
Acreage

	SHIPPED (CYs)	RECEIVING FACILITY
WASTE (unprocessed) TRANSHIPPED TO OTHER RECYCLING FACILITIES		

Signature

SWA
SOLID WASTE AUTHORITY
YOUR PARTNER FOR SOLID WASTE SOLUTIONS

RECYCLING FACILITY MANAGEMENT REPORT

MONTH Jan 2008

PERMITTEE : Sun Recycling, LLC
PERMIT # : PB 0061 CD00
ADDRESS : 6911 Wallis Road, West Palm Beach, FL 33413
PHONE : (561-582-6688) **CONTACT PERSON : Charles Gusmano**

TOTAL WASTE REC'D (CYs) : 96871 C/D 2863 YT

	STORED ON SITE (CYs)	SHIPPED (CYs)
Yard Trash (YT)	50	—
C/D	1460	11976
Wood	260	15500
Mulch	50	1689
Cardboard	125	926
Paper		
Aluminum	47	170
Ferrous	450	6182
Glass		
Plastic		
Clean Fill	15	
Other Concrete	4000	9403
Stumps/Logs/Palms	15	
C/D RSM (Fines)	15	5760
C/D Residue		2734
Class I		6426
Class III		

DISPOSAL FACILITY
Lake Worth Landfill
SWA 45th St
Acreage
Okeechobee

	SHIPPED (CYs)	RECEIVING FACILITY
WASTE (unprocessed) TRANSHIPPED TO OTHER RECYCLING FACILITIES		

Signature

RECYCLING FACILITY MANAGEMENT REPORT

SWA
SOLID WASTE AUTHORITY
YOUR PARTNER FOR SOLID WASTE SOLUTIONS

MONTH February 2008

PERMITTEE : Sun Recycling, LLC
PERMIT # : PB 0061 CD00
ADDRESS : 6911 Wallis Road, West Palm Beach, FL 33413
PHONE : (561-582-6688) **CONTACT PERSON : Charles Gusmano**

TOTAL WASTE REC'D (CYs) : 84500 C/D 2531 YT

	STORED ON SITE (CYs)	SHIPPED (CYs)
Yard Trash (YT)	150	9535
C/D	860	
Wood	360	14691
Mulch	30	1430
Cardboard	200	1050
Paper		
Aluminum	66	110
Ferrous	110	5169
Glass		
~~Plastic~~ Tires		40
Clean Fill	10	
Other Concrete	4200	6684
Stumps/Logs/Palms	30	
C/D RSM (Fines)		1869
C/D Residue		8294
Class I		
Class III		

DISPOSAL FACILITY
SWA 45th St
Acreage
Okeechobee Landfill
Lake Worth Landfill

	SHIPPED (CYs)	RECEIVING FACILITY
WASTE (unprocessed) TRANSHIPPED TO OTHER RECYCLING FACILITIES		

Signature

SWA
SOLID WASTE AUTHORITY
YOUR PARTNER FOR SOLID WASTE SOLUTIONS

RECYCLING FACILITY MANAGEMENT REPORT

MONTH August 2007

PERMITTEE : Sun Recycling, LLC
PERMIT # :
ADDRESS : 790 Hillbrath Dr., Lantana, FL 33462
PHONE : 561-582-6022
CONTACT PERSON : Charles Gusmano

TOTAL WASTE REC'D (CYs) : 35614 C/D · 508 YT
35,614 ✓

OK

	STORED ON SITE (CYs)	SHIPPED (CYs)
Yard Trash (YT)		750 ✓
C/D		
Wood		7198 ✓
Mulch		
Cardboard		348 ✓
Paper		
Aluminum		40 ✓
Ferrous		2024 ✓
Glass		
Plastic		
Clean Fill		
Other Concrete		5004 ✓
C/D RSM (Fines)		4254 ✓
C/D Residue		3775 ✓
Class I		3315 ✓
Class III		

DISPOSAL FACILITY
Sun IV / LAKE WORTH LANDFILL
Okeechobee Landfill
Mount Dora

WASTE (unprocessed) TRANSHIPPED TO OTHER RECYCLING FACILITIES	SHIPPED (CYs)	RECEIVING FACILITY

OK

Signature _____

SWA
SOLID WASTE AUTHORITY
YOUR PARTNER FOR SOLID WASTE SOLUTIONS

RECYCLING FACILITY MANAGEMENT REPORT

MONTH September 2007

PERMITTEE : Sun Recycling, LLC
PERMIT # :
ADDRESS : 790 Hillbrath Dr., Lantana, FL 33462
PHONE : 561-582-6662
CONTACT PERSON : Charles Gusmano

TOTAL WASTE REC'D (CYs) : 30557 C/D 93 YT

	STORED ON SITE (CYs)	SHIPPED (CYs)
Yard Trash (YT)	20	450
C/D	1015	6478
Wood	10	448
Mulch		40
Cardboard		1613
Paper		4201
Aluminum	50	3038
Ferrous	20	911
Glass		1710
Plastic		2945
Clean Fill	35	
Other Concrete	5	
C/D RSM (Fines)		
C/D Residue		
~~Class I~~		
~~Class III~~		

DISPOSAL FACILITY
Lake Worth Landfill
SWA - 45th St
Okeechobee Landfill
Mt Dora Disposal

WASTE (unprocessed) TRANSHIPPED TO OTHER RECYCLING FACILITIES	SHIPPED (CYs)	RECEIVING FACILITY

Signature

7501 North Jog Road, West Palm Beach, Florida 33412 (561) 640-4000 FAX (561) 640-3400

Recycled paper

SWA
SOLID WASTE AUTHORITY
YOUR PARTNER FOR SOLID WASTE SOLUTIONS

RECYCLING FACILITY MANAGEMENT REPORT

MONTH October 2007

PERMITTEE : Sun Recycling, LLC
PERMIT # :
ADDRESS : 790 Hillbrath Dr., Lantana, FL 33462
PHONE : 561-582-6622
CONTACT PERSON : Charles Gusmano

TOTAL WASTE REC'D (CYs) : 34929 C/D 158 YT

	STORED ON SITE (CYs)	SHIPPED (CYs)
Yard Trash (YT)	20	500
C/D	250	
Wood	250	6988
Mulch		
Cardboard	45	216
Paper		
Aluminum	40	40
Ferrous	75	1605
Glass		
Plastic		
Clean Fill	10	
Other Concrete	40	5800
C/D RSM (Fines)	20	650
C/D Residue		1481
~~Class I~~		5020
~~Class III~~		3284

DISPOSAL FACILITY
Okeechobee Landfill
SWA - 45th St
Mt Dora Disposal & Fill
Lake Worth Landfill

WASTE (unprocessed) TRANSHIPPED TO OTHER RECYCLING FACILITIES

SHIPPED (CYs)	RECEIVING FACILITY

Signature

7501 North Jog Road, West Palm Beach, Florida 33412 (561) 640-4000 FAX (561) 640-3400

Recycled paper

SWA
SOLID WASTE AUTHORITY
YOUR PARTNER FOR SOLID WASTE SOLUTIONS

RECYCLING FACILITY MANAGEMENT REPORT

MONTH November 2007

PERMITTEE : Sun Recycling, LLC
PERMIT # :
ADDRESS : 790 Hillbrath Dr., Lantana, FL 33462
PHONE : 561-582-6622
CONTACT PERSON : Charles Gusmano

TOTAL WASTE REC'D (CYs) : 33931 C/D 173 YT

	STORED ON SITE (CYs)	SHIPPED (CYs)
Yard Trash (YT)	50	550
C/D	450	4631
Wood	250	6414
Mulch		
Cardboard	40	416
Paper		
Aluminum	15	80
Ferrous	100	1759
Glass		
Plastic		
Clean Fill	60	
Other Concrete Stumps/Logs	120	4120
C/D RSM (Fines)		994
C/D Residue	125	3220
Class I		
Class III		

DISPOSAL FACILITY
SWA-45th St
Lake Worth Landfill

WASTE (unprocessed) TRANSHIPPED TO OTHER RECYCLING FACILITIES	SHIPPED (CYs)	RECEIVING FACILITY

Signature

SWA
SOLID WASTE AUTHORITY
YOUR PARTNER FOR SOLID WASTE SOLUTIONS

RECYCLING FACILITY MANAGEMENT REPORT

MONTH December 2007

PERMITTEE : Sun Recycling, LLC
PERMIT # :
ADDRESS : 790 Hillbrath Dr., Lantana, FL 33462
PHONE : 561-582-6688
CONTACT PERSON : Charles Gusmano

TOTAL WASTE REC'D (CYs) : 30760 C/D · 128 YT

	STORED ON SITE (CYs)	SHIPPED (CYs)
Yard Trash (YT)	40	450
C/D	609	
Wood	100	7198
Mulch	–	
Cardboard	–	416
Paper	–	
Aluminum	30	90
Ferrous	25	2303
Glass	–	
Plastic	–	
Clean Fill	5	
Other Concrete	5	4000
C/D RSM (Fines)	25	1667
C/D Residue		3016
~~Class I~~		3240
~~Class III~~		60
		20

DISPOSAL FACILITY
SWA-45th Stred
Okeechobee
Lake Worth Landfill
Sun IV
SWA-45th St

WASTE (unprocessed) TRANSHIPPED TO OTHER RECYCLING FACILITIES	SHIPPED (CYs)	RECEIVING FACILITY

Signature

SWA
SOLID WASTE AUTHORITY
YOUR PARTNER FOR SOLID WASTE SOLUTIONS

RECYCLING FACILITY MANAGEMENT REPORT

MONTH Jan 2008

PERMITTEE : Sun Recycling, LLC
PERMIT # :
ADDRESS : 790 Hillbrath Dr., Lantana, FL 33462
PHONE : 561-582-6688
CONTACT PERSON : Charles Gusmano

TOTAL WASTE REC'D (CYs) : 31626 C/D 115 YT

	STORED ON SITE (CYs)	SHIPPED (CYs)
Yard Trash (YT)	60	600
C/D	600	2700
Wood	300	6748
Mulch		
Cardboard	70	310
Paper		
Aluminum	35	80
Ferrous	140	1562
~~Glass~~ Tires		20
Plastic		
Clean Fill	50	
Other Concrete	40	4280
Palms/Logs/Stumps	5	
C/D RSM (Fines)	60	1188
C/D Residue		3160
Class I		60
Class III		

DISPOSAL FACILITY
SWA 45th St
Lake Worth Landfill
Sun IV
Okeechobee

WASTE (unprocessed) TRANSHIPPED TO OTHER RECYCLING FACILITIES	SHIPPED (CYs)	RECEIVING FACILITY

Signature [signature]

RECYCLING FACILITY MANAGEMENT REPORT

SWA
SOLID WASTE AUTHORITY
YOUR PARTNER FOR SOLID WASTE SOLUTIONS

MONTH February 2008

PERMITTEE : Sun Recycling, LLC
PERMIT # :
ADDRESS : 790 Hillbrath Dr, Lantana, FL 33462
PHONE : 561-582-6622
CONTACT PERSON : Charles Gusmano

TOTAL WASTE REC'D (CYs): 32943 C/D 117 YT

	STORED ON SITE (CYs)	SHIPPED (CYs)
Yard Trash (YT)		
C/D	760	550
Wood	125	3630
Mulch		8466
Cardboard	70	
Paper		440
Aluminum	35	
Ferrous	110	100
Glass		1833
Plastic		
Clean Fill		
Other Concrete	45	3980
Tires		40
C/D RSM (Fines)	85	1177
C/D Residue		2920
Class I		
Class III		

DISPOSAL FACILITY
SWA 45th St
Lake Worth Landfill
Sun IV

WASTE (unprocessed) TRANSHIPPED TO OTHER RECYCLING FACILITIES	SHIPPED (CYs)	RECEIVING FACILITY

Signature

7501 North Jog Road, West Palm Beach, Florida 33412 (561) 640-4000 FAX (561) 640-3400

SWA
SOLID WASTE AUTHORITY
YOUR PARTNER FOR SOLID WASTE SOLUTIONS

RECYCLING FACILITY MANAGEMENT REPORT

MONTH March 2008

PERMITTEE : Sun Recycling, LLC
PERMIT # :
ADDRESS : 790 Hillbrath Dr., Lantana, FL 33426
PHONE : 561-582-6688 **CONTACT PERSON :** Charles Gusmano

TOTAL WASTE REC'D (CYs) : 32249 C/D 98 YT

	STORED ON SITE (CYs)	SHIPPED (CYs)	DISPOSAL FACILITY
Yard Trash (YT)		600	
C/D			
Wood		7900	
Mulch			
Cardboard		440	
Paper			
Aluminum		100	
Ferrous		2061	
Glass			
Plastic			
Clean Fill			
Other Concrete		3900	
Tires		40	
C/D RSM (Fines)		270	Okeechobee Landfill
C/D Residue		3255	Central Landfill
Class I		320	Lake Worth Landfill
Class III		2361	SWA-45th St
		1352	Sun IV

	SHIPPED (CYs)	RECEIVING FACILITY
WASTE (unprocessed) TRANSHIPPED TO OTHER RECYCLING FACILITIES		

Signature _____

7501 North Jog Road, West Palm Beach, Florida 33412 (561) 640-4000 FAX (561) 640-3400

Recycled paper

Attachment B

Geotechnical Testing Report

DUNKELBERGER
engineering & testing, inc.
www.dunkelberger-engineering.com

- Fort Lauderdale
- Lakeland
- Port Saint Lucie
- Sarasota
- West Palm Beach

877.643.6832

Mock Roos & Associates, Inc.
5720 Corporate Way
West Palm Beach, Florida 33407

July 13, 2010
Project No. WPB-10-7890

Attention: Mr. Thomas Biggs, P.E.

Subject: **Lake Worth Closed Landfill**
City of Lake Worth, Florida

Gentlemen:

INTRODUCTION

Pursuant to your verbal authorization to proceed, Dunkelberger Engineering & Testing, Inc. (Dunkelberger) has completed geotechnical services pertaining to the Lake Worth Closed Landfill, located at the intersection of South "E" Street and Washington Avenue in the City of Lake Worth, Florida. This report presents the factual information obtained from field and laboratory work and our discussions relative to the key findings from the field and laboratory work.

PROJECT CONSIDERATIONS

We understand that the City of Lake Worth suspects that the closed landfill includes a clay cap that is covered by a nominal thickness of 2 feet of sand. The sand cover is overlain by 2 feet (nominal thickness) of recover screen material (RSM). The City has contracted Mock Roos & Associates, Inc. to determine the actual thickness of the RSM and the sand cover, and to characterize the engineering and chemical composition of these materials. Dunkelberger has performed this work on behalf of Mock Roos & Associates, Inc.

SITE CONDITIONS

The Lake Worth Closed Landfill is located at the southern terminus of South "E" Street at its intersection with Washington Avenue. The picture to the left shows an overall view of the landfill. A portion of South "E" Street can also be seen in the photograph. Based on topographic data provided by Mock Roos & Associates, Inc., ground surface elevations across the landfill range between +30 feet and +45 feet with respect to the National Geodetic Vertical Datum of 1929 (NGVD).

Surficial soils across the landfill are sporadically exposed and are typically composed of granular materials with varying amounts of gravel to cobble-sized concrete, brick and clay tile fragments as evidenced in the photograph to the right. Other areas of the ground surface are covered by moderately dense to dense vegetation as can be seen in the photograph below.

SUBSURFACE CONDITIONS

Exploration

The subsurface conditions across the landfill were explored with thirty (30) auger profile borings (designated Borings AB-1 through AB-30) that were drilled to depths of 0.8 to 5.5 feet below the existing ground surface. Mock Roos & Associates, Inc. determined the locations of the borings. A plan showing the boring locations is provided on Sheet 1.

The borings were accomplished utilizing a combination of hand-turned augering equipment and a Central Mine Equipment Model 45B (CME 45B) drilling rig that employed continuous augering techniques. Upon completion of most of the borings, the boreholes were backfilled with soil cuttings. However, in some cases (Borings AB-9, AB-14, AB-15, AB-17, AB-21 and AB-25) the borings were backfilled using bentonite pellets. The bentonite pellets were utilized to re-seal the top of the clay cap that was slightly penetrated at these locations during the drilling operations. The pellets were used to backfill the bottom 1 to 1.5 feet of the holes and then hydrated with water in order to activate the pellets. The remainder of the hole was then backfilled with soil cuttings.

The samples obtained from the borings were placed in sealed containers and transported to the laboratory for visual examination and classification using Unified Soil Classification System terminology (ASTM D 2487). Subsurface profiles are presented on Sheets 2A through 2D. They are plotted to elevation using topographic data provided by Mock Roos & Associates, Inc.

A bulk sample of the RSM was also obtained in four 5-gallon buckets for gradation testing. The bulk sample was obtained from 0.5 to 2.5 feet below the ground surface using a combination of a hand-held spaded-shovel and bucket auger.

Stratigraphy

The results of the auger profile borings show that the RSM has a thickness of between 0.8 and 3.6 feet below the top of the ground surface. The RSM is composed of slightly silty to silty sand intermixed with gravel to cobble-sized concrete, brick and clay tile fragments which is consistent with observations made during our site visit. At the locations of Borings AB-1, AB-12, AB-14, AB-15, AB-17, AB-19, AB-23 and AB-27 the RSM was not present. Instead, a clean to slightly silty sand was found at the ground surface. Underlying the RSM is relatively clean to slightly silty sands (cover) that extend to depths between 2 and 5.5 feet below the ground surface. Between these depths the top of the clay cap was found with the exception of Boring AB-26 where the clay cap was found directly below the RSM. At the locations of Borings AB-12, AB-14, AB-17, AB-19 through AB-21 and AB-25, the clay cap was not found within the depths explored. Of special note, at the locations of Borings AB-14 and AB-19 a petroleum odor was detected within the soil matrix at depths of 1 to 5 feet.

Groundwater

Given the elevated nature of the landfill, the groundwater table was not found in any of the borings drilled.

LABORATORY TEST RESULTS

Ten (10) samples of the RSM and two samples of the cover sands (Boring AB-19 and AB-27) recovered from the borings were subjected to moisture content tests, gradation (sieve analysis) tests and organic content tests to provide information to aid in classification of these soils. The bulk sample was also tested for grain size distribution. A summary of the moisture contents, sieve analysis and organic content test results is presented in the table hereafter.

Boring No.	Depth Interval (feet)	Moisture Content (%)	Organic Content (%)	Amount Passing No. 200 Sieve (%)	USCS Classification	Material Type
AB-2	0.0 – 1.5	6.2	4.3	11.8	SP-SM	RSM
AB-4	0.0 – 2.0	8.8	3.9	15.5	SM	RSM
AB-8	0.0 – 1.0	14.2	5.4	12.0	SM	RSM
AB-10	0.0 – 2.5	28.5	3.8	13.9	SM	RSM
AB-11	0.0 – 2.4	15.1	2.7	15.2	SM	RSM
AB-16	0.0 – 2.0	12.4	2.9	12.0	SM	RSM
AB-19	0.0 – 5.0	6.4	0.9	6.5	SP-SM	Cover
AB-20	0.0 – 3.6	12.7	3.2	17.1	SM	RSM
AB-22	0.0 – 2.5	14.8	2.6	20.0	SM	RSM

Boring No.	Depth Interval (feet)	Moisture Content (%)	Organic Content (%)	Amount Passing No. 200 Sieve (%)	USCS Classification	Material Type
AB-25	0.0 – 1.5	15.0	3.8	13.1	SM	RSM
AB-27	0.0 – 0.5	11.4	3.2	9.9	SP-SM	Cover
AB-29	0.0 – 1.0	10.2	4.3	19.6	SM	RSM
Bulk Sample	0.0 – 4.0	--	2.6	18.0	SM	RSM

Note: Except for Bulk Sample, amount passing No. 200 Sieve was measured only for that portion of sample passing the 1" Sieve.

The results of the sieve analysis show indicate that the bulk sample of RSM is a silty, gravelly sand with some cobbles. A grain size distribution curve for the sieve analysis is provided on Sheet 3.

Photographs of the bulk RSM sample are shown below.

The chemical composition of the RSM and underlying sands was also determined as part of the laboratory testing program. The hand auger equipment used to collect the soil specimens was cleaned prior to and between successive sample locations using potable water and a reagent grade detergent solution and rinsed with potable water. The photograph to the right shows the process.

The soil samples were placed in laboratory supplied containers, placed in a thermally insulated cooler and transported to Palm Beach Environmental Laboratories, Inc. in West Palm Beach, Florida for analysis.

The collected soil samples were analyzed for the 8 RCRA metals (arsenic, barium, cadmium, chromium, lead, mercury, selenium and silver). A summary of the soil analytical results is provided in the attached Table.

As shown in the table, four of the RSM samples analyzed yielded concentrations of arsenic which exceeds the residential direct exposure Soil Cleanup Target Level (SCTL) of 2.1 milligrams per kilogram (mg/kg) per Chapter 62-777, Florida Administrative Code (FAC). The elevated concentrations of arsenic were found at boring locations AB-4, AB-10, AB-11 and AB-29 with arsenic levels of 2.97 mg/kg, 2.81 mg/kg, 4.18 mg/kg and 3.71 mg/kg, respectively. The concentrations of arsenic did not exceed the Commercial/Industrial direct exposure SCTL of 12 mg/kg. It should be noted that Synthetic Precipitation Leaching Procedure (SPLP) tests are required per Chapter 62-777, FAC to determine the leachability criteria for arsenic. This notwithstanding, the concentrations of arsenic are sufficiently low enough whereupon SPLP testing does not appear warranted. Further, we expect that the water table is more than 25 feet below the ground surface so the potential for arsenic in the surficial soils to leach into the groundwater is low. The remaining soil samples analyzed did not have metals concentrations which exceeded the direct exposure or Leachability SCTL's.

LIMITATIONS OF STUDY

Geotechnical engineering services have been performed for Mock Roos & Associates, Inc. in connection with the Lake Worth Closed Landfill located in the City of Lake Worth, Florida. The factual data presented herein was obtained using standard geotechnical exploration and laboratory testing methods. No other warranties are expressed or implied.

____oOo____

We are pleased to provide the geotechnical services for the subject project. Should you have any questions concerning the contents of this report, please feel free to contact us.

Very truly yours,

DUNKELBERGER ENGINEERING & TESTING, INC.

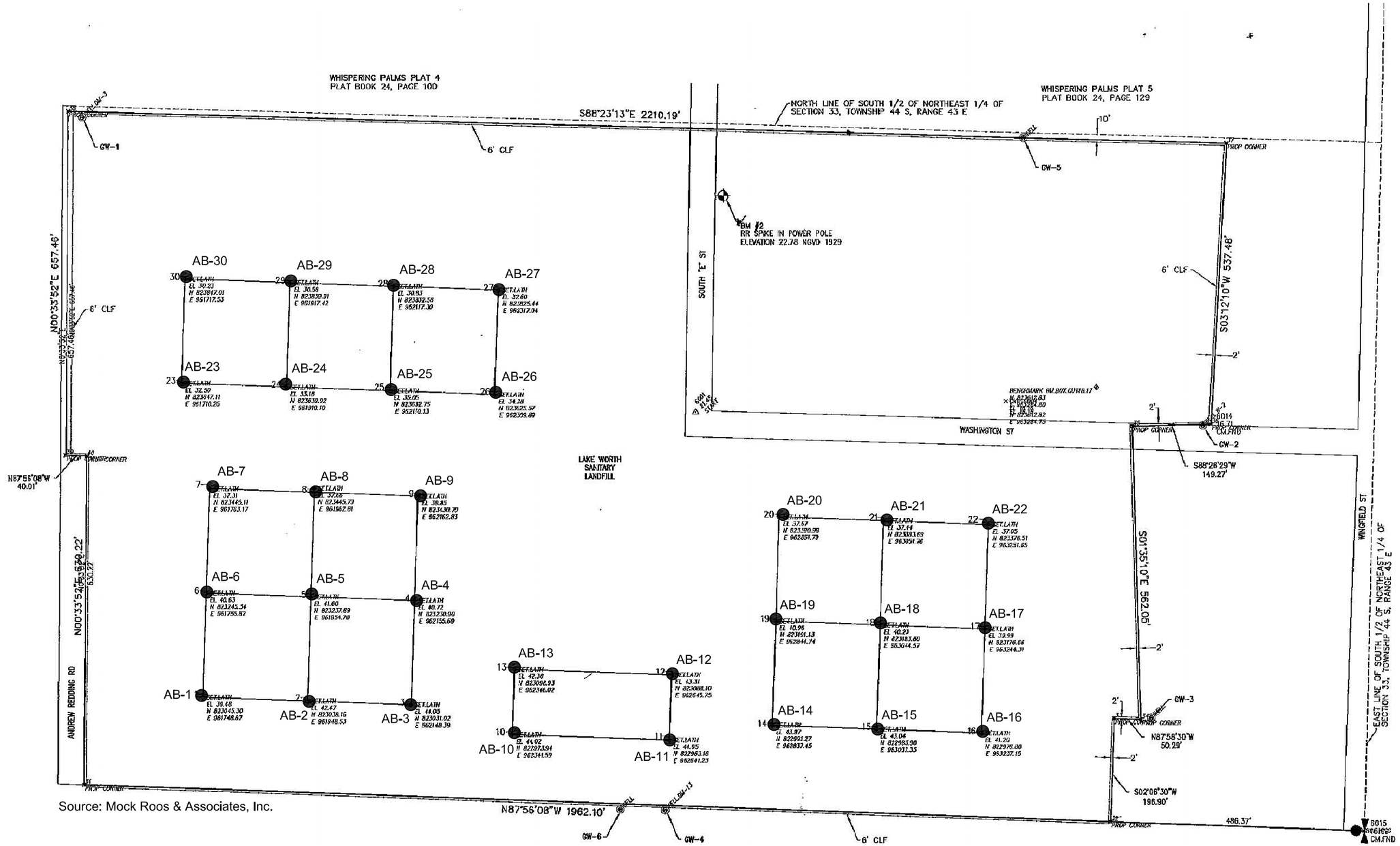
Jason DuBois
Project Manager

Kevin E. Aubry, P.E.
Geotechnical Services Manager
FL Registration No. 38175

7890rpt:jd

Attachments: Sheet 1 - Boring Location Plan
Sheets 2A through 2D – Subsurface Profiles
Sheet 3 – Grain Size Distribution Curve
Table – Summary Of Soil Analytical Results

cc: Addressee (4) . . . *via hand delivery*
(1) . . . *via pdf*



Source: Mock Roos & Associates, Inc.

0' 100' 200' 400'

Scale: 1" = 200'

LEGEND

AB-1 - AUGER BORING LOCATION AND NUMBER

DRAWN	GD
CHECKED	JD
APPROVED	KA
SCALE	1"= 200'
REVISED	

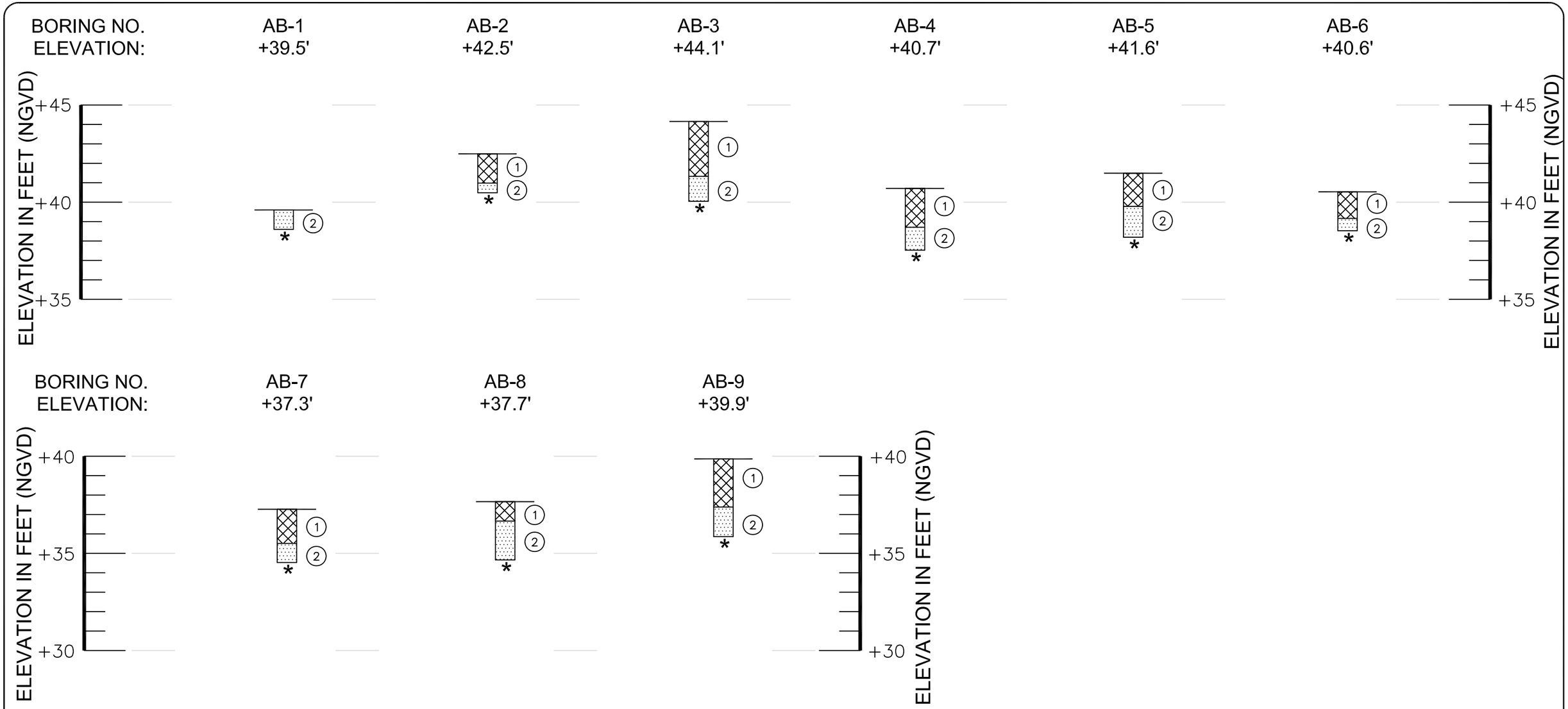
BORING LOCATION PLAN

LAKE WORTH CLOSED LANDFILL

CITY OF LAKE WORTH, FLORIDA

DUNKELBERGER engineering & testing, inc.

DATE	PROJ. NO.	SHEET
7-13-10	WPB-10-7890	1



LEGEND

(1) Brown to gray slightly silty to silty fine SAND with gravel to cobble-sized concrete, brick and clay tile fragments (SP-SM, SM) (Recover Screen Material)

(2) Light brown to brown-gray fine SAND, some lenses with silt (SP, SP-SM)

* – Indicates top of clay cap

SP – Unified Soil Classification System Group Symbol (ASTM D 2487)

AB-1 – Auger boring and number

NOTES

(1) Borings were drilled on June 21 and 22, 2010 using a combination of hand-turned augering equipment and a Central Mine Equipment Model 45B (CME 45B) drilling rig.

(2) Strata boundaries are approximate and represent soil strata at each test hole location only. Soil transitions may be more gradual than implied.

(3) Given the elevated nature of the site, the groundwater table was not found in any of the borings drilled.

(4) The ground surface elevations at the boring locations were determined by Mock Roos & Associates, Inc.

DRAWN	GD
CHECKED	JD
APPROVED	KA
SCALE	1" = 5'
REVISED	

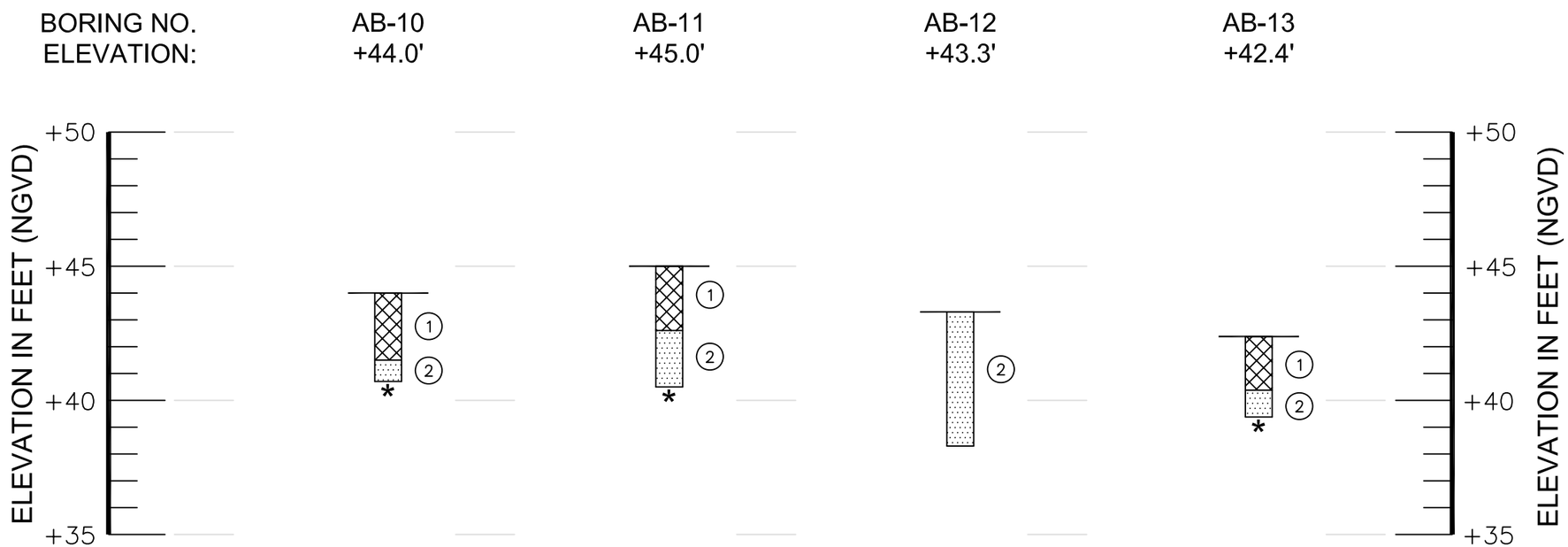
SUBSURFACE PROFILES

LAKE WORTH CLOSED LANDFILL

CITY OF LAKE WORTH, FLORIDA

DUNKELBERGER engineering & testing, inc.

DATE	PROJ. NO.	SHEET
7-13-10	WPB-10-7890	2A



LEGEND

(1) Brown to gray slightly silty to silty fine SAND with gravel to cobble-sized concrete, brick and clay tile fragments (SP-SM, SM) (Recover Screen Material)

(2) Light brown to brown-gray fine SAND, some lenses with silt (SP, SP-SM)

* – Indicates top of clay cap

SP – Unified Soil Classification System Group Symbol (ASTM D 2487)

AB-10 – Auger boring and number

NOTES

(1) Borings were drilled on June 21 and 22, 2010 using a combination of hand-turned augering equipment and a Central Mine Equipment Model 45B (CME 45B) drilling rig.

(2) Strata boundaries are approximate and represent soil strata at each test hole location only. Soil transitions may be more gradual than implied.

(3) Given the elevated nature of the site, the groundwater table was not found in any of the borings drilled.

(4) The ground surface elevations at the boring locations were determined by Mock Roos & Associates, Inc.

DRAWN	GD
CHECKED	JD
APPROVED	KA
SCALE	1" = 5'
REVISED	

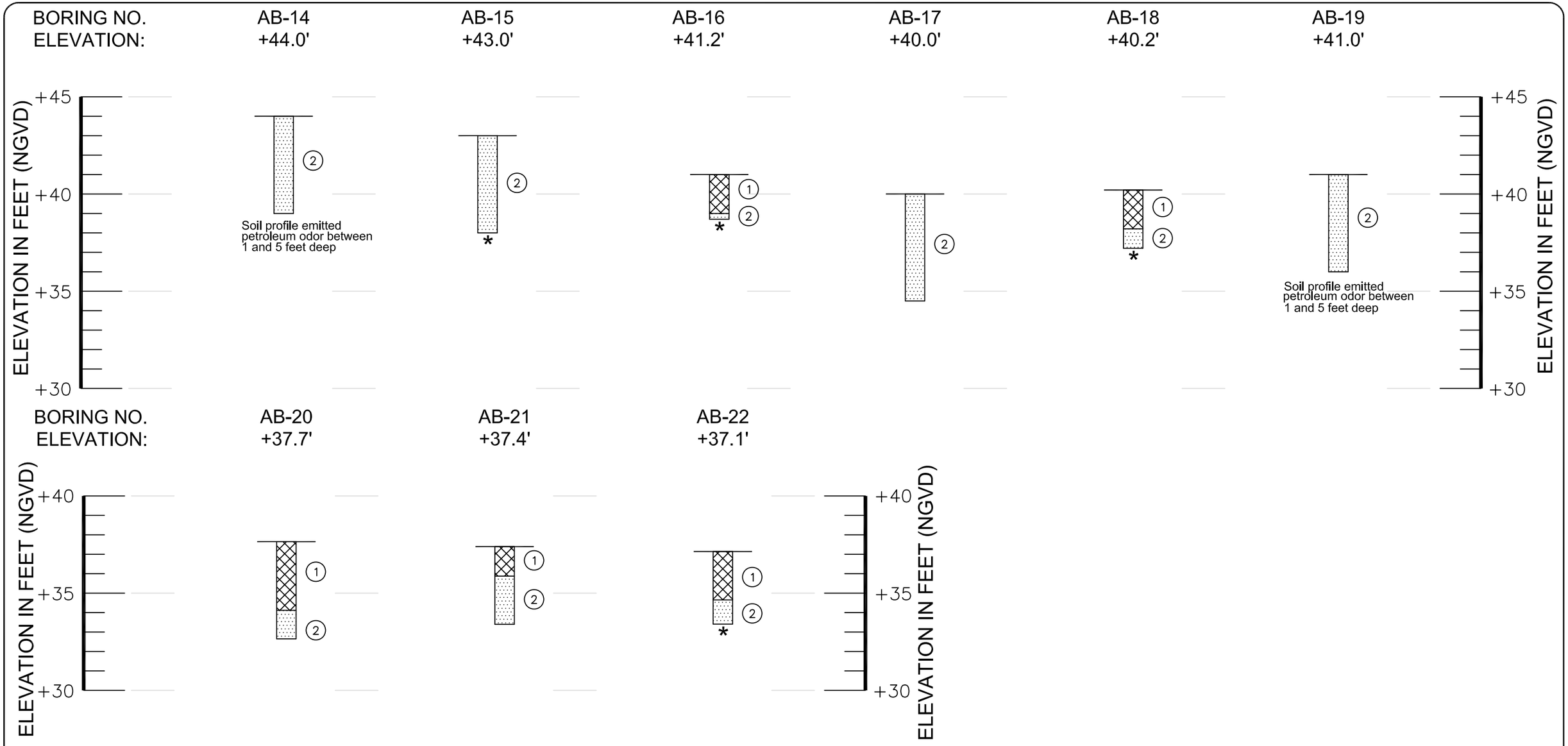
SUBSURFACE PROFILES

LAKE WORTH CLOSED LANDFILL

CITY OF LAKE WORTH, FLORIDA

DUNKELBERGER engineering & testing, inc.

DATE	PROJ. NO.	SHEET
7-13-10	WPB-10-7890	2B



LEGEND

(1) Brown to gray slightly silty to silty fine SAND with gravel to cobble-sized concrete, brick and clay tile fragments (SP-SM, SM) (Recover Screen Material)

(2) Light brown to brown-gray fine SAND, some lenses with silt (SP, SP-SM)

* – Indicates top of clay cap

SP – Unified Soil Classification System Group Symbol (ASTM D 2487)

AB-14 – Auger boring and number

NOTES

(1) Borings were drilled on June 21 and 22, 2010 using a combination of hand-turned augering equipment and a Central Mine Equipment Model 45B (CME 45B) drilling rig.

(2) Strata boundaries are approximate and represent soil strata at each test hole location only. Soil transitions may be more gradual than implied.

(3) Given the elevated nature of the site, the groundwater table was not found in any of the borings drilled.

(4) The ground surface elevations at the boring locations were determined by Mock Roos & Associates, Inc.

DRAWN	GD
CHECKED	JD
APPROVED	KA
SCALE	1" = 5'
REVISED	

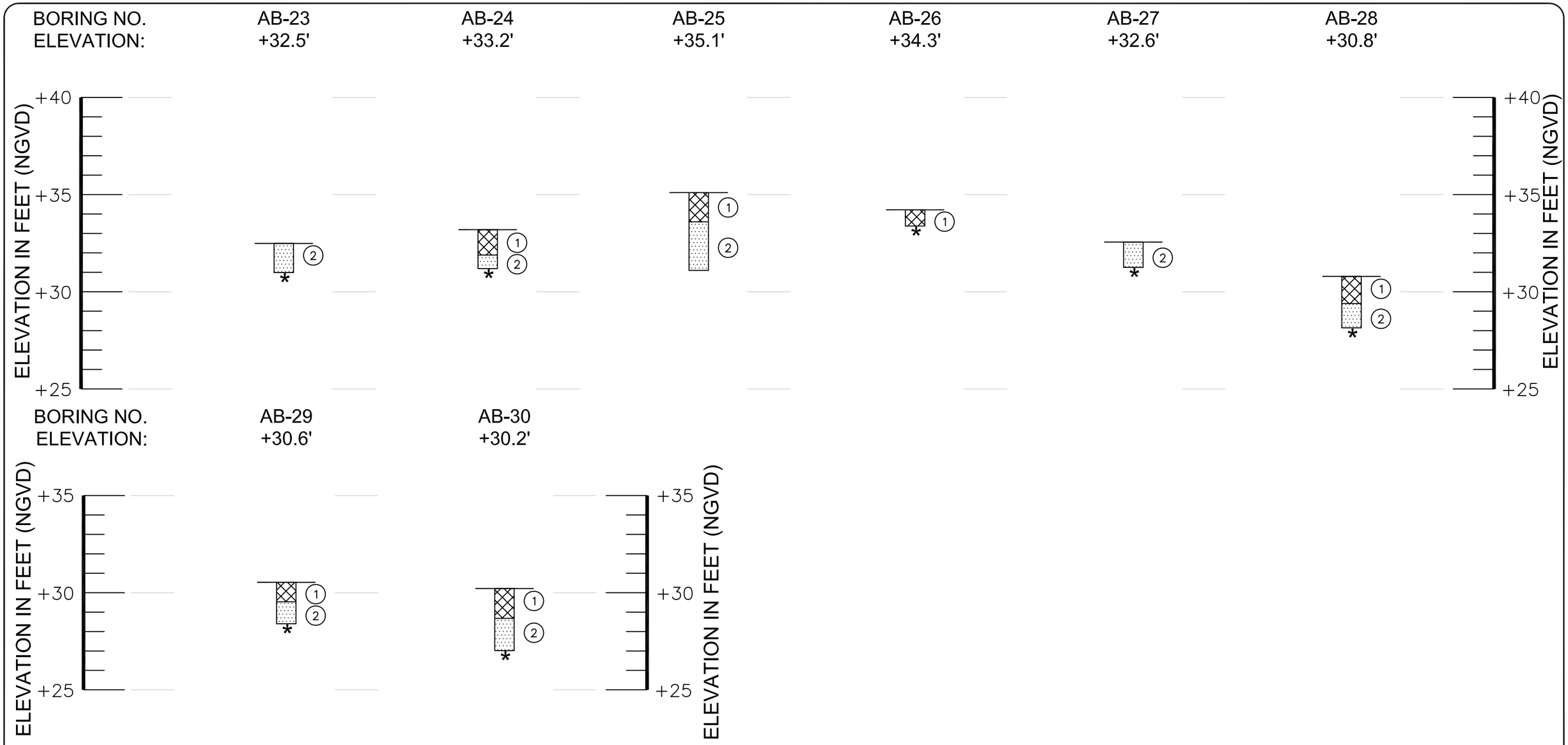
SUBSURFACE PROFILES

LAKE WORTH CLOSED LANDFILL

CITY OF LAKE WORTH, FLORIDA

DUNKELBERGER engineering & testing, inc.

DATE	PROJ. NO.	SHEET
7-13-10	WPB-10-7890	2C



LEGEND

(1) Brown to gray slightly silty to silty fine SAND with gravel to cobble-sized concrete, brick and clay tile fragments (SP-SM, SM) (Recover Screen Material)

(2) Light brown to brown-gray fine SAND, some lenses with silt (SP, SP-SM)

* – Indicates top of clay cap

SP – Unified Soil Classification System Group Symbol (ASTM D 2487)

AB-23 – Auger boring and number

NOTES

(1) Borings were drilled on June 21 and 22, 2010 using a combination of hand-turned augering equipment and a Central Mine Equipment Model 45B (CME 45B) drilling rig.

(2) Strata boundaries are approximate and represent soil strata at each test hole location only. Soil transitions may be more gradual than implied.

(3) Given the elevated nature of the site, the groundwater table was not found in any of the borings drilled.

(4) The ground surface elevations at the boring locations were determined by Mock Roos & Associates, Inc.

DRAWN	GD
CHECKED	JD
APPROVED	KA
SCALE	1" = 5'
REVISED	

SUBSURFACE PROFILES

LAKE WORTH CLOSED LANDFILL

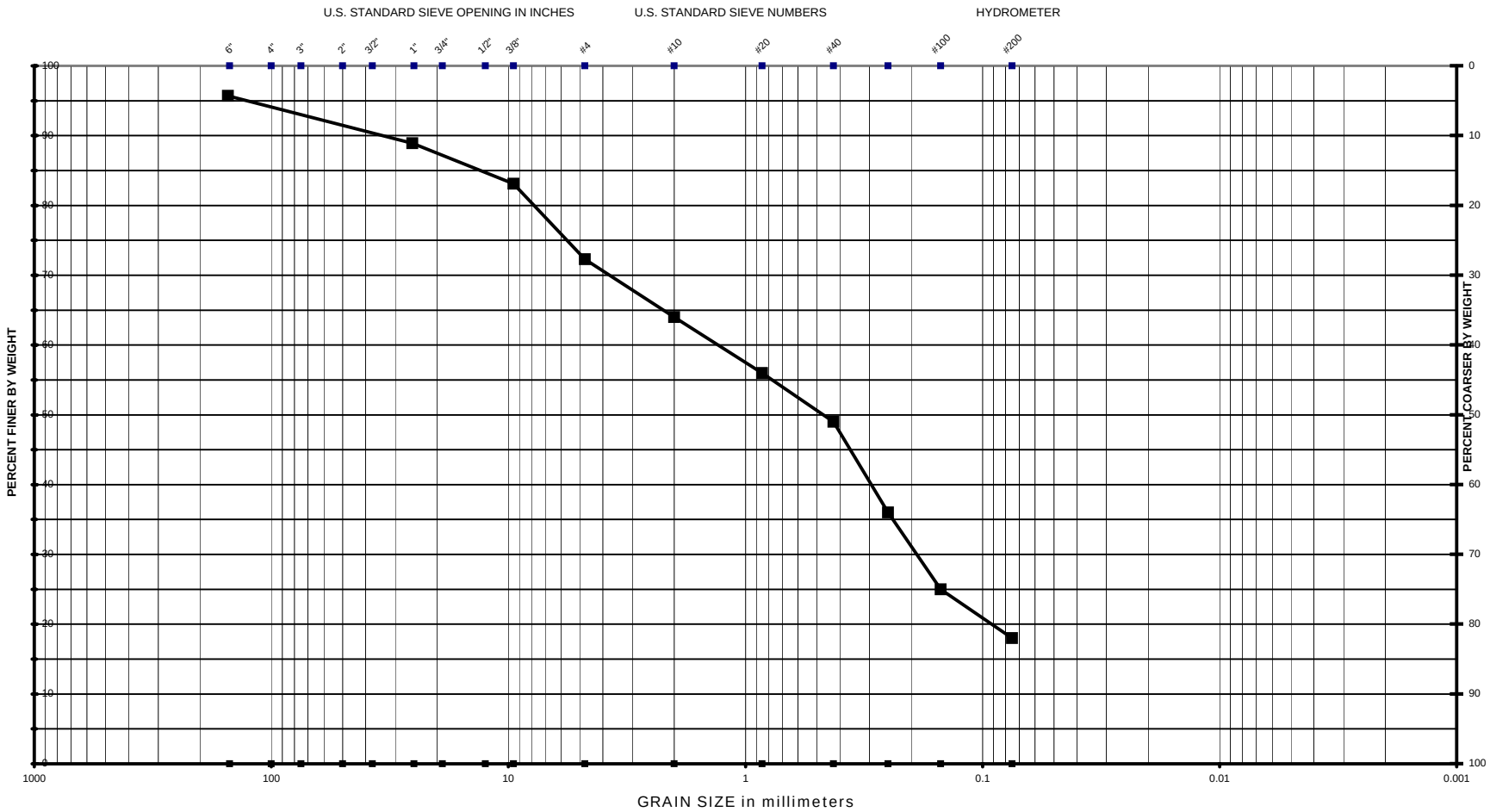
CITY OF LAKE WORTH, FLORIDA

DUNKELBERGER engineering & testing, inc.

DATE	PROJ. NO.	SHEET
7-13-10	WPB-10-7890	2D

DUNKELBERGER ENGINEERING & TESTING, INC.

Geotechnical-Materials Testing-Inspection-Environmental



Project Name : Lake Worth Closed Landfill

Project No. : WPB-10-7890

Date : 7/2/2010

Sample No.		SOIL DESCRIPTION	OC%
		Gray SAND with gravel and silt (SM)	2.6

U.S. Sieve No.	% Passing
6"	95.7
1"	88.9
3/8"	83.1
#4	72.3
#10	64
#20	56
#40	49
#60	36
#100	25
#200	18

TABLE
Summary of Soil Analytical Results
Lake Worth Closed Landfill
City of Lake Worth, Florida
Dunkelberger Project No. WPB-10-7890

Sample Number	Sample Date	Sample Depth Interval (feet)	Arsenic	Barium	Cadmium	Chromium	Lead	Mercury	Selenium	Silver
SCTL - Leachability[1]	**-**	**-**	******	**1,600**	**7.5**	**38**	******	**2.1**	**5.2**	**17**
SCTL - Residential[2]	**-**	**-**	**2.1**	**120**	**82**	**210**	**400**	**3.0**	**440**	**410**
SCTL - Commercial[3]	**-**	**-**	**12**	**130,000**	**1,700**	**470**	**1,400**	**17**	**11,000**	**8,200**
AB-2	6/21/2010	0.0 - 1.5	0.40	6.2	< 0.003	2.8	2.79	< 0.0005	< 0.003	< 0.002
AB-2	6/21/2010	1.5 - 2.0	0.07	0.8	< 0.003	0.8	0.206	< 0.0005	< 0.003	< 0.002
AB-4	6/22/2010	0.0 - 2.0	**2.97**	30.6	0.071	13.2	87.6	< 0.0005	< 0.003	< 0.002
AB-8	6/22/2010	0.0 - 0.7	0.88	29.9	0.028	5.7	14.5	< 0.0005	< 0.004	< 0.002
AB-10	6/22/2010	0.0 - 2.5	**2.81**	48.8	0.805	13.0	24.6	< 0.0005	< 0.004	< 0.002
AB-11	6/22/2010	0.0 - 2.4	**4.18**	26.1	0.102	13.4	17.1	< 0.0005	< 0.004	< 0.002
AB-16	6/21/2010	0.0 - 2.0	0.90	17.3	0.125	5.2	7.66	< 0.0005	< 0.004	< 0.002
AB-20	6/21/2010	0.0 - 3.6	0.22	4.3	< 0.003	2.4	2.15	< 0.0005	< 0.003	< 0.002
AB-20	6/21/2010	3.6 - 4.2	1.25	23.4	0.044	7.7	11.1	< 0.0005	< 0.004	< 0.002
AB-22	6/22/2010	0.0 - 2.5	1.94	42.5	0.116	16.8	21.1	< 0.0005	< 0.004	< 0.002
AB-25	6/22/2010	0.0 - 1.5	1.26	30.6	0.058	6.7	10.4	< 0.0006	< 0.004	< 0.002
AB-29	6/22/2010	0.0 - 1.0	**3.71**	220	0.164	12.7	49.9	< 0.0005	< 0.004	< 0.002

Notes

All concentrations reported in micrograms of constituent per kilogram of soil (µg/kg)

SCTL = Soil Cleanup Target Level

** = Leachability values may be derived using the SPLP Test to calculate the site-specific SCTLs or may be determined using TCLP in the event oily wastes are present.

[1]SCTL for leachability based on groundwater criteria as provided in Table 2, Chapter 62-777, FAC, February 2005

[2]SCTL for residential exposure as provided in Table 2, Chapter 62-777, FAC, February 2005

[3]SCTL for commercial/industrial exposure as provided in Table 2, Chapter 62-777, FAC, February 2005

I = The reported value is between the laboratory method detection limit and the laboratory practical quantitation limit

Bolded values exceed Residential SCTLs

Attachment C

Summary Tables/Trend Analysis

g:\w__\w__dump\gwmw locations.mxd

Aerial Source: Palm Beach County, 2009

GW-1 is considered a background well
GW-5 & GW-6 were added in 2005
GW-4 was not found after 2005

Prepared by:

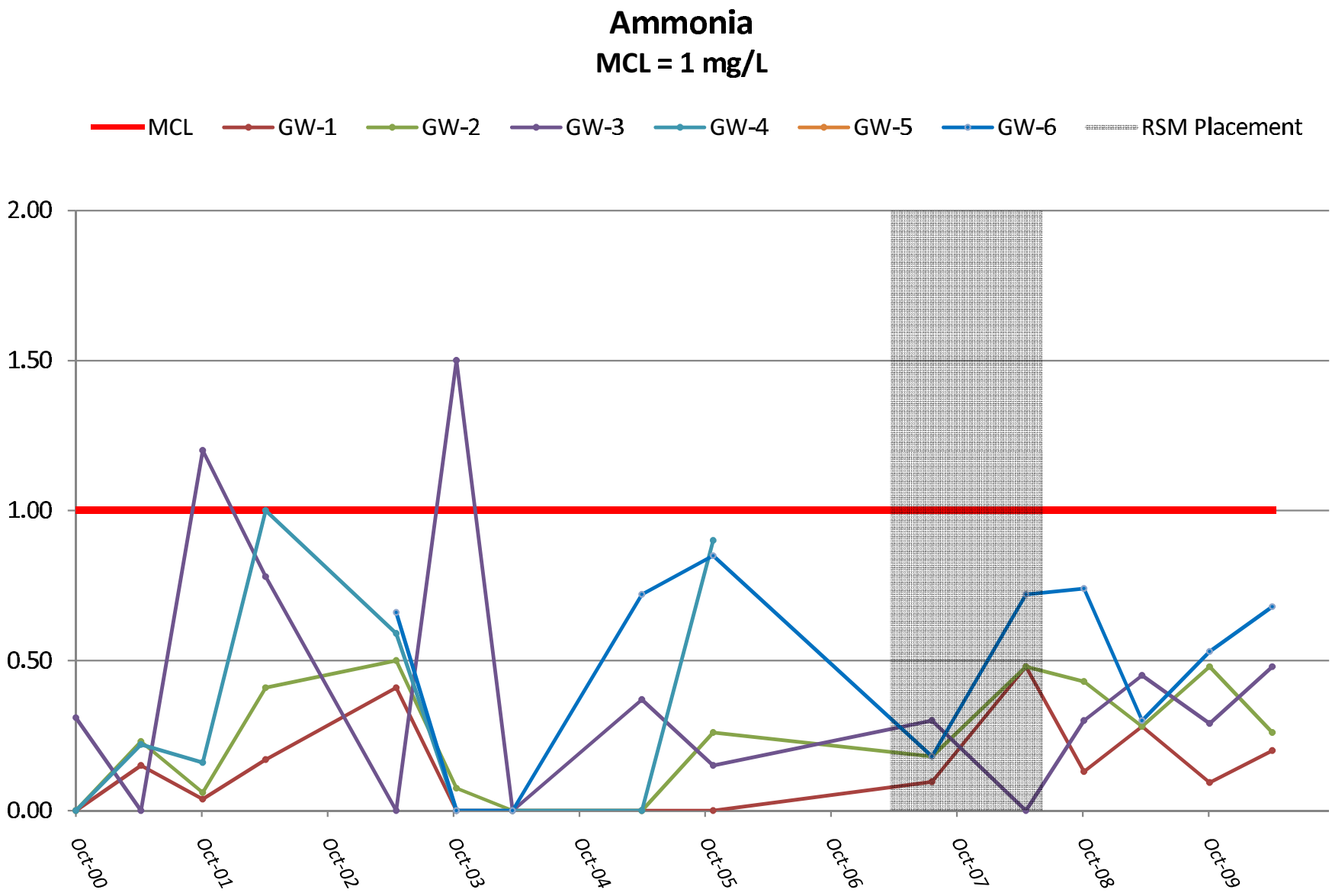
MOCK • ROOS
ENGINEERS • SURVEYORS • PLANNERS

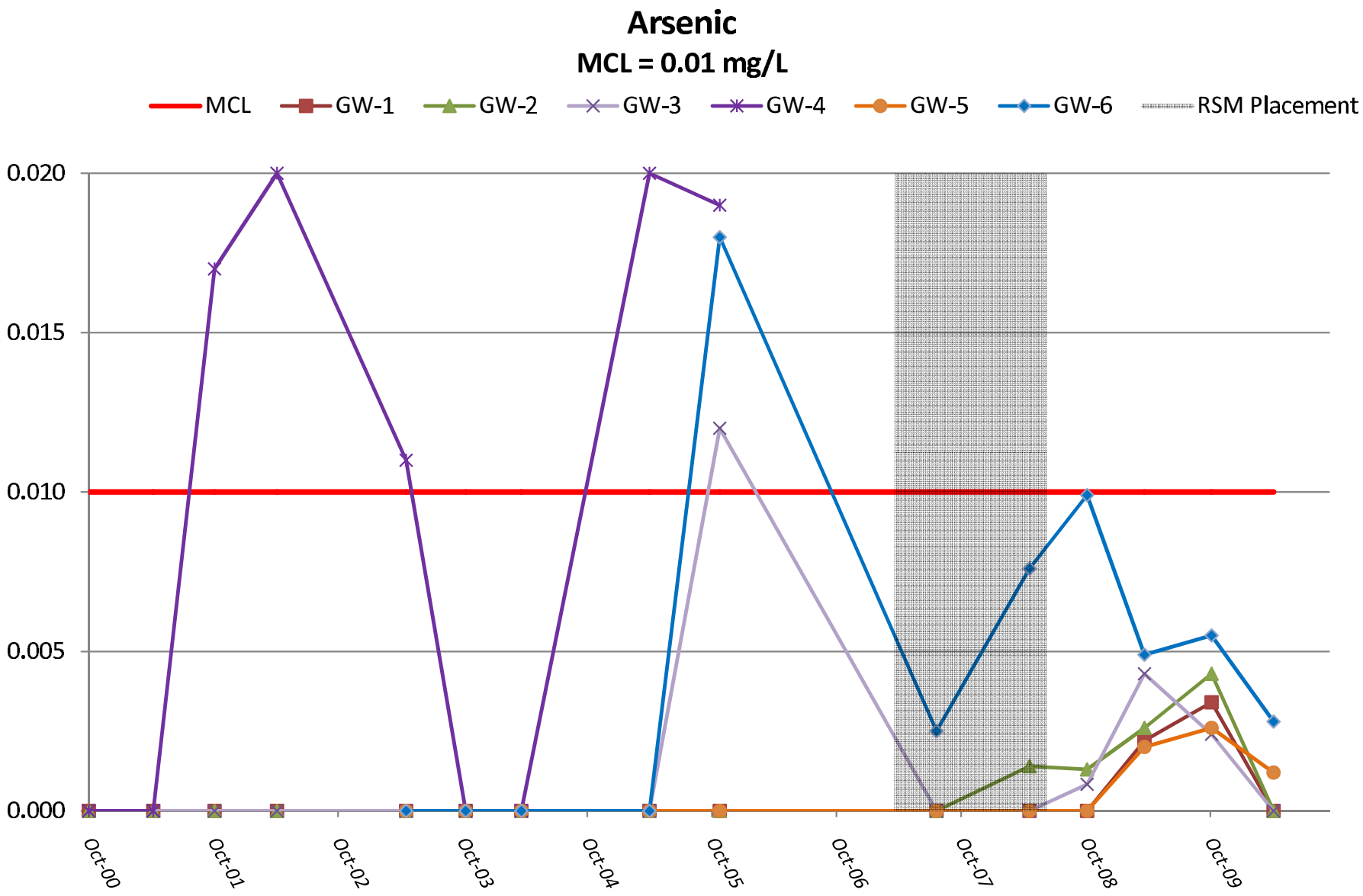
July 2010

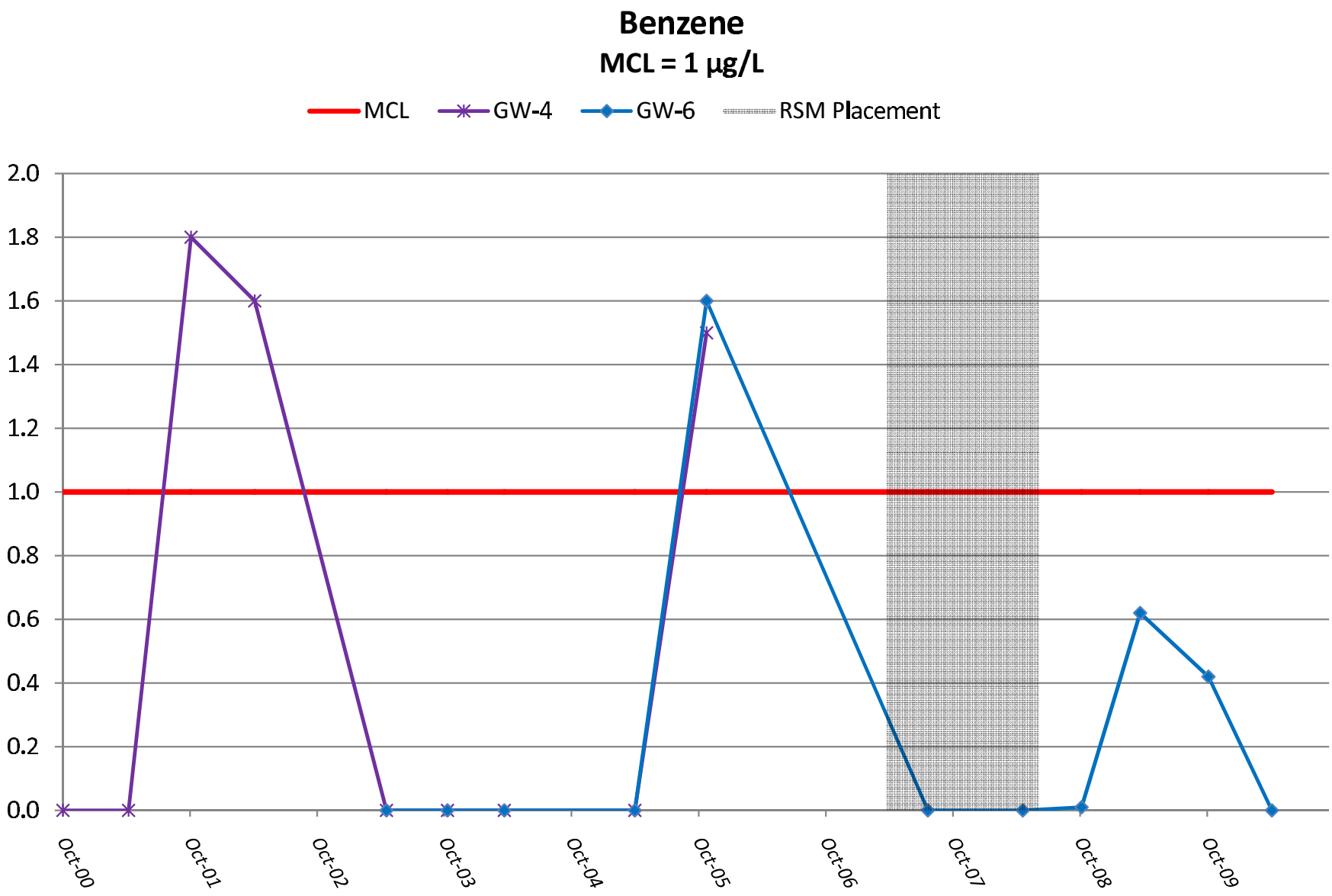
Lake Worth South Landfill
Groundwater Monitoring Well Locations

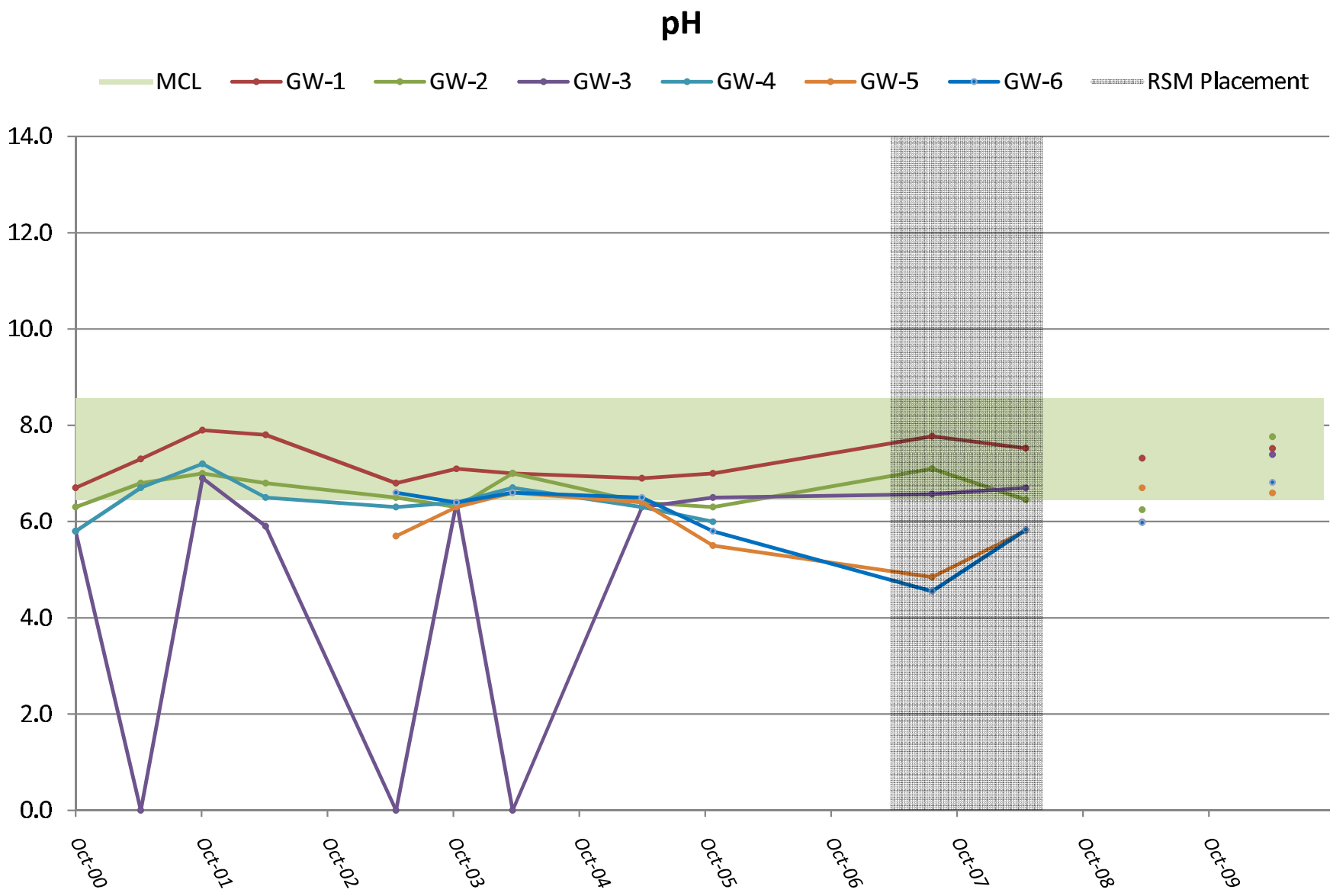
CITY OF LAKE WORTH FLORIDA

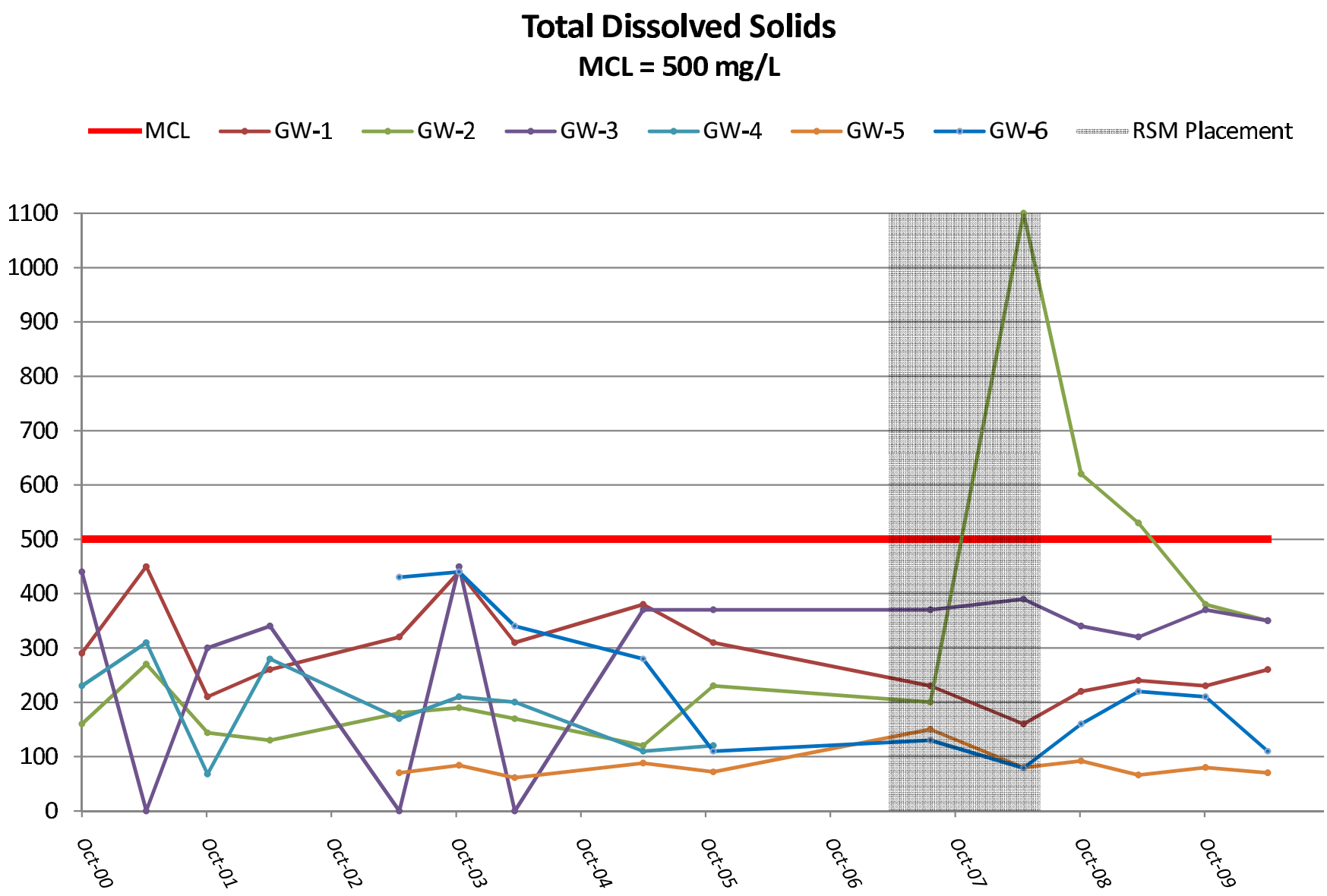
P.A. No.: B0037.01


Ammonia
MCL = 1 mg/L
MCL
GW-1
GW-2
GW-3
GW-4
GW-5
GW-6
RSM Placement
2.00
1.50
1.00
0.50
0.00
Oct-00
Oct-01
Oct-02
Oct-03
Oct-04
Oct-05
Oct-06
Oct-07
Oct-08
Oct-09


Arsenic
MCL = 0.01 mg/L
MCL
GW-1
GW-2
GW-3
GW-4
GW-5
GW-6
RSM Placement
0.020
0.015
0.010
0.005
0.000
Oct-00
Oct-01
Oct-02
Oct-03
Oct-04
Oct-05
Oct-06
Oct-07
Oct-08
Oct-09


Benzene
MCL = 1 µg/L
MCL
GW-4
GW-6
RSM Placement
2.0
1.8
1.6
1.4
1.2
1.0
0.8
0.6
0.4
0.2
0.0
Oct-00
Oct-01
Oct-02
Oct-03
Oct-04
Oct-05
Oct-06
Oct-07
Oct-08
Oct-09


pH
MCL
GW-1
GW-2
GW-3
GW-4
GW-5
GW-6
RSM Placement
14.0
12.0
10.0
8.0
6.0
4.0
2.0
0.0
Oct-00
Oct-01
Oct-02
Oct-03
Oct-04
Oct-05
Oct-06
Oct-07
Oct-08
Oct-09


Total Dissolved Solids
MCL = 500 mg/L
MCL
GW-1
GW-2
GW-3
GW-4
GW-5
GW-6
RSM Placement
1100
1000
900
800
700
600
500
400
300
200
100
0
Oct-00
Oct-01
Oct-02
Oct-03
Oct-04
Oct-05
Oct-06
Oct-07
Oct-08
Oct-09

Attachment D

Lease Agreement with Expiration Determination, FDEP Letter of Authorization, and FDEP Approved Operation Plan

C-1072
RM 4/17/07
CON-N

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease"), is made and entered into as of ~~April~~ MAY 25, 2007, by and between Sun Recycling, LLC. a Florida limited liability company ("Tenant"), and the City of Lake Worth, a municipal corporation of the State of Florida ("Landlord").

WITNESSETH:

1. Definitions; Lease Provisions

(a) Basic Lease Provisions and Certain Definitions. For purposes of this Lease and any attached exhibits, the following terms shall have the following meanings:

(i) "Base Rent" shall mean the sum of $1,000.00 per month during the Lease Term; provided however, that during any period that Tenant is operating its debris program on the Premises, the Base Rent shall be $3,000 per month pro rated on a daily basis.

(ii) "Lease Term" shall mean a term commencing on the Rent Commencement Date and continuing for 36 calendar months (plus any partial calendar month in which the Rent Commencement Date falls).

(iii) "Name and Address of Tenant for Notices" shall mean 790 Hillbrath Drive, Lantana, FL. 33462.

(iv) "Permitted Use" shall mean storage of roll-off containers and other equipment of Tenant, collection, holding and processing of debris, staging of hurricane related debris and other items related to the operations described herein.

(v) "Premises" shall mean the property consisting of a closed municipal solid waste landfill as set forth and outlined on Exhibit "A", which is incorporated by reference into this Lease.

(vi) "Rent Commencement Date" shall mean ten (10) days after Tenant receives a permit from the Florida Department of Environmental Protection for the Permitted Use hereunder.

(vii) "Top Area" shall mean that specific area of the Premises as set forth and outlined on the map attached hereto as Exhibit B which is incorporated by reference into this Lease Agreement

(b) Other Lease Definitions.

(i) "Common Areas" shall mean collectively, the parking areas, ingress and egress drives and such other areas designated by the Landlord from time to time as common area spaces.

(ii) "Hazardous Material(s)" shall mean any substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "toxic substances", "contaminants" or words of similar import under applicable Legal Requirements, including, without limitation, oil and petroleum products, natural or synthetic gas, polychlorinated biphenyls, asbestos in any form, urea formaldehyde, radon gas, or the emission of non-ionizing radiation, microwave radiation or electromagnetic fields at levels in excess of those, if any, specified by any Legal Authority or which may cause a health hazard or danger to property, or the emission of any form of ionizing radiation, or any substance which is toxic, explosive, corrosive, flammable, infectious, radioactive, mutagenic or otherwise hazardous or any other pollution under any applicable Legal Requirements. Hazardous Materials shall not include reasonable quantities of conventional cleaning and office supplies used in a normal office environment and in compliance with all Legal Requirements.

(iii) "Lease Year" shall mean each consecutive 12 full calendar month period of the Lease Term, beginning on the Rent Commencement Date, except that the first Lease Year shall

include any portion of a calendar month during which the Rent Commencement Date occurs (if the Rent Commencement Date does not occur on the first day of the month) and the last Lease Year of the Lease Term shall be the Lease Year during which the Lease Term expires, regardless of its length.

(iv) "Legal Authority" means any domestic or foreign federal, state, county, municipal, or other government or governmental or quasi-governmental department, commission, board, bureau, court, agency, or instrumentality having jurisdiction or authority over Landlord, Tenant and/or all or any part of the Premises or the Property.

(v) "Legal Requirements" means any law, statute, code, rule, regulation, ordinance, order, judgment, decree, writ, injunction, franchise, permit, certificate, license (including any beer, wine or liquor license), authorization, registration, or other direction or requirement of any Legal Authority, including, without limitation, the Americans with Disabilities Act ("ADA"), which is now or in the future applicable to the Premises or the Property, including those not within the present contemplation of the parties; and the provisions of any applicable insurance policies in effect with respect to the Premises or the Property.

2. Lease Grant. Subject to and upon the terms herein set forth, Landlord leases to Tenant and Tenant leases from Landlord the Premises. Tenant shall also have a license to use on a non-exclusive basis, the Common Areas made available from time to time by Landlord.

3. Lease Term. This Lease shall continue in force during a period beginning on the Rent Commencement Date and continuing until the expiration of the Lease Term, unless this Lease is sooner terminated or extended to a later date under any other term or provision hereof (the "Primary Term").

4. Use. The Premises shall be used in a manner consistent with the Permitted Use, as defined above, and in accordance with all the terms and conditions of this Lease Agreement. Tenant shall not use or permit the use of the Premises for any purpose other than the Permitted Use of which is illegal, dangerous to life, limb, or property or which is in violation of any requirement of this Lease Agreement.

5. Rent.

(a) Tenant agrees to pay during the Lease Term, to Landlord, the Base Rent and all such other sums of money ("Additional Rent" and collectively with Base Rent, "Rent") as shall become due hereunder, for the nonpayment of which Landlord shall be entitled to exercise all such rights and remedies as are herein provided or as are available at law or in equity in the case of the nonpayment of Base Rent. Except as otherwise provided herein, the annual Base Rent for each calendar year or portion thereof during the Lease Term shall be due and payable in advance in 12 equal installments on the first day of each calendar month during the Lease Term, and Tenant hereby agrees to pay such Base Rent at Landlord's address provided herein (or such other address as may be designated by Landlord in writing from time to time) monthly, in advance, and without demand.

(b) All installments of Rent and any Additional Rent not paid when due shall be subject to a late charge in the amount equal to 5% of the amount due. In the event any check, bank draft or negotiable instrument given for any payment under this Lease shall be dishonored at any time for any reason whatsoever not attributable to Landlord, Landlord shall be entitled, in addition to any other remedy that may be available, to an administrative charge of $150.00.

6. Additional Covenants.

(a) Tenant shall not commence any operations pursuant to the Permitted Use until such time as Tenant obtains a permit from the Florida Department of Environmental Protection (the "Permit") to perform the operations on the Premises. It shall be the sole responsibility and expense of Tenant to obtain the foregoing Permit.

(b) Tenant shall be permitted to construct an access road and ramp in preparation for use of the Premises for the Permitted Use. The foregoing construction shall commence within 15 business days following the execution of this Lease.

(c) The storage of roll-off containers, equipment, trailers and other containers at the Premises shall be permitted as soon as the conditions set forth in Section 6(b) herein are met. All such containers and equipment shall be located at the on the Top Area of the Premises, no closer than twenty (20) feet from the edge of the Top Area. Tenant shall use reasonable diligence to screen the containers and equipment from being visible from the public street.

(d) The type of debris that Tenant shall be permitted to bring on to the Premises shall include, but not be limited to, commingled construction debris and vegetative/horticultural material. Tenant shall be permitted to process vegetative/horticultural material through a grinding operation on the Premises. All commingled construction debris brought on to the Premises by Tenant shall be loaded into containers or trailers by the Tenant for removal from the Premises within a commercially reasonable timeframe.

(e) Tenant shall construct a "working platform" from Recovered Screen Materials (RSM) concurrently with the construction of the access road and ramp. The RSM platform shall remain in place at all times during the Lease Term. Tenant shall install hydro-seed as necessary and appropriate to maintain the working platform.

(f) Tenant shall pay as Additional Rent a host fee to the Landlord equal to $.30 per cubic yard ("Host Fee") for all commingled construction debris and vegetative/horticultural material brought to the Premises by Tenant; provided however that Tenant shall not pay any Host Fee for any such material generated within the geographical boundaries of Landlord.

(g) Tenant shall only operate or have access to the Premises during the hours of 7:00 am to 7:00 pm on a daily basis, unless otherwise approved by the City Manager for Landlord, and Tenant shall use reasonable efforts to inform any haulers utilizing the Premises that their respective trucks shall use the following truck route for ingress and egress to the Premises: "All trucks shall use US Highway One to Twelfth (12th) Avenue South to South "E" Street to the Premises. All trucks are specifically prohibited from accessing the Premises from the south using Andrew Redding Road through the Town of Lantana."

(h) Tenant shall perform particulate control with respect to its operations on the Premises in accordance with all regulatory requirements in effect during the Lease Term.

(i) Tenant and Landlord shall work cooperatively to implement the operational plan as filed within six months following the termination of this Lease. This provision shall survive the termination of this Lease.

(j) Landlord shall have the right to inspect all materials brought into the Premises by Tenant during the Lease Term; provided however, that such inspection shall not unduly interfere with the operations of the Tenant..

7. Improvements to be Made by Landlord. It is specifically understood and agreed that Landlord has no obligation and has made no promises to alter or improve the Premises. Tenant agrees to take the Premises in an "AS IS" condition as of the date possession is tendered, subject to any punchlist items to which Landlord may agree.

8. Maintenance and Repair of Premises by Landlord. Except as otherwise expressly provided herein, Landlord shall not be required to make any repairs to the Premises, which may be required from time to time, and to the extent not caused by the acts of Tenant, its employees, agents, contractors, invitees, licensees, concessionaires, subtenants and/or assigns or resulting, directly or indirectly, from the installation of any Tenant Improvements.

9. Debris stockpile. Tenant shall be permitted to stockpile debris on a portion of the Premises, being the southeast corner of the landfill, only in the event, and only so long as, the parties hereto agree that the material earmarked for the Sun Recycling V Lantana site will overwhelming that site's capacity, but in no event longer than 3 months. [illegible]

10. Alterations by Tenant. Tenant shall be permitted to make alterations as required to operate under the Permitted Use, subject to obtaining the written consent of Landlord in each such instance, which consent may be given on such conditions as Landlord may elect; provided however,

Landlord shall not unreasonably withhold its consent to any alterations or unreasonably impose conditions thereon. Any and all alterations to the Premises shall become the property of Landlord upon termination of this Lease (except for movable equipment, personal property or furniture owned by Tenant). Landlord may, nonetheless, require Tenant to remove any portion of or all of the Tenant Improvements, fixtures, equipment, and other improvements installed on the Premises (the "Additional Improvements"), and restore the Premises to its original condition, reasonable wear and tear excepted.

(a) Whether or not Landlord grants its consent to Tenant's proposed alterations or improvements: (i) all alterations, improvements and additions installed by Tenant shall be installed in a good workmanlike and lien free manner and in a manner that minimizes inconvenience to and disruption of the other occupants of the Premises (including adjacent property owners) and their businesses, shall be performed by a contractor approved by Landlord (which approval shall not unreasonably be withheld), shall be of a quality not less than Building Grade and, once commenced, shall be prosecuted continuously, in good faith and with due diligence until completed; and (ii) Tenant shall promptly upon completion of any alterations or improvements furnish Landlord with as-built plans and specifications regardless of whether or not consent was required.

11. Laws and Regulations. Tenant agrees to comply with all Legal Requirements of every Legal Authority. Tenant shall: (a) neither cause nor permit the Premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce, or process Hazardous Materials, except in compliance with all Legal Requirements; (b) neither cause nor permit a release or threatened release of Hazardous Materials onto the Premises or any other property as a result of any intentional or unintentional act or omission on the part of Tenant; (c) comply with all Legal Requirements related to Hazardous Materials; (d) conduct and complete all investigations, studies, sampling, and testing, and all remedial, removal, and other actions on, from, or affecting the Premises in accordance with such Legal Requirements and to the satisfaction of Landlord; (e) upon the expiration or termination of this Lease, deliver the Premises to Landlord free of all Hazardous Materials; and (f) defend, indemnify, and hold harmless Landlord and Landlord's employees and other agents from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses of any kind or nature, known or unknown, contingent or otherwise (including, without limitation, accountants' and attorneys' fees (including fees for the services of paralegals and similar persons), consultant fees, investigation and laboratory fees, court costs, and litigation expenses at the trial and all appellate levels), arising out of, or in any way related to (i) the presence, disposal, release, or threatened release, by or caused by Tenant or its agents, of any Hazardous Materials which are on, from, or affecting the soil, water, vegetation, buildings, personal property, persons, animals or otherwise; (ii) any personal injury, including wrongful death, or damage to property, real or personal, arising out of or related to such Hazardous Materials; (iii) any lawsuit brought, threatened, or settled by Legal Authorities or other parties, or order by Legal Authorities, related to such Hazardous Materials or otherwise; and/or (iv) any violation of Legal Requirements related in any way to such Hazardous Materials. Notwithstanding clauses (d), (e) and (f), Tenant shall have no obligation under clauses (d), (e) and (f) arising from or related to Hazardous Materials, to the extent, if any, such Hazardous Materials were (i) located in or about the Premises prior to the Rent Commencement Date and (ii) Tenant does not cause, contribute to or participate in, as the case may be, the handling, generation, storage, disposal or release of same. Tenant will participate in periodic fire brigade instruction and drills at the request of Landlord and will supply, maintain, repair and replace for the Premises any fire extinguishers or other fire prevention equipment and safety equipment required by the aforementioned rules, regulations, standards and recommendations.

12. Entry by Landlord. Tenant agrees to permit Landlord or its agents or representatives to enter into and upon any part of the Premises at all reasonable hours (and in emergencies at all times) to inspect the same, to show the Premises to prospective purchasers, Landlord's mortgagees or ground lessors (collectively, "Mortgagee"), tenants or insurers, and to clean, maintain or make repairs, alterations or additions to the Premises. Except in the case of an emergency, Landlord shall give Tenant verbal notice prior to any such entry. Landlord shall use reasonable efforts to not materially interfere with Tenant's use of the Premises.

13. Assignment and Subletting.

Tenant shall not, voluntarily, involuntarily, or by operation of law, assign, sublease, transfer, mortgage, pledge or encumber this Lease or any interest therein except with Landlord's prior written

consent, which consent shall not be unreasonably withheld. Any attempted assignment, sublease, transfer or encumbrance of this Lease by Tenant in violation of the terms and covenants of this Paragraph shall be void ab initio. Any consent given by Landlord shall not be considered to be a consent to any other or further proposed assignment, sublease, transfer or encumbrance.

14. Construction Liens. The interest of Landlord in and to the Premises, and/or any part of either, and the income therefrom, shall not be subject to liens for improvements made, or caused to be made, by Tenant. Tenant will not permit any construction liens, mechanic's liens or other liens to be placed upon the Premises, and nothing in this Lease shall be deemed or construed to constitute the consent or request of Landlord, express or implied, by inference or otherwise, to any person for the performance of any labor or the furnishing of any materials to the Premises or any part thereof, nor as giving Tenant any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to any construction, mechanic's or other liens against the Premises. If any such lien is recorded against or attached to the Premises, Tenant shall bond against or discharge same within 10 days after Tenant's receipt of actual notice that the same has been so recorded or attached. Should any such lien not be discharged or bonded off within such 10 day period, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, cause the same to be discharged (including the advancement of monies for such purpose). Any monies advanced or costs incurred by Landlord for any of the aforesaid purposes shall be paid by Tenant to Landlord on demand as Additional Rent. Should a Notice of Commencement be filed in the public records for work by or on behalf of Tenant, the Legal Description shall specifically be limited to Tenant's leasehold interest in the Premises, and then Tenant shall be responsible for having a corresponding Notice of Termination timely recorded in the county which the Premises is located upon the completion of such work.

15. Landlord's Insurance.

(a) Landlord shall maintain fire and extended coverage insurance on the Premises (which may include vandalism and malicious mischief coverage) and such endorsements as Landlord may require or is otherwise reasonably consistent with other similarly situated buildings) in an amount not less than the full replacement value thereof (which may be exclusive of foundations), or in such amounts as Mortgagee shall require, with such deductibles as shall be determined by Landlord from time to time.

(b) Landlord shall maintain a policy or policies of commercial general liability insurance with respect to the Common Areas and the activities thereon in such amounts as Landlord or any Mortgagee may require.

(c) Landlord may purchase insurance for windstorm, flood, plate glass, sign, automobile, sinkhole, business income, rent loss, and such other insurance which Landlord or any Mortgagee may require in their sole discretion and with such deductibles as Landlord may desire.

(d) Landlord may hereafter raise or lower such coverage in such amounts as may from time to time be prudent to Landlord within its sole discretion.

16. Tenant's Insurance . Tenant shall maintain insurance at levels that are commercially reasonable taking into account the nature of Tenant's business, which provides that Landlord is an additional insured at all times during the Lease Term

17. Indemnity; Limitation of Liability.

(a) Landlord shall not be liable for, and to the extent permitted by law, Tenant will indemnify, defend, and save Landlord harmless of and from, all fines, suits, damages, claims, demands, losses, and actions (including attorneys' fees) for any injury to person or damage to or loss of property on or about the Premises caused by the negligence or misconduct or breach of this Lease by Tenant arising out of Tenant's use of the Premises as permitted under applicable law.

(b) Landlord shall not be responsible for any of its or any other person's acts or omissions including, without limitation, its negligence, or the acts, omissions or negligence of any party for whom Landlord could be responsible or liable including, without limitation, its agents, employees, invitees, lessees, licensees or independent contractors, that causes any loss or damage to any property or the death or injury to any person, whether occasioned: (i) by theft, fire, act of God

or public enemy, injunction, riot, strike, insurrection, war, court order, requisition of other governmental body or authority; (ii) due to the Premises, or any part thereof becoming out of repair; (iii) by the happening of any accident in or about the Premises; (iv) due to any act of neglect of any tenant or occupant of the Premises or of any other person; or (v) otherwise. Notwithstanding the foregoing, but subject to Paragraph 21, Landlord shall be liable for any such loss, damage, death or injury, which is proximately caused by the Landlord's negligence or willful misconduct.

(c) Landlord shall indemnify and hold harmless Tenant from any liabilities, claims, fines, penalties or damages arising from the existence or release of any hazardous materials, as defined in ' 101(14) of CERCLA (42 U.S.C. ' 9601(14), on or beneath the Premises prior to the commencement date of this Lease, and shall further pay any and all remediation costs related to the clean up and removal of such hazardous materials from the Premises.

(d) Tenant shall indemnify and hold harmless Landlord from any liabilities, claims, fines, penalties or damages arising from the existence or release of any hazardous materials, as defined in ' 101(14) of CERCLA (42 U.S.C. ' 9601(14) on or beneath the Premises proximately caused by the activities of the Tenant, or any of Tenant's agents, employees, representatives, invitees, customers, vendors, or suppliers of Tenant.

18. Waiver of Subrogation Rights. Except as otherwise provided in Paragraph 22(b) of this Lease, Landlord and Tenant each waives on behalf of itself and its insurers (none of which shall ever be assigned any such claim or be entitled thereto due to subrogation or otherwise) any and all rights of recovery, claim, action, or cause of action against the other, its agents, officers, or employees, for any loss or damage that may occur to the Premises, or any improvements thereto of which the Premises are a part, or any improvements thereto, or any personal property of such party therein, by reason of fire, the elements, or any other causes which are, or could or should be insured against under the terms of the standard fire and extended coverage insurance policies referred to in Paragraphs 18 or 19 hereof, regardless of whether such insurance is actually maintained and regardless of the cause or origin of the damage involved, including negligence of the other party hereto, its agents, officers, or employees.

19. Casualty Damage.

(a) If the Premises or any part thereof shall be damaged by fire or other casualty, Tenant shall give prompt written notice thereof to Landlord. If: (i) the Premises shall be so damaged that substantial alteration or reconstruction of the Premises shall, in Landlord's sole opinion, be required (whether or not the Premises shall have been damaged by such casualty); (ii) any Mortgagee's interest in the Premises requires that the insurance proceeds payable as a result of a casualty be applied to the payment of the mortgage debt; (iii) there is any material uninsured loss to the Premises or any part thereof; Landlord may, at its option, terminate this Lease by notifying Tenant in writing of such termination within 90 days after the date of such casualty; and may, at its option, not repair, reconstruct, or restore the Premises, whether or not the Premises have suffered from the casualty.

If the Landlord estimates that the Premises cannot be repaired within 90 days from receipt of all insurance proceeds, the Lease may be terminated by either party. If Landlord estimates that it cannot make the necessary repairs in 90 days from receipt of all insurance proceeds, it will advise Tenant of its estimate of how long the repairs will take and Tenant will have 30 days from Landlord's estimate to elect whether to terminate the Lease or not. If Tenant fails to terminate the Lease at that juncture, it cannot thereafter terminate the Lease in connection with the casualty, provided that Landlord is proceeding in good faith to repair, and provided that the repairs do not take longer than 60 days more than Landlord's estimate.

(b) Landlord shall not be liable for any inconvenience or annoyance to Tenant or injury to the business of Tenant resulting in any way from such casualty damage or the repair thereof; except that, subject to the provisions of the next sentence, Landlord shall allow Tenant a fair diminution of Rent until repairs to the Premises are substantially completed by Landlord and a reasonable period of time has elapsed for Tenant to restore the Tenant Improvements, but such time period not to exceed 60 days from the date Landlord substantially completes the above.

20. Condemnation. If the whole or substantially the whole of the Premises should be taken for any public or quasi-public use, by right of eminent domain or otherwise or should be sold

in lieu of condemnation, then this Lease shall terminate as of the date when physical possession of the Premises is taken by the condemning authority. If less than the whole or substantially the whole of the Premises is thus taken or sold, Landlord (whether or not the Premises are affected thereby) may, at its option, terminate this Lease by giving written notice thereof to Tenant; in which event this Lease shall terminate as of the date when physical possession of such portion of the Premises is taken by the condemning authority. If this Lease is not so terminated upon any such taking or sale, and if a portion of the Building or the Premises is taken, the Base Rent payable hereunder shall be diminished by an equitable amount, and Landlord shall, to the extent Landlord deems feasible, restore the Premises and, if affected, the Premises to substantially their former condition, but such work shall not exceed the scope of the work done by Landlord in originally constructing the repairs the Landlord's portion of the Tenant Improvements in the Premises, nor shall Landlord in any event be required to spend for such work an amount in excess of the amount received by Landlord as compensation for such taking. All amounts awarded upon a taking of any part or all of the Premises shall belong to Landlord, and Tenant shall not be entitled to and expressly waives all claims to any such compensation. Notwithstanding the foregoing, the Tenant may submit its own claim to the condemnation authority to receive compensation arising from Tenant's damages resulting from the condemnation of its interests in the Premises.

21. Events of Default; Remedies.

(a) The following events shall be deemed to be, but are not exclusively, "Events of Default" by Tenant under this Lease: (i) Tenant shall fail to pay any Rent, Additional Rent or other sum of money when due under this Lease; or (ii) Tenant shall fail to comply with any material provision of this Lease and such failure shall continue for a period of 30 days after written notice of such default is delivered to Tenant, or if such failure could not reasonably be cured within such period, Tenant shall have failed to commence such cure within such period or thereafter failed to prosecute with diligence such cure to completion, but in not event later than 60 days after Landlord's initial notice to Tenant of such failure

(b) Upon the occurrence of any of the Events of Default enumerated above, or any other event of default by Tenant under this Lease Landlord shall have the option to pursue any one or more of the following remedies without any notice (except for that expressly required by Subparagraph 24(a)) or demand for possession whatsoever (and without limiting the generality of the foregoing, Tenant hereby specifically waives notice and demand for payment of Rent or other obligations due): (i) terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord; (ii) terminate Tenant's right to occupy the Premises and re-enter and take possession of the Premises (without terminating this Lease); (iii) Landlord may elect to enter and repossess the Premises and relet all or part of the Premises for Tenant's account, for a term or terms which may, at Landlord's option, be equal to, less than, or greater than the period which would otherwise have constituted the balance of the Lease Term, holding Tenant liable in damages for all expenses incurred in any such reletting including, without limitation, any Tenant improvement allowance, expenditures in connection with renovation, maintenance, repairs and/or alterations for the new tenant, broker's commissions, legal fees, etc. and for any difference between the amount of rent received from such reletting and the Rent due and payable under the terms of this Lease; (iv) enter upon the Premises and do whatever Tenant is obligated to do under the terms of this Lease, and Tenant agrees to reimburse Landlord on demand for any reasonable expense which Landlord may incur in effecting compliance with Tenant's obligations under this Lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to the Tenant from such action; and (v) exercise all other remedies available to Landlord at law or in equity, including, without limitation, injunctive relief of all varieties.

(c) In addition to any other rights and remedies available to Landlord under this Lease and/or at law and/or in equity, Tenant shall reimburse Landlord upon demand all other reasonable costs, expenses and other sums reasonably incurred by Landlord in connection with preparing and/or improving the Premises for Tenant's occupancy under this Lease and all collection costs and attorneys fees incurred in enforcing this Lease.

(d) Tenant hereby expressly waives any and all rights of redemption and rights to relief from forfeiture granted by or under any present or future laws, if Tenant shall be evicted or dispossessed from the Premises for any cause, or Landlord reenters the Premises following the occurrence of any Event of Default hereunder, or this Lease is terminated before the expiration date thereof originally fixed herein. For the enforcement of Landlord's remedies, Landlord may have

recourse to any applicable legal or equitable process for the recovery of possession of the Premises and the right to seek an injunction or a declaratory judgment as if no other remedies were provided herein for such breach. Except as otherwise specifically required by this Lease, Tenant waives any and all statutory and legal notice requirements.

22. Peaceful Enjoyment

(a) Tenant shall, and may peacefully have, hold, and enjoy the Premises, subject to the other terms hereof including, without limitation, Paragraph 27 hereof, provided that Tenant timely pays the Rent and other sums herein recited to be paid by Tenant, and timely performs all of Tenant's covenants and agreements contained in this Lease.

(b) Notwithstanding anything contained in this Lease to the contrary, should Landlord determine that an emergency exists that threatens the Premises or any of the tenants or persons therein, or any of their property (e.g. an impending hurricane), including but not limited to emergencies caused by persons or natural conditions outside of Landlord's control, Landlord shall have the right to close the Premises and require all tenants, including Tenant, to evacuate the Premises until such emergency ceases to exist. Such closure shall not affect Base Rent, any other Rent or the Lease Term.

23. Surrender; Holding Over. This Lease shall terminate at 11:59 p.m. on the day of the expiration of the Lease Term without the necessity of notice from either Landlord or Tenant. Upon the expiration or termination of this Lease (or such other time as Tenant may vacate the Premises, notwithstanding that so vacating may constitute a default), Tenant shall peacefully surrender, quit and vacate the Premises and deliver up same to Landlord in accordance with the terms of this Lease and in good order, condition and repair, as the same shall be on the date Tenant opens for business in the Premises, or the date any subsequent improvements to the Premises are completed, ordinary wear and tear and damage by fire or other insured casualty for which Landlord has received the applicable proceeds excepted, broom clean, with all trash removed. Tenant shall also deliver to Landlord all keys to the Premises and shall inform Landlord of all combinations and codes on any locks, alarms, safes and vaults in the Premises. In the event of holding over by Tenant after expiration or other termination of this Lease, or in the event Tenant continues to occupy the Premises after the termination of Tenant's right of possession pursuant to Paragraph 24(b) hereof, Tenant shall, throughout the entire holdover period, pay Rent equal to the Base Rent and Additional Rent which would have been applicable had the Lease Term continued through the period of such holding over by Tenant. No holding over by Tenant after the expiration of the Lease Term shall be construed to extend the term of this Lease, and Tenant shall be deemed to be a tenant-at-sufferance during such holdover period. If, as a direct result of Tenant's holding over in the Premises after expiration or other termination of this Lease, Landlord suffers damages or incurs additional obligations to any third party who has leased part or all of the Premises, Tenant shall indemnify Landlord to the extent of such damages or additional obligations, including without limitation Landlord's attorneys' fees.

24. Estoppel Certificates. Tenant agrees that it will from time to time within 5 days of each request by Landlord, execute and deliver to such persons as Landlord shall request, a statement (each, a "Tenant Estoppel Certificate") in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which Rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default, stating the nature of such alleged default), and further stating such other matters as Landlord shall reasonably require. Landlord shall provide the form of each such statement. Any Tenant Estoppel Certificate may be relied upon by Landlord or any prospective purchaser, Mortgagee, or prospective Mortgagee of the Complex or any portion thereof. If Landlord submits an estoppel certificate to Tenant and Tenant fails to return same duly executed and acknowledged, or fails to object to its contents, within said 5 day period, the matters set forth therein shall conclusively be deemed to be correct.

25. Parking.

(a) During the Lease Term, Tenant shall have the non-exclusive use in common with Landlord, or other tenants, and/or other parties and their respective guests and invitees, of the driveways of and pedestrian access to the parking areas, subject to the Rules and Regulations

promulgated by Landlord from time to time; provided, however, that such use shall not unreasonably interfere with Tenant's Permitted Use..

(b) Landlord shall have no liability whatsoever for any property damage or personal injury which might occur as a result of, or in connection with, the use of the parking areas by Tenant, its employees, agents, invitees, and licensees; and Tenant hereby agrees, to the extent permitted by law, to indemnify and hold Landlord harmless from and against any and all costs, claims, expenses, or causes of action which Landlord may incur in connection with or arising out of Tenant's use thereof unless caused by the negligence or willful misconduct of Landlord.

26. No Implied Waiver. The failure of Landlord to insist at any time upon the strict performance of any covenant or agreement contained herein or to exercise any option, right, power, or remedy contained in this Lease shall not be construed as a waiver or a relinquishment thereof for the future. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installment of Rent due under this Lease shall be deemed to be other than on account of the earliest Rent due hereunder, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy in this Lease provided.

27. Notice. Unless otherwise provided in this Lease, all notices and requests required or permitted under this Lease to Landlord or Tenant shall be in writing and shall be addressed to the addresses indicated in this Lease or to any other address that Landlord or Tenant may designate in a notice to the other party given at least 15 days in advance. All notices shall be deemed to be properly served if delivered to the appropriate address by registered or certified mail (with postage prepaid and return receipt requested), courier, express delivery service (such as FEDEX, D.H.L. or similar express services), or by facsimile transmission (provided that there is independent verification of delivery). Anything contained herein to the contrary notwithstanding, no notice of default, termination or election of any right under this Lease by Tenant (collectively "Material Notices") shall be deemed delivered to, or received by, the receiving party if sent by the sending party only by facsimile. Such Material Notices, if sent by facsimile, must also be sent by any other notice method described in this Paragraph and shall only be deemed received by Landlord pursuant to the provisions applicable to such applicable non-facsimile notice method so utilized. The date of service of a notice served shall be the date of actual receipt or refusal of delivery. If any Mortgagee shall notify Tenant that it is the holder of a Mortgage affecting the Premises, no notice of default thereafter sent by Tenant to Landlord shall be effective unless and until a copy of the same shall also be sent to such Mortgagee in the manner prescribed in this Paragraph and to such address as such Mortgagee shall designate. Until further notice: (i) the address for Tenant shall be as set forth in 1(a), and (ii) the address for Landlord shall be as follows: 1749 3rd Avenue South, Lake Worth, FL 33460.

Once Tenant has taken occupancy of the Premises, any notice from Landlord to Tenant shall be effective if delivered to the Premises address in the manner provided in this Paragraph. Although the parties may communicate from time to time by email, email correspondence shall not be deemed to be effective notice under this Lease. Notices may be given on behalf of any party by such party's legal counsel. In the event of any litigation under this Lease, the foregoing notice provisions shall in no way prohibit notices from being given as provided in the rules of civil procedure of the State of Florida, as the same may be amended from time to time and any notice so given in any such litigation shall constitute notice herein.

28. Severability. If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be otherwise valid and enforced to the fullest extent permitted by law.

29. Recordation. Tenant agrees not to record this Lease or any memorandum hereof.

30. Governing Law. This Lease and the rights and obligations of the parties hereto shall be interpreted, construed, and enforced in accordance with the laws of the State of Florida. Landlord and Tenant agree to submit to the personal jurisdiction of and that the venue for any proceeding under or relating to this Lease shall be in any court serving the county where the Property is located.

31. Force Majeure. Whenever a period of time is herein prescribed for the taking of any action by either party, neither Landlord nor Tenant shall be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions, or any other cause whatsoever beyond the control of Landlord or Tenant; provided, however, no permitted delay by Tenant may, in any event, exceed 30 days and provided further, that the foregoing shall not excuse Tenant from the prompt payment of any Rent or delay the date on which Tenant's obligation to commence to pay Rent shall begin.

32. Time of Performance. Except as expressly otherwise herein provided, with respect to all required acts of Tenant, time is of the essence of this Lease.

33. Transfers by Landlord. Landlord shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder and in the Property referred to herein, and in such event and upon such transfer, Landlord shall be released from any further obligations hereunder provided all obligations of Landlord are assumed by the successor in interest, and Tenant agrees to look solely to such successor in interest of Landlord for the performance of such obligations.

34. Brokers. Landlord and Tenant each represent and warrant one to the other that neither of them has contracted with any broker in connection with the negotiations of the terms of this Lease or the execution thereof.

35. Prior Agreements and Amendments. This Lease contains the sole and entire agreement between the parties hereto and supersedes all previous written and oral negotiations and agreements between the parties with respect to the subject matter of this Lease. All prior agreements, understandings, representations and/or promises made or entered into by the parties hereto are superseded by and replaced with this Lease, so that this Lease is the sole agreement between the parties. The provisions of this Lease may not be modified or amended, except by an instrument in writing and signed by both parties hereto.

36. Binding Effect; Usage. This Lease shall be binding upon and inure to the benefit of Landlord, its successors and assigns, and Tenant, its successors and, to the extent assignment is permitted under the provisions hereof, Tenant's assigns.

37. Statutory Notice Requirement. Tenant hereby acknowledges receipt of the following notice as required by Chapter 88-285, Laws of Florida:

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

38. Waiver of Trial by Jury. IT IS MUTUALLY AGREED BY AND BETWEEN LANDLORD AND TENANT THAT THE RESPECTIVE PARTIES HERETO SHALL AND THEY DO HEREBY WAIVE THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, AND TENANT'S USE OR OCCUPANCY OF THE PREMISES, WHETHER SUCH CLAIM IS IN CONTRACT, TORT OR OTHERWISE. TENANT FURTHER AGREES THAT IT SHALL NOT INTERPOSE ANY COUNTERCLAIM OR COUNTERCLAIMS IN A SUMMARY PROCEEDING.

39. Reservations. Landlord reserves to itself the right, from time to time, to grant, without the consent or joinder of Tenant, such easements, rights and dedications that Landlord deems necessary and to cause the recordation of easements, dedications, parcel maps/plats and restrictions so long as same do not adversely and materially: (a) interfere with the use of the Premises by Tenant; (b) increase Tenant's obligations hereunder; or (c) decrease Tenant's rights hereunder. Tenant agrees to promptly execute and deliver in recordable form any documents

reasonably requested by Landlord to effectuate any such easements, rights, dedications, parcel maps/plats and or restrictions.

40. Counterparts, Facsimiles. This Lease may be executed in multiple counterparts, all of which together shall constitute one and the same original instrument. A facsimile signature shall be deemed for all purposes to be an original.

42. Survival. Anything contained in this Lease to the contrary notwithstanding, the expiration or termination of the Lease Term of the Lease, whether by lapse of time or otherwise, shall not relieve Tenant from Tenant's obligations accruing prior to the expiration or termination of the Lease Term, all of which shall survive the same, whether or not same is expressly stated in the particular Paragraph of this Lease, including, without limitation, Tenant's obligations with respect to: (a) the payment of Base Rent and all items of Additional Rent; (b) any provisions of this Lease with respect to indemnities of Landlord made by Tenant; and (c) the removal of all property of Tenant required to be removed hereunder and the repair of all damage to the Premises caused by such removal at the expiration or termination of this Lease to the extent required hereunder.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease in multiple original counterparts as of the day and year first above written.

Witnesses as to Landlord:

LANDLORD:

City of Lake Worth

CITY OF LAKE WORTH INCORPORATED 1913 PALM BEACH COUNTY STATE OF FLORIDA

By: [signature]
Name: Jeff Clemens
Title: Mayor

Witnesses as to Tenant:

Jamie A. Hirsch

Jamie A. Hirsch
Print Name

TENANT:

Sun Recycling, LLC.

By: [signature]
Name: Charles Gusmano
As its: Manager

EXHIBIT A

Description of Premises: The Lake Worth Landfill Site is located at the corner of South E Street and Washington Avenue, in Section 16, Township 44 South, Range 43 East of Palm Beach County, Florida. The Lake Worth Landfill is approximately 65 acre site, located in the City of Lake Worth. Approximately 47 acres of the 65 acre site have been landfilled.

EXHIBIT "B"

NOT TO SCALE

SITE PLAN

GLOBEX
Engineering & Development
Coconut Creek, Florida

FIGURE NO.	1
PROJECT NO.	1900
DOCUMENT NO.	-
PAGE NO.	-

1900FIG01.DWG 20080720102B

Lease Expiration Determination

From the Agreement:

> *The Lease shall continue in force during a period beginning on the Rent Commencement Date and continuing until the expiration of the Lease Term, unless this Lease is sooner terminated or extended to a later date under any other term of provision hereof (the "Primary Term").*

And,

> *"Rent Commencement Date" shall mean ten (10) days after Tenant receives a permit from the Florida Department of Environmental Protection for the Permitted Use hereunder.*

No permit was ever received nor required. Instead, an authorization letter from FDEP for the Permitted Use was issued, on July 12, 2007.

July 12, 2007 + 10 days = July 22, 2007 = Rent Commencement Date

Also from the Agreement:

> *"Lease Term" shall mean a term commencing on the Rent Commencement Date and continuing for 36 calendar months (plus any partial calendar month in which the Rent Commencement Date falls).*

Therefore,

July 22, 2007 + 36 months + any partial month = July 31, 2010 = End of Lease Term

Florida Department of Environmental Protection

Southeast District Office
400 North Congress Avenue, Suite 200
West Palm Beach, Florida 33401-2913

Charlie Crist
Governor

Jeff Kottkamp
Lt. Governor

Michael W. Sole
Secretary

July 12, 2007

BY ELECTRONIC MAIL
Mwatson@lakeworth.org

Robert Baldwin, Interim City Manager
City of Lake Worth
7 North Dixie Highway
Lake Worth, Florida 33460

RE: Lake Worth South Landfill Utilization

Dear Mr. Baldwin,

Your June 22, 2007 letter requesting authorization to utilize the Lake Worth Landfill as a staging area for hurricane-generated debris has been reviewed by personnel from the Florida Department of Environmental Protection's (Department) Southeast District (District). As a part of this review, District personnel also reviewed the "Operation Plan for Staging Area for Hurricane-Generated Debris at the Lake Worth Landfill" dated July 6, 2007 and provided by Sun Recycling. The District approves your request and any construction necessary to prepare the site.

Should a hurricane strike this area, the City must contact the District for permission to activate the site. The District shall provide a letter (example attached) approving utilization of this site for hurricane debris management in accordance with the above referenced Operation Plan.

Questions concerning this letter can be directed to Amedee Dimonnay at (561) 681-6667 or via E-Mail at Amedee.Dimonnay@dep.state.fl.us.

Thank You,

Stephen Brown, Environmental Manager
Solid Waste and Tanks Programs

CC: Phil Medico, Sun Recycling, - pmedico@southernwastesystems.com
Brenda Clark, HDR, Inc., - brenda.claark@hdrinc.com
Michael Bornstein, City of Lantana, - mbornstein@lantana.org
Larry Quinn, City of Boynton Beach, - quinnl@ci.boynton_beach.fl.us
Amedee Dimonnay, DEP/SED, - Amede.dimonnay@dep.state.fl.us
Joseph Lunix, WPA/SED, - joe.lunix@dep.state.fl.us
Richard Tedder, SW/TLH, - richard.tedder@dep.state.fl.us

SB/wff

Prepared for:

SUN RECYCLING, LLC
790 Hillbrath Drive
Lantana, Florida 33462

OPERATION PLAN FOR STAGING AREA FOR HURRICANE-GENERATED DEBRIS AT THE LAKE WORTH LANDFILL PALM BEACH COUNTY, FLORIDA

Prepared By:

GLOBEX
Engineering & Development
6115 Lyons Road
Coconut Creek, Florida 33073
(954) 571-9200

Project No. 1902
July 2006

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Attachment

1. INTRODUCTION

1.1 Overview

On behalf of the City of Lake Worth, Sun Recycling, LLC (Sun Recycling) is proposing to operate a staging area for hurricane-generated debris at the closed Lake Worth Landfill in Lake Worth, Palm Beach County, Florida. On behalf of Sun Recycling, Globex Engineering & Development (Globex) has prepared this Operation Plan to describe the establishment, operation, and closure of the staging area at the Lake Worth Landfill. The facility will be utilized only if the Sun V facility, located at 790 Hillbrath Drive in Lantana, Florida is backed up with significant lines of trucks. The level of the storm event would have to be a major storm event for the operation of a staging area at the Lake Worth Landfill. This Operation Plan has been prepared to meet the requirements of the *Florida Department of Environmental Protection Guidance for Establishment, Operation and Closure of Staging Areas for Hurricane-Generated Debris,* dated November 19, 2004 (updated 09-22-05) and the Palm Beach County Solid Waste Authority *Debris Handling Plan*, revised June 1, 2005.

A letter of thanks and appreciation demonstrating Sun Recycling's experience and proficiency in cleaning a number of staging areas following hurricanes Francis, Jeanne, and Charlie, from Mr. John Booth, the Executive Director of the Solid Waste Authority of Palm Beach County (SWA), dated January 28, 2005, is presented in Attachment A.

1.2 Project Location

The staging area for hurricane-generated debris proposed by Sun Recycling is to be located at the Lake Worth Landfill. The Lake Worth Landfill site is located at the corner of South E Street and Washington Avenue, in Section 16, Township 44 South, Range 43 East of Palm Beach County, Florida. The Lake Worth Landfill is reportedly a 65 acre site, located in the City of Lake Worth. Approximately 47 acres, of the 65 acre site, have been landfilled.

The staging area at the Lake Worth Landfill will be used by the City of Lake Worth, Boynton Beach, and Lantana. The Lake Worth Landfill provides a staging area for

hurricane-generated debris for the cities identified, in that the site is centrally located. In addition, the site is located on top of a closed landfill, and therefore should not be impacted by flooding. The storage area for incoming debris and processed material can be maintained at a minimum distance of 100 feet from surface waters of the state and site property boundaries. There are no on-site structures. The storage areas will also be located at least 100 feet from residential dwellings, commercial or public structures, potable water supply wells, and septic tanks with leach fields. There are no on-site wetlands.

There are two on-site structures (a large water storage tank and a small storage shed). These structures will not be impacted by the activities proposed by Sun Recycling.

1.3 Description of Lake Worth Landfill

The city of Lake Worth began operation of the landfill in 1961. The Lake Worth landfill was not constructed with a liner or leachate collection system. The landfill was used for the disposal of garbage between 1961 through 1982. In 1982, the Florida Department of Environmental Regulation (FDER), currently known as the Florida Department of Environmental Protection (FDEP), denied an application for renewal of the operating permit due to ground water issues. The DER issued temporary operating permits to the City of Lake Worth to avoid excessive hauling costs prior to Palm Beach County's construction of transfer stations. The landfill was formally certified closed in March 1994. It appears that the closure consisted of a 24-in. thick soil cover.

1.4 Organization

The remainder of this Operation Plan is organized as follows:

- Section 2 provides a description of the operation of the staging area
- Section 3 provides a description of the closure of the staging area; and
- Section 4 provides a description of the ground water monitoring to be performed.

2. OPERATION

2.1 Overview

The hurricane-generated debris staging area will be operated by Sun Recycling at the Lake Worth Landfill to accept vegetative material and construction and demolition (C&D) debris. The staging area will be operated for the duration of any Emergency Orders or as otherwise approved by FDEP. The activities to be performed at the staging area include: (i) processing of vegetative debris; (ii) chipping of vegetative debris; (iii) shipping chipped vegetative debris off-site; (iv) processing of C&D debris; (v) shipping recyclable materials off-site; and (vi) shipping C&D residue off-site. The remainder of this section provides a description of these activities.

2.2 Site Inventory

Prior to the operation of the hurricane-generated debris staging area at the Lake Worth Landfill, Sun Recycling will perform a site inventory. This will consist of taking ground or aerial photographs and/or video to document the site conditions prior to operations. Sun Recycling will note important features, such as structures, fences, culverts, and landscaping. The site inventory will be used to return the site to the original condition following completion of the operation of the staging area.

2.3 Site Preparation

Following the site inventory, Sun Recycling will prepare a working platform over the cover of the landfill. This platform, which will consist of a minimum of a 2-ft thick compacted layer of recovered screened material (RSM), will create a separation of the working floor from the certified cover system. In addition, the platform will be used to level the surface. Due to erosion and/or handling of materials over the RSM platform, additional RSM may be required throughout the operation of the hurricane-generated debris staging area. An all weather road will be constructed over the platform, or in areas as necessary, to allow for access around the site. The road will be constructed of recycled materials (i.e., concrete rubble, tile, rock, etc.).

Sun Recycling will expand the width of South E Street to allow for smoother ingress and egress from the site. In accordance with the requirements of the Federal Emergency Management Agency (FEMA) and SWA, Sun Recycling will also construct inspection towers at the locations identified in Figure 1. The inspection towers shall be constructed using pressure treated wood or metal scaffolding. The floor elevation of the tower shall be 10-feet above the existing ground elevation. The floor area shall be a minimum of 8 ft by 8 ft, constructed of 2 8 in. joists, 16 in. on-center with ¾ in. plywood supported by a minimum of four 6 in. by 6 in. posts. A 4-foot high wall constructed of 2 in. by 4 in. studs and ½ in. plywood shall protect the perimeter of the floor area. The floor area shall be covered with a roof. The roof shall provide a minimum of 6 ft – 6 in. of headroom below the support beams. Steps with a handrail shall provide access to the tower. Sun Recycling shall be responsible for ensuring that the inspection towers meet or exceed all appropriate code requirements.

2.4 Responsible Charge

The Sun Recycling Operations Manager is responsible for the operation and management of the staging area for hurricane-generated debris at the Lake Worth Landfill.

2.5 Training

The operator of the hurricane-generated debris staging area will have completed 16 hours of initial training at an applicable TREE-O course at the University of Florida, or other FDEP approved training course, and will pass an examination as part of that training. Within three years after passing the examination, and every three years thereafter, operators will complete an additional 8 hours of continued training. The spotter at the hurricane-generated debris staging area will have completed 8 hours of initial training at an applicable TREE-O course or other FDEP approved training course. Within three years after attending the initial training, and every three years thereafter, spotters shall complete an additional 4 hours of continued training.

Sun Recycling will not employ a person to perform the duties of an operator or spotter at the hurricane-generated debris staging area unless that person is a trained operator or trained spotter, or an interim operator or interim spotter. The interim operator is a

person who has, in the opinion of Sun Recycling, shown competency as an operator through a combination of work experience, education and training and who has at least one year of experience at a Sun Recycling facility or other similar facility. An interim operator may perform the duties of an operator, but only under the supervision of a trained operator. The interim spotter is a person who has, in the opinion of Sun Recycling, shown competency as a spotter through a combination of work experience, education and training. An interim operator may perform the duties of a spotter, but only under the direct supervision of a trained operator. An interim spotter may perform the duties of a spotter, but only under the direct supervision of a trained operator or trained spotter.

Sun Recycling will provide an adequate number of operators and spotters for proper operation of the staging area.

2.6 Operating Hours

The hurricane-generated debris staging area may be open to accept vegetative debris and C&D debris 24 hours per day, as necessary to accommodate the handling of the hurricane generated debris. The actual hours of operation will be posted at the main entrance to the hurricane-generated debris staging area.

2.7 Access

Access by all vehicles shall be via a single secured site entrance, consisting of a gate and fence. The entrance will allow for safe and orderly traffic flow into and out of the facility. Access and receipt of waste shall occur only when and attendant is on duty.

2.8 Material Processing

2.8.1 Acceptable Materials

The materials to be accepted at the hurricane-generated debris staging area will include vegetative debris and C&D debris. The staging area at the Lake Worth Landfill will be used by the City of Lake Worth, Boynton Beach, and Lantana.

2.8.2 Check-in

At the check-in, all loads are visually inspected by the spotter at the inspection tower to identify any unacceptable loads. The spotter will be in charge of inspecting waste vehicles arriving at the site.

If unacceptable materials are identified at check-in, the load is rejected and a Load Rejection Form is prepared. The driver of the vehicle should also be informed of the following: (i) his load is unacceptable and why; and (ii) that Sun Recycling personnel will assist him in determining what he should do for proper disposal of the load. If accepted, the driver of the vehicle is directed to the appropriate materials unloading area. If the load is rejected, the driver of the vehicle is asked to eliminate all objectionable items in future loads so that the loads can be accepted.

2.8.3 Traffic Flow

Once vehicles delivering wastes have been checked-in, they will follow signs posted along the access road(s) to the appropriate areas. Trucks will then proceed to and deposit acceptable materials at the appropriate area.

2.8.4 Spotting

Once check-in activities are completed, the driver of the vehicle is directed to a designated unloading area. To ensure that only vegetative material or C&D materials are unloaded, a trained spotter will be at the unloading area at all times that waste is received to inspect the incoming waste. The trained spotter will perform a visual examination of the waste materials as they are unloaded. The spotter will direct the removal of any prohibited waste. The prohibited waste will be placed back on the truck on which it was delivered to the site, if available. If the truck that the prohibited waste was delivered on is not available, the prohibited waste will be placed in containers for disposal at an appropriate FDEP/SWA permitted facility. A covered hazardous waste storage bin, approved for hazardous chemicals, will be used for temporary storage of hazardous wastes found. The container will meet the Environmental Protection Agency

(EPA) requirements (40 CFR 264.175) for secondary spill containment for hazardous materials. The prohibited waste will be removed from the site.

2.8.5 Processing of Vegetative Debris

It is anticipated that the material to be received at the Lake Worth Landfill staging area for hurricane-generated debris will consist of approximately 80 percent vegetative debris. Vegetative debris will be unloaded at a designated area, as shown in Figure 1. During unloading and once unloaded, the materials are visually inspected again for unwanted, unacceptable materials. Unwanted, unacceptable materials are returned to the hauler during this stage. The handling of unacceptable materials is addressed in Sections 2.8.7 and 2.8.8.

not shown

The vegetative debris will be chipped on-site to help reduce the volume of material. The location of the chipper is shown in Figure 1. The chipped vegetative debris will be stockpiled at the location shown in Figure 1. The chip piles will not exceed 18 feet in height, 50 feet in width and 350 feet in length. The chip piles will be subdivided by fire lanes having at least 25 feet of clear space at the base around each pile. These piles will not be compacted.

disposal ?

The chipped vegetative debris will be removed from the site for in accordance with the requirements of FDEP and/or the SWA. This use is considered beneficial rather than disposal. The vegetative debris will be managed on a first-in, first-out basis.

2.8.6 Processing of C&D Debris

It is anticipated that the remainder of the material to be received at the Lake Worth Landfill staging area for hurricane-generated debris will consist of approximately 20 percent C&D debris. The C&D debris will be unloaded at the designated areas identified in Figure 1. The C&D debris will be transferred from the Lake Worth Landfill staging area for hurricane-generated debris to an FDEP permitted facility for material processing. The C&D debris will be managed on a first-in, first-out basis.

2.8.7 Class I Wastes

Should Class I wastes such as household garbage, putrescible waste, or mixed wastes containing these materials, be identified in the staging area, it will be removed from the staging areas and placed in solid waste storage containers that will be located on-site. The waste materials will be disposed of at a permitted Class I waste disposal facility as soon as practicable to prevent odor, vectors, and sanitary nuisances.

2.8.8 Class III Wastes

Should Class III wastes be identified in the staging area, it will be removed from the staging areas and placed in temporary storage containers. The waste materials will be disposed of at a permitted Class III or Class I waste disposal facility as soon as practicable.

2.8.9 Burning of Hurricane-Generated Yard Trash

Burning of hurricane-generated yard trash will not be performed by Sun Recycling at the Lake Worth Landfill site.

2.8.10 Particulate Control

If the occurrence of excessive wind comes about, operations that would encourage the production of windblown sand, debris and paper shall be curtailed. The Sun Recycling Operations Manager will be responsible for deciding when winds are too high for safe operation. Alternative methods of stockpiling may be an appropriate response to high wind in order to prevent wind capture. In general, activities should be arranged and sequenced in accordance with prevailing wind conditions in order to minimize the generations of windblown particulate. Additional controls can include portable windscreen fencing, reconfiguring piles and limiting operations.

2.9 Equipment Maintenance

2.9.1 Equipment Startup

Equipment operators arrive and inspect all machinery to ensure that it is in good working order. If any machinery is found to need mechanical attention/maintenance, the Sun Recycling Operations Manager will address such needs.

2.9.2 Equipment Support

Sufficient equipment will be available to operate the site even if one of the pieces of equipment is temporarily out of service. If a piece of equipment is out of service for an extended period or if additional equipment is required on a temporary basis, this equipment is available for rental nearby.

2.9.3 Equipment Shutdown

All equipment is shut down and allowed to cool before site lockout. The cooling process takes about 1/2 hour. The Sun Recycling Operations Manager conducts a walk-through of the staging area to confirm that all shutdown procedures have been implemented. Once satisfied that all shutdown procedures are complete, all gates are locked.

2.10 Stormwater Control

Stormwater controls, such as silt fences, will be used at the crest of the landfill side slopes to prevent discharge of contaminated runoff into the surface water management system for the Lake Worth Landfill. Maintenance of the silt fence will include removal of silt and debris as necessary.

2.11 Mud, Litter, and Dust Control

Sun Recycling, with extensive experience in managing similar facilities, will implement Best Management Practices (BMPs) to control mud, litter, and dust at the staging area.

2.12 Recordkeeping

Sun Recycling will keep records of the amount and type of waste received, waste sent off-site for disposal or recycling, and waste left on-site. These records will be maintained by Sun Recycling to demonstrate that the staging area has been operated in accordance with applicable regulations and orders. These records will be kept at the Sun Recycling corporate headquarters located in Lantana, Florida and shall be available for review upon FDEP request.

3. CLOSURE

3.1 Overview

The staging area for hurricane-generated debris located at the Lake Worth Landfill will be closed upon completion of management of the hurricane-generated debris. Sun Recycling will contact FDEP prior to initiating closure of the site.

3.2 Site Closeout

Sun Recycling will remove all processed and unprocessed vegetative material and C&D debris within 6 months of receiving the last load of debris. All materials will be removed to a properly approved solid waste management facility.

3.3 Remediation Plan

Following removal of all debris from the site, Sun Recycling will then perform an inspection of the site with representatives of the City of Lake Worth. During the inspection, a remediation plan will be developed for the site. The remediation plan will describe the activities that are necessary for returning the site to the original condition. This may include, but will not necessarily be limited to; environmental monitoring (ground water and/or soils), repairs to the FDEP certified soil cover, South E Street, Washington Avenue, the on-site surface water management systems, site fencing, landscape and/or vegetative cover.

The extent of the remediation will be determined based on the site conditions documented during the site inventory.

The remediation plan will be submitted to FDEP for approval, if required, prior to implementation. Upon obtaining approval, Sun Recycling will implement the remediation plan. The remediation activities will be documented and certified by an Engineer registered in the State of Florida. A final certification report will be provided to the City of Lake Worth for submittal to FDEP.

4. ENVIRONMENTAL MONITORING

The Lake Worth Landfill is currently monitoring the ground water at the site in accordance with a permitted ground water monitoring network. The network consists of one background well GW-1 and three compliance wells GW-2, GW-3, and GW-4. Prior to operation of the staging area, Sun Recycling will collect ground water samples from each of the on-site ground water monitoring wells in order to establish pre-existing water quality conditions. The ground water samples will be analyzed for the parameters presented in Table 1.

Ground water monitoring, at the locations described above, will also be performed as part of the site remediation. The ground water samples will be analyzed for the parameters presented in Table 1. The results of the ground water monitoring, including a comparison of the pre-existing and final ground water quality conditions, will be included in the final certification report submitted to the City of Lake Worth.

Additional environmental monitoring will be performed, if required, during the site operations or during the site remediation as part of the closeout activities.

Table 1. Ground-Water Monitoring Parameters

Field Parameters	Laboratory Parameters
Static Water Levels	Total Ammonia - N
Specific Conductivity	Chloride
pH	Iron
Dissolved Oxygen	Mercury
Turbidity	Nitrate
Temperature	Sodium
Colors and Sheens	Total Dissolved Solids (TDS)
	Those parameters listed in 40 CFR 258, Appendix I

ATTACHMENT

LETTER FROM SWA

SWA
SOLID WASTE AUTHORITY

YOUR PARTNER FOR
SOLID WASTE SOLUTIONS

January 28, 2005

Mr. Philip Medico
Sun Recycling
790 Hillbrath Road
Lantana, FL 33462

Dear Mr. Medico,

The Solid Waste Authority (SWA), through Palm Beach County, adopted a County Wide Debris Management Plan several years ago. While we had hoped never to have to implement this plan, visits from hurricanes Frances and Jeanne made that decision for us.

Within 90 days more than 3 million cubic yards of storm debris had been collected county-wide. The Sun Recycling team has done an outstanding job removing mixed C&D debris and mulch from our Ash Fill and Pelletizer temporary sites. To date, more than one million cubic yards has been removed from all sites.

The incredible and no less than amazing accomplishments of the past several months could never have happened without your dedicated team of professionals. You, Fran Volker and your entire company worked diligently alongside SWA to restore this county to its pre-storm state as quickly and safely as possible. The cooperative partnership we shared throughout the whole process is one which every county could only dream of having.

On behalf of SWA and all residents of unincorporated Palm Beach County, please allow me to thank you and your team for an incredible job. We couldn't have done it without you!

Sincerely,

John D. Booth, P.E., DEE
Executive Director

Cc: F. Volker

7501 North Jog Road, West Palm Beach, Florida 33412 (561) 640-4000 Fax (561) 640-3400
Customer Information Services: (561) 697-2700 • South and West County: 1-(866) 792-4636

NOT TO SCALE

SITE PLAN

widen road to east instead of west

GLOBEX
ENGINEERING & DEVELOPMENT
Coconut Creek, Florida

FIGURE NO.	1
PROJECT NO.	1900
DOCUMENT NO.	-
PAGE NO.	-

1900F001.DWG 200607201028

Attachment E

Cost Estimate

Engineer's Opinion of Probable Construction Costs for
City of Lake Worth Landfill
Remove RSM and Dispose of at Approved Landfill

Item	Description	Quantity	Unit	Unit Price	Price
A. General		Estimated			
1.	Mobilization (7%)	1	LS	$ 85,000.00	$ 85,000
2.	Clearing and Grubbing	13	AC	$ 6,000.00	$ 78,000
3.	Excavate & Load RSM	105,000	CY	$ 1.00	$ 105,000
4.	Transport to West Palm Beach Landfill	105,000	CY	$ 3.45	$ 362,250
5.	Disposal Fees	141,750	TN	$ 2.00	$ 283,500
6.	Clean Fill (Delivered)	10,500	CY	$ 9.50	$ 99,750
7.	Spread & Final Grading	26	AC	$ 2,500.00	$ 65,000
8.	Topsoil	26	AC	$ 5,000.00	$ 130,000
9.	Seed & Mulch	26	AC	$ 2,500.00	$ 65,000
	Construction Costs				**$ 1,273,500**
	* Contingency (20%)				$ 254,700
	Total Construction Costs				$ 1,528,200
	Rounded Total Construction Costs				**$ 1,530,000**

* Includes Engineering, Permitting, Observation & Completion Statement

Florida Health Mission:
To protect, promote
& improve the health
of all people
in Florida through
integrated state, county,
& community efforts.

Rick Scott
Governor

John H. Armstrong, MD, FACS
Surgeon General & Secretary

Florida Department of Health
Palm Beach County
Division of Environmental Public Health
PO Box 29
800 Clematis Street
West Palm Beach, Florida 33402
PHONE561-837-5900
FAX: 561-837-5294

www.pbchd.com
www.floridashealth.com
TWITTER: HealthyFLA
FACEBOOK: FLDepartmentofHealth
YOUTUBE: fldoh

February 15, 2013
ELECTRONIC CORRESPONDENCE
jbrown@lakeworth.org

Jamie Brown
Interim Public Services Director
City of Lake Worth
1749 3rd Avenue South
Lake Worth, FL 33460

RE: City of Lake Worth South Landfill – Permit No. 131669-002-SF
Conclusion of Long Term Care
WACS No: 65859

Dear Mr. Brown:

We have reviewed the request submitted by MOCK and ROOS on January 24, 2013 (attached) regarding the conclusion of the long term care at the Lake Worth South Landfill.

Based on the supporting information provided, and the recommendation from the Department of Environmental Protection, the Health Department concurs that the City of Lake Worth may discontinue ground water monitoring and may conclude the long term care at this landfill. If additional information becomes available which could change this, the Health Department must be notified.

Additionally, since the City of Lake Worth would be required to properly abandon all monitoring wells, and the monitoring wells must be plugged and abandoned in accordance with the requirements of Rule 62-532.500(5), Florida Administrative Code (F.A.C.).

Any disturbance of the old landfill must be done in accordance with the latest version of the "Guidance for Disturbance and Use of Old Closed Landfills or Waste Disposal Areas in Florida (March 17, 2009)" at DEP's Website:

http://www.dep.state.fl.us/waste/quick_topics/publications/shw/solid_waste/Dump-Guidance-03Feb11.pdf

Should you have any questions, please contact Laxmana Tallam, P.E. at 561-837-5900, or email to Laxmana_Tallam@doh.state.fl.us.

Executed in West Palm Beach, Florida
For the Division Director
Environmental Public Health

James E. Stormer, Q.E.P., Environmental Administrator
Air and Waste Section

Cc:	Amede Dimonnay, DEP/SED	email	Amede.dimonnay@dep.state.fl.us
	Paul Wierzbicki, DEP/SED	email	Paul.wierzbicki@dep.state.fl.us
	Richard Tedder, DEP/TAL	email	Richard.Tedder@dep.state.fl.us
	Ken Berg, PBSWA	email	kberg@swa.org

MOCK • ROOS
ENGINEERS • SURVEYORS • PLANNERS

ENV. PUBLIC HEALTH
2013 JAN 24 AM 10: 51

January 22, 2013

Mr. Laxmana Tallam, P.E.
Permitting & Title V Supervisor
Air & Solid Waste Section
Palm Beach County Health Department
800 Clematis Street
West Palm Beach, FL 33301

Ref. No. B0065.12
Subject: City of Lake Worth South Landfill
Conclusion of Long Term Care Period
FDEP Permit No. 0131669-002-SF

Dear Mr. Tallam:

Attached you will find one signed and sealed original Engineer's Final Certification of Completion for the Long Term Care and Closure of the City of Lake Worth's South Landfill.

If you have any questions, please contact me at 683-3113, extension 248.

Sincerely,

MOCK, ROOS & ASSOCIATES, INC.

Neil J. Condy, P.E.
Senior Project Engineer

NJC:jeh
Enclosure
Copies: Amede Dimonnay (w/encl.)
James Stormer (w/encl.)
Richard Tedder (w/encl.)
Jamie Brown (w/encl.)
Thomas A. Biggs
Anne Capelli

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Mock, Roos & Associates, Inc.
5720 Corporate Way, West Palm Beach, Florida 33407-2066, (561) 683-3113, fax 478-7248

MOCK • ROOS

ENGINEERS • SURVEYORS • PLANNERS

ENGINEER'S FINAL CERTIFICATE OF COMPLETION

City of Lake Worth South Landfill
Long Term Care and Closure Plan
FDEP Permit No. 0131669-002-SF
PA# B0065.12

As a licensed professional engineer in the State of Florida, to the best of my knowledge, information, and belief, it is my professional opinion that the Long Term Care and Final Closure of the City of Lake Worth's South Landfill; based on field reviews under my responsible charge, review of previous documentation and the review of record drawings and laboratory testing results; have been completed in substantial conformance with the approved permits. In my professional opinion, any deviations noted will not impair the intended functioning of the closed landfill. Exceptions to this completion statement are as follows:

- The original approved Long Term Care and Closure Plan was modified to authorize the use of the South Landfill as a staging area for hurricane generated debris in accordance with the "Operation Plan for Staging Area for Hurricane-Generated Debris at the Lake Worth Landfill" as prepared by Globex Engineering and Development, dated July 2006.

- In accordance with the current permit, the eleven existing methane monitoring wells shall be abandoned in accordance with Chapter 62-532 (5). These well abandonments have commenced but have not been completed due to environment conditions that impacted this work. Upon completion of this work, a separate Certificate of Completion addressing the methane monitoring well abandonment will be submitted to the Health Department.

- Additionally, the seven existing ground water monitoring wells shall be abandoned in accordance with Chapter 62-532 (5). Upon completion of this work, a separate Certificate of Completion addressing the ground water monitoring well abandonment will be submitted to the Health Department.

Neil J. Condy, P.E.
Fla. P.E. No. 36773
1-22-13
Date

Mock, Roos & Associates, Inc.
5720 Corporate Way
West Palm Reach, FL 33407
Florida E.B. No. 48

(Reproductions are not valid unless signed, dated and embossed with an Engineer's Seal)

Mock, Roos & Associates, Inc.
5720 Corporate Way, West Palm Beach, Florida 33407-2066, (561) 683-3113, fax 478-7248

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ENV. PUBLIC HEALTH
2013 JAN 15 AM 10: 53

January 11, 2013

Laxmana Tallam
Palm Beach County Health Department
Air and Waste Program
P.O. Box 29
West Palm Beach, FL 33402

Ref. No. B0065.12
Subject: Lake Worth South Landfill Closure Permit No. 0131669-SF-001
Bi-Annual compliance monitoring – October 2012

Dear Mr. Tallam:

Enclosed please find a copy of the October 2012 groundwater monitoring results for the above referenced facility. In addition, also included is a copy of the November 6, 2012 resampling results of GW-6 for Benzene. The enclosures include: the sample analyte count, the analytical results by well, the field log, the login checklist, the groundwater sampling logs by well, and the groundwater level contours. Please keep in mind that the well designated as GW-4 in these reports is actually GW-6, the replacement for GW-4 after 2005. GW-1 was established as the background well. In addition, we contend that GW-6 also acts as a background well, due to the predominant groundwater flow direction from southwest toward northeast.

The results of the sampling on October 16, 2012, indicated an exceedance for benzene in GW-6. The well was re-sampled on November 6 and the result again showed an exceedance of the standard. Due to the direction of the groundwater flow and the indication of benzene only at this well location, we believe the source of the benzene is/was offsite (and not the landfill). Records indicate that this same situation occurred just over 10 years ago. You will also note that the groundwater elevations for all sampling wells were extremely high during this sampling period. The reason for the high water table could be the extreme rainfall from Tropical Storm Isaac, combined with very high seasonal high tide elevations in the receiving water (Lake Worth Lagoon). The higher-than-normal ground water could have conveyed offsite benzene from a source further away than would normally be anticipated. We do not believe these samples are representative of the landfill site.

Also provided are trend graphs for selected parameters (arsenic, ammonia, benzene, pH, total dissolved solids) and the required certification form.

Mock, Roos & Associates, Inc.
5720 Corporate Way, West Palm Beach, Florida 33407-2066, (561) 683-3113, fax 478-7248

A CD containing the Electronic Data Deliverables (Laboratory EDD and Field EDD) is also provided.

In accordance with the approved landfill closure plan, 2013 marks the completion of the 20-year post-closure monitoring period. As the Post-Closure Monitoring Permit is set to expire on February 28, 2013, we understand that the October 2012 monitoring event was the last sampling to be performed. We understand that the methane monitoring wells still need to be certified as abandoned and recommend that the groundwater monitoring wells be similarly abandoned and certified as such. At that time, we would anticipate that the post-closure activities for the landfill be complete. The City understands that any future use of the site will require approval from the FDEP.

If you have any questions, please contact me at 683-3113, extension 216.

Sincerely,

MOCK, ROOS & ASSOCIATES, INC.

Thomas A. Biggs, P.E.
Executive Vice President

TAB:jeh
Enclosure
Copies: Jamie Brown, City of Lake Worth (w/encl.)
Richard Tedder, P.E., FDEP (w/encl.)

Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

DEP Form #: 62-701.900(31), F.A.C
Form Title: Water Quality Monitoring Certification
Effective Date: January 6, 2010
Incorporated in Rule 62-701.510(9), F.A.C.

WATER QUALITY MONITORING CERTIFICATION

PART I GENERAL INFORMATION

(1) Facility Name Lake Worth South Landfill

Address South E Street

City Lake Worth Zip _____ County Palm Beach

Telephone Number ( ) none on site

(2) WACS Facility ID 65859

(3) DEP Permit Number 131669-002-SF

(4) Authorized Representative's Name Thomas A. Biggs, P.E. Title Exec. V. Pres., Mock•Roos

Address 5720 Corporate Way

City West Palm Beach Zip 33407 County Palm Beach

Telephone Number (561) 683-3113. ext/ 216

Email address (if available) thomas.biggs@mockroos.com

CERTIFICATION

I certify under penalty of law that I have personally examined and am familiar with the information submitted in t document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtain the information, I believe that the information is true, accurate, and complete. I am aware that there are signific penalties for submission of false information including the possibility of fine and imprisonment.

1/11/13
(Date)

(Owner or Authorized Representative's Signature)

PART II QUALITY ASSURANCE REQUIREMENTS

Sampling Organization Jupiter Environmental Laboratories, Inc.

Analytical Lab NELAC / HRS Certification # E86546

Lab Name Jupiter Environmental Laboratories, Inc.

Address 150 S. Old Dixie highway, Jupiter, FL 33458

Phone Number (561) 575-0030

Email address (if available) clientservicers@jupiterlabs.com

10.83 GW-3 Monitoring Well & Water Level

Boundary

Ground Water Flow Direction

Water Level Contour (feet NGVD)

0.5-ft Contour Interval

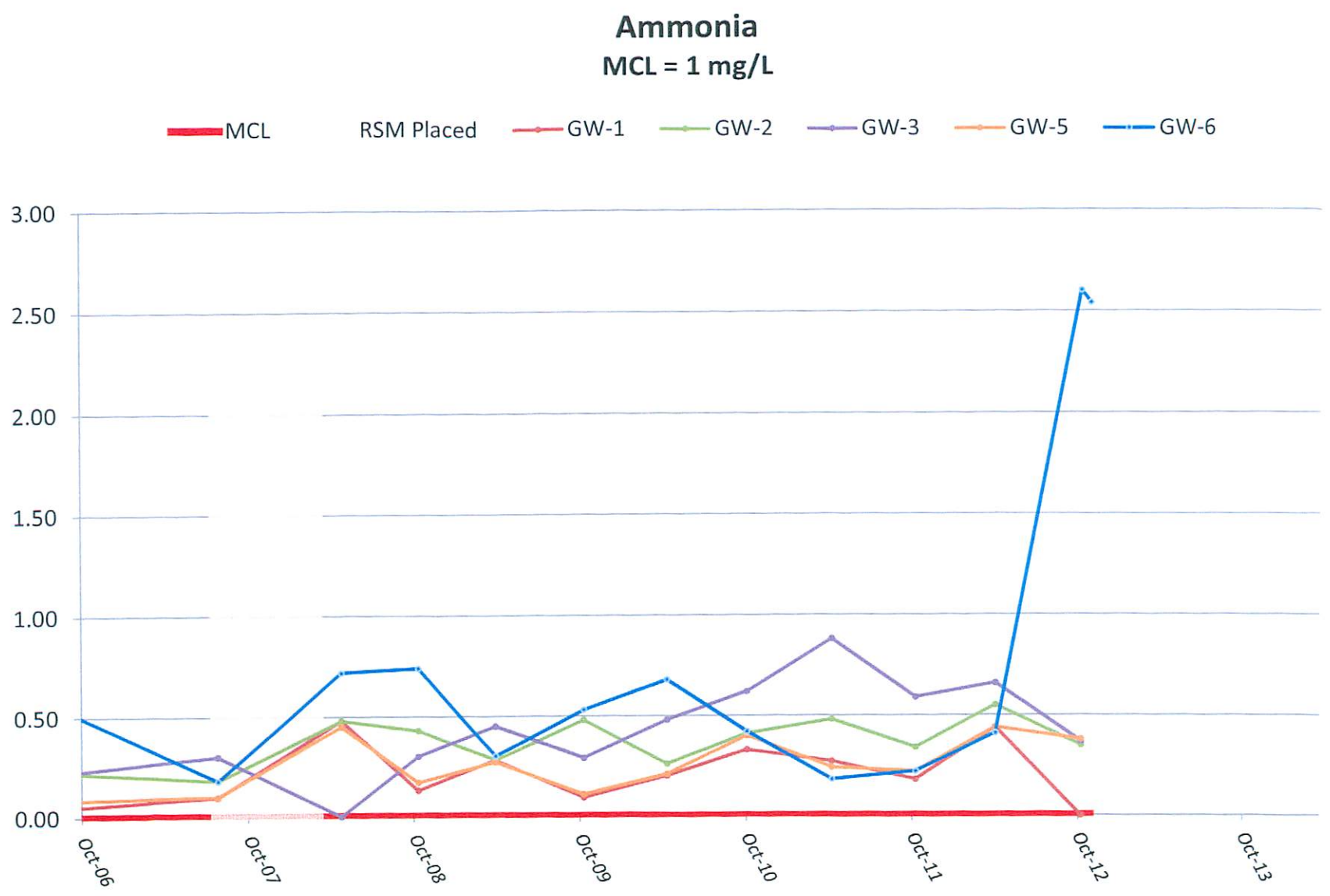
400 200 0 400 Feet

N W E S

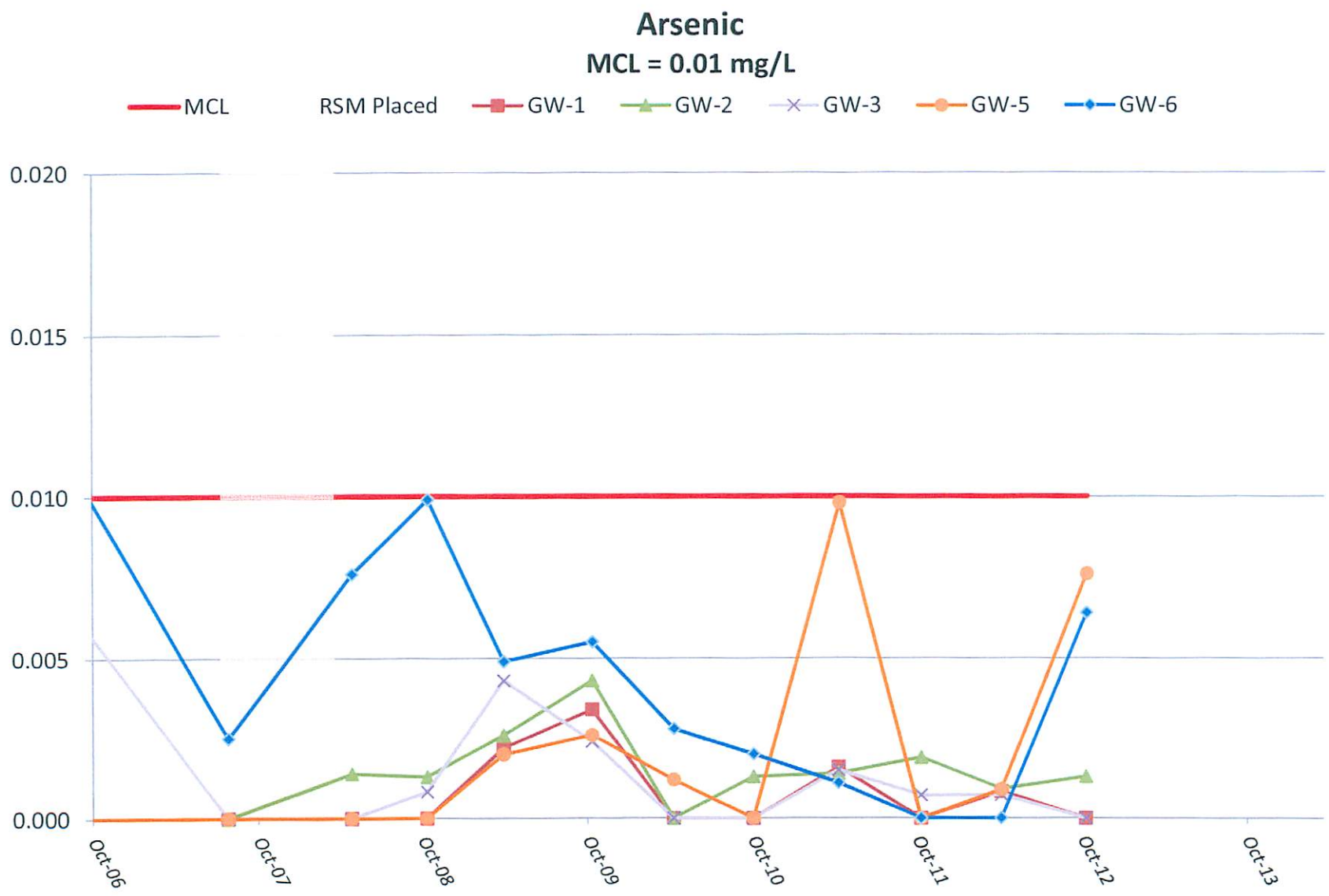
JLA Geosciences

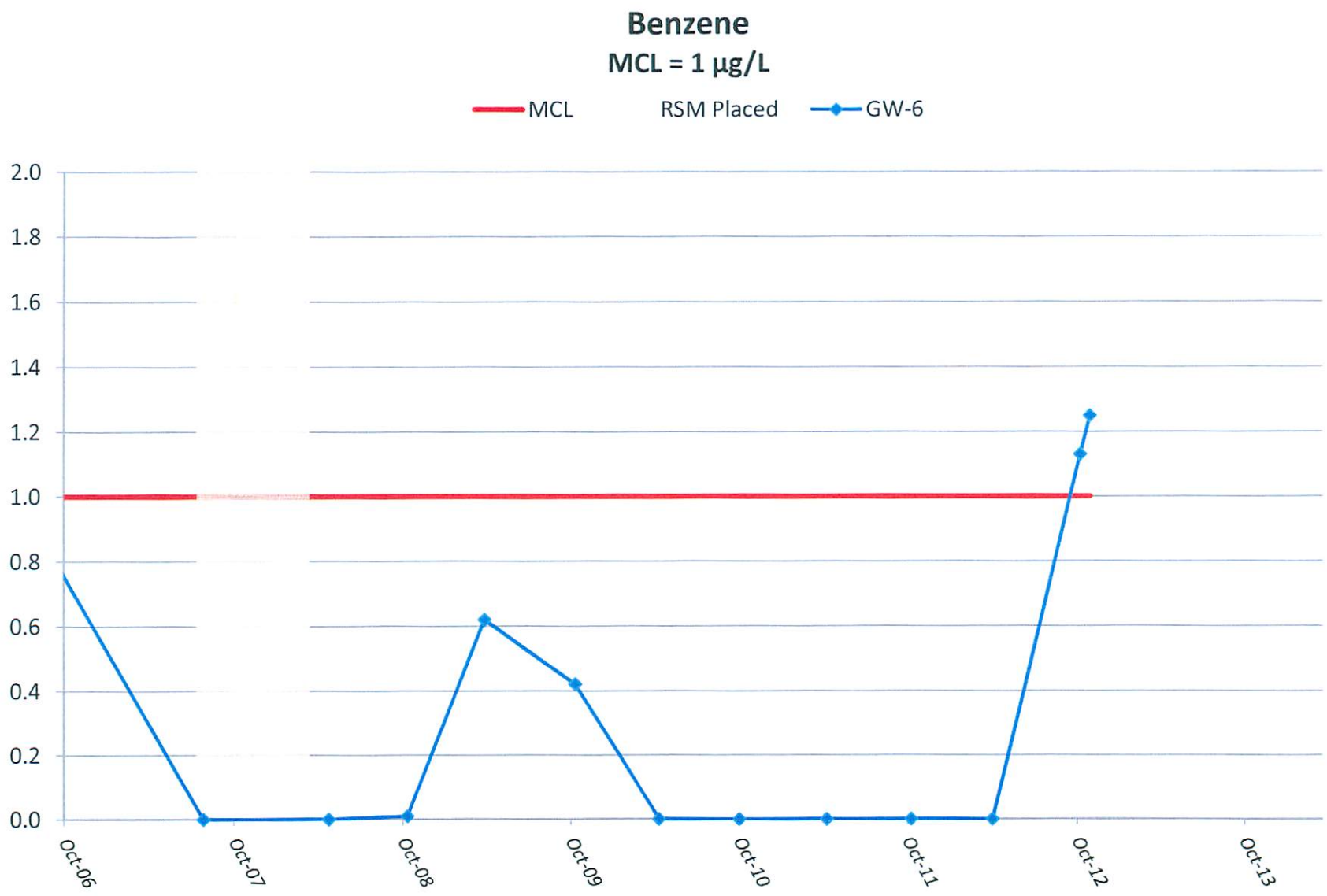
Lake Worth South Landfill
Water Level Contours
October 16, 2012

PAUL MICHAEL STOUT LICENSE No. 1118 STATE OF FLORIDA PROFESSIONAL GEOLOGIST

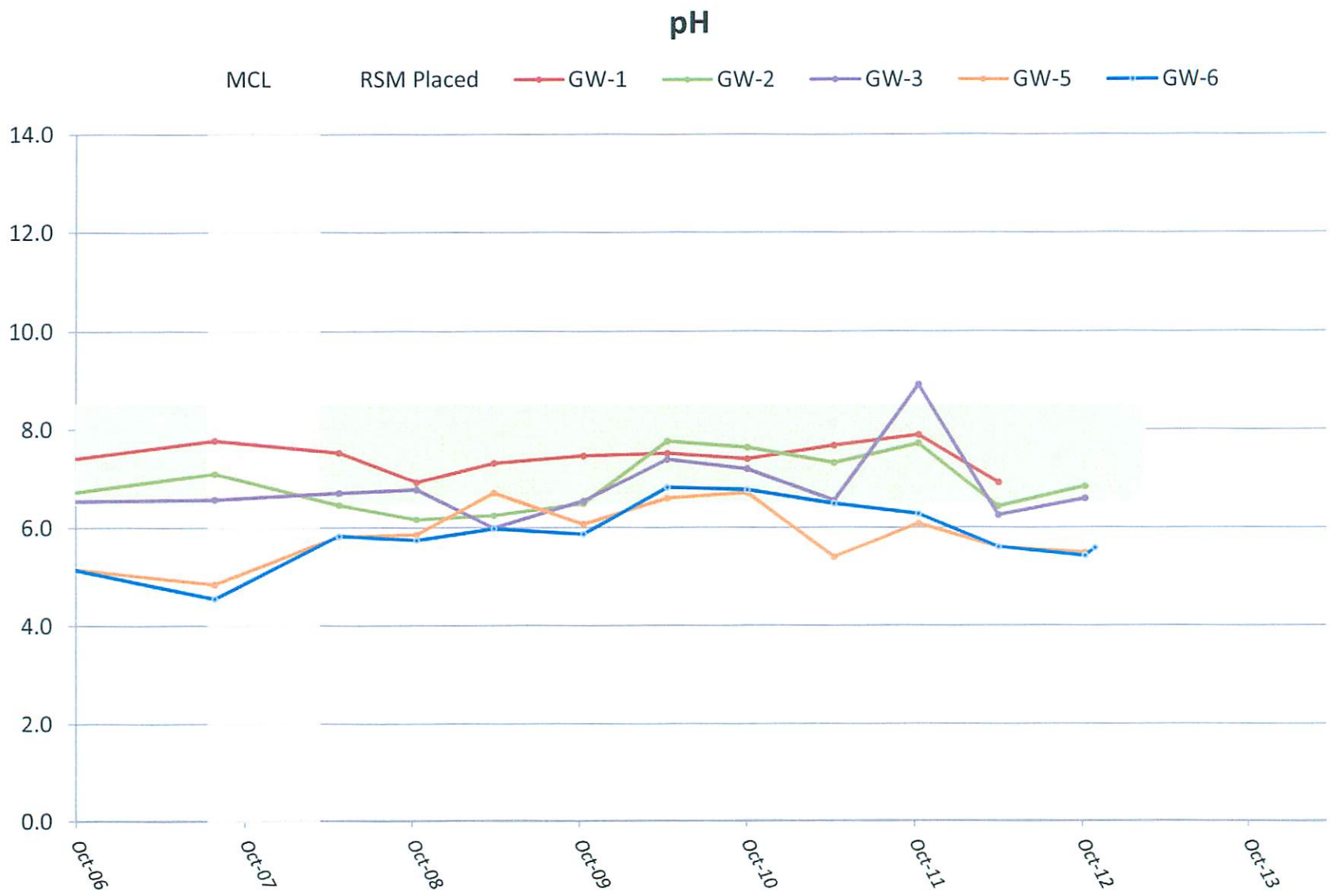

Ammonia
MCL = 1 mg/L
MCL
RSM Placed
GW-1
GW-2
GW-3
GW-5
GW-6
3.00
2.50
2.00
1.50
1.00
0.50
0.00
Oct-06
Oct-07
Oct-08
Oct-09
Oct-10
Oct-11
Oct-12
Oct-13

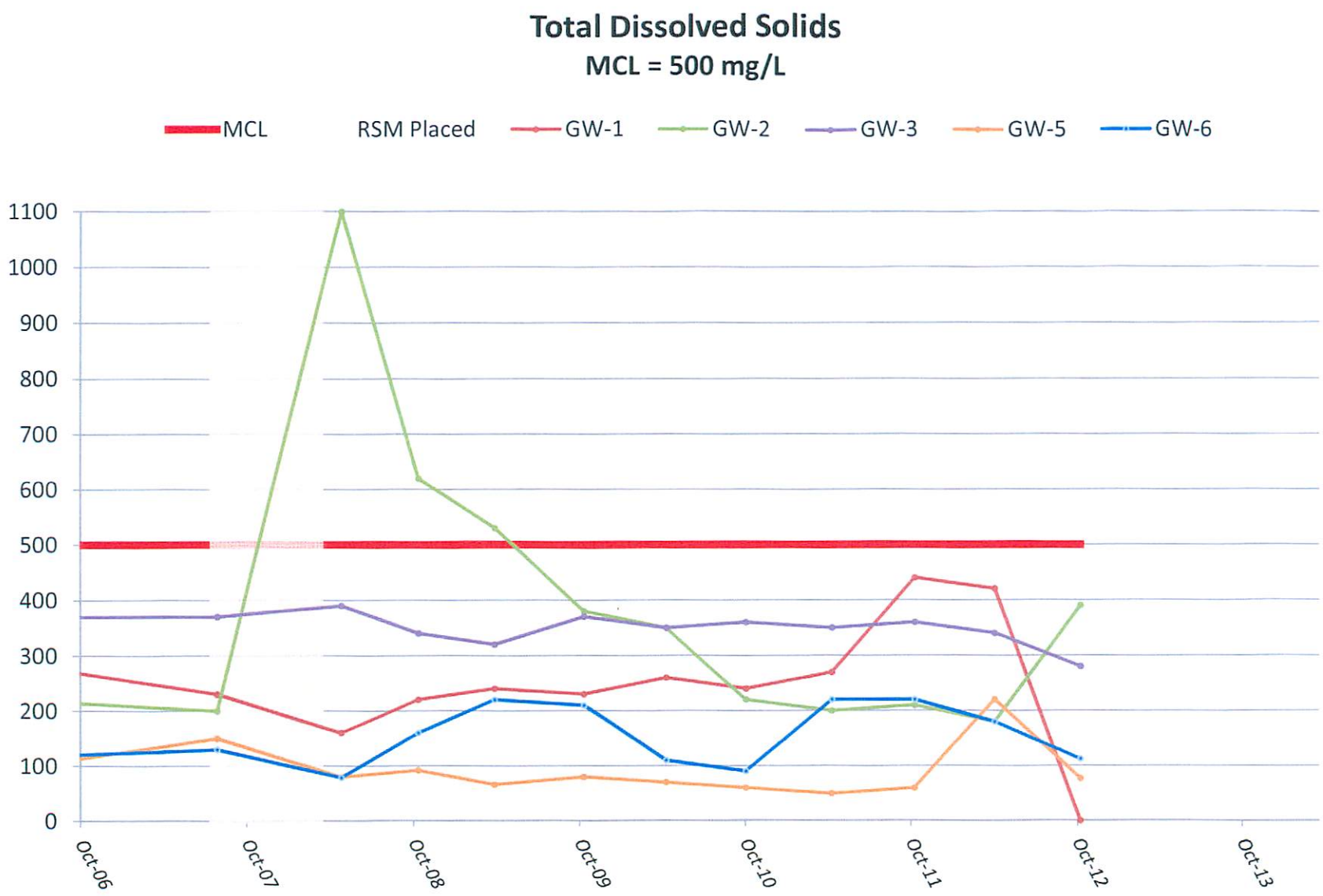
Lake Worth South Landfill - Post Closure Groundwater Monitoring Results




Benzene
MCL = 1 µg/L
MCL
RSM Placed
GW-6
2.0
1.8
1.6
1.4
1.2
1.0
0.8
0.6
0.4
0.2
0.0
Oct-06
Oct-07
Oct-08
Oct-09
Oct-10
Oct-11
Oct-12
Oct-13

Lake Worth South Landfill - Post Closure Groundwater Monitoring Results




Total Dissolved Solids
MCL = 500 mg/L
MCL
RSM Placed
GW-1
GW-2
GW-3
GW-5
GW-6
1100
1000
900
800
700
600
500
400
300
200
100
0
Oct-06
Oct-07
Oct-08
Oct-09
Oct-10
Oct-11
Oct-12
Oct-13

CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600· Fax: 561-586-1750

AGENDA DATE: March 18, 2014, Regular Meeting **DEPARTMENT:** Finance

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EXECUTIVE BRIEF

TITLE:
Resolution No. 14-2014 - amend the Fiscal Year 2014 Comprehensive Fee Schedule to include domestic partnership registration and Code Compliance release of lien fees

SUMMARY:
The Resolution provides for the establishment of the fees as listed below.

BACKGROUND AND JUSTIFICATION:
On September 12, 2013, the City Commission adopted Resolution No. 41-2013 establishing the fees for City services and other charges for Fiscal Year 2013-2014. The effective date of the charges was October 1, 2013.

- The Domestic Partnership registration fees allow for the various fee schedules for this item.
- The Code Compliance fees for the release of liens provides for the cost of these services.

Additionally, on March 18, 2014, the City Commission will take action on Ordinance No. 2014-09 to regulate the Domestic Partnership registration process and establish fees by resolution. If the ordinance is approved, this resolution will establish those fees. The effective date of this resolution will be the same as Ordinance No. 2014-09.

MOTION:
I move to approve/disapprove Resolution No. 14-2014.

ATTACHMENT(S):
Fiscal Impact Analysis – not applicable
Resolution

RESOLUTION NO. 14-2014 OF THE CITY OF LAKE WORTH, FLORIDA, ESTABLISHING REGISTRATION AND OTHER FEES FOR DOMESTIC PARTNERSHIPS; ESTABLISHING CODE COMPLIANCE RECORDING FEES; AMENDING RESOLUTION NOS. 41-2013, 61-2013, 68-2013 AND 05-2014; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission adopted Resolution 41-2013 on September 12, 2013 establishing the original schedule of fees and charges for the 2013-2014 fiscal year for City services which was later amended with Resolutions 61-2013, 68-2013 and 05-2014; and

WHEREAS, the City desires to amend the City-wide fee schedule to establish: (1) Domestic Partnership registration and related fees (for amendments and terminations); and, (2) Code Compliance Recording fees; and

WHEREAS, the establishment of additional fees and charges to be added to the City-wide fee schedule serves a valid public purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAKE WORTH, FLORIDA, that:

Section 1. The foregoing recitals are incorporated into this Resolution as true and correct statements.

Section 2. The revised schedule of fees and charges is attached hereto as Exhibit “A” and incorporated herein is hereby adopted.

Section 3. Except as revised herein all other fees and charges adopted by the City remain unchanged.

Section 4. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed.

Section 5. If any provision of this resolution or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of this Resolution which can be given effect without the invalid provision or application and to this end the provisions of this Resolution are declared severable.

Section 6. That this Resolution shall take effect ten days after adoption.

The passage of this Resolution was moved by Commissioner _____, seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

Mayor Pam Triolo
Vice Mayor Scott Maxwell
Commissioner Christopher McVoy
Commissioner Andy Amoroso
Commissioner John Szerdi

The Mayor thereupon declared this Resolution duly passed and adopted on this 18th day of March, 2014.

LAKE WORTH CITY COMMISSION

By:_____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

EXHIBIT A

CITY OF LAKE WORTH

SCHEDULE OF FEES AND CHARGES FOR SERVICES

EFFECTIVE – FY 2013-2014

- Original Adoption of Fee Reso # 41-2013 (9/12/13) Effective 10/1/2013
- Amendment 1 – Resolution # 61-2013 – November 5th 2013
- Amendment 2 – Resolution # 68-2013 – December 3rd 2013
- Amendment 3 - Resolution # 05-2014 – January 7th 2014
- Amendment 4 - Reso # 09-2014 – Pending Commission Approval 3/18/ 14

TABLE OF CONTENTS
"Schedule of Fees and Charges for Services"

EXHIBIT A

Amendment to Fee Resolution – March 18th, 2014

CITY CLERK

DOMESTIC PARTNERSHIP REGISTRATION FEES

Registration of Domestic Partnership.....1
Amend Registered Domestic Partnership.....1
Terminate Registered Domestic Partnership.....1

COMMUNITY SUSTAINABILITY

CODE COMPLIANCE

Release of Lien Recording Fees.....2

EXHIBIT A

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Services Provided	Fees ($)
CITY CLERK	**Registered Domestic Partnership Fees**	**Costs**
Domestic Partnership	Registration of Domestic Partnership	$ 50.00
" "	Amend Registered Domestic Partnership	$ 25.00
" "	Terminate Registered Domestic Partnership	$ 25.00

Footnote / Explanation	

EXHIBIT A

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Services Provided	Fees ($)
COMMUNITY SUSTAINABILITY	Code Enforcement Lien Reduction, Reconsideration of Sale and Lien Release, Processing Stipulation	Costs
(Application Fees for relief under Article VI "Code Enforcement")	[1] Lien Reduction, initial application	$ 250.00
	[2] Lien Reduction, each additional application	$ 250.00
	[3] Reconsideration for sale	$ 250.00
	[4] Release of lien application; requesting City Attorney's determination of unenforceability	$ 250.00
	[5] Stipulation	$ 150.00
Recording Fees	[6] * Release of Lien Recording Fees	$ 27.00

Footnote / Explanation	
6	*"Release of Lien Recording Fees" is the only item being presented for CC approval*

CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600· Fax: 561-586-1750

AGENDA DATE: March 18, 2014, Regular Meeting **DEPARTMENT:** Water Utilities

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EXECUTIVE BRIEF

TITLE:
Professional services agreement with URS Corporation Southern for engineering, design and construction services for the Roadway and Utilities Master Plan Capital Projects

SUMMARY:

The Agreement provides for engineering, design and construction phase services for the Roadway and Utilities Master Plan Capital Projects for a twenty-four month term with provisions for three two-year renewals. The initial work authorization is for engineering and permitting services for Year 1 Projects # 2, 4 and 7 in a lump sum amount of $681,807.

BACKGROUND AND JUSTIFICATION:
In order to move forward on the infrastructure improvements for the City's Roadway and Utilities Master Plan Capital Projects, the City prepared a formal Request for Proposals and initiated a competitive solicitation process to select one or more Engineering and Design Firm(s) for the initial phase of the Project. Following a review of the submitted proposals by the evaluation panel, URS Corporation Southern was selected as the top candidate to serve in this capacity. Two engineering firms are recommended due to the large scope associated with the Master Plan Projects.

The anticipated overall engineering and construction budget for Year 1 Projects # 2, 4 and 7 is $8,287,268. The engineering and permitting services proposal is 8.2% of the project budget. The services to be provided under the agreement include ten (10) tasks outlined as follows:

1. Feasibility Study and Implementation
2. Project Coordination
3. Public Involvement
4. Transportation and Street Improvements (including surveying)
5. Stormwater Collection System Improvements
6. Potable Water Distribution System Improvements
7. Bid Phase Services
8. Permitting Phase Services
9. Services During Construction and Delivery
10. Contract Administration

The initial work authorization includes the first eight tasks. This array of services will ensure a professional level of engineering and design services initially and timely delivery of the shovel ready designs to undertake construction of the Project. Services during construction will be authorized separately following funding of project construction. A list of deliverables and project schedule are included in the proposal.

The funding for this project is housed in multiple funds as shown in the attached schedule.

MOTION:
I move to approve/not approve a Professional Services Agreement with URS Corporation Southern and an initial Work Authorization for engineering and permitting services for Year 1 Projects # 2, 4 and 7, in a lump sum amount of $681,807.

ATTACHMENT(S):
Fiscal Impact Analysis
URS proposal and scope of work
Professional Services (Engineering) Presentations
Roadway and Utility Master Plan Year 1 Prioritization
Signed Professional Services Agreement including exhibits

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2017
Capital Expenditures	$681,807	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	$681,807	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Roadway and Utilities Master Plan Capital Projects		**URS Corporation Engineering, Design & Construction Contract**				
Account Number (s)		**Account Description (s)**	**FY 2014 Budget**	**Current Balance**	**Agenda Expenses**	**Remaining Balance**
402-9010-581-91-80		Water Fund	$6,151,297	$6,071,297	-$283,668	$,5787,629
305-5020-541-63-15		Road & Street Facility	$5,330,669	$5,319,084	-$100,479	$5,218,605
305-5090-538-63-15		Storm Water Fund	$2,106,960	$2,106,960	-$21,166	$2,085,794
305-7231-535-63-15		Sewer Fund	$4,225,014	$4,225,014	-$276,494	$3,948,520
					-$ 681,807	

C. Department Fiscal Review:
Larry Johnson
Finance Department
City Attorney

CITY OF LAKE WORTH

Scope of Services
Professional Services Contract No. _____
Engineering Services
URS Proposal #

PURPOSE

The City of Lake Worth (City) has retained URS to provide engineering services for Lake Worth 2020 year one Project #2 (Tropical Drive and Barton Road), Project #4 (15th, 16th, 17th, 18th Avenue North and Terrace Drive) and Project #7 (22nd Avenue North and Park Street). The Lake Worth 2020 Year 1 Plan consists of 8 separate projects in several locations within the municipal limits. The eight infrastructure improvement projects will include Watermain, Sanitary Sewer, Stormwater Management and Roadway Projects as shown on Exhibit 'B' – City of Lake Worth Roadway and Utilities Master Plan Year 1.

Terms and conditions of the professional services included in this proposal are to be in accordance with the Master Service Agreement executed between the City of Lake Worth and URS Corporation Southern dated _____.

Specifically, Project #2 includes roadway, water and sewer improvements along Tropical Drive and Barton Road; Project #4 includes roadway, water and sewer improvements along 15th Avenue North, 16th Avenue North, 17th Avenue North, 18th Avenue North and Terrace Drive; and Project #7 includes roadway and stormwater improvements along 22nd Avenue and Park Street. Described below is the Scope of Work (SOW) and specific milestone tasks for the planning, design, permitting, bidding and construction phases of the projects. It is the intent of the City to perform this work in two phases, i.e. Phase 1 – Engineering, Permitting and Bid Support Services; Phase 2 – Construction Support Services.

SCOPE OF WORK

1. PRELIMINARY ASSESSMENT AND PROJECT PLANNING

A. Feasibility Study and Implementation

a) Provide preliminary design schematics to City Staff along with exhibits to be used for community outreach program.
b) Furnish an Engineer's Cost Estimate of Construction reflecting updated typical cross sections, intersection improvements and revised utility and drainage improvements.

B. Grant Assistance

a) Provide technical advisory to the City on any grant applications that the City desires to explore pertaining to the supplemental funding of the project.
b) Provide supporting documentation developed as part of the project as included within this scope when necessary to supplement applications described above.

2. OVERALL PROJECT MANAGEMENT

A. Project Coordination

a) Coordinate major elements of URS services with City staff and support the City's coordination of the design and construction. Prepare overall schedule for the City on a monthly basis. Schedule to include as a minimum: Pre-Construction, Design, Construction, Testing and Inspection, Substantial Completion, Punch List, Final Completion, and Warranty.
b) Participate in Project Meetings for all project milestones during planning and design phase, including project kickoff meeting, and provide meeting minutes for review by the City and to all parties in attendance. Provide monthly updates to the City through a status report as well as a presentation (powerpoint) to the City Commission on a monthly basis to provide them with a project progress update.
c) Develop a drawings list as the first task and submittal of the design phase for review by the City.

B. Public Involvement

a) Develop and implement a community outreach program including public meetings and property owner notifications
b) Coordinate and interface with property owners directly affected by proposed project development.

3. ENGINEERING DESIGN

A. Transportation and Street Improvements

a) Completion of a Route Survey to be used for Horizontal and Vertical Control.
b) Locate and record all existing utility infrastructure within Right of Way.
c) Roadway Engineering Design, plan and profile, including pavement and sidewalk design, site grading, pavement marking and signage. Follow the City of Lake Worth Public Works Design Standards, Florida Greenbook, and all applicable FDOT standards. Roadway design shall include full reconstruction for all projects.
d) Design of all associated right of way landscaping and irrigation improvements
e) Obtain all required permitting through the City of Lake Worth Public Works, and all other applicable agencies

B. Storm water Collection System Improvements

a) Drainage design for a storm water management system for the collection and treatment of the storm water runoff as identified in the Stormwater Master Plan including additional drainage structures, pipes, culverts, swales, exfiltration trench and retention areas. Existing storm water systems within the project areas shall be evaluated and replaced as necessary.

b) Provide all necessary flood routing, system capacity, and water quality calculations.
c) Provide all geotechnical testing and evaluation associated with required groundwater storage calculations and exfiltration trench design.
d) Meet SFWMD criteria for water quality treatment and attenuation, and apply for the required permits.
e) Support the City in obtaining NPDES storm water permitting of Industrial/ Governmental Sites.

C. Potable Water Distribution System Improvements

a) Potable Water system design to serve existing properties in the identified project areas by extending or replacing the existing distribution system mains to provide required fire flow and fire hydrant coverage, and loop the system where possible.
b) Identify water meter relocations to the street and water service replacements. Abandoned lines to be capped and grouted.
c) Provide necessary projected demand calculations, along with proposed system hydraulic calculations and modeling.
d) Potable water system design shall furnish additional water service and fire service lines and assemblies as required by code for all impacted properties.
e) Support the City in obtaining Palm Beach County Health Department permits; meet Palm Beach County Fire Rescue requirements.

4. BID AND PERMITTING SERVICES

A. Bid Phase Services

a) Provide project manual including construction methods, materials, and structural components.
b) Assist the City with necessary bid reviews.
c) Provide RFI assistance to queries received from potential contractors during the bid phase.

B. Permitting Phase Services

a) Address design issues and questions arising from permit review by requisite agencies including but not limited to FDOT, Palm Beach County, City of Lake Worth Utilities, Public Services and Building Department.

5. ENGINEERING DURING CONSTRUCTION

A. Services During Construction and Delivery

a) Services shall include administration and observation of the Construction Contract to support the City in constructing the project in reasonable conformity with the plans, specifications and special provisions.
b) Perform onsite review including observation of construction progress and quality of work, identifying and reporting significant discrepancies, omissions, substitutions and

deficiencies, and the corrective actions taken by the contractor per direction from City Staff.

c) Perform review of materials entering into the work to adhere to the plans, specifications and special provisions for the Construction Contract to support the City in constructing the project in reasonable conformity with such documents.

B. Contract Administration

a) During construction, Contract Administration services shall include project set up, monitoring work completed, providing project status reports in support of monthly invoices, and performing design review services as specified herein for the Construction Contract(s)

MILESTONE TASKS

The services will include the following tasks to be provided by URS Corporation Southern (CONSULTANT) executed in two (2) phases.

Phase 1 (Engineering, Permitting & Bid Support Services):

- Task 1.1 – Project Management and Contract Administration
- Task 1.2 – Data Collection – Topographical Survey and Geotechnical Studies
- Task 1.3 – Construction Documents
- Task 1.4 – Prepare and Process Permit Applications
- Task 1.5 – Grant Funding Assistance
- Task 1.6 – Bid Phase Services

Phase 2 (Construction Support):

- Task 2.1 – Construction Phase Services

The specific scope of services to be provided by CONSULTANT includes the following:

Phase 1 – Engineering, Permitting, & Bid Services

<u>Task 1.1 – Project Management and Contract Administration</u>

The CONSULTANT shall provide the project management and coordination for the activities performed under this Work Order. The CONSULTANT shall monitor labor utilization, project schedule, and project budget on a regular basis. It shall be the ongoing responsibility of the CONSULTANT's Project Manager (CPM) to review the task budgets and the deliverables submitted to the City against the schedule. The CPM shall be responsible for the performance of the CONSULTANT's design team, including sub-consultants, for this Work Order. The CPM shall make weekly project update phone calls to the City Project Manager (PM). The CONSULTANT shall document the phone calls in written weekly reports and submit them to the City as part of the Monthly Project Status Report. The Monthly Project Status Reports will include presentations prepared in powerpoint to the City Commission.

The CONSULTANT shall prepare a project schedule for presentation to the City at the Kick-Off Meeting for the City's review and approval. The schedule shall include all major Tasks included in this proposal.

The CONSULTANT shall follow the CONSULTANT's Quality Assurance/Quality Control Plan (QA/QC) for the Project. A copy of the Consultant's QA/QC Plan shall be submitted to the City at the Kick-Off Meeting. The Consultant Project QA/QC officer shall be charged with the responsibility of the Plan's implementation and documentation of current QA/QC activities. An update on all QA/QC activities shall be reported in the Monthly

Status Reports. The work performed by the CONSULTANT design team members, including sub-consultants, on the Tasks for this Work Order shall be in accordance with this QA/QC Plan.

The engineering submittals, including memoranda, reports and studies, shall undergo quality management reviews in accordance with the CONSULTANT's documented QA/QC processes for the Project. The QC reviewer shall inform the Project team of any exception or proposed improvement that may be noted. QC reviews shall be provided for all submittals. The QC reviews shall be conducted prior to submittal to allow time for incorporation of any recommended revisions.

- **Deliverables – Survey Map/Drawing Preparation**
  1.1.1 Project Management and Contract Administration
  1.1.2 Kick-off Meeting and Meeting Summary
  1.1.3 Project QA/QC Report
  1.1.4 Weekly Project Meeting Report
  1.1.5 Monthly Status Report and City Commission Presentation (powerpoint)

Task 1.2 – Data Collection - Topographical Survey and Geotechnical Studies

Task 1.2.1 Topographical Survey

Prepare a Topographic Survey for design purposes of multiple Roadways in the projects 2, 4 and 7 areas. The topographic Survey will be in accordance with the current surveying requirements of the Board of Professional Surveyors and Mappers of the State of Florida as defined Chapter 5J-17.050 through 5J-17.052 of the Florida Administrative Code. The survey will include the recovery of sufficient property boundary monumentation for the establishment of the existing rights-of-way and the establishment of a Survey Control Baseline, the location of aboveground visible improvements (i.e., pavement, slabs, fences, and utility features, including rims, inverts and pipe sizes for all sanitary gravity lines and storm water structures unless they are obstructed or filled with water and/or debris, all trees 3" diameter at breast height) within each right-of-way together with the existing driveways within 10 feet of the right-of-way line. The survey will be prepared in AutoCAD Version 2010 or higher drawing file format. Minimum of two cross-section elevations will be taken for each section of the roadway to be impacted and at major ground elevation changes to depict the existing ground profile at the project area along the route and include the driveways if accessible. The elevations will be relative to North American Vertical Datum of 1988 (NAVD88) and based on National Geodetic Survey Benchmarks within this area.

- **Deliverables – Survey Map/Drawing Preparation**
  1.2.1.1 Three (3) signed and sealed sets of survey drawings maps
  1.2.1.2 All AutoCAD drawing electronic files.
  1.2.1.3 Survey Report (including electronic file).
  1.2.1.4 Digital file with secondary control data included.

Task 1.2.2 Geotechnical Studies

Geotechnical field investigation will include performing to up to eight (8) standard penetration tests (SPT) borings to an average depth of fifteen (15) feet, three (3) percolation tests for the purposes of exfiltration design and utility potholes as required. The location of the tests and potholes are to be determined during preliminary design. A breakdown of the anticipated geotechnical field investigation is provided below:

a) Project #2: Two (2) SPT borings and potholes as required.
b) Project #4: Four (4) SPT borings, one (1) percolation test and potholes as required.
c) Project #7: Two (2) SPT borings, two (2) percolation tests and potholes as required.

- **Deliverables:**

1.2.2.1 Field logs for all SPT Borings
1.2.2.2 Field logs of Percolations Tests
1.2.2.3 Draft Geotechnical Investigation Report
1.2.2.4 Final Geotechnical Investigation Report

Task 1.3 – Construction Documents

Work with franchised utility agencies (electric cable TV, telephone, natural gas, fiber optics, etc.) to obtain record or as-built information if possible. This information will be utilized in determining locations for new watermain, sanitary and storm sewer.

Prepare Engineering Plans for the proposed improvements within the project limits including approximately water line replacement/installation, sanitary sewer replacement/installation, stormwater improvements, new fire hydrant installation, and roadway reconstruction inside the right-of-way (unless patch, mill and resurface is authorized by the City). This task will include field locations of test holes and soil borings through sub-consultant. CONSULTANT will prepare plans and submit them to the City at the following design milestones – 30%, 60%, 90% and FINAL. An engineer's opinion of probable construction cost will be submitted at each milestone, refining the details as the project progresses. Four (4) sets of full size drawings (24" x 36") will be submitted for review and approval by City staff. In addition, 4 copies of the project specifications will be provided at 90% and FINAL submittals (line item only for 30% and 60% submittals). One electronic copy on CD will also be provided with each phase submittal. One meeting will be held with City staff within two weeks after drawings and specifications have been submitted to receive and discuss comments. Internal Quality Control will be supplied by the CONSULTANT for all submittals of design documents

The preparation of design documents shall consist of construction drawings and technical specifications. Construction Drawings, meeting the applicable industry design standards and regulatory requirements are to include the following:

- Cover Sheet
- General Notes
- Existing Conditions
- Stormwater Pollution Prevention Plan
- Demolition Plan (if applicable)
- Horizontal Control Plan
- Master Utility Plan and Key Map
- Paving, Grading and Drainage Plan
- Utility Plan and Profiles, including utility crossings and conflicts
- Jack and Bore Plan (Project #4)
- Details

Technical Specifications are to be prepared for bidding purposes and will be submitted to the CITY with the Construction Drawings to constitute the Construction Documents. The 30% and 60% submittal of the technical specifications will be submitted in Index form only. Full specifications will be submitted at the 90% and FINAL stages.

Contract Documents will use the CITY's existing "Front End" conditions modified by the CITY as appropriate for this project. Division 1, 2 and 3 technical specifications will utilize industry standard specifications modified by CONSULTANT as appropriate for this project.

- **Deliverables:**
  1.3.1 List of Drawing Sheets (Projects #2, #4 & #7)
  1.3.2 30% Design Report Package (including Plans)

- Report (including Calculations, List of Proposed Specifications, Cost Estimate, Schedule , etc) - 4 hard copies
- Plans – 4 full-size hard copies, 4 half-size hard copies
- CD-ROM (PDF) – 4 electronic copies
- Technical Review Meeting to address City comments

1.3.3 60% Design Report Package (including Plans)

- Report (including Calculations, List of Proposed Specifications, Cost Estimate, Schedule , etc) - 4 hard copies
- Plans – 4 full-size hard copies, 4 half-size hard copies
- CD-ROM (PDF) – 4 electronic copies
- Technical Review Meeting to address City comments

1.3.4 90% Design Report Package (including Plans)

- Report (including Calculations, Proposed Full Specifications, Cost Estimate, Schedule , etc) - 4 hard copies
- Plans – 4 full-size hard copies, 4 half-size hard copies
- CD-ROM (PDF) – 4 electronic copies
- Technical Review Meeting to address City Comments

1.3.5 Final Design Report Package (including Plans)

- Report (including Calculations, Proposed Full Specifications, Cost Estimate, Schedule , etc) - 4 hard copies
- Plans – 4 full-size hard copies, 4 half-size hard copies
- CD-ROM (PDF) – 4 electronic copies

Task 1.4 – Prepare and Process Permit Applications

The CONSULTANT will meet with regulatory agencies to determine potential design permitting requirements. The anticipated regulatory agencies include, but are not limited to:

- Palm Beach County Health Department
- Palm Beach County Engineering and Public Works Department
- Palm Beach County Water Utilities Department
- Palm Beach County Department of Environmental Resource Management
- South Florida Water Management District
- Florida Department of Transportation

Permit applications will be completed and fees will be determined by the CONSULTANT. Permit application fees will be paid by the CITY.

The CONSULTANT may attend up to one (1) pre-application meeting with each regulatory agency and one (1) meeting with each agency during permit review. This task includes responses to up to two (2) requests for additional information from each regulatory agency for each project.

- **Deliverables:**
  1.4.1 Project Permitting Requirements Report
  1.4.2 Permit Process and Applications
  1.4.3 Monthly Permit Status Report (included with monthly project status update in Task 1)

Task 1.5 – Grant Funding Assistance

The CONSULTANT will work with City Staff in identifying potentials for grant assistance on the project. Current funding for the current project is being provided through a mix of funds from the Capital Improvement budget and infrastructure bonds to be issued. But the City will continue researching any potential grant assistance that could be available to the project. CPM will review and evaluate any potential opportunities with

the PM and assist with providing technical documentation developed within the scope herein to supplement any grant application submittals.

- **Deliverables:**
  1.5.1 Grant Funding Application Assistance

Task 1.6 – Bid Phase Services

Bid phase services to be performed by the CONSULTANT will be consistent with the City guidelines for standard procedures and functions for CONSULTANTS and procurement services. Specific services include the preparation of Design Document packages (Drawings and Specifications) and submittal to CITY for advertisement and bidding purposes; drawings to be full size (24" x 36") format. CONSULTANT will attend a pre-bid conference with interested contractors and CITY staff. CONSULTANT shall respond to a maximum of twenty (20) Requests for Information (RFI) submitted to the CITY. Response will be made to the CITY for distribution to all plan holders. Technical information for up to two (2) addenda is assumed in the budget for these services. CONSULTANT shall attend the bid opening, review bid packages received, provide the CITY assistance in preparation of the bid tabulation form, recommend award, and present to the city commission.

Additionally, the CONSULTANT shall assist the City in the review of the solicitation responses. This review shall include review of the Bidder's References (i.e., other known and verifiable information that may be pertinent to the proposed contract award and ability of the bidder to perform the work according to the Contract Documents). The CONSULTANT shall submit to the City a written memorandum that summarizes the findings for each bidder.

The CONSULTANT shall not communicate with the contractors or the Selection Committee during the solicitation phase of the Project. All correspondence shall be directed in writing through the City.

- **Deliverables:**
  1.6.1 Solicitation Assistance
  1.6.2 Review Memorandum

Phase 2 – Construction Support Services

Task 2.1 – Construction Support Services

URS will provide Construction Administration Services for the duration of the construction period that include the following:

- Attendance at a pre-construction conference with selected Contractor and CITY staff.

- Review of Shop Drawings and Product submittals for general conformance with the design intent and provisions of the Contract Documents. These services include the review of up to fifty (50) submittals. Any non-conforming shop drawing will be submitted to City's Construction Manager (CCM) for review. Shop drawings rejected by the CCM will only be reviewed once following revisions by the Contractor for compliance with the approved drawings and specifications.

- Attendance at monthly progress meetings and the preparation of a written summary of issues discussed. The progress meetings will be conducted by CITY staff. Minutes of the meeting will be submitted to the CITY. Meetings to be held at the City of Lake Worth Utilities Department.

- Review of monthly payment applications submitted to the CITY by the Contractor. These services include review of the quantities represented in the payment application and recommendations to proceed.

- Response, in writing, to up to fifty (50) Contractor RFI's per project regarding design documents. If the quantity of RFI's received is deemed excessive by both the CONSULTANT and the CITY, additional fees may be required on an hourly rate based on the agreed upon rates.

- Assistance to the CITY in preparation and negotiations for Change Orders (CO) and work directive changes.

- Daily site observation (50% utilization) by the CONSULTANT Construction Observer and Weekly site visits by the CONSULTANT Project Manager during the term of construction.

- Certification to the regulatory agencies that the project was constructed in general conformance with the permitted plans; the certification is not a confirmation of the construction means and methods or the properties of the materials used by contractor.

- **Deliverables:**
  2.1.1 Pre-construction Conference Attendance
  2.1.2 Shop Drawings and Product Submittal Review (upto 50)
  2.1.3 RFI Review and Responses (upto 50)
  2.1.4 Monthly Progress Meeting Attendance
  2.1.5 Monthly Payment Application Review and Report
  2.1.6 Change Order and Work Directive Change Preparation
  2.1.7 Construction Observation Performance

REIMBURSABLE EXPENSES

Reimbursable expenses shall include printing, communication, copying, postage, photographic services, Federal Express, courier services and vehicle mileage. It is assumed that the City will directly compensate permit agencies for required permit fees.

ADDITIONAL SERVICES

Design services will be provided by the CONSULTANT for the complete design of projects #2, #4 and #7 as in accordance with the scope of work and task descriptions above. Services in addition to those included in the full design of the projects can be performed as authorized in writing by the Client if required or requested. Additional services include but are not limited to the following:

- Water or Wastewater Hydraulic Analysis Model Update.
- Traffic Engineering Studies, Plans, MOT, etc.
- Electrical design services.
- Construction stakeout.
- Legal descriptions and sketches.
- Plan changes requested by Client after final approval of the Construction Drawings.
- Construction contract administration required in connection with contractor's errors, retesting, or litigation.
- Environmental consulting services.
- Any services required in connection with threatened or endangered species.
- Services required by additional governmental regulations that might be put into effect after the date of this agreement.
- Any additional services requested by Client.

SCHEDULE

Exhibit 'A' – Preliminary Project Schedule represents the proposed projects scheduled through completion of substantial construction completion. It is the Understanding of URS that the City Commission meeting for the approval of this Task Order will be held in January 2014 and the referendum for the approval of the City issued bonds is scheduled for August 2014. The project schedule is reflective of those dates.

Design services for Projects #2, #4 and #7 are anticipated to be completed within six (6) months. The execution of permit applications and subsequent submittals to regulatory agencies will occur after the sixty percent (60%) design phase. Bidding will be completed in one (1) month and construction will occur over an eight (8) month time period. The proposed schedule anticipates no more than two (2) weeks of review time by the CITY at each submittal stage. The design schedule will be reviewed and adjusted periodically to accommodate for any delays outside of the control of the project team and will be reviewed with the CITY's Project Manager on a regular basis. A detailed schedule for the bidding and construction phases will be updated during the design phase of services. The schedule will be submitted to the City for review and approval.

RESPONSIBILITIES OF THE CITY

- The CITY shall provide available preliminary engineering, studies, reports or record data in a timely manner. This data includes information regarding the water system, sanitary sewer system or stormwater system. In addition, any design or calculations for the project area or adjacent areas in included.

- The CITY shall review any documents submitted by the CONSULTANT and provide review comments in a timely manner.

- The CITY will be responsible, as applicant, to obtain all permit approvals from regulatory agencies with the assistance of the CONSULTANT.

METHOD OF COMPENSATION

Compensation for services provided will be on a Lump Sum basis in accordance with the provisions of the contract. Refer to Exhibit 'C' for a detailed schedule of fees.

ASSUMPTIONS

In preparation of this Task Order, the following assumptions have been made. Modifications to the above Scope of Services or these assumptions shall be considered as an Additional Service Item under the terms of this contract. The assumptions include:

1 All recommendations for sizing and operability of the utility system has been verified through hydraulic analysis or modeling performed by others and recommendations for any replacement or rehabilitation contained herein are as provided to the CONSULTANT by the CITY. Any supplemental analysis or modeling can be provided as an additional authorized item.

2 The roadways included in this project are owned and maintained by the CITY and Palm Beach County.

3 The CITY will provide the CONSULTANT with available record or as-built drawings.

4 CITY permits are not required for this project; the review and approval of submittals shall constitute permitting by the CITY.

5 The CITY will provide the CONSULTANT with electronic copies of "Front End" documents in .doc or .docx format.

6 Legal work necessary to establish easements for the installation of the water mains, if required, will be the responsibility of the CITY.

7 The CITY is responsible for all permitting fees including applications, certifications and public notification.

8 The design shall be based on federal, state and local codes and standards in effect at the beginning of the project. Revisions required due to subsequent changes to those regulations shall be considered an Additional Service Item.

PAYMENT & DELIVERABLE SCHEDULE

Payment will be made following receipt, review, and acceptance of final Project Deliverables by the City PM for each Task or Subtask in accordance with the schedule set forth below. Payment may be made by the City for a portion of a Task if the Monthly Status Report clearly indicates work effort has been accomplished on that Task as reviewed and accepted by the City. Partial Task/Subtask payments will be based on the percentage of work shown in the Monthly Status Report that the City PM deems has been completed and approved. A detailed labor breakdown of the fee estimate has been included in Exhibit A at the end of this document as supplemental information to the below schedule.

Deliverable	Deliverable Description	Due Date	Total Payment Amount
Phase 1 – Engineering, Permitting & Bid Support Services			
Task 1.1 – Project Management			
1.1.1	Project Management and Contract Administration	On-going	$20,457
1.1.2	Kickoff Meeting and Meeting Summary Notes	1 week after NTP	$2,400
1.1.3	Project QA/QC Report	2 week after NTP	$2,460
1.1.4	Weekly Project Meeting and Report	Weekly	$10,240
1.1.5	Monthly Status Report and City Commission Presentation	Monthly	$6,960
Task 1.2 – Data Collection - Topographical Survey and Geotechnical Studies			
1.2.1	Signed and Sealed Survey Drawings	4 weeks after NTP	$79,060
1.2.2	AutoCAD Drawing files	4 weeks after NTP	$12,705
1.2.3	Survey Report	4 weeks after NTP	$22,525
1.2.4	Digital file with secondary control data	4 weeks after NTP	$2,900
1.2.5	Field logs for all SPT Borings	4 weeks after NTP	$3,250
1.2.6	Field logs of Percolations Tests	4 weeks after NTP	$2,691

Deliverable	Deliverable Description	Due Date	Total Payment Amount
1.2.7	Draft Geotechnical Investigation Report	6 weeks after NTP	$32,063
1.2.8	Final Geotechnical Investigation Report	8 weeks after NTP	$9,150
Task 1.3 – Construction Documents			
1.3.1	List of Drawing Sheets	8 weeks after NTP	$6,950
1.3.2	30% Design Report Package	14 weeks after NTP	$216,264
1.3.3	60% Design Report Package	19 weeks after NTP	$109,280
1.3.4	90% Design Report Package	22 weeks after NTP	$50,700
1.3.5	Final Design Report Package	24 weeks after NTP	$22,175
Task 1.4 – Prepare and Process Permit Applications			
1.4.1	Project Permitting Requirements Report	3 weeks after NTP	$8,760
1.4.2	Permit Process and Applications	Ongoing	$26,238
1.4.3	Monthly Permit Status Report	Monthly	$3,600
Task 1.5 – Grant Funding Assistance			
1.5.1	Grant Funding Application Assistance (performed as part of Task 1 – Project Management Support)	Ongoing	
Task 1.6 – Bid Phase Services			
1.6.1	Solicitation Assistance	26 weeks after NTP	$19,035
1.6.2	Review Memorandum	28 weeks after NTP	$11,944
		Subtotal	**$681,807**
Phase 2 – Construction Support Services			
Task 2.1 – Construction Support Services			
2.1.1	Pre-construction Conference attendance	30 weeks after NTP	$2,600
2.1.2	Shop Dwgs. And Product Submittal Review (upto 50)	Ongoing	$88,727
2.1.3	RFI Review and Responses (upto 50)	Ongoing	$110,350
2.1.4	Monthly Progress Meeting Attendance	Monthly	$17,250
2.1.5	Monthly Payment Application Review and Report	Monthly	$16,250
2.1.6	Change Order and Work Directive Change Preparation	Ongoing	$22,460
2.1.7	Construction Observation Performance	Ongoing	$167,500
		Subtotal	**$425,137**

Deliverable	Deliverable Description	Due Date	Total Payment Amount
		TOTAL	**$1,106,944**

- NTP: Notice to proceed (Date of Notice to Proceed issued by Project Manager)

Exhibit A - Staff Time Estimate

URS Corporation Southern - Summary / Total

Personnel	Hourly Rate	Task 1.1	Task 2.1	Task 3.1	Task 4.1	Task 5.1	Task 6.1	Task 2.1	Totals Hrs	Totals Cost
Prime Labor										
Principal	$195.00	36	12	80	16		16	80	240	$46,800
Project Manager	$145.00	136	32	144	64		88	416	880	$127,600
Lead Civil Engineer	$145.00		24	124			16	260	424	$61,480
Sr. Civil Eng.	$123.00	72	64	448	60		40	260	944	$116,112
Water/Wastewater Eng.	$97.00		24	240				208	472	$45,784
Civil/Structural Eng.	$97.00			240				208	448	$43,456
Staff Engineer	$84.00		48	960	80		16	232	1,336	$112,224
Senior CADD Designer	$93.00	12	8	324					344	$31,992
CADD Designer	$66.00			960	48			40	1,048	$31,992
GIS Specialist	$85.00			160	36				196	$16,660
Construction Inspector	$85.00							1500	1,500	$127,500
Administrative Associate	$63.00	60	64	670	64		80	624	1,562	$98,406
Sub Total (hours)		280	264	4270	352		240	3748	9,154	$860,006
Cost per Task ($)		$40,492	$29,468	$386,066	$36,760	$0	$29,504	$374,892		$897,182
Subconsultants										
Geotecnical Data			30,275					$15,000		$45,275
Topographic Survey			57,025					$10,000		$67,025
Utility Locate			39,750					$5,000		$44,750
Sub Total		$0	$127,050	$0			$0	$30,000		$157,050
Total Labor and Subconsultants		$40,492	156,518	386,066	36,760	0	29,504	404,892		1,054,232
Direct Expenses		$2,025	$7,826	$19,303	$1,838	$0	$1,475	$20,245		$52,712
Work Authorization Total										**$1,106,944**

AGREEMENT TO FURNISH PROFESSIONAL SERVICES TO THE

CITY OF LAKE WORTH

ROADWAY AND UTILITIES MASTER PLAN
YEAR 1 - ENGINEERING SERVICES

AGREEMENT TO FURNISH PROFESSIONAL SERVICES TO THE CITY OF LAKE WORTH

This Agreement made on the ____ day of _____, 2014, between the **City of Lake Worth**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460, hereinafter referred to as the "City" and **URS Corporation Southern,** a foreign corporation authorized to do business in the State of Florida, whose local business address is 7800 Congress Avenue, Suite 200, Boca Raton, FL 33487-1350, hereinafter referred to as the "CONSULTANT".

WHEREAS, the City is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida; and

WHEREAS, the City issued Request for Proposal # 12-13-211 for Engineering Services for the Roadway and Utilities Master Plan Year 1 project (hereinafter the "RFP"); and

WHEREAS, the CONSULTANT submitted a proposal in response to the RFP; and

WHEREAS, the City desires to make a non-exclusive award to the CONSULTANT based on the RFP and the CONSULTANT's proposal to provide Engineering Services for the Roadway and Utilities Master Plan Year 1 project (hereinafter the "Project"); and

WHEREAS, the City finds awarding the RFP to the CONSULTANT as described herein serves a valid public purpose.

NOW THEREFORE, the City hereby engages the services of the CONSULTANT, and in consideration of the mutual promises herein contained, the sufficient of which is hereby acknowledged by both parties, the parties agree as follows:

ARTICLE 1 - SCOPE OF SERVICES

The CONSULTANT will provide the City with engineering services, including design, permitting and bidding services, for the Project as specified and more fully described in the RFP and Exhibit "A", the Project's **Phase I Scope of Services** (dated January 14, 2014), both of which are attached hereto and incorporated herein (herein the "Phase I services").

The CONSULTANT will also provide the City with construction phase services for the Project as specified and more fully described in the RFP and Exhibit "A", the Project's **Phase II Scope of Services** (dated January 14, 2014) (herein the "Phase II services). However, commencement of the Phase II services is subject to City's appropriations and budgeting for the Project's actual construction costs and the City's issuance of a separate Notice to Proceed to the CONSULTANT for the Phase II services.

The Phase I and Phase II services shall be jointly referred to as the "services" herein as applicable.

If applicable, the CONSULTANT shall cooperate and work with the City's selected Owner's Representative in the provision of all services. If there is any conflict between the RFP and Exhibit "A" regarding the CONSULTANT's services, Exhibit "A" will take precedence as the parties' negotiated agreement on the scope of services.

ARTICLE 2 - TERM OF AGREEMENT

A. Term: This Agreement shall become effective upon approval by the City Commission and execution by the Mayor. The Phase I services shall commence upon the issuance of a Notice to Proceed by the City. Unless earlier terminated as provided for herein, the initial term of this Agreement shall be for one (1) year from the date of commencement (the "Initial Term" hereinafter) with four additional one year renewal options. The City, through the City Manager, may exercise the renewal option(s) provided that the City has approved funding for said renewal option(s). Each fiscal year of this Agreement and any renewals will be subject to the availability of finds lawfully appropriated for its purpose by the State of Florida (if applicable) and the City.

B. Time for Completion: All services provided for herein shall be completed by the CONSULTANT as set forth in the project schedule in Exhibit "A", unless this Agreement is earlier terminated as stated herein.

ARTICLE 3 – COMPENSATION

A. Services: The City shall pay the CONSULTANT the lump sum not to exceed amounts set forth in Exhibit "A" for the provision of the Phase I services and for the provision of Phase II services. The CONSULTANT expressly acknowledges and agrees that the total cost to complete all services in Exhibit "A" is the lump sum not to exceed price subject to any changes as authorized herein, and no additional costs shall be authorized or paid by the City without prior written approval from City's governing body or the City Manager (depending on the City's required level of approval for such costs). In no case shall the CONSULTANT bill the City for any amount not stated in Exhibit "A" unless agreed to in writing by the City's governing body or the City Manager (depending on the City's required level of approval for such costs).

B. Reimbursable Expenses: The CONSULTANT's reimbursable, out-of-pocket expenses including, but not limited to, travel, per diem and other living expenses, are included in the lump sum not to exceed price stated in Exhibit "A" for each phase of services and the City shall not be responsible for payment of any such reimbursable, out-of-pocket expenses except as provided for in Exhibit "A" unless authorized in writing by the City's governing body or the City Manager (depending on the City's required level of approval for such costs). Reimbursement for mileage shall only be for travel required outside of Palm Beach County. CONSULTANT shall not be reimbursed for travel within Palm Beach County and all travel shall be reimbursed

pursuant to section 112. 061, Florida Statutes.

C. Direct Project Expenses: Unless otherwise specifically stated herein, charges for printing, reproduction, use of computer-aided design equipment, field equipment, and any laboratory analysis performed by the CONSULTANT or its subconsultants, and the use of the CONSULTANT's and employee's automobiles is included in the lump sum not to exceed price stated in Exhibit "A" and the City shall not be responsible for payment of any other direct project expenses

D. Status Report: The CONSULTANT shall complete and submit a technical summary and budgetary status report with each invoice (format to be provided by City).

ARTICLE 4 - TERMS OF PAYMENT

A. Monthly Invoices: The CONSULTANT shall submit invoices once each month to the City for the services performed and the expenses and other charges accounted for under this Agreement during the preceding month. Separate invoices shall be submitted for each task as shown in Exhibit "A". Payment as prescribed in Article 3 for services rendered by the CONSULTANT during the previous billing period shall be processed in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.

B. Sales Tax: The CONSULTANT shall pay all applicable sales taxes; or the City shall provide to the CONSULTANT the tax exemption information, where and if appropriate.

C. Fiscal Non-funding: In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the CONSULTANT of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the City.

ARTICLE 5 - TERMS OF PERFORMANCE

A. Starting Work: The CONSULTANT will not begin any of the services until authorized in writing by a Notice to Proceed from the City.

B. Ownership of Documents: The drawings, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the CONSULTANT to the City shall become the property of the City upon delivery. The CONSULTANT may keep copies or samples thereof and shall have the right to use such drawings, specifications, calculations, supporting documents, or other documents. The City accepts sole responsibility for the reuse of any such documents in a manner other than as initially intended, or for any use of incomplete documents unless prior written approval is obtained from the CONSULTANT.

C. Account Records: The CONSULTANT's accounting records, insofar as they

pertain to invoicing the City or for disbursements made from the CONSULTANT's account for services under this Agreement, shall be open to City's inspection and audit at the CONSULTANT's office upon reasonable prior notice and during normal business hours. Backup documentation for out-of-pocket expenses exceeding Twenty-Five and 00/100 Dollars ($25.00) each shall be available at the CONSULTANT's office. These records will be retained by the CONSULTANT for five (5) years after the calendar year in which the services to which they pertain were rendered or the disbursements were made.

D. Force Majeure: Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The CONSULTANT or City may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the CONSULTANT or City shall resume its performance as soon as is reasonably possible.

Upon the CONSULTANT's request, the City shall consider the facts and extent of any failure to perform the services and, if the CONSULTANT'S failure to perform was without its or its subconsultants fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the City's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than seven (7) days before a notice of delay or claim therefore is made in writing to the City. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

E. Approval of Changes: The City, through the City Commission or the City Manager (as specifically identified herein) must approve in writing any changes in the scope of services which result in additional costs or expenses to the City, extension of the schedule or which would change the underlying purpose of the Project. Changes include, but are not limited to, issuing additional instructions, requesting additional work, direct omission of work previously ordered, or changes in time of performance.

F. Authorized Representative: Before starting work, the CONSULTANT shall designate an authorized representative acceptable to the City to represent and act for the CONSULTANT and shall inform the City in writing of the name and address of such representative together with a clear definition of the scope of their authority. The CONSULTANT shall keep the City informed of any subsequent changes in the foregoing. The authorized representative of the City shall be the City Manager or his designee.

G. Time of the Essence: Time is of the essence in the performance of this Agreement. The CONSULTANT shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the Project schedule, subject to delays in the schedule which are not the fault of CONSULTANT or its subconsultants.

H. Design/Construction Phase Services: Visits to construction sites and observations made by the CONSULTANT as part of construction phase services, if any, shall not relieve the construction contractor(s) of obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the construction contract documents, and shall not relieve the construction contractor(s) of full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto. Safety precautions administered by the CONSULTANT, if any, to protect the CONSULTANT's personnel shall meet those policies enacted by the City. Further, CONSULTANT shall endeavor to make reasonable efforts to guard the City against defects and deficiencies in the services of the construction contractor(s) and to help determine if the provisions of the construction contract documents are being fulfilled. The performance by CONSULTANT of any quality assurance, vendor assurance, project management, construction management or other third party supervisory or advisory services as part of the services shall not constitute an assumption by CONSULTANT of the obligations of City or its other contractors, vendors or suppliers. CONSULTANT shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs, or precautions connected with the Project and shall not manage, supervise, control or have charge of construction. CONSULTANT shall not be responsible for the failure of any contractor, vendor or supplier to comply with their respective contract documents. This paragraph does not, however, release the CONSULTANT from any liability which might be attributable to its negligent acts, errors, or omissions, including but not limited to design, construction phase services, or other services as defined in this Agreement, of the CONSULTANT.

Any cost opinions or estimates provided by CONSULTANT will be on a basis of experience and judgment, but since CONSULTANT has no control over market conditions or bidding procedures, CONSULTANT cannot and does not warrant that bids, ultimate construction cost, or project economics will not vary from such opinions or estimates.

I. Personnel: The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The CONSULTANT shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind. The CONSULTANT shall comply with all applicable laws in the provision of services under this Agreement. The CONSULTANT agrees that it is fully responsible to the City for the acts and omissions of subconsultants and of persons either directly or indirectly employed by the CONSULTANT. Nothing contained herein shall create any contractual relationship

between any subconsultant and the City. All of the CONSULTANT's personnel (and all subconsultants) while on City premises, will comply with all City requirements governing conduct, safety, and security. The City reserves the right to request replacement of any of CONSULTANT's personnel furnished by the CONSULTANT upon written notice by City to CONSULTANT of the cause for such replacement.

THE CONSULTANT AND ITS PERSONNEL SHALL PERFORM THE SERVICES IN ACCORDANCE WITH THE STANDARD OF CARE CUSTOMARY IN THE INDUSTRY BASED ON THE SERVICES AND LOCATION OF THE PROJECT.

J. Conflict of Interest: The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statutes, Section 112.311. The CONSULTANT further represents that no person having any such conflicting interest shall be employed for said performance. The CONSULTANT shall promptly notify the City's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the CONSULTANT. The City agrees to notify the CONSULTANT of its opinion within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the City shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the CONSULTANT under the terms of this Agreement.

K. Status as an Independent Contractor: The status of the CONSULTANT under this Agreement is that of an independent contractor. Nothing in this Agreement shall create or be construed as creating a partnership or joint venture between the City and the CONSULTANT. The CONSULTANT does not have the power or authority to bind the CITY in any promise, contract or representation other than as specifically provided for in this Agreement (if any).

L. News Releases / Publicity: The CONSULTANT shall not make any news releases, publicity releases, or advertisements relating to this Agreement or the tasks associated with the Project without prior written City approval.

M. Nondiscrimination: The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, CONSULTANT shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of

race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

ARTICLE 6 - CITY'S RESPONSIBILITIES

A. Service of Others: The City shall furnish to the CONSULTANT, if required for performance of the Consultant's services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to the Project.

B. Examine Work of the Consultant: Within a reasonable time so as not to delay the services of the CONSULTANT, the City shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the CONSULTANT, obtain advice of an attorney, insurance counselor, or other consultants, as the City deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

Nothing in this Agreement shall be construed or interpreted as requiring CONSULTANT to assume the status of, and City acknowledges that CONSULTANT does not act in the capacity nor assume the status of a "generator," "operator," "transporter," or "arranger" in the treatment, storage, disposal, or transportation of any hazardous substance or waste as those terms are understood within the meaning of the Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), or any other similar federal, state, or local law, regulation, or ordinance. City acknowledges further that CONSULTANT has played no part in and assumes no responsibility for generation or creation of any hazardous waste, pollution condition, nuisance, or chemical or industrial disposal problem, if any, which may exist at any Project site. "The City acknowledges that the discovery of hazardous material at a project site may require CONSULTANT to suspend all or part of the Services and notify the City of such material for the City to appropriately address."

ARTICLE 7 – SUSPENSION BY CITY FOR CONVENIENCE

The City may, at any time without cause, order CONSULTANT in writing to suspend, delay or interrupt its services in whole or in part for such period of time as City may determine for City's convenience. Such order shall be by written notice to the CONSULTANT providing at least ten (10) days advance notice unless such order is immediately necessary for the protection of the public health, safety or welfare or for the protection of property.

ARTICLE 8 –TERMINATION

A. Termination for Default by the City: If the City's authorized representative deems that the CONSULTANT is in default for failure to supply adequate personnel, or services of proper quality, or has failed in any other respect to satisfactorily perform the services specified in this Agreement, the City's authorized representative may give written notice to the CONSULTANT specifying the default(s) to be remedied within five (5) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONSULTANT does not remedy defaults within five (5) days or commence steps to remedy default to the reasonable satisfaction of the City's authorized representative, the City may do one or all of the following: secure such services from another consultant; withhold any money due or which may become due to the CONSULTANT for such services related to the claimed default(s); and/or, elect to immediately terminate this Agreement. No compensation shall be paid for de-mobilization, take-down, disengagement, wind-down, lost profits or other costs incurred due to termination of this Agreement for default.

B. Termination for Default by the Consultant: This Agreement may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the City in the event of a failure by the City to perform in accordance with the terms of this Agreement through no fault of the CONSULTANT; provided the City fails to cure same within that thirty (30) day period.

C. Termination Without Cause by City: Notwithstanding the foregoing, the City reserves the right and may elect to terminate this Agreement at any time. At such time, the CONSULTANT shall be compensated only for those services which have been performed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement, wind-down, lost profits or other costs incurred due to termination of this Agreement without cause.

D. Early Termination: If this Agreement is terminated before the expiration of the Initial Term or expiration of any renewal term by either party, the CONSULTANT shall:

1. Stop service on the date and to the extent specified.

2. Terminate and settle all orders and subcontracts relating to the performance of the terminated services.

3. Transfer all work in progress, completed work, and other materials related to the terminated services to the City in the format acceptable to City.

4. Continue and complete all parts of the services that have not been terminated.

ARTICLE 9 –INDEMNIFICATION AND INSURANCE

A. Indemnification: The CONSULTANT agrees to indemnify and hold harmless

the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at all trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, its agents, officers, subconsultants, employees, or anyone else employed or utilized by the CONSULTANT in the performance of this Agreement. The CONSULTANT's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the CONSULTANT against the City and the CONSULTANT hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes, as amended. CONSULTANT expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.08, Florida Statutes, as amended. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

B. Insurance: The CONSULTANT shall not commence any services in connection with this Agreement until it has obtained all of the types of insurance required pursuant to the RFP and such insurance has been approved by the City. The City shall be named as an additional insured on all insurance except for Worker's Compensation Coverage and Professional Liability. The CONSULTANT shall require all subconsultants to obtain the same insurance as required herein (without the City named as an additional insured) and no subconsultant shall commence any services under this Agreement until the CONSULTANT has obtained a copy of all subconsultant(s) proofs of insurance. The CONSULTANT shall provide the City with proof of all subconsultant's insurance upon request by the City. The CONSULTANT's insurer shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and be conducting business in the State of Florida. Insurers shall have at least a Policy Holders Rating of A-, and Financial Rating of Class IV as identified in the latest issue of "Bests Key Rating Guide" unless otherwise accepted by the City in writing. The CONSULTANT's insurance shall be considered primary and shall not be canceled or materially changed without at least thirty (30) days' notice to the City, unless cancelled due to non-payment of the premium. If cancelled due to non-payment of the premium, the CONSULTANT shall promptly provide notice of the same to the City and provide proof of all new insurance to the City. The City's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions of this Agreement. The CONSULTANT shall procure and maintain all insurance listed above for the life of this Agreement. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City or by any of its

representatives which indicate less coverage than required by this Agreement does not constitute a waiver of the CONSULTANT's obligations to fulfill the requirements of this Article.

In addition to the insurance requirements of the RFP, CONSULTANT shall provide the following: Commercial Automobile Liability, with minimum coverage of $1,000,000 per occurrence. Coverage shall include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

C. Loss Deductible: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of the CONSULTANT or its subconsultants.

D. Waiver of Subrogation: The City and the CONSULTANT waive all rights against each other for damages caused by perils covered by insurance provided under this Agreement to the extent covered by such insurance, except such rights as they may have to the proceeds of such insurance held by the City and the CONSULTANT as trustees. The CONSULTANT shall require similar waivers from all subconsultants. The City and the CONSULTANT waive all rights against each other for loss or damage to any equipment used in connection with performance under this Agreement and covered by any property insurance. The CONSULTANT shall require similar waivers from all subconsultants. If the insurance policies referred to in this article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owner of such policies will cause them to be so endorsed; failure to obtain endorsement nullifies the waiver of subrogation.

ARTICLE 10 - SUCCESSORS AND ASSIGNS

The City and CONSULTANT each binds themselves and their partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assignees of such other party in respect to all covenants of this Agreement. The CONSULTANT shall not assign, sublet, or transfer any interest in this Agreement without the prior written consent of the City, which the City may withhold in its sole and absolute discretion. Nothing herein shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the City, nor shall it be construed as giving any rights or benefits hereunder to any third party other than the City and CONSULTANT.

ARTICLE 11 - REMEDIES

A. Claims, Counter-Claims, Disputes, Etc.: Prior to the filing of any claim, proceeding or litigation related to the Agreement, all claims, counter-claims, disputes, and other matters in questions between the CONSULTANT and the City will be first reviewed by authorized representatives of both parties for a recommended solution. If no solution or resolution is forthcoming, either party may pursue its claim, proceeding

or litigation.

B. Governing Law and Venue: This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submits itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court, in and for Palm Beach County, Florida for state actions, and the jurisdiction of the United States District Court for the Southern District of Florida, West Palm Beach Division for federal actions, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise in any suit, action or other proceeding, (i) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever, and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any party hereto is brought in an inconvenient forum, or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

ARTICLE 12 – NOTICE

A. Any notice required to be given under this Agreement shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service (return receipt requested) or other nationally recognized overnight courier service, such as Federal Express.

B. Unless otherwise notified in writing of a new address, all notices shall be made to each party at the below listed addresses. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

All notices to the CONSULTANT shall be sent to:

URS Corporation Southern,
7800 Congress Avenue, Suite 200
Boca Raton, FL 33487-1350

All notices to the City shall be sent to:

Office of the City Manager
c/o City of Lake Worth
7 North Dixie Highway
Lake Worth, FL 33460.

ARTICLE 13 – NO CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to

solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

ARTICLE 14 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Agreement by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The lump sum not to exceed price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the lump sum not to exceed price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

ARTICLE 15 – PUBLIC ENTITIES CRIMES

As provided in Sections 287.132 and 289.133, Florida Statutes, by entering into this Agreement or performing any service in furtherance thereof, the CONSULTANT certifies that it, its affiliates, suppliers, subconsultants and contractors who will perform under the terms and conditions of this Agreement have not been placed on the convicted vendor list maintained by the Florida Department of Management Services within the 36 months immediately preceding the date of this Agreement. This notice is required by Section 287.133, Florida Statutes.

ARTICLE 16 - NONEXCLUSIVE AGREEMENT

This Agreement is not intended to be and shall not be construed as an exclusive agreement, and the City may employ additional or other professional consulting firms to perform services contemplated by this Agreement without liability to the City.

ARTICLE 17 - MISCELLANEOUS

A. Validity, Severability and Reformation: The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and be governed by the laws of the State of Florida. Any provision or part of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

B. Headings: The headings of the sections of this Agreement and capitalizations are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

C. Entire Agreement and Conflicts: This Agreement, including the RFP and the exhibit hereto, constitutes the entire Agreement between the parties hereto and supersedes any prior negotiations, representations, Agreements, and understandings, either written or oral. This Agreement consists of the terms and conditions provided herein; the RFP (including all drawings, maps, specifications, exhibits and addenda attached thereto or referenced therein) and Exhibit "A". To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail with Exhibit "A" taking preference over the RFP as Exhibit "A" is the parties' negotiated agreement on the scope of services. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

D. Waiver: No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Agreement.

E. Waiver of Jury Trial: To encourage prompt and equitable resolution of any litigation, each party hereby waives its rights to a trial by jury in any litigation, claim or proceeding related to this Agreement.

F. Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

G. Preparation: This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

ARTICLE 18 - PALM BEACH COUNTY INSPECTOR GENERAL

In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

ARTICLE 19 - PUBLIC RECORDS

The CONSULTANT shall comply with Florida's Public Records Laws, and specifically

agrees to:

A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

B. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

D. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the CONSULTANT upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

ARTICLE 20 - REPRESENTATIONS/BINDING AUTHORITY

CONSULTANT has full power, authority and legal right to execute and deliver this Agreement and perform all of its obligations under this Agreement. By signing this Agreement, CONSULTANT hereby represents to the City that it has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement to Furnish Professional Services on the day and date first above written:

CITY OF LAKE WORTH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

Approved as to form and legal sufficiency:

_____ FOR
Glen J. Torcivia, City Attorney

CONSULTANT: **URS Corporation Southern**

By: _____

Print Name: Panneer Shanmugam, PE

Title: Vice President

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 28th day of February, 2014 by Panneer Shanmugam, as Vice President (title), of URS Corporation Southern, a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following N/A as identification.

Notary Public
_____
Print Name: SHIRLEY STARK
My commission expires: 3/22/2015

SHIRLEY STARK
Notary Public - State of Florida
My Comm. Expires Mar 22, 2015
Commission # EE 49014

EXHIBIT "A"
SCOPE OF SERVICES INCLUDING PROJECT SCHEDULE
(DATED 1.14.2014)

CITY OF LAKE WORTH

Scope of Services
Professional Services Contract No. _____
Engineering Services
URS Proposal #

PURPOSE

The City of Lake Worth (City) has retained URS to provide engineering services for Lake Worth 2020 year one Project #2 (Tropical Drive and Barton Road), Project #4 (15th, 16th, 17th, 18th Avenue North and Terrace Drive) and Project #7 (22nd Avenue North and Park Street). The Lake Worth 2020 Year 1 Plan consists of 8 separate projects in several locations within the municipal limits. The eight infrastructure improvement projects will include Watermain, Sanitary Sewer, Stormwater Management and Roadway Projects as shown on Exhibit 'B' – City of Lake Worth Roadway and Utilities Master Plan Year 1.

Terms and conditions of the professional services included in this proposal are to be in accordance with the Master Service Agreement executed between the City of Lake Worth and URS Corporation Southern dated _____.

Specifically, Project #2 includes roadway, water and sewer improvements along Tropical Drive and Barton Road; Project #4 includes roadway, water and sewer improvements along 15th Avenue North, 16th Avenue North, 17th Avenue North, 18th Avenue North and Terrace Drive; and Project #7 includes roadway and stormwater improvements along 22nd Avenue and Park Street. Described below is the Scope of Work (SOW) and specific milestone tasks for the planning, design, permitting, bidding and construction phases of the projects. It is the intent of the City to perform this work in two phases, i.e. Phase 1 – Engineering, Permitting and Bid Support Services; Phase 2 – Construction Support Services.

SCOPE OF WORK

1. PRELIMINARY ASSESSMENT AND PROJECT PLANNING

A. Feasibility Study and Implementation

a) Provide preliminary design schematics to City Staff along with exhibits to be used for community outreach program.
b) Furnish an Engineer's Cost Estimate of Construction reflecting updated typical cross sections, intersection improvements and revised utility and drainage improvements.

B. Grant Assistance

a) Provide technical advisory to the City on any grant applications that the City desires to explore pertaining to the supplemental funding of the project.
b) Provide supporting documentation developed as part of the project as included within this scope when necessary to supplement applications described above.

2. OVERALL PROJECT MANAGEMENT

A. Project Coordination

a) Coordinate major elements of URS services with City staff and support the City's coordination of the design and construction. Prepare overall schedule for the City on a monthly basis. Schedule to include as a minimum: Pre-Construction, Design, Construction, Testing and Inspection, Substantial Completion, Punch List, Final Completion, and Warranty.
b) Participate in Project Meetings for all project milestones during planning and design phase, including project kickoff meeting, and provide meeting minutes for review by the City and to all parties in attendance. Provide monthly updates to the City through a status report as well as a presentation (powerpoint) to the City Commission on a monthly basis to provide them with a project progress update.
c) Develop a drawings list as the first task and submittal of the design phase for review by the City.

B. Public Involvement

a) Develop and implement a community outreach program including public meetings and property owner notifications
b) Coordinate and interface with property owners directly affected by proposed project development.

3. ENGINEERING DESIGN

A. Transportation and Street Improvements

a) Completion of a Route Survey to be used for Horizontal and Vertical Control.
b) Locate and record all existing utility infrastructure within Right of Way.
c) Roadway Engineering Design, plan and profile, including pavement and sidewalk design, site grading, pavement marking and signage. Follow the City of Lake Worth Public Works Design Standards, Florida Greenbook, and all applicable FDOT standards. Roadway design shall include full reconstruction for all projects.
d) Design of all associated right of way landscaping and irrigation improvements
e) Obtain all required permitting through the City of Lake Worth Public Works, and all other applicable agencies

B. Storm water Collection System Improvements

a) Drainage design for a storm water management system for the collection and treatment of the storm water runoff as identified in the Stormwater Master Plan including additional drainage structures, pipes, culverts, swales, exfiltration trench and retention areas. Existing storm water systems within the project areas shall be evaluated and replaced as necessary.

b) Provide all necessary flood routing, system capacity, and water quality calculations.
c) Provide all geotechnical testing and evaluation associated with required groundwater storage calculations and exfiltration trench design.
d) Meet SFWMD criteria for water quality treatment and attenuation, and apply for the required permits.
e) Support the City in obtaining NPDES storm water permitting of Industrial/ Governmental Sites.

C. Potable Water Distribution System Improvements

a) Potable Water system design to serve existing properties in the identified project areas by extending or replacing the existing distribution system mains to provide required fire flow and fire hydrant coverage, and loop the system where possible.
b) Identify water meter relocations to the street and water service replacements. Abandoned lines to be capped and grouted.
c) Provide necessary projected demand calculations, along with proposed system hydraulic calculations and modeling.
d) Potable water system design shall furnish additional water service and fire service lines and assemblies as required by code for all impacted properties.
e) Support the City in obtaining Palm Beach County Health Department permits; meet Palm Beach County Fire Rescue requirements.

4. BID AND PERMITTING SERVICES

A. Bid Phase Services

a) Provide project manual including construction methods, materials, and structural components.
b) Assist the City with necessary bid reviews.
c) Provide RFI assistance to queries received from potential contractors during the bid phase.

B. Permitting Phase Services

a) Address design issues and questions arising from permit review by requisite agencies including but not limited to FDOT, Palm Beach County, City of Lake Worth Utilities, Public Services and Building Department.

5. ENGINEERING DURING CONSTRUCTION

A. Services During Construction and Delivery

a) Services shall include administration and observation of the Construction Contract to support the City in constructing the project in reasonable conformity with the plans, specifications and special provisions.
b) Perform onsite review including observation of construction progress and quality of work, identifying and reporting significant discrepancies, omissions, substitutions and deficiencies, and the corrective actions taken by the contractor per direction from City Staff.

c) Perform review of materials entering into the work to adhere to the plans, specifications and special provisions for the Construction Contract to support the City in constructing the project in reasonable conformity with such documents.

B. Contract Administration

a) During construction, Contract Administration services shall include project set up, monitoring work completed, providing project status reports in support of monthly invoices, and performing design review services as specified herein for the Construction Contract(s)

MILESTONE TASKS

The services will include the following tasks to be provided by URS Corporation Southern (CONSULTANT) executed in two (2) phases.

Phase 1 (Engineering, Permitting & Bid Support Services):

- Task 1.1 – Project Management and Contract Administration
- Task 1.2 – Data Collection – Topographical Survey and Geotechnical Studies
- Task 1.3 – Construction Documents
- Task 1.4 – Prepare and Process Permit Applications
- Task 1.5 – Grant Funding Assistance
- Task 1.6 – Bid Phase Services

Phase 2 (Construction Support):

- Task 2.1 – Construction Phase Services

The specific scope of services to be provided by CONSULTANT includes the following:

Phase 1 – Engineering, Permitting, & Bid Services

Task 1.1 – Project Management and Contract Administration

The CONSULTANT shall provide the project management and coordination for the activities performed under this Work Order. The CONSULTANT shall monitor labor utilization, project schedule, and project budget on a regular basis. It shall be the ongoing responsibility of the CONSULTANT's Project Manager (CPM) to review the task budgets and the deliverables submitted to the City against the schedule. The CPM shall be responsible for the performance of the CONSULTANT's design team, including sub-consultants, for this Work Order. The CPM shall make weekly project update phone calls to the City Project Manager (PM). The CONSULTANT shall document the phone calls in written weekly reports and submit them to the City as part of the Monthly Project Status Report. The Monthly Project Status Reports will include presentations prepared in powerpoint to the City Commission.

The CONSULTANT shall prepare a project schedule for presentation to the City at the Kick-Off Meeting for the City's review and approval. The schedule shall include all major Tasks included in this proposal.

The CONSULTANT shall follow the CONSULTANT's Quality Assurance/Quality Control Plan (QA/QC) for the Project. A copy of the Consultant's QA/QC Plan shall be submitted to the City at the Kick-Off Meeting. The Consultant Project QA/QC officer shall be charged with the responsibility of the Plan's implementation and documentation of current QA/QC activities. An update on all QA/QC activities shall be reported in the Monthly Status Reports. The work performed by the CONSULTANT design team members, including sub-consultants, on the Tasks for this Work Order shall be in accordance with this QA/QC Plan.

The engineering submittals, including memoranda, reports and studies, shall undergo quality management reviews in accordance with the CONSULTANT's documented QA/QC processes for the Project. The QC reviewer shall inform the Project team of any exception or proposed improvement that may be noted. QC reviews shall be provided for all submittals. The QC reviews shall be conducted prior to submittal to allow time for incorporation of any recommended revisions.

- **Deliverables – Survey Map/Drawing Preparation**
  1.1.1 Project Management and Contract Administration
  1.1.2 Kick-off Meeting and Meeting Summary
  1.1.3 Project QA/QC Report
  1.1.4 Weekly Project Meeting Report
  1.1.5 Monthly Status Report and City Commission Presentation (powerpoint)

Task 1.2 – Data Collection - Topographical Survey and Geotechnical Studies

Task 1.2.1 Topographical Survey

Prepare a Topographic Survey for design purposes of multiple Roadways in the projects 2, 4 and 7 areas. The topographic Survey will be in accordance with the current surveying requirements of the Board of Professional Surveyors and Mappers of the State of Florida as defined Chapter 5J-17.050 through 5J-17.052 of the Florida Administrative Code. The survey will include the recovery of sufficient property boundary monumentation for the establishment of the existing rights-of-way and the establishment of a Survey Control Baseline, the location of aboveground visible improvements (i.e., pavement, slabs, fences, and utility features, including rims, inverts and pipe sizes for all sanitary gravity lines and storm water structures unless they are obstructed or filled with water and/or debris, all trees 3" diameter at breast height) within each right-of-way together with the existing driveways within 10 feet of the right-of-way line. The survey will be prepared in AutoCAD Version 2010 or higher drawing file format. Minimum of two cross-section elevations will be taken for each section of the roadway to be impacted and at major ground elevation changes to depict the existing ground profile at the project area along the route and include the driveways if accessible. The elevations will be relative to North American Vertical Datum of 1988 (NAVD88) and based on National Geodetic Survey Benchmarks within this area.

- **Deliverables – Survey Map/Drawing Preparation**
  1.2.1.1 Three (3) signed and sealed sets of survey drawings maps
  1.2.1.2 All AutoCAD drawing electronic files.
  1.2.1.3 Survey Report (including electronic file).
  1.2.1.4 Digital file with secondary control data included.

Task 1.2.2 Geotechnical Studies

Geotechnical field investigation will include performing to up to eight (8) standard penetration tests (SPT) borings to an average depth of fifteen (15) feet, three (3) percolation tests for the purposes of exfiltration design and utility potholes as required. The location of the tests and potholes are to be determined during preliminary design. A breakdown of the anticipated geotechnical field investigation is provided below:

a) Project #2: Two (2) SPT borings and potholes as required.
b) Project #4: Four (4) SPT borings, one (1) percolation test and potholes as required.
c) Project #7: Two (2) SPT borings, two (2) percolation tests and potholes as required.

- **Deliverables:**
  1.2.2.1 Field logs for all SPT Borings
  1.2.2.2 Field logs of Percolations Tests

1.2.2.3 Draft Geotechnical Investigation Report
1.2.2.4 Final Geotechnical Investigation Report

Task 1.3 – Construction Documents

Work with franchised utility agencies (electric cable TV, telephone, natural gas, fiber optics, etc.) to obtain record or as-built information if possible. This information will be utilized in determining locations for new watermain, sanitary and storm sewer.

Prepare Engineering Plans for the proposed improvements within the project limits including approximately water line replacement/installation, sanitary sewer replacement/installation, stormwater improvements, new fire hydrant installation, and roadway reconstruction inside the right-of-way (unless patch, mill and resurface is authorized by the City). This task will include field locations of test holes and soil borings through sub-consultant. CONSULTANT will prepare plans and submit them to the City at the following design milestones – 30%, 60%, 90% and FINAL. An engineer's opinion of probable construction cost will be submitted at each milestone, refining the details as the project progresses. Four (4) sets of full size drawings (24" x 36") will be submitted for review and approval by City staff. In addition, 4 copies of the project specifications will be provided at 90% and FINAL submittals (line item only for 30% and 60% submittals). One electronic copy on CD will also be provided with each phase submittal. One meeting will be held with City staff within two weeks after drawings and specifications have been submitted to receive and discuss comments. Internal Quality Control will be supplied by the CONSULTANT for all submittals of design documents

The preparation of design documents shall consist of construction drawings and technical specifications. Construction Drawings, meeting the applicable industry design standards and regulatory requirements are to include the following:

- Cover Sheet
- General Notes
- Existing Conditions
- Stormwater Pollution Prevention Plan
- Demolition Plan (if applicable)
- Horizontal Control Plan
- Master Utility Plan and Key Map
- Paving, Grading and Drainage Plan
- Utility Plan and Profiles, including utility crossings and conflicts
- Jack and Bore Plan (Project #4)
- Details

Technical Specifications are to be prepared for bidding purposes and will be submitted to the CITY with the Construction Drawings to constitute the Construction Documents. The 30% and 60% submittal of the technical specifications will be submitted in Index form only. Full specifications will be submitted at the 90% and FINAL stages.

Contract Documents will use the CITY's existing "Front End" conditions modified by the CITY as appropriate for this project. Division 1, 2 and 3 technical specifications will utilize industry standard specifications modified by CONSULTANT as appropriate for this project.

- **Deliverables:**
  1.3.1 List of Drawing Sheets (Projects #2, #4 & #7)
  1.3.2 30% Design Report Package (including Plans)
    - Report (including Calculations, List of Proposed Specifications, Cost Estimate, Schedule , etc) - 4 hard copies
    - Plans – 4 full-size hard copies, 4 half-size hard copies

- CD-ROM (PDF) – 4 electronic copies
- Technical Review Meeting to address City comments

1.3.3 60% Design Report Package (including Plans)
- Report (including Calculations, List of Proposed Specifications, Cost Estimate, Schedule , etc) - 4 hard copies
- Plans – 4 full-size hard copies, 4 half-size hard copies
- CD-ROM (PDF) – 4 electronic copies
- Technical Review Meeting to address City comments

1.3.4 90% Design Report Package (including Plans)
- Report (including Calculations, Proposed Full Specifications, Cost Estimate, Schedule , etc) - 4 hard copies
- Plans – 4 full-size hard copies, 4 half-size hard copies
- CD-ROM (PDF) – 4 electronic copies
- Technical Review Meeting to address City Comments

1.3.5 Final Design Report Package (including Plans)
- Report (including Calculations, Proposed Full Specifications, Cost Estimate, Schedule , etc) - 4 hard copies
- Plans – 4 full-size hard copies, 4 half-size hard copies
- CD-ROM (PDF) – 4 electronic copies

Task 1.4 – Prepare and Process Permit Applications

The CONSULTANT will meet with regulatory agencies to determine potential design permitting requirements. The anticipated regulatory agencies include, but are not limited to:

- Palm Beach County Health Department
- Palm Beach County Engineering and Public Works Department
- Palm Beach County Water Utilities Department
- Palm Beach County Department of Environmental Resource Management
- South Florida Water Management District
- Florida Department of Transportation

Permit applications will be completed and fees will be determined by the CONSULTANT. Permit application fees will be paid by the CITY.

The CONSULTANT may attend up to one (1) pre-application meeting with each regulatory agency and one (1) meeting with each agency during permit review. This task includes responses to up to two (2) requests for additional information from each regulatory agency for each project.

- **Deliverables:**
  1.4.1 Project Permitting Requirements Report
  1.4.2 Permit Process and Applications
  1.4.3 Monthly Permit Status Report (included with monthly project status update in Task 1)

Task 1.5 – Grant Funding Assistance

The CONSULTANT will work with City Staff in identifying potentials for grant assistance on the project. Current funding for the current project is being provided through a mix of funds from the Capital Improvement budget and infrastructure bonds to be issued. But the City will continue researching any potential grant assistance that could be available to the project. CPM will review and evaluate any potential opportunities with the PM and assist with providing technical documentation developed within the scope herein to supplement any grant application submittals.

- **Deliverables:**
  1.5.1 Grant Funding Application Assistance

Task 1.6 – Bid Phase Services

Bid phase services to be performed by the CONSULTANT will be consistent with the City guidelines for standard procedures and functions for CONSULTANTS and procurement services. Specific services include the preparation of Design Document packages (Drawings and Specifications) and submittal to CITY for advertisement and bidding purposes; drawings to be full size (24" x 36") format. CONSULTANT will attend a pre-bid conference with interested contractors and CITY staff. CONSULTANT shall respond to a maximum of twenty (20) Requests for Information (RFI) submitted to the CITY. Response will be made to the CITY for distribution to all plan holders. Technical information for up to two (2) addenda is assumed in the budget for these services. CONSULTANT shall attend the bid opening, review bid packages received, provide the CITY assistance in preparation of the bid tabulation form, recommend award, and present to the city commission.

Additionally, the CONSULTANT shall assist the City in the review of the solicitation responses. This review shall include review of the Bidder's References (i.e., other known and verifiable information that may be pertinent to the proposed contract award and ability of the bidder to perform the work according to the Contract Documents). The CONSULTANT shall submit to the City a written memorandum that summarizes the findings for each bidder.

The CONSULTANT shall not communicate with the contractors or the Selection Committee during the solicitation phase of the Project. All correspondence shall be directed in writing through the City.

- **Deliverables:**
  1.6.1 Solicitation Assistance
  1.6.2 Review Memorandum

Phase 2 – Construction Support Services

Task 2.1 – Construction Support Services

URS will provide Construction Administration Services for the duration of the construction period that include the following:

- Attendance at a pre-construction conference with selected Contractor and CITY staff.

- Review of Shop Drawings and Product submittals for general conformance with the design intent and provisions of the Contract Documents. These services include the review of up to fifty (50) submittals. Any non-conforming shop drawing will be submitted to City's Construction Manager (CCM) for review. Shop drawings rejected by the CCM will only be reviewed once following revisions by the Contractor for compliance with the approved drawings and specifications.

- Attendance at monthly progress meetings and the preparation of a written summary of issues discussed. The progress meetings will be conducted by CITY staff. Minutes of the meeting will be submitted to the CITY. Meetings to be held at the City of Lake Worth Utilities Department.

- Review of monthly payment applications submitted to the CITY by the Contractor. These services include review of the quantities represented in the payment application and recommendations to proceed.

- Response, in writing, to up to fifty (50) Contractor RFI's per project regarding design documents. If the quantity of RFI's received is deemed excessive by both the CONSULTANT and the CITY, additional fees may be required on an hourly rate based on the agreed upon rates.

- Assistance to the CITY in preparation and negotiations for Change Orders (CO) and work directive changes.

- Daily site observation (50% utilization) by the CONSULTANT Construction Observer and Weekly site visits by the CONSULTANT Project Manager during the term of construction.

- Certification to the regulatory agencies that the project was constructed in general conformance with the permitted plans; the certification is not a confirmation of the construction means and methods or the properties of the materials used by contractor.

- **Deliverables:**
  2.1.1 Pre-construction Conference Attendance
  2.1.2 Shop Drawings and Product Submittal Review (upto 50)
  2.1.3 RFI Review and Responses (upto 50)
  2.1.4 Monthly Progress Meeting Attendance
  2.1.5 Monthly Payment Application Review and Report
  2.1.6 Change Order and Work Directive Change Preparation
  2.1.7 Construction Observation Performance

ADDITIONAL SERVICES

Design services will be provided by the CONSULTANT for the complete design of projects #2, #4 and #7 as in accordance with the scope of work and task descriptions above. Services in addition to those included in the full design of the projects can be performed as authorized in writing by the Client if required or requested. Additional services include but are not limited to the following:

- Water or Wastewater Hydraulic Analysis Model Update.
- Traffic Engineering Studies, Plans, MOT, etc.
- Electrical design services.
- Construction stakeout.
- Legal descriptions and sketches.
- Plan changes requested by Client after final approval of the Construction Drawings.
- Construction contract administration required in connection with contractor's errors, retesting, or litigation.
- Environmental consulting services.
- Any services required in connection with threatened or endangered species.
- Services required by additional governmental regulations that might be put into effect after the date of this agreement.
- Any additional services requested by Client.

SCHEDULE

Exhibit 'A' – Preliminary Project Schedule represents the proposed projects scheduled through completion of substantial construction completion. It is the Understanding of URS that the City Commission meeting for the approval of this Task Order will be held in January 2014 and the referendum for the approval of the City issued bonds is scheduled for August 2014. The project schedule is reflective of those dates.

Design services for Projects #2, #4 and #7 are anticipated to be completed within six (6) months. The execution of permit applications and subsequent submittals to regulatory agencies will occur after the sixty percent (60%) design phase. Bidding will be completed in one (1) month and construction will occur over an eight (8) month time period. The proposed schedule anticipates no more than two (2) weeks of review time by the CITY at each submittal stage. The design schedule will be reviewed and adjusted periodically to accommodate for any delays outside of the control of the project team and will be reviewed with the CITY's Project Manager on a regular basis. A detailed schedule for the bidding and construction phases will be updated during the design phase of services. The schedule will be submitted to the City for review and approval.

RESPONSIBILITIES OF THE CITY

- The CITY shall provide available preliminary engineering, studies, reports or record data in a timely manner. This data includes information regarding the water system, sanitary sewer system or stormwater system. In addition, any design or calculations for the project area or adjacent areas in included.

- The CITY shall review any documents submitted by the CONSULTANT and provide review comments in a timely manner.

- The CITY will be responsible, as applicant, to obtain all permit approvals from regulatory agencies with the assistance of the CONSULTANT.

METHOD OF COMPENSATION

Compensation for services provided will be on a Lump Sum basis in accordance with the provisions of the contract.

ASSUMPTIONS

In preparation of this Task Order, the following assumptions have been made. Modifications to the above Scope of Services or these assumptions shall be considered as an Additional Service Item under the terms of this contract. The assumptions include:

1 All recommendations for sizing and operability of the utility system has been verified through hydraulic analysis or modeling performed by others and recommendations for any replacement or rehabilitation contained herein are as provided to the CONSULTANT by the CITY. Any supplemental analysis or modeling can be provided as an additional authorized item.

2 The roadways included in this project are owned and maintained by the CITY and Palm Beach County.

3 The CITY will provide the CONSULTANT with available record or as-built drawings.

4 CITY permits are not required for this project; the review and approval of submittals shall constitute permitting by the CITY.

5 The CITY will provide the CONSULTANT with electronic copies of "Front End" documents in .doc or .docx format.

6 Legal work necessary to establish easements for the installation of the water mains, if required, will be the responsibility of the CITY.

7 The CITY is responsible for all permitting fees including applications, certifications and public notification.

8 The design shall be based on federal, state and local codes and standards in effect at the beginning of the project. Revisions required due to subsequent changes to those regulations shall be considered an Additional Service Item.

DELIVERABLE SCHEDULE

A detailed labor breakdown of the fee estimate has been included in Exhibit A at the end of this document as supplemental information to the below schedule.

Deliverable	Deliverable Description	Due Date	Total Payment Amount
Phase 1 – Engineering, Permitting & Bid Support Services			
Task 1.1 – Project Management			
1.1.1	Project Management and Contract Administration	On-going	$20,457
1.1.2	Kickoff Meeting and Meeting Summary Notes	1 week after NTP	$2,400
1.1.3	Project QA/QC Report	2 week after NTP	$2,460
1.1.4	Weekly Project Meeting and Report	Weekly	$10,240
1.1.5	Monthly Status Report and City Commission Presentation	Monthly	$6,960
Task 1.2 – Data Collection - Topographical Survey and Geotechnical Studies			
1.2.1	Signed and Sealed Survey Drawings	4 weeks after NTP	$79,060
1.2.2	AutoCAD Drawing files	4 weeks after NTP	$12,705
1.2.3	Survey Report	4 weeks after NTP	$22,525
1.2.4	Digital file with secondary control data	4 weeks after NTP	$2,900
1.2.5	Field logs for all SPT Borings	4 weeks after NTP	$3,250
1.2.6	Field logs of Percolations Tests	4 weeks after NTP	$2,691
1.2.7	Draft Geotechnical Investigation Report	6 weeks after NTP	$32,063
1.2.8	Final Geotechnical Investigation Report	8 weeks after NTP	$9,150
Task 1.3 – Construction Documents			
1.3.1	List of Drawing Sheets	8 weeks after NTP	$6,950
1.3.2	30% Design Report Package	14 weeks after NTP	$216,264
1.3.3	60% Design Report Package	19 weeks after NTP	$109,280

Deliverable	Deliverable Description	Due Date	Total Payment Amount
1.3.4	90% Design Report Package	22 weeks after NTP	$50,700
1.3.5	Final Design Report Package	24 weeks after NTP	$22,175
Task 1.4 – Prepare and Process Permit Applications			
1.4.1	Project Permitting Requirements Report	3 weeks after NTP	$8,760
1.4.2	Permit Process and Applications	Ongoing	$26,238
1.4.3	Monthly Permit Status Report	Monthly	$3,600
Task 1.5 – Grant Funding Assistance			
1.5.1	Grant Funding Application Assistance (performed as part of Task 1 – Project Management Support)	Ongoing	
Task 1.6 – Bid Phase Services			
1.6.1	Solicitation Assistance	26 weeks after NTP	$19,035
1.6.2	Review Memorandum	28 weeks after NTP	$11,944
		Subtotal	**$681,807**
Phase 2 – Construction Support Services			
Task 2.1 – Construction Support Services			
2.1.1	Pre-construction Conference attendance	30 weeks after NTP	$2,600
2.1.2	Shop Dwgs. And Product Submittal Review (upto 50)	Ongoing	$88,727
2.1.3	RFI Review and Responses (upto 50)	Ongoing	$110,350
2.1.4	Monthly Progress Meeting Attendance	Monthly	$17,250
2.1.5	Monthly Payment Application Review and Report	Monthly	$16,250
2.1.6	Change Order and Work Directive Change Preparation	Ongoing	$22,460
2.1.7	Construction Observation Performance	Ongoing	$167,500
		Subtotal	**$425,137**
		TOTAL	**$1,106,944**

- NTP: Notice to proceed (Date of Notice to Proceed issued by Project Manager)

Exhibit A - Staff Time Estimate

URS Corporation Southern - Summary / Total

Personnel	Hourly Rate	Task 1.1	Task 2.1	Task 3.1	Task 4.1	Task 5.1	Task 6.1	Task 2.1	Totals Hrs	Totals Cost
Prime Labor										
Principal	$195.00	36	12	80	16		16	80	240	$46,800
Project Manager	$145.00	136	32	144	64		88	416	880	$127,600
Lead Civil Engineer	$145.00		24	124			16	260	424	$61,480
Sr. Civil Eng.	$123.00	72	64	448	60		40	260	944	$116,112
Water/Wastewater Eng.	$97.00		24	240				208	472	$45,784
Civil/Structural Eng.	$97.00			240				208	448	$43,456
Staff Engineer	$84.00		48	960	80		16	232	1,336	$112,224
Senior CADD Designer	$93.00	12	8	324					344	$31,992
CADD Designer	$66.00			960	48			40	1,048	$31,992
GIS Specialist	$85.00			160	36				196	$16,660
Construction Inspector	$85.00							1500	1,500	$127,500
Administrative Associate	$63.00	60	64	670	64		80	624	1,562	$98,406
Sub Total (hours)		280	264	4270	352		240	3748	9,154	$860,006
Cost per Task ($)		$40,492	$29,468	$386,066	$36,760	$0	$29,504	$374,892		$897,182
Subconsultants										
Geotecnical Data			30,275					$15,000		$45,275
Topographic Survey			57,025					$10,000		$67,025
Utility Locate			39,750					$5,000		$44,750
Sub Total		$0	$127,050	$0			$0	$30,000		$157,050
Total Labor and Subconsultants		$40,492	156,518	386,066	36,760	0	29,504	404,892		1,054,232
Direct Expenses		$2,025	$7,826	$19,303	$1,838	$0	$1,475	$20,245		$52,712
Work Authorization Total										**$1,106,944**

CITY OF LAKE WORTH
FLORIDA

CITY OF LAKE WORTH

ROADWAY AND UTILITY MASTER PLAN PROJECTS

PROFESSIONAL SERVICES (ENGINEERING) AGREEMENTS

- Roadway, Water, Sewer and Stormwater Projects were coordinated and prioritized in Master Plans
- Water projects were prioritized based on life safety (fire protection), improved flow and increased pressure
- Roadway projects were prioritized based on the poor or failed road conditions that need complete road reconstruction, based on pavement condition index (PCI)
- Projects were coordinated to combine proposed road, storm and utility projects together

ROADWAY AND UTILITY MASTER PLAN PROJECTS
PROFESSIONAL SERVICES (ENGINEERING) AGREEMENTS

- 8 projects were selected for design in FY 2014 and construction in FY 2015
- Engineering and Permitting services are needed for the 8 projects
  - Provides “shovel ready” projects needed for grant applications
  - Provides design work needed to proceed with construction of these projects in FY2015

ROADWAY AND UTILITY MASTER PLAN PROJECTS PROFESSIONAL SERVICES (ENGINEERING) AGREEMENTS

- 4 of the projects are water projects identified by Water Utilities in approved 5 year Capital Plan
- 3 of the 4 remaining projects are roadway & stormwater projects identified by Public Services in approved 5 year Capital Plan
- A breakdown of the Capital Improvement Projects and funding sources for the projects are shown below

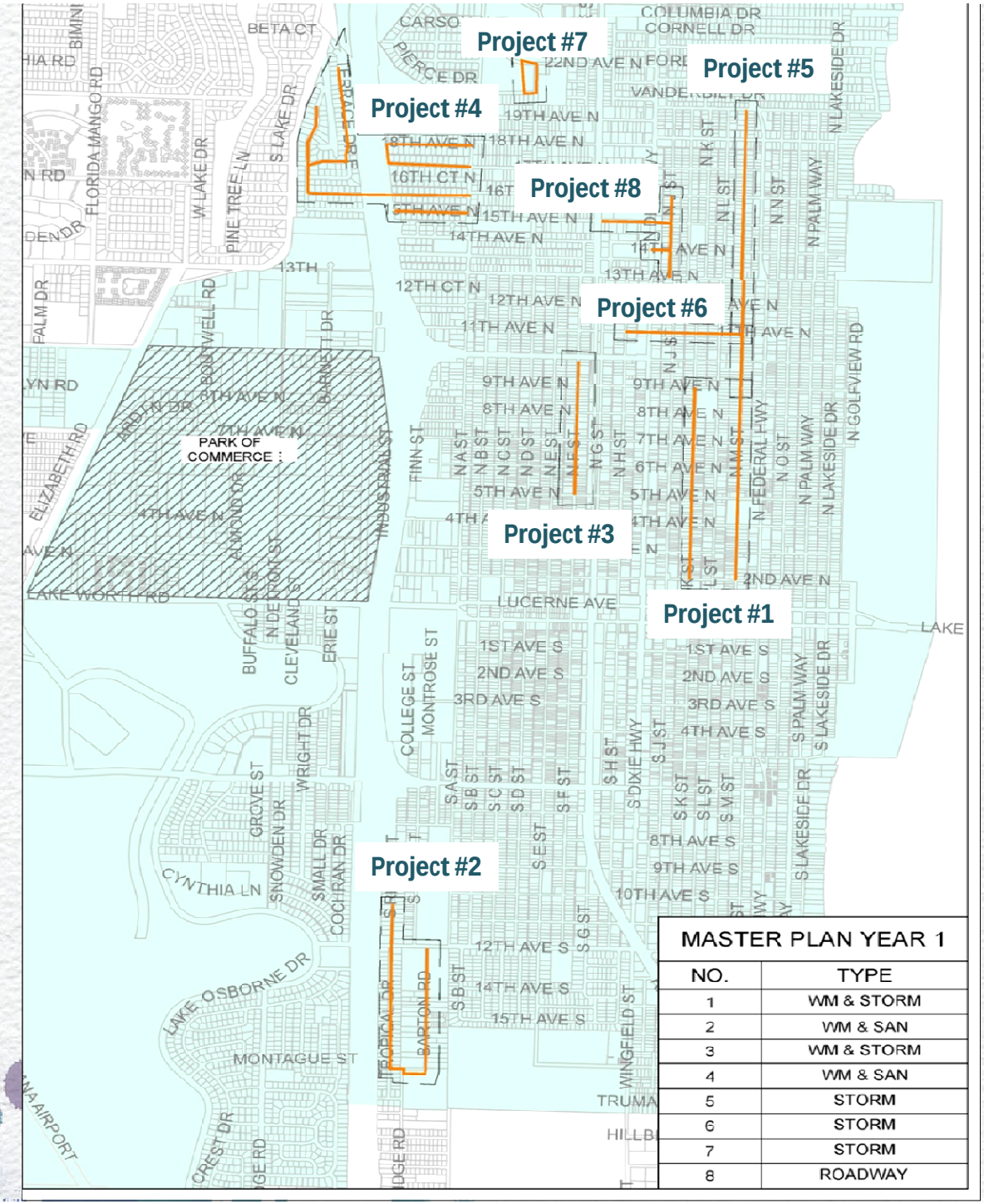
YEAR 1 PROJECTS	ROADWAY	ROAD ENGINEERING	ROADWAY TOTAL	STORM	STORM ENGINEERING	STORM TOTAL	WATER	WATER ENGINEERING	WATER TOTAL	SEWER	SEWER ENGINEERING	SEWER TOTAL	TOTAL COST
NORTH K ST & NORTH M STREET	585,556	87,833	673,389	279,000	41,850	320,850	1,142,167	171,325	1,313,492	-	-		**2,307,731**
TROPICAL DR & BARTON RD	769,403	115,410	884,813	-	-	-	1,100,221	165,033	1,265,254	638,675	95,801	734,476	**2,884,543**
NORTH F STREET	333,368	50,005	383,373	100,800	15,120	115,920	437,517	65,628	503,144	-	-		**1,002,437**
15TH, 16TH, 17TH, 18TH AVE N, TERRACE DR	529,056	79,358	608,414	-	-	-	2,669,050	400,358	3,069,408	1,182,000	177,300	1,359,300	**5,037,121**
NORTH M STREET 9TH AVE N TO 18TH AVE N	824,413	112,420	936,833	158,994	21,681	180,675	-	-	-	-	-		**1,117,508**
[redacted]													**180,917**
[redacted]													**365,604**
[redacted]													**912,345**
	3,449,260	**503,599**	**3,952,859**	**1,402,430**	**207,845**	**1,610,275**	**5,348,954**	**802,343**	**6,151,297**	**1,820,675**	**273,101**	**2,093,776**	**13,808,207**

ROADWAY AND UTILITY MASTER PLAN PROJECTS
PROFESSIONAL SERVICES (ENGINEERING) AGREEMENTS

Two engineering firms (URS and CTA) were selected by competitive CCNA RFQ process for design and construction services for these projects

- Reduces the design schedule to 6 months
- Provides backup capability

1. URS Corporation Southern Project Assignments
   - Project # 2, Tropical Drive and Barton Road
   - Project #4, 15th, 16th, 17th and 17th Ave. N and Terrace
   - Project # 7, 22nd Ave N and Park Drive
2. Craven Thompson Associates (CTA) Project Assignments
   - Project # 1, N K and M Streets, 2nd to 6th Ave N
   - Project # 3, N F Street, 5th to 10th Ave N
   - Project # 5, N M Street, 9th to 18th Ave N
   - Project # 6, 11th Ave N, H Street to M Street
   - Project # 8, N J St from 13th to 16th Ave N, 15th Ave N from J St to RR & 14th Ave N from J to Dixie



MASTER PLAN YEAR 1

NO.	TYPE
1	WM & STORM
2	WM & SAN
3	WM & STORM
4	WM & SAN
5	STORM
6	STORM
7	STORM
8	ROADWAY

ROADWAY AND UTILITY MASTER PLAN PROJECTS
PROFESSIONAL SERVICES (ENGINEERING) AGREEMENTS

Each Engineering firm has a presentation showing their proposed key staff, scope, deliverables and schedule

1. URS Corporation Southern
2. Craven Thompson Associates (CTA)

City staff will monitor and review the design and permitting of the projects

- Monthly project meetings
- Review of drawings at 30%, 60% , 90% and 100%
- Control scope changes
- Monitor schedule
- Approve payment requests
- Report engineering status to commission monthly

City of Lake Worth

Continuing Contract for Professional Engineering Services

Quality Service... Working Hard To Ensure Your Success.

URS

Agenda

- Key Personnel
- Scope of Work
- Schedule
- Deliverables

Key Personnel

- Panneer Shanmugam, PE - Contract Manager
- Brett Oldford, PE – Project Manager
- Steve Baumal – Construction Manager
- Chen Li, PE – Senior Electrical Engineer
- Greg Johnson, PE – Senior Mechanical Engineer
- Shirley Pearsall, RLA, AICP, ISA – Senior Landscape Architect
- Timothy Currey, RA, NCARB – Project Architect
- Vivek Kamath, PE – Senior Environmental Engineer
- Anthony Sfameni, PE – Roadway Design Engineer

Scope of Work

The City of Lake Worth has retained URS to provide engineering services for Lake Work 2020 Year #1 which includes the following projects:

- Project #2 – Tropical Drive & Barton Road
- Project #4 – 15th, 16th, 17th, 18th Ave. North & Terrace Dr.
- Project #7 – 22nd Ave. North & Park Street

DEBRIS FROM I-95 SCREENING TREES
ELIMINATE PONDING
PROJECT #7
PROJECT #4
PROJECT #8
ROADWAY - IMPROVE DRAINAGE
PROJECT #5
PROJECT #6
OVERLAY
PROJECT #3
PROJECT #1
IMPROVE LINE OF SIGHT
ELIMINATE PONDING
ELIMINATE PONDING
MILL, PATCH AND OVERLAY
PROJECT #2
MILL, PATCH AND OVERLAY

Scope of Work

Project #2 includes roadway, water and sewer improvements along Tropical Drive and Barton Road.

Scope of Work

Project #4 includes roadway, water and sewer improvements along 15th Avenue North, 16th Avenue North, 17th Avenue North, 18th Avenue North and Terrace Dr.

Scope of Work

Project #7 includes roadway and storm-water improvements along 22nd Avenue North and Park Street

Scope of Work

Specific scope of work items will includes:

PHASE 1

- Preliminary Assessment and Project Planning

(a) Feasibility Study and Implementation
(b) Grant Assistance

- Overall Project Management

(a) Project Coordination
(b) Public Involvement

Scope of Work

Specific scope of work items will includes:

- <u>Engineering Design</u>

(a) Transportation and Street Improvements
(b) Storm-water Collection System Improvement
(c) Potable Water Distribution System Improvements

- <u>Bid and Permitting Services</u>

(a) Bid Phase Services
(b) Permitting Phase Services

Scope of Work

Specific scope of work items will includes:

PHASE 2

. <u>Engineering During Construction</u>

(a) Services during construction and delivery

(b) Contract Administration

Schedule

Task	Description	Duration
1	Project Management & Coordination	ongoing
2	Data Collection – Topographic Survey & Geotechnical Studies	1 - month
3	Construction Documents	4 - months
4	Prepare and Process Permit Applications	5 - weeks
5	Grant Funding Assistance	ongoing
6	Bid Phase Services	5 - weeks
7	Construction Phase Services	8 - months

Deliverables

(1) <u>Task 1 – Project Management and Contract Administration</u>

- Kick-Off Meeting and Meeting Summary
- Project QA/QC Report
- Weekly Project Meeting Report
- Monthly Status Report and City Commission Presentation

(2) <u>Task 2 – Data Collection</u>

Topographic Survey

- Three Signed and sealed sets of survey drawing maps
- All AutoCAD drawing electronic files
- Survey Report (including electronic file)
- Digital File with secondary control data included

Deliverables

Geotechnical Studies

- Project #2 – Two SPT borings and potholes as required.
- Project #4 – Four SPT borings, one percolation test and pothole as required
- Project #7 – Two SPT borings, two percolation tests and potholes as required
- Field Logs for all SPT borings
- Field Logs for Percolation Tests
- Draft Geotechnical Investigation Report
- Final Geotechnical Investigation Report

Deliverables

(3) Task 3 – Construction Documents

- 30% Design Report Package
- 60% Design Report Package
- 90% Design Report Package
- Final Design Report Package

(4) Task 4 – Prepare and Process Permit Applications

- Project Permitting Requirements Report
- Permit Process and Applications
- Monthly Permit Status Report

Deliverables

(5) Task 5 – Grant Funding Assistance

- Grant Funding Application Assistance

(6) Task 6 – Bid Phase Services

- Solicitation Assistance
- Verification Memorandum

(7) Task 7 – Construction Phase Services

- Pre-construction Conference Attendance
- Shop Drawings and Project Submittal Review
- RFI Review and Responses
- Monthly Progress Meeting Attendance

Deliverables

(7) Task 7 – Construction Phase Services

- Monthly Payment Application Review and Report
- Change Order and Work Directive Change Preparation
- Construction Inspection Performance

THANK YOU

Quality Service... Working Hard To Ensure Your Success.

CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600· Fax: 561-586-1750

AGENDA DATE: March 18, 2014, Regular Meeting **DEPARTMENT:** Water Utilities

---

EXECUTIVE BRIEF

TITLE:
Professional services agreement with Craven Thompson & Associates, Inc. for engineering, design and construction services for the Roadway and Utilities Master Plan Capital Projects

SUMMARY:

The Agreement provides for engineering, design and construction phase services for the Roadway and Utilities Master Plan Capital Projects for a twenty-four month term with provisions for three two year renewals. The initial work authorization is for engineering and permitting services for Year 1 Projects # 1,3,5,6 and 8, in a lump sum amount of $467,185.

BACKGROUND AND JUSTIFICATION:
In order to move forward on the infrastructure improvements for the City's Roadway and Utilities Master Plan Capital Projects, the City prepared a formal Request for Proposals and initiated a competitive solicitation process to select one or more Engineering and Design Firm(s) for the initial phase of the Project. Following a review of the submitted proposals by the evaluation panel, Craven Thompson & Associates, Inc. was selected as the second candidate to serve in this capacity. Two engineering firms are recommended due to the large scope associated with the Master Plan Projects.

The anticipated overall engineering and construction budget for Year 1 Projects # 1,3,5,6 & 8 is $5,520,936. The engineering and permitting services proposal is 8.5% of the project budget. The services to be provided under the agreement include ten (10) tasks outlined as follows:

1. Feasibility Study and Implementation
2. Project Coordination
3. Public Involvement
4. Transportation and Street Improvements (including surveying)
5. Stormwater Collection System Improvements
6. Potable Water Distribution System Improvements
7. Bid Phase Services
8. Permitting Phase Services
9. Services During Construction and Delivery
10. Contract Administration

The initial work authorization includes the first eight tasks. This array of services will ensure a professional level of engineering and design services initially and timely delivery of the shovel ready designs to undertake construction of the Project. Services during construction will be authorized separately following funding of project construction. A list of deliverables and project schedule are included in the proposal; excluding the construction phase of $274,930.

The funding for this project is housed in multiple funds as shown in the attached schedule.

MOTION:
I move to approve/not approve a Professional Services Agreement with Craven Thompson & Associates, Inc. for Engineering and Construction services for Roadway and Utility Master Plan Capital Projects and an initial Work Authorization for engineering and permitting services for Year 1 Projects # 1,3,5,6 & 8 in a lump sum amount of $ 467,185.

ATTACHMENT(S):
Fiscal Impact Analysis
CTA proposal and scope of work
Professional Services Agreement including exhibits

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2017
Capital Expenditures	$467,185	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	$467,185	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Roadway and Utilities Master Plan Capital Projects		Craven Thompson Engineering, Design & Construction Contract				
Account Number (s)		**Account Description (s)**	**FY 2014 Budget**	**Current Balance**	**Agenda Expenses**	**Remaining Balance**
402-9010-581-91-80		Water Fund	$ 6,151,297	$5,787,629	-$150,435	$5,637,194
305-5020-541-63-15		Road & Street Facility	$ 5,330,669	$ 5,218,605	-$316,750	$4,901,855
305-5090-538-63-15		Storm Water Fund	$ 0		$ 0	
305-7231-535-63-15		Sewer Fund	$ 0		$ 0	
					$467,185	

C. Department Fiscal Review:
Larry Johnson
Finance Director
City Attorney

January 10, 2014

Mr. Michael Bornstein, City Manager
City of Lake Worth
7 N. Dixie Highway
Lake Worth, Florida 33460

RE: CITY OF LAKE WORTH
LAKE WORTH MASTER PLAN (LW 2020) INFRASTRUCTURE IMPROVEMENTS - YEAR 1, PROJECTS - 1, 3, 5, 6, & 8
CTA PROPOSAL NO. 2013-U02.409

Dear Mr. Bornstein,

The firm of Craven Thompson & Associates, Inc. (CTA) is pleased to provide you with the following proposal for professional services for the Lake Worth 2020 Master Plan - Year 1, Projects - 1, 3, 5, 6, & 8. For detailed descriptions of projects see Exhibit "A" attached. The work will consist of survey, roadway design, drainage design, watermain improvements, utility coordination, sidewalk evaluation and design, signage and striping improvements, permitting, and construction services for Year 1 improvements to the Lake Worth 2020 Master Plan. Due to the geographic clustering of Projects 1, 3, 5, 6, and 8 it would be most logical to design and permit the grouping as one overall plan set. The sheets will be set up to allow that each project would have separate plan & profile sheets with common details, notes, and cover sheets. Permitting would be done for the project as a whole. The specific scope is as follows:

I. SURVEYING SERVICES

1.1 Boundary and Topographic Survey (CTA Task No. 11020)
Prepare a boundary and topographic survey of the rights-of-way covering approximately 3.25 miles of roadway shown as Projects 1, 3, 5, 6, and 8, based on the limits shown on the attached Exhibit 'A'. The survey will meet all of the current surveying requirements of the Board of Professional Surveyors and Mappers of the State of Florida, as defined in Chapter 5J-17.050 - .052, Florida Administrative Code.

- The survey will include the recovery of sufficient existing boundary and/or right-of-way monumentation to determine the right-of-way lines needed in order to tie all visible improvements to.
- Locations of all aboveground and visible improvements, including all pavement, slabs, fences, signs, overhead wires, trees, and utility features, within the limits of the existing platted rights-of-way.

- Rims, inverts and pipe sizes will be measured on all sanitary and drainage structures found within the project limits, if accessible and physically unobstructed, otherwise they will be noted on the drawing.
- Existing trees, three (3) inches in diameter and above, at four (4) feet aboveground, will be located and identified with diameter and common name.
- Elevations will be taken on an approximate at fifty (50) foot cross sections, along all roadways and extend approximately 20-25 feet outside the right-of-way where accessible, permitted by the adjacent property owners, and can be done safely by the Survey crew in the field.
- Finish Floor elevations will be measured on all residential and commercial buildings along each route where accessible, permitted by the adjacent property owners, and can be done safely by Survey field crew in the field.
- Elevation datum to be decided by the City of Lake Worth and will be relative to either National Geodetic Vertical Datum of 1929 (NGVD29) or North American Vertical Datum of 1988 (NAVD88), and based on Palm Beach County, National Geodetic Survey (NGS) or Florida Department of Transportation (FDOT) benchmarks.
- The surveys will be in the projection: State Plane, Florida East Zone, NAD 83(90), US Survey feet.
- Three (3) benchmarks will be provided on, or immediately adjacent to, each for future construction.
- The preparation of the survey drawing will be in AutoCAD Civil 3D, Version 2012 or higher, drawing file format.
- The final deliverable will be provided in hard copy, signed and sealed surveys (24" x 36").

Lump Sum *$118,600.00*

II. GEOTECHNICAL ENGINEERING (to be provided by Tierra South Florida, Inc and included in this proposal)

2.1 Geotechnical Testing Services (CTA Task No. 31006)
Geotechnical services to include soil borings, percolation tests for the roadway, trenches and drainage system design

Lump Sum *$8,500.00*

2.2 Test Holes (CTA Task No. 33160 & 33030)
Test holes exploration to determine location of existing underground utilities at potential utility crossings. This includes a maximum 30 test-hole locations and horizontal and vertical location of test hole.

Lump Sum *$15,000.00*

III. ENGINEERING SERVICES

3.0 Engineering Design (CTA Task No. 31025)

3.1 Roadway & Drainage

Prepare engineering design plans for 30%, 60%, 90% and 100% submittals for Projects 1, 3, 5, 6, and 8 of the Lake Worth 2020 Master Plan as described in attached Exhibit "A". The plans shall include existing conditions, roadway plan & profile, drainage, (as necessary), sidewalk, utility relocation, and pavement markings and signage plans. Prepare Cost Estimates for 30%, 60%, 90% and 100% submittals.

- Prepare Contract Documents for Bidding purposes including attendance at Pre-Bid Meeting, Bidding Assistance, Addendum preparation and Bid Review.
- Prepare and process permit applications and supporting documents through appropriate state and local agencies including:
  - Lake Worth Drainage District
  - South Florida Water Management District
  - City of Lake Worth
  - Florida Department of Environmental Protection

  Prepare for and attend coordination meetings and conference calls regarding the proposed project. This task shall include meetings with the City staff, the other consultant, local permitting agencies, and the public.

Lump Sum $245,700.00

3.2 Watermain

Prepare engineering design plans for 30%, 60%, 90% and 100% submittals for Projects 1, & 3 of the Lake Worth 2020 Master Plan as described in attached Exhibit "A". The plans shall include existing conditions, watermain and profile. Prepare Cost Estimates for 30%, 60%, 90% and 100% submittals.

- Prepare Contract Documents for Bidding purposes including attendance at Pre-Bid Meeting, Bidding Assistance, Addendum preparation and Bid Review.
- Prepare and process permit applications and supporting documents through appropriate state and local agencies including:
  - Palm Beach County Public Health Unit
  - Florida Department of Environmental Protection

Lump Sum..... ..... $79,385.00

*For hourly breakdown of lump sum estimates see Exhibit "B" attached.

The project meetings shall include an initial meeting and presentation by CTA before the City Commission and subsequent monthly project status updates (during the design and permitting phase) to the City Commission by CTA staff.

As a part of this proposal, CTA will meet with the City of Lake Worth and the City's other consultants to determine and agree upon engineering standards to be used by all design consultants for Lake Worth 2020 Master Plan Infrastructure projects.

Survey, Geotechnical, Design & Permitting Total.....$467,185.00

IV. CONSTRUCTION OBSERVATION SERVICES LIMITED

4.1 Limited Construction Observation (CTA Task No. 31120)

Attend (and facilitate if so desired by the City) pre-construction meeting with the Contractor; review and approve shop drawings and answer RFI's as necessary. CTA will perform a limited number of site inspections for the City of Lake Worth. This does not include a full time inspector.

The City of Lake Worth will assist in necessary site inspections, review record drawings prepared by Contractor; attend final walkthrough with Contractor; prepare final punch list and follow up; and prepare Statement of Completion of construction documents. This task also assumes that all projects are constructed together at one time and total duration of construction does not exceed twelve (12) months.

Lump Sum..... ..... $274,930.00

Construction Phase Total..... .....$274,930.00

Grand Total (Not including reimbursables).....$742,115.00

V. GRANT APPLICATION PREPARATION AND PROCESSING SERVICES

5.1 Grant Application Preparation and Processing

When requested by the City, CTA will prepare and process grant applications through various agencies. Prior to undertaking any application, CTA will provide the City with a lump sum proposal for that specific application and processing. Dependent upon the grant funding sought and the agency involved, the amount of initial information required for the application varies significantly.

Per Application .....To Be Determined

Deliverables shall include:

1. 30%, 60% & 90% Design Phase

   - One hard copy to City Staff.

2. Meeting will be required with City Staff within five (5) working days after each submittal. Meetings will discuss comments for each phase submittal.

3. 100% Final Submittals

   - Sets of plans signed and sealed.

     - Cover Sheet C-1
     - General Notes & Typical Sections ..... C-2 Through C-3
     - Special Sections ..... C-4 Through C-5
     - Summary of Quantities ..... C-6 Through C-8
     - Roadway Plan & Profiles ..... C-7 Through C-36
     - Special Intersection Profiles & Details ..... C-37 Through C-40
     - Cross Sections ..... C-41 Through C-58
     - Drainage Details ..... C-59 Through C-62
     - Special Details ..... C-63 Through C-65
     - Water Plans (Projects 1 & 3) ..... C-66 Through C-72
     - Water Details ..... C-73 Through C-74
     - Pavement Marking & Signage Plans ..... C-75 Through C-104
     - Pavement Marking & Signage Details ..... C-105 Through C-106

   - One hard copy: technical specs, geotechnical report, final cost estimate and drainage calculations.

     - Geotechnical Report prepared by sub-consultant, Tierra South Florida, Inc.
     - Technical Specifications including CSI Division 2.
     - Summary of Quantities to be incorporated into front end documents.
     - Final cost estimate.
     - Copies of permit applications including:
       - South Florida Water Management District
       - Palm Beach County Public Health Unit

   - One digital copy with technical specifications (editable version) that can be incorporated in our bid package, to include geotechnical report and drainage calculation.

   - One digital copy (editable version) of bid item list and construction estimate.

4. Grant Application Submittal Packages (Per Task V)

Project Schedule

See Schedule in Exhibit "C" attached.

Hourly Fee Schedule

Principal	$220.00/Hour
Senior Supervising Engineer	$160.00/Hour
Construction Manager/Sr. Engineer	$120.00/Hour
Senior Field Representative	$90.00/Hour
CADD Technician	$80.00/Hour
Engineer	$105.00/Hour
Field Representative	$80.00/Hour
Drafting	$80.00/Hour
Principal Surveyor	$145.00/Hour
PLS	$110.00/Hour
Survey Crew	$115.00/Hour
Survey Crew - GIS	$155.00/Hour
Clerical	$65.00/Hour

Acceptance

This proposal and fee schedules are based on acceptance within 30 days of the date of preparation. If not accepted by you within that time period, we reserve the right to re-evaluate the terms and conditions contained herein.

Should you have any questions regarding the above, please do not hesitate to call.

Sincerely,

CRAVEN THOMPSON & ASSOCIATES, INC.

PATRICK J. GIBNEY, P.E.
Vice President

ROBERT D. COLE, III, P.E., LEED AP ND
Executive Vice President

PJG/tg

THE CITY OF LAKE WORTH

Witness

Mr. Michael Bornstein
City Manager

EXHIBIT A "PROJECT DESCRIPTIONS"

Project No. 1 (in District 3 - N M Street and N K Street from 2nd Avenue N to 6th Avenue N) in Year 1 of the *"Lake Worth 2020 Master Plan"* identifies new watermain required along N K Street and N M Street from 2nd Avenue N to 9th Avenue N. A 12-inch diameter watermain will be constructed on each street connecting to the existing 12-inch diameter PVC main running east-west along 2nd Avenue N, and to the 8-inch diameter main running east-west along 9th Avenue N. The existing north-south watermains are 4, and 6-inch diameter cast iron and 2-inch diameter galvanized steel lines in the alleys between the streets. Along with the installation of the mains, the water meters at the property lines will be relocated to the streets as opposed to the alleys. Hydrants will be added at all intersection s where new mains are being run in the street right-of-way. N K Street from 2nd Avenue N to 7th Avenue N is in poor condition and will require roadway and sidewalk reconstruction. A small segment at the southern end of each road falls within Problem Area 8 of the *"Stormwater Master Plan"*. The storm sewer will be evaluated at these locations.

Project No. 3 (in District 2 - on N F Street from 5th Avenue N to 10th Avenue N) for the *"Lake Worth 2020 Master Plan Year 1"* involves the construction of both storm sewer and watermain. No Problem Areas from the Stormwater Master Plan address this project specifically; however, the flood staging does not meet the minimum criteria for the 5 year, 24 hour event. Therefore, reconstruction of the storm sewer will be required and water quantity attenuation with exfiltration trench will be implemented. To the north we will connect an 8-inch diameter main to the existing 12-inch diameter stub extending south from 10th Avenue N within the road right-of-way and to the south tie into the 8-inch diameter main running east-west along 5th Avenue N. The only existing north-south watermains are 6-inch diameter cast iron mains located in both alleyways immediately east and west of N F Street. The meters will be relocated within the road right-of-way and new fire hydrants will be constructed with this project. No pavement is identified with a PCI at or below 55 and therefore indicates no road reconstruction; however, utility trenching will necessitate pavement replacement in trench areas and an asphalt overlay.

Project No. 5 (in District 2 - on N M Street from 9th Avenue N to 18th Avenue N) for the *"Lake Worth 2020 Master Plan Year 1"* involves the reconstruction of roadway. The existing section of road is identified as in a failed condition with a PCI less than or equal to 55. The entire road and base will require reconstruction. The majority of the sidewalk will also require reconstruction. The existing storm sewer pipe and structures from 16th Avenue N to 18th Avenue N will be evaluated as to the condition of the materials. From 9th Avenue N to 16th Avenue N the addition of storm sewer along the roadway will be evaluated.

Project No. 6 (in District 2 - on 11th Avenue N from N H Street to N M Street) for the *"Lake Worth 2020 Master Plan Year 1"* involves the reconstruction of roadway and storm sewer. Between N M Street and N L Street the road is rated as being in a failed or poor condition with a PCI of less than or equal to 55. In these areas the entire road and base will require reconstruction. The structural condition of the existing storm sewer pipe and structures along the roadway will be evaluated. Any piping or structure identified as in poor structural condition will be replaced.

Project No. 8 (in District 3 - N J Street from 13th Avenue N to 16th Avenue N, and 15th Avenue N from N J Street to the railroad tracks, and 14th Avenue N from N J Street to Dixie Highway) for Year 1 of the *"Lake Worth 2020 Master Plan"*, is identified as a part of Problem Area 3 in the *"Stormwater Master Plan"*. This project includes the installation of 700 linear feet of 24-inch diameter exfiltration trench with a nutrient separating baffle box at the end of the trench, the replacement of 950 linear feet of existing 18 and 24-inch diameter storm sewer with 30-inch diameter RCP storm sewer, and the replacement of 70 linear feet of existing 12-inch diameter storm sewer with 24-inch diameter RCP storm sewer.

City of Lake Worth
CTA Proposal No.
EXHIBIT B **LW 2020 Projects 1,3,5,6 & 8**

STAFF TIME ESTIMATE

Personnel	Hourly Rate	Hours per Task											Totals	
		Task 1.1	Task 2.1	Task 2.2	Task 3.1	Task 3.2	Task 4.1	Task 5.1 TBD	Task X	Task X	Task X	Task X	Hours	Cost
Administration														
Principal	$220.00												0	$0.00
Administrative Assistant	$65.00												0	$0.00
Sub Total													0	$0.00
Engineering														
Principal Engineer	$180.00				215	66	80						361	$64,980.00
Sr. Supervising Engineer	$160.00				365	100	200						665	$106,400.00
Senior Engineer	$120.00				435	120							555	$66,600.00
Project Engineer	$105.00				480	201	160						841	$88,305.00
Senior CADD Technician	$80.00				575	200	40						815	$65,200.00
													0	$0.00
Sub Total													3,237	$391,485.00
Construction														
Construction Manager	$114.00						645						645	$73,530.00
Senior Field Representative	$90.00						1500						1,500	$135,000.00
Sub Total													2,145	$208,530.00
Surveying														
Principal Surveyor	$145.00	70		20									90	$13,050.00
Professional Land Surveyor	$110.00	240											240	$26,400.00
Land Surveyor	$105.00												0	$0.00
Senior CADD Technician	$80.00	90											90	$7,200.00
Survey 2 Man Crew	$115.00	550		40									590	$67,850.00
Survey 3 Man Crew	$145.00	80											80	$11,600.00
Survey Crew - Laser Scan	$250.00												0	$0.00
Sub Total													1,090	$126,100.00
Landscape Arch./ Planning														
Principal LA Planner	$145.00												0	$0.00
Sr. Project LA Planner	$120.00												0	$0.00
Project LA Planner	$115.00												0	$0.00
Senior CADD Technician	$80.00												0	$0.00
													0	$0.00
Sub Total													0	$0
Cost per Task		$118,600.00	$0.00	$7,500.00	$245,700.00	$79,385.00	$274,930.00	$0.00	$0.00	$0.00	$0.00	$0.00		$726,115.00
Budget per Task		$118,600.00	$0.00	$7,500.00	$245,700.00	$79,385.00	$274,930.00	$0.00	$0.00	$0.00	$0.00	$0.00		$726,115.00
Subconsultants														
			$8,500.00	$7,500.00										
Subconsultants Sub Total		$0.00	$8,500.00	$7,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$16,000.00
Total		$118,600.00	$8,500.00	$15,000.00	$245,700.00	$79,385.00	$274,930.00	$0.00	$0.00	$0.00	$0.00	$0.00		
Direct Expenses														$0.00
Grand Total		$118,600.00	$8,500.00	$15,000.00	$245,700.00	$79,385.00	$274,930.00	$0.00	$0.00	$0.00	$0.00	$0.00		**$742,115.00**

EXHIBIT C

LW 2020 Master Plan - Year 1 (Projects 1, 3. 5, 6, & 8 Combined)

Preliminary Schedule

Activity Description	Original Duration	Remain Duration	Start	Finish	2014 Jan	Feb	March	April	May	June	July	August	Sept	Oct	Nov	Dec	2015 Jan	Nov	Dec
Engineering Contract Award	1	1	28-Jan-14	28-Jan-14	28-Jan-14														
Public Outreach Program	505	505	28-Jan-14	1-Dec-15	28-Jan-14														1-Dec-15
Design & Construction			28-Jan-14	1-Dec-15	28-Jan-14														1-Dec-15
Survey Field Work (2 Crews)	44	44	28-Jan-14	31-Mar-14	6-Jan-14		31-Mar-14												
Survey Office Work	35	35	24-Feb-14	14-Apr-14		24-Feb-14		14-Apr-14											
Percolation Tests	20	20	24-Feb-14	24-Mar-14		24-Feb-14	24-Mar-14												
Soil Borings	20	20	24-Feb-14	24-Mar-14		24-Feb-14	24-Mar-14												
ADA & Struct. Sidewalk Eval.	10	10	24-Mar-14	7-Apr-14			24-Mar-14	7-Apr-14											
30% Schematic Design	20	20	31-Mar-14	28-Apr-14			31-Mar-14	28-Apr-14											
30% Schem. Design Compl.	1	1	28-Apr-14	28-Apr-14				28-Apr-14											
30% City Review	5	5	28-Apr-14	5-May-14				28-Apr-14	5-May-14										
60% Design Development	20	20	5-May-14	2-Jun-14					5-May-14	2-Jun-14									
60% Design Complete	1	1	2-Jun-14	2-Jun-14						2-Jun-14									
60% Complete City Review	5	5	2-Jun-14	9-Jun-14						9-Jun-14									
Submit for Permits	1	1	30-Jun-14	30-Jun-14						30-Jun-14									
90% Final Design	25	25	9-Jun-14	14-Jul-14						9-Jun-14	14-Jul-14								
90% Final Design Complete	1	1	21-Jul-14	21-Jul-14							21-Jul-14								
90% Complete City Review	5	5	21-Jul-14	28-Jul-14							28-Jul-14								
Process Permits	60	60	30-Jun-14	22-Sep-14						30-Jun-14			22-Sep-14						
100% Complete Final Docs.	1	1	6-Oct-14	6-Oct-14										6-Oct-14					
Bid Date	1	1	13-Oct-14	13-Oct-14										13-Oct-14					
Bidding Process	20	20	13-Oct-14	10-Nov-14										13-Oct-14	10-Nov-14				
Contract Negotiations	10	10	10-Nov-14	24-Nov-14											24-Nov-14				
Construction Begins	1	1	24-Nov-14	24-Nov-14											24-Nov-14				
Construction Process	255	255	24-Nov-14	1-Dec-15											24-Nov-14			1-Dec-15	1-Dec-15
Substantial Completion	1	1	1-Nov-15	1-Nov-15														1-Nov-15	
Certification Process	20	20	1-Nov-15	1-Dec-15														1-Nov-15	1-Dec-15
Project Complete	1	1	1-Dec-15	1-Dec-15															1-Dec-15

AGREEMENT TO FURNISH PROFESSIONAL SERVICES TO THE

CITY OF LAKE WORTH

ROADWAY AND UTILITIES MASTER PLAN
YEAR 1 - ENGINEERING SERVICES

AGREEMENT TO FURNISH PROFESSIONAL SERVICES TO THE CITY OF LAKE WORTH

This Agreement made on the ____ day of _____, 2014, between the **City of Lake Worth**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460, hereinafter referred to as the "City" and **Craven, Thompson & Associates, Inc.**, a Florida corporation, whose principle business address is 3563 NW 53rd Street, Fort Lauderdale, FL 33309, hereinafter referred to as the "CONSULTANT".

WHEREAS, the City is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida; and

WHEREAS, the City issued Request for Proposal # 12-13-211 for Engineering Services for the Roadway and Utilities Master Plan Year 1 project (hereinafter the "RFP"); and

WHEREAS, the CONSULTANT submitted a proposal in response to the RFP; and

WHEREAS, the City desires to make a non-exclusive award to the CONSULTANT based on the RFP and the CONSULTANT's proposal to provide Engineering Services for the Roadway and Utilities Master Plan Year 1 project (hereinafter the "Project"); and

WHEREAS, the City finds awarding the RFP to the CONSULTANT as described herein serves a valid public purpose.

NOW THEREFORE, the City hereby engages the services of the CONSULTANT, and in consideration of the mutual promises herein contained, the sufficient of which is hereby acknowledged by both parties, the parties agree as follows:

ARTICLE 1 - SCOPE OF SERVICES

The CONSULTANT will provide the City with engineering services, which includes surveying, geotechnical engineering, design, permitting and bidding services, for the Project as specified and more fully described in the RFP and Exhibit "A", the Project's **Phase I Scope of Services** (dated January 10, 2014), both of which are attached hereto and incorporated herein (herein the "Phase I services").

The CONSULTANT will also provide the City with construction observation services for the Project as specified and more fully described in the RFP and Exhibit "A", the Project's **Phase II Scope of Services** (dated January 10, 2014) (herein the "Phase II services). However, commencement of the Phase II services is subject to City's appropriations and budgeting for the Project's actual construction costs and the City's issuance of a separate Notice to Proceed to the CONSULTANT for the Phase II services.

The Phase I and Phase II services shall be jointly referred to as the "services" herein as applicable.

The CONSULTANT will also provide grant application services as may be requested by the City. The CONSULTANT will provide a lump sum amount for any grant application services requested by the City. The City will issue a separate Notice to Proceed should it accept CONSULTANT's lump sum amount for the grant application services.

If applicable, the CONSULTANT shall cooperate and work with the City's selected Owner's Representative in the provision of all services. If there is any conflict between the RFP and Exhibit "A" regarding the CONSULTANT's services, Exhibit "A" will take precedence as the parties' negotiated agreement on the scope of services.

ARTICLE 2 - TERM OF AGREEMENT

A. Term: This Agreement shall become effective upon approval by the City Commission and execution by the Mayor. The Phase I services shall commence upon the issuance of a Notice to Proceed by the City. Unless earlier terminated as provided for herein, the initial term of this Agreement shall be for one (1) year from the date of commencement (the "Initial Term" hereinafter) with four additional one year renewal options. The City, through the City Manager, may exercise the renewal option(s) provided that the City has approved funding for said renewal option(s). Each fiscal year of this Agreement and any renewals will be subject to the availability of finds lawfully appropriated for its purpose by the State of Florida (if applicable) and the City.

B. Time for Completion: All services provided for herein shall be completed by the CONSULTANT as set forth in the project schedule in Exhibit "A", unless this Agreement is earlier terminated as stated herein.

ARTICLE 3 – COMPENSATION

A. Services: The City shall pay the CONSULTANT the lump sum not to exceed amounts provided in Exhibit "A". The CONSULTANT expressly acknowledges and agrees that the total cost to complete all services in Exhibit "A" is the lump sum not to exceed price subject to any changes as authorized herein, and no additional costs shall be authorized or paid by the City without prior written approval from City's governing body or the City Manager (depending on the City's required level of approval for such costs). In no case shall the CONSULTANT bill the City for any amount not stated in Exhibit "A" unless agreed to in writing by the City's governing body or the City Manager (depending on the City's required level of approval for such costs).

B. Reimbursable Expenses: The CONSULTANT's reimbursable, out-of-pocket expenses including, but not limited to, travel, per diem and other living expenses, are included in the lump sum not to exceed price stated in Exhibit "A" for each phase of services and the City shall not be responsible for payment of any such reimbursable,

out-of-pocket expenses except as provided for in Exhibit "A" unless authorized in writing by the City's governing body or the City Manager (depending on the City's required level of approval for such costs). Reimbursement for mileage shall only be for travel required outside of Palm Beach County. CONSULTANT shall not be reimbursed for travel within Palm Beach County and all travel shall be reimbursed pursuant to section 112.061, Florida Statutes.

C. Direct Project Expenses: Unless otherwise specifically stated herein, charges for printing, reproduction, use of computer-aided design equipment, field equipment, and any laboratory analysis performed by the CONSULTANT or its subconsultants, and the use of the CONSULTANT's and employee's automobiles is included in the lump sum not to exceed price stated in Exhibit "A" and the City shall not be responsible for payment of any other direct project expenses

D. Status Report: The CONSULTANT shall complete and submit a technical summary and budgetary status report with each invoice (format to be provided by City).

ARTICLE 4 - TERMS OF PAYMENT

A. Monthly Invoices: The CONSULTANT shall submit invoices once each month to the City for the services performed and the expenses and other charges accounted for under this Agreement during the preceding month. Separate invoices shall be submitted for each task as shown in Exhibit "A". Payment as prescribed in Article 3 for services rendered by the CONSULTANT during the previous billing period shall be processed in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.

B. Sales Tax: The CONSULTANT shall pay all applicable sales taxes; or the City shall provide to the CONSULTANT the tax exemption information, where and if appropriate.

C. Fiscal Non-funding: In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the CONSULTANT of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the City.

ARTICLE 5 - TERMS OF PERFORMANCE

A. Starting Work: The CONSULTANT will not begin any of the services until authorized in writing by a Notice to Proceed from the City.

B. Ownership of Documents: The drawings, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the CONSULTANT to the City shall become the property of the City upon delivery. The CONSULTANT may keep copies or samples thereof and shall have the right to use such drawings, specifications, calculations, supporting documents, or other

documents. The City accepts sole responsibility for the reuse of any such documents in a manner other than as initially intended, or for any use of incomplete documents unless prior written approval is obtained from the CONSULTANT.

C. Account Records: The CONSULTANT's accounting records, insofar as they pertain to invoicing the City or for disbursements made from the CONSULTANT's account for services under this Agreement, shall be open to City's inspection and audit at the CONSULTANT's office upon reasonable prior notice and during normal business hours. Backup documentation for out-of-pocket expenses exceeding Twenty-Five and 00/100 Dollars ($25.00) each shall be available at the CONSULTANT's office. These records will be retained by the CONSULTANT for five (5) years after the calendar year in which the services to which they pertain were rendered or the disbursements were made.

D. Force Majeure: Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The CONSULTANT or City may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the CONSULTANT or City shall resume its performance as soon as is reasonably possible.

Upon the CONSULTANT's request, the City shall consider the facts and extent of any failure to perform the services and, if the CONSULTANT'S failure to perform was without its or its subconsultants fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the City's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than seven (7) days before a notice of delay or claim therefore is made in writing to the City. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

E. Approval of Changes: The City, through the City Commission or the City Manager (as specifically identified herein) must approve in writing any changes in the scope of services which result in additional costs or expenses to the City, extension of the schedule or which would change the underlying purpose of the Project. Changes include, but are not limited to, issuing additional instructions, requesting additional work, direct omission of work previously ordered, or changes in time of performance.

F. Authorized Representative: Before starting work, the CONSULTANT shall designate an authorized representative acceptable to the City to represent and act for the CONSULTANT and shall inform the City in writing of the name and address of such representative together with a clear definition of the scope of their authority. The CONSULTANT shall keep the City informed of any subsequent changes in the foregoing. The authorized representative of the City shall be the City Manager or his designee.

G. Time of the Essence: Time is of the essence in the performance of this Agreement. The CONSULTANT shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the Project schedule, subject to delays in the schedule which are not the fault of CONSULTANT or its subconsultants.

H. Design/Construction Phase Services: Visits to construction sites and observations made by the CONSULTANT as part of construction phase services, if any, shall not relieve the construction contractor(s) of obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the construction contract documents, and shall not relieve the construction contractor(s) of full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto. Safety precautions administered by the CONSULTANT, if any, to protect the CONSULTANT's personnel shall meet those policies enacted by the City. Further, CONSULTANT shall endeavor to make reasonable efforts to guard the City against defects and deficiencies in the services of the construction contractor(s) and to help determine if the provisions of the construction contract documents are being fulfilled. This paragraph does not, however, release the CONSULTANT from any liability which might be attributable to its negligent acts, errors, or omissions, including but not limited to design, construction phase services, or other services as defined in this Agreement, of the CONSULTANT.

I. Personnel: The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The CONSULTANT shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind. The CONSULTANT shall comply with all applicable laws in the provision of services under this Agreement. The CONSULTANT agrees that it is fully responsible to the City for the acts and omissions of subconsultants and of persons either directly or indirectly employed by the CONSULTANT. Nothing contained herein shall create any contractual relationship between any subconsultant and the City. All of the CONSULTANT's personnel (and all subconsultants) while on City premises, will comply with all City requirements governing conduct, safety, and security. The City reserves the right to request replacement of any of CONSULTANT's personnel furnished by the CONSULTANT upon written notice by City to CONSULTANT of the cause for such replacement.

J. Conflict of Interest: The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statutes, Section 112.311. The CONSULTANT further represents that no person

having any such conflicting interest shall be employed for said performance. The CONSULTANT shall promptly notify the City's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the CONSULTANT. The City agrees to notify the CONSULTANT of its opinion within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the City shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the CONSULTANT under the terms of this Agreement.

K. Status as an Independent Contractor: The status of the CONSULTANT under this Agreement is that of an independent contractor. Nothing in this Agreement shall create or be construed as creating a partnership or joint venture between the City and the CONSULTANT. The CONSULTANT does not have the power or authority to bind the CITY in any promise, contract or representation other than as specifically provided for in this Agreement (if any).

L. News Releases / Publicity: The CONSULTANT shall not make any news releases, publicity releases, or advertisements relating to this Agreement or the tasks associated with the Project without prior written City approval.

M. Nondiscrimination: The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, CONSULTANT shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

ARTICLE 6 - CITY'S RESPONSIBILITIES

A. Service of Others: The City shall furnish to the CONSULTANT, if required for performance of the Consultant's services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land

use restrictions; and any other special data or consultations relating to the Project.

B. Examine Work of the Consultant: Within a reasonable time so as not to delay the services of the CONSULTANT, the City shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the CONSULTANT, obtain advice of an attorney, insurance counselor, or other consultants, as the City deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

ARTICLE 7 – SUSPENSION BY CITY FOR CONVENIENCE

The City may, at any time without cause, order CONSULTANT in writing to suspend, delay or interrupt its services in whole or in part for such period of time as City may determine for City's convenience. Such order shall be by written notice to the CONSULTANT providing at least ten (10) days advance notice unless such order is immediately necessary for the protection of the public health, safety or welfare or for the protection of property.

ARTICLE 8 –TERMINATION

A. Termination for Default by the City: If the City's authorized representative deems that the CONSULTANT is in default for failure to supply adequate personnel, or services of proper quality, or has failed in any other respect to satisfactorily perform the services specified in this Agreement, the City's authorized representative may give written notice to the CONSULTANT specifying the default(s) to be remedied within five (5) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONSULTANT does not remedy defaults within five (5) days or commence steps to remedy default to the reasonable satisfaction of the City's authorized representative, the City may do one or all of the following: secure such services from another consultant; withhold any money due or which may become due to the CONSULTANT for such services related to the claimed default(s); and/or, elect to immediately terminate this Agreement. No compensation shall be paid for de-mobilization, take-down, disengagement, wind-down, lost profits or other costs incurred due to termination of this Agreement for default.

B. Termination for Default by the Consultant: This Agreement may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the City in the event of a failure by the City to perform in accordance with the terms of this Agreement through no fault of the CONSULTANT; provided the City fails to cure same within that thirty (30) day period.

C. Termination Without Cause by City: Notwithstanding the foregoing, the City reserves the right and may elect to terminate this Agreement at any time. At such time, the CONSULTANT shall be compensated only for those services which have been performed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement, wind-down, lost profits or other costs incurred due to termination of this Agreement without cause.

D. Early Termination: If this Agreement is terminated before the expiration of the Initial Term or expiration of any renewal term by either party, the CONSULTANT shall:

1. Stop service on the date and to the extent specified.

2. Terminate and settle all orders and subcontracts relating to the performance of the terminated services.

3. Transfer all work in progress, completed work, and other materials related to the terminated services to the City in the format acceptable to City.

4. Continue and complete all parts of the services that have not been terminated.

ARTICLE 9 –INDEMNIFICATION AND INSURANCE

A. Indemnification: The CONSULTANT agrees to indemnify and hold harmless the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at all trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, its agents, officers, subconsultants, employees, or anyone else employed or utilized by the CONSULTANT in the performance of this Agreement. The CONSULTANT's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the CONSULTANT against the City and the CONSULTANT hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes, as amended. CONSULTANT expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.08, Florida Statutes, as amended. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

B. Insurance: The CONSULTANT shall not commence any services in connection with this Agreement until it has obtained all of the types of insurance required pursuant to the RFP and such insurance has been approved by the City. The City shall be named as an additional insured on all insurance except for Worker's Compensation Coverage and Professional Liability. The CONSULTANT shall require all subconsultants to obtain the same insurance as required herein (without the City named as an additional insured) and no subconsultant shall commence any services

under this Agreement until the CONSULTANT has obtained a copy of all subconsultant(s) proofs of insurance. The CONSULTANT shall provide the City with proof of all subconsultant's insurance upon request by the City. The CONSULTANT's insurer shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and be conducting business in the State of Florida. Insurers shall have at least a Policy Holders Rating of A-, and Financial Rating of Class IV as identified in the latest issue of "Bests Key Rating Guide" unless otherwise accepted by the City in writing. The CONSULTANT's insurance shall be considered primary and shall not be canceled or materially changed without at least thirty (30) days' notice to the City. The City's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions of this Agreement. The CONSULTANT shall procure and maintain all insurance listed above for the life of this Agreement. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City or by any of its representatives which indicate less coverage than required by this Agreement does not constitute a waiver of the CONSULTANT's obligations to fulfill the requirements of this Article.

In addition to the insurance requirements of the RFP, CONSULTANT shall provide the following: Commercial Automobile Liability, with minimum coverage of $1,000,000 per occurrence. Coverage shall include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

C. Loss Deductible: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of the CONSULTANT or its subconsultants.

D. Waiver of Subrogation: The City and the CONSULTANT waive all rights against each other for damages caused by perils covered by insurance provided under this Agreement to the extent covered by such insurance, except such rights as they may have to the proceeds of such insurance held by the City and the CONSULTANT as trustees. The CONSULTANT shall require similar waivers from all subconsultants. The City and the CONSULTANT waive all rights against each other for loss or damage to any equipment used in connection with performance under this Agreement and covered by any property insurance. The CONSULTANT shall require similar waivers from all subconsultants. If the insurance policies referred to in this article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owner of such policies will cause them to be so endorsed; failure to obtain endorsement nullifies the waiver of subrogation.

ARTICLE 10 - SUCCESSORS AND ASSIGNS

The City and CONSULTANT each binds themselves and their partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the

partners, successors, executors, administrators, and assignees of such other party in respect to all covenants of this Agreement. The CONSULTANT shall not assign, sublet, or transfer any interest in this Agreement without the prior written consent of the City, which the City may withhold in its sole and absolute discretion. Nothing herein shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the City, nor shall it be construed as giving any rights or benefits hereunder to any third party other than the City and CONSULTANT.

ARTICLE 11 - REMEDIES

A. Claims, Counter-Claims, Disputes, Etc.: Prior to the filing of any claim, proceeding or litigation related to the Agreement, all claims, counter-claims, disputes, and other matters in questions between the CONSULTANT and the City will be first reviewed by authorized representatives of both parties for a recommended solution. If no solution or resolution is forthcoming, either party may pursue its claim, proceeding or litigation.

B. Governing Law and Venue: This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submits itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court, in and for Palm Beach County, Florida for state actions, and the jurisdiction of the United States District Court for the Southern District of Florida, West Palm Beach Division for federal actions, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise in any suit, action or other proceeding, (i) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever, and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any party hereto is brought in an inconvenient forum, or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

ARTICLE 12 – NOTICE

A. Any notice required to be given under this Agreement shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service (return receipt requested) or other nationally recognized overnight courier service, such as Federal Express.

B. Unless otherwise notified in writing of a new address, all notices shall be made to each party at the below listed addresses. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

All notices to the CONSULTANT shall be sent to:

Craven, Thompson & Associates, Inc.

3563 NW 53rd Street
Fort Lauderdale, FL 33309

All notices to the City shall be sent to:

Office of the City Manager
c/o City of Lake Worth
7 North Dixie Highway
Lake Worth, FL 33460.

ARTICLE 13 – NO CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

ARTICLE 14 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Agreement by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The lump sum not to exceed price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the lump sum not to exceed price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

ARTICLE 15 – PUBLIC ENTITIES CRIMES

As provided in Sections 287.132 and 289.133, Florida Statutes, by entering into this Agreement or performing any service in furtherance thereof, the CONSULTANT certifies that it, its affiliates, suppliers, subconsultants and contractors who will perform under the terms and conditions of this Agreement have not been placed on the convicted vendor list maintained by the Florida Department of Management Services within the 36 months immediately preceding the date of this Agreement. This notice is required by Section 287.133, Florida Statutes.

ARTICLE 16 - NONEXCLUSIVE AGREEMENT

This Agreement is not intended to be and shall not be construed as an exclusive agreement, and the City may employ additional or other professional consulting firms to perform services contemplated by this Agreement without liability to the City.

ARTICLE 17 - MISCELLANEOUS

A. Validity, Severability and Reformation: The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and be governed by the laws of the State of Florida. Any provision or part of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

B. Headings: The headings of the sections of this Agreement and capitalizations are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

C. Entire Agreement and Conflicts: This Agreement, including the RFP and the exhibit hereto, constitutes the entire Agreement between the parties hereto and supersedes any prior negotiations, representations, Agreements, and understandings, either written or oral. This Agreement consists of the terms and conditions provided herein; the RFP (including all drawings, maps, specifications, exhibits and addenda attached thereto or referenced therein); and, Exhibit "A". To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail with Exhibit "A" taking precedence over the RFP as Exhibit "A" is the parties' negotiated agreement on the scope of services. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

D. Waiver: No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Agreement.

E. Waiver of Jury Trial: To encourage prompt and equitable resolution of any litigation, each party hereby waives its rights to a trial by jury in any litigation, claim or proceeding related to this Agreement.

F. Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

G. Preparation: This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

ARTICLE 18 - PALM BEACH COUNTY INSPECTOR GENERAL

In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

ARTICLE 19 - PUBLIC RECORDS

The CONSULTANT shall comply with Florida's Public Records Laws, and specifically agrees to:

A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

B. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

D. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the CONSULTANT upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

ARTICLE 20 - REPRESENTATIONS/BINDING AUTHORITY

CONSULTANT has full power, authority and legal right to execute and deliver this Agreement and perform all of its obligations under this Agreement. By signing this Agreement, CONSULTANT hereby represents to the City that it has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement to Furnish Professional Services on the day and date first above written:

CITY OF LAKE WORTH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

Approved as to form and legal sufficiency:

_____ For
Glen J. Torcivia, City Attorney

CONSULTANT: CRAVEN, THOMPSON & ASSOCIATES, INC.

By: _____

[Corporate Seal]

Print Name: Patrick J. Gibney, P.E.

Title: Vice President, Engineering

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 28th day of February, 2014 by Patrick J. Gibney, P.E., as Vice President, Engineering (title), of Craven Thompson & Associates, Inc., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

PATRICIA D. JOYCE
MY COMMISSION EXPIRES
March 23, 2014
#DD 942281
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Notary Public _____

Print Name: PATRICIA D. JOYCE
My commission expires: 3/23/2014

EXHIBIT "A"
SCOPE OF SERVICES INCLUDING PROJECT SCHEDULE
(DATED January 10, 2014)

February 24, 2014

Mr. Michael Bornstein, City Manager
City of Lake Worth
7 N. Dixie Highway
Lake Worth, Florida 33460

RE: CITY OF LAKE WORTH
LAKE WORTH MASTER PLAN (LW 2020) INFRASTRUCTURE IMPROVEMENTS - YEAR 1, PROJECTS - 1, 3, 5, 6, & 8
CTA PROPOSAL NO. 2013-U02.409

CRAVEN THOMPSON
& ASSOCIATES INC.
Engineers
Planners
Surveyors
Landscape Architects

Dear Mr. Bornstein,

The firm of Craven Thompson & Associates, Inc. (CTA) is pleased to provide you with the following proposal for professional services for the Lake Worth 2020 Master Plan - Year 1, Projects - 1, 3, 5, 6, & 8. For detailed descriptions of projects see Exhibit "A" attached. The work will consist of survey, roadway design, drainage design, watermain improvements, utility coordination, sidewalk evaluation and design, signage and striping improvements, permitting, and construction services for Year 1 improvements to the Lake Worth 2020 Master Plan. Due to the geographic clustering of Projects 1, 3, 5, 6, and 8 it would be most logical to design and permit the grouping as one overall plan set. The sheets will be set up to allow that each project would have separate plan & profile sheets with common details, notes, and cover sheets. Permitting would be done for the project as a whole. The specific scope is as follows:

I. SURVEYING SERVICES

1.1 Boundary and Topographic Survey (CTA Task No. 11020)
Prepare a boundary and topographic survey of the rights-of-way covering approximately 3.25 miles of roadway shown as Projects 1, 3, 5, 6, and 8, based on the limits shown on the attached Exhibit 'A'. The survey will meet all of the current surveying requirements of the Board of Professional Surveyors and Mappers of the State of Florida, as defined in Chapter 5J-17.050 - .052, Florida Administrative Code.

- The survey will include the recovery of sufficient existing boundary and/or right-of-way monumentation to determine the right-of-way lines needed in order to tie all visible improvements to.
- Locations of all aboveground and visible improvements, including all pavement, slabs, fences, signs, overhead wires, trees, and utility features, within the limits of the existing platted rights-of-way.

3563 N.W. 53rd Street
Fort Lauderdale, FL 33309-6311
(954)739-6400
Fax (954) 739-6409

- Rims, inverts and pipe sizes will be measured on all sanitary and drainage structures found within the project limits, if accessible and physically unobstructed, otherwise they will be noted on the drawing.
- Existing trees, three (3) inches in diameter and above, at four (4) feet aboveground, will be located and identified with diameter and common name.
- Elevations will be taken on an approximate at fifty (50) foot cross-sections, along all roadways and extend approximately 20-25 feet outside the right-of-way where accessible, permitted by the adjacent property owners, and can be done safely by the Survey crew in the field.
- Finish Floor elevations will be measured on all residential and commercial buildings along each route where accessible, permitted by the adjacent property owners, and can be done safely by Survey field crew in the field.
- Elevation datum to be decided by the City of Lake Worth and will be relative to either National Geodetic Vertical Datum of 1929 (NGVD29) or North American Vertical Datum of 1988 (NAVD88), and based on Palm Beach County, National Geodetic Survey (NGS) or Florida Department of Transportation (FDOT) benchmarks.
- The surveys will be in the projection: State Plane, Florida East Zone, NAD 83(90), US Survey feet.
- Three (3) benchmarks will be provided on, or immediately adjacent to, each for future construction.
- The preparation of the survey drawing will be in AutoCAD Civil 3D, Version 2012 or higher, drawing file format.
- The final deliverable will be provided in hard copy, signed and sealed surveys (24" x 36").

Lump Sum *$118,600.00*

II. <u>GEOTECHNICAL ENGINEERING</u> (to be provided by Tierra South Florida, Inc. and included in this proposal)

2.1 <u>Geotechnical Testing Services</u> (CTA Task No. 31006)
Geotechnical services to include soil borings, percolation tests for the roadway, trenches and drainage system design

Lump Sum *$8,500.00*

2.2 <u>Test Holes</u> (CTA Task No. 33160 & 33030)
Test holes exploration to determine location of existing underground utilities at potential utility crossings. This includes a maximum 30 test-hole locations and horizontal and vertical location of test hole.

Lump Sum *$15,000.00*

III. ENGINEERING SERVICES

3.0 Engineering Design (CTA Task No. 31025)

3.1 Roadway & Drainage

Prepare engineering design plans for 30%, 60%, 90% and 100% submittals for Projects 1, 3, 5, 6, and 8 of the Lake Worth 2020 Master Plan as described in attached Exhibit "A". The plans shall include existing conditions, roadway plan & profile, drainage, (as necessary), sidewalk, utility relocation, and pavement markings and signage plans. Prepare Cost Estimates for 30%, 60%, 90% and 100% submittals.

- Prepare Contract Documents for Bidding purposes including attendance at Pre-Bid Meeting, Bidding Assistance, Addendum preparation and Bid Review.
- Prepare and process permit applications and supporting documents through appropriate state and local agencies including:
  - Lake Worth Drainage District
  - South Florida Water Management District
  - City of Lake Worth
  - Florida Department of Environmental Protection

  Prepare for and attend coordination meetings and conference calls regarding the proposed project. This task shall include meetings with the City staff, the other consultant, local permitting agencies, and the public.

Lump Sum $245,700.00

3.2 Watermain

Prepare engineering design plans for 30%, 60%, 90% and 100% submittals for Projects 1, & 3 of the Lake Worth 2020 Master Plan as described in attached Exhibit "A". The plans shall include existing conditions, watermain and profile. Prepare Cost Estimates for 30%, 60%, 90% and 100% submittals.

- Prepare Contract Documents for Bidding purposes including attendance at Pre-Bid Meeting, Bidding Assistance, Addendum preparation and Bid Review.
- Prepare and process permit applications and supporting documents through appropriate state and local agencies including:
  - Palm Beach County Public Health Unit
  - Florida Department of Environmental Protection

Lump Sum..... $79,385.00

*For hourly breakdown of lump sum estimates see Exhibit "B" attached.

The project meetings shall include an initial meeting and presentation by CTA before the City Commission and subsequent monthly project status updates (during the design and permitting phase) to the City Commission by CTA staff.

As a part of this proposal, CTA will meet with the City of Lake Worth and the City's other consultants to determine and agree upon engineering standards to be used by all design consultants for Lake Worth 2020 Master Plan Infrastructure projects.

SURVEY, GEOTECHNICAL, DESIGN & PERMITTING TOTAL ... $467,185.00

IV. CONSTRUCTION OBSERVATION SERVICES LIMITED

4.1 Limited Construction Observation (CTA Task No. 31120)
Attend (and facilitate if so desired by the City) pre-construction meeting with the Contractor; review and approve shop drawings and answer RFI's as necessary. CTA will perform a limited number of site inspections for the City of Lake Worth. This does not include a full time inspector.

The City of Lake Worth will assist in necessary site inspections, review record drawings prepared by Contractor; attend final walkthrough with Contractor; prepare final punch list and follow up; and prepare Statement of Completion of construction documents. This task also assumes that all projects are constructed together at one time and total duration of construction does not exceed twelve (12) months.

Lump Sum..... ..... $274,930.00

CONSTRUCTION PHASE TOTAL $274,930.00

GRAND TOTAL (NOT INCLUDING REIMBURSABLES)..... $742,115.00

V. GRANT APPLICATION PREPARATION AND PROCESSING SERVICES

5.1 Grant Application Preparation and Processing
When requested by the City, CTA will prepare and process grant applications through various agencies. Prior to undertaking any application, CTA will provide the City with a lump sum proposal for that specific application and processing. Dependent upon the grant funding sought and the agency involved, the amount of initial information required for the application varies significantly.

Per Application..... To Be Determined

Deliverables shall include:

1. 30%, 60% & 90% Design Phase

   - One hard copy to City Staff.

2. Meeting will be required with City Staff within five (5) working days after each submittal. Meetings will discuss comments for each phase submittal.

3. 100% Final Submittals

   - Sets of plans signed and sealed.

     - Cover Sheet C-1
     - General Notes & Typical Sections ..... C-2 Through C-3
     - Special Sections ..... C-4 Through C-5
     - Summary of Quantities ..... C-6 Through C-8
     - Roadway Plan & Profiles ..... C-7 Through C-36
     - Special Intersection Profiles & Details ..... C-37 Through C-40
     - Cross Sections ..... C-41 Through C-58
     - Drainage Details ..... C-59 Through C-62
     - Special Details ..... C-63 Through C-65
     - Water Plans (Projects 1 & 3) ..... C-66 Through C-72
     - Water Details ..... C-73 Through C-74
     - Pavement Marking & Signage Plans ..... C-75 Through C-104
     - Pavement Marking & Signage Details ..... C-105 Through C-106

   - One hard copy: technical specs, geotechnical report, final cost estimate and drainage calculations.

     - Geotechnical Report prepared by sub-consultant, Tierra South Florida, Inc.
     - Technical Specifications including CSI Division 2.
     - Summary of Quantities to be incorporated into front end documents.
     - Final cost estimate.
     - Copies of permit applications including:
       - South Florida Water Management District
       - Palm Beach County Public Health Unit

   - One digital copy with technical specifications (editable version) that can be incorporated in our bid package, to include geotechnical report and drainage calculation.

   - One digital copy (editable version) of bid item list and construction estimate.

4. Grant Application Submittal Packages (Per Task V).

Project Schedule

See Schedule in Exhibit "C" attached.

Hourly Fee Schedule

Principal	$220.00/Hour
Senior Supervising Engineer	$160.00/Hour
Construction Manager/Senior Engineer	$120.00/Hour
Senior Field Representative	$90.00/Hour
CADD Technician	$80.00/Hour
Engineer	$105.00/Hour
Field Representative	$80.00/Hour
Drafting	$80.00/Hour
Principal Surveyor	$145.00/Hour
Professional Land Surveyor	$110.00/Hour
Survey Crew	$115.00/Hour
Survey Crew - GIS	$155.00/Hour
Clerical	$65.00/Hour

Acceptance

This proposal and fee schedules are based on acceptance within 30 days of the date of preparation. If not accepted by you within that time period, we reserve the right to re-evaluate the terms and conditions contained herein.

Should you have any questions regarding the above, please do not hesitate to call.

Sincerely,

CRAVEN THOMPSON & ASSOCIATES, INC.

PATRICK J. GIBNEY, P.E.
Vice President, Engineering

PJG/tg

CITY OF LAKE WORTH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST:

Approved as to form and
legal sufficiency:

_____
Pamela J. Lopez, City Clerk

_____
Glen J. Torcivia, City Attorney

City of Lake Worth
CTA Proposal No. 2013 - U02.409
EXHIBIT B **LW 2020 Projects 1,3,5,6 & 8**

February 20, 2014

STAFF TIME ESTIMATE

Personnel	Hourly Rate	Hours per Task											Totals	
		Task 1.1	Task 2.1	Task 2.2	Task 3.1	Task 3.2	Task 4.1	Task 5.1 TBD	Task X	Task X	Task X	Task X	Hours	Cost
Administration														
Principal	$220.00												0	$0.00
Administrative Assistant	$65.00												0	$0.00
Sub Total													0	$0.00
Engineering														
Principal Engineer	$180.00				215	66	80						361	$64,980.00
Sr. Supervising Engineer	$160.00				365	100	200						665	$106,400.00
Senior Engineer	$120.00				435	120							555	$66,600.00
Project Engineer	$105.00				480	201	160						841	$88,305.00
Senior CADD Technician	$80.00				575	200	40						815	$65,200.00
													0	$0.00
Sub Total													3,237	$391,485.00
Construction														
Construction Manager	$114.00						645						645	$73,530.00
Senior Field Representative	$90.00						1500						1,500	$135,000.00
Sub Total													2,145	$208,530.00
Surveying														
Principal Surveyor	$145.00	70		20									90	$13,050.00
Professional Land Surveyor	$110.00	240											240	$26,400.00
Land Surveyor	$105.00												0	$0.00
Senior CADD Technician	$80.00	90											90	$7,200.00
Survey 2 Man Crew	$115.00	550		40									590	$67,850.00
Survey 3 Man Crew	$145.00	80											80	$11,600.00
Survey Crew - Laser Scan	$250.00												0	$0.00
Sub Total													1,090	$126,100.00
Landscape Arch./ Planning														
Principal LA Planner	$145.00												0	$0.00
Sr. Project LA Planner	$120.00												0	$0.00
Project LA Planner	$115.00												0	$0.00
Senior CADD Technician	$80.00												0	$0.00
													0	$0.00
Sub Total													0	$0
Cost per Task		$118,600.00	$0.00	$7,500.00	$245,700.00	$79,385.00	$274,930.00	$0.00	$0.00	$0.00	$0.00	$0.00		$726,115.00
Budget per Task		$118,600.00	$0.00	$7,500.00	$245,700.00	$79,385.00	$274,930.00	$0.00	$0.00	$0.00	$0.00	$0.00		$726,115.00
Subconsultants														
			$8,500.00	$7,500.00										
Subconsultants Sub Total		$0.00	$8,500.00	$7,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$16,000.00
Total		$118,600.00	$8,500.00	$15,000.00	$245,700.00	$79,385.00	$274,930.00	$0.00	$0.00	$0.00	$0.00	$0.00		
Direct Expenses														$0.00
Grand Total		$118,600.00	$8,500.00	$15,000.00	$245,700.00	$79,385.00	$274,930.00	$0.00	$0.00	$0.00	$0.00	$0.00		**$742,115.00**

EXHIBIT C

LW 2020 Master Plan - Year 1 (Projects 1, 3. 5, 6, & 8 Combined)

February 20, 2014

Preliminary Schedule

					2014										2015			2016	
Activity Description	**Original Duration**	**Remain Duration**	**Start**	**Finish**	**March**	**April**	**May**	**June**	**July**	**August**	**Sept**	**Oct**	**Nov**	**Dec**	**Jan**	**Nov**	**Dec**	**Jan**	**Feb**
Engineering Contract Award	1	1	18-Mar-14	18-Mar-14	18-Mar-14														
Public Outreach Program	505	505	18-Mar-14	2-Feb-16	18-Mar-14														2-Feb-16
Design & Construction			18-Mar-14	2-Feb-16	18-Mar-14														2-Feb-16
Survey Field Work (2 Crews)	44	44	18-Mar-14	13-May-14	18-Mar-14		13-May-14												
Survey Office Work	40	40	1-Apr-14	27-May-14		1-Apr-14	27-May-14												
Percolation Tests	40	40	18-Mar-14	13-May-14	18-Mar-14		13-May-14												
Soil Borings	40	40	18-Mar-14	13-May-14	18-Mar-14		13-May-14												
ADA & Struct. Sidewalk Eval.	10	10	13-May-14	27-May-14			27-May-14												
30% Schematic Design	20	20	27-May-14	24-Jun-14			27-May-14	24-Jun-14											
30% Schem. Design Compl.	1	1	24-Jun-14	24-Jun-14				24-Jun-14											
30% City Review	5	5	24-Jun-14	1-Jul-14				24-Jun-14	1-Jul-14										
60% Design Development	25	25	1-Jul-14	5-Aug-14					1-Jul-14	5-Aug-14									
60% Design Complete	1	1	5-Aug-14	5-Aug-14						5-Aug-14									
60% Complete City Review	5	5	5-Aug-14	12-Aug-14						12-Aug-14									
Submit for Permits	1	1	26-Aug-14	26-Aug-14						26-Aug-14									
90% Final Design	25	25	12-Aug-14	16-Sep-14						12-Aug-14	16-Sep-14								
90% Final Design Complete	1	1	16-Sep-14	16-Sep-14							16-Sep-14								
90% Complete City Review	5	5	16-Sep-14	23-Sep-14							23-Sep-14								
Process Permits	60	60	26-Aug-14	18-Nov-14						26-Aug-14			18-Nov-14						
100% Complete Final Docs.	1	1	2-Dec-14	2-Dec-14										2-Dec-14					
Bid Date	1	1	9-Dec-14	9-Dec-14										9-Dec-14					
Bidding Process	20	20	9-Dec-14	6-Jan-15										9-Dec-14	6-Jan-15				
Contract Negotiations	10	10	6-Jan-15	20-Jan-15											20-Jan-15				
Construction Begins	1	1	20-Jan-15	20-Jan-15											20-Jan-15				
Construction Process	270	270	20-Jan-15	2-Feb-16											20-Jan-15				2-Feb-16
Substantial Completion	1	1	1-Jan-16	1-Jan-16														1-Jan-16	
Certification Process	20	20	1-Jan-16	2-Feb-16														1-Jan-16	2-Feb-16
Project Complete	1	1	1-Feb-16	2-Feb-16															2-Feb-16

CITY OF LAKE WORTH
FLORIDA

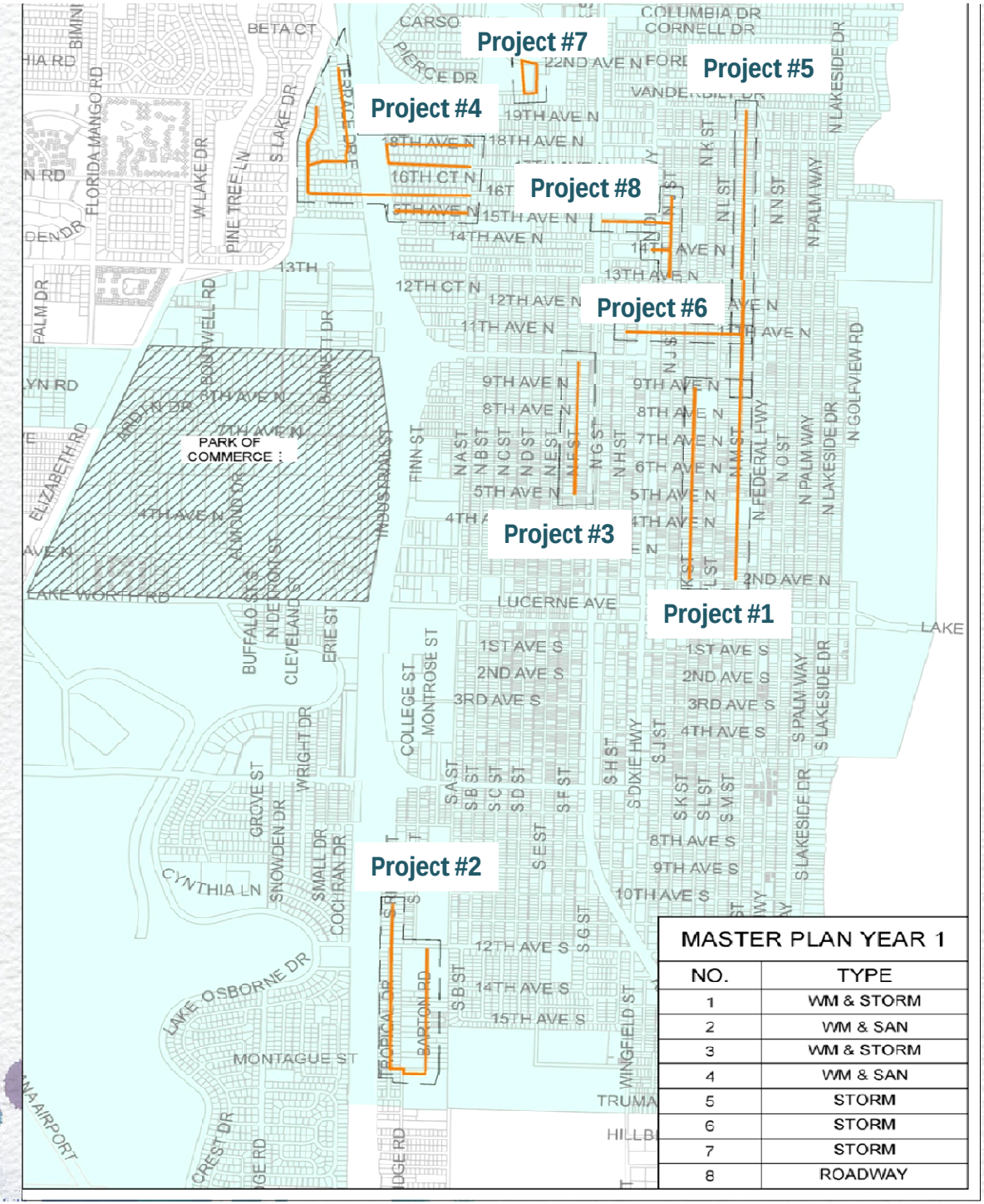
ROADWAY AND UTILITY MASTER PLAN PROJECTS
PROFESSIONAL SERVICES (ENGINEERING) AGREEMENTS

Each Engineering firm has a presentation showing their proposed key staff, scope, deliverables and schedule

1. URS Corporation Southern
2. Craven Thompson Associates (CTA)

City staff will monitor and review the design and permitting of the projects

- Monthly project meetings
- Review of drawings at 30%, 60% , 90% and 100%
- Control scope changes
- Monitor schedule
- Approve payment requests
- Report engineering status to commission monthly



MASTER PLAN YEAR 1	
NO.	TYPE
1	WM & STORM
2	WM & SAN
3	WM & STORM
4	WM & SAN
5	STORM
6	STORM
7	STORM
8	ROADWAY

CRAVEN THOMPSON & ASSOCIATES, INC. (CTA)

Key Personnel –

- Patrick Gibney, P.E., Project Manager –
  - Twenty six (26) years of experience
  - Project management experience in infrastructure rehabilitation projects for over twenty (20) years
- Douglas Taylor, P.E., Lead Civil Engineer –
  - Thirty (30) years of experience
  - Extensive experience in roadway and drainage projects, with additional expertise in utilities

CRAVEN THOMPSON & ASSOCIATES, INC. (CTA)

Key Personnel (Continued) –

- Richard Pryce, P.S.M., Lead Surveyor –
  - Forty two (42) years of experience
  - Managed route surveys and right-of-way surveys for hundreds of miles of roadways

- Don Shaver, Construction Services–
  - Thirty three (33) years of experience
  - Expertise in construction administration and management services for roadway, parks, marinas, water, sanitary, drainage and municipal facilities projects.

CRAVEN THOMPSON & ASSOCIATES, INC. (CTA)

CTA Scope –

– LW 2020 Master Plan Project #s 1, 3, 5, 6, & 8

- Boundary and Topographic Survey for rights-of-way
- Geotechnical borings, percolations tests, and subsurface locates
- Prepare roadway & drainage engineering design plans for 30%, 60%, 90%, and 100% submittals to City
- Prepare watermain engineering design plans for projects 1 and 3 for 30%, 60%, 90%, and 100% submittals to City

CRAVEN THOMPSON & ASSOCIATES, INC. (CTA)

CTA Scope (Continued)–

- LW 2020 Master Plan Project #s 1, 3, 5, 6, & 8
  - Prepare and process permit applications for:
    I. Lake Worth Drainage District
    II. Palm Beach Public Health Unit
    III. Florida Department of Environmental Protection
    IV. South Florida Water Management District
  - Provide part time construction observation for infrastructure improvements
  - Grant application preparation and processing on an as needed basis

CRAVEN THOMPSON & ASSOCIATES, INC. (CTA)

CTA Deliverables –

- LW 2020 Master Plan Project #s 1, 3, 5, 6, & 8
  - 30%, 60% , 90%, and 100% complete design submittals
  - Technical Specifications, CSI Division 2 Sitework
  - Geotechnical Report (from our sub-consultant Tierra South Florida, Inc.)
  - Summary of quantities and final cost estimate
  - Copies of all permit applications

CRAVEN THOMPSON & ASSOCIATES, INC. (CTA)

CTA Schedule –

- LW 2020 Master Plan Project #s 1, 3, 5, 6, & 8
  - Complete survey work – May 27, 2014
  - Complete 30% plans– June 24, 2014
  - Complete 60% plans– August 5, 2014
  - Complete 90% plans– September 23, 2014
  - Complete 100% plans, specifications, and permits – November 18, 2014

CITY OF LAKE WORTH

7 North Dixie Highway ·Lake Worth, Florida 33460 ·Phone: 561-586-1600· Fax: 561-586-1750

AGENDA DATE: March 18, 2014, Regular Meeting **DEPARTMENT:** Water/Sewer Utilities

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EXECUTIVE BRIEF

TITLE:
Contract with All Webbs Enterprises, Inc. for Rehabilitation of Surficial Aquifer Well 9R located on Alpine Avenue

SUMMARY:
The Contract provides for removal of Well 9R's screen and riser casing, re-drilling the screened interval, and reinstallation of the well screen, riser casing and gravel pack at a cost not to exceed $165,899.

BACKGROUND AND JUSTIFICATION:
Surficial Aquifer Well 9R was constructed in 2005, began producing sand in 2011 and was taken out of service in 2012. In April of that year, Mock Roos & Associates and JLA Geosciences, Inc. were retained to provide engineering and hydrogeologic services and recommend a rehabilitation procedure. The procedure included installation of a gravel pack to a depth of 80 ft, along with airlift and jetting well development. This work involved removal of the well screen, riser casing and gravel pack.

Under a continuing services contract, Aquifer Maintenance & Performance Systems, Inc. (AMPS Inc.) was retained in January 2013 to perform the recommended well rehabilitation. In August of 2013, after 8 months of unsuccessful attempts to remove the well casing and screen, AMPS, Inc. was directed to cease working on the Well 9R repairs.

The City of Lake Worth Utilities Department solicited bids from other contractors for the Well 9R repair work, under Bid IFB-UT-WT-13-14-100. Due to the complexity of this project, only two bids were received. The lowest bid for the sum of $165,899 was from All Webbs Enterprises, Inc. Mock Roos & Associates are recommending award of the Bid to All Webbs, Inc, whose previous work include the drilling of the three Floridian Aquifer wells for the Reverse Osmosis Water Treatment Plant.

MOTION:
I move to approve/not approve a contract with All Webbs Enterprises, Inc.

Attachments
1) Fiscal Analysis
2) Contract
3) Bid Tabulation

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	165,899	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-Kind Match	0	0	0	0	0
Net Fiscal Impact	165,899	0	$0	$0	$0

No. of Additional Full-Time Employees	0	0	0	0	0

B. Recommended Source of Funds/Summary of Fiscal Impact

The funds have been identified in the FY2014 Water Treatment Operating budget from account 402-7021-533.46-46.

Utilities/Water Production							
Account Number	Account Description	Project #	FY 2014 Proposed Budget	Amended Budget	Current Balance	Agenda Item Expenditures	Remaining Balance
402-7021-533.46-46	Wells	N/A	$356,860	N/A	$326,860	-$165,899	$160,961

C. Fiscal Review:

Larry Johnson – Director
Monica Morandi –Engineer
Clyde Johnson - Finance

PROJECT MANUAL

Rehabilitation of Surficial Aquifer Well No. 9R
for
City of Lake Worth, FL

Lake Worth Solicitation No. IFB-UT-WT-13-14-100

September 2013

Prepared by:

Mock, Roos & Associates, Inc.
Engineers-Surveyors-Planners
5720 Corporate Way
West Palm Beach, Florida

Engineer's Project
No. B2013.00

PROJECT: Rehabilitation of Surficial Aquifer Well No. 9R
For City of Lake Worth, FL
Lake Worth Solicitation No. IFB-UT-WT

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PROJECT: Rehabilitation of Surficial Aquifer Well No. 9R
For City of Lake Worth, FL
Lake Worth Solicitation No. IFB-UT-WT-13-14-100

Date: October 3, 2013

00020
INVITATION TO BID

Sealed bids, in duplicate, will be received by City of Lake Worth Procurement Office, City Hall, 2nd Floor, 7 North Dixie Highway, Lake Worth, Florida 33460 for the subject Project until 2:00 p.m. local time, November 7, 2013, then opened publicly at that time.

The OWNER for the Project is City of Lake Worth, Florida.

The Contract Documents will be open to inspection at Mock, Roos & Associates, Inc., 5720 Corporate Way, West Palm Beach, Florida 33407.

Contract Documents may be purchased from Mock, Roos & Associates, Inc. at the following prices, which are non-refundable:

Project Manual: $23.58 plus $1.42 sales tax = $25.00

Packaging & Mailing Charges/Set: $ 15.00 (when delivered by UPS)

This Contract is a unit price contract.

Bids must be accompanied by a Bid Security in the form of a certified or bank check made payable to the Owner, or a Bid Bond. The amount of the security shall not be less than five (5) percent of the Bidder's total price indicated in Bid Form.

No Bid may be withdrawn for a period of 120 days after the scheduled closing date for the receipt of bids except as otherwise provided in Article 13 of the Instructions to Bidders.

The successful Bidder, who is awarded the Contract, shall be required to furnish a 100% Construction Performance Bond and a 100% Construction Payment Bond.

The OWNER reserves the right to reject any or all Bids, to waive informalities, and to re-advertise.

/s/ Larry Johnson, Water/Sewer Utilities Director

Publish: Palm Beach Post – October 6, 2013

00100
INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS.

Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract (EDCJC No. 1910-8, 1983 Edition) have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to Owner, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

2. COPIES OF BIDDING DOCUMENTS.

2.1. Complete sets of the Bidding Documents in the number and for the cost, if any, stated in the Advertisement or Invitation to Bid may be obtained from Engineer (unless another issuing office is designated in the Advertisement or Invitation to Bid).

2.2. Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3. Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS.

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days of Owner's request, written evidence such as financial data, previous experience, present commitments and other such data as may be reasonably specifically requested by Owner or otherwise required in Contract Documents. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE.

4.1. It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work, (c) consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Engineer of all conflicts, errors or discrepancies in the Contract Documents.

4.2. Reference is made to Division 1: General Requirements of the Specifications for the identification of:

4.2.1. those reports of explorations and tests of subsurface conditions at the site which have been utilized by Engineer in preparation of the Contract Documents.

4.2.2. those drawings of physical conditions in or relating to existing surface and subsurface conditions (except Underground Facilities) which are at or contiguous to the site which have been utilized by Engineer in preparation of the Contract Documents.

4.2.3. Copies of such reports and drawings (referred to above), if not attached to the Specifications or added on the Drawings, will be made available by Owner to any Bidder on request. Those reports and drawings are not a part of the Contract Documents. Bidder may not rely upon the accuracy of the non-technical data, interpretations or opinions contained in those reports and drawings. Bidder may

not rely on the completeness of those reports and drawings for the purposes of bidding or construction. Bidder may rely on any technical data contained in those reports and drawings specifically referenced in Division 1: General Requirements as technical data that can be relied on.

4.3. Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities or others, and Owner does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

4.4. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, Underground Facilities and other physical conditions, and possible changes in Contract Documents due to differing conditions appear in Paragraphs 4.2 and 4.3 of the General Conditions.

4.5. Before submitting a Bid, each Bidder will, at Bidder's own expense, be responsible to make or obtain such examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

4.6. On request in advance, Owner will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.

4.7. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.

4.8. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5. INTERPRETATIONS AND ADDENDA.

5.1. All questions about the meaning or intent of the Contract Documents are to be directed to Engineer (unless another issuing office is designated in the Advertisement or Invitation to Bid). Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by issuing office as having received the Bidding Documents. Questions received less than five days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5.2. Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer.

6. BID SECURITY.

6.1. Each Bid must be accompanied by Bid security made payable to Owner in an amount of five percent of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond issued by a surety meeting the requirements of Paragraph 5.1 of the General Conditions.

6.2. The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of the Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the Effective Date of the Agreement or the ___90__ day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven days after the Bid opening.

7. CONTRACT TIME.

The numbers of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the Contract Time) are set forth in the Bid Form and the Agreement. If Contract Times are left blank in the Bid Form, the time for Substantial Completion and final completion are to be set forth by Bidder in the Bid and will be included in the Agreement. The times will be taken into consideration by Owner during the evaluation of Bids, and it will be necessary for the Successful Bidder to satisfy Owner of Bidder's ability to achieve Substantial Completion and final completion within the times designated in the Bid.

8. LIQUIDATED DAMAGES.

Provisions for liquidated damages, if any, are set forth in the Agreement.

9. SUBSTITUTE OR "OR-EQUAL" ITEMS.

The contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submission of any such application by Contractor and consideration by Engineer is set forth in Paragraphs 6.7.1, 6.7.2 and 6.7.3 of the General Conditions and may be supplemented in Division 1: General Requirements.

10. SUBCONTRACTORS, SUPPLIERS AND OTHERS.

10.1. If the Bid Form or Specifications require (or if Owner requests after Bids are received) the identity of certain Subcontractors, Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner in advance of the specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within seven days after the Bid opening (or seven days after request by Owner) submit to Owner a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person or organization if requested by Owner. Subcontractors shall be required to meet Contractor's liability insurance requirements as established by the General and Supplementary Conditions or be listed as an additional insured on the apparent successful Bidder's policy. If Owner or Engineer after due investigation has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, either may before the Notice of Award is given request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. If apparent Successful Bidder declines to make any such substitution, Owner may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers and other persons and

organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder. Any Subcontractor, Supplier, other person or organization listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.8.2 of the General Conditions.

10.2. No Contractor shall be required to employ any Subcontractor, Supplier, other person or organization against whom Contractor has reasonable objection.

11. BID FORM.

11.1. The Bid Form is included with the Bidding Documents; additional copies may be obtained from Engineer (or the issuing office).

11.2. All blanks on the Bid Form must be completed in ink or by typewriter.

11.3. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

11.4. Bids by partnerships must be executed in the partnership name and signed by a general partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

11.5. All names must be typed or printed below the signature.

11.6. The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

11.7. The address and telephone number for communications regarding the Bid must be shown.

12. SUBMISSION OF BIDS.

Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of the Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED FOR __(insert project name)__ TO BE OPENED __(insert date and time as indicated in the Invitation to Bid or subsequent addenda)_____ " on the face of it.

13. MODIFICATION AND WITHDRAWAL OF BIDS.

13.1. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

13.2. If, within twenty-four hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

14. OPENING OF BIDS.

Bids will be opened (publicly or privately) as indicated in the Invitation to Bid.

14.1. When Bids are opened publicly they will be read aloud, and the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids.

14.2. When Bids are opened privately, an abstract of the same information (will or will not) be made available to Bidders within seven days after the date of Bid opening.

15. BIDS TO REMAIN SUBJECT TO ACCEPTANCE.

All bids will remain subject to acceptance for _____120_ days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date.

16. AWARD OF CONTRACT.

16.1. Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make and award to the Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

16.2. In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

16.3. Owner may consider the qualifications and experience of Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions (or as requested by Owner after the Bids are received). Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

16.4. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

16.5. If the contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.

16.6. If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within ___120_ days after the day of the Bid opening.

16.7. When Bidder is permitted to designate the Contract Time, Bid prices will be compared after adjusting for differences in the time designated in the Bid for Substantial Completion.

17. CONTRACT SECURITY.

Paragraph 5.1 of the General Conditions and the Supplementary Conditions set forth Owner's requirements as to performance and payment Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by the required performance and payment Bonds.

18. SIGNING OF AGREEMENT.

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within ____15__ days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds.

END OF SECTION

BID FORM MUST BE SUBMITTED IN DUPLICATE

BIDDER: All Weldos Enterprises, Inc

PROJECT: Rehabilitation of Surficial Aquifer Well No. 9R
For City of Lake Worth, FL
Lake Worth Solicitation No. IFB-UT-WT

DATE: 11/7/2013
(Bid Submitted on)

00300
BID FORM

THIS BID IS SUBMITTED TO:

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of OWNER's Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

(a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date Number

(b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

(c) BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Division 1: General Requirements as provided in paragraph 4.2 of the General Conditions, and accepts the determination set forth in Division 1: General Conditions of the extent of the technical data contained in such reports and drawings upon which BIDDER is entitled to rely.

(d) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.

(e) BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.

(f) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

(g) BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.

(h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

4. BIDDER agrees to perform all the Work described in Contract Documents, subject to adjustments as provided therein, for the Prices BIDDER provides on the Unit Price Schedule (Page 00300–5):

5. BIDDER declares it understands that the unit quantities shown on the Bid Form Unit Price Schedule are approximate only and not guaranteed and are subject to either increase or decrease; and that should the quantities of any of the items of Work be increased, the BIDDER agrees to do the additional Work at the unit prices set out herein, and should the quantities be decreased, BIDDER also understands that final payment shall be made on actual quantities completed at the unit prices, and shall make no claims for anticipated profits for any decrease in the quantities.

6. The BIDDER further declares it understands the OWNER may elect to construct only a portion of the Work covered by these Documents and BIDDER agrees to perform that portion of the Work for which BIDDER is awarded a Contract at the unit prices quoted herein.

7. BIDDER agrees that the Work:

will be substantially complete within _____60_ calendar days after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment within _____90_ calendar days after the date when the Contract Time commences to run.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

8. The following documents are attached to and made a condition of this Bid:

(a) Required Bid Security in the form of Bid Bond.

(b) Unit Price Schedule on Page(s) 00300-5.

(c) Trench Safety Affidavit on Page(s) 00300-6.

(d) Schedule of Subcontractors (Page(s) 00300-7)

(e) Schedule of Suppliers, Equipment and Materials (Page(s) 00300-8)

(f) Sworn Statements Under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes on Page(s) 00300-9 and 00300-10.

(g) (List other documents as pertinent): Certification of Drug Free Workplace Program (Page 00300-11).

9. Communications concerning this Bid shall be telephoned or addressed to:

The phone number and address of BIDDER indicated below.

10. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

11. BIDDER's Florida Contractor's License No. CGC035886 and Water Well Drilling #2040

12. BIDDER covenants that it is qualified to do business in the State of Florida and has attached evidence of BIDDER's qualification to do business in the State of Florida, or if not attached, BIDDER covenants to obtain such evidence within five days of request by OWNER to provide evidence.

If BIDDER is:

An Individual

By _____ (SEAL)
(Individual's Name)

_____
(Signature)

doing business as _____

Business address: _____

_____

Phone No. : _____

A Partnership

By _____ (SEAL)
(Firm Name)

_____
(General Partner) (Signature)

Business address: _____

_____

Phone No. : _____

A Corporation

By All Webbs Enterprises, Inc. (SEAL)
(Corporation Name)

Florida
(State of Incorporation)

By David W. Webb
(Name of Person Authorized to Sign)

Vice President
(Title)

(Signature)

(Corporate Seal)

Attest Debbrah Webb
(Secretary)

Debbrah Webb Sec
(Signature)

Business address: 309 Commerce Way
Jupiter, FL. 33458

Phone No. : 561-746-2079

Rehabilitation of Surficial Aquifer Well No. 9R
Schedule of Values

Item Description	Qty	Unit	Unit Price	Amount
1. Bonds and Insurance	1	LS		$8,000.00
2. Mobilization/Demobilization/General Conditions	1	LS		$22,000.00
3. General Allowance	1	LS		$10,000.00
4. Remove and Reinstall Wellhead and Pump Discharge Apparatus	1	LS		$20,000.00
5. Conduct Video Logging	3	EA	$3500	$10,500.00
6. Remove existing 12-inch diameter well screen, 12-inch and 14-inch diameter riser casing string	1	LS		$18,000.00
7. Clean out the nominal 17-inch diameter existing borehole to the total well depth of 253 feet using the mud rotary method	1	LS		$20,000.00
8. Install well screen and riser casing (salvaged and/or new) to a total depth of 253 feet	1	LS		$7,000.00
9. Furnish and install gravel pack	110	CF	$30.00	$3,300.00
10. Airlift Development	20	HR	$300.00	$6,000.00
11. Jetting with simultaneous Airlift Development	20	HR	$300.00	$6,000.00
12. Pump Development	30	HR	$300.00	$9,000.00
13. Conduct Step Rate Test	6	HR	$300.00	$1,800.00
14. Reverse Air Removal of fill from well screen	4	HR	$600.00	$2,400.00
15. Well Disinfection	1	LS		$5,500.00
16. Site Restoration	1	LS		$8,000.00
Items 1 through 16 Subtotal				$157,500.00

If the Owner determines that the existing well screen and/or riser vasing unsavlageable, provide new well screen and/or riser casing as follows:

17. Furnish new 12-inch diameter, type 304 stainless steel, 0.080-inch slot size, continuous slot screen from 191 to 253 feet	62	FT	$100.00	$6,200.00
18. Furnish new 12-inch diameter schedule 40 PVC riser casing from 120 to 191 feet	71	FT	$9.00	$639.00
19. Furnish new 14-inch diameter schedule 40 PVC riser casing to 120 feet	120	FT	$13.00	$1,560.00
Items 17 thorugh 19 Subtotal				$8,399.00
Total Bid Amount Items 1 through 19 (In numbers)				$165,899.00

Total Bid Amount in Words one hundred Sixty five thousand eight hundred ninety nine dollars

PROJECT NO: B2013.00

TRENCH SAFETY AFFIDAVIT

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

All Webbs Enterprises, Inc. (NAME OF CONTRACTOR) hereby provides written assurance that compliance with applicable Trench Safety Standards identified in the Occupational Safety & Health Administration's Excavation Safety Standards, (OSHA) 29 C.F.R.S. 1926.650 Subpart P will be adhered to during trench excavation in accordance with Florida Statutes 553.60 through 553.64 inclusive (1990), "Trench Safety Act".

The undersigned acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida "Trench Safety Act" as summarized below: (Attach additional sheets as necessary)

Schedule Item	Trench Safety Measure (Slope, Trench Shield, etc.	Cost
TBD	Trenching	$TBD
		$
		$
		$
		$
		$
		$
	Total	$

(Signature) 11-7-13 (date)

STATE OF Florida

COUNTY OF Palm Beach

Subscribed and Sworn to (or affirmed) before me on November 7, 2013 (date) by David Webb (name). He/she is personally known to me or has presented _____ (type of identification) as identification.

Notary Public Signature and Seal

Phoebe Rosenthal #EE217274
Print Notary Name and Commission No.

PHOEBE ROSENTHAL
Notary Public - State of Florida
My Comm. Expires Jul 17, 2016
Commission # EE 217274
Bonded Through National Notary Assn.

SCHEDULE OF SUBCONTRACTORS

List Proposed Subcontractors	Category of Work

SCHEDULE OF EQUIPMENT AND MATERIALS

Description	Manufacturer	Model
Equipment	See Attached List	
Well Screens	Johnson	
PVC Casing	Sanderson	

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Lake Worth
[print name of the public entity]

by David Webb – Vice President
[print individual's name and title]

for All Webbs Enterprises, INC.
[print name of entity submitting sworn statement]

whose business address is 309 Commerce Way, Jupiter, FL. 33458

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2418724

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of a public entity crime; or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

✓ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
[signature]

11-7-13
[date]

STATE OF Florida

COUNTY OF Palm Beach

Subscribed and Sworn to (or affirmed) before me on November 7th, 2013 by
[date]
David Webb. He/she is personally known to me or has presented
[name]
_____ as identification.
[type of identification]

_____
[Notary's Signature and Seal]

Phoebe Rosenthal #EE217274
Print Notary Name and Commission No.

Form PUR 7068 (Rev. 04/10/91)
M/R 03/06/92

PHOEBE ROSENTHAL
Notary Public - State of Florida
My Comm. Expires Jul 17, 2016
Commission # EE 217274
Bonded Through National Notary Assn.

CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM

I certify the firm of All Weldas Enterprises, INC. maintains a drug-free workplace program, and that the following conditions are met:

1. We publish a statement notifying employees that the unlawful manufacturer, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying that actions will be taken against employees for violations of such prohibitions.

2. We inform employees about the dangers of drug abuse in the workplace, the company's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. We give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection one (1).

4. In the statement specified subsection one (1) we notify the employee that; a condition of working in the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty nolo contendere to any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. We impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. We make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Contractor's Signature

00500
AGREEMENT

THIS AGREEMENT is dated and will be effective on the _____ day of _____ in the year 20__, by and between the City of Lake Worth (hereinafter called OWNER) and All Webbs Enterprises, Inc. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Rehabilitation of Surficial Aquifer Well No. 9R.

ARTICLE 2. ENGINEER

The Project has been designed by Mock, Roos & Associates, Inc., 5720 Corporate Way, West Palm Beach, FL 33407,who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

3.1. The Work will be substantially completed within 60 days from the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions and shall be finally complete and ready for final payment in accordance with paragraph 14.13 of the General Conditions within 90 days from the date when the Contract Time commences to run.

3.2 All time limits for Milestones, if any, Substantial Completion and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.3. **LIQUIDATED DAMAGES. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Five Hundred and 00/100 dollars ($ 500.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER Five Hundred and 00/100 dollars ($500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.**

ARTICLE 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents, subject to adjustment as provided therein, in current funds as follows:

4.1 An amount equal to the sum of the established unit price for each separately identified item on the Unit Price Schedule times the estimated quantity of that item:

TOTAL OF ALL UNIT PRICES One Hundred Sixty Five Thousand, Eight Hundred Ninety-Nine Dollars and 00/100 ($165,899.00)
(use words) (figures)

which is based on the unit price(s) in the Bid Form Unit Price Schedule for Unit Bid Items numbered 1 to 19.

ARTICLE 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1. PROGRESS PAYMENTS. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 10th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in paragraph 2.9 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in Division 1: General Requirements.

5.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions, less liquidated damages, if any.

90% of Work completed.
90% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.2 of the General Conditions).
95% of the work complete after the Contractor has completed over 50% of the Work.

5.1.2 Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 98% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions, less liquidated damages, if any.

5.2. FINAL PAYMENT. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, and settlement of all claims, including liquidated damages, if any, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13.

ARTICLE 6. (This Article left blank intentionally)

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to include OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

7.2. CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Division 1: General Requirements as provided in paragraph 4.2 of the General Conditions, and accepts the determination set forth in Division 1: General Requirements of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely, if any.

7.3. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies, if any, (in addition to or to supplement those referred to in paragraph 7.2 above) which pertain to the subsurface of physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

7.4. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents, if any, with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.

7.5. CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.6. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

7.7 CONTRACTOR acknowledges that the Contract Documents are generally sufficient to indicate and convey an adequate understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1. This Agreement consisting of 7 pages.

8.2. Exhibits to this Agreement identified as: Contractor's Corporate Resolution; Contractor's Certificate of Insurance; _____ inclusive.

8.3. Performance Bond and Payment Bond consisting of 4 pages (plus Power of Attorney Forms as applicable).

8.4. Notice of Award and Notice to Proceed.

8.5. General Conditions consisting of 33 pages.

8.6. Supplementary Conditions consisting of 7 pages.

8.7. Bid documents as listed in the table of contents of the Project Manual.

8.8. Specifications consisting of 46__ pages.

8.9. Drawings not attached hereto but are listed in Section 00860 List of Drawings.

8.10. Addenda numbers _____ to _____, inclusive.

8.11. CONTRACTOR's Bid consisting of 11___ pages.

8.12. Documentation submitted by CONTRACTOR prior to Notice of Award.

8.13. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.4 and 3.5 of the General Conditions.

8.14. The documents listed under Article 8 above are attached to this Agreement (except as expressly noted otherwise above).

8.15. Notice of Compliance with Chapter 556, Florida Statutes, consisting of 1 page.

8.16. Any other document attached hereto or incorporated herein.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.4 and 3.5 of the General Conditions.

ARTICLE 9. MISCELLANEOUS.

9.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extend that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

9.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replaced such stricken provision or part thereof with a valid and enforceable provisions that comes as close as possible to expressing the intention of the stricken provision.

9.5 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform Work as a Contractor, Supplier, Subcontractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

9.6 In accordance with Palm Beach County ordinance number 2011-009, the Contract Documents may be subject to investigation and/or audit by the Palm Beach County Inspector General. Contractor should review such ordinance in order to be aware of its rights and/or obligations under such ordinance and as applicable.

9.7 Failure of either party to enforce or exercise any right(s) under the Contract Documents shall not be deemed a waiver of either party's right to enforce said right(s) at any time thereafter.

9.8 TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THE CONTRACT DOCUMENTS.

9.9 The Contractor is, and shall be, in the performance of all Work under the Contract Documents, an Independent Contractor, and not an employee, agent, or servant of the Owner. All persons engaged in any of the Work performed pursuant to the Contract Documents shall at all times and in all places be subject to the Contractor's sole direction, supervision and control.

9.10 The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Work for at least five (5) years after final payment is made. The Owner shall have access to such books, records, and documents as required for the

purpose of inspection or audit during normal business hours at the Contractor's place of business. Under no circumstances will Contractor be required to disclose any confidential or proprietary information regarding its products and service costs.

9.11 The Contract Documents shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

9.12 Contractor shall comply with Florida's Public Records Laws, and specifically agrees to:

a) Keep and maintain public records that ordinarily and necessarily would be required by the Owner in order to perform the service.

b) Provide the public with access to public records on the same terms and conditions that the Owner would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

d) Meet all requirements for retaining public records and transfer, at no cost, to the Owner all public records in possession of the Contractor upon termination of the Contract Documents and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Owner in a format that is compatible with the information technology systems of the Owner.

ARTICLE 10. INDEMNIFICATION.

10.1. Contractor shall indemnify and hold harmless Owner and Engineer and their respective officers, and employees for liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract.

10.2. It is the specific intent of the parties hereto that the foregoing indemnification complies with section 725.06, Florida Statutes. It is further the specific intent and agreement of the parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.

10.3 Nothing in the Contract Documents shall be construed or interpreted as consent by the OWNER to be sued, nor as a waiver of sovereign immunity beyond the waiver or limits provided in section 768.28, Florida Statutes.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, OWNER AND CONTRACTOR have signed this Agreement in four parts. Two counterparts have been delivered to OWNER, and one counterpart each to CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

CITY OF LAKE WORTH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST

_____
Pamela J. Lopez, City Clerk

Approved as to form and legal sufficiency:

_____ FOR
Glen J. Torcivia, City Attorney

CONTRACTOR: All Webbs Enterprises, INC.

By: _____ (pm)

Print Name: David W. Webb

Title: President

[Corporate Seal]

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 7th day of Jun, 2014 by David W. Webb, as President of All Webbs Enterprises, Inc., a Florida corporation, and who is personally known to me or who has produced the following _____ as identification.

Notary Public: _____

PHOEBE ROSENTHAL
Notary Public - State of Florida
My Comm. Expires Jul 17, 2016
Commission # EE 217274
Bonded Through National Notary Assn.

PROJECT: Rehabilitation of Surficial Aquifer Well No. 9R
For City of Lake Worth, FL
Lake Worth Solicitation No. IFB-UT-WT-13-14-100

00501
OPINION OF ATTORNEY

This is to certify that I have examined the attached Contract Documents, that after such examination I am of the opinion that the execution of the Agreement, the Performance Bond and Payment Bond are in due and proper form.

FOR

Attorney for Owner

This the 26th day of Feb., 2014.

Bond No. 2522138

00610

Construction Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

All Webbs Enterprises, Inc.
309 Commerce Way
Jupiter, Florida 33458

SURETY (Name and Principal Place of Business):

Great American Insurance Company
301 E. Fourth Street
Cincinnati, Ohio 45202

OWNER (Name and Address):

City of Lake Worth, Florida
City Hall, 2nd Floor
7 North Dixie Highway
Lake Worth, Florida 33460

CONSTRUCTION CONTRACT
Date:
Amount: $165,899.00 One Hundred Sixty-Five Thousand, Eight Hundred Ninety-Nine & No/100
Description (Name and Location): Rehabilitation of Surficial Aquifer Well No. 9R
Lake Worth, Florida

BOND
Date (Not earlier than Construction Contract Date):
Amount: $165,899.00 One Hundred Sixty-Five Thousand, Eight Hundred Ninety-Nine & No/100
Modifications to this Bond Form: See Page 00610-2

CONTRACTOR AS PRINCIPAL
Company: All Webbs Enterprises, Inc. (Corp. Seal)
Signature:
Name and Title:

SURETY
Company: Great American Insurance Company (Corp. Seal)
Signature:
Name and Title: Joseph D. Johnson, Jr., Attorney-in-Fact
Florida Resident Agent

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)
Signature:
Name and Title:

SURETY
Company: (Corp. Seal)
Signature:
Name and Title:

EJCDC No. 1910-28A (1984 Edition)
Prepared through the joint efforts of The Surety Association of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, and the American Institute of Architects.

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1. The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2. The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3. The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1. Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2. Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
2. Deny liability in whole or in part and notify the Owner citing reasons therefor.

5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1. The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2. Additional legal including appellate proceedings, design professional and delay costs and expenses resulting from the Contractor's default, and *

6.3. Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1. Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3. Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

* resulting from the actions or failure to act of the Surety under Paragraph 4; and

This Bond is executed pursuant to Florida Statutes Section 255.05 or Section 713.23, whichever is applicable, and is subject to the notice and time limitation provisions.

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

Mock, Roos & Associates, Inc.
5720 Corporate Way
West Palm Beach, FL 33407

GREAT AMERICAN INSURANCE COMPANY

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than FIVE

No. **0** 20310

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; for all obligees including any and all consents required by the Department of Transportation, State of Florida, incident to the release of retained percentages and/or final estimates; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name		Address	Limit of Power
TODD L. JOHNSON	JOSEPH D. JOHNSON, III	ALL OF	ALL
FRANCIS T. O'REARDON		ORLANDO, FLORIDA	$75,000,000.
JOANN H. BEBOUT			
JOSEPH D. JOHNSON, JR.			

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 18TH day of JULY , 2012 .

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

DAVID C. KITCHIN (513-412-4602)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 18TH day of JULY , 2012 , before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

KAREN L. GROSHEIM
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 02-20-16

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this day of , .

Assistant Secretary

S1157M (4/11)

00620

Construction Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

All Webbs Enterprises, Inc.
309 Commerce Way
Jupiter, Florida 33458

SURETY (Name and Principal Place of Business):

Great American Insurance Company
301 E. Fourth Street
Cincinnati, Ohio 45202

OWNER (Name and Address):

City of Lake Worth, Florida
City Hall, 2nd Floor
7 North Dixie Highway
Lake Worth, Florida 33460

CONSTRUCTION CONTRACT

Date:

Amount: $165,899.00 One Hundred Sixty-Five Thousand, Eight Hundred Ninety-Nne and No/100

Description (Name and Location): Rehabilitation of Surficial Aquifer Well No. 9R
Lake Worth, Florida

BOND

Date (Not earlier than Construction Contract Date):

Amount: $165,899.00 One Hundred Sixty-Five Thousand, Eight Hundred Ninety-Nine and No/100

Modifications to this Bond Form: See Page 00620-2

CONTRACTOR AS PRINCIPAL

Company: All Webbs Enterprises, Inc. (Corp. Seal)

Signature:

Name and Title:

SURETY

Company: Great American Insurance Company (Corp. Seal)

Signature:

Name and Title: Joseph D. Johnson, Jr., Attorney-in-Fact
Florida Resident Agent

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature:

Name and Title:

SURETY

Company: (Corp. Seal)

Signature:

Name and Title:

(CDC No. 1910-28B (1984 Edition)
epared through the joint efforts of the Surety Association of America, Engineers' Joint Contract Documents Committee, The Associated eneral Contractors of America, American Institute of Architects, American Subcontractors Association, and the Associated Specialty ontractors.

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2. With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim. (see Note 1)

4.2. Claimants who do not have a direct contract with the Contractor:

1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1. Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of 2 years from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2 (iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

Note 1: As an additional requirement any claimant, except a laborer, who is not in privity with the Contractor ~~and who has not received payment for his labor, materials or supplies~~ shall, within forty-five days after beginning to furnish labor, materials or supplies, furnish the Contractor with a Notice that he intends to look to the Bond for protection.

This Bond is executed pursuant to Florida Statutes Section 255.05 or Section 713.23, whichever is applicable, and is subject to the notice and time limitation provisions.

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (~~Architect~~, Engineer ~~or other party~~):
Mock, Roos & Associates, Inc.
5720 Corporate Way
West Palm Beach, FL 33407

GREAT AMERICAN INSURANCE COMPANY

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than FIVE

No. **0** 20310

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; for all obligees including any and all consents required by the Department of Transportation, State of Florida, incident to the release of retained percentages and/or final estimates; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name		Address	Limit of Power
TODD L. JOHNSON	JOSEPH D. JOHNSON, III	ALL OF	ALL
FRANCIS T. O'REARDON		ORLANDO, FLORIDA	$75,000,000.
JOANN H. BEBOUT			
JOSEPH D. JOHNSON, JR.			

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 18TH day of JULY , 2012 .

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

DAVID C. KITCHIN (513-412-4602)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 18TH day of JULY , 2012 , before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

KAREN L. GROSHEIM
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 02-20-16

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this day of , .

Assistant Secretary

S1157M (4/11)

INSURANCE/SURETY BONDS

JOHNSON & COMPANY

December 19, 2013

City of Lake Worth
City Hall, 2nd Floor
7 North Dixie Highway
Lake Worth, Florida 33460

Re: Authority to Date Bonds and Powers of Attorney
Principal: All Webbs Enterprises, Inc.
Project: Rehabilitation of Surficial Aquifer Well No. 9R
Bond # 2522138

To Whom It May Concern:

Please be advised that as Surety on the above referenced bond, executed on your behalf for this project, we hereby authorize you to date the bonds and powers of attorney for the captioned project and contractor.

Yours very truly,

GREAT AMERICAN INSURANCE COMPANY

Joseph D. Johnson, Jr.
Attorney-in-Fact
Resident Florida Agent

JDJjr/jhb

P.O. Drawer 672 • Orlando, FL 32802-0672 • 801 N. Orange Avenue, Suite 510 • Orlando, FL 32801-5202 (407) 843-1120
(800) 331-3379 • FAX (407) 843-5772

SECTION 00630
NOTICE OF COMPLIANCE WITH CHAPTER 556, FLORIDA STATUTES

The undersigned Contractor does hereby confirm to the Owner and Engineer that the Contractor has reviewed the provisions of Chapter 556, Florida Statutes, and has provided to "Sunshine State One-Call of Florida, Inc." the information required under F.S. 556.105 before the commencement of any excavation or demolition required for the Work.

Executed this _____ day of _____, 20____.

_____
(name of Contractor)

_____
(signature)

_____
(print name)

_____
(title)

END OF SECTION

00670
CONTRACTOR'S AFFIDAVIT TO OWNER

STATE OF FLORIDA
COUNTY OF _____

Before me, the undersigned authority, authorized to administer oaths and take acknowledgements, personally appeared _____, who, being by me first duly sworn, on oath depose(s) and say(s):

(1) He/she is/They are a (Corporation, Partnership or Individual) of _____(State), doing business as _____(Company Name), hereinafter called "Contractor".

(2) Contractor heretofore entered into a Contract with _____ hereinafter called "Owner" to do Work (furnish material, labor and services) for the construction of _____, located at _____County, Florida. ".

(3) Contractor has fully completed construction in accordance with the terms of the Contract, and all lienors have been paid in full, except:

NAME OF LIENOR	AMOUNT DUE AND UNPAID
	$

(4) All Workmen's Compensation claims have been settled and no liability claims are pending, in connection with, arising out of or resulting from the Contract.

(5) Receipt by the Contractor of the final payment, under the aforementioned Contract, shall constitute a full release and discharge by the Contractor to the Owner of any and all claims of the Contractor against the Owner, arising out of, connected with, or resulting from performance of the obligations of the Contractor pursuant to the Contract Documents.

(6) The term "lienor" as used in this affidavit means any person having a lien or a prospective lien, under the Mechanics Lien Law of Florida, on the land and property of the Owner referred to in paragraph (2) of this affidavit..

(7) This affidavit is given pursuant to the provisions of Florida Statutes Section 713.06 or Section 255.05, whichever is applicable.
Signed and sealed in the presence of:

_____ _____
(ENTITY)
_____ By:_____
(SEAL)

Subscribed and Sworn to (or affirmed) before me on _____(date) by _____ _____(name). He/she is personally known to me or has presented _____(type of identification) as identification.

_____ _____
Notary Public Signature and Seal Print Notary Name and Commission No.

00680
APPLICATION FOR PAYMENT NO. _____

Project ____Rehabilitation of Surficial Aquifer Well No. 9R for City of Lake Worth, FL_____

Application is made for payment, as hereinafter shown, in connection with this Agreement:

Total Work to Date - see attached schedule	$ _____
Total Material Suitably Stored - see attached schedule	$ _____
Gross Amount Due	$ _____
Less _____ % Retainage	$ _____
Amount Due to Date	$ _____
Less Previous Applications	$ _____
Amount Due This Application	$ _____

Original Contract Price	$ _____
Net Change Orders	$ _____
Current Contract Price	$ _____
Value of Work Remaining to be Done	$ _____

Contractor's Certification:
The undersigned Contractor certifies that (1) all previous progress payments received from Owner on account of Work done under the Agreement referred to above have been applied to discharge in full all obligations of Contractor incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____, inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to Owner).

Dated _____, 20____

_____
Contractor and Mailing Address

By _____
(Name and Title)

State of)
County of)ss

Subscribed and Sworn to (or affirmed) before me on _____ *(date)* personally appeared _____ *(name)*. He/she is personally known to me or has presented _____ _____ *(type of identification)* as identification. Who being so duly sworn, did depose and say that he/she is _____ of the Contractor above mentioned; that he/she executed the above Application for Payment and statement on behalf of said Contractor; and that all of the statements contained therein are true, correct and complete.

_____ _____
Notary Public Signature and Seal Print Notary Name and Commission No.

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

MOCK, ROOS & ASSOCIATES, INC.

Date: _____ By: _____
(Name) (Title)

CITY OF LAKE WORTH

Date: _____ By_____
(Name) (Title)

00681

SCHEDULE OF VALUES AND WORK COMPLETED

PROJECT TITLE _____

_____

CONTRACTOR _____

FOR PERIOD ENDING _____

TO ACCOMPANY APPLICATION NO. _____

ITEM	CONTRACTOR'S Schedule of Values			Work Completed	
	Unit Price	Quantity	Amount	Quantity	Amount
	$		$		$
NOTE: CONTRACTOR SHALL PREPARE APPROPRIATE SCHEDULE WITH ALL CONTRACT ITEMS					
SHOWN FOR ATTACHMENT TO EACH APPLICATION FOR PAYMENT.					
			Total (Original Contract)		$ _____
C.O. No. 1					
C.O. No. 1 NOTE: CHANGE ORDER(S) SHALL BE ITEMIZED AS APPLICABLE.					

TOTAL WORK TO DATE $_____

MATERIALS SUITABLY STORED

NOTE: CONTRACTOR TO ITEMIZE AND ATTACH APPROPRIATE INVOICES

TOTAL MATERIAL SUITABLY STORED $_____

Accompanying Documentation (Contractor to itemize):

This document has important legal consequences: consultation with an attorney is encouraged with respect to its completion or modification.

05/02/86
GC-1

00700

STANDARD

GENERAL CONDITIONS

OF THE

CONSTRUCTION CONTRACT

Prepared by

Engineers' Joint Contract Documents Committee

and

Issued and Published Jointly By

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

CONSTRUCTION SPECIFICATIONS INSTITUTE

This document has been approved and endorsed by

The Associated General Contractors of America

These General Conditions have been prepared for use with the Owner-Contractor Agreements (No. 1910-8-A-1 or 1910-8-A-2, 1983 editions). Their provisions are interrelated and a change in one may necessitate a change in the others. Comments concerning their usage are contained in the Commentary on Agreements for Engineering Services and Contract Documents, No. 1910-9, 1981 edition. For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. 1910-17, 1983 edition). When bidding is involved, the Standard Form of Instructions to Bidders (No. 1910-12, 1983 edition) may be used.

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1015 15th Street, N.W., Washington, D.C. 20005

American Society of Civil Engineers
345 East 47th Street, New York, NY 10017

Construction Specifications Institute
601 Madison St., Alexandria, VA 22314

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GENERAL CONDITIONS

ARTICLE 1—DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Addenda—Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents or the Contract Documents.

Agreement—The written agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

Application for Payment—The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

Bid—The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

* BIDDER-(see ¶SC-1 of Supplementary Conditions)

Bonds—Bid, performance and payment bonds and other instruments of security.

Change Order—A document recommended by ENGINEER, which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

Contract Documents—The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all amendments, modifications and supplements issued pursuant to paragraphs 3.4 and 3.5 on or after the Effective Date of the Agreement.

Contract Price—The moneys payable by OWNER to CONTRACTOR under the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.9.1 in the case of Unit Price Work).

Contract Time—The number of days (computed as provided in paragraph 17.2) or the date stated in the Agreement for the completion of the Work.

CONTRACTOR—The person, firm or corporation with whom OWNER has entered into the Agreement.

defective—An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.8 or 14.10).

Drawings—The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents.

Effective Date of the Agreement—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

ENGINEER—The person, firm or corporation named as such in the Agreement.

Field Order—A written order issued by ENGINEER which orders minor changes in the Work in accordance with paragraph 9.5 but which does not involve a change in the Contract Price or the Contract Time.

General Requirements—Sections of Division 1 of the Specifications.

Laws and Regulations; Laws or Regulations—Laws, rules, regulations, ordinances, codes and/or orders.

Notice of Award—The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

Notice to Proceed—A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR'S obligations under the Contract Documents.

OWNER—The public body or authority, corporation, association, firm or person with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be provided.

Partial Utilization—Placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the Work.

Project—The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

Resident Project Representative—The authorized representative of ENGINEER who is assigned to the site or any part thereof. (see ¶SC-1 of Supplementary Conditions) *

Shop Drawings—All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.

Specifications—Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

Subcontractor—An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

Substantial Completion—The Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER as evidenced by ENGINEER's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if there be no such certificate issued, when final payment is due in accordance with paragraph 14.13. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

Supplementary Conditions—The part of the Contract Documents which amends or supplements these General Conditions.

Supplier—A manufacturer, fabricator, supplier, distributor, materialman or vendor.

Underground Facilities—All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

Unit Price Work—Work to be paid for on the basis of unit prices.

Work—The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

Work Directive Change—A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 4.2 or 4.3 or to emergencies under paragraph 6.22. A Work Directive Change may not change the Contract Price or the Contract Time, but is evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time as provided in paragraph 10.2.

Written Amendment—A written amendment of the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly Work-related aspects of the Contract Documents.

ARTICLE 2—PRELIMINARY MATTERS

Delivery of Bonds:

2.1. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with paragraph 5.1.

Copies of Documents:

2.2. OWNER shall furnish to CONTRACTOR up to ten copies (unless otherwise specified in the Supplementary Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

Commencement of Contract Time; Notice to Proceed:

2.3. The Contract Time will commence to run on the thirtieth day after the Effective Date of the Agreement, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement. ~~In no event will the Contract Time commence to run later than the seventy-fifth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.~~ (See ¶SC-2.3 of Supplementary Conditions) *

Starting the Project:

2.4. CONTRACTOR shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run.

Before Starting Construction:

2.5. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown

thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error or discrepancy in the Contract Documents, unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

2.6. Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for review:

2.6.1. an estimated progress schedule indicating the starting and completion dates of the various stages of the Work;

2.6.2. a preliminary schedule of Shop Drawing submissions; and

2.6.3. a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by CONTRACTOR at the time of submission.

2.7. ~~Before any Work at the site is started, CONTRACTOR shall deliver to OWNER, with a copy to ENGINEER, certificates (and other evidence of insurance requested by OWNER) which CONTRACTOR is required to purchase and maintain in accordance with paragraphs 5.3 and 5.4, and OWNER shall deliver to CONTRACTOR certificates (and other evidence of insurance requested by CONTRACTOR) which OWNER is required to purchase and maintain in accordance with paragraphs 5.6 and 5.7.~~ (See ¶Sc-2.7 of
* the Supplementary Conditions)

Preconstruction Conference:

2.8. Within twenty days after the Effective Date of the Agreement, but before CONTRACTOR starts the Work at the site, a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to discuss the schedules referred to in paragraph 2.6, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

Finalizing Schedules:

2.9. At least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to finalize the schedules submitted in accordance with paragraph 2.6. The finalized progress schedule will be acceptable to ENGINEER as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on ENGINEER responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility therefor. The finalized schedule of Shop Drawing submissions will be acceptable to ENGINEER as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to ENGINEER as to form and substance.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

Intent:

3.1. The Contract Documents comprise the entire agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

3.2. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to ENGINEER, or any of ENGINEER's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 or 9.16. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in paragraph 9.4.

3.3. If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to ENGINEER in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification

from ENGINEER; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error or discrepancy in the Contract Documents unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

Amending and Supplementing Contract Documents:

3.4. The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

3.4.1. a formal Written Amendment,

3.4.2. a Change Order (pursuant to paragraph 10.4), or

3.4.3. a Work Directive Change (pursuant to paragraph 10.1).

As indicated in paragraphs 11.2 and 12.1, Contract Price and Contract Time may only be changed by a Change Order or a Written Amendment.

3.5. In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

3.5.1. a Field Order (pursuant to paragraph 9.5),

3.5.2. ENGINEER's approval of a Shop Drawing or sample (pursuant to paragraphs 6.26 and 6.27), or

3.5.3. ENGINEER's written interpretation or clarification (pursuant to paragraph 9.4).

Reuse of Documents:

3.6. Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

ARTICLE 4—AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

Availability of Lands:

4.1. OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and pai for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in OWNER's furnishing these lands, rights-of-way or easements entitles CONTRACTOR to an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Article 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

Physical Conditions: (see ¶SC 4.2.1 of the Supplementary Conditions) *

4.2.1. *Explorations and Reports:* ~~Reference is made to the Supplementary Conditions for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by ENGINEER in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such reports, but not upon nontechnical data, interpretations or opinions contained therein or for the completeness thereof for CONTRACTOR's purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to subsurface conditions at the site.~~

4.2.2. *Existing Structures:* ~~Reference is made to the Supplementary Conditions for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities referred to in paragraph 4.3) which are at or contiguous to the site that have been utilized by ENGINEER in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings, but not for the completeness thereof for CONTRACTOR's purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to such structures.~~

4.2.3. *Report of Differing Conditions:* If CONTRACTOR believes that:

4.2.3.1. any technical data on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is inaccurate, or

4.2.3.2. any physical condition uncovered or revealed at the site differs materially from that indicated, reflected or referred to in the Contract Documents,

CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work in connection therewith (except in an emergency as permitted by paragraph 6.22), notify OWNER and ENGINEER in writing about the inaccuracy or difference.

4.2.4. *ENGINEER's Review:* ENGINEER will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

4.2.5. *Possible Document Change:* If ENGINEER concludes that there is a material error in the Contract Documents or that because of newly discovered conditions a change in the Contract Documents is required, a Work Directive Change or a Change Order will be issued as provided in Article 10 to reflect and document the consequences of the inaccuracy or difference.

4.2.6. *Possible Price and Time Adjustments:* In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that they are attributable to any such inaccuracy or difference. If OWNER and CONTRACTOR are unable to agree as to the amount or length thereof, a claim may be made therefor as provided in Articles 11 and 12.

Physical Conditions—Underground Facilities:

4.3.1. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

4.3.1.1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and,

4.3.1.2. CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof as provided in paragraph 6.20 and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

4.3.2. *Not Shown or Indicated.* If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency as permitted by paragraph 6.22), identify the owner of such Underground Facility and give written notice thereof to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 6.20. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of. If the parties are unable to agree as to the amount or length thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

Reference Points:

4.4. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 5—BONDS AND INSURANCE

Performance and Other Bonds:

5.1. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Law or Regulation or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by Law or Regulation or by the Contract Documents and be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

5.2. If the surety on any Bond furnished by CONTRACTOR is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of

the Project is located or it ceases to meet the requirements of paragraph 5.1, CONTRACTOR shall within five days thereafter substitute another Bond and Surety, both of which must be acceptable to OWNER.

* *Contractor's Liability Insurance:* (See ¶SC-5.3 of the Supplementary Conditions)

5.3. CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance and furnishing of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed or furnished by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:

5.3.1. Claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts;

5.3.2. Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

5.3.3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

5.3.4. Claims for damages insured by personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (b) by any other person for any other reason;

5.3.5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom;

5.3.6. Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property; and

5.3.7. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The insurance required by this paragraph 5.3 shall include the specific coverages and be written for not less than the limits of liability and coverages provided in the Supplementary Conditions, or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty days' prior written notice has been given to OWNER and ENGINEER by certified mail. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing *defective* Work in accordance with paragraph 13.12. In addition, CONTRACTOR shall maintain such completed operations insurance for at least two years after final payment and furnish OWNER with evidence of continuation of such insurance at final payment and one year thereafter.

Contractual Liability Insurance: (See ¶SC-5.4 of the Supplementary Conditions) *

5.4. The comprehensive general liability insurance required by paragraph 5.3 will include contractual liability insurance applicable to CONTRACTOR's obligations under paragraphs 6.30 and 6.31.

Owner's Liability Insurance: (See ¶SC-5.5 of the Supplementary Conditions) *

~~5.5. OWNER shall be responsible for purchasing and maintaining OWNER's own liability insurance and, at OWNER's option, may purchase and maintain such insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.~~

Property Insurance: (See ¶SC-5.6 thru 5.10 of the Supplementary Conditions) *

5.6. ~~Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER and ENGINEER's consultants in the Work, all of whom shall be listed as insureds or additional insured parties, shall insure against the perils of fire and extended coverage and shall include "all-risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in the Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all-risk" insurance or otherwise provided in the Supplementary Conditions, CONTRACTOR shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment.~~

5.7. ~~OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER AND ENGINEER's consultants in the Work, all of whom shall be listed as insured or additional insured parties.~~

5.8. ~~All the policies of insurance (or the certificates or other evidence thereof) required to be purchased and maintained by OWNER in accordance with paragraphs 5.6 and 5.7 will contain a provision or endorsement that the coverage afforded will not be cancelled or materially changed or renewal refused until at least thirty days' prior written notice has been given to CONTRACTOR by certified mail and will contain waiver provisions in accordance with paragraph 5.11.2.~~

5.9. ~~OWNER shall not be responsible for purchasing and maintaining any property insurance to protect the interests of CONTRACTOR, Subcontractors or others in the Work to the extent of any deductible amounts that are provided in the Supplementary Conditions. The risk of loss within the deductible amount, will be borne by CONTRACTOR, Subcontractor or others suffering any such loss and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.~~

5.10. ~~If CONTRACTOR requests in writing that other special insurance be included in the property insurance policy, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.~~

Waiver of Rights:

5.11.1. OWNER and CONTRACTOR waive all rights against each other for all losses and damages caused by any of the perils covered by the policies of insurance provided in response to paragraphs 5.6 and 5.7 and any other property insurance applicable to the Work, and also waive all such rights against the Subcontractors, ENGINEER, ENGINEER's consultants and all other parties named as insureds in such policies for losses and damages so caused. As required by paragraph 6.11, each subcontract between CONTRACTOR and a Subcontractor will contain similar waiver provisions by the Subcontractor in favor of OWNER, CONTRACTOR, ENGINEER, ENGINEER's consultants and all other parties named as insureds. None of the above waivers shall extend to the rights that any of the insured parties may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

5.11.2. OWNER and CONTRACTOR intend that any policies provided in response to paragraphs 5.6 and 5.7 shall protect all of the parties insured and provide primary coverage for all losses and damages caused by the perils covered thereby. Accordingly, all such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any of the parties named as insureds or additional insureds, and if the insurers require separate waiver forms to be signed by ENGINEER or ENGINEER's consultant OWNER will obtain the same, and if such waiver forms are required of any Subcontractor, CONTRACTOR will obtain the same.

Receipt and Application of Proceeds:

5.12. Any insured loss under the policies of insurance required by paragraphs 5.6 and 5.7 will be adjusted with OWNER and made payable to OWNER as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.13. OWNER shall deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

5.13. OWNER as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as trustee shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If required in writing by any party in interest, OWNER as trustee shall, upon the occurrence of an insured loss, give bond for the proper performance of such duties.

Acceptance of Insurance: (See ¶SC-5.14 of the Supplementary Conditions) *

5.14. ~~If OWNER has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by CONTRACTOR in accordance with paragraphs 5.3 and 5.4 on the basis of its not complying with the Contract Documents, OWNER shall notify CONTRACTOR in writing thereof within ten days of the date of delivery of such certificates to OWNER in accordance with paragraph 2.7. If CONTRACTOR has any objection to the coverage afforded by or other provisions of the policies of insurance required to be purchased and maintained by OWNER in accordance with paragraphs 5.6 and 5.7 on the basis of their not complying with the Contract Documents, CONTRACTOR shall notify OWNER in writing thereof within ten days of the date of delivery of such certificates to CONTRACTOR in accordance with paragraph 2.7. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided by each as the other may reasonably request. Failure by OWNER or CONTRACTOR to give any such notice of objection within the time provided shall constitute acceptance of such insurance purchased by the other as complying with the Contract Documents.~~

Partial Utilization—Property Insurance:

5.15. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.10; provided that no

such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or lapse on account of any such partial use or occupancy.

ARTICLE 6—CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence:

6.1. CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.2. CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

Labor, Materials and Equipment:

6.3. CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without OWNER's written consent given after prior written notice to ENGINEER.

6.4. Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

6.5. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to ENGINEER, or any of ENGINEER's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 or 9.16.

Adjusting Progress Schedule:

6.6. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.9) adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

Substitutes or "Or-Equal" Items:

6.7.1. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers may be accepted by ENGINEER if sufficient information is submitted by CONTRACTOR to allow ENGINEER to determine that the material or equipment proposed is equivalent or equal to that named. The procedure for review by ENGINEER will include the following as supplemented in the General Requirements. Requests for review of substitute items of material and equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or

royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by ENGINEER in evaluating the proposed substitute. ENGINEER may require CONTRACTOR to furnish at CONTRACTOR's expense additional data about the proposed substitute.

6.7.2. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to ENGINEER, if CONTRACTOR submits sufficient information to allow ENGINEER to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in paragraph 6.7.1 as applied by ENGINEER and as may be supplemented in the General Requirements.

6.7.3. ENGINEER will be allowed a reasonable time within which to evaluate each proposed substitute. ENGINEER will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without ENGINEER's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute. ENGINEER will record time required by ENGINEER and ENGINEER's consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the Contract Documents occasioned thereby. Whether or not ENGINEER accepts a proposed substitute, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's consultants for evaluating each proposed substitute.

Concerning Subcontractors, Suppliers and Others:

6.8.1. CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to OWNER and ENGINEER as indicated in paragraph 6.8.2), whether initially or as a substitute, against whom OWNER or ENGINEER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

6.8.2. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials and equipment) to be submitted to OWNER in advance of the specified date prior to the Effective Date of the Agreement for acceptance by OWNER and ENGINEER and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's or ENGINEER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute, the Contract Price will be increased by the difference in the cost occasioned by such substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER or ENGINEER of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER or ENGINEER to reject *defective* Work.

6.8.3. (See ¶SC-6.8.3 of the Supplementary Conditions) *

6.9. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations. (See ¶SC-6.9 of the Supplementary Conditions) *

6.10. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

6.11. All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER and contains waiver provisions as required by paragraph 5.11. CONTRACTOR shall pay each Subcontractor a just share of any insurance moneys received by CONTRACTOR on account of losses under policies issued pursuant to paragraphs 5.6 and 5.7.

Patent Fees and Royalties:

6.12. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER

or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees and court and arbitration costs) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

Permits:

6.13. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids, or if there are no Bids on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto such as
* plant investment fees. (See ¶6.13 of the Supplementary Conditions)

Laws and Regulations:

6.14.1. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

6.14.2. If CONTRACTOR observes that the Specifications or Drawings are at variance with any Laws or Regulations, CONTRACTOR shall give ENGINEER prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in paragraph 3.4. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such Laws or Regulations, and without such notice to ENGINEER, CONTRACTOR shall bear all costs arising therefrom; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with such Laws and Regulations.

Taxes:

6.15. CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

Use of Premises:

6.16. CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against OWNER or ENGINEER by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER and ENGINEER harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against OWNER or ENGINEER to the extent based on a claim arising out of CONTRACTOR's performance of the Work.

6.17. During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by OWNER. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

6.18. CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Record Documents:

6.19. CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Directive Changes, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon com-

pletion of the Work, these record documents, samples and Shop Drawings will be delivered to ENGINEER for OWNER.

Safety and Protection:

6.20. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.20.1. all employees on the Work and other persons and organizations who may be affected thereby;

6.20.2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

6.20.3. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.20.2 or 6.20.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other 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, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR). CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.13 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.21. CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

Emergencies:

6.22. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from ENGINEER or OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If ENGINEER determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variations.

Shop Drawings and Samples:

6.23. After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, CONTRACTOR shall submit to ENGINEER for review and approval in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9), or for other appropriate action if so indicated in the Supplementary Conditions, five copies (unless otherwise specified in the General Requirements) of all Shop Drawings, which will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as ENGINEER may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable ENGINEER to review the information as required.

6.24. CONTRACTOR shall also submit to ENGINEER for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR's responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

6.25.1. Before submission of each Shop Drawing or sample CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

6.25.2. At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on

each Shop Drawing submitted to ENGINEER for review and approval of each such variation.

6.26. ENGINEER will review and approve with reasonable promptness Shop Drawings and samples, but ENGINEER's review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by ENGINEER, and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.27. ENGINEER's review and approval of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of submission as required by paragraph 6.25.2 and ENGINEER has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 6.25.1.

6.28. Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to ENGINEER's review and approval of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

Continuing the Work:

6.29. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.5 or as CONTRACTOR and OWNER may otherwise agree in writing.

Indemnification: **See Paragraph SC-6.30 of the Supplementary Conditions**

6.30. ~~To the fullest extent permitted by Laws and Regulations CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of 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, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.~~

See Paragraph SC-6.31 of the Supplementary Conditions

6.31. ~~In any and all claims against OWNER or ENGINEER or any of their consultants, agents or employees by any employee of 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, the indemnification obligation under paragraph 6.30 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for 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:~~

6.32. The obligations of CONTRACTOR under paragraph 6.30 shall not extend to the liability of ENGINEER, ENGINEER's consultants, agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications.

ARTICLE 7—OTHER WORK

Related Work at Site:

7.1. OWNER may perform other work related to the Project at the site by OWNER's own forces, have other work performed by utility owners or let other direct contracts therefor which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to CONTRACTOR prior to starting any such other work; and, if CONTRACTOR believes that such performance will involve additional expense to CONTRACTOR or requires additional time and the parties are unable to agree as to the extent thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

7.2. CONTRACTOR shall afford each utility owner and other contractor who is a party to such a direct contract (or OWNER, if OWNER is performing the additional work with OWNER's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CON-

TRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

7.3. If any part of CONTRACTOR's Work depends for proper execution or results upon the work of any such other contractor or utility owner (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. CONTRACTOR's failure so to report will constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR's Work except for latent or non-apparent defects and deficiencies in the other work.

Coordination:

7.4. If OWNER contracts with others for the performance of other work on the Project at the site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the Supplementary Conditions, and the specific matters to be covered by such authority and responsibility will be itemized, and the extent of such authority and responsibilities will be provided, in the Supplementary Conditions. Unless otherwise provided in the Supplementary Conditions, neither OWNER nor ENGINEER shall have any authority or responsibility in respect of such coordination.

ARTICLE 8—OWNER'S RESPONSIBILITIES

8.1. OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.2. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer against whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to arbitration.

8.3. OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in paragraphs 14.4 and 14.13.

8.4. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and in existing structures which have been utilized by ENGINEER in preparing the Drawings and Specifications.

8.5. OWNER's responsibilities in respect of purchasing and maintaining liability and property insurance are set forth in paragraphs 5.5 through 5.8.

8.6. OWNER is obligated to execute Change Orders as indicated in paragraph 10.4.

8.7. OWNER's responsibility in respect of certain inspections, tests and approvals is set forth in paragraph 13.4.

8.8. In connection with OWNER's right to stop Work or suspend Work, see paragraphs 13.10 and 15.1. Paragraph 15.2 deals with OWNER's right to terminate services of CONTRACTOR under certain circumstances.

ARTICLE 9—ENGINEER'S STATUS DURING CONSTRUCTION

Owner's Representative:

9.1. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and ENGINEER.

Visits to Site:

9.2. ENGINEER will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site observations as an experienced and qualified design professional, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defects and deficiencies in the Work.

Project Representation:

9.3. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in observing the performance of the Work. The duties, responsibilities and limitations of authority of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions. If OWNER designates another agent to represent OWNER at the site who is not ENGINEER's agent or employee, the duties, responsibilities and limitations of authority of such other person will be as provided in the Supplementary Conditions.

9.3.1. (See ¶SC-9.3.1 of the Supplementary Conditions) *

Clarifications and Interpretations:

9.4. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

Authorized Variations in Work:

9.5. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER, and also on CONTRACTOR who shall perform the Work involved promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Article 11 or 12.

Rejecting Defective Work:

9.6. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be *defective*, and will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments:

9.7. In connection with ENGINEER's responsibility for Shop Drawings and samples, see paragraphs 6.23 through 6.29 inclusive.

9.8. In connection with ENGINEER's responsibilities as to Change Orders, see Articles 10, 11 and 12.

9.9. In connection with ENGINEER's responsibilities in respect of Applications for Payment, etc., see Article 14.

Determinations for Unit Prices:

9.10. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decisions thereon will be final and binding upon OWNER and CONTRACTOR, unless, within ten days after the date of any such decision, either OWNER or CONTRACTOR delivers to the other party to the Agreement and to ENGINEER written notice of intention to appeal from such a decision.

Decisions on Disputes:

9.11. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Time will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered by the claimant to ENGINEER and the other party to the Agreement promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within sixty days after such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim.

9.12. When functioning as interpreter and judge under paragraphs 9.10 and 9.11, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to paragraphs 9.10 and 9.11 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.16) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter.

Limitations on ENGINEER's Responsibilities:

9.13. Neither ENGINEER's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

9.14. Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be

effective to assign to ENGINEER any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 or 9.16.

9.15. ENGINEER will not be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

9.16. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

ARTICLE 10—CHANGES IN THE WORK

10.1. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by a Written Amendment, a Change Order, or a Work Directive Change. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

10.2. If OWNER and CONTRACTOR are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Work Directive Change, a claim may be made therefor as provided in Article 11 or Article 12.

10.3. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.4 and 3.5, except in the case of an emergency as provided in paragraph 6.22 and except in the case of uncovering Work as provided in paragraph 13.9.

10.4. OWNER and CONTRACTOR shall execute appropriate Change Orders (or Written Amendments) covering:

10.4.1. changes in the Work which are ordered by OWNER pursuant to paragraph 10.1, are required because of acceptance of *defective* Work under paragraph 13.13 or correcting *defective* Work under paragraph 13.14, or are agreed to by the parties;

10.4.2. changes in the Contract Price or Contract Time which are agreed to by the parties; and

10.4.3. changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 9.11;

provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.29.

10.5. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

ARTICLE 11—CHANGE OF CONTRACT PRICE

11.1. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

11.2. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Price shall be determined by ENGINEER in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this paragraph 11.2.

11.3. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraphs 11.9.1. through 11.9.3, inclusive).

11.3.2. By mutual acceptance of a lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 11.6.2.1).

11.3.3. On the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a CONTRACTOR's Fee for overhead and profit (determined as provided in paragraphs 11.6 and 11.7).

Cost of the Work:

11.4. The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by OWNER.

11.4.2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3. Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to OWNER who will then determine, with the advice of ENGINEER, which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR's Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants) employed for services specifically related to the Work.

11.4.5. Supplemental costs including the following:

11.4.5.1. The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

11.4.5.2. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof—all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

11.4.5.4. Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

11.4.5.5. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

11.4.5.6. Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the performance and furnishing of the Work (except losses and damages within the deductible amounts of property insurance established by OWNER in accordance with paragraph 5.9), provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's Fee. If, however, any such loss or damage

requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7. The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9. Cost of premiums for additional Bonds and insurance required because of changes in the Work and premiums for property insurance coverage within the limits of the deductible amounts established by OWNER in accordance with paragraph 5.9.

11.5. The term Cost of the Work shall not include any of the following:

11.5.1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.4.1 or specifically covered by paragraph 11.4.4—all of which are to be considered administrative costs covered by the CONTRACTOR's Fee.

11.5.2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

11.5.3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.5.4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 11.4.5.9 above).

11.5.5. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of *defective* Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

CONTRACTOR's Fee:

11.6. The CONTRACTOR's Fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

11.6.1. a mutually acceptable fixed fee; or if none can be agreed upon,

11.6.2. a fee based on the following percentages of the various portions of the Cost of the Work:

11.6.2.1. for costs incurred under paragraphs 11.4.1 and 11.4.2, the CONTRACTOR's Fee shall be fifteen percent;

11.6.2.2. for costs incurred under paragraph 11.4.3, the CONTRACTOR's Fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to CONTRACTOR on account of overhead and profit of all Subcontractors shall be fifteen percent;

11.6.2.3. no fee shall be payable on the basis of costs itemized under paragraphs 11.4.4, 11.4.5 and 11.5;

11.6.2.4. the amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in CONTRACTOR's Fee by an amount equal to ten percent of the net decrease; and

11.6.2.5. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's Fee shall be computed on the basis of the net change in accordance with paragraphs 11.6.2.1 through 11.6.2.4, inclusive.

11.7. Whenever the cost of any Work is to be determined pursuant to paragraph 11.4 or 11.5, CONTRACTOR will submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

Cash Allowances:

11.8. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such Subcontractors or Suppliers and for such sums within the limit of the allowances as may be acceptable to ENGINEER. CONTRACTOR agrees that:

11.8.1. The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

11.8.2. CONTRACTOR's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the

allowances. No demand for additional payment on account of any thereof will be valid.

Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

Unit Price Work:

11.9.1. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER in accordance with Paragraph 9.10.

11.9.2. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

11.9.3. ~~Where the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement and there is no corresponding adjustment with respect to any other item of Work and if CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof, CONTRACTOR may make a claim for an increase in the Contract Price in accordance with Article 11 if the parties are unable to agree as to the amount of any such increase.~~
* (See ¶SC-11.9.3 of the Supplementary Conditions

ARTICLE 12—CHANGE OF CONTRACT TIME

12.1. The Contract Time may only be changed by a Change Order or a Written Amendment. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within sixty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by ENGINEER in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph 12.1.

12.2. The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if a claim is made therefor as provided in paragraph 12.1. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional work as contemplated by Article 7, or to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

12.3. All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 12 shall not exclude recovery for damages (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) for delay by either party.

ARTICLE 13—WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Warranty and Guarantee:

13.1. CONTRACTOR warrants and guarantees to OWNER and ENGINEER that all Work will be in accordance with the Contract Documents and will not be *defective*. ~~Prompt notice of all defects shall be given to CONTRACTOR~~. All *defective* Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.
*See ¶SC-13.1 of the Supplementary Conditions. *

Access to Work:

13.2. ENGINEER and ENGINEER's representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

Tests and Inspections:

13.3. ~~CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals.~~ See ¶SC-13.3 of the Supplementary Conditions. *

13.4. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval. CONTRACTOR shall also

be responsible for and shall pay all costs in connection with any inspection or testing required in connection with OWNER's or ENGINEER's acceptance of a Supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. The cost of all inspections, tests and approvals in addition to the above which are required by the Contract Documents shall be paid by OWNER (unless otherwise specified).

13.5. All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR (or by ENGINEER if so specified).

13.6. If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.7. Neither observations by ENGINEER nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR's obligations to perform the Work in accordance with the Contract Documents.

Uncovering Work:

13.8. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

13.9. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is *defective,* CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals), and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefor as provided in Article 11. If, however, such Work is not found to be *defective,* CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

Owner May Stop the Work:

13.10. If the Work is *defective,* or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

Correction or Removal of Defective Work:

13.11. If required by ENGINEER, CONTRACTOR shall promptly, as directed, either correct all *defective* Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with *nondefective* Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

One Year Correction Period:

13.12. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be *defective,* CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions, either correct such *defective* Work, or, if it has been rejected by OWNER, remove it from the site and replace it with *nondefective* Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the *defective* Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

Acceptance of Defective Work:

13.13. If, instead of requiring correction or removal and replacement of *defective* Work, OWNER (and, prior to ENGINEER's recommendation of final payment, also ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall bear all direct, indirect and consequential

costs attributable to OWNER's evaluation of and determination to accept such *defective* Work (such costs to be approved by ENGINEER as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals). If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 11. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

OWNER May Correct Defective Work:

13.14. If CONTRACTOR fails within a reasonable time after written notice of ENGINEER to proceed to correct and to correct *defective* Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of OWNER in exercising such rights and remedies will be charged against CONTRACTOR in an amount approved as to reasonableness by ENGINEER, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 11. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's *defective* Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies hereunder.

ARTICLE 14—PAYMENTS TO CONTRACTOR AND COMPLETION

Schedule of Values:

14.1. The schedule of values established as provided in paragraph 2.9 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

Application for Progress Payment:

14.2. At least twenty days before each progress payment is scheduled (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER's interest therein, all of which will be satisfactory to OWNER. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

CONTRACTOR's Warranty of Title:

14.3. CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

Review of Applications for Progress Payment:

14.4. ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. Ten days after presentation of the Application for Payment with ENGINEER's recommendation, the amount recommended will (subject to the provisions of the last sentence of paragraph 14.7) become due and when due will be paid by OWNER to CONTRACTOR.

14.5. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a

representation by ENGINEER to OWNER, based on ENGINEER's on-site observations of the Work in progress as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of ENGINEER's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.10, and to any other qualifications stated in the recommendation); and that CONTRACTOR is entitled to payment of the amount recommended. However, by recommending any such payment ENGINEER will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents or that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or OWNER to withhold payment to CONTRACTOR.

14.6. ENGINEER's recommendation of final payment will constitute an additional representation by ENGINEER to OWNER that the conditions precedent to CONTRACTOR's being entitled to final payment as set forth in paragraph 14.13 have been fulfilled.

14.7. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make such representations to OWNER. ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

14.7.1. the Work is *defective*, or completed Work has been damaged requiring correction or replacement,

14.7.2. the Contract Price has been reduced by Written Amendment or Change Order,

14.7.3. OWNER has been required to correct *defective* Work or complete Work in accordance with paragraph 13.14, or

14.7.4. of ENGINEER's actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2.1 through 15.2.9 inclusive.

OWNER may refuse to make payment of the full amount recommended by ENGINEER because claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work or Liens have been filed in connection with the Work or there are other items entitling OWNER to a set-off against the amount recommended, but OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action.

Substantial Completion:

14.8. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within fourteen days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said fourteen days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

14.9. OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

Partial Utilization:

14.10. Use by OWNER of any finished part of the Work, which has specifically been identified in the Contract Docu-

ments, or which OWNER, ENGINEER and CONTRACTOR agree constitutes a separately functioning and useable part of the Work that can be used by OWNER without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.10.1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees, CONTRACTOR will certify to OWNER and ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraphs 14.8 and 14.9 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

14.10.2. OWNER may at any time request CONTRACTOR in writing to permit OWNER to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to ENGINEER and within a reasonable time thereafter OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to OWNER and ENGINEER that such part of the Work is not ready for separate operation by OWNER, ENGINEER will finalize the list of items to be completed or corrected and will deliver such list to OWNER and CONTRACTOR together with a written recommendation as to the division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work which will become binding upon OWNER and CONTRACTOR at the time when OWNER takes over such operation (unless they shall have otherwise agreed in writing and so informed ENGINEER). During such operation and prior to Substantial Completion of such part of the Work, OWNER shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

14.10.3. No occupancy or separate operation of part of the Work will be accomplished prior to compliance with the requirements of paragraph 5.15 in respect of property insurance.

Final Inspection:

14.11. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or *defective*. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

Final Application for Payment:

14.12. After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in paragraph 6.19) and other documents—all as required by the Contract Documents, and after ENGINEER has indicated that the Work is acceptable (subject to the provisions of paragraph 14.16), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor or Supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

Final Payment and Acceptance:

14.13. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation—all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application to OWNER for payment. Thereupon ENGINEER will give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.16.

Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. Thirty days after presentation to OWNER of the Application and accompanying documentation, in appropriate form and substance, and with ENGINEER's recommendation and notice of acceptability, the amount recommended by ENGINEER will become due and will be paid by OWNER to CONTRACTOR.

14.14. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

Contractor's Continuing Obligation:

14.15. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.13, nor any correction of *defective* Work by OWNER will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents (except as provided in paragraph 14.16).

Waiver of Claims:

14.16. The making and acceptance of final payment will constitute:

14.16.1. a waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from *defective* Work appearing after final inspection pursuant to paragraph 14.11 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it will not constitute a waiver by OWNER of any rights in respect of CONTRACTOR's continuing obligations under the Contract Documents; and

14.16.2. a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

ARTICLE 15—SUSPENSION OF WORK AND TERMINATION

Owner May Suspend Work:

15.1. OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if CONTRACTOR makes an approved claim therefor as provided in Articles 11 and 12.

Owner May Terminate:

15.2. Upon the occurrence of any one or more of the following events:

15.2.1. if CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

15.2.2. if a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

15.2.3. if CONTRACTOR makes a general assignment for the benefit of creditors;

15.2.4. if a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR's creditors;

15.2.5. if CONTRACTOR admits in writing an inability to pay its debts generally as they become due;

15.2.6. if CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents

(including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.9 as revised from time to time);

15.2.7. if CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

15.2.8. if CONTRACTOR disregards the authority of ENGINEER; or

15.2.9. if CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents;

OWNER may, after giving CONTRACTOR (and the surety, if there be one) seven days' written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the Work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) such excess will be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER will be approved as to reasonableness by ENGINEER and incorporated in a Change Order, but when exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

15.3. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.4. Upon seven days' written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed and any expense sustained plus reasonable termination expenses, which will include, but not be limited to, direct, indirect and consequential costs (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs).

Contractor May Stop Work or Terminate:

15.5. If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty days after it is submitted, or OWNER fails for thirty days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days' written notice to OWNER and ENGINEER, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven days' written notice to OWNER and ENGINEER stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of the obligations under paragraph 6.29 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

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ARTICLE 16—ARBITRATION

16.1. All claims, disputes and other matters in question between OWNER and CONTRACTOR arising out of, or relating to the Contract Documents or the breach thereof (except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.16) will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining subject to the limitations of this Article 16. This agreement so to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this Article 16 will be specifically enforceable under the prevailing law of any court having jurisdiction.

16.2. No demand for arbitration of any claim, dispute or other matter that is required to be referred to ENGINEER initially for decision in accordance with paragraph 9.11 will be made until the earlier of (a) the date on which ENGINEER has rendered a decision or (b) the tenth day after the parties have presented their evidence to ENGINEER if a written decision has not been rendered by ENGINEER before that date. No demand for arbitration of any such claim, dispute or other matter will be made later than thirty days after the date on which ENGINEER has rendered a written decision in respect thereof in accordance with paragraph 9.11; and the failure to demand arbitration within said thirty days' period shall result in ENGINEER's decision being final and binding upon OWNER and CONTRACTOR. If ENGINEER renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but will not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned. No demand for arbitration of any written decision of ENGINEER rendered in accordance with paragraph 9.10 will be made later than ten days after the party making such demand has delivered written notice of intention to appeal as provided in paragraph 9.10.

16.3. Notice of the demand for arbitration will be filed in writing with the other party to the Agreement and with the American Arbitration Association, and a copy will be sent to ENGINEER for information. The demand for arbitration will be made within the thirty-day or ten-day period specified in paragraph 16.2 as applicable, and in all other cases within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

16.4. No arbitration arising out of or relating to the Contract Documents shall include by consolidation, joinder or in any other manner any other person or entity (including ENGINEER, ENGINEER's agents, employees or consultants) who is not a party to this contract unless:

16.4.1. the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration,

16.4.2. such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and

16.4.3. the written consent of the other person or entity sought to be included and of OWNER and CONTRACTOR has been obtained for such inclusion, which consent shall make specific reference to this paragraph; but no such consent shall constitute consent to arbitration of any dispute not specifically described in such consent or to arbitration with any party not specifically identified in such consent.

16.5. The award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to modification or appeal except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act (9 U.S.C. §§10,11).

* (See ¶SC-16 of the Supplementary Conditions)

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ARTICLE 17—MISCELLANEOUS

Giving Notice:

17.1. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

Computation of Time:

17.2.1. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.2.2. A calendar day of twenty-four hours measured from midnight to the next midnight shall constitute a day.

General:

17.3. Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 17.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

17.4. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.30, 13.1, 13.12, 13.14, 14.3 and 15.2 and all of the rights and remedies available to OWNER and ENGINEER thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of the Agreement.

00800
SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC No. 1910-8, 1983 edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect. The General Conditions may also be supplemented elsewhere in the Contract Documents.

The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract (EJCDC No. 1910-8, 1983, edition) have the meanings assigned to them in the General Conditions.

PART 1 - MODIFICATIONS AND SUPPLEMENTS TO GENERAL CONDITIONS

SC-1

Add the following to Article 1 - Definitions of the General Conditions:

Bidder -Any individual, partnership, corporation or joint venture submitting a Bid for the Work to be performed.

Resident Project Representative - The Resident Project Representative (RPR) may be assigned to the site or any part thereof on a full time basis or only on a part-time basis. This will be determined by Engineer's Agreement with Owner.

COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED:

SC-2.3

Delete the last sentence of paragraph 2.3. of the General Conditions and insert the following in its place:

In no event will the Contract Time commence to run later than the __120th__ day after the date of the Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier, (unless agreed otherwise by Owner and Contractor in writing).

BEFORE STARTING CONSTRUCTION:

SC-2.7

Delete paragraph 2.7. of the General Conditions in its entirety and insert the following in its place:

Before any Work at the site is started, Contractor shall deliver to Owner and Engineer certificates (and other evidence of insurance requested by Owner) which Contractor is required to purchase and maintain in accordance with the Contract Documents.

PHYSICAL CONDITIONS:

SC-4.2.1.

Delete paragraphs 4.2.1 and 4.2.2 of the General Conditions in their entirety and insert the following in their place:

4.2.1. Explorations and Reports: Reference is made to Division 1: General Requirements of the Specifications for the identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by Engineer in preparation of the Contract Documents. Contractor may rely upon the accuracy of any technical data contained in such reports that is specifically

referenced in Division 1: General Requirements as technical data that can be relied on by Contractor. Contractor may not rely upon nontechnical data, interpretations or opinions contained therein or upon the completeness thereof for Contractor's purposes. Except as indicated above and in paragraph 4.2.6, Contractor shall have full responsibility with respect to subsurface conditions at the site.

4.2.2. Existing Structures: Reference is made to Division 1: General Requirements of the Specifications for the identification of those drawings and physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities referred to in paragraph 4.3) which are at or contiguous to the site that have been utilized by Engineer in preparation of the Contract Documents. Contractor may rely upon the accuracy of the technical data contained in such drawings that is specifically referenced in Division 1: General Requirements as technical data that can be relied on by Contractor. Contractor may not rely upon non-technical data contained in such drawings or upon the completeness thereof for Contractor's purposes. Except as indicated above in this paragraph and in paragraph 4.2.6, Contractor shall have full responsibility with respect to physical conditions in or relating to such structures.

CONTRACTOR'S LIABILITY INSURANCE:

SC-5.3.

The limits of liability for the insurance required by paragraph 5.3 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

5.3.1. and 5.3.2. Worker's Compensation, etc. under paragraphs 5.3.1 and 5.3.2 of the General Conditions:

(1) State:	Statutory
(2) Applicable Federal (e.g. Longshoreman's and Harbour Workers' Compensation, Maritime, Jones Act, etc.):	Statutory
(3) Employer's Liability:	$ 1,000,000

5.3.3, 5.3.4, 5.3.5, 5.3.6. Comprehensive General Liability (under paragraphs 5.3.3 through 5.3.6 of the General Conditions):

(1) Bodily Injury (including completed operations and products liability):

$ 1,000,000	Each Occurrence
$ 3,000,000	Annual Aggregate

Property Damage:

$ 1,000,000	Each Occurrence
$ 1,000,000	Annual Aggregate
or a combined single limit of	$ 1,000,000

(2) Property Damage liability insurance will provide Explosion, Collapse and Underground coverage where applicable.

(3) Personal Injury, with employee exclusion deleted

$ 1,000,000	Annual Aggregate

5.3.7. Comprehensive Automobile Liability:

Bodily Injury:

$ 500,000	Each Person
$ 1,000,000	Each Occurrence

Property Damage:

$ 500,000	Each Occurrence
or a combined single limit of	$ 1,000,000

Add new paragraphs immediately after paragraph 5.3.7 of the General Conditions which are to read as follows:

5.3.8. Umbrella Excess Liability Insurance:

(1) $ 1,000,000 Each Occurrence
$ 1,000,000 Annual Aggregate

(2) The umbrella coverage shall be Following-Form being no more restrictive than coverage required for the underlying policies.

5.3.9. The comprehensive general liability insurance and umbrella insurance required under paragraph 5.3 and SC-5.3, and the contractual liability insurance required under SC-5.4, of the General Conditions shall include Owner and Engineer as additional insureds.

5.3.10 Prior to beginning work, Contractor shall provide Owner and Engineer with its Certificates of Insurance and endorsements naming Owner and Engineer as additional insureds in accordance with the requirements of the Contract Documents.

CONTRACTUAL LIABILITY INSURANCE:

SC-5.4.

The Contractual Liability Insurance required by paragraphs 5.4 of the General Conditions shall provide coverage for not less than the following amounts:

5.4.1. Bodily Injury:
$ 1,000,000 Each Occurrence
5.4.2. Property Damage:
$ 1,000,000 Each Occurrence
$ 3,000,000 Annual Aggregate

OWNER'S LIABILITY INSURANCE:

SC-5.5.

Delete paragraph 5.5 of the General Conditions in its entirety.

PROPERTY INSURANCE:

SC-5.6.

Delete paragraph 5.6 of the General Conditions in its entirety and insert the following in its place:

Contractor shall purchase and maintain on Projects with above ground structures, property insurance upon the Work at the site to the full insurable value thereof (subject to deductible amounts as may be provided in these Supplementary Conditions or required by Laws and Regulations). This insurance shall include the interests of Owner, Contractor, Subcontractors and Engineer in the Work (all of whom shall be listed as insured or additional insured parties), shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in these Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all risk" insurance or otherwise provided in these Supplementary Conditions, Contractor shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment. The policies of insurance required to be purchased and

maintained by Contractor in accordance with this paragraph 5.6 shall comply with the requirements of SC-5.8 and SC-5.9.

5.6.1. For all other Projects and portions of Projects not classified as above ground structures, Contractor shall add to the property insurance and/or maintain an Installation Floater with aggregate coverage of the total value of the Work.

5.6.2. When the Work includes the handling and installation of Owner furnished equipment, Contractor shall add to Property insurance or Installation Floater the amount of $ N/A which is the total value of the Owner furnished items.

SC-5.7.

Delete paragraph 5.7 of the General Conditions in its entirety and insert the following in its place:

5.7. Contractor shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by these Supplementary Conditions or Laws and Regulations which shall include the interests of Owner, Contractor, Subcontractors and Engineer in the Work, all of whom shall be listed as insured or additional insured parties.

5.7.1. Boiler and Machinery Policy Required. (None required by Owner this Project)

5.7.2. Additional Property Insurance Required. (None required by Owner this Project)

SC-5.8.

Delete paragraph 5.8 of the General Conditions in its entirety and insert the following in its place:

5.8. All policies of insurance (or the certificates or other evidence thereof) required to be purchased and maintained by Contractor in accordance with paragraphs 5.3 through 5.10 shall contain the following provision or endorsements:

5.8.1. The Owner shall be the trustee of all monies received as an insured loss and shall be so named.

5.8.2. That the coverage afforded will not be cancelled or materially changed or renewal refused until at least ten days' prior written notice of cancellation for nonpayment of premium, and thirty days prior written notice for other cancellations or material changes have been given to Owner and Engineer by certified mail and shall contain waiver provisions in accordance with paragraph 5.11.2.

SC-5.9.

Delete paragraph 5.9 of the General Conditions in its entirety and insert the following in its place:

5.9. The maximum deductible amount for the insurance provided in response to paragraphs SC-5.6 and SC-5.7 shall be $ 5,000.00 . The risk of loss within the deductible amount shall be borne by Contractor, Subcontractor or others suffering any such loss and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

SC-5.10.

Delete paragraph 5.10 of the General Conditions in its entirety.

ACCEPTANCE OF INSURANCE:

SC-5.14.

Delete paragraph 5.14 of the General Conditions in its entirety and insert the following in its place:

5.14. Owner shall review the coverage afforded by or other provisions of the insurance required to be purchased and maintained by Contractor after delivery of insurance certificates to Owner in accordance with paragraph 2.7 of the General Conditions. Contractor shall furnish to the Owner such additional information in respect of insurance provided by Contractor as the Owner may reasonably request.

5.14.1. Review of Insurance Policies or Insurance Certificates by the Owner shall not relieve or decrease the liability of the Contractor hereunder.

5.14.2. In case of the breach by Contractor of any insurance provision stated in the Contract Documents, the Owner, at his option, may take out and maintain, at the expense of the Contractor, such insurance as the Owner may deem proper and Owner may deduct the cost of such insurance from any monies which may be due or become due the Contractor under this Contract.

5.14.3. All the policies of insurance (or the certificates or other evidence thereof) required to be purchased and maintained by Contractor shall contain the name of the Project.

CONCERNING SUBCONTRACTORS, SUPPLIERS AND OTHERS:

SC-6.8.3.

Add the following paragraph to the General Conditions:

6.8.3. If the Bid Form or Specifications require (or if requested by Owner prior to the Notice of Award) the apparent Successful Bidder and any other Bidder so requested, shall submit a list of all Subcontractors, Suppliers and other persons or organizations (including those who are to furnish the principal items of material and equipment) in accordance with requirements of paragraph 10. of the Instructions to Bidders and Article 6.8.2. of the General Conditions.

SC-6.9.

Add the following language at the end of paragraph 6.9 of the General Conditions:

Owner or Engineer may furnish to any such Subcontractor, Supplier or other person or organization, to the extent practicable, evidence of amounts paid to Contractor in accordance with Contractor's Applications for Payment.

SC-6.13

When the Owner is a public agency, add the following at the end of paragraph 6.13 of the General Conditions:

Contractor shall obtain and pay for the following permits:

1. As Needed.

INDEMNIFICATION

SC-6.30

Delete paragraph 6.30 of the General Conditions in its entirety and insert the following in its place:

Contractor shall indemnify and hold harmless Owner and Engineer and their respective officers, and employees for liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract.

SC-6.31

Delete paragraph 6.31 of the General Conditions in its entirety.

PROJECT REPRESENTATION:

SC-9.3.1.

Add the following paragraph to the General Conditions:

9.3.1. If the Engineer furnishes a Resident Project Representative as per Article 9.3. of the General Conditions, the duties, etc. of the representative shall be as provided in the LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE as included in the Project Manual. If Owner designates another agent to represent Owner at the site who is not Engineer's agent or employee, the duties, responsibilities and limitations of authority of such other agent will be as presented at the Preconstruction Conference.

UNIT PRICE WORK

SC-11.9.3.

Delete paragraph 11.9.3 of the General Conditions in its entirety and substitute the following in its place:

11.9.3. Contractor may not make a claim for additional expenses incurred as a result of a difference between final quantity of any item(s) of Unit Price Work and the estimated quantity of such items(s) in the Contract Documents, unless specifically allowed in the Bid Form. Any adjustments specifically allowed shall be made in accordance with directions in the Bid Form.

WARRANTY AND GUARANTEE:

SC-13.1.

Change the second sentence of paragraph 13.1 of the General Conditions to read as follows:

Prompt notice of all observed defects shall be given to the Contractor.

TESTS AND INSPECTIONS:

SC-13.3.

Delete paragraph 13.3 of the General Conditions in its entirety and insert the following in its place:

Contractor shall give twenty-four hour notice to Engineer for all required inspections, tests or approvals, except as otherwise provided.

SC-16.

Delete Article 16-ARBITRATION of the General Conditions in its entirety.

PART 2 - ADDITIONAL SUPPLEMENTARY CONDITIONS

1. ATTACHMENTS:

The following forms included in the Project Manual shall be used by Contractor for submittals required by the Contract Documents (unless Owner accepts other form):

a. Construction Performance Bond (00610).

b. Construction Payment Bond (00620).
c. Notice of Compliance with Chapter 556, Florida Statutes (00630).

d. Contractor's Affidavit to Owner (00670).

e. Form of Application for Payment (00680).

f. This space left blank intentionally.

2. DESIGN PROFESSIONALS REPRESENTING OWNER AND/OR ENGINEER AND DIVISION OF RESPONSIBILITIES

a. Various Design Professionals (i.e. Civil, Structural, Mechanical, Electrical, Groundwater Hydrology, Environmental, Landscape Architect, Architect, etc.) as consultants to Owner and/or Engineer, prepared or assisted in the preparation of Drawings and Specifications for the Project. The Owner and/or Engineer may have the various Design Professionals provide services during construction phase of the Project. The Design Professionals will be representatives of the Owner and/or Engineer. Visits to the site by the Design Professionals will be on the basis of General Conditions Paragraph 9.2, VISITS TO SITE. Also General Conditions Paragraphs 9.13 through 9.16, LIMITATIONS ON ENGINEER'S RESPONSIBILITIES includes the various Design Professionals for this Project.

b. Communication to and from the various Design Professionals will be coordinated through the Engineer.

END OF SECTION

00820
SPECIAL CONDITIONS

CITY OF LAKE WORTH PURCHASING DEPARTMENT REQUIREMENTS

SPC-1 APPROVAL OF ACCOUNTING SYSTEM

Except with respect to firm fixed-price contracts, no contract type shall be used unless the Purchasing Manager has determined in writing that:

1) The proposed contractor's accounting system will permit timely development of all necessary cost data in the form required by the specific contract type contemplated; and

2) The proposed contractor's accounting system is adequate to allocate costs in accordance with generally accepted cost accounting principles.

SPC-2 RIGHT TO INSPECT PLANT

The City may, at reasonable times, inspect any part of the plant, place of business, or work site of a contractor or subcontractor which is pertinent to the performance of any contact awarded or to be awarded by the City.

SPC-3 RIGHT TO AUDIT RECORDS

1) Audit of Cost or Pricing Data: The City may, at reasonable times and places audit the books, documents, papers and records of any contractor who has submitted cost or pricing data to the extent that such books, documents, papers and records are pertinent to such cost or pricing data. Any person who receives a contract, change order or contract modifications for which cost or pricing data is required, shall maintain such books, documents, papers and records that pertinent to such costs or pricing data for three (3) years from the data of the final payment under the contract.

2) Contract Audit: The City shall be entitled to audit the books, documents, papers and records of a contractor or a subcontractor at any tier under any negotiated contract or subcontract other than a firm fixed-price contract to the extent that such books, documents, papers and records are pertinent to the performance of such contract or subcontract. Such books, documents, papers and records shall be maintained by the contractor for a period of three (3) years from the date of final payment under the prime contract and by the subcontractor for a period of three (3) years from the date of final payment under the subcontract.

3) Contractor Records: If a contract is being funded in whole or in part by assistance from a federal agency, then the contract shall include provisions:

   A) Requiring the contractor and subcontractor at any tier to maintain for three (3) years from the date of final payment under the contract all books, documents, papers and records pertinent to the contract; and

B) Requiring the contractor and subcontractor at any tier to provide to the City, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives access to such books, documents, papers and records for the purposes of examining. Auditing and copying them.

SPC-4 LOCAL VENDOR PREFERENCE

In the event the lowest responsive, responsible bidder or the highest ranked responsive, responsible proposer in the procurement of goods, services or construction is a non-LOCAL business, then all bids and or proposals from responsive, responsible LOCAL businesses to the same solicitation shall be adjusted by five (5) percent, solely for the purpose of determining bid/contract award. The bid price of LOCAL bidders will be adjusted downward by five (5) percent for purposes of ranking of bidders.

In no event, shall the application of this adjustment to a responsive quote or bid change the actual bid amount. Further, it will not cause the City to pay more than $15,000 above the amount bid by that non-local vendor, which would have been recommended for award if the local vendor preference had not been applied.

If the application of the five-percent local vendor preference causes the *evaluated local vendor price* to be less than the actual low-bid price, but the actual bid price of the local vendor is more than $15,000 higher than the actual low-bid price of a non-local vendor, then the non-local vendor submitting the actual low-bid, shall be viewed as the low-bidder, and be recommended for award, unless for reasons other than price, the bid is not found to be responsive and/or responsible.

The determination as to whether a bidder or proposer is a local or non-local business shall be made by the Purchasing Division, after confirming the vendor has a valid business tax receipt and certificate of occupancy, as reflected within the Business Master File of the city's ERP system. The bidder or proposer does not have to be a current vendor to the City (City as a customer) at the time of bidding/proposing, but must have been issued a business tax receipt applicable to the goods/services/ construction being requested, PRIOR to the due date/time for bids/proposals. Prior to making an award through the application of the local vendor preference, city staff may require a bidder or proposer to provide additional information at any time prior to the award.

A *LOCAL business*, for the purposes of the application of a local vendor preference, means a bidder or proposer which has a permanent, physical place of business within the city limits, and a valid business tax receipt applicable to the required goods, services, or construction items being procured. Post office boxes or locations at a postal service center are not verifiable and shall not be used for the purpose of establishing said physical address. If the business is a joint venture/partnership, it is sufficient for qualification as a LOCAL business if at least one party of the joint venture/partnership meets the test set forth in this Section.

Non-LOCAL business means a bidder or proposer which is not a LOCAL business as defined herein.

Permanent place of business means headquarters which are located within the city limits or a permanent office or other site located within the city limits from which a bidder or proposer will produce a substantial portion of the goods or perform a substantial portion of the services to be purchased. A post office box or location at a postal service center shall not constitute a permanent place of business.

SPC-5 CONTRACTOR'S START OF WORK & CHANGE OF SCOPE

1) The Contractor shall not perform work without a Purchase Order.

2) The Contractor shall not work out of scope without a signed, issued change order to the purchase order, authorizing the additional work and any change to the period of performance (Construction Contract Time).

SPC-6 APPROPRIATION OF FUNDS

This project is subject to approval and appropriation of funds by the City of Lake Worth Commission.

00840
LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

ENGINEER may furnish a Resident Project Representative (RPR), assistants and other field staff to assist ENGINEER in observing performance of the Work of the Contractor. RPR may only be part time on site, and CONTRACTOR shall coordinate with RPR as required in the Contract Documents.

Through on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. GENERAL

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. DUTIES AND RESPONSIBILITIES OF RPR

1. SCHEDULES: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.

2. CONFERENCES AND MEETINGS: Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

3. LIAISON:

   a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.

   b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.

4. SHOP DRAWINGS AND SAMPLES:

   a. Record date of receipt of Shop Drawings and samples.

   b. Receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of samples for examination.

c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.

5. REVIEW OF WORK, REJECTION OF DEFECTIVE WORK, INSPECTIONS AND TESTS:

a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.

b. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.

d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.

6. INTERPRETATION OF CONTRACT DOCUMENTS: Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.

7. MODIFICATIONS: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.

8. RECORDS:

a. Maintain at the job site or ENGINEER's office files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.

b. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

9. REPORTS:

a. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.

b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.

c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.

d. Report immediately to ENGINEER and OWNER upon the occurrence of any accident witnessed by RPR or that was otherwise made known to RPR.

10. PAYMENT REQUESTS: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to

ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. CERTIFICATES, MAINTENANCE AND OPERATION MANUALS: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.

12. COMPLETION:

a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.

b. Conduct final inspection in the company of ENGINEER, OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.

c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. LIMITATIONS OF AUTHORITY

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.

2. Shall not exceed limitations of ENGINEER's authority as set forth in the Contract Documents.

3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.

4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.

6. Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.

7. Shall not authorize OWNER to occupy the Project in whole or in part.

8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

END OF SECTION

00860
LIST OF DRAWINGS

The Drawings which form a part of the Contract Documents and show the Work to be performed are as follows:

Drawing Title	Drawing Number	No. of Sheets	Dated

NONE – See Figures at back of Project Manual.

SPECIFICATIONS
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SECTION 01000

GENERAL REQUIREMENTS

1.0 PROJECT LOCATION

A. The well site is along Alpine Avenue south of 6th Avenue South, Lake Worth, FL.

2.0 SCOPE OF WORK

A. The Work to be performed by the Contractor includes permitting, inspecting, furnishing all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to modify, construct, complete, deliver and place in operation the subject Project as shown on the Drawings and/or as herein described as specified. All Work to be in accordance with the Contract Documents.

3.0 REFERENCE POINTS

A. Horizontal and vertical control have been provided in the Drawings. All construction staking to be provided by the Contractor.

4.0 GRADES, DIMENSIONS, AND ELEVATIONS

A. Written dimensions have preference over scaled dimensions. All elevations are based on the 1929 National Geodetic Vertical Datum (N.G.V.D.).

5.0 EXISTING STRUCTURES AND UTILITIES

A. All known utilities have been shown on the Drawings according to the best information available. It is the Contractor's responsibility to contact all owners of structures or utilities above ground, on the surface, or below the ground, within the Project area so that said owners may stake or otherwise mark or protect their facilities. The Contractor must provide facilities and be responsible for the protection of all structures, buildings and utilities, underground, on the surface, or above ground against trenching, dewatering, or any other activity connected with the Work throughout the entire Contract Time.

B. When structures and utilities have been properly shown or marked and are disturbed or damaged in the execution of the Work, they must be repaired immediately in conformance with best standard practice and the approval of the owner of the damaged utility or structure. In the case of structures and utilities which have not been properly shown or located as outlined above and are disturbed or damaged in the prosecution of the Work, take whatever steps are necessary for safety and notify the affected utility owner and avoid any actions which might cause further damage to the structure or utility.

C. Should the Work require repairs, changes or modifications of the Owner's utilities as well as other utilities, it is the responsibility of the Contractor to provide for the maintenance of continuous water, sewage, electric, telephone and other utility services to all present customers of such utilities, unless approval in writing is secured from the applicable utility company or Owner for interruption of such service.

D. Contractor is responsible for verifying all vertical and horizontal locations of all existing utilities and structures, whether shown on the drawings or not, to verify any potential conflicts prior to ordering any materials.

6.0 QUALITY CONTROL

A. Testing Laboratory Services:

All tests and analyses, which are called for in the Specifications and/or Drawings to be performed by an Independent Testing Laboratory, will be at the Owner's expense unless otherwise specified, provided the tests and analyses determine that the material(s) and/or Work meets the requirements as specified. All such tests that fail to meet the Project requirements are to be paid by the Contractor. Contractor shall be responsible for scheduling test lab visits in a manner to limit costs of stand-by time and non-tests assessed because of minimum per visit charges. Such excessive costs will be paid by Contractor.

B. Field Observations:

Provide twenty-four (24) hour notification to the Engineer for all specified field observations, unless otherwise noted.

7.0 MOBILIZATION

A. Consists of the preparatory Work and operations in mobilizing for beginning Work on the Project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the Project site, and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities, as required by these Specifications, and State and local laws and regulations.

The costs of bonds, insurance and any other pre-construction expenses necessary for the start of the Work, excluding the cost of construction materials, is to be included in Mobilization.

B. When the Bid Form includes a separate pay item for Mobilization, partial payments will be made in accordance with the following:

Percent of Contract Price Less Mobilization Earned	Allowable Percent of the Lump Sum Price of Mobilization
5	25
10	50
25	75
50	100

The standard retainage will be applied to these payments. Previous payments for Mobilization and unpaid amounts on Allowances will not be considered in calculating the percent of the Contract Price earned. Payments will be made in stepped increments as shown and will not be interpolated between steps.

C. When the Bid Form does not include a separate item for Mobilization, all Work and incidental costs specified as being covered under Mobilization is to be included for payment under the several scheduled items on the Bid Form, and no separate payment will be made therefor.

8.0 MAINTENANCE OF TRAFFIC

A. In the Contractor's use of streets and highways for the Work to be done under these Specifications, conform to all Municipal, County, State and Federal laws and regulations as applicable. Provide, erect and maintain effective barricades, warning lights, and signs on all intercepted streets or highways for protection of the Work and safety of the public. All barricades or obstructions which encroach on or are adjacent to the public rights of way should be provided with lights which are illuminated at all times between sunset and sunrise.

B. Contractor shall schedule Work to cause minimum disturbance of normal pedestrian and vehicular traffic and be responsible for providing suitable means of access to all public and private properties during all stages of the construction. Other than for an emergency safety condition, the Contractor must contact the Owner and Engineer for approval prior to completely blocking off any street to vehicular traffic during construction. Contractor shall provide written notification to emergency, police, fire and other appropriate agencies at least 24 hours in advance of new work or changed work.

C. Maintain traffic in accordance with Section 102 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2007 Edition, except as follows:

1. Contractor is responsible for preparing a Maintenance of Traffic plan. Submit plan for Owner or roadway authority (City, County, D.O.T.) review.

   The Maintenance of Traffic plan must be prepared by a person who is certified by an FDOT certified school or an engineer licensed in the State of Florida.

2. When the Bid Form does not include a separate item for Maintenance of Traffic, the costs are to be included for payment under the several scheduled items on the Bid Form, and no separate payment will be made.

9.0 PLACING EQUIPMENT INTO SERVICE

A. Do not operate or place into service or energize, electrical and mechanical equipment until approved by the Owner and Engineer. Such approval may be granted only after all interested parties have been duly notified, have given approval for placing the equipment into service, and all interested parties are present or waived their right to be present. Contractor shall provide, in writing, seventy-two (72) hour notification for all item and equipment start-ups.

10.0 SALVAGEABLE MATERIAL

A. All salvageable material and/or equipment removed as a part of the Work for which specific use, relocation or other disposal is not specifically noted on the Drawings or otherwise specified, must be disposed of by the Contractor. All material and/or equipment not in salvageable condition as determined by the Engineer, must be disposed of by the Contractor. The actual storage site for salvageable material will be designated by the Owner.

11.0 BORING LOGS, OTHER REPORTS AND DRAWINGS UTILIZED BY ENGINEER

A. Boring Logs, other reports and Drawings utilized by Engineer, if attached at the end of these Specifications, are provided for Contractor's information in accordance with paragraph 4. of the Instructions to Bidders and are not a part of the Contract Documents. There is no technical data in the Boring Logs, other reports or Drawings that should be relied on by the Contractor. There also were no other reports or drawings utilized by Engineer in preparation of the Contract Documents that contained data that could be relied on by the Contractor.

12.0 DISPOSAL OF EXCAVATED MATERIALS AND DEBRIS

A. All excess excavated material and debris not required for backfill (unless otherwise noted), broken pipe, sidewalks, curbs and other concrete items, together with all roots, boards and other debris are to be disposed of by the Contractor at an appropriate legal site.

13.0 TEMPORARY CONTROLS AND FACILITIES

A. The Contractor is responsible for compliance with all NPDES regulations including submitting a Pollution Prevention Plan, submitting a Notice of Intent, conducting maintenance and inspection of controls, erosion and sediment controls and submitting a Notice of Termination.

B. As part of the Work, the Contractor shall be responsible for applying for, obtaining and complying with all required dewatering permits. Contractor shall notify South Florida Water Management District (SFWMD) prior to all dewatering activities. All dewatering shall meet SFWMD requirements.

C. Contractor shall install all turbidity control devices required by SFWMD, if necessary. Contractor shall notify SFWMD for inspection of turbidity control devices prior to any construction activities.

14.0 CONSTRUCTION SCHEDULE MEETINGS

A. Contractor shall submit a construction schedule in accordance with the General Conditions. Contractor's Project Manager and a representative of subcontractors performing work at the time of the meeting shall attend a coordination/progress meeting a minimum of once a month, as designated by the Owner, at the Owner's office during the progress of the Work. Contractor shall submit an updated construction schedule to the Engineer at each coordination/progress meeting.

15.0 MISCELLANEOUS

A. This space left intentionally blank.

B. All bolts, nuts, washers, etc. and miscellaneous hardware shall be 316 stainless steel, unless otherwise indicated.

16.0 CONTRACTOR'S SUBMITTALS

A. Contractor shall be required to submit, with a letter of transmittal to the Engineer, a minimum of eight (8) copies of each checked and approved shop drawing, mix report, laboratory results, etc., where required in the specifications, Drawings or as appropriate, in lieu of the five (5) copies specified in Article 6 of the General Conditions or as specified elsewhere in these Specifications. Of the ten copies submitted, two copies will be returned to the Contractor for the Contractor's use. If the Contractor requires any additional approved copies, the Contractor shall submit additional copies at the time of initial submission. Allow a minimum of two weeks from date of receipt for review by the Engineer. Review of shop drawings will be general and will not relieve the Contractor from any responsibility.

B. Contractor shall be required to submit, with a letter of transmittal to the Engineer, for review and approval, four (4) hard copies and four (4) copies in CD format of each Operation and Maintenance Manual for all equipment, regardless of the number of submittals specified elsewhere in these Specifications.

17.0 CONSTRUCTION SEQUENCE

A. In addition to requirements of the Specifications and Drawings, the Contractor shall submit Construction Schedule and Project Phasing and Temporary Facilities Plan to Engineer which will include coordination of the various elements of the Work.

18.0 PROTECTION AND RESTORATION OF SURVEY MONUMENTS

A. The Contractor shall be responsible for protecting and restoring all land and property corners, such as section corners, ¼ section corners, property corners or block control points, and for maintaining all horizontal and vertical control points. All surveying work shall be the responsibility of the Contractor and shall be performed under the supervision of a Florida Professional Surveyor and Mapper. Survey points that will be destroyed during construction shall be properly referenced and replaced at the Contractor's expense with permanent monuments approved by the ENGINEER.

19.0 ALLOWANCES

A. General Allowance: The work to be paid under this item may cover unforeseen and unanticipated costs associated with the work. Use of the General Allowance requires written authorization by the Owner prior to performing any work under this item. Any unused portion of the General Allowance will be credited to the Owner at the time of final payment.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances or any credit due for unused allowance balances, and the Contract Price shall be correspondingly adjusted.

20. ORDER OF PRECEDENCE

A. The Order of Precedence shall follow the order as set forth in Article B Contract Documents, page 00500-3 and 00500-4 of the Agreement.

B. In the case of a discrepancy between any of the Contract Documents, the most restrictive requirement shall govern unless otherwise determined by the Engineer.

C. In the event that a conflict cannot be resolved by the methods listed in paragraph A or B above, the Engineer shall review the dispute and issue a clarification to resolve the issue. The Engineer's decision shall be binding on all parties. In general the Engineer will consider the overall intent of the project as presented in the contract documents, and render a decision consistent with the overall project objectives.

END OF SECTION

SECTION 01010

SUMMARY OF WORK

PART I GENERAL

1.01 WORK COVERED IN CONTRACT DOCUMENTS

A. *Project Background:* The City of Lake Worth's Surficial Aquifer Well LW-9R was originally constructed in 2005 as a replacement to well LW-9. Well construction details for LW-9R are as follows:

- 20-inch diameter schedule 40 PVC surface casing to 191 feet
- 12-inch and 14-inch diameter schedule 40 PVC riser casing to 191 feet
  - 14-inch diameter riser casing to 120 feet
  - 12-inch diameter riser casing from 120 to 191 feet
- 0.100-inch slot, 304 stainless steel well screen from 191 feet to 253 feet (62 feet length)

In 2011, well sand production increased significantly, necessitating well rehabilitation. A 2012 well video (included in attachment A) indicated missing gravel pack in sections of the well screen. A rehabilitation in 2013 was attempted to remove the well screen and casing.

The scope of work for this project will include the removal of well screen and riser casing string, re-drilling of the screened interval, and re-installation of well screen (salvaged and/or new), riser casing string (salvaged and/or new), and gravel pack. The detailed scope of work for this project is outlined below and in the following project specifications.

B. Furnish all labor, equipment, and materials necessary to rehabilitate one (1) Surficial aquifer production well (LW-9) for the City of Lake Worth (OWNER) for the City of Lake Worth Water Treatment Plant in Lake Worth, Florida. The well site location is shown on the attached project drawings. Well construction will include well construction permitting, well site preparation, removal of the existing casing and well screen, removal of fill from the existing borehole, re-installation of riser casing and well screen (either salvaged from the original construction or replaced with new), installation of gravel, well development and testing, well video logging, removal and re-installation of well pump wellhead piping assemblies, electrical service and controls, restoration of well site, and all

incidental work as described herein and as shown on the attached project drawings.

C. Following removal, the existing well screen and riser casing string shall be inspected by the OWNER and CONTRACTOR. The amount of salvageable materials shall be established by the OWNER and CONTRACTOR. The unsalvageable screen and casing materials shall be replaced by the CONTRACTOR with new-unused materials and the complete reassembled string of casing and screen shall be reinstalled in the well by the CONTRACTOR. The new riser casing and screen materials provided by the CONTRACTOR shall be paid for at the applicable unit prices as listed in the Bid Form. Installation of the complete casing string and well screen shall be paid for at the applicable lump sum price as listed on the Bid Form.

D. Only potable quality water will used for well construction. Water necessary for construction activities shall be provided by the OWNER at no cost to the CONTRACTOR. Wasteful use of OWNER'S water by CONTRACTOR will forfeit CONTRACTOR'S free use of OWNER'S water and CONTRACTOR will be required to purchase water elsewhere. Wasteful use of water will be defined and determined by the OWNER. If required, CONTRACTOR shall obtain a temporary construction meter from the OWNER for use during construction. The meter must be locked at all times except while in use by the CONTRACTOR.

E. The CONTRACTOR shall be responsible for all labor, materials, transportation, tools, supplies, equipment, and appurtenances necessary to rehabilitate, construct, develop, and test the well as specified herein. In general, all methods and material used under this construction shall be in accordance with the latest revisions of the American Water Works Association Standard for Wells (AWWA A100-06) and the National Water Well Association Standards as they apply to the particular needs or conditions encountered in the proposed work.

2.01 WORK BY OTHERS

A. The CONTRACTOR will diligently perform the scope of work independently of all others who may perform concurrent tasks during execution of the scope of work.

B. The OWNER reserves the right to add to the work in accordance with the Contract Documents.

C. Access to the well site and work areas shall be limited to the areas shown on the project drawings and as discussed in the pre construction meeting(s).

D. The OWNER's representative reserves the right to, throughout the construction process, perform onsite inspections of the CONTRACTOR and construction process. Documentation of work may include, but not be limited to, detailed documentation of daily work performed by the CONTRACTOR, and photographs and/or videos of critical phases of well construction, development, and testing.

3.01 WORK SEQUENCE

A. CONTRACTOR must contact the Palm Beach County Health Department and submit applicable portions of the "Well Construction Permit Application", and any others required for construction/rehabilitation as filed by the OWNER and Engineer prior to commencement of well drilling activities.

B. Sequence of work is described in Section 02720 Well Construction Sequence and discussed at the Pre-Construction meeting. The CONTRACTOR shall be prepared to perform the sequence as outlined in the Specifications. An alternative sequence of work may be considered if the proposed sequence is of benefit to the OWNER.

C. Normal working hours shall be compliant with the City Code. Should the CONTRACTOR desire to carry on his work at night or outside regular working hours, the CONTRACTOR shall submit written notice to the OWNER/ENGINEER for prior approval and allow a minimum of 48 hours for satisfactory arrangements to be made and for inspecting the work in progress.

D. The CONTRACTOR shall diligently perform the scope of work independently of all others who may perform concurrent tasks during execution of the scope of work.

- Substantial Completion: 60 calendar days
- Final Completion: 90 calendar days from Notice to Proceed

END OF SECTION

SECTION 01025

MEASUREMENT AND PAYMENT

PART I GENERAL

1.01 GENERAL REQUIREMENTS

A. The CONTRACTOR shall furnish all labor, equipment and material required to complete the rehabilitation, development and testing of Surficial Aquifer Production Well (LW-9R) for the City of Lake Worth (OWNER).

B. The unit prices extended to the actual quantities of the items used and installed for the construction of the well as stated in the Contract shall be considered payment in full for the completion of all work.

C. The unusable removed 0.100-inch slot well screen, 12-inch and 14-inch diameter riser casing (if applicable) shall be disposed by the CONTRACTOR as outlined in project specifications. The cost for disposal of all well materials shall be included in the lump sum price for removal of well screen, casing, as outlined in the Bid Form and Measurement and Payment sections.

PART II PRODUCTS (NOT USED)

PART III EXECUTION

1. **PAY ITEM NO. 1 - BONDS AND INSURANCE**

The costs of bonds, and any required insurance for the start of work shall be paid for at the Contract Lump Sum Price as listed on the Bid Form.

2. **PAY ITEM NO. 2 – MOBILIZATION/DEMOBILIZATION/GENERAL CONDITIONS**

The work specified in this item consists of the work and operations necessary in mobilizing and demobilizing for the work as described by the contract documents, including but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to and from the project site, as required by these specifications, including but not limited to, staging and storage areas, security facilities and services, establishment/de-establishment of temporary environmental controls, sanitary facilities, and the special provisions made by State and local laws and regulations, including sanitary facilities, safety, noise abatement, and any other pre- or post- construction expense necessary for starting and completing the work. This item also includes any costs incurred to comply

with the General Conditions of the contract. Payment for this item shall be made at 50% of the Contract Lump Sum Price following completion of mobilization and 50% following completion of demobilization to and from the well site and acceptance by the OWNER. The Contract Lump Sum Price for mobilization/demobilization shall not exceed 15% of the total contract price.

3. **PAY ITEM NO. 3 – GENERAL ALLOWANCE**

This item shall apply to items agreed to by the ENGINEER and OWNER that are not otherwise covered in the Contract Bid Items, or where additional monies are necessary due to unforeseen circumstances, strictly out of the control of the CONTRACTOR. Application for payment of any monies in this allowance fund must be approved in writing by the ENGINEER and OWNER before any monies can be expended from this pay item. Any monies not used from this allowance shall not be paid to the CONTRACTOR, and shall remain with the OWNER at the conclusion of the project.

4. **PAY ITEM NO. 4 – REMOVE AND RE-INSTALL WELLHEAD AND PUMP DISCHARGE APPARATUS**

This item shall include removal and re-installation of well pump, wellhead piping assemblies, electrical service and controls to pre-construction conditions or better, as specified in contract documents. Payment shall be made at the Contract Lump Sum Price for the complete pump removal, re-installed and testing as witnessed and accepted by OWNER. Proper operation of the installed pump must be demonstrated to the OWNER.

5. **PAY ITEM NO. 5 - VIDEO LOG**

Acceptable video logs will be paid for at the unit price as listed in the Bid Form, including time, equipment and materials necessary to complete the work as described in SECTION 02765. Payment of this item will be made at the Contract Unit Price as listed on the Bid Form.

6. **PAY ITEM NO. 6 – REMOVE EXISTING WELL SCREEN AND RISER CASING**

The existing stainless steel well screen and riser casing string will be completely removed by the CONTRACTOR. The existing 20-inch casing shall remain in place, undamaged. Payment for this item shall be at the Contract Lump Sum Price after the complete removal and disposal of the well screen and riser casing string (if applicable) has been completed and accepted by the OWNER. This pay item shall also include time during which the OWNER, ENGINEER, and CONTRACTOR shall evaluate the condition and feasibility of use of the removed well screen and riser casing string.

7. **PAY ITEM NO. 7 – CLEAN OUT NOMINAL 17-INCH DIAMETER BOREHOLE**

This pay item includes the complete cleaned mud rotary borehole to a total depth of 253 feet as approved by the ENGINEER. The cleanout of the borehole shall be paid for at the Contract Lump Sum Price, as accepted by the ENGINEER, as listed on the Bid Form. The said Contract Lump Sum Price shall include but not be limited to the furnishing of all material, labor and equipment necessary to complete the work as described in SECTION 02740.

8. **PAY ITEM NO. 8 – INSTALL WELL SCREEN AND RISER CASING STRING (SALVAGED AND/OR NEW) TO A TOTAL DEPTH OF 253 FEET**

This pay item includes the complete installation of well screen and riser casing string to a total well depth of 253 feet. This item will be paid for at the Contract Lump Sum Price as listed in the Bid Form and will be based on the actual units installed, including time, all labor, equipment, approved couplings, centralizers, and all materials to properly install the screen and riser casing as described in SECTION 02745 and 02750.

9. **PAY ITEM NO. 9 – FURNISH AND INSTALL GRAVEL PACK**

Gravel pack installation will be paid for at the Contract Unit Price per cubic foot as listed in the Bid Form, including time, all labor, equipment and materials necessary for proper installation throughout well construction. Payment will be based on the actual units installed as described in SECTION 02750.

10. **PAY ITEM NO. 10 – AIRLIFT DEVELOPMENT**

Airlift Development shall be paid for at the Contract Unit Price per hour as listed on the Bid Form of actual airlift performed as approved by the ENGINEER and described in SECTION 02760. The said Contract Unit Price shall include but not be limited to the furnishing of all material, labor and equipment necessary to complete development as specified. Only time approved by the ENGINEER will be paid for under this pay item.

11. **PAY ITEM NO. 11 – JETTING WITH SIMULTANEOUS AIRLIFT DEVELOPMENT**

Jetting with simultaneous airlift development shall be paid for at the Contract Unit Price per hour as listed on the Bid Form actual jetting and simultaneous airlift performed as approved by the ENGINEER and described in SECTION 02760. The said Contract Unit Price shall include but not be limited to the furnishing of all material, labor and equipment necessary to complete

development as specified. Only time approved by the ENGINEER will be paid for under this pay item.

12. **PAY ITEM NO. 12 – WELL PUMP DEVELOPMENT**

Well pump development shall be paid for at the Contract Unit Price per hour as listed on the Bid Form of actual pump development time and, and approved by the ENGINEER. The said Contract Unit Price shall include but not be limited to the furnishing of all material, labor and equipment necessary to complete development as described in SECTION 02760.

13. **PAY ITEM NO. 13 – STEP RATE PUMP TEST**

The pumping test will be paid for at the Contract Unit Price per hour of actual pumping time, as listed in the Bid Form. The said unit price shall include the furnishing of all material, labor and equipment necessary to complete the test as described in SECTION 02775. Payment begins upon initiation of pumping and ends at completion of pumping. Payment will be based on the actual hours of pump testing as approved by the ENGINEER.

14. **PAY ITEM NO. 14 – REMOVAL OF FILL FROM WELL SCREEN**

This pay item includes the work required to clean out fill from the well screen following well video logging, as described in the specifications, to the total drilled depth to the satisfaction of the ENGINEER. Payment shall be at the Contract Unit Price per hour as listed on the Bid Form for reverse air clean out of the well screen. The Contract Unit Cost Price per hour shall include only hours of actual reverse air clean out of the hole as approved by the ENGINEER, and all material, labor, equipment and preparations necessary to complete the scope of work as specified.

15. **PAY ITEM NO. 15 – WELL DISINFECTION**

This pay item shall include, but not be limited to, all equipment, materials and labor to satisfactorily disinfect the well, construct and remove easily accessible sampling points, bacteriological sampling and testing as required by SECTION 02780, State and Local laws and regulations as related to this pay item. The CONTRACTOR is solely responsible for all costs associated with the re-chlorination, re-sampling, and re-testing as needed to satisfactorily disinfect the well and obtain passing and acceptable water quality test results as described in SECTION 02780, State and Local laws and regulations. Payment of this item will be made at the Contract Lump Sum Price for satisfactory disinfection as listed on the Bid Form.

16. **PAY ITEM NO. 16 – SITE RESTORATION**

This pay item shall include all labor, materials and equipment necessary to restore the well sites and all other areas affected by construction activities to the grades and conditions existed prior to construction or better. Payment shall be made at the Contract Lump Sum Price as listed on the Bid Form.

Following removal, the existing well screen and riser casing string shall be inspected by the OWNER and CONTRACTOR. The amount of salvageable materials shall be established by the OWNER and CONTRACTOR. If the existing well screen and casing materials are determined to be unsalvageable by the OWNER, the CONTRACTOR shall replace the well screen and/or riser casings with new-unused materials to be paid for at the applicable unit prices as listed in the Bid Form and outlined below.

17. **PAY ITEM NO. 17 – FURNISH NEW 12-INCH DIAMETER STAINLESS STEEL WELL SCREEN**

The actual length of new 12-inch diameter stainless steel well screen installed and accepted will be the actual measured quantities, below land surface, specified by the ENGINEER as listed in the Bid Form. It will be paid for at the Contract Unit Price per foot as listed in the Bid Form for furnished material only, as approved by the ENGINEER and described in SECTION 02750.

18. **PAY ITEM NO. 18 – FURNISH NEW 12-INCH DIAMETER PVC RISER CASING**

The actual length of new 12-inch diameter schedule 40 PVC riser casing installed and accepted will be the actual measured quantities, below land surface, specified by the ENGINEER as listed in the Bid Form. It will be paid for at the Contract Unit Price per foot as listed in the Bid Form for furnished material only, as approved by the ENGINEER and described in SECTION 02745 and 02750.

19. **PAY ITEM NO. 19 – FURNISH NEW 14-INCH DIAMETER PVC RISER CASING**

The actual length of new 14-inch diameter schedule 40 PVC riser casing installed and accepted will be the actual measured quantities, below land surface, specified by the ENGINEER as listed in the Bid Form. It will be paid for at the Contract Unit Price per foot as listed in the Bid Form for furnished material only, as approved by the ENGINEER and described in SECTION 02745 and 02750.

END OF SECTION

SECTION 02671

WELL CONSTRUCTION SEQUENCE

PART I GENERAL

1.01 SCOPE OF WORK

The following construction sequence applies to the construction and testing of replacement potable drinking water well (LW-9) for the City of Lake Worth. The scope of work will include the rehabilitation of a 12-inch diameter well, including include well construction permitting, well site preparation, removal of the existing casing and well screen, removal of fill from the existing borehole, re-installation of riser casing and well screen (either salvaged from the original construction or replaced with new), installation of gravel, well development and testing, well video logging, removal and re-installation of well pump wellhead piping assemblies, electrical service and controls, restoration of well site, and all incidental work as described herein and as shown on the attached project drawings.

PART II PRODUCTS (NOT USED)

PART III EXECUTION

3.01 CONSTRUCTION SCHEDULE

A. The construction schedule shall be met based on day work in accordance with local ordinances and excludes nights, weekends and Federal holidays. The CONTRACTOR will perform work on the site only within the designated official working hours unless otherwise approved by the ENGINEER.

B. The CONTRACTOR shall procure all permits, certificates, and licenses required by law for the execution of the work and complete the work within the construction schedule. The CONTRACTOR shall comply with all federal, state, and local regulations and ordinances relating to the execution of the work. The ENGINEER must be furnished a copy of the permit prior to commencing work.

3.02 WELL CONSTRUCTION SEQUENCE

A. Mobilize to the site and prepare the construction site for site work. Set up drilling rig and support equipment within the area shown on the project drawings or as approved by the ENGINEER. The CONTRACTOR shall perform all mobilization related work as needed to perform the drilling in an efficient and safe manner. The CONTRACTOR shall perform all necessary

site preparations, coordination and drilling support operations planning prior to initiating drilling so that the CONTRACTOR will contain drilling mud and drill cuttings within the site boundaries.

B. CONTRACTOR shall remove external piping, fittings, valves, wellhead assembly, pump column, and pump and secure exposed wiring from harm during site activities. The removed pump may be stored at the Lake Worth Water Treatment Plant during the out-of-service period. Other existing improvements at the well site shall be removed, as needed, with prior approval by the OWNER. During the period of the contract, the CONTRACTOR will protect all well appurtenances removed by the CONTRACTOR; protect all remaining improvements; and protect and equipment loaned to the CONTRACTOR. Additionally, the CONTRACTOR shall continue to secure the well site within his scope of work and prevent unauthorized access at all times. When the CONTRACTOR is offsite, the wellhead shall be sealed and watertight. Temporary wellhead seals shall be bolted in place and inaccessible to prevent unauthorized entry into the well.

The CONTRACTOR will advise the OWNER of any device or appurtenances known by the CONTRACTOR to be broken or unstable upon discovery. The CONTRACTOR shall replace, at the CONTRACTOR'S expense, items that are broken or rendered unusable as a result of actions by the CONTRACTOR.

C. The CONTRACTOR shall perform a pre-construction down hole camera video log of the casing and screen. Video log shall be in accordance with SECTION 02765, BOREHOLE VIDEO LOG.

D. The CONTRACTOR shall remove the existing 12-inch diameter well screen and riser casing string (12-inch and 14-inch diameters). The existing 20-inch diameter surface casing shall remain in place and undamaged.

E. Following removal, the existing well screen and riser casing string shall be evaluated and inspected by the OWNER and CONTRACTOR. The amount of salvageable materials shall be established by the OWNER and CONTRACTOR. The unsalvageable screen and casing materials shall be replaced by the CONTRACTOR with new-unused materials and the complete reassembled string of casing and screen shall be reinstalled in the well by the CONTRACTOR. The new riser casing and screen materials provided by the CONTRACTOR shall be paid for at the applicable unit prices as listed in the Bid Form.

F. Perform a down hole camera video log of the 20-inch diameter well casing. Video log shall be in accordance with SECTION 02765, BOREHOLE VIDEO LOG.

G. The CONTRACTOR shall clean out the existing borehole using a nominal 17-inch diameter bit to the total well depth of 253 feet using the mud rotary method. A staged bit shall be used that includes an 8-inch diameter lead bit placed below the reaming bit assembly. Drilling shall be performed in accordance with SECTION 02740, DRILLING.

H. The CONTRACTOR shall prepare the borehole for screen and riser casing installation by circulating the drilling fluid until all drill cuttings have been removed.

I. The CONTRACTOR shall install well screen and riser casing (salvaged and/or new) to 253 feet, as directed by the ENGINEER. The top of the screen shall be fitted to 12-inch diameter schedule 40 PVC riser casing. Screen and riser casing construction, assembly and installation will be in accordance with SECTION 02750 WELL SCREEN AND GRAVEL PACK AND SECTION 02745 WELL CASING.

J. Furnish and install gravel pack in the annular space between the screen and the borehole. Gravel pack sample and grain size analysis shall be submitted by the CONTRACTOR for approval by the ENGINEER. Gravel shall be placed using the tremmie method and continually flushed with water to a depth above the top of the screen as indicated in project drawings and SECTION 02750, WELL SCREEN AND GRAVEL.

K. Develop the well using a combination of compressed airlift development, high velocity water jetting with simultaneous airlift development, and pump development. Initial development shall be performed using air lift alone to stabilize the gravel pack. Following initial airlift shall be high velocity water jetting with simultaneous airlift. After gravel pack has stabilized, perform pump development until well meets development criteria for sand and silt content as approved by the ENGINEER. All well development shall be performed in accordance with SECTION 02760, DEVELOPMENT.

L. Conduct a three step, variable rate pumping test to measure drawdown, well efficiency and water quality. A submersible test pump shall be installed according to the ENGINEER recommended pump setting depth. Pump testing shall be in accordance with SECTION 02775, PUMPING TESTS.

M. Perform a down hole camera video log of the casing and screen interval. Video log shall be in accordance with SECTION 02765, BOREHOLE VIDEO LOG.

N. Clean out all development solids from the base of well screen if necessary, as determined by ENGINEER.

O. Following the well rehabilitation, re-install any of the equipment previously

removed to its original condition or better unless approval not to do so is given in writing by the OWNER or the ENGINEER.

P. The CONTRACTOR shall disinfect the well as soon as installation of the well pump, pump column, wellhead are completed, or at another time if instructed to do so by the ENGINEER. The CONTRACTOR shall be required to provide labor, equipment and materials to allow for the OWNER to perform sample collection and analysis sufficient to pass disinfection requirements accordance with SECTION 02780, WELL DISINFECTION.

Q. Perform complete site restoration to pre-construction condition or better, as described in project specifications.

END OF SECTION

SECTION 02725

SUBMITTALS

PART I GENERAL

1.01 WORK INCLUDED

Submit to the ENGINEER shop drawings, project data and samples required by specification sections.

1.02 SCHEDULE

CONTRACTOR shall prepare and submit, with Construction Schedule, a separate schedule listing dates for submission of shop drawings and projected return dates.

PART II PRODUCTS

2.01 PROJECT DATA

A. Manufacturer's standard schematic drawings:

1. Modify drawings to delete information that is not applicable to project.

2. Supplement standard information to provide additional information applicable to project.

3. All proposed products for well construction.

4. Proposed construction of transition coupling from screen to riser casing.

B. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data.

1. Clearly mark each copy to identify pertinent materials, products or models.

2. Show dimensions and clearances required.

3. Show performance characteristics and capacities.

C. A list of materials and equipment for the disposal of formation water.

D. A list of drilling equipment, settling tanks, and pumping equipment to be used for the construction of the well.

E. Documentation of welder's certification.

F. Flow meter calibration certificates.

2.02 SAMPLES

Physical examples to illustrate materials, equipment or workmanship and to establish standards by which completed work is judged, including but not limited to gravel pack material.

PART III EXECUTION

3.01 CONTRACTOR RESPONSIBILITIES

A. Review Shop Drawings, Project Data and Samples prior to submission.

B. Verify:

1. Field measurements.

2. Field construction criteria.

3. Catalog numbers and similar data.

C. Coordinate each submittal with requirements of Work and of Contract Documents.

D. Notify ENGINEER, in writing at time of submission, of deviations in submittals from requirements of Contract Documents.

E. Begin no work that requires submittals until return of submittals with ENGINEER's stamp and initials or signature indicating review.

F. After ENGINEER review, distribute copies as required.

3.02 SUBMISSION REQUIREMENTS

A. Schedule submissions at least 14 days before dates reviewed submittals will be needed.

B. Submit 8 copies of Shop Drawings, Project Datum and Samples which CONTRACTOR requires for distribution plus 4 copies that will be retained by the ENGINEER.

C. Accompany submittals with transmittal letter, in duplicate, containing:

1. Date.

2. Project title and number.

3. CONTRACTOR's name and address.

4. Notification of deviations from Contract Documents.

5. Other pertinent data.

D. Submittals must include:

1. Date of submittal and revision dates.

2. Project title and number

3. The names of:
   a. Engineer
   b. Contractor
   c. Subcontractor
   d. Supplier
   e. Manufacturer
   f. Separate detailer when pertinent

4. Identification of product or material.

5. Relation to adjacent structure or materials.

6. Field dimensions, clearly identified as such.

7. Identification of deviations from Contract Documents.

8. CONTRACTOR's stamp, initialed or signed, certifying to review of submittal, verification of field measurements and compliance with Contract Documents.

3.03 RESUBMISSION REQUIREMENTS

A. Shop Drawings:

1. Revise initial drawings as required and resubmit as specified for initial submittal.

2. Indicate on drawings any changes which have been made other than those requested by ENGINEER.

B. Project Data and Samples:

Submit new datum and samples as required for initial submittal.

END OF SECTION

SECTION 02740

WELL DRILLING

PART I GENERAL

1.01 SCOPE OF WORK

This section covers the work, materials, and equipment necessary for drilling the borehole for the production well.

1.02 SUBMITTALS

A. A list of any drilling additives intended for use on this project shall be submitted to the ENGINEER prior to drilling activities.

B. A list of drilling equipment to be used on this project shall be submitted to the ENGINEER prior to mobilization, including drill bit diameters and dimensions of staged bit assemblies proposed for drilling.

C. Location for disposal of waste solids.

D. Drilling fluid solids management system specifications, mud pump type and pump curve, and anticipated up-hole mud velocities during drilling shall be submitted to the ENGINEER.

PART II PRODUCTS

2.01 DRILLING EQUIPMENT

A. All equipment shall be in good working condition and suitable for the proposed work. The CONTRACTOR will provide assurances that he has the proper equipment to adequately complete the project and overcome possible complications. The CONTRACTOR shall provide all materials, equipment and labor reasonably inferable and required for proper completion of the work whether specifically outlined in the Contract Documents or not.

B. The OWNER will reserve the right to inspect the equipment of each CONTRACTOR submitting a bid as a part of the evaluation of bids.

C. The CONTRACTOR will provide all tools, bits, and all other necessary equipment for drilling.

D. Drilling equipment shall be capable of performing applicable drilling methods within the established time of construction.

E. The CONTRACTOR will take special precautions to reduce to a minimum the nuisances and damage to property which could result from working adjacent to a road. Any damage to public or private property will be immediately repaired or paid for by the CONTRACTOR at no expense to the OWNER. Equipment, tools and materials will be located in places where they will produce a minimum of nuisance. CONTRACTOR will take appropriate action to minimize noise, light and other nuisances caused by the drilling operation. The appropriate warning signs will be posted on the streets and the appropriate police will be informed of the location of the construction site.

2.02 DRILLING FLUID

The CONTRACTOR will provide all drilling fluids, water, and additives as required. ENGINEER approved non-potable water added to the well will have a minimum chlorine residual of 50 ppm.

2.03 TEST AND SAMPLING EQUIPMENT

A. Provide equipment for measuring drilling fluid properties including a marsh funnel, viscosimeter, filter press and a fluid density balance.

B. Provide sampling bags or containers for collection and storage of formation samples.

PART III EXECUTION

3.01 GENERAL REQUIREMENTS

A. Notify the ENGINEER 7 days prior to drilling. Normal working hours shall be compliant with the City Code. Should the CONTRACTOR desire to carry on his work at night or outside regular working hours, they shall submit written notice to the OWNER/ENGINEER and allow a minimum of 48 hours for satisfactory arrangements to be made and for inspecting the work in progress.

B. Provide at all times a thoroughly experienced, competent, and Florida licensed driller during all operations at the drill site. Provide sufficient competent driller's helpers during all operations at the drill site.

3.02 DRILLING

A. Anticipated borehole depths and diameters for the Surficial Aquifer production well is depicted on the project drawings. Borehole diameters are considered nominal dimensions. The CONTRACTOR shall recommend the appropriate bit size for drilling the correct borehole diameter. Borehole depths provided in the specifications are estimates, only; actual depths may vary and will be determined by the ENGINEER.

B. If applicable, boreholes shall be advanced in such a manner that the drilled hole will proceed straight and plumb. The drilling rate shall be optimized for cuttings removal with minimal mixing and accurate formation sample collection. Pilot boreholes shall be advanced in 5-feet increments for more accurate sample collection. Cuttings shall be predominantly cleared from the borehole at the end of each increment (5-feet increments for pilot holes and reverse air drilled holes, 20 feet increments for reamed holes).

C. Boreholes shall be drilled and conditioned to permit casing installation as per SECTION 02740, DRILLING and SECTION 02745, WELL CASING. The borehole shall be cleared of cuttings and stable to permit subsequent tasks to be completed without impairment.

3.03 DRILLING FLUIDS

A. All drilling fluid storage tanks shall be above ground. Dug mud pits will not be permitted. Tanks shall be of sufficient length and construction to allow settling or removal of cuttings and prevent their reintroduction to the borehole. A mud system shall be used that includes a vibratory shale shaker and centrifugal desanders. Mud tanks shall be of sufficient length and construction to allow settling or removal of cuttings and prevent their reintroduction to the borehole.

B. The CONTRACTOR shall routinely monitor and record drilling fluid properties including mud weight, viscosity, gel strength, pH, liquid and solids content. Monitoring shall be in accordance with manufacturer's recommendations, AWWA and International Association of Drilling Contractors (IADC). The mud and solids management systems used by the CONTRACTOR for this project shall meet the CONTRACTOR's proposed drilling fluid manufacturer specifications for the intended application.

3.04 ALIGNMENT REQUIREMENTS

A. Pilot holes and reamed holes shall be drilled round and straight throughout.

B. The completed well will be sufficiently plumb and straight so that there will be no interference with installation, alignment, operation or future removal of the permanent well pump.

3.05 COMPLIANCE WITH GOVERNMENTAL REGULATIONS

Construct the well in strict conformance with all laws, rules, regulations, and standards related to the construction of wells in the State of Florida and local regulatory agencies.

3.06 FORMATION SAMPLES

A. Not applicable

3.07 DRILLING LOGS

A. Prepare a daily drilling log for inspection and submittal to the ENGINEER. Include in the log the depths and type of geologic formation encountered; drilling penetration rate, in minutes, for each five feet interval; general formation hardness based on drilling; type of drilling, chemical, water and mud additives; loss of circulation zones; additives to the well to control flow; water added to supplement reverse air drilling; problems during drilling; date, time, and depth for each entry. The log shall be kept current with a copy located at the drill site. The CONTRACTOR shall maintain an up to date drill string tallies and will be available for inspection by the ENGINEER.

B. A final well log shall be prepared that includes copies of the above. An as-built drawing of the well shall be submitted showing casing dimensions and details; screen and riser dimensions; gravel pack type, size, placements depths; and borehole dimensions.

C. Submittals will be made as required to the appropriate regulatory agencies per the applicable local, state and federal regulations. The CONTRACTOR will provide copies of all submittals to the ENGINEER.

3.09 WASTE DISPOSAL

A. All solid and liquid waste, including but not limited to drilled solids, cuttings, drilling mud, drilling additives, spent or unused chemicals and unused products shall be disposed of or recycled by the CONTRACTOR in an environmentally responsible manner and in accordance with applicable regulations. The disposal or recycling location must be identified in a submittal to the ENGINEER. Prior to disposal, the location must be accepted by the ENGINEER. The CONTRACTOR will prevent wastes from migrating from the designated construction area and cuttings storage area. The CONTRACTOR will promptly clean up drilling by-products that migrate outside of the designated construction area. Further, the CONTRACTOR will minimize the spillage of formation water at all times and promptly repair leaks where formation water may be released to the ground surface.

B. Remove from the drilling site all cuttings and other material removed by the drilling operations that are not required to complete the work. Solid material shall be disposed of in accordance with local and state regulations at an approved disposal site, approved by the ENGINEER. Removal of cuttings, mud and formation water from the site is considered incidental to the Work and does not constitute additional payment to the CONTRACTOR.

C. Depressions left in the land surface from the cleanup of residues, or for any other reason resulting from the CONTRACTOR's activities, shall be filled with clean fill material and graded smoothly.

END OF SECTION

SECTION 02676

WELL CASING

PART I GENERAL

1.01 SCOPE OF WORK

This section covers the work, equipment and materials necessary for furnishing and installing the well riser casing.

1.02 SUBMITTALS

Provide manufactures specifications and technical data on all casings to be provided for well construction.

PART II PRODUCTS

2.01 GENERAL REQUIREMENTS

A. All casings will be approved for use in municipal public supply wells, and to the specifications as outlined. Casing material and dimensions are provided in SECTION 02720, WELL CONSTRUCTION SEQUENCE and contract drawings. The CONTRACTOR will furnish and satisfactorily install each string of casing. All casings will be new, unused and in good physical condition. Warped or damaged casing will be rejected.

B. The Contract will indicate an estimate for the amount of casing. The OWNER or the ENGINEER will determine actual lengths. The CONTRACTOR shall be responsible for ensuring that the selected casing will withstand all stresses of construction without impairment.

C. The CONTRACTOR will provide the ENGINEER with an inventory of all casing delivered to the site and maintain a tally during installation.

D. All casing sections shall each be clearly marked with type, grade and manufacturer. If required by the ENGINEER, the CONTRACTOR shall provide additional backup supporting documentation from the manufacturer. Casing connections shall meet manufacture specifications for water tightness. Connections shall have equal strength as the casing itself.

2.02 POLY VINYL CHLORIDE (PVC) CASING

A. PVC casing and couplings shall be schedule 40 or equivalent. Any equivalent casing selected must be shown to have sufficient joint and tensile

strength, internal pressure rating, resistance to collapse and ability to withstand all stresses of construction. Schedule 40 PVC well casing shall be constructed in accordance with ASTM D1784. Any alternates must be approved in advance by the ENGINEER.

B. All casings shall be clearly marked with type, grade and manufacturer. If required by the ENGINEER, the CONTRACTOR will provide additional backup supporting documentation from the Manufacturer.

C. Casing elevators must be approved by the ENGINEER.

D. Casing shall be bell-end and solvent welded together in accordance with ASTM standard D2855-96.

E. The CONTRACTOR will provide approved primer and solvent cement based on pipe diameters in accordance with pipe manufacturer recommendations and applicable standards. Only the PVC manufacturer approved joint compound will be used for pipe assembly. The joint compound will be approved for water well construction.

F. Final PVC well casing shall be completed as shown on the project drawings.

G. Bills of lading shall be provided for casings delivered for well construction.

2.03 CENTERING GUIDES

A. Casing centering guides (centralizers) will be placed on all casing strings, prior to installation, at 30-foot intervals with the first set of centralizers placed within 5 feet from the bottom of the casing. Centralizers will be fixed to the casing at coupling locations.

B. Centralizer material will be steel when attached to carbon steel and stainless steel when attached to PVC casing. Guides will be welded when attached to steel; and steel strapped to PVC.

C. Fixed centering guides shall extend outward from the casing to within 1/2 inch of the maximum drill bit dimension.

PART III EXECUTION

3.01 GENERAL

A. Casings will be installed and completed as described in the specifications and drawings. Actual casing depths will be determined by the ENGINEER.

B. The casing installation method shall be approved in advance by the

ENGINEER and be consistent with manufacturer specifications.

C. Casing failure by any means, including but not limited to: any collapse, breakage, separation, dents, tears or rips during construction that in any way impairs the use of the well in the opinion of the ENGINEER, shall be repaired or replaced at the CONTRACTOR's sole expense.

D. Casing connections shall meet manufacture specifications for water tightness. Connections shall have equal strength to the casing itself.

E. Casing elevators must be approved by the ENGINEER before use.

END OF SECTION

SECTION 02750

WELL SCREEN AND GRAVEL PACK

PART I GENERAL

1.01 SCOPE OF WORK

This section covers the work, equipment and materials necessary for furnishing and installing the well screen and gravel pack.

1.02 SUBMITTALS

A. Provide data on all proposed additives and manufacturer's specifications.

B. Provide manufactures specifications and technical data on all screens and gravel to be provided for well construction.

C. Provide grain size distribution data on gravel pack and a 16 ounce sample prior to use.

D. Provide shop drawings showing screen/PVC casing transition coupling.

PART II PRODUCTS

2.01 GENERAL REQUIREMENTS

A. All screens shall be approved for use in municipal public supply wells, and to the specifications as outlined. The CONTRACTOR shall furnish, satisfactorily install and gravel pack the string of well screen and riser casing. All screens, riser casings couplings and adapters shall be new, unused, in good physical condition and delivered to the site in the original protective wood crates as provided by the manufacturer. Warped or damaged materials will be rejected.

B. The well screen to be used for the construction of the production well shall be 12-inch diameter, type 304 stainless steel, 0.080-inch slot size, continuous slot well screens, of V-slot design, manufactured by Johnson Well Screens, Inc., or approved equal. Screen section shall be joined by welding connections. The weld will not decrease the corrosion resistance of the screen.

C. Blank sections within the screened interval shall be "tight wound" type 304 stainless steel screen having less than 0.001" slot openings.

D. The Bidding Documents indicate an estimate of the screen length. Actual lengths shall be determined by the ENGINEER.

2.02 RISER CASING

A. Riser casing shall consist of 12.75-inch and 14-inch diameter (O.D.) schedule 40 PVC casing and be in accordance with the casing requirements provided in Section 02745, WELL CASING. The riser will be continuous from the top of the screen to land surface or as determined by the ENGINEER.

B. The riser casing will be securely connected with a coupling adapter to the stainless steel screen by a manufacturer and ENGINEER approved method. The CONTRACTOR is responsible for the intact placement of the screen and riser pipe to the depth specified by the ENGINEER.

2.03 CENTERING GUIDES

A. Casing centering guides (centralizers) shall be placed on the screen and casing, prior to installation, at 30 feet intervals with the first set of centralizers placed within 5 feet from the bottom of the screen. Centralizers shall be fixed to the casing at weld ring or coupling locations. Centralizers shall be aligned so that they do not interfere with installation of gravel and cement installation tubing.

B. Centralizer material shall be stainless steel when attached to stainless steel, and carbon steel when attached to PVC. Guides shall be welded when attached to steel; and screw attached using a 1/4 inch screws or lags that penetrate not more than 80 percent of the coupling and casing when attached to PVC. Any casing penetrated will be rejected and shall be replaced at the CONTRACTOR'S expense.

C. Centralizer material shall be non ferrous and will not attached by drilled into the casing. No ferrous materials will be used for attachment.

D. Fixed centering guides shall extend outward from the casing to within 1/2 inch of the maximum drill bit dimension.

2.04 GRAVEL PACK MATERIAL

A. Gravel pack material shall be a minimum of 95% silica, approved by the ENGINEER, sorted and graded so that there is 90% retention on the well screens installed. The CONTRACTOR shall provide a grain size analysis of gravel to be used during well construction.

B. The type of gravel pack selected will be from a supplier located within the State of Florida.

PART III EXECUTION

3.01 GENERAL

A. Screens and casing risers shall be installed as described in the specifications and drawings. Actual casing depths will be determined by the ENGINEER.

B. The screen assembly and installation method shall be approved in advance by the ENGINEER and be consistent with manufacturer specifications.

C. Gravel pack will be installed in a water slurry by the tremmie method. The base of the tremmie pipe shall be placed at the gravel placement depth and be moved upward consistent with the gravel fill depth.

D. Water required for the construction of the well shall be potable and meet primary and drinking water standards pursuant to Chapters 62-3 and 62-550 Florida Administrative Code.

E. Screen or casing failure by any means, including but not limited to: collapse, breakage, separation, dents, tears or rips during construction, that in any way impair the use of the well in the opinion of the ENGINEER, shall be repaired or replaced at the CONTRACTOR's sole expense.

F. Casing connections shall meet manufacture specifications for water tightness. Connections shall have equal strength as the casing itself.

END OF SECTION

SECTION 02760

WELL DEVELOPMENT

PART I GENERAL

1.01 SCOPE OF WORK

A. This section covers the labor, equipment and materials required to perform development of the well.

B. The CONTRACTOR shall develop the well using a combination of compressed air, jetting with simultaneous airlift, and pumped water, until, to the satisfaction of the ENGINEER, the discharge water is free of sediments and the gravel pack has stabilized.

C. The CONTRACTOR is solely responsible, by any and all methods necessary, to meet the requirements for discharge of water. If the CONTRACTOR fails to fulfill proper requirements of discharge water, the CONTRACTOR is responsible for complete restoration of the discharge location to the original condition at no cost to the OWNER.

PART II PRODUCTS

2.01 DEVELOPMENT EQUIPMENT

A. Provide all pumps, motors, air compressors and other ancillary equipment needed to develop the well to the extent that, as practical, suspended solids are removed from the well bore. Provide all pipe, fittings, and valves required to transmit discharge water from the pump to the settling tanks as required in SECTION 02785, FORMATION WATER DISPOSAL SYSTEM.

B. The test pumping equipment shall have access ports, water level measurement setup and discharge piping as required in SECTION 02775, PUMPING TESTS.

C. The CONTRACTOR shall provide a calibrated flow meter near the pump. The flow meter shall be accurate and precise within the range of 300 gpm to 2,000 gpm. The placement of the flow meter shall be in accordance with manufacturer recommendations for flow meter placement. The CONTRACTOR shall also consult the ENGINEER for optimal flow meter placement. Air release valves shall be provided and installed by the CONTRACTOR. The CONTRACTOR shall supply an orifice weir or other ENGINEER approved method to verify pumping rates.

PART III EXECUTION

3.02 WELL DEVELOPMENT

A. Develop the well using compressed air lift at a minimum air flow rate of 750 cubic feet per minute. The base of the air discharge will be set at the base of the screen during initial the development period. The initial airlift phase shall be not less than 8 hours. This step shall be considered initial development to remove the majority of drilling fluid from the borehole and to confirm the stability of the gravel pack. Air development shall include varying the depth of air discharge and periodically surging the well with the use of a surge tank. The top of the gravel pack shall be continuously monitored during air lift. If the top of the gravel pack is below the top of the desired level, then gravel must be added.

B. Following initial development, high velocity jetting shall be done using chlorinated water for a period of time to be determined by the ENGINEER. A high velocity jetting tool having 4 nozzles shall be rotated and moved vertically throughout the entire screened portion of the well while chlorinated water is forced through the screen and into the gravel pack. The jetting tool and pumping equipment shall deliver a minimum flow rate of 125 gpm per nozzle. Each shall have an internal diameter of 1.0 inch. Alternate nozzle sizes and flow rates may be proposed. However, a minimum jetting velocity of 50 feet per second shall be maintained. The initial phase of jetting shall be done using a solution of BMR and chlorinated water having a minimum chlorine concentration of 50 milligrams per liter (mg/l). Thereafter, fresh water may be used for jetting development. Occasionally, at the direction of the ENGINEER, accumulating sand in the screen shall be removed by lowering the air lift set up to the bottom of the well.

C. After thoroughly jetting and surging the well with the jetting tool, well development shall be completed using air lift at the base of the screen to clean out development solids from borehole or directed by the ENGINEER.

D. Throughout development, at intervals specified by the ENGINEER, the CONTRACTOR shall conduct sand testing. Sand testing shall be conducted using a Rossum Sand Tester, or approved equal method.

E. On a daily basis prior to start-up of airlift and jetting development and at other times as directed by the ENGINEER, the CONTRACTOR shall pump the well and accurately measure the static water level, drawdown, specific capacity and depth to the gravel pack. The pump shall be capable of a discharge rate of 100 gpm with a minimum drawdown of 25 feet below the pump level.

F. After air lift and jetting with simultaneous airlift developments, the CONTRACTOR will continue development using the test pump setup (as described in SECTION 02775, PUMPING TESTS). The CONTRACTOR

shall pump surge the well until, to the satisfaction of the ENGINEER, the pump discharge water is free of suspended material. The test pump will be capable of maintaining a steady pumping rate of 2,000 gallons per minute (gpm) and on/off surging.

G. Upon completion of development or at other times as directed by the ENGINEER, the CONTRACTOR will check the total depth of the well in the presence of the ENGINEER.

H. The CONTRACTOR shall submit to the ENGINEER, daily, the Daily Development Log provided in attachment B during each phase of well development.

3.03 DISCHARGE WATER

A. The CONTRACTOR shall construct temporary settling tanks for settlement of solids from the discharge water in accordance with SECTION 02785, FORMATION WATER DISPOSAL SYSTEM. A transfer pump shall be used to pump discharge water to the designated outfall location if required by the ENGINEER. The CONTRACTOR shall provide sufficient temporary piping to transmit formation water from the well site to a discharge point as shown on the project drawings. The CONTRACTOR shall set up and maintain discharge water transmission hose as determined necessary.

B. Discharge water shall always be contained and under control by the CONTRACTOR. Any erosion that results from the discharge water shall be immediately repaired by the CONTRACTOR to its previous non-eroded condition.

C. If required by the ENGINEER, silt booms will be provided, installed and maintained by the CONTRACTOR in any surface water body receiving the discharge water.

D. The CONTRACTOR shall ensure that the discharge water does not impact adjoining property unless it is specifically approved by the ENGINEER, does not flood streets or impede any traffic flow in any way, and does not cause a nuisance in general.

END OF SECTION

SECTION 02674

DOWN HOLE VIDEO LOG

PART I GENERAL

1.01 SCOPE OF WORK

A. This section covers the equipment, work and materials necessary to perform logging of the well.

B. Provide the following logging and well survey equipment:

- Video log

PART II PRODUCTS (NOT USED)

PART III EXECUTION

3.01 GENERAL

A. All logging shall be supervised by the ENGINEER with 24 hours advanced notice. The CONTRACTOR is responsible to ensure that logs are complete and include the entire borehole and cased intervals as directed by the ENGINEER.

B. The CONTRACTOR must make all reasonable efforts to leave the borehole free from obstructions in preparation for logging. Logging must be done immediately following the completion of borehole preparation unless otherwise stated in the Contract or as stipulated by the ENGINEER.

C. Each log must be run and recorded in a continuous fashion to qualify as an acceptable log.

D. The CONTRACTOR is responsible to ensure that the logs are complete. Any obstructions or fill material or borehole of reduced diameter more than 1/2-inch in the borehole or cased intervals will be removed or reamed by the CONTRACTOR at his own expense.

E. All logs shall be appropriately labeled with all appropriate information. One (1) field copy shall be made available to the ENGINEER immediately following completion. The CONTRACTOR will furnish

three (3) copies of the video to the OWNER within two weeks of project completion.

G. A down hole video log in DVD format will be conducted to inspect the casing and screened interval of the well prior to demobilizing the drilling rig. The video will be conducted in the presence of the ENGINEER. The video camera lens will be color and capable of 360 degree movement; be controlled by the logging technician; be independent of the camera body; and have focus capability. The video camera will be centralized in the borehole. The centralizers will self-adjust to different casing and hole sizes as necessary. If the ENGINEER determines that the video is unacceptable due to poor quality, the CONTRACTOR at his expense will obtain the necessary equipment to perform additional logging to the satisfaction of the ENGINEER.

H. Video logging will be conducted under both static and pumping conditions at the direction of the ENGINEER. CONTRACTOR shall ensure that the well is pumped sufficiently to ensure adequate visibility for the video survey as determined by the ENGINEER.

I. Following completion of the well video, the CONTRACTOR shall clean out development solids from borehole if necessary, as determined by ENGINEER.

END OF SECTION

SECTION 02775

PUMPING TESTS

PART I GENERAL

1.01 SCOPE OF WORK

This section covers the labor, equipment and material required to perform a step rate pumping test on the production well. The scope of work specified in this section also may be applicable to other sections by reference in those sections.

1.02 SUBMITTALS

A. Provide certificates of calibration for flow meters to be used for flow measurement by the ENGINEER.

B. Manufacturer pump curve for CONTRACTOR provided test pump.

PART II PRODUCTS

2.01 TEST PUMP

A. Furnish the necessary instruments and pumping equipment capable of pumping at a steady rate ranging from 300 gpm to 1,200 gpm with a throttling device and gate valve so that the flow rate can be adjusted as directed by the ENGINEER.

B. Furnish a gate valve, orifice plate and manometer to control and measure discharge. The CONTRACTOR shall supply an orifice weir or other ENGINEER approved method to verify pumping rates.

C. Provide and install a 1 1/4-inch ID drop tube between the pump column and casing, from the water level access fitting at the wellhead to 5 feet above the pump intake. The drop tube will enable the ENGINEER to measure water levels without interference of the pump or pump column.

2.02 FLOW METER

Provide a calibrated flow meter with direct measurement and a totalizer to measure flow. Anticipated metered flows shall range from 300 to 1,200 gpm. Certification shall be no older than 60 days prior to notice to proceed and attest to an accuracy of 95 percent or greater for the range of the meter. The CONTRACTOR will supply an orifice weir to verify pumping rates.

2.03 DISCHARGE PIPING

Discharge water will be conveyed via pipe, hoses, fittings, and valves required to transmit discharge water from the pump to discharge point.

PART III EXECUTION

3.01 PUMPING TEST

A. Install and operate the pumping test equipment. Pumping test shall consist of three (3) steps to be performed at rates of between approximately 300 and 1,200 gpm or at other rates determined by the ENGINEER. Step duration shall continue until drawdown in the production well stabilizes or a maximum of approximately two hours per step. The CONTRACTOR shall determine the appropriate engine and gate valve settings for the desired pumping rate prior to the start of the test in order to achieve a constant rate as soon as possible after the start of the test.

B. Sufficient time shall be permitted for the ENGINEER to collect a static water level in the well prior to step rate and constant rate pumping tests. The static water level shall be measured by the CONTRACTOR prior to the start of pumping.

C. At the option of the ENGINEER, a longer steady rate pumping test shall be conducted by the same method as described above. Payment for pump tests shall be at the hourly pumping test rate regardless of duration.

D. The CONTRACTOR shall furnish a gate valve, orifice plate and manometer to control and measure discharge.

E. Discharged water shall be conducted from the pumped well to a location shown on the Contract Drawings or as otherwise directed by the ENGINEER. Discharged fluid shall be piped so as to prevent the recirculation of the discharged water into monitored aquifers.

F. All equipment necessary to conduct these tests shall be supplied, operated, manned, and maintained by the CONTRACTOR. The CONTRACTOR shall be responsible for failure of equipment and materials associated with the pumping tests, and for negligence on the part of the CONTRACTOR. In the event of such failure or negligence that results in re-running the pumping test, the CONTRACTOR shall repeat the test at the CONTRACTOR'S own expense.

G. Under no circumstances shall the test pumping equipment create a vacuum within the well casing.

3.02 DISCHARGE WATER

Discharge water shall be in accordance with the requirements in SECTION 02785, FORMATION WATER DISPOSAL SYSTEM.

END OF SECTION

SECTION 02780

WELL FACILITY DISINFECTION

PART I GENERAL

1.01 SCOPE OF WORK

A. Provide labor, equipment and materials to disinfect the production well pursuant to the requirements of AWWA C654-97; including pump facilities, wellhead, and piping according to the requirements of AWWA C-601.

B. Sample collection and laboratory analysis will be provided by the OWNER. The CONTRACTOR shall be required to provide labor, equipment and materials to allow for the OWNER to perform sample collection and analysis sufficient to pass disinfection requirements as stipulated by Florida Department of Environmental Protection and Palm Beach County Health Department regulations.

1.02 SUBMITTALS

A. Manufacturer specifications for all material products required for disinfection.

PART II PRODUCTS

2.01 MATERIALS

A. Free chlorine liquid or gas.

B. Sodium Hypochlorite.

PART III EXECUTION

3.01 WELL FACILITY DISINFECTION

A. Provide notice to ENGINEER 48 hours in advance of treatment. Provide injection and measurement methods for approval.

B. Post warning notices and secure the well facility from unauthorized access or use. Secure the area.

C. The CONTRACTOR shall disinfect the well as soon as constructions of the well and cleaning procedures have been completed. The CONTRACTOR

shall carry out adequate cleaning procedures immediately preceding disinfection where evidence indicates that normal well construction and development work have not adequately cleaned the well. All oil, grease, soil, and other materials, which could protect bacteria from disinfectants shall not be allowed in the hole. If evidence indicates that this material has entered the hole, it shall be thoroughly removed. The cleaning operation is to be carried out by pumping and swabbing only. Where test pumping equipment is to be used, such equipment shall be thoroughly scrubbed, or otherwise cleaned of foreign material.

D. Mix a sufficient concentration of chlorinated water solution to maintain a 200 parts per million chlorine residual throughout the well, pump and added piping facilities. Any well components sensitive to free chlorine or disinfecting agents will be disinfected and installed separately to prevent damage.

E. Disinfection procedures shall ensure that the disinfecting agent is uniformly applied throughout the entire water depth of the well, without relying on subsequent mechanical or surging action for dispersing the disinfectant. For this purpose, the disinfecting agent shall be furnished or prepared in liquid form and placed in the well through a hose or liquid form and placed in the well through a hose or tremmie of sufficient length to extend to the bottom of the well. The disinfecting agent shall be applied through the hose, which is to be raised and lowered, to achieve uniform distribution of the solution throughout the well.

F. All portions of the well above the water shall be maintained in a damp condition with water containing the required concentration of disinfecting agent for a period of not less than 20 minutes. The disinfecting agent shall be left in the well for a period of at least 24 hours.

G. After a 24 hour or longer contact period, the well are to be pumped to clear it of the disinfecting agent. The disposal point for the purged water shall be selected so as to minimize potential damage to aquatic life or vegetation.

H. All water used for treatment shall be potable and from a ENGINEER approved source.

I. The complete disinfection program and methods followed, especially if materially different from those specified, shall be in accordance with directives of the Florida Department of Environmental Protection, Division of Health and all methods employed shall have their approval. Final approval of the bacterial samples shall be received from the Florida Department of Environmental Protection prior to the time that the system is placed into operation.

3.02 BACTERIOLOGICAL ANALYSIS

A. Purge detectable chlorine solution from the well facility.

B. Following well and wellhead construction completion, provide a clean, secure location for the OWNER to collect water samples at an approved location 48 hours after disinfection procedure. The CONTRACTOR shall continue to treat and conduct sample collection and analysis until an acceptable result is obtained. Any system disinfection (or any component thereof), sample collection or analysis required after an unsuccessful first attempt, shall be conducted at the CONTRACTOR'S expense.

END SECTION

SECTION 02785

FORMATION WATER DISPOSAL SYSTEM

PART I GENERAL

1.01 SCOPE OF WORK

A. Provide labor, equipment and materials to furnish, assemble and maintain pumps, transmission piping, settling tanks and other methods as required to transmit formation water from the CONTRACTOR's construction wellhead, to the dry detention discharge location located north of the well site as shown on the attached Project Drawings. CONTRACTOR shall be prepared to provide a minimum of 100 feet of discharge piping if required for transfer of discharge water.

B. All formation water discharged from the well must be contained at all times and be directed to the outfall via the formation water disposal system. The CONTRACTOR shall ensure that the discharge water does not impact adjacent property, does not flood streets, or impede any traffic flow in any way, and does not cause a nuisance in general.

C. The CONTRACTOR shall collect water samples as needed to monitor discharge water quality. No solids shall be allowed to enter the outfall location.

D. The CONTRACTOR is solely responsible, by any and all methods necessary, to meet the requirements for discharge of water. If the CONTRACTOR fails to fulfill proper requirements of discharge water, the CONTRACTOR is responsible for complete restoration of the discharge location to the original condition at no cost to the OWNER.

PART II PRODUCTS

2.01 EQUIPMENT

A. The CONTRACTOR will provide and maintain a transfer pump capable of pumping the total volumes and anticipated maximum rates of discharge from the well as defined in SECTION 02775, PUMPING TESTS. The pump will be used for transfer of water from the settling tanks to the discharge location as shown on the Project Drawings.

B. The CONTRACTOR shall provide temporary transmission piping, couplings, valves, reusable fittings and other items needed to assemble, operate and maintain the formation water disposal system. The CONTRACTOR shall maintain the transmission piping and ensure that it is free of leaks at all times. Any leaks found will be repaired immediately. Transmission piping will

be required from the well to the settling tanks and from the settling tanks to the discharge location. Multiple vessels will be connected and sequential to provide sufficient retention time for solids separation prior to fluid discharge.

C. The CONTRACTOR shall provide, operate and maintain as many pumps as required to transmit water from the well to the discharge location. The pumps shall be capable of pumping at the maximum rates for the elements of work contemplated herein.

D. The CONTRACTOR shall employ all means necessary to minimize to the greatest extent possible erosion and turbidity at the discharge location.

PART III EXECUTION

3.01 PREPARATION

Review pipeline location with ENGINEER to confirm proper location and to minimize impact to site operations. The pipeline will be buried when crossing site access roads, or pedestrian paths.

3.02 CONSTRUCTION

Assemble the transmission piping in accordance with the project drawings. All formation water transmission piping will be maintained and inspected regularly by the CONTRACTOR so that it is free from leaks and defects. Any leaks encountered will be repaired immediately.

3.03 OPERATION

A. The formation water disposal piping will be monitored continuously for leaks and possible problem areas. A thorough inspection of the complete pipeline shall be conducted daily prior to startup. Repairs will be made prior to use.

B. The CONTRACTOR shall coordinate discharge formation water activities with the ENGINEER.

C. Pumps shall be capable of pumping water at the anticipated maximum rates of flow. Throttling devices shall be provided on the pumps to adjust the pumping rates accordingly. Valves shall be provided as needed to shut off flow and stop gravity drainage if necessary.

D. Provide safety measures and controls as needed.

END OF SECTION

SECTION 02938

SODDING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Preparation of subsoil.

B. Placing topsoil.

C. Fertilizing.

D. Sod installation.

E. Maintenance.

1.02 REGULATORY REQUIREMENTS

A. Comply with regulatory agencies for fertilizer and herbicide composition.

1.03 DELIVERY, STORAGE, AND HANDLING

A. Deliver sod on pallets. Protect exposed roots from dehydration.

B. Do not deliver more sod than can be laid within 24 hours.

1.04 EXISTING CONDITIONS

A. All existing grass areas which are damaged or destroyed during construction are to be replaced with new sod of the same variety, unless otherwise noted, which existed prior to construction.

B. In all cases, Contractor is responsible for the restoration of the grass to the conditions that existed prior to construction.

1.05 FIELD MEASUREMENTS

A. On pipeline projects, sodded areas will be measured based on maximum trench widths shown on the Drawings. Sod placed in excess of the maximum trench widths or limits detailed on the Drawings will be at the full expense of the Contractor.

PART 2 PRODUCTS

2.01 MATERIALS

A. Topsoil: Muck; free of plants, weeds, and roots.

B. Sod: Bahia. Live, fresh, and uninjured at time of planting, free of objectionable weeds, and have a soil mat of sufficient thickness adhering firmly to the roots to withstand all necessary handling. Transport within 24 hours after being stripped and plant as soon as possible.

C. Fertilizer: 6 percent nitrogen - 6 percent phosphoric acid - 6 percent potash, 40 percent organics.

D. Water: Free of excess and harmful chemicals, acids, alkalies, or any substance which might be harmful to plant growth. Salt water not allowed.

E. Wood Pegs: Softwood; sufficient size and length to ensure anchorage of sod on a slope.

PART 3 EXECUTION

3.01 PREPARATION OF SUBSOIL

A. Prepare subsoil to eliminate uneven areas and low spots. Maintain lines, levels, profiles and contours. Make changes in grade gradual. Blend slopes into level areas.

B. Remove foreign materials, weeds and undesirable plants and their roots. Remove contaminated soil.

3.02 PLACING TOPSOIL

A. Spread topsoil to a minimum depth of 2 inches over area to be sodded.

B. Place topsoil during dry weather.

C. Roto-till to a depth of 6 inches.

D. Fine grade the area to be sodded to eliminate ridges, depressions and other irregularities, and to ensure positive drainage.

3.03 FERTILIZING

A. Apply fertilizer uniformly at a rate of 16 pounds per 1000 square feet.

B. Apply after smooth raking of topsoil and prior to installation of sod.

C. Apply fertilizer no more than 48 hours before laying sod.

D. Lightly water to aid the dissipation of fertilizer.

3.04 SOD INSTALLATION

A. Moisten prepared surface immediately prior to laying sod.

B. Place sod on the prepared surface with edges in close contact and embed firmly and smoothly by light tamping with appropriate tools.

C. Do not stretch or overlap sod pieces.

D. Where sodding is used in drainage ditches, the setting of the pieces must be staggered to avoid a continuous seam along the line of flow.

E. In order to prevent erosion caused by vertical edges at the outer limits, tamp the outer pieces of sod so as to produce a feather edge effect.

F. On slopes 6 inches per foot and steeper, lay sod perpendicular to slope and secure every row with wooden pegs at maximum 2 feet on center. Drive pegs flush with soil portion of sod.

G. After installation, saturate sod with water to a depth of 4 inches into the soil.

H. After sod and soil have dried, roll sodded areas to ensure good bond between sod and soil and to remove minor depressions and irregularities.

I. After rolling, keep sod moist for the duration of the contract period and in no case less than 2 weeks. The moistened condition should extend at least to the full depth of the rooting zone.

END OF SECTION

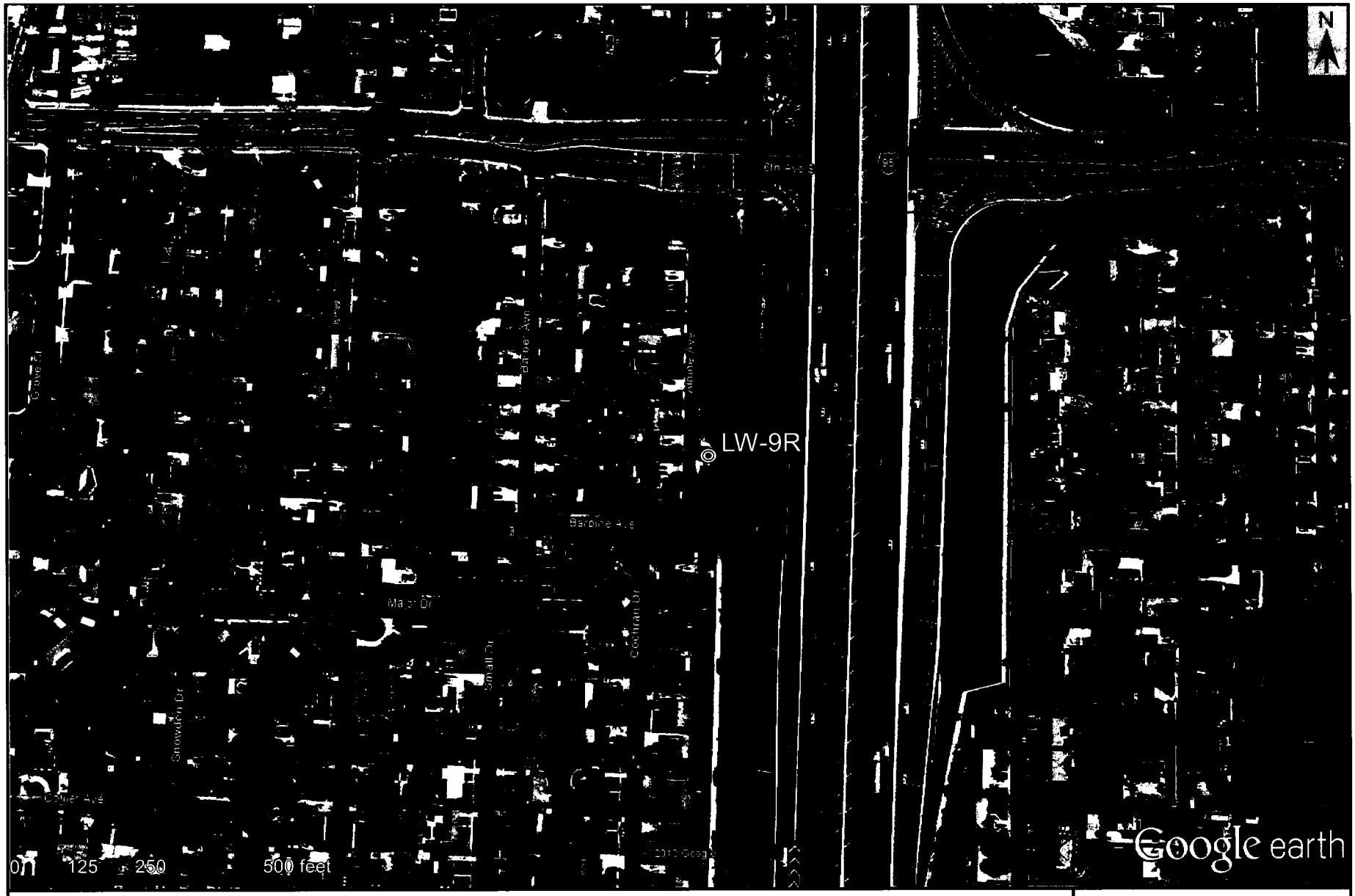

FIGURE TITLE:

CITY OF LAKE WORTH
SURFICIAL AQUIFER PRODUCTION WELL LW-9R
PROJECT LOCATION MAP

JLA Geosciences, Inc.

DATE: 8/29/2013	FIGURE NO:
DRAWN BY: RKS	1
PROJECT NO:12-012	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/19/2013

PRODUCER 50284

IRON FIDELITY INSURANCE SERVICES, LLC
2004 LA PRADA PARKWAY
MESQUITE, TX 75150

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INSURED

PAYROLL MANAGEMENT, INC
348 MIRACLE STRIP PKWY, STE. 39 BLDG H
FT. WALTON BEACH, FL 32548
FAX: 850-243-5640

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: NEW YORK MARINE AND GENERAL INSURANCE	16608
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE AS REQUESTED

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		CLAIMS MADE / OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		POLICY / PRO-JECT / LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		HIRED AUTOS				BODILY INJURY (Per accident)	$
		NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR / CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
A		**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**	WC2013EPP00022	05/01/2013	05/01/2014	X WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N				E.L. EACH ACCIDENT	$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

PROVIDING LEASED EMPLOYEES TO : ALL WEBB'S ENTERPRISES, INC.
COVERAGE PROVIDED FOR 17 EMPLOYEES.
*FOR STATE OF FLORIDA WORK COMP COVERAGE ONLY .
**DOES NOT COVER USL&H

CERTIFICATE HOLDER

City of Lake Worth
7 North Dixie Highway
Lake Worth, FL. 33460

CANCELLATION 50284

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE Adam Goldberg

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/19/2013

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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
Weekes & Callaway, Inc.
3945 West Atlantic Avenue
Delray Beach, FL 33445-3902

CONTACT NAME: Evelyn Ambler, AAI
PHONE (A/C, No, Ext): (561) 278-0448 FAX (A/C, No): (561) 278-2391
E-MAIL ADDRESS: eambler@weekescallaway.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Crum & Forster Specialty	44520
INSURER B: Travelers Indemnity Co of Amer	25666
INSURER C: Phoenix Insurance Co	25623
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
All Webb's Enterprises, Inc.
309 Commerce Way
Jupiter, FL 33458

COVERAGES CERTIFICATE NUMBER: CL1311404592 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X $5,000 Per Claim Ded. GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X	X	EPK102166	11/2/2013	11/2/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			DT-810-1735P699-TIA-13	11/2/2013	11/2/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) single limit	$ 1,000,000 $ $ $ $
A	UMBRELLA LIAB OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			EFX100839	11/2/2013	11/2/2014	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
C	Installation Floater			QT-660-1984P108-PHX-13	11/2/2013	11/2/2014	$500,000 Installation Floater $1,000 Deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City of Lake Worth is named as an Additional Insured with respects to General Liability when required by written contract with the Named Insured per policy terms and conditions. Florida statute requires 10 day notice of cancellation for non-payment of premium and 45 day notice for non-renewal.

CERTIFICATE HOLDER

City of Lake Worth
7 North Dixie Highway
Lake Worth, FL 33460

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

Rose McEwen, CIC/JDS Rose Ann McEwen

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Bid Tabulation: Rehabilitation of Surficial Aquifer Well No. 9R

Bid Date: 11/07/13

Item	Description	Qty	Unit	All Webbs Enterprises Unit Price	All Webbs Enterprises Amount	A.C Schultes of FL Unit Price	A.C Schultes of FL Amount
1.	Bonds and Insurance	1	LS		$8,000.00		$4,400.00
2.	Mobilization/Demobilization/General Conditions	1	LS		22,000.00		33,600.00
3.	General Allowance	1	LS		10,000.00		10,000.00
4.	Remove and Reinstall Wellhead and Pump Discharge Apparatus	1	LS		20,000.00		33,300.00
5.	Conduct Video Logging	3	EA	$3,500.00	10,500.00	$1,500.00	4,500.00
6.	Remove existing 12-inch diameter well screen, 12-inch and 14-inch diameter riser casing string	1	LS		18,000.00		58,000.00
7.	Clean out the nominal 17-inch diameter existing borehole to the total well depth of 253 feet using the	1	LS		20,000.00		26,500.00
8.	Install well screen and riser casing (salvaged and/or new) to a total depth of 253 feet	1	LS		7,000.00		42,800.00
9.	Furnish and install gravel pack	110	CF	30.00	3,300.00	15.00	1,650.00
10.	Airlift Development	20	HR	300.00	6,000.00	80.00	1,600.00
11.	Jetting with simultaneous Airlift Development	20	HR	300.00	6,000.00	80.00	1,600.00
12.	Pump Development	30	HR	300.00	9,000.00	80.00	2,400.00
13.	Conduct Step Rate Test	6	HR	300.00	1,800.00	80.00	480.00
14.	Reverse Air Removal of fill from well screen	4	HR	600.00	2,400.00	80.00	320.00
15.	Well Disinfection	1	LS		5,500.00		1,500.00
16.	Site Restoration	1	LS		8,000.00		2,500.00
	Items 1 through 16 Subtotal				$157,500.00		$225,150.00
	If the Owner determines that the existing well screen and/or riser casing unsavlageable, provide new well screen and/or riser casing as follows:						
17.	Furnish new 12-inch diameter, type 304 stainless steel, 0.080-inch slot size, continuous slot screen from 191	62	FT	100.00	6,200.00	3.00	186.00
18.	Furnish new 12-inch diameter schedule 40 PVC riser casing from 120 to 191 feet	71	FT	9.00	639.00	1.00	71.00
19.	Furnish new 14-inch diameter schedule 40 PVC riser casing to 120 feet	120	FT	13.00	1,560.00	1.25	150.00
	Items 17 thorugh 19 Subtotal				$8,399.00		$407.00
	Total Bid Amount Items 1 through 19 (In numbers)				$165,899.00		$225,557.00

CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600· Fax: 561-586-1750

AGENDA DATE: March 18, 2014, Regular Meeting **DEPARTMENT:** Commissioner Szerdi

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EXECUTIVE BRIEF

TITLE:
Discuss beach parking decal

SUMMARY:
Discussion of amending the beach parking decal designation to include seasonal residents.

BACKGROUND AND JUSTIFICATION:
On January 8, 2013, the City Commission adopted Ordinance No. 2013-12 amending the designation and use of resident parking areas to delete seasonal residents' use. Since then, many seasonal residents have voiced their desire to be allowed to purchase a beach parking decal. This item is to discuss whether or not to amend the beach parking decal ordinance to allow for seasonal residents to purchase a parking decal.

MOTION:
I move to direct/not direct the City Attorney to prepare an ordinance amending Section 7-21 to allow seasonal residents to purchase parking decals.

ATTACHMENT(S):
Fiscal Impact Analysis – not applicable
Current Section 7-21 of the Code of Ordinances

ARTICLE II. BEACH PARKING

Sec. 7-21. Designation and use of resident and beach tenant employee parking areas.

(a) Vehicles, excluding motor homes and other vehicles restricted as set forth in section 7-19, displaying a resident or beach tenant employee parking decal issued by the city shall be permitted to park in the resident or beach tenant employee parking areas as hereinafter provided. If an area is designated for resident parking only, a resident parking decal shall be displayed. If an area is designated for beach tenant employee parking only, a beach tenant employee parking decal shall be displayed. If an area is designated for both resident and beach tenant employee parking, either a resident parking decal or beach tenant employee parking decal must be displayed.

(b) A parking decal as required by this section shall be issued to residents who meet the following criteria:

(1) A resident of the city shall furnish proof of such residency by producing one (1) of the following items of current, documentary evidence:

a. Declaration of domicile;

b. Homestead exemption qualification card;

c. Ad valorem property tax payment receipt;

d. Voter registration card;

e. One-year lease (minimum);

f. City of Lake Worth utilities bill, in the name of the applicant, containing waste removal charges.

(2) A resident shall additionally furnish a current, valid motor vehicle registration for each vehicle for which a parking decal is sought, and a driver's license or other personal identification which reflect a Lake Worth city address. If the vehicle is registered in a company name, the person seeking the decal shall be referred to the city attorney or her designee for a determination of eligibility. The documents required by subsection (1) and the first sentence of this subsection shall reflect the same Lake Worth address. A resident who leases a vehicle for which a parking decal is sought shall additionally furnish a copy of the lease in his or her name.

(3) Reserved.

(4) All persons applying for a resident parking decal shall execute an affidavit, under oath, setting forth any of the foregoing facts or any other facts requested by the city. Said resident executing this affidavit will be advised that if any statement in the affidavit is false, the affiant will be prosecuted for perjury.

(5) All residents shall pay to the city a fee set forth by resolution for the parking decal which shall be valid for a period of one (1) year commencing on May 1 and expiring the following April 30. The fee set by resolution shall be pro-rated to a monthly amount if a resident parking decal is applied for after May 1. A partial month shall be counted as a full month in determining the pro-rated amount of the fee.

(6) The resident parking decal shall be permanently affixed by the resident to the vehicle in a conspicuous place as directed by the city. The vehicle upon which the decal is permanently displayed shall be the same vehicle for which registration is exhibited to the city as required herein. Decals are not allowed to be transferred to other vehicles.

(7) In case of replacement of a vehicle for which a parking decal has been issued, a replacement parking decal shall be issued without charge (unless a replacement fee is established by city resolution) upon production of a vehicle registration certificate for a replacement vehicle and

either the old parking decal or an affidavit, executed under oath, stating that the old parking decal has been lost, stolen or destroyed.

(8) In addition to all other requirements contained herein, all unmarried minor persons applying for a resident parking decal shall furnish the affidavit provided for in subsection (4), which shall be co-signed by a parent or natural or court-appointed guardian. Proof of guardianship or marriage may be required by the issuing authority.

(9) Reserved.

(10) In case of a dispute, the city attorney or her designee shall have the authority to make a determination of issuance or nonissuance of the resident parking decal.

(c) Upon payment of the fee set by city resolution, any beach tenant employee who is employed by an authorized tenant of the Casino Building or the beach area shall be issued a beach tenant employee parking decal. The decal shall be permanently affixed as directed by the city. A replacement decal shall be issued without charge (unless a replacement fee is set by city resolution) upon production of either the old parking decal or an affidavit, executed under oath, stating that the old decal has been lost, stolen or destroyed. The decal shall be valid for the period specified by city resolution.

(d) It shall be a municipal parking violation for any person to park a motor vehicle which does not display a resident or beach tenant employee parking decal as herein provided or pay the metered fee in the resident and beach tenant employee parking areas. A violation of this section shall be punished by a civil penalty set forth by city resolution.

(e) It shall be a misdemeanor of the second degree for any person to temporarily affix in any manner, such as though the use of adhesive tape, a resident beach parking decal or beach tenant employee parking decal to any motor vehicle. Furthermore, it shall be a misdemeanor of the second degree for any person to be in the possession of a motor vehicle on which is temporarily displayed in any manner a resident beach parking decal or beach tenant employee parking decal.

(f) It shall be a misdemeanor of the second degree for any person to forge, duplicate or reproduce in any manner a resident beach parking decal or beach tenant employee parking decal.

(1) It shall be a misdemeanor of the second degree for any person to display in any manner a forged, duplicated or otherwise reproduced resident beach parking decal or beach tenant employee parking decal on any motor vehicle.

(2) Furthermore, it shall be a misdemeanor of the second degree for any person to be in the possession of a motor vehicle on which is displayed a forged, duplicated or otherwise reproduced resident beach parking decal or beach tenant employee parking decal.

(g) Except to the extent that decal parking is allowed pursuant to this article, the rates for metered beach parking shall be set by city resolution.

(Ord. No. 78-24, § 2, 8-21-78; Ord. No. 79-16, § 1, 8-6-79; Ord. No. 79-28, § 1, 12-3-79; Ord. No. 79-28, §§ 1—3, 12-3-79; Ord. No. 79-34, § 1, 1-7-80; Ord. No. 80-5, § 1, 4-21-80; Ord. No. 81-6, § 1, 9-21-81; Ord. No. 81-21, § 1, 9-21-81; Ord. No. 84-29, § 1, 11-5-84; Ord. No. 87-8, § 1, 4-20-87; Ord. No. 87-18, § 1, 8-3-87; Ord. No. 88-17, § 1, 6-20-88; Ord. No. 89-30, § 1, 11-6-89; Ord. No. 95-13, § 1, 6-6-95; Ord. No. 2009-10, § 1, 3-17-09; Ord. No. 2009-23, § 1, 9-23-09; Ord. No. 2013-12, § 2, 1-8-13)

Editor's note—

Ord. No. 2013-12, § 2, adopted January 8, 2013, changed the title of section 7-21 from "Designation and use of resident and employee parking lot" to "Designation and use of resident and beach tenant employee parking areas." The historical notation has been preserved for reference purposes.

CITY OF LAKE WORTH
7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600· Fax: 561-586-1750

DRAFT
AGENDA
CITY OF LAKE WORTH
CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, APRIL 01, 2014 - 6:00 PM

1. **ROLL CALL:**

2. **INVOCATION:** Offered by Dr. Tommy Wood of First Baptist Church of Lake Worth

3. **PLEDGE OF ALLEGIANCE:** Led by Commissioner John Szerdi

4. **AGENDA - Additions/Deletions/Reordering:**

5. **PRESENTATIONS:** (there is no public comment on Presentation items)

6. **COMMISSION LIAISON REPORTS AND COMMENTS:**

7. **PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:**

8. **APPROVAL OF MINUTES:**

9. **CONSENT AGENDA:** (public comment allowed during Public Participation of Non-Agendaed items)

10. **PUBLIC HEARINGS:**

11. **UNFINISHED BUSINESS:**

12. **NEW BUSINESS:**

    A. Contract and agreement from three companies to construct Potable Well 16 located at 1900 2nd Avenue North.

    B. Contract with B&B Underground, Inc, for the Construction of the Raw Watermain for Potable Well 16, Agreement with Mock Roos and Associates for Construction Phase Services, and Materials Testing Allowance with Testing Lab of the Palm Beaches

13. LAKE WORTH ELECTRIC UTILITY:

A. PRESENTATION: (There is no public comment on Presentation items)

1) Update on the electric utility system

B. CONSENT AGENDA: (public comment allowed during Public Participation of Non-Agendaed items)

C. PUBLIC HEARING:

D. NEW BUSINESS:

14. CITY ATTORNEY'S REPORT:

15. CITY MANAGER'S REPORT:

A. April 15, 2014 draft Commission agenda

16. ADJOURNMENT:

If a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. 286.0105)

NOTE: ONE OR MORE MEMBERS OF ANY BOARD, AUTHORITY OR COMMISSION MAY ATTEND AND SPEAK AT ANY MEETING OF ANOTHER CITY BOARD, AUTHORITY OR COMMISSION.