



## 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, AUGUST 19, 2014 - 6:00 PM**

1. **ROLL CALL:**
2. **INVOCATION:** Offered by Pastor Ansten Tretten of Apostolic Lutheran Catholic Church of Lake Worth
3. **PLEDGE OF ALLEGIANCE:** Led by Commissioner Andy Amoroso
4. **AGENDA - Additions/Deletions/Reordering:**
5. **PRESENTATIONS:** (there is no public comment on Presentation items)
  - A. Proclamation declaring August 2014 as Florida Water Professionals Month
  - B. Proclamation recognizing August 22, 2014 as Jewell Founders Day
  - C. Update provided by the Planning & Zoning Board
  - D. Update provided by College Park Neighborhood Association
6. **COMMISSION LIAISON REPORTS AND COMMENTS:**
7. **PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:**
8. **APPROVAL OF MINUTES:**
  - A. City Commission Budget Work Session - June 24, 2014
  - B. City Commission Meeting - July 1, 2014
  - C. City Commission Budget Work Session - July 7, 2014
  - D. City Commission Special Meeting - July 8, 2014
9. **CONSENT AGENDA:** (public comment allowed during Public Participation of Non-Agendaed items)
  - A. Resolution No. 40-2014 - accept a \$50,000 Florida Recreation Development Assistance Program grant for the Northwest Park playground

- B. Resolution No. 41-2014 - amendment #2 to the Florida Boating Improvement Program grant agreement
- C. Resolution No. 42-2014 - declare expenditures of City funds for refreshments to be a public purpose
- D. Contract with Thompson Consulting Services, LLC for debris monitoring
- E. Variance agreement with Cathy and Michael Casella to allow brick pavers on a driveway and City right-of-way at 9 Harbor Drive
- F. Purchase four trucks from Alan Jay Fleet Sales for use by the Water Distribution and Sewer Collection Division
- G. Purchase a crane truck from Duval Ford Fleet Sales for use by the Water Distribution and Sewer Collection Division
- H. Continuing contract with Community Champions Corporation to provide vacant, foreclosed and abandoned property registration services
- I. Professional services agreement with NZ Consultants, Inc. to provide current and long range planning, zoning and historic preservation services
- J. Continuing agreement with Anchors Emergency Board Up Services, Inc. for board and secure services under the Code Compliance Remediation program
- K. Accept a dedicated right-of-way along Boutwell Road from West Coast Waters, LLC
- L. Contractor agreement with R&D Paving, LLC for the Golf Course Cart Path Improvements project
- M. Renew a submerged land lease with the State Department of Environmental Protection for the operation of the William O'Lockhart Municipal Pier
- N. Contract with Lanzo Lining for the Mobile Home Park Sanitary Lining Project
- O. Interlocal agreement with Palm Beach County regarding Open Cuts Under County Thoroughfare Roads
- P. Contract with Johnson-Davis for the construction of the Regional Wastewater Forcemain Air Release Valve Replacement
- Q. Contract with Florida Design Contractors, Inc. and Mock Roos and Associates for the construction of Water Treatment Plant Disinfection System and Instrumentation Improvements

R. Ratify board members to various City advisory boards

S. Contract with Keefe McCullough for audit services for Fiscal Years 2014-2016

**10. PUBLIC HEARINGS:**

A. Resolution No. 39-2014 - Public Hearing - abandon a portion of a 10 foot utility easement

B. Ordinance No. 2014-22 - First Reading and First Public Hearing - amend LDRs and schedule the second public hearing date for September 9, 2014

C. Quasi-Judicial Public Hearing - request by David R. Styka (Family Dollar Store) for an alcohol distance/proximity waiver to allow the sale of beer and wine at 1908 Lake Worth Road

D. Quasi-Judicial Public Hearing - request by David R. Styka (Family Dollar Store) for an alcohol distance/proximity waiver for the sale of beer and wine at 1321 North Dixie Highway

**11. UNFINISHED BUSINESS:**

**12. NEW BUSINESS:**

A. Ordinance No. 2014-23 - First Reading - establish candidate qualify fee by resolution and schedule the public hearing date for September 9, 2014

B. Resolution No. 43-2014 - amend the date and time for the first budget public hearing

**13. LAKE WORTH ELECTRIC UTILITY:**

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

B. **PUBLIC HEARING:**

C. **NEW BUSINESS:**

**14. CITY ATTORNEY'S REPORT:**

**15. CITY MANAGER'S REPORT:**

A. September 9, 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.

## PROCLAMATION

**WHEREAS**, the Florida Water & Pollution Control Operators Association, organized in 1941, is a non-profit trade organization that promotes the sustainability of Florida's water utility industry through workforce development to protect the health of Florida's citizens and to preserve the state's water resources; and

**WHEREAS**, this organization offers water and wastewater treatment plant operator and water distribution system operator training courses required for the State of Florida's operator licenses, eight voluntary certification programs, and continuing education programs for operator license renewal; and

**WHEREAS**, this organization, in recognizing the importance of the Florida Statutes and Administrative Code that regulate the water industry, acts as liaison between the Florida Department of Environmental Protection and industry personnel; and

**WHEREAS**, each year the Florida Water & Pollution Control Operators Association recognizes all those who have played a significant part in operating and maintaining drinking water, wastewater, and stormwater systems in Florida by celebrating *Florida Water Professionals Month*, which applauds their constant efforts to protect our health and environment.

**NOW, THEREFORE**, I, PAM TRIOLO, Mayor of the City of Lake Worth, Florida, by virtue of the authority vested in me, do hereby proclaim:

**AUGUST 2014**

as

**FLORIDA WATER PROFESSIONALS MONTH**

**IN WITNESS WHEREOF**, I have set my hand and caused the seal of the City of Lake Worth, Florida, to be affixed this 1<sup>st</sup> day of August, 2014.

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Pam Triolo, Mayor

ATTEST:

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Pamela J. Lopez, City Clerk

## **PROCLAMATION**

**WHEREAS**, the City of Lake Worth was previously an unincorporated community known as Jewell; and

**WHEREAS**, Jewell's first residents were a hardy group of Everglades pioneers with pride in the community they were building; and

**WHEREAS**, among Jewell's founders were Fannie and Samuel James, Harry Griswold, Dr. Harry Stites, Michael Merckel and Olai Gudmundsen, people of diverse cultural backgrounds including African-American, Bahamian, European-American, German and Swedish; and

**WHEREAS**, the City of Lake Worth continues to pride itself in its civic-minded and diverse population; and

**WHEREAS**, Jewell was first put on the map with the establishment of the Jewell Post Office on August 22, 1889; and

**WHEREAS**, the first Jewell Post Office was located on the waterfront in the current south end of Bryant Park; and

**WHEREAS**, August 22, 2014 marks the 125th anniversary of the establishment of the Jewell Post Office; and

**WHEREAS**, the City of Lake Worth desires to celebrate its history and the enterprising courage of its founders.

**NOW, THEREFORE, I, PAM TRIOLO**, Mayor of the City of Lake Worth, Florida, by virtue of the authority vested in me, do hereby proclaim:

**AUGUST 22, 2014**  
**as**  
**JEWELL FOUNDERS DAY**

**IN WITNESS WHEREOF**, I have set my hand and caused the Seal of the City of Lake Worth Florida to be affixed this 19th day of August, 2014.

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Pam Triolo, Mayor

ATTEST:

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Pamela J. Lopez, City Clerk



## CITY OF LAKE WORTH

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**AGENDA DATE:** August 19, 2014, Regular Meeting

**DEPARTMENT:** City Clerk

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### **EXECUTIVE BRIEF**

**TITLE:**

Planning & Zoning Board Update

**SUMMARY:**

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

**BACKGROUND AND JUSTIFICATION:**

The Board members review and approve site plans for three-units or more of residential development and all commercial development. The members also review community appearance and have the ability to grant variances from the Lake Worth Zoning Code. The members also serve as the Board of Sign Appeals and Nuisance Abatement Board. The members 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:** August 19, 2014, Regular Meeting

**DEPARTMENT:** City Clerk

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### **EXECUTIVE BRIEF**

**TITLE:**

College Park Neighborhood Association Update

**SUMMARY:**

Ms. Mary Lindsey, Board Chair, 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 College Park Neighborhood Association was on July 16, 2013.

**MOTION:**

Not applicable

**ATTACHMENT(S):**

Fiscal Impact Analysis – not applicable

**College Park Neighborhood Association**

Presentation to the Lake Worth City Commission  
August 5, 2014

[www.CollegeParklakeworth.com](http://www.CollegeParklakeworth.com)

*In partnership with the City of Lake Worth and the Palm Beach County Sheriff's Office,*

**The College Park Neighborhood Association**  
*proudly presents the very first*

**Neighborhood Wide  
Neighborhood Watch Program**

Funded in part through a matching grant provided by Palm Beach County, the Palm Beach County Office of Community Revitalization and the Resident Education to Action Program (REAP). Approved by the Palm Beach County Board of Commissioners on July 22, 2014. Presented to the Lake Worth City Commission August 5, 2014.

**What's so different about the  
College Park Neighborhood Association  
Neighborhood Wide - Neighborhood Watch?**

1. Fully Integrated into the College Park Neighborhood Association.
2. Crime Watch meetings are a part of every Neighborhood Association meeting. Eliminates the need for 27 block captains & 27 different meetings.
3. Coordinated effort throughout the entire Neighborhood.
4. Neighborhood Wide Door to Door Information campaign. Information is delivered Face to Face - Neighbor to Neighbor.
5. Everyone is included. Membership in the Association is encouraged - not required.
6. Full support of the Palm Beach County Sheriff's Office and the City of Lake Worth.

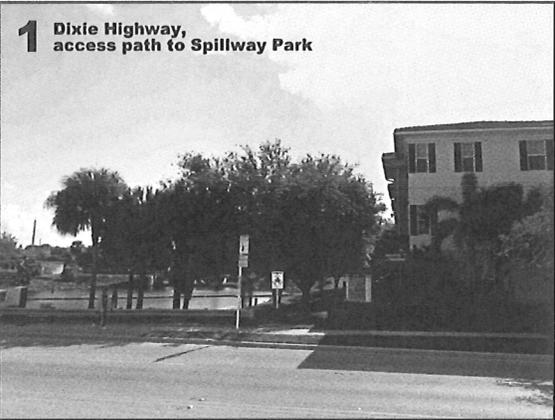
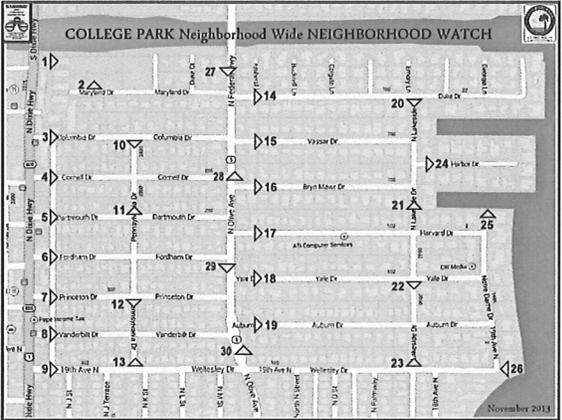
**Door to Door Information**

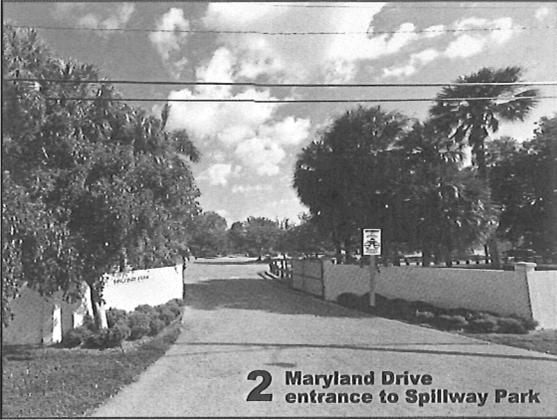
- ✓ Brochures
- ✓ Window Stickers
- ✓ Make The Call Y'all Cards

**Make the Call Y'all**  
For Emergencies 911

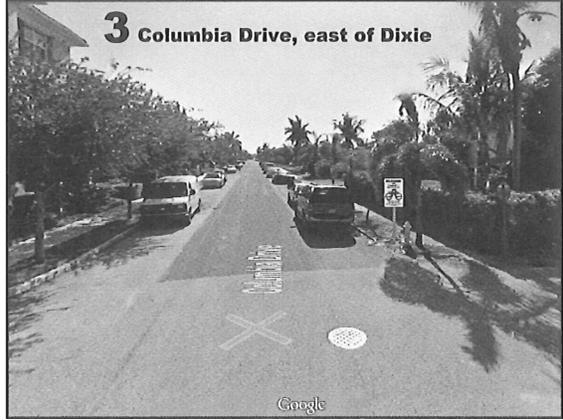
**WHEN IS IT A GOOD TIME TO CALL PBSO?**  
Any Time & Every Time  
**(561) 688-3400**

**To Report Suspicious Activity**  
**(561) 688-3400**

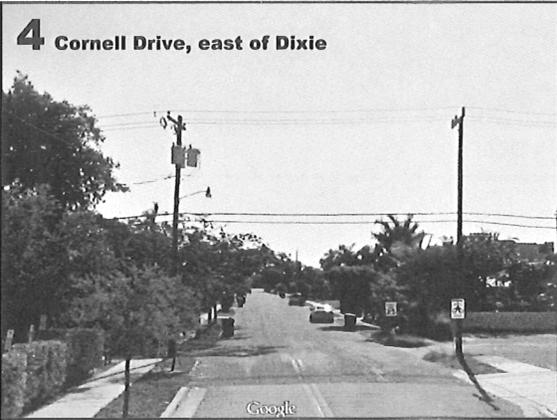




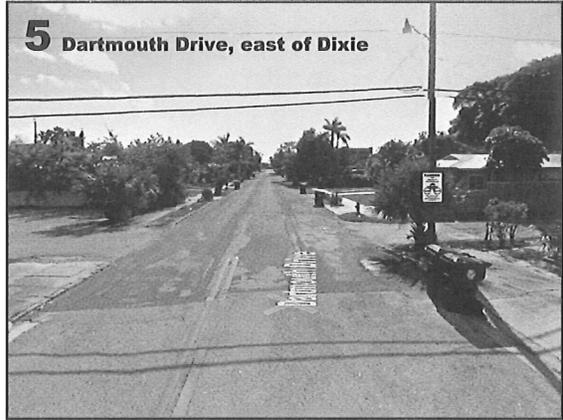
**2** Maryland Drive  
entrance to Spillway Park



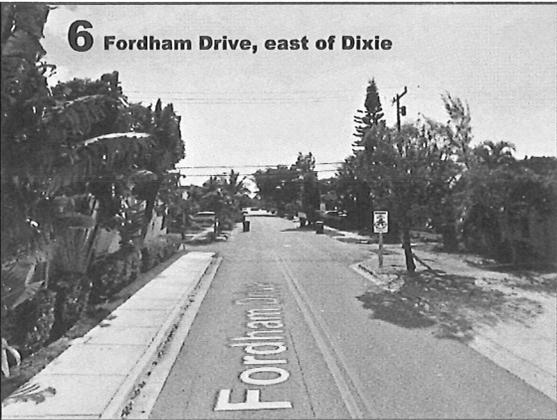
**3** Columbia Drive, east of Dixie



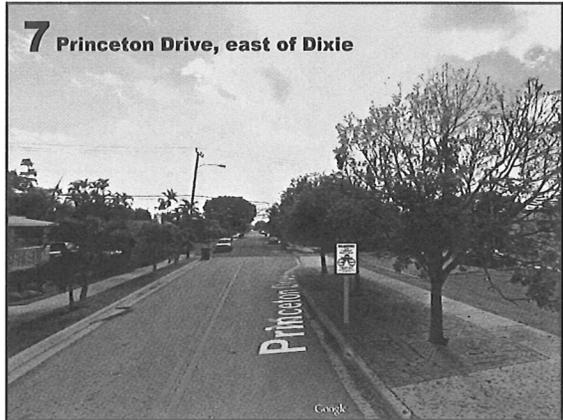
**4** Cornell Drive, east of Dixie



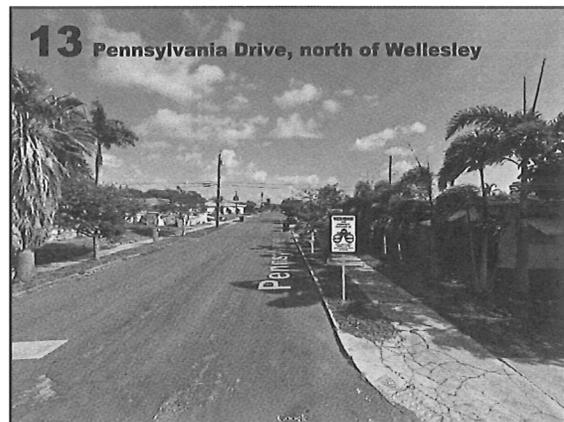
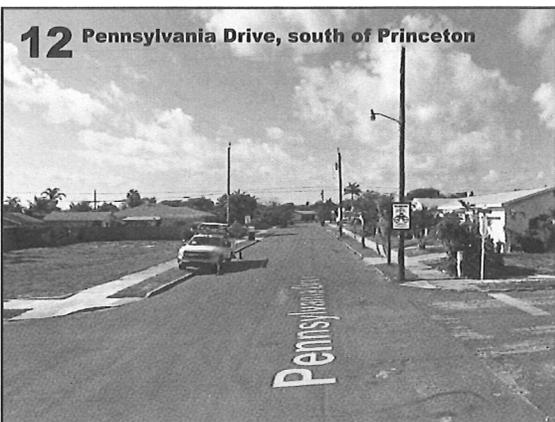
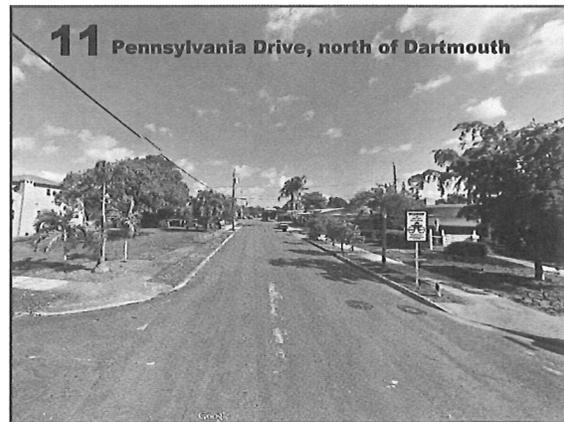
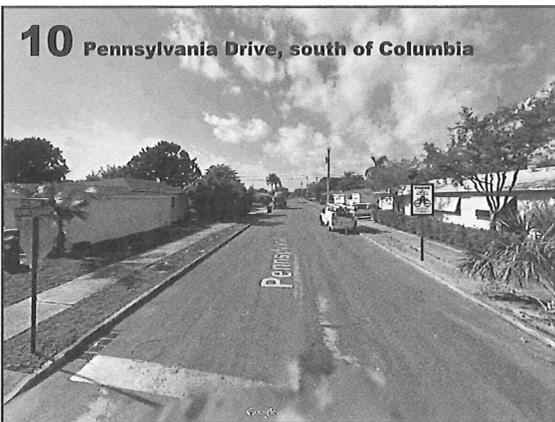
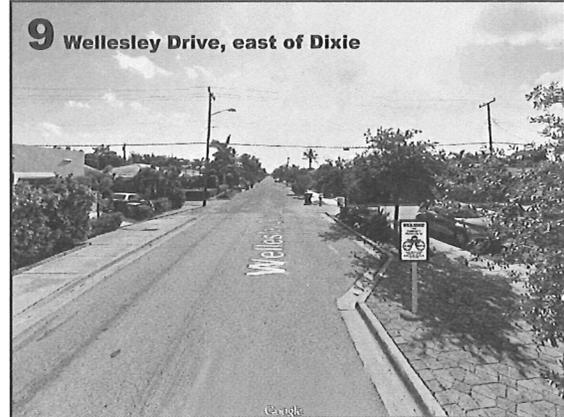
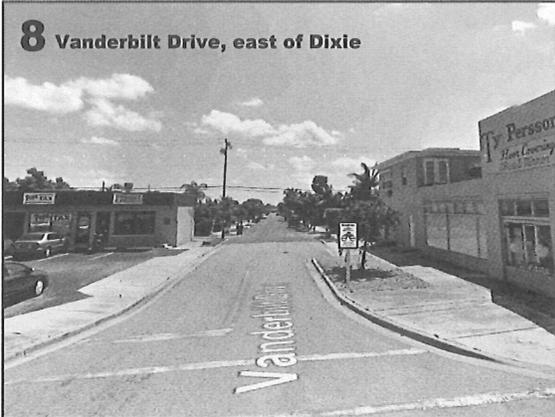
**5** Dartmouth Drive, east of Dixie

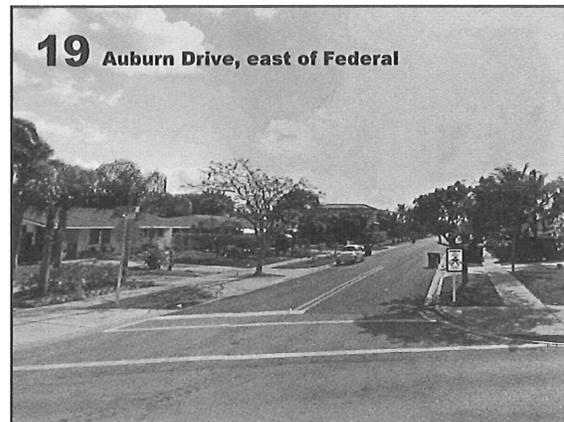
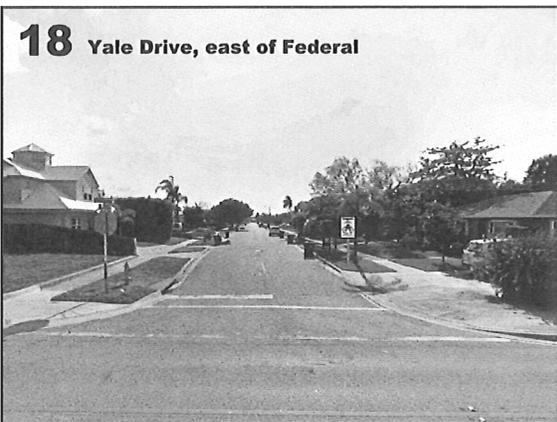
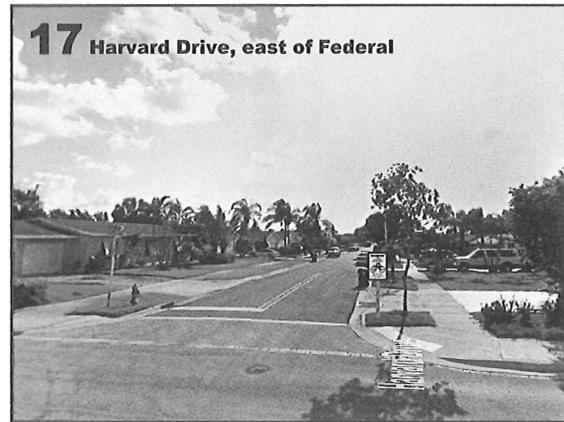
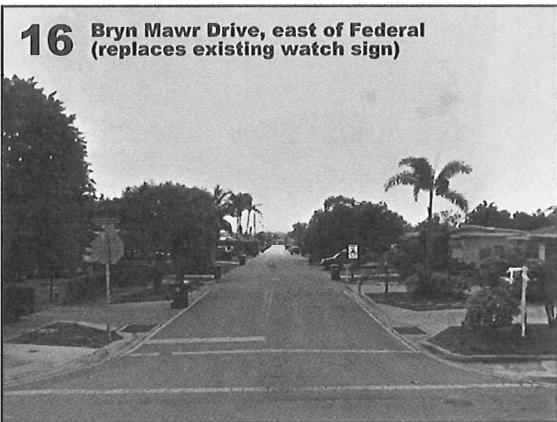
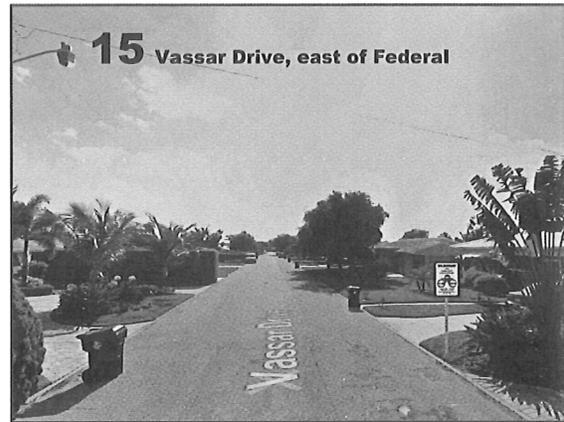
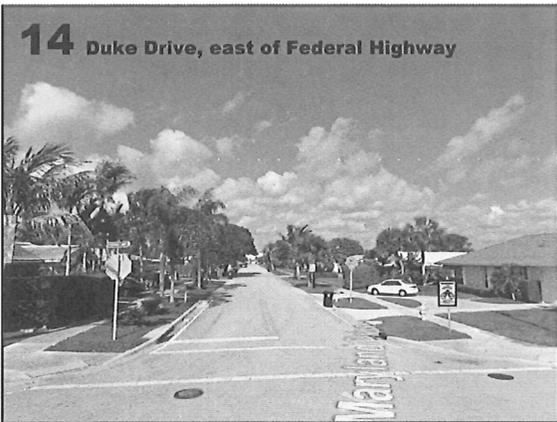


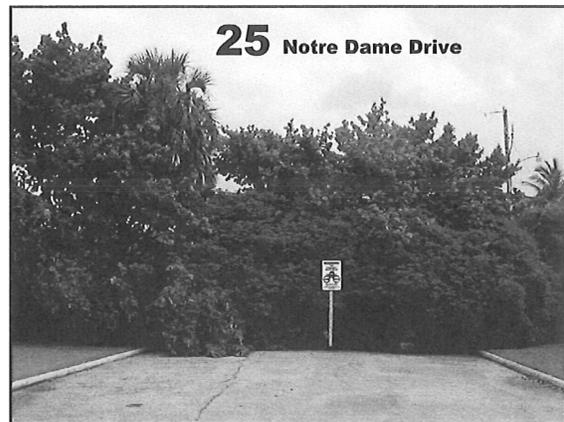
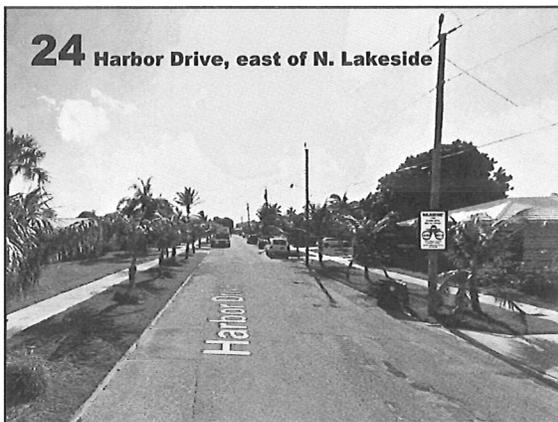
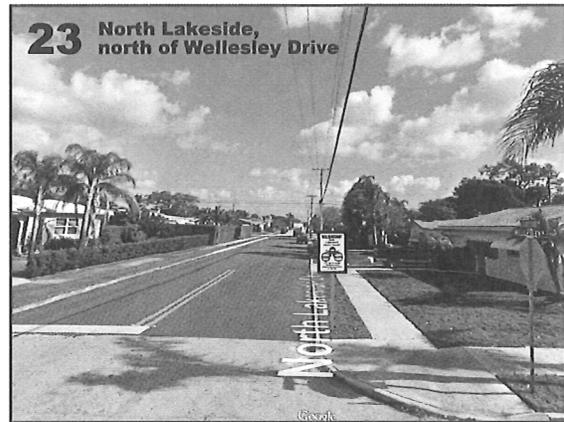
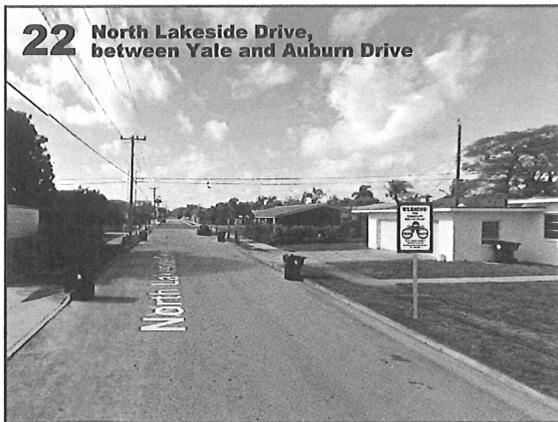
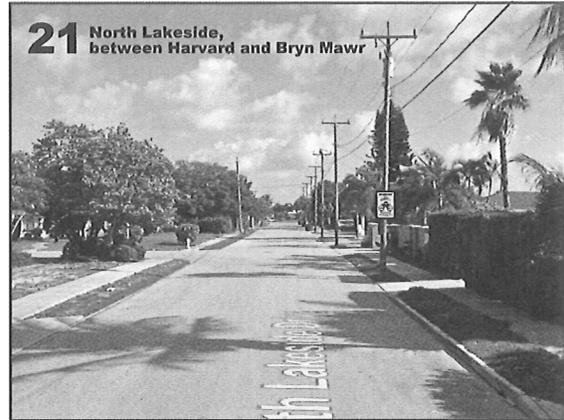
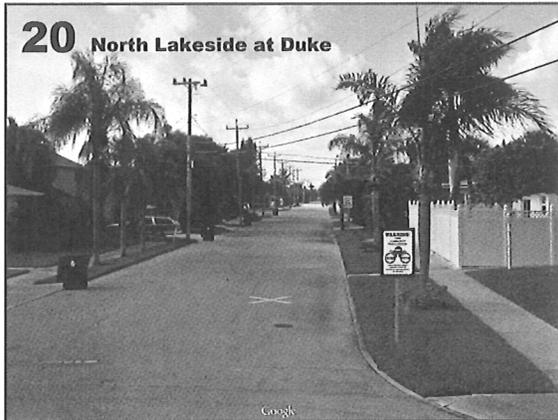
**6** Fordham Drive, east of Dixie

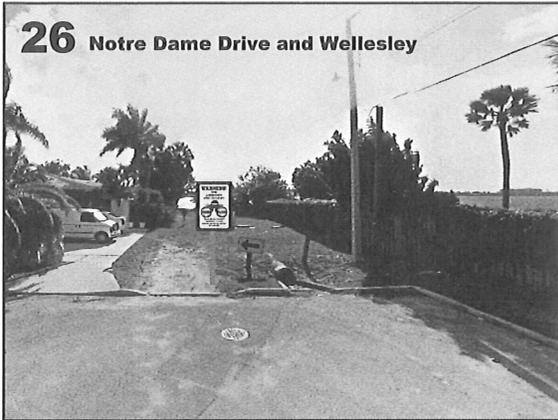


**7** Princeton Drive, east of Dixie









## Who is Contributing What?

### Palm Beach County Sheriff's Office

\$651.97 Donated 1000 Neighborhood Watch brochures and window stickers plus 2 signs

### The City of Lake Worth

\$125.84 Donated labor to install 26 Neighborhood Watch signs and poles

### The College Park Neighborhood Association

\$97.60 Cash match for 1000 "Make the Call Y'all" postcards  
 \$2500.00 250 Volunteer hours (valued at \$10 per hour by PBC)  
 to conduct door to door information interviews with Neighbors

### Palm Beach County REAP grant

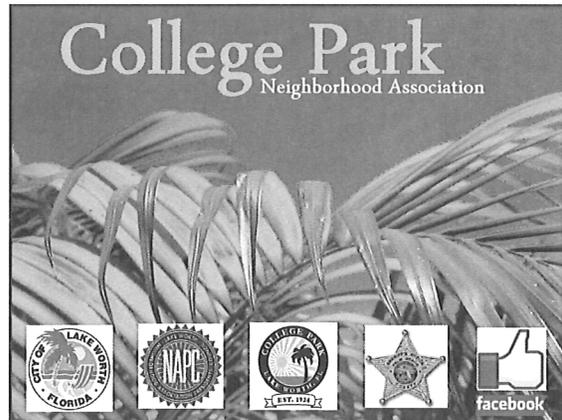
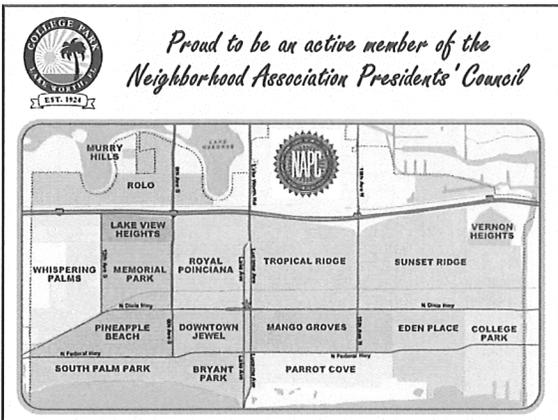
\$1,502.70 Funds to purchase Crime Watch signs, metal poles and brackets

**Total Grant Request :** \$1,502.70 = 31% of the Total Project Cost

**Total Match:** \$3,375.41 = 69% of the Total Project Cost

**Total Cost of the Project :** \$4,878.11

**Total Grant Awarded:** \$1,600.00



**MINUTES  
CITY OF LAKE WORTH  
CITY COMMISSION  
BUDGET WORK SESSION NO. 2  
JUNE 24, 2014 – 6:00 PM**

The meeting was called to order by Mayor Triolo on the above date at 6:00 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 Christopher McVoy, Andy Amoroso, and John Szerdi. Also present were City Manager Michael Bornstein and City Clerk Pamela Lopez.

**2. PLEDGE OF ALLEGIANCE:**

The pledge of allegiance was led by Commissioner Christopher McVoy.

**3. UPDATES/FUTURE ACTION/DIRECTION:**

**A. Discuss the Fiscal Year 2015 draft City budget**

City Manager Bornstein explained that Administration was still working on the budget. Each department's staff met with the Finance Department and discussed, line by line, their current fiscal year budget projections through September 30, 2014. These projections were honed, and the Fiscal Year 2015 budget was still being honed.

**1) Water, Local, and Regional Sewer Funds**

Larry Johnson, Water/Sewer Director, said he would discuss the annual water utility report, water and sewer system rate analysis, and budget summaries. He cited accomplishments made during Fiscal Year 2014, challenges, and goals for Fiscal Year 2015. He explained his personnel request included transferring three employees within the Water Department and adding two new personnel to manage multiple large capital projects. The total Water Department staff, including the two additional personnel, would be 47.

He said the Water Fund would be reduced from \$19.2 million to \$15.8 million; the Local Sewer would increase from \$8.5 million to \$10.4 million; and the Regional Sewer would be reduced from \$6.4 million to \$6.0 million. He advised that the budget included a \$1.2 million contribution to the

General Fund and contributions to the Lake Worth 2020 projects. He explained that the regional sewer flow rates increased for all members due to the East Central Regional (ECR) Wastewater Treatment Plant's capital project.

Request/comment summary:

1. Commissioner Amoroso requested job descriptions for the two new positions.

Douglas Wood, Finance Director, explained in detail the Fiscal Year 2014 adjusted budget and Fiscal Year 2015 proposed budget requests for Water, Local Sewer, and Regional Sewer Funds.

Michael Burton, Burton & Associates, explained in detail his water rate study with and without the Lake Worth 2020 and two-inch watermain pipe replacement projects. He explained in detail his sewer rate study with and without the Lake Worth 2020 projects. He said that, in comparison with other municipalities' residential Fiscal Year 2014 water/sewer bills using 5,000 gallons, Lake Worth had the sixth highest rate, but with just sewer rates, Lake Worth had the fifth lowest rate.

Mayor Triolo recessed the meeting at 7:21 PM and reconvened at 7:35 PM.

## **2) Beach Fund**

### **Ocean Rescue Division**

Juan Ruiz, Leisure Services Director, said no additional personnel were requested and cited lifeguard and beach activities. He said the Fiscal Year 2015 proposed budget included a reduction in both personnel and operational costs.

### **Lake Worth Casino Building and Beach Complex**

Juan Ruiz, Leisure Services Director, explained in detail the personnel organization chart; discussed the Casino Beach Complex's operational enhancements; and explained the Casino Building, Beach Park, and Casino Ballroom's Fiscal Year 2014 operating costs compared to Fiscal Year 2015's proposed budget.

### **Parking Division**

Juan Ruiz, Leisure Services Director, explained in detail the personnel organization chart, accomplishments, revenue breakdown between October

and May, five-year parking revenue projections, and Fiscal Year 2015's proposed budget meter revenue and initiatives.

### **Lake Worth Municipal Pool**

Juan Ruiz, Leisure Services Director, cited pool attendance information and pool activities. He explained in detail the personnel organization chart, Fiscal Year 2014 operating costs compared to Fiscal Year 2015's proposed budget, and funding requests for Fiscal Year 2015.

Commissioner Amoroso left the meeting at 8:56 PM and returned at 8:58 PM.

Douglas Wood, Finance Director, said the Finance Advisory Board members reviewed the Beach Fund and their intent was to provide the Commission with a recommendation. He explained in detail Fiscal Year 2014's budget and forecast and Fiscal Year 2015's proposed budget. He said the Beach Fund could not pay back its loan to the Water Fund for the second year.

Mayor Triolo recessed the meeting at 9:22 PM and reconvened at 9:36 PM.

### **3) Golf Fund**

Juan Ruiz, Leisure Services Director, announced that this item would be rescheduled to the July 7, 2014, budget work session.

### **4) Library Trust, Simpkin Trust**

Juan Ruiz, Leisure Services Director, announced that this item would be rescheduled to the July 7, 2014, budget work session.

### **5) Code Remediation Fund**

William Waters, Community Sustainability Director, explained in detail the Fiscal Year 2014 budget forecast and about replenishing the Fund.

Consensus: To extend the meeting one hour in accordance with the Commission's Rules and Procedures Rule 1(5).

### **6) Building Funds**

William Waters, Community Sustainability Director, said he anticipated the estimated revenue for Fiscal Year 2014 would be exceeded.

**4. ADJOURNMENT:**

Consensus: To adjourn the meeting at 10:00 PM.

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PAM TRIOLO, MAYOR

ATTEST:

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PAMELA J. LOPEZ, CITY CLERK

Minutes Approved: August 19, 2014

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

**MINUTES  
CITY OF LAKE WORTH  
REGULAR MEETING OF THE CITY COMMISSION  
JULY 1, 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 (arrived 6:04 PM) and Andy Amoroso. Commissioner John Szerdi was absent. Also present were City Manager Michael Bornstein, City Attorney Glen Torcivia, and City Clerk Pamela Lopez.

**2. INVOCATION:**

The invocation was offered by Pastor Leonce Estimable of Church of God, Christian Fellowship.

**3. PLEDGE OF ALLEGIANCE:**

The pledge of allegiance was led by Commissioner Andy Amoroso.

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

There were no changes made to the agenda.

**5. PRESENTATIONS:**

**A. 2014 Annual Citizen Survey Report by Sharon Parsons**

Commissioner McVoy arrived at 6:04 PM.

Dr. Sharon Parson provided information on the survey's purpose, City's background, method and demographics, and results of the survey. She commented that an overwhelming majority of the responders agreed that Lake Worth was open and accepting and most agreed that the quality of life was good. More than half of the responders agreed that there was a sense of community and only half considered Lake Worth safe.

She recommended:

- an assurance that a representative sample of the population be included in future surveys;
- the need for signage;
- an adequate system for feedback be provided;

- increasing transparency and citizen access to information via the City's website;
- ease resident access to City attractions;
- work with the Sheriff's Office on crime prevention and publicize the strategies adopted; and
- create a focus group to review the survey report and provide the Commission with recommendations.

Vice Mayor Maxwell left the meeting at 6:32 PM and returned at 6:34 PM.

**B. Update provided by Bryant Park Neighborhood Association**

Herman Robinson thanked the Neighborhood Association Presidents Council and its President, Mary Lindsey for the work they did on the Annual Raft Race.

Mary Lindsey, Neighborhood Association Presidents Council President, said they were ready for the raft race and explained the many trophies to be won. She provided information on all of the planned July 4<sup>th</sup> events.

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

Commissioner Amoroso: said he met with Senator Abruzzo on July 7, 2014, and requested State funds for the City's infrastructure needs.

Commissioner McVoy: said he would be out of town during the Annual Raft Race on July 4, 2014, and would be absent for a month; however, he said he planned on participating via teleconferencing during the July 7 and July 8, 2014, Commission meetings.

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

No one from the public commented on non-agendaed or Consent Agenda items.

**8. APPROVAL OF MINUTES:**

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

**A. City Commission Meeting – June 17, 2014**

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

**9. CONSENT AGENDA:**

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to approve the Consent Agenda.

**A. Resolution No. 33-2014 – declaration of intent to abandon a portion of a 10 foot utility easement and schedule the public hearing date for August 19, 2014**

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

RESOLUTION NO. 33-2014 OF THE CITY OF LAKE WORTH, FLORIDA, DECLARING THE INTENTION OF THE CITY COMMISSION TO CONSIDER THE ABANDONMENT OF A PORTION OF A 10 FOOT UTILITY EASEMENT LYING NORTH AND SOUTH, OVER, UNDER AND ACROSS BLOCK 2, DONORA PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 13 PAGE 36 OF PALM BEACH COUNTY PUBLIC RECORDS; SETTING A PUBLIC HEARING TO HEAR AND CONSIDER OBJECTIONS TO AND PROTESTS AGAINST THE PROPOSED ABANDONMENT; PROVIDING AN EFFECTIVE DATE.

**B. Resolution No. 35-2014 – submit funding proposal for trolley service to the Palm Beach Metropolitan Planning Organization**

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

RESOLUTION NO. 35-2014 OF THE CITY OF LAKE WORTH, FLORIDA, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE PALM BEACH METROPOLITAN PLANNING ORGANIZATION FOR GRANT FUNDING UNDER THE 2014 APPLICATION CYCLE OF THE CATEGORICAL FUNDING PROGRAM FOR FISCAL YEARS 2016 - 2020 FOR IMPLEMENTATION OF NEW TROLLEY SERVICE; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

**C. Resolution No. 36-2014 – submit funding proposal for a comprehensive bicycle network to the Palm Beach Metropolitan Planning Organization**

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

RESOLUTION NO. 36-2014 OF THE CITY OF LAKE WORTH, FLORIDA, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE PALM BEACH METROPOLITAN PLANNING ORGANIZATION FOR GRANT FUNDING UNDER THE 2014 APPLICATION CYCLE OF THE CATEGORICAL FUNDING PROGRAM FOR FISCAL YEARS 2016 - 2020 FOR CONSTRUCTION OF A COMPREHENSIVE BICYCLE NETWORK IN

THE CITY; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

**D. Resolution No. 37-2014 – submit funding proposal for way finding signage to the Palm Beach Metropolitan Planning Organization**

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

RESOLUTION NO. 37-2014 OF THE CITY OF LAKE WORTH, FLORIDA, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE PALM BEACH METROPOLITAN PLANNING ORGANIZATION FOR GRANT FUNDING UNDER THE 2014 APPLICATION CYCLE OF CATEGORICAL FUNDING PROGRAM FOR FISCAL YEARS 2016-2020 FOR INSTALLATION OF WAY FINDING SIGNAGE THROUGHOUT THE CITY; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

**E. Continuing agreements for various professional services also known as the Consultant's Competitive Negotiations Act (CCNA)**

**F. Continuing professional services agreements for lot clearing under the Code Compliance Remediation Program**

**G. Contract with Springsted, Inc. to conduct a Classification and Compensation Study**

**H. Purchase Order with the State of Florida Department of Management Services for bulk fuel, gasoline, and diesel**

**I. Purchase Order with DS Eakins Construction Corp. to replace collapsed sewer**

**J. Purchase Agreement with Atlantic Machinery, Inc. to replace a TV camera truck to be used by the Water Utility Department**

**K. Ratify board members to various City advisory boards**

**L. Release easement agreement, cross access easement, and unified use and issue a new cross access agreement with Value Place Hotel located at 2171 10<sup>th</sup> Avenue North**

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

**10. PUBLIC HEARINGS:**

**A. Ordinance No. 2014-19 – Second Reading and Public Hearing – update the Police Retirement System to comply with the Internal Revenue Service Code**

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE No. 2014-19 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 16 PENSION AND RETIREMENT, ARTICLE IV, DIVISION 1, POLICE RETIREMENT SYSTEM, OF THE CODE OF ORDINANCES, TO PROVIDE FOR COMPLIANCE WITH THE INTERNAL REVENUE CODE; TO PROVIDE FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE FOR SEVERABILITY AND TO PROVIDE FOR AN EFFECTIVE DATE.

Action: Motion made by Commissioner Amoroso and seconded by Commissioner McVoy to approve Ordinance No. 2014-19 on second reading.

City Manager Bornstein explained that the ordinance amended the Police Retirement System to comply with the Internal Revenue Service Code and State Statutes.

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 and Amoroso. NAYS: None.

**B. Ordinance No. 2014-20 – Second Reading and Public Hearing – update the General Employees Retirement System to comply with the Internal Revenue Service Code**

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE No. 2014-20 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 16, ARTICLE II, DIVISION 2 OF THE CODE OF ORDINANCES, AMENDING SECTION 16-29, PENSION BENEFITS; AMENDING SECTION 16-32, DEATH BENEFITS; AMENDING SECTION 16-42, INTERNAL REVENUE CODE COMPLIANCE; AND AMENDING SECTION 16-43, DEFERRED RETIREMENT OPTION PLAN; TO PROVIDE FOR COMPLIANCE WITH THE INTERNAL REVENUE CODE; TO PROVIDE FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE FOR SEVERABILITY AND TO PROVIDE FOR AN EFFECTIVE DATE.

Action: Motion made by Commissioner McVoy and seconded by Commissioner Amoroso to approve Ordinance No. 2014-20 on second reading.

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 and Amoroso. NAYS: None.

**C. Ordinance No. 2014-21 – Second Reading and Public Hearing – provide for the annual payment from Division II to Division I of the Police Pension System**

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2014-21 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 16 OF THE CODE OF ORDINANCES; REGARDING PENSIONS AND RETIREMENT, DIVISIONS 1 AND 2 OF THE POLICE RELIEF AND PENSION FUND; PROVIDING FOR RECOGNIZING THE TRANSFER OF CHAPTER 185 PREMIUM TAX REVENUE FROM DIVISION 2 TO DIVISION 1; PROVIDING FOR A SEVERABILITY CLAUSE; FOR THE REPEAL OF CONFLICTING ORDINANCES; A CODIFICATION CLAUSE; AND EFFECTIVE DATE.

Mayor Triolo explained that the ordinance provided for the annual transfer of funds to be a recurring event without further action by the City Commission and addressed the time when all Division II employees retired.

Action: Motion made by Commissioner Amoroso and seconded by Commissioner McVoy to approve Ordinance No. 2014-21 on second reading.

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 and Amoroso. NAYS: None.

**11. UNFINISHED BUSINESS:**

There were no Unfinished Business items on the agenda.

**12. NEW BUSINESS:**

- A. Designate a voting delegate for the business meeting during the 2014 Florida League of Cities 88<sup>th</sup> annual conference on August 14-16, 2014 in Hollywood, Florida**

Action: Motion made by Commissioner Amoroso and seconded by Commissioner McVoy to appoint Vice Mayor Maxwell as the voting delegate for the Florida League of Cities Annual Business Meeting at the Florida League of Cities annual conference on August 14-16, 2014, in Hollywood, Florida.

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

**13. LAKE WORTH ELECTRIC UTILITY:**

**A. PRESENTATION:**

**1) Update on the electric utility system**

Commissioner McVoy announced that City survey responders were satisfied with Utilities Customer Service.

**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:**

City Attorney Torcivia did not provide a report.

**15. CITY MANAGER'S REPORT**

**A. August 19, 2014 – draft Commission agenda**

City Manager Bornstein did not provide a report.

**16. ADJOURNMENT:**

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to adjourn the meeting at 6:59 PM.

Pg. 8, Regular Meeting, 7/01/2014

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

\_\_\_\_\_  
PAM TRIOLO, MAYOR

ATTEST:

\_\_\_\_\_  
PAMELA J. LOPEZ, CITY CLERK

Minutes Approved: August 19, 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  
BUDGET WORK SESSION NO. 3  
JULY 7, 2014 – 6:00 PM**

The meeting was called to order by Vice Mayor Maxwell on the above date at 6:00 PM in the City Commission Chamber, located at 7 North Dixie Highway, Lake Worth, Florida.

**1. ROLL CALL:**

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

**2. PLEDGE OF ALLEGIANCE:**

The pledge of allegiance was led by Commissioner John Szerdi.

**3. UPDATES/FUTURE ACTION/DIRECTION:**

**A. Discuss the Fiscal Year 2015 proposed budget**

**1) General Fund**

City Manager Bornstein said the budget was still in its early process, the numbers were not balanced, and staff was continuing to hone the budget. He said the Commission would receive the departments' personnel organizational charts.

He provided comparison information on the following:

- Revenues versus expenditures between Fiscal Years 2004 through the Fiscal Year 2014 forecast and requested Fiscal Year 2015 budgets;
- Expenditures on personnel services, operating expenses, capital outlay, and other uses between Fiscal Years 2011 through the Fiscal Year 2014 forecast and requested Fiscal Year 2015 budgets;
- Revenues from ad valorem, federal/state/local, utility/franchise fees, local generated revenues, enterprise contributions, and transfers in/reimbursement between Fiscal Years 2011 through Fiscal Year 2014 forecast and requested Fiscal Year 2015 budgets; and
- Controllable versus uncontrollable costs between Fiscal Years 2012 through Fiscal Year 2014 forecast and requested Fiscal Year 2015 budgets.

Lengthy discussion ensued regarding not reducing the electric rate next fiscal year, focus on marketing the City's reduction in electric rates because the public was not aware of it, and reducing contributions to the General Fund from the Enterprise Funds.

Douglas Wood, Finance Director, explained in detail the General Fund's revenue source and use of funds between Fiscal Years 2012 through Fiscal Year 2014 forecast and requested Fiscal Year 2015 budgets.

Request/comment summary:

1. Vice Mayor Maxwell requested detailed information on budget increases between Fiscal Years 2012 and 2015.

**a. Recreation Division**

Juan Ruiz, Leisure Services Director, and Stephen Haugh, Recreation Supervisor, explained in detail the personnel organization chart, current programs, and facility rental comparisons between Fiscal Years 2011 and June 2014.

Lengthy discussion ensued regarding pavilion revenue, status of part-time positions if grant money to fund them was not received, and verifying the Sunset Ridge Park revenues.

Request/comment summary:

1. Commissioner Amoroso requested information on how or why some parks generated revenue while others did not.
2. Commissioner Amoroso suggested staff market the City's pavilion and park facilities.
3. Vice Mayor Maxwell requested information on how many participants in recreation programs were residents and non-residents.
4. Vice Mayor Maxwell suggested reaching out to professional athletes who were former Lake Worth program participants, remind them about how they were helped along their way, and to cultivate a relationship with them.
5. Commissioner Amoroso requested mid-budget personnel changes be made by the City Commission.

## **Special Events**

Juan Ruiz, Leisure Services Director, and Dottie Carson, Special Events Manager, explained in detail the personnel organization chart, operating and personnel expenses, and individual events' cost versus revenue.

Commissioner Amoroso left the meeting at 7:32 PM and returned at 7:35 PM.

Request/comment summary:

1. Vice Mayor Maxwell suggested in-depth discussion about recreation and special events be scheduled during regular work sessions and not during budget work sessions.

Commissioner Szerdi left the meeting at 7:39 PM and returned at 7:42 PM.

## **b. Community Sustainability**

William Waters, Community Sustainability Director, explained in detail their mission statement; personnel organization charts for Administration, Business License, Planning/Zoning and Historic Preservation, Code Compliance, and Building Divisions; each division's responsibilities; and proposed Fiscal Year 2015 budget changes.

Vice Mayor Maxwell left the meeting at 7:46 PM and passed the gavel to Vice Mayor Pro Tem Amoroso.

Vice Mayor Maxwell returned to the meeting at 7:47 PM and resumed the gavel.

Lengthy discussion ensued regarding increased revenues.

Request/comment summary:

1. Vice Mayor Maxwell requested information on the net increase/decrease between Fiscal Years 2014 and 2015.
2. Commissioner Szerdi requested a better informational breakdown on the changes.

Commissioner Amoroso left the meeting at 8:26 PM and returned at 8:28 PM.

Vice Mayor Maxwell left the meeting at 8:30 PM and passed the gavel to Vice Mayor Pro Tem Amoroso.

**2) Refuse and Stormwater Funds**

Jamie Brown, Public Services Director, explained in detail the Administration, Grounds and Cemetery, Refuse, Facilities, Fleet, and Stormwater/Street Divisions' mission statements, responsibilities, staffing, and equipment.

Vice Mayor Maxwell returned to the meeting at 8:36 PM and resumed the gavel.

Request/comment summary:

1. Vice Mayor Maxwell requested information on the net differences between Fiscal Years 2014 and 2015 for all departments.

Douglas Wood, Finance Director, explained in detail the Stormwater and Refuse Funds' revenue sources and use of funds between Fiscal Years 2012 through Fiscal Year 2014 forecast and requested Fiscal Year 2015 budgets.

**3) Road Improvement Fund**

Douglas Wood, Finance Director, explained in detail the Road Improvement Fund's revenue source and use of funds between Fiscal Years 2012 through Fiscal Year 2014 forecast and requested Fiscal Year 2015 budgets.

**4. ADJOURNMENT:**

Consensus: To adjourn the meeting at 9:12 PM.

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PAM TRIOLO, MAYOR

ATTEST:

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PAMELA J. LOPEZ, CITY CLERK

Minutes Approved: August 19, 2014

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

**MINUTES  
CITY OF LAKE WORTH  
SPECIAL MEETING OF THE CITY COMMISSION  
AND  
BUDGET DISCUSSION NO. 4  
JULY 8, 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 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 Scott Maxwell.

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

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

- Add to New Business, Item A – Resolution No. 38-2014 – support the Port of Palm Beach’s application to the US Foreign Trade Zone’s Board for an alternate site framework designation;
- Reorder New Business, Item A to New Business as Item B;
- Reorder New Business, Item B to New Business as Item C; and
- Approve the agenda as amended.

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

**4. NEW BUSINESS:**

**A. Resolution No. 38-2014 – support the Port of Palm Beach’s application to the US Foreign Trade Zone’s Board for an alternate site framework designation**

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

RESOLUTION NO. 38-2014 OF THE CITY OF LAKE WORTH, FLORIDA, APPROVING AND AUTHORIZING THE CITY OF LAKE WORTH TO BE INCLUDED IN AN ALTERNATIVE TRADE ZONE APPLICATION TO BE SUBMITTED BY PORT OF PALM BEACH; APPROVING AND

AUTHORIZING THE MAYOR TO EXECUTE ALL RELATED DOCUMENTS FOR SAID APPLICATION; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Szerdi to approve Resolution No. 38-2014 to be included in the Foreign Trade Zone #135 application.

Dolores Key, Economic Development Manager, explained that the Resolution supported the inclusion of the City into the Foreign Trade Zone (FTZ) #135 expansion application. She said the Port of Palm Beach was the grantee to FTZ #135 and offered millions of dollars in savings through duty relief or duty deferment to companies operating within the FTZ since 1987. The Port of Palm Beach was making application to expand the boundaries of the FTZ and had extended an invitation to the City to be included within the FTZ. She said that, if the Port of Palm Beach was successful in their application, the City would have another tool in the recruitment of value added employers in order to create jobs.

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

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

**B. Resolution No. 34-2014 – establish the Proposed Tentative Millage for Fiscal Year 2014-2015 and schedule the first public hearing date for September 8, 2014**

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

RESOLUTION NO. 34-2014 OF THE CITY OF LAKE WORTH, FLORIDA, ADOPTING A TENTATIVE OPERATING MILLAGE RATE OF 5.4945 MILLS FOR FISCAL YEAR 2014-2015; ESTABLISHING A DATE AND TIME FOR THE FIRST HEARING ON THE TENTATIVE BUDGET AND PROPOSED MILLAGE RATE; AUTHORIZING THE CITY MANAGER TO SUBMIT THE REQUIRED FORMS TO THE PALM BEACH COUNTY PROPERTY APPRAISER; AND PROVIDING FOR AN EFFECTIVE DATE.

Douglas Wood, Finance Director, announced that, pursuant to Florida Statutes 200.065(2)(b), the City must advise the Palm Beach County Property Appraiser of the Tentative Operating Millage Rate and date of the City's first public budget hearing scheduled for September 8, 2014. He said the Tentative Operating Millage Rate, approved at this public meeting, established the maximum millage rate the City may consider and approve during the budget hearings in September. The Tentative Operating Millage Rate may be lowered by the Commission at the hearings, but it could not be raised. He said that, based on the information from the County Property

Appraiser's Office, the Fiscal Year 2015 Operating Rollback Millage was 5.0197. This was the millage rate that would generate the same property tax revenue that was generated in Fiscal Year 2014. With the inclusion of the County Fire Municipal Services Taxing Unit (MSTU) millage of 3.4581, the maximum available Operating Millage could not exceed 6.5419 mills.

Request/comment summary:

1. Commissioner Amoroso requested a copy of the assessed values and resulting ad-valorem taxes document.

Action: Motion made by Commissioner Szerdi and seconded by Commissioner Amoroso to approve Resolution No. 34-2014 and schedule the first public hearing date on September 8, 2014, at 6:00 PM at Lake Worth City Hall.

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 Amoroso and Szerdi. NAYS: None.

## **C. Discuss Fiscal Year 2015 proposed budget**

### **1) Electric Fund**

Clayton Lindstrom, Electric Utility Director, explained in detail the meter change out program, theft of service investigations, collection activity, phone application for bill paying, new bill format, reliability, and comparisons between Fiscal Year 2013 through the Fiscal Year 2014 forecast and requested Fiscal Year 2015 budgets.

Lengthy discussion ensued regarding Informational Technology's cost to all departments, prosecuting theft of service, number of turn offs, securing outside electrical circuits on City facilities, the City's reliability rating being in the State's top 10, and increase in contractual services.

### **2) Golf Fund**

Juan Ruiz, Leisure Services Director, and Chris Fletcher, Golf Course Manager, explained in detail the personnel organization chart, reliance on volunteer staff, and five-year plan. They said expenses had decreased over the past five years; provided revenue highlights to the Fiscal Year 2014 budget and membership information between Fiscal Years 2010 through 2014; said the golf course closed 22 days due to rain; and discussed maintenance projects, use of social media to sell memberships, customer satisfaction survey results, and Fiscal Year 2015 revenue generating initiative.

Lengthy discussion ensued regarding increasing merchandise revenue, how the social media was updated and monitored, and future drainage improvements.

Mayor Triolo recessed the meeting at 7:27 PM and reconvened at 7:40 PM.

**3) Library/Simpkin Trust**

Juan Ruiz, Leisure Services Director, and Vickie Joslin, Library Services Supervisor, explained in detail the personnel organization chart, Library Trust Fund balance, and funding sources. They provided staffing and library material highlights to the Fiscal Year 2014 budget; budget breakdown in staffing, Information Technology cost, and other operating costs between Fiscal Year 2014 and requested Fiscal Year 2015; children and adult programs, outreach, and tours; Library usage; Friends of the Library Grant fund usage; and encouraging donations.

Lengthy discussion ensued regarding Information Technology costs, if there was a need to give direction to the Library Board members, and fund raising efforts and promotions.

**5. ADJOURNMENT:**

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to adjourn the meeting at 7:56 PM.

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

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PAM TRIOLO, MAYOR

ATTEST:

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PAMELA J. LOPEZ, CITY CLERK

Minutes Approved: August 19, 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:** August 19, 2014, Regular Meeting

**DEPARTMENT:** Leisure Services

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### **EXECUTIVE BRIEF**

#### **TITLE:**

Resolution No. 40-2014 - accept a \$50,000 Florida Recreation Development Assistance Program (FRDAP) grant for the Northwest Park playground for the Northwest Park playground

#### **SUMMARY:**

The Resolution accepts \$50,000 to develop a playground at Northwest Park and authorizes the Mayor to execute an agreement.

#### **BACKGROUND AND JUSTIFICATION:**

At its meeting of September 17, 2013, the City Commission approved Resolution No. 50-2013 to authorize the submission of an application for \$50,000 in Fiscal Year 2014-2015 FRDAP grant funding for the development of a playground in Northwest Park. These improvements represent a component of the Northwest Park Complex Renovation Phase II Project to redesign the park to include more amenities that will increase public use of the park.

The proposed project includes the expansion of the playground area and replacement of the existing playground area and replacement of the existing playground equipment that is in a deteriorating condition. As such, the existing equipment poses a potential hazard to users.

On July 1, 2014, the Florida Department of Environmental Protection provided notice to the City of an award of \$50,000 in Fiscal Year 2014-2015 Florida Recreation Development Assistance Program (FRDAP) funds. The improvements must be completed within thirty-six (36) months of full execution of the Project Agreement. The proposed project includes the expansion of the playground area and replacement of the existing playground area and replacement of the existing playground equipment that is in a deteriorating condition. As such, the existing equipment poses a potential hazard to users.

#### **MOTION:**

I move to approve/not approve Resolution No. 40-2014

#### **ATTACHMENT(S):**

Fiscal Impact Analysis  
Resolution  
FRDAP Project Agreement  
Northwest Playground Aerial  
Existing Playground

## **FISCAL IMPACT ANALYSIS**

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	0	-50,000	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	+50,000	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	0	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: \_\_\_\_\_

1  
2  
3 RESOLUTION NO. 40-2014 OF THE CITY OF LAKE WORTH, FLORIDA,  
4 AUTHORIZING THE ACCEPTANCE OF AN AWARD FROM THE FLORIDA  
5 DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF  
6 OPERATIONS, LAND AND RECREATION GRANTS FOR GRANT FUNDS  
7 PROVIDED THROUGH THE FLORIDA RECREATION DEVELOPMENT  
8 ASSISTANCE PROGRAM IN THE AMOUNT OF \$50,000; PROVIDING FOR  
9 AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

10  
11  
12 WHEREAS, the Florida Recreation Development Assistance Program  
13 (“FRDAP”) is administered by the Florida Department of Environmental  
14 Protection, Office of Operations, Land and Recreation (“DEP”) for the purpose  
15 of providing grant funds to local governmental entities for the acquisition and  
16 development of land for public outdoor recreation use on a competitive basis;  
17 and

18  
19 WHEREAS, the City Commission approved Resolution No. 50-2013 to  
20 authorize the submission of an application for Fiscal Year 2014-2015 FRDAP  
21 grant funding in the amount of \$50,000 for the development of a playground at  
22 Northwest Park; and

23  
24 WHEREAS, on July 1, 2014, DEP provided notice to the City of an award  
25 of \$50,000 in FRDAP grant funding; and

26  
27 WHEREAS, the City desires to accept this award for the development of  
28 a new playground at Northwest Park.

29  
30 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF  
31 LAKE WORTH, FLORIDA, that:

32  
33 SECTION 1: The City Commission of the City of Lake Worth, Florida, hereby  
34 approves the acceptance of an award from the Florida Department of  
35 Environmental Protection, Office of Operations, Land and Recreation Grants for  
36 grant funding made available through the Florida Recreation Development  
37 Assistance Program in the amount of \$50,000 for the development of a  
38 playground at Northwest Park.

39  
40 SECTION 2: The City Commission of the City of Lake Worth, Florida, hereby  
41 authorizes the Mayor to execute the original Project Agreement setting forth the  
42 terms and conditions for these grant funds.

43  
44 SECTION 3: Upon execution of the Resolution, one copy shall be delivered to  
45 the Leisure Services Department Director. The fully executed original shall be  
46 maintained by the City Clerk as a public record of the City.

47  
48 SECTION 4: This Resolution shall become effective upon adoption.  
49

51

52 The passage of this Resolution was moved by Commissioner \_\_\_\_\_,  
53 seconded by Commissioner \_\_\_\_\_, and upon being put to a  
54 vote, the vote was as follows:

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Mayor Pam Triolo

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Vice Mayor Scott Maxwell

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Commissioner Christopher McVoy

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Commissioner Andy Amoroso

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Commissioner John Szerdi

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Mayor Pam Triolo thereupon declared this Resolution duly passed and  
63 adopted on the 19<sup>th</sup> day of August, 2014.

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LAKE WORTH CITY COMMISSION

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By: \_\_\_\_\_  
Pam Triolo, Mayor

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ATTEST:

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\_\_\_\_\_  
Pamela J. Lopez, City Clerk

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)  
PROJECT AGREEMENT (SFY 2014-2015) – **DEVELOPMENT**

This PROJECT AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Mail Station 595, Tallahassee, Florida 32399 hereinafter called the DEPARTMENT, and the **CITY OF LAKE WORTH**, whose address is **7 North Dixie Highway, Lake Worth, Florida 33460** hereinafter called the GRANTEE, a local government, in furtherance of an approved public outdoor recreation project. In consideration of the mutual covenants contained herein and pursuant to section 375.075, Florida Statutes, and chapter 62D-5, Part V, Florida Administrative Code, the parties hereto agree as follows:

1. This PROJECT AGREEMENT shall become effective upon execution by both parties and the GRANTEE shall complete construction of all PROJECT ELEMENTS on or before **April 30, 2017** (hereinafter referred to as the PROJECT completion date).
2. The DEPARTMENT has found that public outdoor recreation is the primary purpose of the project known as **North West Park** (Florida Recreation Development Assistance Program (FRDAP), FRDAP Project Number **A15104**), hereinafter called the PROJECT, and enters into this PROJECT AGREEMENT with the GRANTEE for the development of that real property, the legal description of which shall be submitted to the DEPARTMENT as described in the Florida Recreation Development Assistance Program Development Commencement Documentation Checklist, DEP Form FPS-A034.
3. The GRANTEE agrees to conduct the PROJECT in accordance with the terms and conditions set forth in this AGREEMENT, Attachment 1, PROJECT Work Plan, and all exhibits and attachments references herein and made a part hereof. PROJECT ELEMENTS may be modified by the DEPARTMENT if the GRANTEE shows good cause and the DEPARTMENT approves the modification. Any revisions to the PROJECT ELEMENTS as set forth in the approved Project Application and Attachment 1 must be formally requested by the GRANTEE and, if agreed upon by the DEPARTMENT, the modifications will be reduced to writing in an amendment to this PROJECT AGREEMENT. PROJECT planning expenses cannot exceed 15% of the PROJECT cost to be eligible for reimbursement.

4. This PROJECT AGREEMENT shall be performed in accordance with section 375.075, Florida Statutes; and chapter 62D-5, Part V, Florida Administrative Code, effective August 15, 2004, hereinafter called the RULE. The GRANTEE shall become familiar with and comply with all provisions of the RULE, which is incorporated into this PROJECT AGREEMENT as if fully set forth herein. It is the intent of the DEPARTMENT and the GRANTEE that none of the provisions of section 163.01, Florida Statutes, shall apply to this PROJECT AGREEMENT.
5. All forms referenced in this PROJECT AGREEMENT may be found at [www.dep.state.fl.us/parks/oirs](http://www.dep.state.fl.us/parks/oirs).
6. Prior to commencement of PROJECT development, the GRANTEE shall submit the documentation required by the Florida Recreation Development Assistance Program, Commencement Documentation Checklist, DEP Form FPS-A034, referenced in s. 62D-5.058(7)(c) of the RULE, to the DEPARTMENT. Upon determining that the documentation complies with the RULE, the DEPARTMENT will give written notice to GRANTEE to commence the development.
7. The GRANTEE shall obtain all required local, state and federal permits and approvals prior to completion of the PROJECT construction and shall certify that it has done so to the DEPARTMENT by completing the Project Completion Certification, DEP Form FPS-A037, referenced in s. 62D-5.058(7)(d) of the RULE.
8. A. The GRANTEE may subcontract work under this PROJECT AGREEMENT without the prior written consent of the DEPARTMENT'S Grant Manager. The payment terms of subcontracts (other than construction and the purchase of commodities) shall comply with the terms of this Agreement. Regardless of any subcontract, the Grantee is ultimately responsible for all work performed under this Agreement. The GRANTEE may also be required to submit a copy of each executed subcontract to the DEPARTMENT within ten (10) days after execution. The GRANTEE agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the GRANTEE that the DEPARTMENT shall not be liable to any 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.  
  
B. Subcontractors - Payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the GRANTEE. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the project. All multipliers used (i.e. fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the DEPARTMENT determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the GRANTEE shall be required to reimburse such funds to the DEPARTMENT within thirty calendar (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Additionally, independent of the GRANTEE'S contract obligations to the Subcontractor, the DEPARTMENT shall not reimburse any of the following types of charges: cell phone usage, attorneys' fees (other than title work), civil or administrative penalties, handling fees, such as set percent

overages associated with purchasing supplies or equipment. For fixed price (vendor) subcontracts, the following provisions shall apply:

- i. The GRANTEE may award, on a competitive basis, fixed price subcontracts to consultants/contractors in performing the work described in Attachment 1. Invoices submitted to the DEPARTMENT for fixed price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (Invitation to Bid or Request for Proposals) resulting in the fixed price subcontract.
  - ii. The GRANTEE may request approval from the DEPARTMENT to award a fixed price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the GRANTEE shall request the advance written approval from the DEPARTMENT'S Grant Manager of the fixed price negotiated by the GRANTEE. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the DEPARTMENT Grant Manager's approval of the fixed price amount, the GRANTEE may proceed in finalizing the fixed price subcontract.
  - iii. All subcontracts are subject to the provisions of paragraph 8 and any other appropriate provisions of this PROJECT AGREEMENT which affect subcontracting activities.
9. Land owned by the GRANTEE, which is developed or acquired with FRDAP funds, shall be dedicated in perpetuity as an outdoor recreation site by the GRANTEE for the use and benefit of the public as stated in section 62D-5.059(1) of the RULE. Land under control other than by ownership of the GRANTEE, such as by lease, shall be dedicated as an outdoor recreation area for the use and benefit of the public for a minimum period of twenty-five (25) years from the completion date set forth in the PROJECT completion certificate. All dedications must be recorded in the county property records by the owner, or by the GRANTEE if the owner has given GRANTEE authority to do so. Such PROJECT shall be open at reasonable times and shall be managed in a safe and attractive manner appropriate for public use.
10. The GRANTEE must erect a permanent information sign on the PROJECT site which credits PROJECT funding or a portion thereof, to the Florida Department of Environmental Protection and the Florida Recreation Development Assistance Program. The sign must be made of appropriate materials, which will be durable for a minimum of twenty-five (25) years after the PROJECT is complete. The sign must be installed on the PROJECT site and approved by the DEPARTMENT before the final PROJECT reimbursement request is processed.
11. The DEPARTMENT has the right to inspect the PROJECT and any and all records related thereto at any reasonable time.
12. A. The DEPARTMENT shall compensate the GRANTEE, on a reimbursement basis, funds not to exceed **\$ 50,000.00**, which will pay the DEPARTMENT'S share of the cost of the PROJECT ELEMENTS as set out in Attachment 1. The total amount of DEPARTMENT funding is based upon the following:

DEPARTMENT Amount:	<u>\$ 50,000.00</u>	<u>100%</u>
GRANTEE Match:	<u>0</u>	<u>0%</u>
Type of Match:	N/A	

If the total cost of the PROJECT exceeds the grant amount and the required match, the GRANTEE must pay the excess cost.

- B. Prior written approval from the Department's Grant Manager shall be required for changes within approved task budget categories of up to 10% of the total task budget amount. Changes less than 10% of the total approved task budget will require a formal change order to the PROJECT AGREEMENT. Changes greater than 10% of the total approved task budget and/or increase or decrease the total funding amount will require a formal amendment to the PROJECT AGREEMENT.
13. The GRANTEE shall submit invoices upon the completion of all Work Elements in Attachment 1 and submission of all deliverables. Each PROJECT reimbursement request shall include all documentation required by the DEPARTMENT for a proper pre-audit and post-audit review. Within sixty (60) days after receipt of the final reimbursement request, the DEPARTMENT'S Grant Manager shall review the Completion Documentation Checklist and reimbursement request from the GRANTEE for the PROJECT. If the documentation is sufficient and meets the requirements of the Florida Recreation Development Assistance Program, Completion Documentation Checklist, DEP Form FPS-A036, referenced in paragraph 62D-5.058(7)(d) of the RULE, the DEPARTMENT will approve the request for final PROJECT payment. The final PROJECT payment will not be processed until the match requirement has been met.
  14. All monies expended by the GRANTEE for the purpose contained herein shall be subject to pre-audit review and approval by the State of Florida Chief Financial Officer in accordance with section 17.03(2), Florida Statutes.
  15. In addition to the invoicing requirements contained in the paragraph above, the DEPARTMENT will periodically request proof of a transaction (such as invoice or payroll register) to evaluate the appropriateness of costs to the PROJECT AGREEMENT pursuant to State guidelines (including cost allocation guidelines). When requested, this information must be provided within thirty (30) calendar days of the date of such request. The GRANTEE may also be required to submit a cost allocation plan to the DEPARTMENT in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide>, which the GRANTEE shall follow.
  16. The GRANTEE agrees to comply with the Division of Recreation and Parks' Financial Reporting Procedures, formerly known as the Grant and Contract Accountability Procedure, hereinafter called the PROCEDURE, incorporated into this PROJECT AGREEMENT by reference as if fully set forth herein. A copy of this PROCEDURE has been provided with this PROJECT AGREEMENT and may also be found at <http://www.dep.state.fl.us/parks/oirs>. All purchases of goods and services for accomplishment of the PROJECT shall be secured in accordance with the GRANTEE'S procurement procedures. Expenses representing the PROJECT costs, including the

required matching contribution, shall be reported to the DEPARTMENT and summarized on certification forms provided in the PROCEDURE. The DEPARTMENT and GRANTEE agree to use the PROCEDURE guidelines for accounting for FRDAP funds disbursed for the PROJECT. The parties further agree that the principles for determining the eligible costs, supporting documentation and minimum reporting requirements of the PROCEDURE shall be used.

17. Allowable indirect costs as defined in the PROCEDURE shall not exceed 15% of the GRANTEE'S eligible wages and salaries.
18. It is understood by the GRANTEE that the amount of this PROJECT AGREEMENT may be reduced should the Governor's Office declare a revenue shortfall and assess a mandatory reserve. Should a shortfall be declared, the amount of this PROJECT AGREEMENT may be reduced by the amount deemed appropriate by the DEPARTMENT.
19. The State of Florida's performance and obligation to pay under this PROJECT AGREEMENT is contingent upon an annual appropriation by the Legislature. The GRANTEE understands that this PROJECT AGREEMENT is not a commitment of future appropriations.
20. The purchase of non-expendable equipment is not authorized under the terms of this PROJECT AGREEMENT.
21. The GRANTEE recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement.
22. Pursuant to section 216.347, Florida Statutes, the GRANTEE is prohibited from spending FRDAP grant funds for the purpose of lobbying the legislature, the judicial branch, or a state agency.
23. PROJECT funds may be reimbursed for eligible Preagreement Expenses (as defined in s. 62D-5.054(34) of the RULE) incurred by the GRANTEE prior to execution of this PROJECT AGREEMENT in accordance with s. 62D-5.055(9) of the RULE. The DEPARTMENT and the GRANTEE fully understand and agree that there shall be no reimbursement of PROJECT funds by the DEPARTMENT for any expenditure made prior to the execution of this PROJECT AGREEMENT with the exception of those expenditures which meet the requirements of the foregoing sections of the RULE.

Preagreement Expenses Approved:

Description of Work Performed	Amount Approved
N/A	\$0
Total Preagreement Expenses Approved:	\$0

24. All payment requests and completion documentation shall be due to the DEPARTMENT within thirty (30) days of construction completion. Project completion means the PROJECT is open and available for use by the public. PROJECT must be designated complete prior to release of the final PROJECT payment. See Rule 62D-5.054(41). Ten

percent (10%) of the total grant amount will be held until Completion Documents have been received and approved by the DEPARTMENT.

25. No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) days,
- A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
  - B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.
  - C. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

26. Prior to the closing of the PROJECT, the DEPARTMENT shall have the right to a refund, either in whole or in part, of the FRDAP funds provided to the GRANTEE for noncompliance with the material terms of this PROJECT AGREEMENT. The GRANTEE, upon such written notification from the DEPARTMENT, shall refund, and shall forthwith pay to the DEPARTMENT, the amount of money demanded by the DEPARTMENT. Interest on any refund shall begin the date that the GRANTEE was informed that a

refund was required and continues to accrue until the date the refund and interest are paid to the DEPARTMENT.

27. The GRANTEE shall maintain books, records and documents directly pertinent to performance under this PROJECT AGREEMENT in accordance with generally accepted accounting principles consistently applied, including the PROCEDURE. The DEPARTMENT, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this PROJECT AGREEMENT and for five (5) years following PROJECT AGREEMENT completion or resolution of any dispute arising under this PROJECT AGREEMENT. In the event any work is subcontracted, the GRANTEE shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
28. A. In addition to the requirements of the preceding paragraph, the GRANTEE shall comply with the applicable provisions contained in **Attachment 2, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1** to **Attachment 2** summarizes the funding sources supporting the PROJECT AGREEMENT for purposes of assisting the GRANTEE in complying with the requirements of **Attachment 2**. A revised copy of **Exhibit 1** must be provided to the GRANTEE for each amendment which authorizes a funding increase or decrease. If the GRANTEE fails to receive a revised copy of **Exhibit 1**, the GRANTEE shall notify the DEPARTMENT'S Grant Manager to request a copy of the updated information.
- B. The GRANTEE is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this PROJECT AGREEMENT. The GRANTEE shall consider the type of financial assistance (federal and/or state) identified in **Attachment 2, Exhibit 1** when making its determination. For federal financial assistance, the GRANTEE shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section \_\_\_\_\_.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the GRANTEE shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:  
<https://apps.fldfs.com/fsaa>
- The GRANTEE should confer with its chief financial officer, audit director or contact the DEPARTMENT for assistance with questions pertaining to the applicability of these requirements.
29. Following receipt of an audit report identifying any reimbursement due the DEPARTMENT for the GRANTEE'S noncompliance with this PROJECT AGREEMENT, the GRANTEE will be allowed a maximum of thirty (30) days to submit additional pertinent documentation to offset the amount identified as being due to the DEPARTMENT. The DEPARTMENT, following a review of the documentation submitted by the GRANTEE, will inform the GRANTEE of the final reimbursement due the DEPARTMENT.
30. A. The accounting systems for all GRANTEES must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be

accounted for separately. GRANTEES are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a GRANTEE'S, or subrecipient's, accounting system cannot comply with this requirement, the GRANTEE, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

- B. If the DEPARTMENT finds that these funds have been commingled, the DEPARTMENT shall have the right to demand a refund, either in whole or in part, of the funds provided to the GRANTEE under this PROJECT AGREEMENT for non-compliance with the material terms of this PROJECT AGREEMENT. The GRANTEE, upon such written notification from the DEPARTMENT shall refund, and shall forthwith pay to the DEPARTMENT, the amount of money demanded by the DEPARTMENT. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the DEPARTMENT by the GRANTEE to the date repayment is made by the GRANTEE to the DEPARTMENT.
- C. In the event that the GRANTEE recovers costs, incurred under this PROJECT AGREEMENT and reimbursed by the DEPARTMENT, from another source(s), the GRANTEE shall reimburse the DEPARTMENT for all recovered funds originally provided under this PROJECT AGREEMENT. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the GRANTEE to the date repayment is made to the DEPARTMENT by the GRANTEE.
- D. The GRANTEE shall include this provision in all subcontracts it enters into for the performance of work under this PROJECT AGREEMENT.

31. Any and all notices required by this PROJECT AGREEMENT shall be deemed sufficient if delivered or sent in writing by regular U.S. mail or electronic mail to the parties at the following addresses:

GRANTEE'S Grant Manager

DEPARTMENT'S Grant Manager

Mr. Jerry Kelly  
Grants Analyst  
7 North Dixie Highway  
Lake Worth, FL 33460  
jkelly@lakeworth.org

Mary Ann Lee  
Florida Department of Environmental  
Protection  
3900 Commonwealth Blvd., MS585  
Tallahassee, Florida 32399-3000  
[Mary.ann.lee@dep.state.fl.us](mailto:Mary.ann.lee@dep.state.fl.us)

Any changes to the above contact information must be noticed in writing to the other party within ten (10) calendar days of the change.

32. For the purpose of this PROJECT AGREEMENT, the DEPARTMENT'S Grant Manager, or successor, shall be responsible for ensuring performance of its terms and conditions and shall approve all reimbursement requests prior to payment. The GRANTEE'S Grant

Manager, identified in paragraph 31, or successor, shall act on behalf of the GRANTEE relative to the provisions of this PROJECT AGREEMENT. The GRANTEE shall submit to the DEPARTMENT signed Project Status Reports on January 5<sup>th</sup>, May 5<sup>th</sup>, and September 5<sup>th</sup> of each year of the PROJECT AGREEMENT summarizing the work accomplished, problems encountered, percentage of completion, and other information which may be requested by the DEPARTMENT. Photographs to reflect the construction work accomplished shall be submitted when the DEPARTMENT requests them.

33. This PROJECT AGREEMENT may be terminated prior to the expiration date as follows:
- A. If for any reason the GRANTEE should fail to perform in a timely manner the obligations under this PROJECT AGREEMENT, or if the GRANTEE should violate any of the federal, state, or local laws pertinent to the FRDAP Program or otherwise, or violate any of the terms and conditions of this PROJECT AGREEMENT, the DEPARTMENT shall thereafter have the right to terminate this PROJECT AGREEMENT with prior notice. In the notice, the DEPARTMENT shall set the effective date of the termination, which may be upon receipt. The DEPARTMENT may, in its sole discretion, provide the GRANTEE an opportunity to cure the violations. If the GRANTEE does not cure or obtain an extension of time within the time period stated in the notice, this PROJECT AGREEMENT shall automatically terminate on the date indicated in the DEPARTMENT'S notice. In the event the DEPARTMENT terminates this PROJECT AGREEMENT for any of these reasons, the DEPARTMENT is not required to compensate the GRANTEE for any expenses incurred before or after such termination.
  - B. The DEPARTMENT may terminate this PROJECT AGREEMENT for convenience by providing the GRANTEE with thirty (30) calendar days written notice. The GRANTEE shall not incur new obligations for the PROJECT after the notice is received and shall cancel as many outstanding obligations as possible. The notice shall set out the procedures for proper closeout of the PROJECT AGREEMENT.
  - C. This PROJECT AGREEMENT may be unilaterally cancelled by the DEPARTMENT for refusal by the GRANTEE to allow public access to all documents, papers, letters, or other material made or received by the GRANTEE in conjunction with this PROJECT AGREEMENT, unless the records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), Florida Statutes.
  - D. If no reimbursements have been made and GRANTEE wishes to withdraw the Project, the parties hereto may agree to terminate this PROJECT AGREEMENT for convenience as evidenced by written notice from the DEPARTMENT to the GRANTEE. The GRANTEE shall counter-sign the notice and the PROJECT AGREEMENT shall terminate on the date of GRANTEE'S counter-signature.
34. If the DEPARTMENT determines that site control is not sufficient under the RULE, or has been compromised, the DEPARTMENT shall give the GRANTEE a notice in writing and a reasonable time to bring the site control into compliance with the RULE. If the deficiency is not corrected within the time specified in the notice, the DEPARTMENT shall terminate this PROJECT AGREEMENT and GRANTEE shall be responsible to reimburse the DEPARTMENT for grant funds expended, if any. Refusal or failure to

reimburse the funds shall result in the GRANTEE remaining out of compliance and thereby ineligible for further grant funding.

35. The GRANTEE shall comply with all federal, state and local regulations, rules and ordinances in developing this PROJECT. The GRANTEE acknowledges that this requirement includes, but is not limited to, compliance with all federal, state and local health and safety rules and regulations including all applicable building codes. The GRANTEE further agrees to include the requirements of this paragraph in all subcontracts made to perform this PROJECT AGREEMENT.
36. In the event of conflict in the provisions of the RULE, the PROJECT AGREEMENT and the Project Application, the provisions of the RULE shall have control over this PROJECT AGREEMENT and this PROJECT AGREEMENT shall have control over the Project Application documents.
37.
  - A. No person on the grounds of race, creed, color, national origin, age, sex, marital status or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this PROJECT AGREEMENT.
  - B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list which may be found at [http://dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/convicted\\_suspended\\_discriminatory\\_complaints\\_vendor\\_lists/discriminatory\\_vendor\\_list](http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/discriminatory_vendor_list). Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.
38. The GRANTEE, as an independent contractor and not an agent, representative, or employee of the DEPARTMENT, agrees to carry adequate liability and other appropriate forms of insurance. If the GRANTEE is self-funded for liability insurance, as appropriate and allowable under Florida law, then the GRANTEE warrants and represents that such self-insurance offers protection applicable to the GRANTEE'S officers, employees, servants and agents while acting within the scope of their employment with the GRANTEE. The DEPARTMENT shall have no liability except as specifically provided in this PROJECT AGREEMENT.
39. To the extent required by law, the GRANTEE will be self-insured against, or will secure and maintain during the life of this PROJECT AGREEMENT, Workers' Compensation Insurance for all of its employees connected with the work of this PROJECT and, in case any work is subcontracted, the GRANTEE shall require the subcontractor to provide Workers' Compensation Insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the GRANTEE. Such self-insurance program or insurance coverage shall comply fully with the Florida

Workers' Compensation law. In case any class of employees engaged in hazardous work under this PROJECT AGREEMENT is not protected under Workers' Compensation statutes, the GRANTEE shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the DEPARTMENT, for the protection of its employees not otherwise protected.

40. The GRANTEE covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.
41. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, Florida Statutes.
42. The PROJECT AGREEMENT has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this PROJECT AGREEMENT shall be interpreted in such manner as to be effective and valid under applicable Florida law, but if any provision of this PROJECT AGREEMENT shall be prohibited or invalid under applicable Florida law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this PROJECT AGREEMENT. Any action hereon or in connection herewith shall be brought in Leon County, Florida unless prohibited by applicable law.
43. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this PROJECT AGREEMENT shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.
44. This PROJECT AGREEMENT is not intended nor shall it be construed as granting any rights, privileges or interest to any third party without mutual written agreement of the parties hereto.
45. This PROJECT AGREEMENT is an exclusive contract and may not be assigned in whole or in part without the prior written approval of the DEPARTMENT.
46. This PROJECT AGREEMENT represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this PROJECT AGREEMENT shall only be valid when they have been reduced to writing, in the form of an Amendment duly executed by each of the parties hereto, and attached to the original of this PROJECT AGREEMENT.

The parties hereto have caused these presents to be duly executed on the day and year written above.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

CITY OF LAKE WORTH

By: \_\_\_\_\_  
Director (or Designee)  
Office of Operations

By: \_\_\_\_\_  
Printed Name:  
Title:

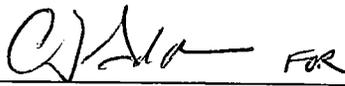
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Address:  
Land and Recreation Grants Section  
Florida Department of Environmental  
Protections  
3900 Commonwealth Boulevard  
Mail Station 585  
Tallahassee, Florida 32399-3000

Address:  
7 North Dixie Highway  
Lake Worth, FL 33460

\_\_\_\_\_  
DEP Grant Manager

 FOR  
\_\_\_\_\_  
Grantee Attorney  
Glen J. Torcivia

Approved as to Form and Legality:

\_\_\_\_\_  
DEP Attorney

List of attachments/exhibits included as part of this PROJECT AGREEMENT:

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>1</u>	<u>Project Work Plan (2 Pages)</u>
<u>Attachment</u>	<u>2</u>	<u>Special Audit Requirements (5 Pages)</u>

**ATTACHMENT 1  
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)  
DEVELOPMENT  
PROJECT WORK PLAN**

**Project Name:** Northwest Park

**Grantee Name:** City of Lake Worth

The project reimbursement is limited to one (1) invoice upon completion of all Project Elements listed below and submittal of all Deliverables and required documentation identified in the table below. Commencement Documentation required prior to Reimbursement Request

**Project Tasks, Deliverables and Required Documentation**

TASK #1: Development of: Northwest Park Playground	Amount of Costs to be Paid with Grant Funds	Amount of Costs to be Paid with Grantee Match	Deliverables and Documentation To Be Submitted Upon Completion And Before Reimbursement Can Be Approved
Task Description: (list each project element)  Playground  Site Amenities  *All work will be completed in accordance with the approved plans.	<Provide Budget Detail>  \$50,000.00	<No Match Required>	Project Completion Certification  Final as-built site plan  Florida Recreation and Parks Inventory Form  Color Photographs of Project  Notice of Limitation of Use  Boundary Survey
<b>TOTALS:</b>		<b>\$50,000.00</b>	<b>Completion: April 30, 2017</b>

**Performance Standard:** Approval of deliverables is based upon review for compliance with the requirements for funding under the Florida Recreation Development Assistance Program (FRDAP); approved plans and application approved for funding.

**INSTRUCTIONS FOR COMPLETING PROJECT WORK PLAN:**

**DELIVERABLES/ELEMENTS/WORK TO BE COMPLETED:** Identify ALL elements that will be completed under this Agreement.

**DELIVERABLE/ELEMENT BUDGET AMOUNT FOR REIMBURSEMENT:** Must provide a budget for each element and identify the expense category and budget detail. Provide description of the costs as follows: **Salaries:** identify the position title/hourly rate/# of hours to complete the deliverable; **Fringe benefits:** identify the % used to calculate the fringe benefits; **Contractual Services:** identify what service will be paid for under the contract for services; **Equipment:** the purchase of equipment is not allowed under this Agreement, the rental of equipment is the only costs allowed that are associated with equipment; **Supplies and Materials:** identify what supplies/materials will be purchased; **Other costs:** identify what other costs are being requested (such as printing costs, other costs that do not fit into the other established cost categories (salaries, fringe benefits, equipment, supplies, indirect, contractual services); **Indirect Costs:** identify the percentage that is used for the indirect being claimed for reimbursement (cannot exceed 15% unless prior approval has been obtained by the Department)..

**MATCH AMOUNT TO BE CLAIMED:** The same level of detail must be provided for match as for reimbursement.

**DOCUMENTATION/DELIVERABLES TO BE SUBMITTED UPON COMPLETION:** All of these deliverables must be submitted before final reimbursement can be processed.

**Completion Documentation required prior to Reimbursement**

## ATTACHMENT 2

### SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

#### MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

#### AUDITS

##### **PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

## PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient 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. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, 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.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient 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 recipient 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 non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

## PART III: OTHER AUDIT REQUIREMENTS

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at the following address:

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/fac/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at the following address:

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

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

State of Florida Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

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4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at the following address:

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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**EXHIBIT -1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Revenue Fund, Line Item 1714A	2014-2015	37.017	Florida Recreation Development Assistance Program	\$50,000.00	140002

<b>Total Award</b>					<b>\$50,000.00</b>
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.



# CITY OF LAKE WORTH NW PLAYGROUND



Florida Statute 119 "Public Records" provides broad access to records maintained by the City, including mapping records. However specific attention of all GIS users is directed to F.S. 119.071 "General exemptions from inspection or copying of public records" that exempts specific information that is maintained within the City's GIS. Specifically any information concerning the floor plans of buildings, the location and attributes of utilities infrastructure, and security facilities are exempt from the sunshine. All City personnel shall take specific care in the release of GIS materials to ensure only authorized release of this exempted material is done. GIS layer developers who create layers with exempt data shall include the appropriate references to F.S. 119.071(3), and the restriction to the access to the information within the metadata file of the layer.





## CITY OF LAKE WORTH

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

**AGENDA DATE:** August 19, 2014, Regular Meeting

**DEPARTMENT:** Public Services

---

### **EXECUTIVE BRIEF**

**TITLE:** Resolution No. 41-2014 - amendment #2 to the Florida Boating Improvement Program Grant agreement

#### **SUMMARY:**

Amendment No. 2 to the Florida Boating Improvement Program Grant Agreement between the Florida Fish and Wildlife Conservation Commission and the City for the Bryant Park Boat Ramp Improvements Project extends the due date for completion as a result of delays associated with funding the City's portion of the parking area improvements. The new time frame for completion is December 31, 2014 with a term of the agreement until December 31, 2034.

#### **BACKGROUND AND JUSTIFICATION:**

On September 24, 2010, Florida Fish and Wildlife Conservation Commission and the City entered into Florida Boating Improvement Program Grant Agreement No. 09020 for the Bryant Park Boat Ramp Improvements Project (Grant Agreement) for the expenditure of \$165,440 in grant funds for this purpose. The original scope of work included design and engineering of the replacement of the boat ramp, all permits required for the construction of the project, and improvements to the existing parking area and restrooms. The time for performance for the completion and close-out of this Project was established as June 30, 2012, and the Term of Agreement was in effect until June 30, 2032.

Initial bids for the original scope of work came in well over the budget available for the project. A second invitation for bids was issued in which the City by necessity included planned improvements to the restrooms and parking area as alternative bid items.

During the construction of the project adverse site conditions were experienced that resulted in unanticipated project expenses that did not allow sufficient funding for completion of the alternative bid items and delayed completion of the project. At its meeting of September 17, 2013, the City Commission approved Resolution No. 53-2013 authorizing the Mayor to execute Amendment No. 1 to the Grant Agreement No. 09020. Amendment No. 1 revised the scope of work for the project to exclude planned improvements to the restrooms, as well as to extend the project completion date until September 30, 2013, and the Term of Agreement until September 30, 2033. The proposed improvements to the restroom were determined to be non-essential as the existing restrooms are functional in their current condition.

Funding in the amount \$91,392, which includes the remaining balance of \$28,963 in Florida Boating Improvement Program grant funds, was made available for improvements to the parking area through the second amendment to the Fiscal Year 2014 budget that was approved by the City Commission at its meeting of May 6, 2014 via Resolution No. 25-2014. At present, the City has received 90% plans for the parking area and will issue an invitation for bids once the final plans have been determined to be sufficient.

Amendment No. 2 to the Florida Boating Improvement Grant Agreement No. 09020 extends the due date for completion of all tasks to December 31, 2014, and extends the term of the agreement until December 31, 2034.

This extension will provide the time necessary for the City to complete reconstruction of the parking area at the Bryant Park boat ramp public facility, thereby completing all tasks in the project scope of work contained in the Grant Agreement.

**MOTION:**

I move to approve/not approve Resolution No. XX-2014

**ATTACHMENT(S):**

Fiscal Impact Analysis – not applicable

Resolution

Amendment No. 2

1  
2  
3 RESOLUTION NO. 41-2014 OF THE CITY OF LAKE WORTH, FLORIDA,  
4 APPROVING AMENDMENT NO. 2 TO THE FLORIDA BOATING  
5 IMPROVEMENT PROGRAM GRANT AGREEMENT NO. 09020 FOR THE  
6 BRYANT PARK BOAT RAMP IMPROVEMENTS PROJECT TO EXTEND THE  
7 TIME FOR PROJECT COMPLETION TO DECEMBER 30, 2014, AND TO  
8 EXTEND THE TERM OF AGREEMENT UNTIL DECEMBER 31, 2034;  
9 AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 2 TO THE  
10 GRANT AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE; AND FOR  
11 OTHER PURPOSES.  
12  
13

14 WHEREAS, on September 24, 2010, the Florida Fish and Wildlife  
15 Conservation Commission and the City entered into Florida Boating  
16 Improvement Program (FBIP) Grant Agreement No. 09020 ("Grant Agreement")  
17 for the Bryant Park Boat Ramp Improvements Project ("Project") that sets forth  
18 the terms and conditions for the expenditure of \$165,440 in FBIP grant funds for  
19 this purpose; and  
20

21 WHEREAS, the original date for the completion of the scope of work of  
22 this Project was established as June 30, 2012 and the Term of Agreement was  
23 established until June 30, 2032; and  
24

25 WHEREAS, adverse site conditions resulted in unanticipated project  
26 expenses that did not allow sufficient funding for completion of certain planned  
27 improvements and delayed completion of the project; and  
28

29 WHEREAS, on September 17, 2013, the City Commission approved  
30 Amendment No. 2 to the Grant Agreement to modify the scope of work to  
31 exclude planned improvements to the restrooms from the scope of work for the  
32 project, to extend the time for project completion until September 30, 2013, and  
33 to extend the term of the Grant Agreement until September 30, 2033.  
34

35 WHEREAS, planned improvements to the parking area have been  
36 delayed as a result of budget constraints for the City's local cost share for which  
37 funding has only recently become available; and  
38

39 WHEREAS, the City has requested an extension of time under the Grant  
40 Agreement to complete the improvements to the parking area; and  
41

42 WHEREAS, both parties desire to enter into Amendment No. 2 to the  
43 Grant Agreement to extend the due date for completion of all tasks to  
44 December 31, 2014, and the term of the agreement until December 31, 2014.  
45

46 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF  
47 LAKE WORTH, FLORIDA, that:  
48

49 SECTION 1: The City Commission of the City of Lake Worth, Florida, hereby  
50 approves Amendment No. 2 to the Florida Boating Improvement Program Grant  
51 Agreement No. 09020 for the Bryant Park Boat Ramp Improvements Project to  
52 extend the due date for completion of all tasks to December 31, 2014, and to  
53 extend the term of Agreement until December 31, 2034.

54  
55 SECTION 2: The City Commission of the City of Lake Worth, Florida, hereby  
56 authorizes the Mayor to execute two originals of Amendment 2 to the Grant  
57 Agreement that shall be forwarded to the Florida Fish and Wildlife Conservation  
58 Commission for further handling.

59  
60 SECTION 3: Upon execution of the Resolution, one copy shall be forwarded to  
61 the Public Services Department Director. The fully executed original Resolution  
62 shall be maintained by the City Clerk as a public record of the City.

63  
64 SECTION 4: This Resolution shall become effective upon adoption.

65  
66 The passage of this Resolution was moved by Commissioner \_\_\_\_\_,  
67 seconded by Commissioner \_\_\_\_\_, and upon being put to a  
68 vote, the vote was as follows:

69 Mayor Pam Triolo  
70 Vice Mayor Scott Maxwell  
71 Commissioner Christopher McVoy  
72 Commissioner Andy Amoroso  
73 Commissioner John Szerdi

74  
75 Mayor Pam Triolo thereupon declared this Resolution duly passed and  
76 adopted on the 19th day of August, 2014.

77 LAKE WORTH CITY COMMISSION

78  
79  
80  
81 By: \_\_\_\_\_  
82 Pam Triolo, Mayor

83  
84 ATTEST:

85  
86 \_\_\_\_\_  
87 Pamela J. Lopez, City Clerk

STATE OF FLORIDA  
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

AMENDMENT NO. 2 TO AGREEMENT

This Amendment to Agreement No. 09020 , referred to as the Original Agreement, is entered into by and between the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "Commission," and the CITY OF LAKE WORTH, FEID # 59-6000358, whose address is 1749 Third Avenue South, Lake Worth, Florida 33460, hereinafter "Grantee", collectively, "Parties".

In consideration of the mutual benefits set forth herein and in the Original Agreement, the parties agree to amend the Original Agreement, as follows, which amendments shall govern to the exclusion of any provision of the Original Agreement to the contrary:

Section 22, of the Original Agreement, is hereby amended to read as follows:

**TERM OF AGREEMENT:** This Agreement shall begin upon execution by both parties and end December 31, 2034, inclusive. However, the GRANTEE shall complete all tasks described in Attachment A, Scope of Work, on or before December 31, 2014. The GRANTEE shall not be eligible for reimbursement for services rendered prior to the execution date of this Agreement nor after the termination date of the Agreement.

All provisions of the Original Agreement not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Agreement to be executed through their duly authorized signatories on the day and year last written below.

CITY OF LAKE WORTH

FLORIDA FISH AND WILDLIFE  
CONSERVATION COMMISSION

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and legality by FWC Attorney:

  
\_\_\_\_\_

Name: Emily Norton

Date: 7/28/14



## CITY OF LAKE WORTH

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

**AGENDA DATE:** August 19, 2014, Regular Meeting

**DEPARTMENT:** Public Services

---

### **EXECUTIVE BRIEF**

#### **TITLE:**

Resolution No. 42-2014 - declare expenditures of City funds for refreshments to be a public purpose

#### **SUMMARY:**

The Resolution amends Resolution No. 27-2014, to include the Public Services Refuse Division to the list of public purpose refreshment purchases.

#### **BACKGROUND AND JUSTIFICATION:**

On June 3, 2014, the Commission approved Resolution No. 27-2014, which authorized certain public purpose refreshment purchases; however, the resolution did not include the Public Services Refuse Division. Staff is requesting the list of public purpose refreshment purchases be amended in order to purchase water or similar hydrating refreshments.

The finding of a public purpose will allow for the purchases in accordance with Florida Law, governing the expenditure of public funds.

#### **MOTION:**

I move to approve/disapprove Resolution No. 42-2014 declaring the purchase of food for certain events to be a public purpose.

#### **ATTACHMENT(S):**

Fiscal Impact Analysis – not applicable  
Resolution

1  
2  
3 RESOLUTION NO. 42-2014 OF THE CITY OF LAKE WORTH, AMENDING  
4 CITY RESOLUTION 27-2014 DECLARING EXPENDITURES OF CITY FUNDS  
5 FOR FOOD/REFRESHMENTS FOR CERTAIN EVENTS - AS VALID PUBLIC  
6 PURPOSES; AND, PROVIDING FOR AN EFFECTIVE DATE.  
7

8 WHEREAS, the City of Lake Worth ("City") in the course of providing City  
9 services and in course of City events/functions sometimes provides  
10 food/refreshments to City officials, employees, other officials/employees,  
11 residents and citizens; and  
12

13 WHEREAS, the provision by the City of such food/refreshment is a *de*  
14 *minimus* cost to the City which is highly beneficial to the City, its officials,  
15 employees, its partnerships and its residents; and  
16

17 WHEREAS, in Resolution 27-2014, the City Commission found that  
18 providing occasional food/refreshments in the provision of City services and  
19 City events/functions serves a valid public purpose and enhances the general  
20 welfare of the City and its residents; and  
21

22 WHEREAS, Resolution 27-2014 failed to include food/beverages for the  
23 Public Service Refuse Division; and  
24

25 WHEREAS, the City Commission finds that the purchasing of water or  
26 similar hydrating refreshments also serves a valid public purpose and enhances  
27 the general welfare of the City and its residents.  
28

29 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION  
30 OF LAKE WORTH, FLORIDA, that:  
31

32 Section 1. The foregoing recitals are hereby ratified and confirmed as  
33 being true and correct and are hereby made a specific part of this Resolution.  
34

35 Section 2. The City is hereby authorized to provide food/refreshments  
36 for the services and event/functions listed in Exhibit "A", which is attached  
37 hereto and incorporated herein. Exhibit "A" which was also attached to  
38 Resolution 27-2014 is hereby amended by adding the Public Services Refuse  
39 Division.  
40

41 Section 3. This Resolution shall take effect immediately upon its  
42 passage.  
43

44 The passage of this Resolution was moved by Commissioner \_\_\_\_\_,  
45 seconded by Commissioner \_\_\_\_\_, and upon being put to a vote, the vote was  
46 as follows:  
47

48 Mayor Pam Triolo  
49 Vice Mayor Scott Maxwell  
50 Commissioner Christopher McVoy  
51 Commissioner Andy Amoroso  
52 Commissioner John Szerdi

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Mayor Pam Triolo thereupon declared this Resolution duly passed and adopted on the 19<sup>th</sup> day of August, 2014.

LAKE WORTH CITY COMMISSION

By: \_\_\_\_\_  
Pam Triolo, Mayor

ATTEST:

\_\_\_\_\_  
Pamela J. Lopez, City Clerk

Exhibit A

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Public purpose refreshment purchases.

City Clerk's Office

1. Volunteers In Public Service (VIPS)

Human Resources:

2. Employee Health Fair
3. Benefits Open Enrollment
4. Retirements
5. Employee Holiday luncheon

Public Services

1. District Meetings
2. Refuse Division

Leisure Services

1. Recreation events
  - a. Youth basketball Banquet
  - b. DD/MS Date Night
  - c. Summer Sports Camp Banquet
  - d. Nickelodeon Play Day
  - e. Back to School Bash
  - f. Other special events
  - g. Summer camp
2. Library
  - a. Story times
  - b. Meet the Author events
  - c. End of Summer reading program party
  - d. 3<sup>rd</sup> Saturday Book Club
  - e. Municipal Library Directors Meeting
3. Casino/Beach
  - a. Community Dance Night
  - b. Sand Sculpting event
  - c. Murder Mystery event
  - d. Pride fest
  - e. July 4<sup>th</sup> fireworks viewing party
4. Other
  - a. Hosting Governmental Professional Organizations such as/but not limited to;
    - i. League of Cities
    - ii. City Manager Association
    - iii. City Clerk's Association
    - iv. Economic events promoting the City
5. Emergency Events – purchase of bulk non-perishable supplies in anticipation of an emergency (should be returnable should the event not occur).



## CITY OF LAKE WORTH

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

**AGENDA DATE:** August 19, 2014, Regular Meeting

**DEPARTMENT:** Public Services

---

### **EXECUTIVE BRIEF**

#### **TITLE:**

Contract with Thompson Consulting Services, LLC, for debris monitoring

#### **SUMMARY:**

The Contract provides for all disaster response administration and documentation services including field monitoring, training assistance, preliminary damage assessment, and planning and communication with the Federal Emergency Management Agency (FEMA) and other agencies for reimbursement. Use of their service is on an as-needed basis.

#### **BACKGROUND AND JUSTIFICATION:**

The City accepted bids for Disaster Debris Monitoring service on June 26, 2013, and received two proposals. The rate schedule submitted with the bid proposal was the lowest and their proposal was responsive to the needs of the City.

Based on the strict FEMA guidelines for disaster-related incident reimbursement, a certified debris monitoring contractor is a necessary tool for the successful management of a disaster in the City. Strict compliance with all policies and procedures is necessary to receive the full amount of reimbursement for the City.

#### **MOTION:**

I move to approve / disapprove a contract with Thompson Consulting Services, LLC, for debris monitoring services.

#### **ATTACHMENT(S):**

Fiscal Impact Analysis – not applicable

List of Proposers

Cost Proposal form

Request for Proposal 12-13-207 Disaster Debris Monitoring document

Contract with Thompson Consulting Services

Thompson Consulting Services – Bid response



**PROCUREMENT OFFICE**  
7 North Dixie Highway  
Lake Worth, FL 33460  
Tel: 561-586-1674

## **LIST OF PROPOSERS**

**RFP 12-13-207**

### **Disaster Debris Monitoring Services**

The following firms have submitted to the Procurement Office on or before 3:00 p.m. on June 26<sup>th</sup> 2013. RFPs were opened by Kari Hansen.

**Total number of Proposers: 2**

**Thompson Consulting Services**

1135 Townpark Avenue, Suite 2101  
Lake Mary, FL 32746  
Contact: Nathaniel Counsell  
Title: Vice President  
Email: NCounsell@thompsoncs.net  
Phone: 407-792-0018

**True North Emergency Management, LLC**

512 Main Street, Suite 415  
Fort Worth, TX 76102  
Contact: Derrick Tucker, P.E.  
Title: Project Manager  
Email: Derrick.Tucker@Neel-Schaffer.com  
Phone: 817-870-2422

# Disaster Debris Monitoring Contract

## COST PROPOSAL

Note: All positions listed may not be applicable to an event that may require monitoring.

<u>POSITION</u>	<u>HOURLY RATE</u>
Project Manager	\$ <u>62.50</u>
Operations Manager(s)	\$ <u>60.00</u>
FEMA Coordinator	\$ <u>62.50</u>
Scheduler/Expeditors	\$ <u>26.50</u>
GIS Analyst	\$ <u>46.50</u>
Field Supervisors	\$ <u>46.50</u>
Debris Site / Tower Monitors	\$ <u>33.00</u>
Environmental Specialists	\$ <u>62.00</u>
Project Inspectors (Citizen Site Monitors)	\$ <u>33.00</u>
Load Ticket Data Entry Clerks	\$ <u>27.50</u>
Billing / Invoice Analysts	\$ <u>33.00</u>
Administrative Assistants	\$ <u>24.00</u>
Field Coordinators (Crew Monitors)	\$ <u>33.00</u>

### **OTHER REQUIRED OR RECOMMENDED POSITIONS:**

List other positions with hourly rates and attach job descriptions for any positions not listed above. List other items that may pertain to completion of the task or clean-up.

**NAME OF FIRM:** Thompson Consulting Services

**\*IMPORTANT:** These hours are not intended to represent the actual contract amount, but are an estimated representation of a typical work month. The actual contract value will be negotiated with the successful proposer prior to issuance of the notice to proceed for each event.

# Request for Proposals

**The City of Lake Worth**



**REQUEST FOR PROPOSAL**

**RFP # 12-13-207**

**Disaster Debris Monitoring**



*Where the Tropics Begin*



*Where the Tropics Begin*

## PROCUREMENT OFFICE

7 North Dixie Hwy.  
Lake Worth, FL 33461  
TEL: 561-586-1674  
FAX: 561-586-1673

## REQUEST FOR PROPOSALS RFP # 12-13-207

# DISASTER DEBRIS MONITORING CONTRACT

The City of Lake Worth, Florida is soliciting proposals from qualified firms to support the oversight and management of debris recovery contractors. Services include monitoring debris collection, Temporary Debris Management Sites (TDMSs), and residential debris Drop-Off Sites, as well as data reporting and other related services. Services may also include damage assessment, training, emergency planning and facilitating communication with FEMA, FHWA, the State of Florida and other federal agencies.

Time is of the essence and any Proposal received after **3:00PM on Wednesday June 26<sup>th</sup> 2103**, 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 Procurement Official. 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 stamped by Procurement office personnel by the deadline indicated.

Interested parties may obtain a copy of this Request for Proposals by contacting the Procurement Office at (561) 586-1674 or from our website at [www.lakeworth.org/Purchasing Opportunities](http://www.lakeworth.org/Purchasing%20Opportunities).

All proposals must be delivered or mailed to:

City of Lake Worth Procurement Office – 2<sup>nd</sup> Floor  
7 North Dixie Hwy., Lake Worth, FL 33461

**A Pre-Bid Meeting is scheduled for Monday, June 17<sup>th</sup> 2013 at 1:00PM at the City Hall Conference Room located at 7 N. Dixie Highway, Lake Worth 33460.**

BY:   
Kari Hansen, Purchasing Agent

PUBLISH: Palm Beach Post  
Wednesday June 5<sup>th</sup> 2013



## Disaster Debris Monitoring Contract

## RFP 12-13-207

### GENERAL INFORMATION

1. **A Pre-Bid Meeting is scheduled for Monday, June 17<sup>th</sup> 2013 at 1:00PM at the City Hall Conference Room located at 7 N. Dixie Highway, Lake Worth 33460.**

#### 2. **BACKGROUND**

Lake Worth is a coastal city of 37,000 residents and 7 square miles, located in Palm Beach County, Florida. The Atlantic Ocean and the broad waters of the Lake Worth lagoon (Intracoastal) form the city's eastern boundary. The cities of West Palm Beach and Palm Beach are its northern neighbors. The City has 116 miles of improved and 27 miles of unimproved roadway, which includes County, State and Municipality roadways.

Lake Worth is a dynamic, multi-cultural city with a strong social and environmental consciousness. People are drawn to the city by its individualistic style, acceptance of different cultures and lifestyles, many historic structures, hip downtown, and distinctive residential neighborhoods. The city has a rich history and is protective of its historic architectural fabric. Over 1,000 historic buildings contribute to the human scale of the city and the charm of its downtown and residential neighborhoods. There are six designated historic districts in the city and a preservation code to protect exterior changes to buildings in those districts.

Lake Worth is one of the few towns in South Florida that has avoided high-rise development and retained its old-Florida flavor. While the city wishes to strengthen its economy, city government officials and residents alike are very committed to maintaining the character of the city, and protecting their town from insensitive development.

#### 2. **PROJECT OBJECTIVE**

The **purpose of this RFP** is to secure a qualified and experienced contractor to monitor the debris hauler in the event of a disaster. It is the intent of the City to contract with a primary contractor and possibly select one alternative. The contractor must be able to mobilize within 24hours. **The purpose of the Contractor** is to implement controls over debris hauling and disposal and compliance with regulations for reimbursement from Federal Agencies.

#### 3. **MINIMUM REQUIREMENTS**

The contractor must have experience monitoring a federally reimbursed disaster with a minimum of 3 projects in the past (7) seven years. Projects may be for the same disaster but with different governments.

#### 4. **SCOPE OF WORK**

##### A. **DEBRIS MONITORING SERVICES**

**1 Disaster Response Administrations and Documentation**

Upon notification by the City, the Contractor will provide the following services.

Contractor shall provide trained debris monitors to observe and document the activities of the debris contractors and City crews. Contractor's monitoring team shall be the City's point-of-contact. The Contractor shall provide an office within the City for management of this contract. The Contractor shall assign an operations manager to oversee each debris recovery contractor employed by the City. The Contractor will be supported by the full array of resources to enhance efficiency **and expedite** deliverables. The Contractor's responsibilities include:

- a. Coordinate daily briefings, work progress, staffing, and other key items with the City.
- b. Station monitors at all debris pick up and disposal sites. Verify amounts of debris hauled.
- c. Verify truck capacities and inspect trucks for proper loading and compaction.
- d. Complete load tickets.
- e. Monitor debris removal activities for inappropriate contractor activities.
- f. Schedule work for all team members on a daily basis.
- g. Monitor recovery contractor's progress and make/implement recommendations to improve efficiency and speed up recovery work to the City.
- h. Assist the City with responding to public concerns and comments.
- i. Conduct safety inspections. Ensure compliance with contracts by all subcontractors.
- j. Schedule and attending periodic meetings with City, field staff and contractors.

**Contractor's team** could consist of the following positions. The City and Contractor will establish positions required, depending on the magnitude of the event.

- Project Manager
- Operations Managers
- FEMA Coordinator
- Scheduler/Expeditors

- GIS Analyst
- Field Supervisors
- Debris Site/Tower Monitors
- Environmental Specialist
- Project Inspectors (Citizen Site Monitors)
- Project Inspectors (Load Ticket Data Entry Clerks/QA/QC)
- Billing and Invoice Analysts
- Administrative Assistants
- Field Coordinators (Crew Monitors)
- Debris site security after hours

The Contractor may use other required positions as necessary with the written approval of the City's Contract Manager. All such positions and applicable hourly rates shall be listed in the cost proposal form.

Contractor shall provide to the City the qualifications of each team member. The City reserves the right to reject any team member assigned to a position that requires disaster field experience that is inexperienced.

**B. FIELD MONITORING**

Contractor will provide a **quality control team** consisting at a minimum of two monitors per site and one monitor per recovery crew. This team will monitor the recovery contractors for contract compliance, efficiency, safety and regulatory compliance. They will provide feedback to the City through their management team. Field monitoring shall include:

- Determine location of on-site chipping operations
- Coordinate assignments of contractor's crews

**1. Response Time/Mobilization**

The Contractor shall comply with the following requirements:

- a. Reporting to Emergency Operations Center (EOC) - The Project Manager and at his discretion other key personnel shall report to the EOC at a minimum of **24** hours prior to a hurricane event. For other natural or manmade disasters, the Contractor shall report within six (6) hours after notification.
- b. Debris Sites - The Contractor shall ensure that site monitors as specified below are deployed and operational commensurate with the beginning of debris collection and the establishment of debris sites. At a minimum monitoring shall consist of the following personnel:

- 1 Two staff per debris pick-up site to handle load tickets and verify amount of debris.
2. One staff per debris recovery crew and/or at designated "choke points" to complete load tickets and verify estimated amount of debris.
3. Roving monitors to ensure debris removed only from specified locations. (Number to be determined)

**2. Quality Control Team**

The responsibilities of the quality control team include:

- a. Documenting daily and weekly recovery work, ensuring that proper records are maintained for load tickets and recovery costs.
- b. Inspecting means and methods to measure and record work and recommend changes that may be needed.
- c. Inspecting, measuring, certifying all debris removal trucks for load capacity accuracy.
- d. Observing, measuring, and certifying debris hauled by signing load tickets.
- e. Stopping work in progress that is not being performed or documented in the appropriate manner.
- f. Inspecting work in progress to ensure that removal efforts include debris of the proper type in the proper areas.
- g. Checking work in process to make sure that the proper work authorizations, permits, and other prerequisites have received.
- h. Reporting on any improvements in work assignments and/or efficiency/productivity that may be appropriate.
- i. Maintaining digital photo documentation of recovery work on a daily basis, if requested.
- j. Aerial Photography on a monthly basis, if requested.

**C. REPORTING AND TECHNICAL SERVICES**

**1. Operational Reports and Record Documentation**

The Contractor will prepare and submit operational reports throughout the duration of the recovery operations. Daily reports shall document the debris contractors' activities and progress from the previous day and shall be submitted by 10:30 a.m. to a distribution list established by the City Contract Manager. Each daily report submitted will contain the following minimum information:

- a. Contractor Name
- b. Contract Number
- c. Reports and graphs to delineate production rates of crews and their equipment by street name and block, progress by area and estimations of total quantities remaining, time to completion, and daily cumulative cubic yards of debris removed, processed, and hauled, including number of crews and personnel.

The City may also require the following under this contract:

- a. Review and validate debris removal contractor(s) invoices prior to submission to the County for processing.
- b. GIS mapping data updates and digitized reports.
- c. All GIS layers required will be provided to the Contractor by City of Lake Worth Public Utilities Department, prior to an event or as soon as possible to ensure up to date files and consistency in field structure. All GIS data must be in an ESRI format 8.3 or higher version. Personnel geodatabase is acceptable based on size restraints.
- d. Data exports on a monthly basis should be at a minimum SQL server version 200 or Oracle version 8i.
- e. Scanned documents should be at a minimum 300 dpi and in jpg, tiff or pdf file format.

**2. Technical Expertise and Guidance - As directed by the City, the Contractor may provide:**

- a. A review of the comprehensive emergency management plans and plan revisions.
- b. Damage assessment to include plan development, procedure development, staff training, and staff augmentation.
- c. Damage assessments of facilities,
- d. A comprehensive mitigation program to include development of a

mitigation plan, staff training, cost benefit analysis, project management, environmental review, and staff augmentation.

- e. Development of debris plan to include staff training.
- f. Technical support and assistance in developing public information.
- g. Other reports and data as required by the City.
- h. Digital photographs including aerials, if requested, will be taken daily of the debris sites or other areas as designated or requested by the City.

**D. OTHER SERVICES - AS DIRECTED BY THE CITY, THE CONTRACTOR MAY PROVIDE THE FOLLOWING:**

1. Training and Assistance: Sessions for all key City personnel and assistance in all disaster debris recovery-planning efforts as requested.
2. Preliminary Damage Assessment: Assist City staff in assessing the impact and magnitude of the disaster event in order to speed and aid the receipt of state and federal assistance as appropriate for the situation. Identify and categorize damaged locations and facilities, provide pre and post disaster estimates of debris including quantities, documenting eligible costs, and describing the physical and financial impact of the disaster. Document all damage assessment activities appropriately utilizing established FEMA documentation protocols, coordinated through City staff.
3. Debris Planning Efforts: Assist in all disaster debris recovery planning efforts as requested by the City. These planning efforts shall include but are not limited to development of a debris management plan, assistance in the identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance following a disaster event.
4. Digitization of all source documentation (such as load tickets and supplies to the City with each invoice).
5. Pre and Post soil sampling of the temporary storage site.
6. A full size evaluation, including maps of locations and surveys (wetlands, threatened and endangered species).
7. Permitting, Licensing, and Certifications.
8. Follow the best management practices as outlined in the Florida Stormwater Erosion and Sedimentation Control Inspector Manual.

**E. FINAL REPORT**

A final report will be prepared by the Contractor and will be submitted to a distribution list as established by the City's Contract Manager within 30 days of completion of the recovery operations. Recovery Operations includes remediation of sites, closure of sites and conclusions of all related operations. At a minimum, the following information will be included in this report:

Discussion of disaster response requirements and results.

1. Recommendations for future disaster response strategies.
2. Copies of manifests, certificates, and related documents.
4. Log books and all other data taken during the implementation of the Comprehensive Emergency Management Plan (CEMP).

**F. MEETINGS AND COMMUNICATIONS**

Open, timely conversations and written documentation are significant actions to provide successful implementation of the CEMP. Throughout the execution of the plan, Contractor will meet with City representatives as directed by and coordinated with the City. Contractor will attend a operational conference for the debris recovery contractors, if so directed by the City, and will convene and attend regular progress and coordination meetings, as appropriate. The Contractor must provide minutes of all meetings. Minutes shall be provided within three (3) business days after the meeting occurs.

**G. REVIEW, PERMITS, LICENSES AND CERTIFICATES**

A wide variety of permits, licenses, and certificates may be required to perform debris management work, depending on the assignment. The Contractor will work closely with the City and local agencies and regulators to clarify and resolve any compliance issues, as well as to determine requirements for and to obtain necessary permits, licenses, and certificates, if requested. In these cases, The Contractor will identify the requirements and demonstrate compliance, even though permits are not required. Some of the permits that we anticipate being required for this type of work include, but may not be limited to, the following:

1. **Environmental Permits** - asbestos/lead paint abatement, construction permit, demolition permits
2. **Clean Water Act (NPDES) Permits** - emergency discharge permit, indirect discharge permit, wetlands disturbance permit, and stormwater management permit
3. **Clean Air Act (Emissions) Permits** - burn permit (air curtain incinerators), stack-monitoring permit, fugitive emissions (dust) control permit.

H. **ASSESSMENT OF DEBRIS ACCUMULATION IN DRAINAGE CANALS** Contractor will assist the City in assessing and documenting the debris accumulation and damage in City drainage canals and provide the City with a GIS map depicting canals requiring focused maintenance, with GIS files and maps.

I. **EVENT CLOSURE**

Contractor will assist the City in preparing final reports necessary for reimbursement by FEMA, FHWA, and any other applicable agency for disaster recovery efforts by City staff and designated debris removal contractors. The Contractor will assist in reviewing and processing requests for payment by the disaster debris removal contractors.

J. **PAYMENT**

When the City issues a notice to proceed to Contractor, the City and Contractor shall determine the positions and number of persons required to adequately provide the services.

The City shall review Contractor's staffing level as necessary and direct Contractor to adjust personnel accordingly. The city may perform on-site inspections to verify staffing needs.

During this period, the Project Manager will provide daily updates on the services and estimate the time remaining for job completion.

Contractor will provide continuous services on an hourly basis at the agreed upon rates. Hours worked and type of work performed must be documented on weekly timesheets signed by the person performing the work and the Project Manager. The City may verify work being performed.

Billings shall be submitted no more than every two weeks.

\*\*\*\*\* End of Scope \*\*\*\*\*

# DISASTER DEBRIS MONITORING CONTRACT

RFP 12-13-207

## TERMS AND CONDITIONS

**NOTE:** The terms and conditions of the final Agreement, and the services to be provided shall include, but not be limited to, those described or specified herein. The services and terms described or specified shall not be deemed to constitute a comprehensive list of the terms and conditions, having the effect of excluding terms not specifically mentioned. The final Agreement will have additional terms and conditions not included herein. The agreement, and all modifications thereto, shall be in writing, executed by both parties.

### 1. SUBMITTAL OF DOCUMENTS

Proposer shall submit **one (1) original and five (5) copies and an electronic copy** of each proposal to the Procurement Office at the time and date specified **on Wednesday, JUNE 26<sup>th</sup> 2013 at 1:00PM**. At the designated time and place, the Procurement Office or designee will record the proposals for the record. The City reserves the right to waive any irregularities in the proposal. The City will not be responsible for the payment of any expenses incurred as a result of responding to the proposal.

These documents constitute the complete set of 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 package. 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.**

***Time is of the essence*** and any proposal received after the opening time and date, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock located in the Procurement Office. Proposals shall be placed in a sealed envelope, marked in the lower left-hand corner with the RFP number, title, and date and deadline hour. The City will in no way be responsible for delays caused by any other occurrence. Offers by telephone, telegram or facsimile shall not be accepted.

The City may issue written addenda to all recipients to clarify, comment, correct or as otherwise required to facilitate the selection process. Should any questions require revisions to the specifications as originally published such revisions will be by formal written addendum only.

For any information concerning this RFP, please contact:

Kari Hansen  
Procurement Office – 2<sup>nd</sup> Floor  
7 North Dixie Hwy.  
Lake Worth, FL 33460

[KHansen@LakeWorth.org](mailto:KHansen@LakeWorth.org) or (561) 586-1674

## **2. RIGHTS AND PRIVILEGES**

Rights and privileges granted by the City shall not be assigned or transferred in any manner whatsoever without written approval of the City Commission. At all times during the term of the contract the Contractor shall act as an independent contractor and at no time shall the Contractor be considered an agent or partner of the City. The Contractor shall obtain and pay for all permits, licenses, Federal, State and Local taxes chargeable to its operation.

## **3. LOBBYING PROHIBITED**

As to any matter relating to this RFP, proposers or anyone representing a proposal are advised that they are prohibited from contacting or lobbying the City Manager, any City Commissioner, City staff, Evaluation Committee, or any other person authorized on behalf of the City related or involved with this RFP. 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 RFP and shall terminate at the time the City awards the proposal and executes the contract, rejects all proposals, or otherwise takes action which ends the solicitation process.

## **4. ETHICS REQUIREMENT**

No Proposer may employ, directly or indirectly, the mayor, any member of the city commission or any director or department head of the City. The City Code prohibits any employee, or member or their immediate family or close personal relation to receive a substantial benefit or profit from any contract entered into with the City, either directly or through any firm of which they are a member, or any corporation of which they are a stockholder, or any business entity in which they have a controlling financial interest. Any affected city employee may seek a conflict of interest opinion from the city ethics officer prior to the submittal of a bid. Additionally, any employee may seek a legal opinion from the State of Florida Ethics Commission regarding state law conflict of interest provisions.

## **5. DISCLOSURE AND DISCLAIMER**

This Request for Proposals (RFP) is being issued by the City. Any action taken by the City 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 City, or their advisors.

In its sole discretion, the City may withdraw this RFP either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the RFP. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting proposals in response to this RFP (each such party being hereinafter a Proposer).

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' affiliates, officers, directors, shareholders, partners and employees, as requested by the City.

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 RFP.

Any reliance on the contents of this RFP, 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 RFP 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 with these requirements will be selected for consideration, negotiation or approval.

The City, and its representatives shall have no obligation or liability with respect to this RFP, or the selection and award process contemplated hereunder. Neither the City, nor its representatives warrant or represent that any award or recommendation will be made as a result of the issuance of this RFP. All costs incurred by a Proposer in preparing and responding to this RFP are the sole responsibility of the Proposer. Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Disclosure 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.

This RFP is made subject to correction of errors, omissions, or withdrawal without notice. Information contained in the RFP is for guidance only and each recipient hereof is cautioned and advised to independently verify all of such information. In the event of any differences between this Disclosure and Disclaimer and the balance of the RFP, the provisions of this Disclosure and Disclaimer shall govern.

Formal presentation may be requested before the City. Contract negotiation will take place with the first choice of the City, and if a suitable contractual arrangement cannot be made, negotiations will commence with the second choice or, the City may, at its sole option, withdraw this RFP.

The City reserves the right to select the proposal which in the opinion and sole discretion of the City will be in the best interest of and/or most advantageous to the City. The City reserves the right to waive any irregularities and technicalities and may at its discretion request resubmittal of proposals. All expenses in preparing the proposal and any resubmittals shall be borne by the Proposer.

The City and the Proposer will be bound only if and when a proposal, as it may be modified, is approved and accepted by the City, and the applicable agreements pertaining thereto, are approved, executed and delivered by the Proposer and the City, and then only pursuant to the terms of agreements executed by

the Proposer and the City. All or any responses to this RFP, may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City.

The City and its representatives are governed by the Sunshine law and the Public Records law of the State of Florida and all proposals and supporting data shall be subject to disclosure as required by such laws. All proposals shall be submitted in sealed bid form and shall remain confidential to the extent permitted by the Public Records law until the date and time selected for opening responses.

Upon award recommendation or ten (10) days after opening, whichever is greater, any material submitted in response to this RFP will become a public record and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must claim the applicable exemptions to disclosure provided by law in their response to the RFP by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The City reserves the right to make any final determination of the applicability of the Public Records Law.

The submittal and acceptance of a proposal in response to this solicitation, and the issuance of a purchase order, supersedes all previous agreements by and between the independent contractor and the City.

## **6. 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 Finance Department, 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. The property where the business operation is located also must have a valid Use and Occupancy Certificate and current inspection record on file with the City of Lake Worth. 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.

## **7. DISCLOSURE OF PROPOSAL CONTENTS**

All material submitted becomes the property of the City of Lake Worth. The City has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of the proposal does not affect this right.

## **8. PROMPT PAYMENT/RETAINAGE**

The City of Lake Worth abides by Chapter 218.70, Local Government Prompt Payment Act 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.

## **9. 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 Procurement Office. The City is not responsible for any solicitations advertised by subscriber's publications, or other sources not connected with the City and the proposer/bidder should not rely on such sources for information regarding any solicitation made by the City of Lake Worth.

## **10. NEWS RELEASES / PUBLICITY**

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the Project shall not be made without prior City approval.

## **11. CONFIDENTIAL INFORMATION**

Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records law pertains. Information and materials received by City in connection with all RFPs and proposals shall be deemed to be public records subject to public inspection upon award, recommendation for award or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Therefore, if the Proposer believes any of the information contained in its Proposal is exempt from the public records law, then the Proposer must specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all material received as public records.

## **12. NON-DISCRIMINATION**

Proposer shall not discriminate in any way based on race, color, religion, sex, gender identity or expression, national origin, age, disability, familial status, marital status or sexual orientation, or any other factor which cannot be lawfully used as a basis for selection or service delivery.

## **13. 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.

## **14. PROCUREMENT CODE**

Ordinance No. 2013-13 of the City of Lake Worth shall govern this RFP.

## **15. 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.

# DISASTER DEBRIS MONITORING CONTRACT

RFP #12-13-207

## SPECIAL TERMS AND CONDITIONS

### 1. CONTRACT AGREEMENT/COMPENSATION

The fee for the services to be rendered will be negotiated with the firm or firms selected and the successful Proposer(s) will be required to enter into a formal agreement with the City. At all times during the term of the contract, the successful Proposer(s) shall act as an independent Contractor and at no time shall be considered an agent or partner of the City.

The City reserves the right to delete or amend any of the services as listed and described herein.

### 2. ADDENDA TO THE RFP

No interpretation or changes to the meaning of this Request for Proposal will be made to any offer or orally, except by written addendum.

*All questions regarding this RFP should be submitted in writing and must be received not later than seven (7) calendar days prior to the closing date for proposals, addressed to:*

Kari Hansen, Purchasing Agent  
Procurement Office – 2<sup>nd</sup> Floor  
7 North Dixie Highway  
Lake Worth, FL 33461  
(561) 586-1674  
[KHansen@LakeWorth.org](mailto:KHansen@LakeWorth.org)

All questions will be answered via addenda in a questions and answer format.

### 3. PRIME PROPOSER'S RESPONSIBILITIES

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

The successful Proposer(s) will be required to assume responsibility for all services offered in his proposal whether or not he provides them. Further, the City will consider the selected Proposer to be the sole point of contact with regard to contractual matters.

**4. TERM OF CONTRACT**

The contract shall be for three (3) years with two (2) additional one-year renewal options based on performance. The City may exercise such advance written notice of its intention to renew prior to the expiration of the then current term. Renewals will be the obligations of the City of Lake Worth under this Agreement and are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the City of Lake Worth. The City need not include the funding out clause in the contract to avail itself of such legal right.

**5. CONTRACT**

The selected Proposer(s) will be expected to enter into a formal agreement at the time of contract award. The selected proposer(s) will also be expected to submit a scope of services for the purpose of entering into a formal contract. Scope of services shall be negotiated and decided prior to award of contract and become part of the contract document at award.

The contract will require the selected Proposer(s) to hold the State of Florida, Division of Emergency Management and the City harmless against all claims of whatever nature arising out of the Proposer's performance of work under the contract, to the extent allowed and required by law.

If a satisfactory contract cannot be negotiated with the recommended proposer, negotiations simultaneously will then be started with the first alternate vendor.

The successful proposal(s) shall become an integral part of the contract, but may be modified by the provisions of the contract.

**6. TERMINATION**

The Contract may be terminated by the City at any time, with or without cause. In the event the Contract is terminated as provided herein, the Contractor shall be reasonably compensated for service rendered to the effective date of such termination, as mutually agreed upon.

**7. INSURANCE REQUIREMENTS**

The awarded firm shall obtain and maintain in force at all times during the term of the contract derived from this RFP, insurance coverage pertaining to Professional Liability, Property Damage and Workers Compensation in the following types and amounts:

- A. PUBLIC LIABILITY INSURANCE: Firm to supply the City of Lake Worth with certificates of insurance covering public liability in an amount not less than \$1,000,000.00 on account on one accident and \$2,000,000 yearly aggregate

- B. WORKER'S COMPENSATION INSURANCE: The Firm shall furnish the City with certificates of insurance showing that all employees assigned to the project are protected as provided for in Florida Code Section 440
- C. PROFESSIONAL LIABILITY INSURANCE: Professional Liability of not less than \$1,000,000.00

During the life of the Contract, the successful Proposer shall procure and maintain all insurance listed above. Proof of insurance is required before the contract is signed. It shall be the responsibility of the successful Proposer to ensure that all subcontractors comply with all of the insurance requirements. **The City of Lake Worth must be added as an Additional Insured for the General Liability Insurance listed in "A" above.**

## **8. EVALUATION AND AWARD**

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

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. 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 in achieving the study or project, and to waive any irregularity or technicality in the proposals received.

The City shall be the sole judge of the proposals and the resulting agreement 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 take 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 City.

Evaluation Scoring Criteria will be the following:

**1) Qualifications and Experience 15%**

- i. Firm background, history and overall experience.
- ii. Firm's expertise and experience in performing proposed work .
- iii. Firm's experience in filing and receiving Federal and State reimbursements.
- iv. Staff experience and resumes. (Especially operational and administrative personnel assigned to the City)

**2) Operational Plan for City 25%**

- i. Response times and operational plans for monitoring debris recovery.
- ii. Procedures for documentation and verification functions.
- iii. Organizational structure of firm; chain of command; subcontractor's plan.
- iv. Onsite emergency response and communications.
- v. Quality control and customer service plans.

**3) Resources and Availability 15%**

- i. Current workload and future commitments.
- ii. Plan for managing multiple Florida-based debris management contracts.
- iii. *(Note: Fewer points will be awarded if vendor has other contracts in Palm Beach County or other nearby municipalities)*
- iv. Demonstrated financial capability.

**4) Past Performance 15%**

- i. Reference checks .
- ii. Closed, active, and pending FEMA disputes, audits or lawsuits.
- iii. Explanation of unrecovered FEMA reimbursements.

**5) Price Proposal 30%**

An evaluation committee of qualified City Staff or other persons selected by the City will conduct evaluations of proposals. It may be a two-step process. In step one; the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee will score and rank all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. In step two, the committee may then conduct discussions (oral presentations), for clarification purposes only, with the finalists and re-score and re-rank the finalists' proposals. The evaluation committee may then make a recommendation, resulting from this process, to the City Manager for award of a contract.

**9. REPRESENTATIONS BY SUBMITTAL OF PROPOSALS**

By submitting a Proposal, an interested Proposer warrants, represents and declares that:

1. 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.

2. 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.

3. 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 City and the Proposer.

4. 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.

5. Pursuant to F.S. 287.133, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit a bid to the City of Lake Worth for 36 months following the date of being placed on the convicted vendor list. Proposer certifies that submittal of its proposal does not violate this statute.

6. Proposer recognizes and agrees that the City 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.

**A Pre-Bid Meeting is scheduled for Monday, June 17<sup>th</sup> 2013 at 1:00PM at the City Hall Conference Room located at 7 N. Dixie Highway, Lake Worth 33460.**



# PARK OF COMMERCE PHASE 1 OWNER'S REPRESENTATIVE SERVICES

RFP #12-13-207

## SUBMITTAL CRITERIA

Proposer shall submit **one (1) original, five (5) copies and one electronic copy** in a clear, concise format, on 8 1/2" x 11" paper, in English. Each tabbed set shall contain all the information required herein to be considered for award. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the proposal. If publications are supplied by a Proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference materials included in the additional documents.

Proposals must be properly signed in ink by the owner/principal having the authority to bind the firm to this agreement. **Signatures are required where indicated; failure to do so shall be cause for rejection of proposal.**

Only one proposal may be submitted by each Proposer.

Proposers shall submit the following information as described in the sections below:

### Section 1: INTRODUCTION LETTER

An introduction letter introducing the Contractor including the corporate name (if applicable), address and telephone number of principal office, number of years in business, and size of staff. Include a reproduction of Corporate Charter Registration, if applicable. Indicate the primary person responsible for this project. **Introduction shall be signed by an individual authorized to bind the firm.** Briefly state the Proposer's understanding of the services to be provided and make a positive commitment to perform and complete the task.

Provide complete address of office location including any satellite or branch offices that may be used. Include any specialized equipment considered necessary for this service.

### Section 2: QUALIFICATIONS OF THE FIRM

Provide a description and history of the firm focusing on previous governmental experience

- 1 Recent experience demonstrating current capacity and current **expertise of monitoring** debris removal, solid waste and hazardous waste management, and disposal.
2. Documented knowledge and experience of Federal, State, and Local emergency agencies state and federal programs, funding sources, and reimbursement processes.
- 3 Experience demonstrating knowledge of environmental requirements.
4. Experience in all aspects of emergency management to include procurement, operations, planning, contract management, and accounting systems.

### **Section 3: QUALIFICATIONS OF STAFF**

The Project Manager must have experience in the following:

- a) Experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management, and disposal. Must demonstrate experience as a Project Manager or equivalent capacity managing hurricane debris monitoring for a government entity involving a minimum of 500,00 cubic yards of debris.
- b) Documented knowledge and experience of Federal, State, and Local emergency agencies, state and federal programs, funding sources, and reimbursement processes.

The information shall include detailed resumes of the Project Manager, Operations Manager, and other personnel key to this contract.

### **Section 4: PAST EXPERIENCE**

The proposal shall include past performance, including other contracts held with Florida government agencies for similar work.

Provide a minimum of three (3) references for which you provided a similar services within the past five years of the scope and nature required by this RFP. These references must include, as a minimum: name of company, contact person, address, e-mail address, and telephone number and the length and expiration of the contract.

Letters of Commendations or Recommendation may be included in this section.

## **Section 5: UNDERSTANDING AND APPROACH**

The proposer shall describe their understanding of Monitoring of Debris Removal during a disaster such as a hurricane. Additionally, they shall address their understanding of any characteristics that are unique to this project. The proposer shall describe any factors viewed as a concern that may need to be addressed.

Please provide a description of the proposer's approach to the project, to include startup procedures/requirements, debris estimate methodology, analysis of debris recovery operations and management of the debris recovery contractors, billing/invoices reporting procedures to FEMA and the city.

## **Section 6: COST PROPOSAL**

Proposer must complete and submit the Cost Proposal Form included herein.

Provide resumes for the project manager and operations manager. Provide job descriptions for other key positions listed on the Cost Proposal Form.

**\*\* END OF RFP \*\***



**PROPOSER INFORMATION PAGE**  
(This page must be completed and inserted in start of Section 2)

RFP # 12-13-207

Company Name: \_\_\_\_\_

Authorized  
Signature:

\_\_\_\_\_

Signature

Print Name

Title:

\_\_\_\_\_

Physical  
Address:

\_\_\_\_\_

Street

\_\_\_\_\_

City

State

Zip Code

Telephone:

\_\_\_\_\_ Fax: \_\_\_\_\_

Email Address:

\_\_\_\_\_

Web Site (if applicable):

\_\_\_\_\_

Federal Identification Number:

\_\_\_\_\_

This is a requirement of every Proposer.

State of Incorporation, if applicable

\_\_\_\_\_

# Disaster Debris Monitoring Contract

## COST PROPOSAL

Note: All positions listed may not be applicable to an event that may require monitoring.

<u>POSITION</u>	<u>HOURLY RATE</u>
Project Manager	\$ _____
Operations Manager(s)	\$ _____
FEMA Coordinator	\$ _____
Scheduler/Expeditors	\$ _____
GIS Analyst	\$ _____
Field Supervisors	\$ _____
Debris Site / Tower Monitors	\$ _____
Environmental Specialists	\$ _____
Project Inspectors (Citizen Site Monitors)	\$ _____
Load Ticket Data Entry Clerks	\$ _____
Billing / Invoice Analysts	\$ _____
Administrative Assistants	\$ _____
Field Coordinators (Crew Monitors)	\$ _____

### **OTHER REQUIRED OR RECOMMENDED POSITIONS:**

List other positions with hourly rates and attach job descriptions for any positions not listed above. List other items that may pertain to completion of the task or clean-up.

**NAME OF FIRM:** \_\_\_\_\_

**\*IMPORTANT:** These hours are not intended to represent the actual contract amount, but are an estimated representation of a typical work month. The actual contract value will be negotiated with the successful proposer prior to issuance of the notice to proceed for each event.



compensated as proposed are accurate, complete and current and the time of contracting and no higher than those charged to the Proposer's other customers for the same or substantially similar service in the Southeast Region of the United States during the preceding twelve (12) month period.

9. Proposer certifies to the best of its knowledge and belief that no funds or other resources received in connection with an award of a contract from this RFP will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

I certify or affirm that to the best of my knowledge and belief, the above 9 statements are true.

Proposer Firm: \_\_\_\_\_

Officer's Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Signature:** \_\_\_\_\_

AFFIRMED AND SIGNED before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013

by \_\_\_\_\_ (*name*) as \_\_\_\_\_ (*title*)

of \_\_\_\_\_ (*Proposer firm*), and who is personally known to me

or produced \_\_\_\_\_

as identification.

\_\_\_\_\_  
Notary Public

Notary Stamp:

Insert into End of Section 2

**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 City will assume the Proposer has not implemented a drug-free workplace program.**

**DISASTER DEBRIS MONITORING CONTRACT WITH THOMPSON CONSULTING SERVICES, LLC.**

This Contract ("Contract") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between CITY OF LAKE WORTH, a Florida municipal corporation with an address of 7 North Dixie Highway, Lake Worth, FL 33460 ("City"), and THOMPSON CONSULTING SERVICES, LLC, with an address of 1135 Townpark Avenue, Suite 2101, Lake Mary, FL 32746 ("Contractor").

**WHEREAS**, the City of Lake Worth initiated a Request for Proposal for disaster debris monitoring; and,

**WHEREAS**, the City Commission of the City of Lake Worth has determined it to be in the best interest of the City to award the Contract to Thompson Consulting Services, LLC.

City and Contractor, in consideration of the mutual covenants hereinafter set forth, the sufficiency of which is agreed by both parties, agree as follows:

**Article 1. GENERAL CONDITIONS.**

1.1 Contract Documents. The Contract Documents are incorporated herein by reference as if originally set forth in this Contract, and comprise the entire agreement between the City and Contractor. The Contract Documents consist of this Contract, the Request for Proposal #-12-13-207 (including, but not limited to, the addenda, Special Terms and General Conditions and Terms issued therewith) ("RFP"), the proposal submitted by the Contractor and any duly executed and issued Change Orders, Work Directive Changes, Field Orders and amendments relating thereto. If, during the performance of the work, the Contractor finds an ambiguity, error or discrepancy in the Contract Documents, the Contractor shall so notify the City, in writing, at once and before proceeding shall obtain a written interpretation or clarification. In resolving conflicts in any of the Contract Documents, the order of precedence shall be as follows:

- |                  |   |
|------------------|---|
| First Priority:  | Duly executed Change Orders; Work Direct Changes; and, Field Orders |
| Second Priority: | This Contract   |
| Third Priority:  | Special Terms (in the RFP)  |
| Fourth Priority: | General Conditions and Terms (in the RFP)                           |
| Fifth Priority:  | Remainder of the RFP  |
| Sixth Priority:  | Contractor's Proposal   |

The City will not be responsible for any oral instructions, clarifications, or other communications except those provided in writing in response to Contractor's request for clarification of an ambiguity, discrepancy or error.

1.2 Contract Administrator. Whenever the term Contract Administrator is used

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.

#### Article 7. PUBLIC RECORDS

Contractor shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, Independent 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 Independent 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.

#### Article 8. NOTICE TO PROCEED.

The Contractor agrees that it will not commence any work or incur any expenses until and unless requested in writing by the Contract Administrator. The Contractor further agrees that it shall first obtain approval of the Contract Administrator for the staffing levels for the disaster event prior to commencing work and it shall further obtain the Contract Administrator's approval of the Contractor's staff hours to be worked.

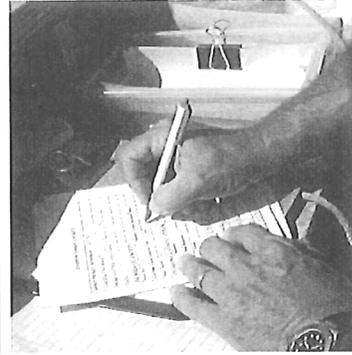
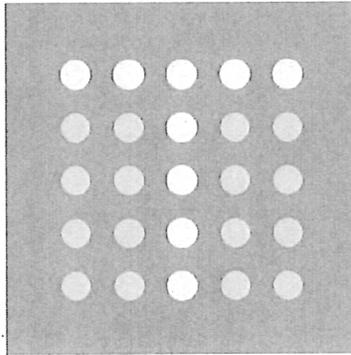
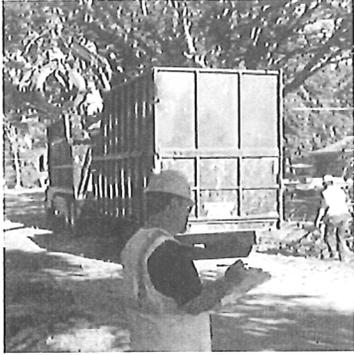
#### Article 9. INSURANCE.

Contractor shall comply with all of the insurance requirements set forth in RFP # 12-13-207. In addition Contractor shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the Contractor from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

- 11.6 Successors and Assigns: This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 11.7 Governing Law; Consent to Jurisdiction: This Contract 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 submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (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, 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 part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.
- 11.8 Third Party Beneficiary rights: This Contract shall create no rights or claims whatsoever in any person other than a party herein.
- 11.9 Severability: If any one or more of the provisions of the Contract shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 11.10 Effective date: The effective date of this Contract is the date the Contract is approved by the City Commission.
- 11.11 Amendments: This Agreement may only be amended by mutual agreement of the parties, provided that the amendment is in writing and is executed on behalf of both parties.
- 11.12 Waiver: No express or implied, consent to or waiver of, any breach or default by the other party, in the performance of the obligations hereunder shall be deemed or construed to be a consent to, or waiver of, any other breach or default in the performance by such hereunder. Failure on the part of either party to complain of any act of the other in default, irrespective of how long such failure continues, shall not constitute a waiver of a party's rights hereunder.
- 11.13 Notices: All notices, including changes in addresses, required to be given pursuant to this Contract shall be given by certified or registered mail, return receipt requested; hand-delivery (evidenced by a receipt signed by the recipient); or, nationally recognized overnight courier, and shall be effective when received. All notices shall be delivered to the address provided above for the City and



*Copy*



## *City of Lake Worth, Florida*

Request for Proposal No. 12-13-207

Disaster Debris Monitoring

Due Date/Time: June 26, 2013 | 1:00 P.M.

**thompson**  
CONSULTING SERVICES

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City of Lake Worth, Florida

Request for Proposal No. 12-13-207  
Disaster Debris Monitoring

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# Tab 1

## INTRODUCTION LETTER

### Executive Overview

Thompson Consulting Services is pleased to submit the enclosed proposal to provide the City of Lake Worth, FL (City) with professional debris monitoring and disaster related grant administration services. Thompson Consulting Services is a full service emergency response, disaster recovery and grant management consultancy, organized as a subsidiary of Thompson Holdings, Inc. (Thompson) which also includes our sister companies Thompson Engineering and Watermark Design. Thompson Consulting Services will serve as the contracting agent for the proposing team. Detailed company information is provided below.

<b>Firm Name:</b>	Thompson Consulting Services, LLC	
<b>Address:</b>	1135 Townpark Avenue, Suite 2101 Lake Mary, Florida 32746	
<b>Telephone:</b>	(407) 792-0018	
<b>Fax:</b>	(407) 878-7858	
<b>Email:</b>	<a href="mailto:info@thompsoncs.net">info@thompsoncs.net</a>	
<b>Website:</b>	<a href="http://www.thompsoncs.net">www.thompsoncs.net</a>	
<b>Company Type:</b>	Limited Liability Company	
<b>Year Established:</b>	2011 <sup>[1]</sup>	
<b>Former Name:</b>	Thompson Engineering	
<b>Year Est.:</b>	1953	
<b>Authorized Agents:</b>	Jon Hoyle, President 1135 Townpark Avenue Suite 2101 Lake Mary, Florida 32746 Cell: (321) 303-2543	Nate Counsell, Vice President 1135 Townpark Avenue Suite 2101 Lake Mary, Florida 32746 Cell: (407) 619-2781

[1] Prior to the inception of Thompson Consulting Services, disaster debris monitoring and program management services were provided as Thompson Engineering, which was established in 1953.

Thompson's emergency response and disaster recovery consultants have over 50 years of combined experience in supporting federal, state and local governments prepare for, respond to, and recover from a variety of natural disasters, representing over \$2.25 Billion of federal grant funding. Our emergency response and disaster recovery experts have responded to some of the most devastating incidents to impact the United States in the last two decades. *Our tested and proven approach to providing disaster response and recovery services maintains a primary focus on the efficient and effective distribution of resources while assisting our clients in navigating the funding channels of federal grant programs.*

## Service Offerings

Thompson's diversified service offerings and comprehensive disaster response and recovery experience ensures our team is prepared and qualified to respond to a future disaster that impacts the City regardless of the size and magnitude of the incident. Thompson's experience with post-disaster management, monitoring and grant administration services spans three decades and accounts for the administration of more than \$2.25 billion of Federal Emergency Management Agency (FEMA) Public Assistance (PA), Federal Highway Administration (FHWA) Emergency Relief (ER), US Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) and Natural Resources Conservation Service (NRCS) program funding. We maintain specialized knowledge, expertise, and experience in developing, implementing and monitoring a variety of disaster debris removal programs, including the following:

- Right-of-way (ROW) debris removal
- Right-of-way leaning tree and hanging limb removal (leaner/hanger)
- Private property debris removal (PPDR) thru Right-of-Entry (ROE) process
- Private property demolition thru ROE process
- Solid waste management consultation
- Drainage area and pathway debris removal
- White goods removal, decommissioning and recycling
- Hazardous materials collection and disposal
- E-waste removal and recycling
- Inland/non-navigable waterway debris removal
- Vehicle/vessel recovery

Before, during and after a debris-generating disaster incident, our team can draw upon our knowledge and experience working with the following funding sources to assist the City with developing and implementing a comprehensive recovery program.

- Federal Emergency Management Agency (FEMA)
  - Public Assistance (PA)
  - Hazard Mitigation Grant Program (HMGP)
  - Pre-disaster Mitigation (PDM)
  - Flood Mitigation Assistance (FMA)
  - Repetitive Flood Claim (RFC)
  - Severe Repetitive Loss (SRL)
- Federal Highway Administration (FHWA)
  - Emergency Relief (ER)
- Department of Energy (DOE)
- Environmental Protection Agency (EPA)
- Department of Housing and Urban Development (HUD)
  - Community Development Block Grant (CDBG)
  - HOME Investment Partnership Program
- Natural Resources Conservation Service (NRCS)
  - Emergency Watershed Protection (EWP)
- Department of Labor
  - National Emergency Grants (NEGs)
- Small Business Administration (SBA)
- Department of Agriculture (USDA)

For this engagement, Thompson is able to offer services including, but not limited to, the following:

### Debris Removal Monitoring

- Debris hauling vehicle certification (volumetric)
- Collection monitoring
- Disposal monitoring
- Data management
- Document management
- Hazardous material removal
- Health and safety monitoring
- Coordination/scheduling
- Damage claim resolution
- GIS reporting

- Private property/ right-of-entry (ROE) work
- Waterways clean-up and reimbursement
- Asbestos abatement
- Leaning trees and hanging limbs removal
- Vessel and vehicle recovery
- Progress reporting
- Contractor invoice reconciliation and payment recommendation
- FEMA appeals assistance
- Cost recovery/grant applications

#### Public Assistance Program Consulting Services

- Preliminary damage assessment (PDA) data management tool development (categories A-G)
- Collection and compilation of PDAs
- Applicant kickoff meeting facilitation
- Debris staging site consultation (environmental, logistical, etc.)
- Project worksheet development
- GIS mapping support
- Housing inventory damage assessment
- Direct administrative cost (DAC) support
- Damage site surveying (photography, GPS, condition reports, cost estimation, etc.)
- Small/large project formulation and scoping
- Alternate / improved projects
- Section 406 mitigation consultation
- Procurement assistance
- Expenditure review/approval and reconciliation
- EMMIE monitoring/support

### Statement of Qualifications

Thompson is uniquely qualified to assist the City with its debris removal monitoring and grant consulting needs for the following reasons:

**Post-disaster debris removal management and FEMA funding experience:** Thompson's experience with post-disaster debris removal monitoring and management services spans two decades and accounts for the administration of more than \$2.25 billion of debris removal funding on behalf of more than 100 local and state government agencies. Most recently Thompson assisted communities in the Northeast, including Hoboken, NJ and Babylon, NY, recover from Hurricane Sandy. In addition, Thompson has worked as an independent third-party debris monitor for many large and small debris hauling firms, including AshBritt and Ceres Environmental.

**Qualifications of our staff:** Thompson's staff of consultants is amongst the most educated, qualified, and dynamic in the industry. All of Thompson's staff has extensive experience with disaster recovery programs and large scale debris removal programs involving a minimum of 1,000,000 cubic yards. Our emergency response and disaster recovery experts have responded to some of the most devastating incidents to impact the United States in the last two decades including: Hurricanes Charley, Frances, and Ivan in 2004; Hurricane Katrina in 2005; the Buffalo ice and snow storm of 2006; Hurricane Ike in 2008; the Nashville floods in 2010; the Southeast tornadoes of April 2011; Hurricane Irene in 2011; and most recently Hurricane Sandy in the Northeast. This experience means that the City can rest assured that its disaster reimbursement is in the hands of the industries most qualified professionals.

**Automated debris management system (ADMS):** Thompson has invested significant resources in technologies to support more efficient debris removal monitoring. Among these technologies is our best-in-class ADMS, *TDMSmobile*, which has been routinely deployed on FEMA reimbursed projects. Though we understand the City is currently interested in paper ticketing, our prior experience utilizing *TDMSmobile* has provided a cost savings to our clients ranging from 20 - 30 percent. We encourage the City to request a demonstration of *TDMSmobile* and feel confident that you will be impressed with our capabilities with respect to data and document management.

**Responsible stand-by contract commitment:** Thompson understands that there will be a tremendous and competing demand for recovery resources by hundreds of state and municipal government agencies following a regional disaster event that impacts South Florida. As a result, Thompson carefully manages

the number and location of pre-event commitments that we are obligated to in the State of Florida. Thompson currently holds no other stand-by contracts in Palm Beach County. If a future disaster event occurs, the City can rest assured that Thompson will deliver the resources and personnel necessary to execute the scope of work and exceed the City's expectations.

Thompson carefully manages the number and location of pre-event commitments and currently holds no other stand-by contracts in Palm Beach County.

**Local preference for hiring debris monitors:** Following contract activation, Thompson will provide City residents in need of work with the first opportunity to fill available temporary positions as debris monitors.

Thompson will provide qualified residents with safety training, drug screening, and on the job training with experienced Thompson supervisors. This effort will help residents earn a competitive wage and participate in the City's recovery effort with a meaningful contribution.

**Ability to quickly respond:** Thompson has more than 1,500 inspectors on stand-by. Should a debris generating event occur we will be able to deploy staff and resources within hours of receiving a notice to proceed to quickly respond to the City's needs and facilitate the recovery of the community.

**Commitment to safety and quality:** Thompson is the only debris monitoring firm that performs drug screening and motor vehicle operating record reviews for 100% of its temporary employees. Although this practice results in additional work for our staff, the result is a team of monitors that is both safe and committed to quality. In addition, Thompson deploys a quality assurance team to each of its projects to ensure that certain quality standards are being upheld, regardless of the operating conditions and climate.

I would like to extend our sincerest hope that the City is not impacted by a disaster event that would necessitate our assistance. If a disaster event does occur, we are prepared to serve as your disaster debris monitoring services provider and exceed the service expectations that the City has established. Please contact me directly at 407.619.2781 if you have any questions regarding this submittal.

Best regards,

**THOMPSON CONSULTING SERVICES, LLC**



Nate Counsell

Vice President, Thompson Consulting Services

407.619.2781

[ncounsell@thompsoncs.net](mailto:ncounsell@thompsoncs.net)



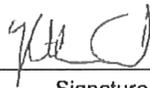
P-1

**PROPOSER INFORMATION PAGE**  
(This page must be completed and inserted in start of Section 2)

RFP # 12-13-207

Company Name: Thompson Consulting Services

Authorized  
Signature:

  
Signature

Nathaniel Counsell  
Print Name

Title: Vice President

Physical  
Address: 1135 Townpark Avenue, Suite 2101  
Street

Lake Mary Florida 32746  
City State Zip Code

Telephone: 407-792-0018 Fax: 407-878-7858

Email Address: ncounsell@thompsonc.net

Web Site (if applicable): www.thompsoncs.net

Federal Identification Number: 45-2015453  
This is a requirement of every Proposer.

State of Incorporation, if applicable Delaware

# Tab 2

## QUALIFICATIONS OF THE FIRM

### Statement of Qualifications

Thompson’s disaster response and recovery personnel have successfully preformed debris monitoring and grant administration services for a variety of FEMA reimbursable federally declared disasters and emergencies, many of which resulted in the collection of 1,000,000 cubic yards or more of debris. A summary of our experience listed by disaster event is provided in the table below. In addition, we have included our Staff Experience Matrix as Exhibit 2.1 which shows our extensive experience in disaster debris monitoring and recovery management.

Table 2-1: Grant Programs and Funding Administered by Disaster

Disaster	Year	Clients	Grant Funds Administered	Grant Programs
Hurricane Sandy (FEMA DR-4085-4086)	2012	7	TBD	FEMA PA, FHWA ER, FEMA HMGP
Hurricane Isaac (FEMA DR-4080-4081)	2012	4	\$2,000,000	FEMA PA, FHWA ER
Indiana Tornadoes (FEMA DR-4058)	2012	1	\$2,500,000	FEMA PA, FHWA ER
Hurricane Irene (FEMA DR-4024)	2011	1	\$4,500,000	FEMA PA, FHWA ER
Alabama Tornadoes (FEMA DR-1971)	2011	3	\$25,000,000	FEMA PA, FEMA HMGP, FHWA ER, CDBG DR, DOE
Oklahoma Severe Storms (FEMA DR-1876)	2010	1	\$284,160	FEMA PA, FHWA ER
Tennessee Flooding (FEMA DR-1909)	2010	1	\$4,133,100	FEMA PA, FHWA ER
Iowa Flooding (FEMA DR-1763)	2010	2	\$1,640,325	FEMA PA, FEMA HMGP FHWA ER
Massachusetts Snow Storm (FEMA \DR-1813)	2009	2	\$896,475	FEMA PA, FHWA ER
Hurricane Ike (FEMA DR-1791)	2008	12	\$445,504,160	FEMA PA, FEMA SRL, FEMA HMGP, FHWA ER, CDBG DR
Hurricane Gustav (FEMA DR-1786)	2008	6	\$19,374,540	FEMA PA, FEMA SRL, FEMA HMGP, FHWA ER
Hurricane Dolly (FEMA DR-1780)	2008	2	\$17,241,000	FEMA PA, FHWA ER
Oklahoma/Missouri Ice Storm (FEMA DR-1735)	2007	2	\$12,375,000	FEMA PA, FHWA ER
Missouri Ice Storm (FEMA DR-1676)	2007	3	\$31,523,000	FEMA PA, FHWA ER
New York Winter Storm (FEMA DR-1665)	2006	7	\$20,700,000	FEMA PA, FHWA ER, NRCS
Hurricane Wilma (FEMA DR-1609)	2005	15	\$214,491,000	FEMA PA, FEMA HMGP, FHWA ER, NRCS
Hurricane Rita (FEMA DR 1606)	2005	2	\$96,000,000	FEMA PA, FHWA ER
Hurricane Katrina (FEMA DR 1602-1604)	2005	30	\$914,304,040	FEMA PA, FEMA HMGP, FHWA ER, NRCS
Hurricane Dennis (FEMA DR-1595)	2005	3	\$90,000,000	FEMA PA, FHWA ER

Disaster	Year	Clients	Grant Funds Administered	Grant Programs
Hurricane Ivan (FEMA DR-1551)	2004	3	\$243,332,500	FEMA PA, FEMA HMGP, FHWA ER, NRCS
Hurricane Frances (FEMA DR-1545)	2004	1	\$5,000,000	FEMA PA, FHWA ER
Hurricane Charley (FEMA DR-1539)	2004	3	\$97,085,850	FEMA PA, FHWA ER

Our disaster management and recovery personnel have assisted more than 100 various state and local government entities plan for, respond to and recover from disaster debris generating incidents. We have a thorough understanding of how agencies at the federal, state, and local levels coordinate during a recovery operation regardless of the type and magnitude of the incident. Thompson’s clients benefit from our long and consistent history in providing disaster response and recovery services through the incorporation of program management best practices gained over the years, and understanding of current federal disaster recovery guidelines and procedures.

Firm Experience and Knowledge of Federal, State & Local Emergency Management

Our recent disaster recovery and debris monitoring experience in Virginia, New York, New Jersey, Louisiana, Mississippi, Indiana and Alabama demonstrates Thompson’s ability to comply with the guidance documents and eligibility requirements issued by FEMA in FEMA-325 and FEMA-327. Thompson closely monitors changes to FEMA policy and guidance so that we can make the appropriate changes to our own practices and procedures in order to best protect the clients we serve.

Thompson’s approach to providing disaster debris monitoring services begins with the desired outcome at the forefront of what we do: document debris removal in a manner to ensure maximum grant reimbursement to our clients. Through past experience and lessons learned, we have been able to develop a fine tuned and tested approach to efficiently and effectively meet or exceed the FEMA compliance regulation standards for maximum reimbursement to our clients.

When dealing with disaster recovery and compliance with FEMA and other federal regulations, not many things can take the place of first-hand experience. Our debris monitoring and reimbursement procedures, tools and training methods are the results of a unique blend of theoretical and applied implementation on real recovery projects. The City receives the benefits of past client successes which have been retained and included in our program knowledge base. By the same token, we have been able to actively morph our tools based on the ever changing environment of debris monitoring and reimbursement assistance.

Federal Guidelines and Document Understanding

Thompson’s consultants are well versed in federal program compliance regulations and policy for FEMA and other federal agencies. Although the guidance listed is not exhaustive in nature, it is a sample of specific material which may shape the City’s recovery. Our consultants understand the material contained in these documents and will use this to aid in the recovery and reimbursement of all eligible debris and other related project costs. Thompson’s goal is to promote an effective recovery in the most efficient amount of time while focusing on the end product of reimbursement though compliance with all applicable federal, state and local regulations.

- Local/state government debris management plan/standard operating procedures
- Local/state government purchasing guidelines and manuals
- Local government code of ordinances

- FEMA 321 – Public Assistance Policy Digest
- FEMA 322 – Public Assistance Guide
- FEMA 323 – Applicant Handbook
- FEMA 325 – Debris Management Guide
- FEMA 327 – Debris Monitoring Guide
- FEMA 329 – Debris Estimating Field Guide
- OMB Circular A-87 – Cost Principles for State, Local and Indian Tribal Governments
- OMB Circular A-133 – Audits of States, Local Governments and Non-Profit Organizations
- 44 CFR Part 13 – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- FEMA Disaster Administrative Policy 9525.9 – Direct Administrative Costs

Disaster Planning, Response, and Recovery Training Courses

With so many moving parts, Thompson’s commitment to the City’s recovery starts with our own staff and debris monitors. To comply with local, state and federal regulations, Thompson trains all debris monitors prior to completing any field monitoring work. The materials used for training sessions at the start of a project have been developed by Thompson to cover such topics as eligible and ineligible debris types, how to properly complete debris tickets (unit rate, load, waterway, etc.) and truck certification forms, federal and local program guidelines, safety protocol and proper points of contact for project work. Although not required by FEMA, many of our project management consultants hold various Occupational Safety and Health Administration (OSHA) certifications for safety and other project related activities. Our PA consultants are well versed in federal regulations, FEMA publications and past project work in order to provide the City the benefits learned from disasters over the past decade. Thompson believes it is critical to educate our staff and provide them with the credentials that are recognized by the federal, state and local emergency management community. Many of our staff members are credentialed with some combination of the certifications provided in the table below.

Table 2-2: Staff Credentials & Training

Agency/Course	Certification Title
FEMA IS 1	Emergency Program Manager, an Orientation to the Position
FEMA IS 30	Mitigation eGrants System for the Subgrant Applicant
FEMA IS 31	Mitigation eGrants System for the Grant Applicant
FEMA IS 100a	Introduction to the Incident Command System
FEMA IS 120a	An Introduction to Exercises
FEMA IS 200b	ICS for Single Resources and Initial Action Incident
FEMA IS 208	State Disaster Management
FEMA IS 208a	State Disaster Management
FEMA IS 230	Principles of Emergency Management
FEMA IS 230a	Fundamentals of Emergency Management
FEMA IS 241	Decision Making and Problem Solving
FEMA IS 242	Effective Communication
FEMA IS 253	Coordinating Environmental and Historic Preservation Compliance

Agency/Course	Certification Title
FEMA IS 279	Engineering Principles and Practices for Retrofitting Flood Prone Residential Structures
FEMA IS 292	Disaster Basics
FEMA IS 386	Introduction to Residential Coastal Construction
FEMA IS 393a	Introduction to Hazard Mitigation
FEMA IS 430	Introduction to Individual Assistance
FEMA IS 546	Continuity of Operations (COOP) Awareness
FEMA IS 547	Introduction to Continuity of Operations
FEMA IS 548	Continuity of Operations Manager
FEMA IS 630	Introduction to Public Assistance
FEMA IS 631	Public Assistance Operations
FEMA IS 632	Introduction to Debris Operations in FEMA's PA Program
FEMA IS 634	Introduction to FEMA's Public Assistance Program
FEMA IS 700	National Incident Management System (NIMS) an Introduction
FEMA IS 901	Section 508 Awareness

This coursework and continuing education allows our employees to remain current with ever-changing policy while earning certifications that will provide them with credibility within the federal, state and local emergency management community.

#### FEMA Disaster Assistance Policy 9525.9 on Direct Administrative Costs Compliant

In recent years, FEMA has published Disaster Assistance Policy (DAP) 9525.9 which clarifies allowable direct administrative costs and activities which may be eligible for reimbursement by FEMA. This document is important to both the City and its consultants because it describes what costs may be requested for reimbursement, lessening the chance that the City will be surprised with unreimbursed disaster expenses paid out of pocket. Also, it identifies what types of activities may be performed by the City or another procured agent of the City during the recovery process. Thompson has developed timekeeping and other tracking and reporting documents used by our consultants that have been included as backup to substantiate costs for many FEMA audited projects which have not had any findings. Our consultants often refer to this publication when types of costs or eligible activities are reviewed during a project. The City will have the benefit of knowing that tracking and backup tools used by Thompson for any debris monitoring or recovery projects have been tested for use with other projects and withstood FEMA audits.

#### Firm Experience and Knowledge of Environmental Requirements

In addition to our disaster related debris removal monitoring and grant administration experience, Thompson stands fully equipped and prepared to assist the City as needed with services related to permitting, solid waste management, hazardous waste management, asbestos abatement, lead based paint testing and other environmental and engineering inspection requirements. Our Environmental Group was established in 1982 and is comprised of 30+ environmental engineers, water/wastewater engineers, geologist, biologist, NEPA specialists, GIS specialists, soils scientists, hazardous materials managers, asbestos and lead-based paint specialists, storm water and erosion control experts, safety professionals, inspectors, and technicians. Our environmental experience extends back 29 years and a sampling of our solid and hazardous waste management project experience is shown below:

Table 2-3: Solid and Hazardous Waste Management Experience

Project	Scope
Gulf Village Housing Project, Mobile Housing Board	Provided asbestos and lead-based paint inspections and abatement specifications for 200 housing units.
ExxonMobil Offshore Platform Decommissioning	Provided asbestos and lead-based paint surveys, Naturally Occurring Radioactive Material (NORM) survey, hazardous waste identification, disposal coordination, and Contractor oversight.
Alabama Dept. of Transportation, On-Call HAZMAT Services	Provided Environmental Assessments; and soil and groundwater sampling and remediation.
Alabama State Port Authority, Monitoring Well 8-S	Provided subsurface investigation, monitoring and sampling, Environmental Assessment, site development, geotechnical engineering, contouring/geo-statistics, risk assessment, data management, Corrective Action Remediation, plans and specifications, and construction management to characterize areas of concern, define contamination sources and extent of contamination.
Kerr-McGee Waste Surface Impoundment Closure	Provided permitting, engineering design, GIS, regulatory certification and reporting, field investigations, remedial design, construction management, and construction engineering inspection that involved the closure of 29-acres of wastewater ponds, 61 monitoring wells and 5-60' deep recovery wells.



Insert into End of Section 2  
**REPRESENTATIONS AND DISCLOSURES**

RFP No. 12-13-207

STATE OF Florida }  
COUNTY OF Seminole } SS:

I am a officer of the Proposer firm, named below, submitting its qualifications under an RFP and am authorized to make the following Representations and Disclosures on behalf of the Proposer. I certify or affirm that to the best of my knowledge and belief, the following statements are true:

1. Proposer agrees that its proposal may become part of any contract entered into between the City and the Proposer.
2. There are no actual, apparent or potential conflicts of interest with Proposer or any sub-consultants or subcontractors that are present or could develop with respect to the scope of services for the project/study and any parties to this solicitation or any third parties.
3. Submittal of Proposer's Proposal is made without connection with any persons, company or party making another submittal, and that it is in all respects fair and in good faith without collusion or fraud.
4. Proposer has not filed for bankruptcy in the past five (5) years.
5. Neither Proposer nor any of Proposer's principals have been convicted of or indicted for a felony or fraud.
6. 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 and are not listed on the Florida convicted vendor list.
7. Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Proposer, to solicit or secure an award under this RFP 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 Proposer, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from an award.
8. Proposer certifies the compensation and hourly rates and other expenses or costs to be

compensated as proposed are accurate, complete and current and the time of contracting and no higher than those charged to the Proposer's other customers for the same or substantially similar service in the Southeast Region of the United States during the preceding twelve (12) month period.

9. Proposer certifies to the best of its knowledge and belief that no funds or other resources received in connection with an award of a contract from this RFP will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

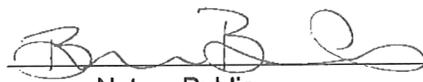
I certify or affirm that to the best of my knowledge and belief, the above 9 statements are true.

Proposer Firm: Thompson Consulting Services

Officer's Name: Nathaniel Counsell Title: Vice President

Signature: 

AFFIRMED AND SIGNED before me this 24 day of June, 2013  
by Nathaniel Counsell (name) as Vice President (title)  
of Thompson Consulting Services (Proposer firm), and who is personally known to me  
or produced (personally known)  
as identification.

  
Notary Public

Notary Stamp:



Insert into End of Section 2

**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.

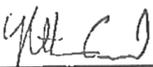
(3) Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

(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 Thompson Consulting Services, I certify that Thompson Consulting Services complies fully with the above requirements.

 6/24/2013  
Authorized Representative's Signature Date

Nathaniel Counsell Vice President  
Name: Position:

## Exhibit 2.1

# STAFF EXPERIENCE MATRIX

# Thompson Consulting Services

## Staff Experience Matrix

Event/Client	FEMA-DR	Cubic Yardage	Disaster Debris Contract Management	Contract Procurement Assistance	ROW Debris Removal Monitoring	Parks Debris Removal Monitoring	DMS/Disposal Monitoring	Leaner/Hangers/ Stumps Removal Monitoring	DMS Environmental Support	Beach Remediation/Restoration	Private Property Debris Removal (PPDR) Administration	Marine/Waterway Debris Removal	Data Collection/ Management/ Billing/ Invoicing	Customer Information/ Service Call Centers	Demolition Administration & Program Management	FEMA Category A&B Reimbursement Support	
<b>Hurricane Isaac – 2012</b>																	
<b>EVENT TOTAL CUBIC YARDS OF DEBRIS – 92,000</b>																	
Terrebonne Parish, LA	4080	56,000	♦		♦	♦	♦	♦					♦			♦	
Denham Spring, LA	4080	9,000	♦		♦	♦	♦	♦					♦			♦	
Hancock County, MS	4081	23,000			♦		♦			♦			♦				
Jackson County, MS	4081	4,000			♦		♦									♦	
<b>Hurricane Irene – 2011</b>																	
<b>EVENT TOTAL CUBIC YARDS OF DEBRIS – 465,000</b>																	
Saluda Residency, Virginia DOT	4024	100,000			♦		♦	♦									
Petersburg Residency, Virginia DOT	4024	75,000			♦		♦	♦									
Ashland Residency, Virginia DOT	4024	200,000			♦		♦	♦									
Chesterfield Residency, Virginia DOT	4024	15,000			♦		♦	♦									
City of Portsmouth, Virginia	4024	50,000			♦		♦	♦									
Brunswick County, Virginia	4024	25,000			♦		♦	♦									
<b>TORNADOES – 2011</b>																	
<b>EVENT TOTAL CUBIC YARDS OF DEBRIS – 450,000</b>																	
City of Tuscaloosa, AL	1971	N/A		♦							♦		♦	♦	♦	♦	
Calhoun County, AL	1971	350,000	♦		♦		♦	♦	♦		♦		♦		♦	♦	
Alabama DCNR	1971	100,000	♦		♦	♦	♦	♦	♦				♦		♦		
<b>TORNADOES – 2010</b>																	
<b>EVENT TOTAL CUBIC YARDS OF DEBRIS – 18,944</b>																	
City of Norman, OK <sup>[1]</sup>	1926	18,944	♦		♦		♦	♦	♦				♦			♦	
<b>FLOODING – 2010</b>																	
<b>EVENT TOTAL CUBIC YARDS OF DEBRIS – 348,895</b>																	
City of Nashville, TN <sup>[2]</sup>	1909	275,540			♦		♦		♦				♦				
City of Cedar Rapids, IA <sup>[2]</sup>	1763	109,355	♦													♦	
<b>ROCK SLIDES – 2009</b>																	
<b>EVENT TOTAL CUBIC YARDS OF DEBRIS – 60,000</b>																	
City of Chattanooga, Tennessee	N/A	60,000	♦		♦	♦											
<b>SNOW STORMS – 2009</b>																	
<b>EVENT TOTAL CUBIC YARDS OF DEBRIS – 59,765</b>																	
Town of Spencer, Massachusetts <sup>[1]</sup>	1813	10,930	♦		♦		♦	♦	♦				♦			♦	
Town of Sterling, Massachusetts <sup>[1]</sup>	1813	48,835	♦		♦		♦	♦	♦				♦			♦	
<b>HURRICANE IKE – 2008</b>																	
<b>EVENT TOTAL CUBIC YARDS OF DEBRIS – 12,275,208</b>																	
City of Houston, Texas <sup>[1]</sup>	1791	4,500,000	♦	♦	♦	♦	♦	♦	♦				♦	♦		♦	
Harris County, Texas <sup>[1]</sup>	1791	2,500,000	♦	♦	♦	♦	♦	♦	♦				♦	♦		♦	
Galveston County, Texas <sup>[3]</sup>	1791	1,400,000	♦		♦	♦	♦	♦	♦		♦		♦	♦		♦	
City of Baytown, Texas <sup>[1]</sup>	1791	1,000,000	♦		♦	♦	♦	♦	♦			♦		♦		♦	
Montgomery County, Texas <sup>[1]</sup>	1791	871,452	♦		♦	♦	♦	♦	♦				♦			♦	
Fort Bend County, Texas <sup>[1]</sup>	1791	415,000	♦		♦	♦	♦	♦	♦				♦			♦	
Town of Dauphin Island, Alabama <sup>[1]</sup>	1797	50,000	♦		♦	♦				♦	♦	♦	♦			♦	
Hardin County, Texas <sup>[1]</sup>	1791	200,000	♦		♦		♦	♦	♦				♦			♦	
City of Sugarland, Texas <sup>[1]</sup>	1791	125,000	♦		♦	♦	♦	♦	♦				♦			♦	
City of Missouri City, Texas <sup>[1]</sup>	1791	97,238	♦		♦	♦	♦	♦	♦				♦			♦	
<b>HURRICANE GUSTAV – 2008</b>																	
<b>EVENT TOTAL CUBIC YARDS OF DEBRIS – 968,727</b>																	
Terrebonne Parish, Louisiana <sup>[2]</sup>	1786	296,039	♦		♦	♦	♦	♦	♦		♦	♦	♦		♦	♦	
St. Landry Parish, Louisiana <sup>[2]</sup>	1786	225,000	♦		♦	♦	♦	♦	♦		♦		♦			♦	
Iberville Parish, Louisiana <sup>[2]</sup>	1786	179,185	♦		♦	♦	♦	♦	♦				♦			♦	
City of New Orleans, Louisiana <sup>[2]</sup>	1786	136,559	♦		♦	♦	♦	♦	♦				♦			♦	

# Thompson Consulting Services

## Staff Experience Matrix

Event/Client	FEMA-DR	Cubic Yardage	Disaster Debris Contract Management	Contract Procurement Assistance	ROW Debris Removal Monitoring	Parks Debris Removal Monitoring	DMS/Disposal Monitoring	Leaner/ Hangers/ Stumps Removal Monitoring	DMS Environmental Support	Beach Remediation/Restoration	Private Property Debris Removal (PPDR) Administration	Marine/Waterway Debris Removal	Data Collection/ Management/ Billing/ Invoicing	Customer Information/ Service Call Centers	Demolition Administration & Program Management	FEMA Category A&B Reimbursement Support
City of Thibodaux, Louisiana <sup>[4]</sup>	1786	78,820	◆		◆	◆	◆	◆	◆				◆			◆
St John the Baptist Parish, Louisiana <sup>[1]</sup>	1786	53,124	◆		◆	◆	◆	◆	◆				◆			◆
<b>HURRICANE DOLLY – 2008</b>																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 612,050																
Hidalgo County, Texas <sup>[1]</sup>	1780	310,585	◆	◆	◆	◆	◆	◆	◆				◆	◆		◆
Cameron County, Texas <sup>[2]</sup>	1780	301,465	◆	◆	◆	◆	◆	◆	◆				◆	◆		◆
<b>IOWA FLOODING – 2008</b>																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 200,000																
City of Waterloo, Iowa <sup>[1]</sup>	1763	200,000	◆		◆		◆		◆				◆			
<b>MIDWEST ICE STORM – 2007</b>																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 825,000																
City of Norman, Oklahoma <sup>[1]</sup>	1735	750,000	◆		◆	◆	◆	◆	◆		◆		◆		◆	◆
City of Webb City, Missouri <sup>[1]</sup>	1736	75,000	◆		◆		◆	◆	◆		◆		◆		◆	◆
<b>MIDWEST ICE STORM – 2007</b>																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 2,101,539																
City of Springfield, Missouri <sup>[1]</sup>	1676	1,448,539	◆		◆	◆	◆	◆	◆		◆		◆		◆	◆
Greene County, Missouri <sup>[2]</sup>	1676	545,000	◆		◆	◆	◆	◆	◆		◆		◆		◆	◆
City of Lebanon, Missouri <sup>[2]</sup>	1676	108,000	◆		◆		◆	◆	◆		◆		◆		◆	◆
<b>BUFFALO SNOW STORM – 2006</b>																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 1,386,000																
Town of Amherst, New York <sup>[2]</sup>	1655	800,000	◆		◆	◆	◆	◆	◆				◆			◆
Town of Tonawanda, New York <sup>[2]</sup>	1655	200,000	◆		◆	◆	◆	◆	◆				◆			◆
City of Lackawanna, New York <sup>[2]</sup>	1655	150,000						◆					◆			
City of North Tonawanda, New York <sup>[2]</sup>	1655	100,000	◆		◆	◆	◆	◆	◆				◆			◆
Genesee County, New York <sup>[2]</sup>	1655	80,000	◆		◆	◆	◆	◆	◆				◆			◆
Erie County, New York <sup>[4]</sup>	1655	50,000	◆										◆			
Town of Alden, New York <sup>[4]</sup>	1655	6,000	◆										◆			
<b>HURRICANE WILMA – 2005</b>																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 8,579,640																
Miami-Dade County, Florida <sup>[2]</sup>	1609	3,000,000	◆		◆		◆		◆				◆			◆
Collier County, Florida <sup>[4]</sup>	1609	932,000	◆										◆			◆
City of Ft. Lauderdale, Florida <sup>[2]</sup>	1609	901,000	◆		◆	◆	◆	◆	◆	◆		◆	◆	◆		◆
City of Hollywood, Florida <sup>[2]</sup>	1609	600,000	◆		◆	◆	◆	◆	◆				◆			◆
Town of Davie, Florida <sup>[4]</sup>	1609	593,789	◆										◆			◆
City of Boca Raton, Florida <sup>[4]</sup>	1609	574,200	◆										◆			◆
City of Plantation, Florida <sup>[4]</sup>	1609	366,551	◆										◆			◆
City of Parkland, Florida <sup>[4]</sup>	1609	244,910	◆										◆			◆
City of Weston, Florida <sup>[4]</sup>	1609	244,395	◆										◆			◆
City of Cooper City, Florida <sup>[4]</sup>	1609	217,464	◆										◆			◆
City of Coral Gables, Florida <sup>[4]</sup>	1609	213,947	◆										◆			◆
Broward County, Florida <sup>[4]</sup>	1609	204,105	◆										◆			◆
City of Sunrise <sup>[4]</sup>	1609	199,548	◆										◆			◆
City of Oakland Park, Florida <sup>[4]</sup>	1609	151,906	◆										◆			◆
City of Miami Beach, Florida <sup>[4]</sup>	1609	135,825	◆										◆			◆
<b>HURRICANE KATRINA – 2005</b>																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 27,143,468																
Hancock County, Mississippi <sup>[4]</sup>	1604	5,773,291	◆										◆			◆
Jackson County, Mississippi <sup>[4]</sup>	1604	3,183,425	◆										◆			◆
City of Gulfport, Mississippi <sup>[1]</sup>	1604	2,600,000	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆
Forrest County, Mississippi <sup>[4]</sup>	1604	2,496,933	◆										◆			◆
Jones County, Mississippi <sup>[4]</sup>	1604	1,961,427	◆										◆			◆
Harrison County, Mississippi <sup>[1]</sup>	1604	1,850,000	◆		◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆

# Thompson Consulting Services

## Staff Experience Matrix

Event/Client	FEMA-DR	Cubic Yardage	Disaster Debris Contract Management	Contract Procurement Assistance	ROW Debris Removal Monitoring	Parks Debris Removal Monitoring	DMS/Disposal Monitoring	Leaner/ Hangers/ Stumps Removal Monitoring	DMS Environmental Support	Beach Remediation/Restoration	Private Property Debris Removal (PPDR) Administration	Marine/Waterway Debris Removal	Data Collection/ Management/ Billing/ Invoicing	Customer Information/ Service Call Centers	Demolition Administration & Program Management	FEMA Category A&B Reimbursement Support
Lamar County, Mississippi <sup>[4]</sup>	1604	1,533,579														
City of Pass Christian, Mississippi <sup>[4]</sup>	1604	1,484,288	◆										◆			◆
City of Pascagoula, Mississippi <sup>[4]</sup>	1604	1,236,646	◆										◆			◆
Mobile County, Alabama	1605	789,658	◆		◆		◆	◆								
City of Mobile, Alabama	1605	728,469	◆		◆		◆	◆								
George County, Mississippi <sup>[4]</sup>	1604	651,359	◆										◆			◆
Perry County, Mississippi <sup>[4]</sup>	1604	550,967	◆										◆			◆
Walthall County, Mississippi <sup>[4]</sup>	1604	507,754	◆										◆			◆
City of New Orleans, Louisiana <sup>[2]</sup>	1603	401,238	◆	◆	◆		◆		◆		◆		◆	◆	◆	◆
Jefferson Parish, Louisiana <sup>[4]</sup>	1603	397,770	◆										◆			◆
City of Slidell, Louisiana <sup>[4]</sup>	1603	153,165	◆										◆			◆
City of Covington, Louisiana <sup>[4]</sup>	1603	143,919	◆										◆			◆
Lafourche Parish, Louisiana <sup>[4]</sup>	1603	134,384	◆										◆			◆
Jasper County, Mississippi	1604	131,251	◆		◆		◆	◆								
Town of Dauphin Island, Alabama	1605	94,037	◆		◆		◆	◆		◆		◆				
City of Prichard, Alabama	1605	70,445	◆		◆		◆	◆								
Clark County, Mississippi	1604	90,134	◆		◆		◆	◆								
City of Citronelle, Alabama	1605	48,423	◆		◆		◆	◆								
City of Saraland, Alabama	1605	44,419	◆		◆		◆	◆								
City of Satsuma, Alabama	1605	29,404	◆		◆		◆	◆								
Choctaw County, Alabama	1605	26,409	◆		◆		◆	◆								
City of Bayou Le Batre, Alabama	1605	18,336	◆		◆		◆	◆								
City of Creola, Alabama	1605	7,719	◆		◆		◆	◆								
City of Mt. Vernon, Alabama	1605	4,619	◆		◆		◆	◆								
<b>HURRICANE RITA – 2005</b>																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 4,800,000																
Jefferson County, Texas <sup>[2]</sup>	1606	4,600,000	◆		◆		◆	◆	◆		◆		◆	◆		◆
Monroe County, Florida <sup>[2]</sup>	1602	200,000	◆	◆	◆		◆		◆	◆		◆	◆		◆	◆
<b>HURRICANE DENNIS – 2005</b>																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 3,600,000																
Santa Rosa County, Florida <sup>[1]</sup>	1595	2,000,000	◆		◆	◆	◆	◆	◆				◆	◆		◆
Escambia County, Florida <sup>[1]</sup>	1595	1,200,000	◆		◆	◆	◆	◆	◆				◆	◆		◆
City of Pensacola, Florida <sup>[1]</sup>	1595	400,000	◆		◆	◆	◆	◆	◆				◆	◆		◆
<b>HURRICANE IVAN – 2004</b>																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 9,733,300																
Escambia County, Florida <sup>[2]</sup>	1551	7,681,500	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆
City of Pensacola, Florida <sup>[1]</sup>	1551	1,343,000	◆		◆	◆	◆	◆	◆		◆		◆	◆		◆
Florida Dept. of Transportation <sup>[1]</sup>	1551	708,800	◆		◆	◆	◆	◆	◆				◆			◆
<b>HURRICANE FRANCES – 2004</b>																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 200,000																
City of Boca Raton, Florida <sup>[1]</sup>	1545	200,000	◆		◆	◆	◆	◆	◆				◆			◆
<b>HURRICANE CHARLEY – 2004</b>																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 3,883,434																
Charlotte County, Florida <sup>[4]</sup>	1539	1,870,669	◆										◆			◆
City of Orlando, Florida <sup>[2]</sup>	1539	1,035,500	◆		◆	◆	◆	◆	◆				◆			◆
Orange County, Florida <sup>[4]</sup>	1539	977,265	◆										◆			◆

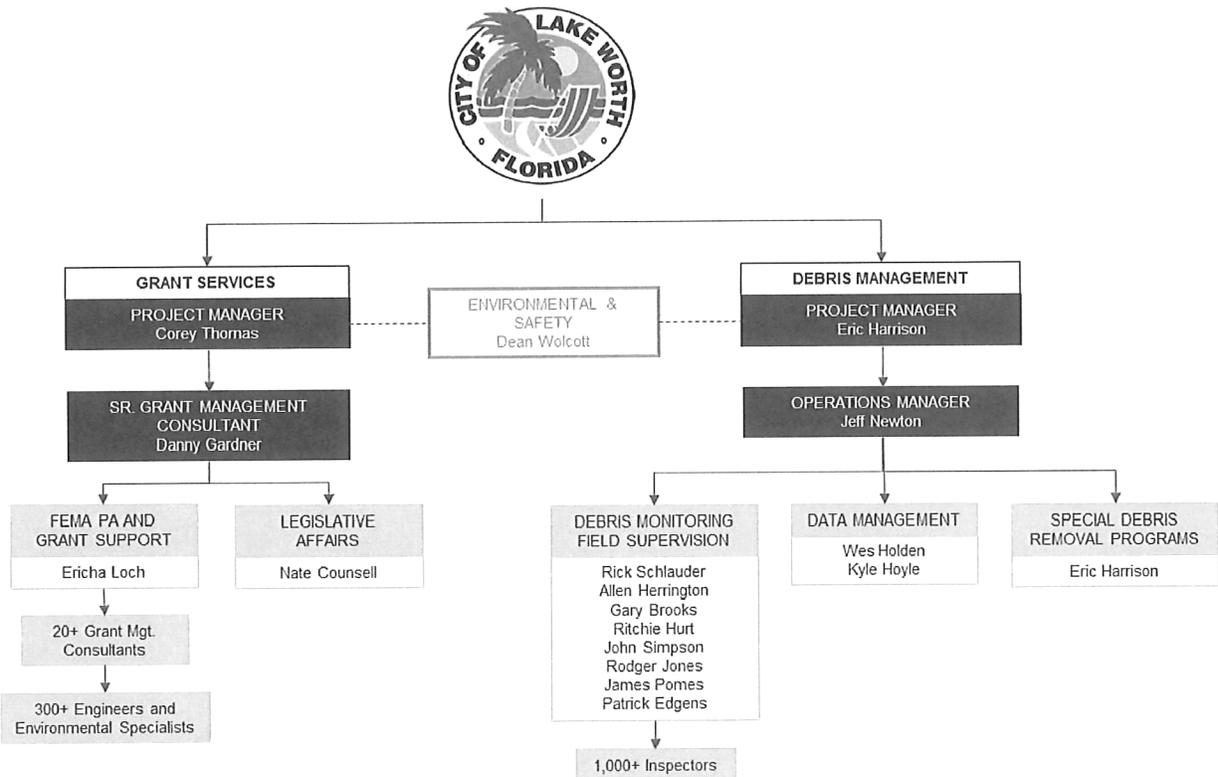
[1] This work was completed by Beck Disaster Recovery's principal owners. Beck Disaster Recovery was acquired in 2009 and dissolved in 2011. Jon Hoyle, Thompson's President, served as the technical lead on this project.  
 [2] This work was completed by Beck Disaster Recovery's principal owners. Beck Disaster Recovery was acquired in 2009 and dissolved in 2011. Nate Counsell, Thompson's Vice President, served as the technical lead on this project.  
 [3] This work was completed by Beck Disaster Recovery. Beck Disaster Recovery was acquired in 2009 and dissolved in 2011. Nicole Counsell, Thompson's Grant Management Consultant, served as the technical lead on this project.  
 [4] This work was administered by Asevotech for Ashbritt Environmental. Wes Holden, Thompson's Director of Operations, served as the technical data administration lead on this project.

# Tab 3

## QUALIFICATIONS OF STAFF

### Project Organization

Thompson is committed to staffing the City’s disaster debris removal monitoring and grant consulting services project in accordance with the management staffing and key personnel proposed herein. Our technical approach is designed to be scalable in nature in order to effectively respond to both minor and catastrophic debris generating events. Because the City’s needs and Thompson’s staff obligations may change over time, Thompson will routinely update the City on the status and availability of the key personnel proposed, should they change. The organizational chart below graphically presents Thompson’s proposed project staffing and key personnel. Following the organizational chart we have provided brief biographies of key project management staff. Resumes for key proposed staff members, including a description of their education, background and experience is provided as Exhibit 3.1 following this section. Each staff member presented is subject to the approval of the City and staff substitutions will be made at the City’s request.



### Key Personnel Overview

Thompson’s staff of consultants is amongst the most educated, qualified and dynamic in the industry. Our personnel are disaster recovery and response experts, business and financial consultants; registered professional engineers, geologists, and surveyors; scientists; and technical professionals in the following disciplines: civil, structural, environmental, geotechnical, hydraulic, mechanical, and electrical engineering. Thompson’s multi-disciplined professionals have registrations to perform services in 27 states including Florida.

**Jon M. Hoyle** is a Managing Principal with Thompson and will serve as the Principal-in-Charge for all City related disaster and debris monitoring project. Mr. Hoyle has over ten years of experience including eight years providing management and oversight for disaster response and recovery efforts and grant writing administration / program management throughout the United States. He has managed 65 projects under contracts that total over \$1 billion in grant administration and recovery efforts that required the mobilization of over 5,000 field and professional personnel over the past 9 years. His programmatic experience includes FEMA-PA, FHWA-ER, NRCS-EWP, HUD-CDBG, FEMA-HMGP, and others. Mr. Hoyle has assisted clients throughout the U.S. including Houston, TX, Gulfport, MS, Tuscaloosa, AL and Virginia Beach, VA.

**Nate Counsell** is a Managing Principal with Thompson and will serve as the Senior Disaster Recovery Specialist for the City’s disaster related recovery programs managed by Thompson. Mr. Counsell has managed over 55 projects under contracts that total over \$1-billion in recovery efforts and required the mobilization of over 5,000 professional and field personnel. He has responded to a variety of other disasters on behalf of local and state government agencies in North Carolina, Virginia, New York, Florida, Alabama, Mississippi, Louisiana, and Texas.

**Eric Harrison** will serve as the Project Manager and work directly with the City to oversee debris collection and removal activities. Mr. Harrison has over ten years of experience managing some of the largest debris removal programs in the Country. On multiple occasions, Mr. Harrison has managed projects in excess of 500,000 cubic yards, including Pembroke Pines, Florida following Hurricane Wilma.

The following tables provide an overview of project role, education, and experience of the personnel proposed for this contract.

Table 3-1: Project Team

Name	Education and Background	Representative Experience Cubic Yards of Debris Monitored
Jon M. Hoyle Principal-in-Charge	BA – Economics MBA – Finance/Management 10 Years of professional experience	<ul style="list-style-type: none"> <li>– Harris County, TX – 2,500,000 CY</li> <li>– Chambers County, TX – 500,000 CY</li> <li>– Norman, OK – 750,000 CY</li> <li>– Springfield, MO – 1,448,539 CY</li> <li>– Greene County, MO – 545,000 CY</li> </ul>
Nate Counsell Senior Recovery Consultant / Legislative Affairs	BA – Economics MBA – Finance/Management 9 Years of professional experience	<ul style="list-style-type: none"> <li>– Virginia DOT – 500,000 CY</li> <li>– New Orleans, LA - 1,000,000 CY</li> <li>– Amherst, NY – 800,000 CY</li> <li>– Miami-Dade County, FL – 3,000,000 CY</li> <li>– Escambia County, FL – 7,681,500 CY</li> </ul>
Eric Harrison Debris Management Project Manager	Graduate Certificate – GIS MS – Electronics Engineering Tech. 10 Years of professional experience	<ul style="list-style-type: none"> <li>– Virginia DOT – 500,000 CY</li> <li>– New Orleans, LA - 1,000,000 CY</li> <li>– Pembroke Pines, FL – 800,000 CY</li> <li>– Tonawanda, NY – 200,000 CY</li> <li>– Greene County, MO – 545,000 CY</li> </ul>

Name	Education and Background	Representative Experience Cubic Yards of Debris Monitored
Jeff Newton Operations Manager	BA – Business Administration 8 Years of professional experience	<ul style="list-style-type: none"> <li>– Virginia DOT – 500,000 CY</li> <li>– Calhoun County, AL – 350,000 CY</li> <li>– Harris County, TX – 2,500,000 CY</li> <li>– Gulfport, MS – 2,600,000 CY</li> <li>– Escambia County, FL – 7,681,500 CY</li> </ul>
Wes Holden Data Manager	BS – Management Information Systems 12 Years of professional experience	<ul style="list-style-type: none"> <li>– Houston, TX – 4,500,000 CY</li> <li>– New Orleans, LA – 1,000,000 CY</li> <li>– Harris County, TX – 2,500,000 CY</li> <li>– Baytown, TX – 1,000,000 CY</li> <li>– Charlotte County, FL – 1,870,669 CY</li> </ul>
Kyle Hoyle Invoice Manager	BS – Business Admin. & Economics United States Army 8 Years of professional experience	<ul style="list-style-type: none"> <li>– Virginia DOT – 500,000 CY</li> <li>– Clark County, IN – 25,000 CY</li> <li>– Calhoun County, AL – 350,000 CY</li> <li>– Alabama DCNR – 100,000 CY</li> </ul>
Dean Wolcott Safety Manager	BS – Geology 21 Years of professional experience	<ul style="list-style-type: none"> <li>– Texas DOT – 1,500,000 CY</li> <li>– Terrebonne Parish, LA 300,000 CY</li> <li>– Hardin County, TX – 200,000 CY</li> <li>– New Orleans, LA - 1,000,000 CY</li> <li>– Cedar Rapids, IA – 125,000 CY</li> </ul>

Table 3-2: Grant Administration Team

Name	Education and Background	FEMA A Grant Funds Administered
Danny Gardner – Public Assistance Consultant	BA – Management Information Systems MBA – Finance/Management 5 Years of professional experience NIMS Certified	<ul style="list-style-type: none"> <li>– Alabama Tornados (FEMA DR-1971) \$25,000,000</li> <li>– Hurricane Ike (FEMA DR-1791) \$445,000,000</li> <li>– Hurricane Gustav (FEMA DR-1786) \$19,374,540</li> <li>– Hurricane Dolly (FEMA DR-1780) \$12,241,000</li> </ul>
Corey Thomas – Public Assistance Consultant	BS – Communications & Public Relations MBA – Finance/Management 5 Years of professional experience	<ul style="list-style-type: none"> <li>– Alabama Tornados (FEMA DR-1971) \$25,000,000</li> <li>– Iowa Flooding (FEMA DR-1763) \$1,640,325</li> <li>– South Dakota Storms (FEMA DR-1887) \$3,000,000</li> <li>– Hurricane Alex (FEMA DR-1931) \$2,500,000</li> <li>– Hurricane Ike (FEMA DR-1791) \$445,000,000</li> </ul>
Ericha Loch – Public Assistance Consultant	BA – International Relations & Criminal Justice MA – Criminal Justice 6 Years of professional experience	<ul style="list-style-type: none"> <li>– Alabama Tornados (FEMA DR-1971) \$25,000,000</li> <li>– Hurricane Ike (FEMA DR-1791) \$445,000,000</li> <li>– Hurricane Gustav (FEMA DR-1786) \$19,374,540</li> <li>– Hurricane Dolly (FEMA DR-1780) \$12,241,000</li> <li>– Hurricane Alex (FEMA DR-1931) \$2,500,000</li> </ul>

Table 3-3: Thompson Field Supervisors

Key Personnel	Education/Military	Representative Deployments
Rick Schlauder Debris Monitoring Field Supervisor	BA – Agricultural Economics 25 Years of professional experience	<ul style="list-style-type: none"> <li>– New Orleans, LA – 1,000,000 CY</li> <li>– Lebanon, MO – 108,000 CY</li> <li>– Amherst, NY – 800,000 CY</li> <li>– Miami-Dade County, FL – 3,000,000 CY</li> <li>– Escambia County, FL – 7,681,500 CY</li> </ul>
Gary Brooks	United States Marine Corps, Ret.	– Virginia DOT – 500,000 CY

Key Personnel	Education/Military	Representative Deployments
Debris Monitoring Field Supervisor	8 Years of professional experience	<ul style="list-style-type: none"> <li>- Springfield, MO – 1,448,539 CY</li> <li>- Baytown, TX – 1,000,000 CY</li> <li>- Harrison County, MS – 1,850,000 CY</li> <li>- Escambia County, FL – 7,681,500 CY</li> </ul>
David Harrell Debris Monitoring Field Supervisor	BA – Marketing 8 Years of professional experience	<ul style="list-style-type: none"> <li>- Virginia DOT – 500,000 CY</li> <li>- Calhoun County, AL – 350,000 CY</li> <li>- Clark County, IN – 25,000 CY</li> <li>- Olive, NY – 25,000 CY</li> <li>- Alabama DCNR – 100,000 CY</li> </ul>
Keith Forrester Debris Monitoring Field Supervisor	BA – Marketing & Management 8 Years of professional experience	<ul style="list-style-type: none"> <li>- Virginia DOT – 500,000 CY</li> <li>- Springfield, MO – 1,448,539 CY</li> <li>- Alabama DCNR – 100,000 CY</li> <li>- Harrison County, MS – 1,850,000 CY</li> <li>- Escambia County, FL – 7,681,500 CY</li> </ul>
Tamer Kharuf Debris Monitoring Field Supervisor	High School Diploma 8 Years of professional experience	<ul style="list-style-type: none"> <li>- Orange County, TX – 616,518 CY</li> <li>- Webb City, MO – 75,000 CY</li> <li>- Springfield, MO – 1,448,539 CY</li> <li>- Harrison County, MS – 1,850,000 CY</li> <li>- Escambia County, FL – 7,681,500 CY</li> </ul>
Patrick Edgens Debris Monitoring Field Supervisor	BS – Chemical Engineering 18 Years of professional experience	<ul style="list-style-type: none"> <li>- Hancock County, MS – 5,773,291 CY</li> <li>- Forrest County, MS – 2,496,933 CY</li> <li>- Jones County, MS – 1,961,427 CY</li> <li>- Mobile County, AL – 789,658 CY</li> <li>- Mobile, AL – 728,469 CY</li> </ul>
John Simpson Debris Monitoring Field Supervisor	BS – Civil Engineering 43 Years of professional experience	<ul style="list-style-type: none"> <li>- Hancock County, MS – 5,773,291 CY</li> <li>- Forrest County, MS – 2,496,933 CY</li> <li>- Jones County, MS – 1,961,427 CY</li> <li>- Mobile County, AL – 789,658 CY</li> <li>- Mobile, AL – 728,469 CY</li> </ul>
Roger Jones Debris Monitoring Field Supervisor	High School Diploma 19 Years of professional experience	<ul style="list-style-type: none"> <li>- Hancock County, MS – 5,773,291 CY</li> <li>- Forrest County, MS – 2,496,933 CY</li> <li>- Jones County, MS – 1,961,427 CY</li> <li>- Mobile County, AL – 789,658 CY</li> <li>- Mobile, AL – 728,469 CY</li> </ul>
James Pomes Debris Monitoring Field Supervisor	High School Diploma 32 Years of professional experience	<ul style="list-style-type: none"> <li>- Hancock County, MS – 5,773,291 CY</li> <li>- Forrest County, MS – 2,496,933 CY</li> <li>- Jones County, MS – 1,961,427 CY</li> <li>- Mobile County, AL – 789,658 CY</li> <li>- Mobile, AL – 728,469 CY</li> </ul>
Ritchie Hurt Debris Monitoring Field Supervisor	High School Diploma 9 Years of professional experience	<ul style="list-style-type: none"> <li>- Hancock County, MS – 5,773,291 CY</li> <li>- Forrest County, MS – 2,496,933 CY</li> <li>- Jones County, MS – 1,961,427 CY</li> <li>- Mobile County, AL – 789,658 CY</li> <li>- Mobile, AL – 728,469 CY</li> </ul>

### Staff Experience and Qualifications

#### Staff Experience and Expertise with Debris Removal Programs

Thompson’s proposed team of disaster response and recovery experts have responded to some the most devastating natural disasters to impact the United States in the last decade. Each team member has served in a variety of recovery operations roles and has real-world experience managing and

supporting special disaster recovery programs to include private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, asbestos abatement, data management and hauler invoice reconciliation and contracting, and FEMA appeals assistance.

Thompson’s consultants have experience with all of the following disaster recovery programs:

Debris Removal Monitoring

- Debris hauling vehicle certification (volumetric)
- Right-of-Way debris collection
- Debris management site operations
- Leaning tree, hanging limb, and hazardous stump removal
- Private property debris removal
- Right-of-Entry (ROE) administration
- Waterways debris removal monitoring
- Data management
- Document management
- Contractor invoice reconciliation and payment recommendation
- Hazardous material removal
- Vessel and vehicle recovery
- Asbestos abatement
- Health and safety monitoring
- Multi-jurisdictional coordination/scheduling
- Damage claim resolution
- Disaster recovery monitoring with handheld devices
- GIS reporting
- Progress reporting
- Cost recovery/grant applications

Public Assistance Program Consulting Services

- Preliminary damage assessment (PDA) data management tool development (categories A-G)
- Collection and compilation of PDAs
- Applicant kickoff meeting facilitation
- Debris staging site consultation (environmental, logistical, etc.)
- Project worksheet development
- GIS mapping support
- Housing inventory damage assessment
- Direct administrative cost (DAC) support
- Damage site surveying (photography, GPS, condition reports, cost estimation, etc.)
- Small/large project formulation and scoping
- Alternate / improved projects
- Section 406 mitigation consultation
- Procurement assistance
- Expenditure review/approval and reconciliation
- EMMIE monitoring/support
- FEMA appeals assistance

Reconstruction Program Management

- Project/program management
- Interim project inspections
- Final inspections
- Regulatory audit assistance
- Project appeals support
- Mitigation consultation

Experience and Expertise with Disaster Reimbursement Processes

Thompson’s consultants are well versed in federal program compliance regulations and policy for FEMA and other federal agencies. Our consultants thoroughly understand the programs, policies, and regulations related to disaster reimbursement and will use this knowledge to aid in the recovery and reimbursement of all eligible debris and other related project costs. Thompson’s goal is to promote an effective recovery in the most efficient amount of time while focusing on the end product of reimbursement though compliance with all applicable federal, state and local regulations.

Our recent disaster recovery and debris monitoring experience in New York, New Jersey, Louisiana, Mississippi, Indiana and Alabama is important, as it demonstrates Thompson’s ability to comply with the guidance documents and eligibility requirements issued by FEMA in FEMA-325 and FEMA-327. Thompson closely monitors changes to FEMA policy and guidance so that we can make the appropriate changes to our own practices in procedures in order to best protect the clients we serve.

Experience and Expertise with Special Debris Removal Programs

Thompson’s consultants consider special debris removal programs such as private property/right of entry work, waterways clean-up, FEMA appeals processing, and hauler invoice reconciliation and contracting as service offerings that our clients expect following a disaster event.

Table 3-4 summarizes our proposed key staff’s experience with special debris removal programs.

Table 3-4: Thompson Special Debris Program Experience

Name	Special Debris Program Experience	
Jon M. Hoyle	<ul style="list-style-type: none"> <li>- Private Property Debris Removal</li> <li>- Leaners, Hangers, and Stumps</li> <li>- Beach Re-nourishment</li> <li>- Sand recovery and screening</li> <li>- Demolitions</li> <li>- Oil Spill Recovery</li> <li>- Vessel Recovery</li> </ul>	<ul style="list-style-type: none"> <li>- Carcass Removal</li> <li>- Vehicle Recovery</li> <li>- Waterways debris removal</li> <li>- Hazardous Materials</li> <li>- Household Hazardous Waste</li> <li>- Invoice Reconciliation</li> <li>- FEMA appeals support</li> </ul>
Eric Harrison	<ul style="list-style-type: none"> <li>- Private Property Debris Removal</li> <li>- Leaners, Hangers, and Stumps</li> <li>- Beach Re-nourishment</li> <li>- Sand recovery and screening</li> <li>- Demolitions</li> <li>- Oil Spill Recovery</li> </ul>	<ul style="list-style-type: none"> <li>- Vessel/Vehicle Recovery</li> <li>- Waterways debris removal</li> <li>- Hazardous Materials</li> <li>- Household Hazardous Waste</li> <li>- Invoice Reconciliation</li> <li>- FEMA appeals support</li> </ul>
Keith Forrester	<ul style="list-style-type: none"> <li>- Private Property Debris Removal</li> <li>- Leaners, Hangers, and Stumps</li> <li>- Beach Re-nourishment</li> <li>- Sand recovery and screening</li> </ul>	<ul style="list-style-type: none"> <li>- Demolitions</li> <li>- Oil Spill Recovery</li> <li>- Vessel Recovery</li> <li>- Vehicle Recovery</li> </ul>
Nicole Counsell	<ul style="list-style-type: none"> <li>- Private Property Debris Removal</li> <li>- Leaners, Hangers, and Stumps</li> <li>- Beach Re-nourishment</li> <li>- Sand recovery and screening</li> <li>- Demolitions</li> <li>- Oil Spill Recovery</li> </ul>	<ul style="list-style-type: none"> <li>- Vessel/Vehicle Recovery</li> <li>- Waterways debris removal</li> <li>- Hazardous Materials</li> <li>- Household Hazardous Waste</li> <li>- Invoice Reconciliation</li> <li>- FEMA appeals support</li> </ul>
Nate Counsell	<ul style="list-style-type: none"> <li>- Private Property Debris Removal</li> <li>- Leaners, Hangers, and Stumps</li> <li>- Beach Re-nourishment</li> <li>- Sand recovery and screening</li> <li>- Demolitions</li> <li>- Oil Spill Recovery</li> <li>- Vessel Recovery</li> </ul>	<ul style="list-style-type: none"> <li>- Carcass Removal</li> <li>- Vehicle Recovery</li> <li>- Waterways debris removal</li> <li>- Hazardous Materials</li> <li>- Household Hazardous Waste</li> <li>- Invoice Reconciliation</li> <li>- FEMA appeals support</li> </ul>
Wes Holden	<ul style="list-style-type: none"> <li>- Private Property Debris Removal</li> <li>- Leaners, Hangers, and Stumps</li> <li>- Demolitions</li> <li>- Vessel Recovery</li> <li>- Vehicle Recovery</li> </ul>	<ul style="list-style-type: none"> <li>- Waterways debris removal</li> <li>- Hazardous Materials</li> <li>- Household Hazardous Waste</li> <li>- Invoice Reconciliation</li> <li>- FEMA appeals support</li> </ul>
Rick Schlauder	<ul style="list-style-type: none"> <li>- Private Property Debris Removal</li> <li>- Leaners, Hangers, and Stumps</li> <li>- Beach Re-nourishment</li> <li>- Sand recovery and screening</li> </ul>	<ul style="list-style-type: none"> <li>- Demolitions</li> <li>- Oil Spill Recovery</li> <li>- Vessel Recovery</li> <li>- Vehicle Recovery</li> </ul>
Jeff Newton	<ul style="list-style-type: none"> <li>- Private Property Debris Removal</li> <li>- Leaners, Hangers, and Stumps</li> <li>- Beach Re-nourishment</li> <li>- Sand recovery and screening</li> </ul>	<ul style="list-style-type: none"> <li>- Demolitions</li> <li>- Oil Spill Recovery</li> <li>- Vessel Recovery</li> <li>- Vehicle Recovery</li> </ul>
Gary Brooks	<ul style="list-style-type: none"> <li>- Private Property Debris Removal</li> <li>- Leaners, Hangers, and Stumps</li> <li>- Beach Re-nourishment</li> <li>- Sand recovery and screening</li> </ul>	<ul style="list-style-type: none"> <li>- Demolitions</li> <li>- Oil Spill Recovery</li> <li>- Vessel Recovery</li> <li>- Vehicle Recovery</li> </ul>
David Harrell	<ul style="list-style-type: none"> <li>- Private Property Debris Removal</li> <li>- Leaners, Hangers, and Stumps</li> <li>- Beach Re-nourishment</li> <li>- Sand recovery and screening</li> </ul>	<ul style="list-style-type: none"> <li>- Demolitions</li> <li>- Oil Spill Recovery</li> <li>- Vessel Recovery</li> <li>- Vehicle Recovery</li> </ul>

## Exhibit 3.1

# KEY PERSONNEL RESUMES

# Jon M. Hoyle

President

## FIRM

Thompson Consulting Services  
1135 Townpark Avenue  
Suite 2101  
Lake Mary, FL 32746

## EDUCATION

BA: International Relations  
MBA: Management and Finance

## EXPERIENCE

10 years

## PROGAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G)
- FEMA Hazard Mitigation Grant Program (404 and 406)
- FEMA Severe Repetitive Loss Program
- FHWA ER Program
- CDBD Disaster Recovery
- CDBG Housing

## Experience and Qualifications

Mr. Hoyle has ten years of experience including nine years providing management and oversight for disaster response and recovery efforts and grant writing administration / program management throughout the United States. He has managed 65 projects under contracts that total over \$1 Billion in grant administration and recovery efforts that required the mobilization of over 5,000 field and professional personnel over the past 9 years

## Project Experience

**Louisiana and Mississippi, Hurricane Isaac Regional Response and Disaster Recovery, 2012** – In August 2012, Hurricane Isaac struck the Louisiana and Mississippi gulf coast with Category 1 strength winds and 24 hours of sustained rainfall. Mr. Hoyle served on the Thompson debris program team responsible for mobilizing and deploying project staff and resources to multiple jurisdictions along coastal Mississippi and Louisiana, including Jackson and Hancock County, MS, and Terrebonne Parish and Denham Springs, LA. In all, Thompson's field monitoring efforts documented and substantiated reimbursement for the removal of nearly 100,000 cubic yards of debris from roadways, canals, and beaches.

**Virginia Department of Transportation (VDOT), Multiple Locations, Hurricane Recovery Debris Monitoring, 2011** – In the wake of Hurricane Irene the VDOT called upon its pre-position contractors to assist it with collecting and disposing of debris strewn about its rights-of-way in the Central and Eastern regions of the State. Thompson was tasked with providing debris removal monitoring services in the Ashland, Chesterfield, Petersburg, South Hill, and Saluda Residencies, which included a territory of 23 Counties. Mr. Hoyle served as the Principal-In-Charge acting as the liaison officer between the VDOT's pre-positioned contractors and the field management team.

**Alabama Department of Conservation and Natural Resources (ADCNR), Disaster Management and Debris Monitoring, Alabama, 2011** – Mr. Hoyle served as the Project Manager for the disaster management and debris monitoring at Guntersville, Buck's Pocket, and Morgan's Cove State Parks following the crippling tornados of April 2011. The camp grounds were totally destroyed and massive amounts of debris were scattered in the roadways, trail systems, and fire lines. At peak, 90 crews were mobilized, managed, and monitored. Contract value totals \$1.5-million.

**Calhoun County, Alabama, Tornado Recovery Operations, 2011** – During April of 2011, north/central Alabama, eastern Mississippi, northwest Georgia, and southeast Tennessee, were struck with a record-breaking number of crippling, deadly tornados. Thompson Consulting Services (Thompson) was selected by Calhoun County (County) to provide disaster response and recovery consulting services including grant administration and debris removal monitoring. Mr. Hoyle served as the Principal-In-Charge while supporting the field management team's efforts to aid the County in a swift recovery.

**Texas and Louisiana, Hurricane Ike Long Term Recovery, Infrastructure Repair and Grant Management Administration, 2008-2011** – Following the devastating impact that Hurricanes Ike made on the Texas and Louisiana coast, Mr. Hoyle implemented and managed over 15 large long term recovery, infrastructure repair, and grant administration programs in Texas and Louisiana and helping obtain over \$250 million FEMA PA, FHWA ER, and CDBG DR funds on behalf of local governments and agencies such as the Port of Galveston, City of Galveston, and Texas Department of Transportation.



**Escambia County, Florida, BP Deep-water Horizon Oil Spill Response, 2010** – As oil threatened the beaches and waterways of Escambia County (Pensacola), FL during the summer of 2010, Mr. Hoyle deployed a team responsible for documenting and accounting for over \$10 million of contracted efforts to contain the oil and mitigate the environmental impact the oil spill made on beaches, waterways, and tourism.

**Norman, Oklahoma, Ice Storm Deployment, 2008** – Following a crippling ice storm in Norman, Oklahoma in 2008, Mr. Hoyle served as the Principal in Charge for a program to document and account for contracted response, recovery, and debris removal operations initiated by the City. The effort documented and substantiated over \$3 million worth of eligible FEMA and FHWA funding.

**Florida and Mississippi, Hurricane Deployment, Hurricane Katrina, 2005-2007** – Mr. Hoyle deployed teams to simultaneously respond to multiple local governments in Florida and Mississippi to provide debris monitoring and grant administration assistance. The effort documented and substantiated the removal of over 5,000,000 cubic yards of debris, representing \$175 million of FEMA and FHWA reimbursement to local governments.

## Previous Employment Experience

**Science Applications International Corporation (SAIC), Maitland, FL, 2009-2011** – Mr. Hoyle served as the Director of the Financial Recovery Services Division. His responsibilities included:

- Managed \$11.5-million division that provides consultancy with grant application, administration and program management services (founded and grew from inception)
- Directly oversaw division business development team to manage CRM pipeline of \$20-million
- Senior oversight of project delivery including design of standard operating procedures and project deliverable guidelines
- Member of the Senior Management Team that provided company business planning including the development of budgets, strategy, tactics, goals, and business initiatives

**Beck Disaster Recovery (BDR), Maitland, FL, 2005-2009** – Mr. Hoyle was a company co-founder, owner and managing principal of the Response and Recovery

Services division. As a Vice President of BDR, his responsibilities included:

- Managed project delivery for \$150-million of consulting services during four-year period, including projects with Cities of Houston, New Orleans, Orlando and Miami
- Acquisition team member for two pursued acquisitions and two discontinued opportunities including valuation and negotiations
- Created Financial Recovery Services division to meet company objective of diversifying revenues to provide financial stability (revenue of \$3-million during first year of operation)

**R.W. Beck, Orlando, FL, 2003-2005** – Mr. Hoyle served as a Consultant for R.W. Beck. His responsibilities included:

- Solid waste rate design and review to include contested rate hearings with private sector service providers
- Utility operational efficiency studies to include time and motion, process design, work flow, etc.
- Develop and design utility rates and impact fee models and studies
- Disaster grant program management

**Hartman & Associates, Orlando, FL, 2002-2003** – Mr. Hoyle served as a Financial Analyst for Hartman & Associates. His responsibilities included:

- Construct MS Excel utility asset valuation models for use in merger and acquisition activities
- Assisted in the development of Consulting Engineers'/Financial Feasibility Reports for integration in to Bond Offering Statements
- Spreadsheet modeling to assess acquisition feasibility, impact fees, and utility rates
- Draft analytical reports for clients regarding asset value, acquisition feasibility, impact fees, and utility rates.



# Nathaniel T. Counsell

Vice President

## FIRM

Thompson Consulting Services  
1135 Townpark Avenue  
Suite 2101  
Lake Mary, FL 32746

## EDUCATION

BA: Economics  
MBA: International Business

## EXPERIENCE

10 years

## PROGAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G)
- FEMA Hazard Mitigation Grant Program (404 and 406)
- FEMA Severe Repetitive Loss Program
- FHWA ER Program
- CDBD Disaster Recovery
- CDBG Housing

## Experience and Qualifications

Mr. Counsell has ten years of experience providing management and oversight for disaster response and recovery efforts throughout the United States. He has managed 57 projects under contracts that total over \$1 Billion in recovery efforts that required the mobilization of over 5,000 field and professional personnel.

## Project Experience

**Louisiana and Mississippi, Hurricane Isaac Regional Response and Disaster Recovery, 2012** – In August 2012, Hurricane Isaac struck the Louisiana and Mississippi gulf coast with Category 1 strength winds and 24 hours of sustained rainfall. Mr. Counsell served on the Thompson financial team responsible for contract cost controls and FEMA Category A&B reimbursement for multiple jurisdictions along coastal Mississippi and Louisiana, including Jackson and Hancock County, MS, and Terrebonne Parish and Denham Springs, LA. In all, Thompson's data and financial management efforts authorized nearly a \$1,000,000 of eligible contractor payments and substantiated reimbursement for the removal of

nearly 100,000 cubic yards of debris from roadways, canals, and beaches.

**Clark County, Indiana, Tornado Recovery and Debris Removal, 2012** – Mr. Counsell served as Principal in Charge for the debris removal efforts in Clark County, Indiana following severe storms with tornadoes events. He worked with the County and FEMA throughout the project to ensure compliance with federal regulations and to maximize reimbursement funding.

**Virginia Department of Transportation (Multiple Locations), Hurricane Recovery and Debris Removal, 2011** – In the wake of Irene, the Virginia Department of Transportation (VDOT) called upon their pre-position contractors to assist it with collecting and disposing of debris strewn about its rights-of-way in the Central and Eastern regions of the State. Thompson was tasked with providing debris removal monitoring services in the Ashland, Chesterfield, Petersburg, South Hill, and Saluda Residencies, which included a territory of 23 Counties. Mr. Counsell served as Project Manager for this engagement and oversaw all debris monitoring operations.

**Calhoun County, Alabama, Tornado Disaster Debris Monitoring, 2011** – Mr. Counsell served as the Project Manager for disaster debris removal monitoring following the crippling tornados of April 2011. The project involved monitoring right-of-way collection of vegetative and construction and demolition (C&D) debris throughout the County and administering and monitoring contracted debris removal from private property through a right-of-entry (ROE) program as part of Operation Clean Sweep administered by FEMA and AEMA. Contract value totals \$3-million.

**Cedar Rapids, Iowa, FEMA Funded Demolition Sinclair Meatpacking Plant, 2010-2011** – Between 2010 and 2011, Mr. Counsell served as the Principal in Charge for the FEMA funded demolition of the historic Sinclair Meatpacking Plant located on the Cedar River in Cedar Rapids, IA. At the time the largest FEMA funded commercial demolition in the Country, the project required the administration and implementation of over \$5 million FEMA PA funds.



**New Orleans, Louisiana, FEMA Funded Commercial and Residential Demolition Program, 2007-2009** – Between 2007 and 2009, Mr. Counsell served as the Program Manager of the City of New Orleans residential and commercial demolition program, helping the City design and implement a multi-phase process for the identification, historical review, decommissioning, demolition, and disposal of over 1,500 residential and commercial structures located throughout the City. The program required coordinated cost tacking to 5 large Project Worksheets totaling over \$50 million in FEMA Public Assistance Funding.

**Louisiana and Texas, Hurricane Deployment, Hurricanes Dolly, Gustav, and Ike, 2008-2010** – Following the devastating impact that Hurricanes Dolly, Gustav, and Ike made on the Texas and Louisiana coast, Mr. Counsell deployed, implemented, and executed 10 large scale debris monitoring and grant administration programs in Texas and Louisiana and helped obtain \$250 million FEMA PA, FHWA ER, and CDBG DR funds on behalf of local governments and agencies such as Terrebonne Parish, City of New Orleans, and City of Houston.

**South Florida, Hurricane Deployment, Hurricane Wilma, 2005-2006** – Mr. Counsell deployed teams to simultaneously respond to 17 local governments in Broward, Miami-Dade, and Monroe County, FL to provide debris monitoring and grant administration assistance. The effort documented and substantiated the removal of over 5,000,000 cubic yards of debris, representing \$175 million of FEMA and FHWA reimbursement to local governments.

## Previous Employment Experience

**Science Applications International Corporation (SAIC), Maitland, FL, 2009-2011** – Mr. Counsell served as the Director of the Response and Recovery Services Division. His responsibilities included:

- Management of a \$25-million division that provides debris monitoring, grant management and implementation, and housing program management services (founded and grew from inception) to over 200 state and local government agencies throughout the United States
- Directed a national business development team to manage CRM pipeline of \$3-million annual non-disaster related contract opportunities

- Provided senior oversight on project delivery including design of standard and customized operating procedures, project deliverable guidelines, training materials, sub-contracts, and fraud prevention
- Member of the Senior Management Team that provided company business planning including the development of budgets, strategy, tactics, goals, and business initiatives

**Beck Disaster Recovery (BDR), Maitland, FL, 2005-2009** – Mr. Counsell was a company co-founder, owner and managing principal of the Program Management Services division. As a Vice President of BDR, his responsibilities included:

- Managed business development, client capture, and project delivery for \$150-million of program management services during 4 year period, including projects with the cities of New Orleans, Pensacola, Orlando, and Fort Lauderdale, and multiple projects in the states of New York, Missouri, Florida, Mississippi, Louisiana, and Texas
- Designed and implemented multiple large scale housing and private property assistance programs in Florida and Louisiana
- Member of the Senior Management Team that provided company business planning including the development of budgets, strategy, tactics, goals, business initiatives, and acquisition strategies

**R.W. Beck, Orlando, FL, 2004-2005** – Mr. Counsell served as a Consultant / Project Manager for R.W. Beck. He provided solid waste rate design and review to include contested rate hearings with private sector service providers. He also served as Project Manager on multiple debris monitoring and disaster grant management assignments with municipal solid waste departments throughout Florida.

**James Hardie Building Products, San Diego, CA, 2003-2004** – Mr. Counsell served as a Sales Manager for James Hardie Building Products. He leveraged relationships with national big box retail chains to expand the product lines of disaster hardened building materials in the Florida, Georgia, and Alabama markets.



# Eric Harrison

Post-event Operations Practice Manager

## FIRM

Thompson Consulting Services  
1135 Townpark Avenue  
Suite 2101  
Lake Mary, FL 32746

## EDUCATION

BS: Electronic Engineering Technology  
Graduate Certificate: Geographic Information Science

## EXPERIENCE

9 years

## PROGAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B)
- FHWA ER Program
- Demolition Program Management
- Occupational Safety and Health Administration Implementation

## Experience and Qualifications

Mr. Harrison has nine years of experience assisting communities with disaster response and recovery efforts throughout the United States. He has lead and supported multiple debris operations through project management, mobilization of response teams, staging logistics and permitting debris sites. Also, as a geographic information systems (GIS) specialist he has extensive experience in developing zone and routing maps for disaster recovery projects.

## Project Experience

**Mississippi and Louisiana, Hurricane Deployment, Hurricane Isaac, 2012** – Mr. Harrison deployed teams to simultaneously respond to four local governments in Terrebonne Parish, LA, Denham Springs, LA, Hancock County, MS, and Jackson County, MS to provide debris monitoring and grant administration assistance. The effort documented and substantiated the removal of nearly 100,000 cubic yards of debris in less than 45 days.

**Clark County, Indiana, Tornado Recovery Operations, 2012** – Mr. Harrison served as the operations manager for Clark County's Tornado recovery efforts. He assisted the County in initiating its 70 hour push and right-of-way (ROW) debris removal operation. Using GIS, he assisted in tracking right-of-entry approvals for

the NRCS funded waterway debris removal. He also used GIS to assist the County in identifying critical debris removal areas and set up zones to make the ROW program progress quickly and efficiently.

**Virginia Department of Transportation (VDOT), Hurricane Irene Recovery Operations, 2011** – Mr. Harrison served as project manager overseeing disaster debris removal operations in the Richmond and Fredericksburg VDOT Districts which included six different residencies across the eastern part of state. The recovery efforts included the collection and removal of over 450,000 cubic yards of debris.

**City of New Orleans, FEMA Funded Commercial and Residential Demolition Program, New Orleans, LA, 2007-2011** – Between 2007 and 2011, Mr. Harrison served as the Deputy Project Manager of the City of New Orleans Residential and Commercial Demolition Program. He was responsible for preparing applications for two historic review committees for demolition requests and for carrying out all required procedures set forth in City ordinances prior to committee review. Also, using GIS software Mr. Harrison mapped demolition progress and managed a demolition database of nearly 3,000 properties. The program required coordinated cost tacking to 5 large Project Worksheets totaling over \$50 million in FEMA Public Assistance Funding.

**Louisiana and Texas, Hurricane Deployment, Hurricanes, Gustav, and Ike, 2008-2010** – Following the devastating impact that Hurricanes Gustav and Ike made on the Louisiana and Texas coast, Mr. Harrison supported the debris monitoring operations in New Orleans as well as providing GIS support for multiple field operations in Texas.

**Green County, Missouri, Snow/Ice Storm Recovery Program Management, 2007** – Mr. Harrison was part of a critical management team mobilized to begin the disaster debris removal and clean-up program after a devastating ice storm swept through Green County, MO. Mr. Harrison served as the leaner/hanger operations manager and was responsible for overseeing the removal of 53,856 trees with hangers and 409 leaning trees on behalf of the County.

**Town of North Tonawanda, New York, Snow/Ice Storm Recovery Program Management, 2006** – Mr. Harrison served as the operations manager for the Town of North Tonawanda's snow storm recovery



efforts. He assisted the Town in initiating its right-of-way (ROW) debris removal operation and ROW leaner and hanger removal program. He worked closely with the Town to identify critical debris removal areas and earmark hazardous trees and hanging limbs for removal from over 14,000 eligible trees.

**City of Waveland, Mississippi , Hurricane Deployment, Hurricane Katrina, 2005-2007** – Mr. Harrison served as GIS specialist and assisted the City of Waveland, MS with developing zone maps, conducting damage assessments and leaner and hanger debris removal programs following Hurricane Katrina.

**Pembroke Pines, Florida, Hurricane Deployment, Hurricane Wilma, 2005-2006** – Mr. Harrison served as the operations manager and assisted in the deployment of an immediate response team to provide storm debris cleanup and recovery planning on behalf of the City of Pembroke Pines, FL in response to Hurricane Wilma. He also assisted in the development of zone and routing maps for the City's recovery efforts.

**Hurricane Deployment, Hurricane Rita, Texas, 2005** – Mr. Harrison was a part of the response team and served as the operations manager to provide immediate on-site assistance of disaster recovery management and storm debris clean-up monitoring services to aid the city of Beaumont and Port Arthur Texas.

**South Florida, Hurricane Deployment, Hurricanes Charley, Frances and Jeanne, 2004-2005** – Mr. Harrison was a part of a response team to provide immediate on-site assistance and a wide range of disaster recovery management and storm debris clean-up monitoring services to aid multiple South Florida communities in making a quick recovery. Mr. Harrison assisted with surveying areas for special collection needs such as tree stumps, hazardous trees and construction and demolition (C&D) debris.

- ArcGIS 9.x and ArcGIS Server 9.x
- ArcGIS Spatial and Network Analyst

## Training and Certifications

- Occupation Safety and Health Administration (OSHA) 7600 Disaster Site Worker
- Occupation Safety and Health Administration (OSHA) 10-hour Construction Safety
- Federal Emergency Management Agency (FEMA) IS-700a – NIMS An Introduction



# Jeff Newton

Field Operations Manager

## FIRM

Thompson Consulting Services  
1135 Townpark Avenue  
Suite 2101  
Lake Mary, FL 32746

## EDUCATION

BA: Marketing and Management

## EXPERIENCE

9 years

## PROGAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B)
- FHWA ER Program

## Experience and Qualifications

Mr. Newton has nine years of experience managing debris monitoring operations throughout the Southeast following some of the largest debris generating natural disaster in recent history. In addition to Right-of-Way (ROW) debris monitoring programs, Mr. Newton has worked extensively on Leaner, Hanger, and Stump Removal, Private Property Debris Removal, Demolition, Waterway Debris Removal, and Carcass Disposal monitoring programs.

## Project Experience

**Terrebonne Parish, Louisiana, Hurricane Recovery Operations, 2012** – Mr. Newton served as a field supervisor for debris removal monitoring efforts on behalf of Terrebonne Parish following the landfall of Hurricane Irene. He assisted in day-to-day operations for all monitoring projects including emergency road clearance and debris removal operations and right-of-way collection of over 56,000 CY of vegetative and construction and demolition (C&D) debris throughout the affected areas.

**Virginia Department of Transportation (VDOT), Hurricane Recovery Operations, Hurricane Irene, 2011** – Mr. Newton served as field supervisor overseeing disaster debris removal operations in the various residences in the eastern part of Virginia. He was responsible for overseeing day-to-day operations and the supervision of collection monitor staff.

## **City of Nashville, Tennessee, Flood Debris Removal Monitoring, 2010**

– Following the devastating flooding that left large parts of the City of Nashville under water in 2010, Mr. Newton was deployed to manage a debris monitoring team responsible for the oversight of 2 debris removal contractors tasked with the removal and disposal of construction and demolition (C&D) debris. Mr. Newton managed a field monitoring program that ultimately managed, monitored, and documented the removal of over 250,000 cubic yards of flood generated debris.

## **City of Houston, TX, Hurricane Debris Removal Monitoring, 2008**

– In 2008, Mr. Newton served as a field operation manager on the City of Houston debris monitoring effort. During the peak of operations, Mr. Newton managed a field team responsible for monitoring the removal of over 100,000 cubic yards of vegetative debris each day for the fourth largest City in the United States.

## **City of New Orleans, Louisiana, Demolition Field Manager, 2007-2008**

– Mr. Newton served as the demolition field manager on the City of New Orleans residential demolition program in 2007 and 2008. Mr. Newton was responsible for ensuring that each FEMA eligible property had been properly condemned, posted, and decommissioned prior to being demolished. In addition, Mr. Newton was responsible for ensuring that properties containing Asbestos Containing Materials (ACM) were properly demolished and disposed of at Type I Disposal facilities.

## **City of Gulfport, Mississippi, Hurricane Debris Removal Monitoring, 2005**

– Following the devastating impact that Hurricane Katrina made on the Mississippi Gulf Coast, Mr. Newton served as the field project manager for the City of Gulfport's debris removal monitoring program. Mr. Newton's field team monitored and documented the removal of over 3,000,000 cubic yards of storm debris and worked with the City, State, and FEMA to address many unique challenges, including debris fields on private property, carcass removal from the port, and identification of usable acreage to manage and reduce the large quantity of debris.



# Dean Wolcott

Environmental and Safety Operations Manager

## FIRM

Thompson Consulting Services  
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## EDUCATION

Graduate Courses: Environmental Science and Policy  
BS: Geology

## EXPERIENCE

20 years

## PROGAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G)
- FHWA ER Program
- CDBD Disaster Recovery

## Experience and Qualifications

Mr. Wolcott has 20 years of experience as a project manager and program manager in the environmental consulting, safety management, and disaster recovery fields. Mr. Wolcott has led technical teams providing environmental regulatory compliance and business services to a variety of industrial, petrochemical, and governmental clients in the U.S. and Latin America. Through his disaster recovery experience following Hurricane Katrina, Mr. Wolcott has developed significant knowledge of federal, state, and local regulations pertaining to solid and hazardous waste management, including Federal Emergency Management Agency (FEMA), Department of Transportation (DOT), Federal Highway Administration (FHWA), and Housing and Urban Development (HUD) policies and reimbursement processes. Mr. Wolcott has extensive experience implementing National Environmental Protection Agency (NEPA) within federal grant funded projects and has provided leadership implementing safety programs throughout his career.

## Project Experience

**Hurricane Isaac Regional Response and Disaster Recovery, Louisiana and Mississippi, 2012** – In August 2012, Hurricane Isaac struck the Louisiana and Mississippi gulf coast with Category 1 strength winds

and 24 hours of sustained rainfall. Mr. Wolcott served on the Thompson debris program team responsible for mobilizing and deploying project staff and resources to multiple jurisdictions along coastal Mississippi and Louisiana, including Jackson and Hancock County, MS, and Terrebonne Parish and Denham Springs, LA. In all, Thompson's field monitoring efforts documented and substantiated reimbursement for the removal of nearly 100,000 cubic yards of debris from roadways, canals, and beaches. Over the 45 day recovery period, Mr. Wolcott played a critical role in the management of debris monitoring operations and served as a liaison on behalf of Thompson's clients with stakeholder state and federal agencies.

**Clark County, Indiana, Tornado Recovery Operations, 2012** – Following a massive EF-4 tornado that caused widespread damage across a 20 mile long path in Clark County, Mr. Wolcott served as the Environmental Health and Safety Manager for the debris removal monitoring operations. He implemented an organization Health and Safety Plan, conducted new hire training and drug screening, and provided environmental and natural resource permitting support to the Clark County Waterway Debris Program.

**City of New Orleans, FEMA Funded Commercial and Residential Demolition Program, New Orleans, LA, 2011** – Mr. Wolcott served as the Demolition Program Manager for the City of New Orleans Residential and Commercial Demolition Program. He was responsible for assisting the City design and implement a multi-phase process for the identification, historical review, decommissioning, demolition, and disposal of over 100 residential and commercial structures located throughout the City.

**Hurricane Deployment, Hurricane Ike, Texas, 2009-2010** – Following the devastating impact of Hurricane Ike, Mr. Wolcott served as the required Natural Resource Specialist for 12 disaster debris monitoring projects under the Texas Department of Transportation (TXDOT). At this capacity, he was responsible for project compliance with wetlands, endangered species, and all other NEPA requirements.

**Hardin County, Texas, Hurricane Deployment, Hurricane Ike, Texas, 2008** – Mr. Wolcott served as a field project manager on the Hardin County debris monitoring effort. In addition to monitoring,



documenting, and substantiating FEMA reimbursement for Right-of-Way vegetative debris removal, Mr. Wolcott also managed and monitored the removal of debris fields created by storm surge, as well as inland waterway debris removal and oversight of the leaning tree, hanging limbs, and hazardous stump removal program.

**St. Rose, Louisiana, Crude Oil Spill Response –** Following the initial emergency response, Mr. Wolcott served as project manager for the continued cleanup and assessment of 2,000 barrels of crude oil that spilled in rural South Louisiana. Mr. Wolcott developed the FSAP and related documents, managed the field investigation, and prepared the report that received regulatory closure from the Louisiana Department of Environmental Quality (LDEQ).

**Arcadia, Louisiana, Crude Oil Spill Response –** Mr. Wolcott managed the successful investigation of a bulk fuels terminal for a major petroleum company, which included a comprehensive site investigation, regulatory interface, and extensive communication with adjacent crude oil-impacted property. He developed the Corrective Action Plans for remediation of hazardous waste (lead-impacted blasting sand) and petroleum-impacted soil and oversaw the excavation and disposal of hazardous and non-hazardous wastes.

**Jefferson Parish, Louisiana, Canal Sediment Management Plan –** As consultant to the Jefferson Parish Department of Environmental Affairs, Mr. Wolcott developed a comprehensive management plan for the evaluation of contaminated canal sediments. This plan was developed in conjunction with the U.S. Army Corps of Engineers' SELA drainage improvement projects. Use of the management plan allowed the parish to save significant money on the disposal and reuse of dredged canal bottoms.

**South Louisiana, Celogen OT SWMU Risk Evaluation –** Mr. Wolcott managed the environmental assessment and risk evaluation for chlorinated solvents impacts at a regulated chemical manufacturing facility. He developed the Field Sampling and Analysis Plan, Quality Assurance Project Plan, and other related documents. Mr. Wolcott served as project manager for the investigation and as coordinator for the risk evaluation team.

## Training and Certifications

- OSHA 29 CFR 1910.120 40-Hour HAZWOPER Training
- OSHA 29 CFR 1910.120 8-Hour Refresher Trainings
- OSHA 29 CFR 1910.120(e)(4) Supervisor Training
- OSHA 29 CFR 1910.146 Confined Space Entry Training
- OSHA 29 CFR 1926 Subpart P Excavation and Trenching Safety Training
- DOT/HM-126F HAZMAT Employee Training
- National Safety Council Defensive Driving Training
- TSCA Title II 24-Hour Asbestos Inspection and Assessment Training
- FEMA IS 700a. – National Incident Management System, An Introduction



# Nicole S. Counsell

Grants Management & Disaster Recovery Consultant

## FIRM

Thompson Consulting Services  
1135 Townpark Avenue  
Suite 2101  
Lake Mary, FL 32746

## EDUCATION

BA: Psychology and Spanish

## EXPERIENCE

6 years

## PROGAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G)
- FHWA ER Program
- CDBD Disaster Recovery
- CDBG Housing

## Experience and Qualifications

Ms. Counsell has six years of experience providing grant and program management support and oversight for disaster response and recovery efforts throughout the United States. Following Hurricane Ike, she managed multiple projects for Galveston County and the City of Galveston, the most heavily impacted communities by the storm.

## Project Experience

**City of Hoboken, NJ, Emergency Operations Planning, Debris Monitoring, and FEMA PA Consulting, Hurricane Sandy 2012- 2013** The City of Hoboken was severely impacted by Hurricane Sandy, experiencing widespread flooding throughout the majority of the City. Ms. Counsell has served as the City's Project Manager for debris operations immediately following the hurricane, and PA Consultant in preparing the City's FEMA Project Worksheets. Additionally, Ms. Counsell assisted in the preparation of the City's Emergency Operations Plan, to help prepare the City and all department personnel to respond during future disaster events.

**Trinity Bay Conservation District, Texas, FEMA PA Project Worksheet Close-out and Audit Preparation, 2012** – Ms. Counsell served as Grant Management Specialist for the final reconciliation of expenditures to

grant funds received for Hurricane Ike bridge and facility replacements. Ms. Counsell organized all supporting documentation for project worksheets and prepared projects for close-out and federal audit.

**Louisiana and Mississippi, Hurricane Isaac Regional Response and Disaster Recovery, 2012** – In August 2012, Hurricane Isaac struck the Louisiana and Mississippi gulf coast with Category 1 strength winds and 24 hours of sustained rainfall. Ms. Counsell served on the Thompson debris program team responsible for mobilizing and deploying project staff and resources to multiple jurisdictions along coastal Mississippi and Louisiana, including Jackson and Hancock County, MS, and Terrebonne Parish and Denham Springs, LA. In all, Thompson's field monitoring efforts documented and substantiated reimbursement for the removal of nearly 100,000 cubic yards of debris from roadways, canals, and beaches. Over the 45 day recovery period, Ms. Counsell played a critical role in the management of debris monitoring operations and served as a liaison on behalf of Thompson's clients with stakeholder state and federal agencies.

**Trinity Bay Conservation District, Texas, Disaster Debris Management Planning, 2012** – Ms. Counsell assisted in the development and preparation of a Disaster Debris Management Plan (DDMP) for the Trinity Bay Conservation District in Chambers County, Texas to ensure increased eligibility for federal PA cost-share in accordance with recent changes to FEMA's PA Pilot Program.

**Clark County, Indiana, Severe Storm and Tornado Recovery Operations, 2012** – Ms. Counsell served as the Project Manager for Clark County following the March 2<sup>nd</sup> severe weather and tornado event that forged a 17 mile path, downed power lines and trees, destroyed hundreds of residential homes, damaged critical infrastructure, and filled over 40,000 LF of creek with vegetative and C&D debris. Ms. Counsell assisted the County with NRCS program implementation, ROW debris removal, and Severely Damaged Structure Assessments.

**City of Tuscaloosa, Alabama, Severe Storms, Tornadoes, Straight-line Winds, and Flooding, 2011** – Ms. Counsell served as project manager for the City of Tuscaloosa, Alabama and ran the FEMA Public Assistance (PA) and assisted the City with the design



and implementation of Housing Demolition Programs following the April 2011 tornadoes that devastated the City and caused an estimated \$85M in damages.

**City of Galveston, Texas, Community Development Block Grant (CDBG) Administration, 2011** – Ms. Counsell served as Financial Recovery Specialist for the administration of \$106 million in Housing and Urban Development (HUD) non-housing CDBG funds for the City. At this capacity, Ms. Counsell coordinated with HUD, and the Texas Department of Rural Affairs and provided guidance to the City to ensure that the program was properly documented and administered in compliance with statutory regulations and program guidelines. In addition, Ms. Counsell assisted the City with the development of contracts, procurement documentation, and comparison of data for federal reimbursement.

**Escambia County, Florida, BP Deepwater Horizon Oil Spill Response, 2010** – Ms. Counsell served as Program Manager of a program designed to minimize the impact that the BP oil spill made on Escambia County's (Pensacola area) beaches, waterways, and tourism. During this effort, over \$1.5 million in claims for oil containment and public outreach were documented and substantiated. Ms. Counsell coordinated and documented the efforts of participating local, state, federal, and private to substantiate the BP claims.

**City of Galveston, Texas, Standing Dead Tree Removal Program, Hurricane Ike, 2009-2010** – Following Hurricane Ike, Ms. Counsell monitored a contracted program to remove over 10,000 standing dead trees throughout the City that were killed as a result of saltwater inundation. The monitoring and documentation efforts substantiated over \$3.5 Million in FEMA PA funding. In addition, Ms. Counsell worked with Galveston County to monitor and document over \$62 million worth of debris removal programs including sand removal, vessel recovery, and private property debris removal.

**Galveston County/Bolivar, Texas, ROW Debris Removal and Specialized PPDR Programs Following Hurricane Ike, 2008-2009** – Ms. Counsell served as the Project Manager for Galveston County, including the Bolivar Peninsula and eleven cities within the County following Hurricane Ike. Ms. Counsell oversaw disaster debris removal programs and assisted the County with planning and implementing specialized voluntary and involuntary PPDR programs under which debris, sand, vessels, and hazardous materials were

removed from over 1500 private properties on the Bolivar Peninsula and mainland Galveston County.

**Cameron County, Texas, Debris Removal and Emergency De-watering Operations Following Hurricane Dolly, 2008** – Ms. Counsell served as the Operations/Data Manager for the Cameron County hurricane recovery efforts. She assisted with ROW debris removal and emergency de-watering from low lying areas.

**Norman, Oklahoma, Ice Storm Debris Removal Monitoring, 2007** – Ms. Counsell deployed and managed 150 field inspectors daily to monitor and document the removal of over 600,000 cubic yards of debris from the City. In addition, Ms. Counsell managed a field team responsible for validating over 26,000 hazardous trees. Her efforts helped document eligible work and obtain over \$24 million in FEMA and FHWA funding.

## Training and Certifications

- HAZWOPER 40 hour certification
- OSHA 30 hour certification
- ISO 9000
- Applying for Federal Grants and Cooperative Agreements Certificate
- Managing Federal Grants and Cooperative Agreements for Recipients Certificate
- FEMA IS 001 – Emergency Manager Orientation
- FEMA IS 230 – Principles of Emergency Management
- FEMA IS 292 – Disaster Basics
- FEMA IS 631 – Public Assistance Operations
- FEMA IS 700.a – National Incident Management System (NIMS) An Introduction
- FEMA IS-5.a – An Introduction to Hazardous Materials
- Drug Screen Collection Certification
- First Aid, CPR and AED Certification



# Wesley Holden

Director of Data Operations

## FIRM

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## EDUCATION

BS: Management Information Systems

## EXPERIENCE

11 years

## PROGAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G)
- FEMA Hazard Mitigation Grant Program (404 and 406)
- FEMA Severe Repetitive Loss Program
- FHWA ER Program

## Experience and Qualifications

Mr. Holden has over eleven years of experience providing data management and disaster recovery software application development for disaster response and recovery efforts throughout the United States for a broad range of local and state government clients.

## Project Experience

**Louisiana and Mississippi, Hurricane Isaac Regional Response and Disaster Recovery, 2012** – In August 2012, Hurricane Isaac struck the Louisiana and Mississippi gulf coast with Category 1 strength winds and 24 hours of sustained rainfall. NAME served on the Thompson financial team responsible for contract cost controls and FEMA Category A&B reimbursement for multiple jurisdictions along coastal Mississippi and Louisiana, including Jackson and Hancock County, MS, and Terrebonne Parish and Denham Springs, LA. In all, Thompson's data and financial management efforts authorized nearly a \$1,000,000 of eligible contractor payments and substantiated reimbursement for the removal of nearly 100,000 cubic yards of debris from roadways, canals, and beaches.

**Clark County, Indiana, Tornado Recovery Operations, Data Management, 2012** – Mr. Holden managed a team tasked with supporting data entry, document scanning and data management to track and report debris removal operations for Clark County. He was

also in charge of debris hauler invoice reconciliation and payment recommendations.

**Calhoun County, AL, Tornado Recovery Operations, 2011** – Mr. Holden served as the County's project manager during the disaster debris removal monitoring efforts following the April 2011 tornadoes. He was in charge of overseeing collection operations for the County to ensure that all debris removal and monitoring was within federal regulations.

**Alabama Tornadoes, Data Management, 2011** – Mr. Holden managed a data management operation responsible for scanning, inputting, mapping, tracking and reporting the quantities of debris removed and disposed by various contractors throughout the State of Alabama.

**Texas, Hurricane Ike Data Management, 2008-2009** – Following Hurricane Ike, Mr. Holden managed a team tasked with supporting data entry, document scanning, and data management to track and report debris removal operations for multiple municipalities and counties throughout Texas. At the peak of the engagement, Mr. Holden was tasked with managing the scanning and entry of over 250,000 documents and images per day.

**City of New Orleans, FEMA Funded Commercial and Residential Demolition Document Management, New Orleans, LA, 2007-2009** – Between 2007 and 2009, Mr. Holden helped design a software application to electronically store critical field documents that supported a multi-phase process for the identification, historical review, decommissioning, demolition, and disposal of over 1,500 residential and commercial structures located throughout the City of New Orleans.

**Mississippi, Hurricane Katrina, Data Management 2005-2007** – Following the devastating impact that Hurricanes Katrina made on the Mississippi coast, Mr. Holden managed a data management operation responsible for inputting, tracking, and reporting the quantities of debris removed and disposed of by the United States Army Corps of Engineers contractors throughout the State of Mississippi.

## Technology Expertise

- Enterprise Web, Accounting and Document Management Applications



- ASP.Net, VB.Net, C#, Javascript, HTML, Visual Studio, Source Control
- SQL Server, T-SQL, Stored Procedures, Index Tuning, Performance Management



# Corey Thomas

Senior Grants Management Consultant

## FIRM

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## EDUCATION

BS: Communication, Advertising, and Public Relations  
MBA: Finance and Management

## EXPERIENCE

5 years

## PROGAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G)
- FEMA Hazard Mitigation Grant Program (404 and 406)
- FHWA ER Program
- CDBD Disaster Recovery

## Experience and Qualifications

Mr. Thomas has five years of project management and consulting experience assisting local and state governments in determining and claiming eligible costs under FEMA's Public Assistance program. He has assisted clients with developing project worksheets for all categories of work (A-G) and performed tasks associated with project formulation, scoping, cost estimating, 406 mitigation, project inspection, financial compliance, invoice and cost reconciliation, and appeals.

*Presenter: National Hurricane Conference, 2013 – Debris Monitoring and Contracting Training Workshop*

## Project Experience

**Town of Babylon, NY, FEMA Public Assistance Consulting, Hurricane Sandy – 2012-2013** The Town of Babylon, located on the south shore of Long Island, suffered severe damage generating large amounts of vegetative and C&D debris. Applying his PA experience and expertise, combined with Thompson's efficient approach to PA and disaster debris management, Mr. Thomas was able to quickly and accurately prepare large project Category A PW's valued at \$5.5 million. All PWs were approved in their entirety, and funded as

part of the State's first round of reimbursement for Sandy.

### **Middlesex County Utilities Authority, NJ, FEMA Public Assistance Consulting, Hurricane Sandy, 2012-2013**

Mr. Thomas has provided FEMA PA consulting services to MCUA to assist the Authority with development of PWs to capture costs associated with debris removal, emergency protective measures, and permanent work. The MCUA suffered damages to sewage pumping stations estimated at over \$200 million. Mr. Thomas continues to provide PA and HMA support to help the Authority properly navigate FEMA policy requirements and federal regulations.

### **Jackson County, Mississippi, Debris Removal**

**Monitoring, Hurricane Isaac, 2012** – After days of heavy rainfall and strong winds, hundreds of homes were left flooded in Jackson County. Mr. Thomas served as the project manager, responsible for overall debris monitoring operations, ensuring compliance with all state and federal debris removal requirement, and preparing project documentation and daily reports.

### **City of Fort Lauderdale, Florida, FEMA Public Assistance Consulting, Hurricane Wilma, 2012** –

Following hurricanes Wilma and Katrina in 2005, The City of Fort Lauderdale sustained widespread damage generating large amounts of debris throughout the City, particularly in parks and along beaches. In 2012, following a federal OIG audit of the City's FEMA project worksheets, approximately \$10 million in funding for debris removal activities was de-obligated. Mr. Thomas assisted the City in collecting project documentation, preparing a formal appeal, and submitting to FDEM and FEMA Region IV. The State has supported the City's claims and FEMA approval of the \$10 million appeal is expected in early 2013.

### **Clark County, Indiana, FEMA Public Assistance Consulting, Severe Storms and Tornadoes, 2012** –

A massive EF-4 tornado caused widespread damage across a 20 mile long path in Clark County, IN on March, 2<sup>nd</sup> 2012, generating an estimated 1.2 million cubic yards of debris and over \$40 million in damage. Responding to the County and State Incident Command Centers just days after the storm, Mr. Thomas served as grant management consultant, participating in debris operations and long-term FEMA PA program administration including PW preparation and audit and close-out support.



**City of Tuscaloosa, Alabama, FEMA Hazard Mitigation Grant Program Consulting, Severe Storms and Tornadoes, 2011** – The City of Tuscaloosa was struck by one of the most deadly tornado outbreaks in recent history in April, 2011. Mr. Thomas served as a grant management consultant, preparing applications for ten community safe rooms to be funded by the HMGP. The safe rooms will provide shelter to over 2,000 residents and City employees during future emergencies.

**City of Daytona Beach, Florida, FEMA Public Assistance Consulting, Severe Storms and Flooding, 2009** – The City of Daytona Beach was struck by numerous severe storms and record rainfall during May, 2009. Thousands of labor and equipment hours associated with emergency response efforts, as well as costs associated with permanent repairs were incurred. Mr. Thomas assisted the City in identifying eligible costs and preparing PWs for Categories A-E and provided support throughout project implementation and closeout preparation.

**State of South Dakota, FEMA Public Assistance Grant Closeout, Severe Winter Storms, 2011** – Mr. Thomas served as project manager overseeing the FEMA PA grant closeout for seven disasters declared in the State of South Dakota in 2010. Mr. Thomas performed project worksheet review and generation which will assist the State in obtaining an estimated \$90 million in FEMA PA grant funds.

**City of Houston, Texas, Financial Recovery and Grant Management, Hurricane Ike, 2011** – The City of Houston suffered over \$1 billion of damages as a result of Hurricane Ike. Mr. Thomas assisted the City in the preparation of large project PW documentation and closeout of large projects valued at over \$150 million. As a result, the City received millions of dollars in additional funding not originally included in the FEMA PWs. Additionally; the City was prepared for an expedited grant closeout and audit process.

**Port of Galveston, Texas, FEMA Public Assistance Consulting, Hurricane Ike, 2009-2011** – During Hurricane Ike, the Port of Galveston's infrastructure was inundated with floodwaters caused by record storm surge. While the Port experienced over \$100 million of damages as a result of the storm, not all damages were evident immediately following the event. Mr. Thomas identified additional eligible projects and prepared small and large project PWs to provide

the Port with additional FEMA PA funding as well as prepare for grant closeout.

**Texas Department of Transportation, FHWA-ER Grant Closeout, Hurricane Ike, 010-2011** – Mr. Thomas assisted TxDOT with the review and closeout of FHWA-ER applications related to damages from Hurricane Ike. In this role, he reviewed projects and costs for program eligibility and prepared findings reports for state-level approval.

**Hidalgo and Cameron County, Texas, FEMA Public Assistance Consulting, Hurricane Alex, 2010** – South Texas and the Rio Grande Valley area experienced prolonged flooding following Hurricane Alex. Mr. Thomas assisted with identifying eligible FEMA PA projects and prepared all PWs on behalf of the County. The County received 100% approval of submitted PWs and began receiving funds within 30 days of project completion.

## Professional Training Courses

- Homeland Security Exercise and Evaluation Program (HSEEP)
- FEMA IS-30: Mitigation eGrants System for the Subgrant Applicant
- FEMA IS-100a: Introduction to the Incident Command System
- FEMA IS-120a: An Introduction to Exercises
- FEMA IS-208a: State Disaster Management
- FEMA IS-230: Principles of Emergency Management
- FEMA IS-241: Decision Making and Problem Solving
- FEMA IS-253: Coordinating Environmental and Historic Preservation Compliance
- FEMA IS-279: Retrofitting Flood Prone Residential Structures
- FEMA IS-393a: Introduction to Hazard Mitigation
- FEMA IS-630: Introduction to Public Assistance
- FEMA IS-631: Public Assistance Operations
- FEMA IS-632: Introduction to Debris Operations in FEMA's PA Program
- FEMA IS-634: Introduction to FEMA's Public Assistance Program
- FEMA IS-700a: National Incident Management System, An Introduction



# Daniel M. Gardner

Senior Grants Management Consultant

## FIRM

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1135 Townpark Avenue  
Suite 2101  
Lake Mary, FL 32746

## EDUCATION

BSBA: Management Information Systems  
MBA: Finance and Management

## EXPERIENCE

5 years

## PROGAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G)
- FEMA Hazard Mitigation Grant Program (404 and 406)
- FEMA Severe Repetitive Loss Program
- CDBD Disaster Recovery
- CDBG Housing

## Experience and Qualifications

Mr. Gardner has served as a program manager and grant management consultant for multiple federally funded grant programs on projects totaling approximately \$160 million. His extensive understanding of the eligibility requirements, regulations and policies across many federal grant programs allows clients to maximize disaster recovery and mitigation reimbursement. He provides oversight throughout grant and project implementation and is intimately familiar with such activities as application development, public outreach, environmental review, vendor procurement, project and process monitoring, fair housing and Davis Bacon compliance, project closeout and program audits.

Mr. Gardner has assisted clients obtain funding from multiple federally funded grant programs including the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program, the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program and the FEMA Hazard Mitigation Grant Program (HMGP).

## Project Experience

**Louisiana and Mississippi, Hurricane Isaac Regional Response and Disaster Recovery, 2012** – In August 2012, Hurricane Isaac struck the Louisiana and

Mississippi gulf coast with Category 1 strength winds and 24 hours of sustained rainfall. Mr. Gardner served on the Thompson financial team responsible for contract cost controls and FEMA Category A&B reimbursement for multiple jurisdictions along coastal Mississippi and Louisiana, including Jackson and Hancock County, MS, and Terrebonne Parish and Denham Springs, LA. In all, Thompson's data and financial management efforts authorized nearly a \$1,000,000 of eligible contractor payments and substantiated reimbursement for the removal of nearly 100,000 cubic yards of debris from roadways, canals, and beaches.

**Clark County, Indiana, Disaster Debris Monitoring and Data Management, 2012** – In March 2012, tornadoes impacted Clark County and damaged much of the County's infrastructure and residential homes. Mr. Gardner monitored data collection and developed the daily debris and financial report presented to County staff. He also assisted with the reconciliation of all contractor invoices and prepared payment recommendations to the County.

**City of Tuscaloosa, Alabama, Public Assistance and Long Term Recovery Grant Program, 2011** – The City of Tuscaloosa was impacted by multiple large and small tornadoes in April, 2011. The largest tornado flattened a one mile by six mile swath of the City causing an estimated \$85M in damage. Critical infrastructure was damaged and hundreds of residents lost their homes and property during the event. Mr. Gardner aided the City secure federal funding across several grant programs including CDBG, to assist with the rebuilding of lost public housing while focusing on the goal of energy efficiency and sustainability.

**City of Galveston, Texas, CDBG DR Round 2 Application Development, 2010** – In order to help communities continue to recover from the devastation of Hurricane Ike (2008), the State of Texas provided several rounds of funding through the CDBG Disaster Recovery Program. Mr. Gardner assisted the City of Galveston with the development of their CDBG DR Round 2 Phase 1 application for Roadway and Associated Underground Utility Repair. The project was approved by the State and the City is awaiting receipt of approximately \$26 million in order to begin the reconstruction.

**City of Galveston, Texas, CDBG DR Round 1 Administration, 2009** – The City of Galveston was the



epicenter of Hurricane Ike's landfall in September 2008 and suffered massive damage as a result. As program manager, Mr. Gardner managed the administration of approximately \$107 million in CDBG Disaster Recovery funding and assisted City staff coordinate all grant activities for infrastructure projects including a business economic recovery loan program and the reconstruction of the City's Main Wastewater Treatment Plant (estimated at \$70 million). He was in charge of program design and oversight, as well as ensuring all day to day activities were carried out according to federal, state and local regulations.

**St. John the Baptist Parish, Louisiana, CDBG DR Administration, 2009** – St. John the Baptist Parish received heavy rainfall and flooding as a result of Hurricanes Rita and Katrina. Mr. Gardner assisted the Parish prepare infrastructure and housing project applications totaling approximately \$7 million and managed project responsibilities.

**Texas Department of Transportation, Public Assistance Administration, 2009** – Mr. Gardner assisted the Texas Department of Transportation recover eligible costs for disaster clean up across several Texas counties following Hurricane Ike. He assisted with the development and submission of FEMA Project Worksheets (PWs) for multiple categories of work.

**Clark Energy Cooperative, Winchester, Kentucky, HMGP Application Development, 2009** – Following FEMA disaster declaration 1818, Clark Energy Cooperative requested assistance with the development of an application for FEMA's Hazard Mitigation Grant Program. Mr. Gardner helped Clark Energy Staff identify eligible projects, performed a Benefit Cost Analysis and feasibility study for the project, submitted a letter of intent and prepared a final HMGP application to the State of Kentucky and FEMA. Clark Energy's application was approved by both the State and FEMA for undergrounding three-phase utility lines totaling approximately \$500,000.

## Training and Certifications

- Affirmatively Furthering Fair Housing Training Certificate (TX)
- Homeland Security Exercise and Evaluation Program (HSEEP)
- Applying for Federal Grants and Cooperative Agreements Certificate
- Managing Federal Grants and Cooperative Agreements for Recipients Certificate
- FEMA IS-1: Emergency Program Manager, an Orientation to the Position
- FEMA IS-30: Mitigation eGrants System for the Subgrant Applicant
- FEMA IS-31: Mitigation eGrants System for the Grant Applicant
- FEMA IS-100a: Introduction to the Incident Command System
- FEMA IS-100PWb: Introduction to the Incident Command System for Public Works
- FEMA IS-101b: Deployment Basics
- FEMA IS-120a: An Introduction to Exercises
- FEMA IS-200b: ICS for Single Resources and Initial Action Incident
- FEMA IS-208a: State Disaster Management
- FEMA IS-212: Intro to Unified Hazard Mitigation Assistance
- FEMA IS-230: Principles of Emergency Management
- FEMA IS-241: Decision Making and Problem Solving
- FEMA IS-253: Coordinating Environmental and Historic Preservation Compliance
- FEMA IS-279: Retrofitting Flood Prone Residential Structures
- FEMA IS-324.a: Community Hurricane Preparedness
- FEMA IS-386: Introduction to Residential Coastal Construction
- FEMA IS-393a: Introduction to Hazard Mitigation
- FEMA IS-430: Introduction to Individual Assistance
- FEMA IS-559: Local Damage Assessment
- FEMA IS-630: Introduction to Public Assistance
- FEMA IS-631: Public Assistance Operations
- FEMA IS-632: Introduction to Debris Operations in FEMA's PA Program
- FEMA IS-634: Introduction to FEMA's Public Assistance Program
- FEMA IS-700a: National Incident Management System (NIMS) An Introduction
- FEMA IS-800b: National Response Framework An Introduction
- FEMA IS-901: Section 508 Awareness
- FEMA IS-910: Emergency Management Preparedness Fundamentals
- FEMA IS-922: Applications of GIS for Emergency Management



# Keith Forrester

Field Operations Manager

## FIRM

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Lake Mary, FL 32746

## EDUCATION

BA: Marketing and Management

## EXPERIENCE

9 years

## PROGAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B)
- FHWA ER Program

## Experience and Qualifications

Mr. Forrester has nine years of experience managing debris monitoring operations throughout the Southeast following some of the largest debris generating natural disaster in recent history. In addition to Right-of-Way (ROW) debris monitoring programs, Mr. Forrester has worked extensively on Leaner, Hanger, and Stump Removal programs in some of the largest parks impacted by debris generating events in the last decade, including programs in Alabama, Arkansas, Missouri, and Texas.

## Project Experience

**Terrebonne Parish, LA, Hurricane Recovery Operations 2012** – Mr. Forrester served as an operations manager for debris removal monitoring efforts on behalf of Terrebonne Parish following the landfall of Hurricane Irene. He was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance and debris removal operations and right-of-way collection of over 56,000 CY of vegetative and construction and demolition (C&D) debris throughout the affected areas.

**Virginia Department of Transportation (VDOT), Hurricane Recovery Operations, Hurricane Irene, 2011** – Mr. Forrester served as field supervisor overseeing disaster debris removal operations in the several different residencies across the eastern part of Virginia. He was also responsible for the supervision of

5 – 20+ collection monitors daily. In total, the recovery efforts included the collection and removal of over 450,000 cubic yards of debris.

**Alabama Department of Conservation and Natural Resources, Tornado Debris Removal Monitoring** – The devastating tornados in the spring of 2011 ripped through the State of Alabama and ravaged two of the state parks. Mr. Forrester is currently serving as the field project manager to monitor the removal and reduction of thousands of damaged trees in compliance with FEMA 325 and 327 guidelines.

**Arkansas Game and Fish Commission, Ice Storm Debris Removal Monitoring** – Mr. Forrester served as a field supervisor on state debris removal program to remove hazardous trees and hanging limbs from State parks and hunting grounds damaged by an ice storm. Mr. Forrester's team monitored debris removal in adverse outdoor conditions and ensured that the Global Position System (GPS) coordinates, electronic photographs, and field documentation were properly maintained to substantiate FEMA Category A reimbursement.

**City of Beaumont, TX, Hurricane Debris Removal Monitoring** – In 2008, Mr. Forrester served as a field project manager on the City of Beaumont debris monitoring effort. In addition to monitoring, documenting, and substantiating FEMA reimbursement for Right-of-Way vegetative debris removal, Mr. Forrester also managed and monitored the removal of debris fields created by storm surge, as well as inland waterway debris removal and oversight of the leaning tree, hanging limbs, and hazardous stump removal program.

**City of Springfield, MO, Ice Storm Debris Removal Monitoring** – Following the devastating impact that a large ice storm made on Oklahoma and Missouri, Mr. Forrester served as the field operations manager for the City of Springfield's debris removal monitoring program. Mr. Forrester's field team monitored and documented the removal of over 1,000,000 cubic yards of vegetative storm debris and worked with the City, State, and FEMA to address many unique challenges, including a parks debris, damaged tree, and hanging limb removal program in compliance with newly issued FEMA Disaster Specific Guidance.



# David Harrell

Field Operations Supervisor

## FIRM

Thompson Consulting Services  
1135 Townpark Avenue  
Suite 2101  
Lake Mary, FL 32746

## EDUCATION

BA: Marketing and Management

## EXPERIENCE

9 years

## PROGAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B)
- FHWA ER Program

## Experience and Qualifications

Mr. Harrell has nine years of experience managing debris monitoring operations throughout the United States. In addition to Right-of-Way (ROW) debris monitoring programs, Mr. Harrell has worked extensively on Leaner, Hanger, and Stump Removal, Private Property Debris Removal, Demolition and Waterway Debris Removal monitoring programs.

## Project Experience

**Terrebonne Parish, Louisiana, Hurricane Recovery Operations 2012** – Mr. Harrell served as a field supervisor for debris removal monitoring efforts on behalf of Terrebonne Parish following the landfall of Hurricane Irene. He assisted in day-to-day operations for all monitoring projects including emergency road clearance and debris removal operations and right-of-way collection of over 56,000 CY of vegetative and construction and demolition (C&D) debris throughout the affected areas.

**Clark County, Indiana, Tornado Recovery Operations, 2012** – Mr. Harrell was part of a field team monitoring and documenting the removal of storm debris following the tornado. He worked with the County and FEMA to address any issues that arose during the recovery and was responsible for assisting day-to-day operations and the supervision of collection monitor and disposal monitor staff.

**Virginia Department of Transportation (VDOT), Hurricane Recovery Operations, Hurricane Irene, 2011** – Mr. Harrell served as field supervisor overseeing disaster debris removal operations in the multiple residencies in the eastern part of Virginia. He was responsible for overseeing day-to-day operations and the supervision of collection monitor staff. The recovery effort included the collection and removal of over 300,000 cubic yards of debris.

**Calhoun County, Alabama, Tornado Debris Monitoring, 2011** – The devastating tornados in the spring of 2011 ripped through the State of Alabama and ravaged two of the state parks. Mr. Harrell served as the field operations supervisor to oversee field monitors tasked to monitor contractors responsible with removal and disposal of over 250,000 cubic yards of debris.

**Alabama Department of Conservation and Natural Resources, Tornado Debris Removal Monitoring, 2011** – The devastating tornados in the spring of 2011 ripped through the State of Alabama and ravaged two of the state parks. Mr. Harrell served as the parks field supervisor to oversee field monitors tasked to monitor the removal and reduction of thousands of damaged trees in compliance with FEMA 325 and 327 guidelines.

**Louisiana and Mississippi, Hurricane Katrina and Rita Recovery, Claims Adjuster, 2005 - 2008** – Following the devastating Hurricanes Katrina and Rita, Mr. Harrell assisted insurers who were affected by the hurricanes. As Special Assistance Unit Lead Mr. Harrell was responsible for processing claims, working with insurers and outside adjusters to make sure claims that had stalled were investigated and continued to be processed through completed in a quick and fair resolution to the insured and the insurance company.



# Allen Herrington

Field Operations Supervisor

## FIRM

Thompson Consulting Services  
1135 Townpark Avenue  
Suite 2101  
Lake Mary, FL 32746

## MILITARY EXPERIENCE

United State Marine Corps

## EXPERIENCE

8 years

## PROGAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B)
- FHWA ER Program

## Experience and Qualifications

Mr. Herrington has eight years of experience managing debris monitoring operations throughout the United States. In addition to Right-of-Way (ROW) debris monitoring programs, Mr. Herrington has worked extensively on Leaner, Hanger, and Stump Removal, Private Property Debris Removal, Demolition and Waterway Debris Removal monitoring programs.

## Project Experience

**Terrebonne Parish, Louisiana, Hurricane Recovery Operations 2012** – Mr. Herrington served as a field supervisor for debris removal monitoring efforts on behalf of Terrebonne Parish following the landfall of Hurricane Irene. He assisted in day-to-day operations for all monitoring projects including emergency road clearance and debris removal operations and right-of-way collection of over 56,000 CY of vegetative and construction and demolition (C&D) debris throughout the affected areas.

**Clark County, Indiana, Tornado Recovery Operations, 2012** – Mr. Herrington's field team monitored and documented the removal of storm debris and worked with the County and FEMA to address any issues that arose during the recovery. He was responsible for overseeing day-to-day operations and the supervision of collection monitor and disposal monitor staff.

**Virginia Department of Transportation (VDOT), Hurricane Recovery Operations, Hurricane Irene, 2011** – Mr. Herrington served as field supervisor overseeing disaster debris removal operations in the they Ashland and Saluda residencies in the eastern

part of Virginia. He was responsible for overseeing day-to-day operations and the supervision of collection monitor staff. The recovery effort included the collection and removal of over 200,000 cubic yards of debris in Ashland and 100,000 cubic yards in Saluda.

**Calhoun County, Alabama, Tornado Debris Monitoring, 2011** – The devastating tornados in the spring of 2011 ripped through the State of Alabama and ravaged two of the state parks. Mr. Herrington served as the field operations supervisor to oversee field monitors tasked to monitor contractors responsible with removal and disposal of over 250,000 cubic yards of debris. In addition, Mr. Herrington spearheaded the efforts of the Thompson team to survey and identify eligible debris from private property for inclusion in the Alabama Emergency Management Agency and FEMA funded Operation Clean Sweep.

**Terrebonne Parish, Louisiana, Hurricane Demolition Monitoring, 2008** – The storm surge from Hurricanes Gustav and Ike damaged hundreds of homes in Terrebonne Parish, located in the southeastern bayous of Louisiana. Mr. Herrington served as a field supervisor on a FEMA funded demolition effort responsible for ensuring that each FEMA eligible property had been properly condemned, posted, and decommissioned prior to being demolished. In addition, Mr. Herrington was responsible for coordinating with the Louisiana Department of Environmental Quality to ensure that properties containing Asbestos Containing Materials (ACM) were properly abated prior to being demolished.

**Webb City, Missouri, Ice Storm Debris Removal Monitoring, 2008** – Following the devastating impact that a large ice storm made on Oklahoma and Missouri, Mr. Herrington served as the field operations manager for Webb City's debris removal monitoring program. Mr. Herrington field team monitored and documented the removal of over 100,000 cubic yards of vegetative storm debris and worked with the City, State, and FEMA to address many unique challenges, including a parks debris, damaged tree, and hanging limb removal program.

**Escambia County, Florida, Hurricane Debris Removal Monitoring, 2004** – Following the devastating impact that Hurricane Ivan made on Escambia County, Mr. Herrington served as field supervisor in the southern collection zones of the County, where 5,000,000 of the 8,000,000 cubic yards of vegetative and construction



and demolition debris generated by Hurricane Ivan was removed. Mr. Herrington also supervised monitors tasked with the oversight of an extensive program to remove hazardous trees from private property as part of a County-wide Right-of-Entry (ROE) Program.



# Gary Brooks

Field Monitor Supervisor

## FIRM

Thompson Consulting Services  
1135 Townpark Avenue  
Suite 2101  
Lake Mary, FL 32746

## MILITARY EXPERIENCE

United States Marine Corps

## EXPERIENCE

8 years

## PROGAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B)
- FHWA ER Program

## Experience and Qualifications

Mr. Brooks has eight years of experience managing debris monitoring operations throughout the United States. In addition to Right-of-Way (ROW) debris monitoring programs, Mr. Brooks has worked extensively on large scale debris reduction sites, including a temporary site in Pensacola Florida that reduced over 1,000,000 cubic yards of Construction and Demolition debris following Hurricane Ivan. Mr. Brooks also has extensive experience Leaner, Hanger, and Stump Removal, Vessel Recovery and Waterways Debris Removal monitoring programs.

## Project Experience

**Denham Springs, Louisiana, Hurricane Isaac Recovery Operations, 2012** – Mr. Brooks served as an operations manager for debris removal monitoring efforts on behalf of Denham Springs following the landfall of Hurricane Irene. He was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance and debris removal operations and right-of-way collection of over 9,300 CY of vegetative and construction and demolition (C&D) debris throughout the affected areas.

**Clark County, Indiana, Tornado Recovery Operations, 2012** – Mr. Brooks served as an operations manager for debris removal efforts following the devastating February severe weather incident which swept through the County and surrounding areas. He was in charge of overseeing day-to-day operations for all monitoring staff throughout the County.

**City of Portsmouth, Virginia, Hurricane Irene Recovery Operations, 2011** – Mr. Brooks served as field supervisor overseeing disaster debris removal operations for the City of Portsmouth, VA following Hurricane Irene. The recovery efforts included the collection and removal of over 50,000 cubic yards of debris from the City.

**Alabama Department of Conservation and Natural Resources, Tornado Debris Removal Monitoring, 2011**– The devastating tornados in the spring of 2011 ripped through the State of Alabama and ravaged two of the state parks. Mr. Brooks served as the parks field supervisor to oversee field monitors tasked to monitor the removal and reduction of thousands of damaged trees in compliance with FEMA 325 and 327 guidelines.

**City of Baytown, Texas, Hurricane Debris Removal Monitoring, 2008** – In 2008, Mr. Brooks served as the field project manager on the City of Baytown debris monitoring effort. Mr. Brooks' monitoring team oversaw, monitored, and documented the removal of over 1,000,000 cubic yards of storm debris by two prime contractors. Mr. Brooks also coordinated with the City, State, and FEMA to monitor the removal of derelict vessels displaced by the Hurricane Ike storm surge onto public property.

**Town of Amherst, New York, Snow Storm Debris Removal Monitoring, 2006** – Following an unusual snow storm that collapsed the pre-fall vegetative canopy in Western New York in 2006, Mr. Brooks served as a field operations supervisor for the Town of Amherst's debris removal monitoring program. The effort monitored, documented, and secured FEMA funding for the removal of over 900,000 cubic yards of vegetative storm debris as well as damaged trees, and hanging limbs from the Town's Right-of-Way.

**Escambia County, Florida, Hurricane Debris Disposal Monitoring, 2004**– Following the devastating impact that Hurricane Ivan made on Escambia County, Mr. Brooks served as the Debris Management Site (DMS) manager for Bronson Field, a former U.S. Military base that served as the largest DMS to support Escambia County's debris removal program. County-wide, 3 prime contractors removed nearly 8,000,000 cubic yards of vegetative and construction and demolition debris, nearly 30% of which was processed and reduced at Bronson Field.



# Tab 4

## PAST EXPERIENCE

### Past Performance

Thompson has an exceptional record of performance on our previous and existing contracts. Our disaster management and recovery personnel have assisted more than 100 various state and local government entities plan for, respond to and recover from disaster debris generating incidents. We have a thorough understanding of how agencies at the federal, state, and local levels coordinate during a recovery operation.

The following project examples highlight our experience and capabilities performing similar services to the scope of work requested by the County and include several recent examples that demonstrate our experience and ability to guide local governments to meet the FEMA-325 and FEMA 327 eligibility requirements for debris removal and monitoring.

#### City of Hoboken, New Jersey

November 2012 - Present

#### Disaster Debris Removal Monitoring & Public Assistance Consulting

Located along the Hudson River in New Jersey, the City of Hoboken was severely impacted by the October 29, 2012, storm surge produced by Hurricane and Post-Tropical Cyclone Sandy which caused the Hudson River to overcome the seawall at the north and south ends of the City. The City experienced a deluge of rain, river, and sewage laced water which flooded basements and first floor structures, drowned personal cars and City vehicles, caused severe damaged to public facilities and transportation infrastructure, and knocked out power throughout the City. After the water receded and residents returned to their homes, contents of flooded homes and basements were placed on the City Right of Way (ROW) for disposal. Overwhelming amounts of mixed debris quickly filled City sidewalks and roads. Sharp objects, decaying building contents and bulk items created an extreme public health and safety risk for the 50,500 residents of Hoboken.



In response, the City retained Thompson Consulting Services (Thompson) to manage, monitor, and document work performed by Contract haulers and City force account resources to ensure that all emergency work performed was documented with the detail necessary to maximize available federal disaster assistance, including Federal Emergency Management Agency (FEMA) Public Assistance (PA) funding. Thompson assisted with coordination among the City, Hudson County, New Jersey Department of Environment Protection (NJDEP), and New Jersey Office of Emergency Management (NJOEM). Furthermore, Thompson played a key role in the design and implementation of 24-hour debris removal operations that addressed unique urban challenges such as narrow streets, heavy traffic through debris congested City ROW, and large quantities of debris obstructing pedestrian walkways and private residences. With the assistance of Thompson, the City of Hoboken expeditiously recovered from one of the most devastating Hurricanes in recent history.

## Terrebonne Parish, Louisiana

September 2012- October 2012

### Hurricane Recovery Management and Debris Removal Monitoring

After Hurricane Isaac made landfall along the Louisiana Gulf Coast, Thompson Consulting Services (Thompson) immediately responded to Terrebonne Parish by deploying a field management team to train and on-board local residents to monitor and document emergency push and debris removal operations.

Thankfully, Terrebonne Parish did not sustain the same magnitude of damage and debris experienced as a result of Hurricanes Katrina and Gustav, however as Isaac's eye passed over the Parish, high winds and heavy rainfall generated debris and downed trees and power lines. Thompson worked with Terrebonne Parish on an expedited debris removal schedule, and after close coordination with the Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP), Louisiana Department of Environmental Quality (LDEQ), and FEMA, completed emergency time and materials as well as ROW debris removal in less than 30 days. In addition, Thompson assisted the Parish with the development and implementation of a leaner hanger program in Parish parks. Thompson managed and documented the removal of nearly 56,000 CY of debris in order to satisfy FEMA and State reimbursement requirements.



## Denham Springs, Louisiana

September 2012- October 2012

### Disaster Recovery Management and Debris Removal Monitoring

Following Hurricane Isaac's landfall along the Louisiana Gulf Coast, Thompson Consulting Services (Thompson) was engaged by the City of Denham Springs (City) to provide disaster debris removal monitoring services in areas impacted by the hurricane. The force of the wind downed power lines and trees and scattered debris throughout the City. Within hours of a notice to proceed, Thompson deployed a field management team to train and on-board local debris monitors in the impacted area, as well as coordinated with the City, the Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP), Louisiana Department of Environmental Quality (LDEQ), and FEMA to begin emergency debris removal. Thompson monitored emergency road clearance and debris removal operations and right-of-way collection of over 9,300 CY of vegetative and construction and demolition (C&D) debris throughout the affected areas. Furthermore, Thompson conducted a city-wide survey to identify hurricane damaged trees and assisted with the development and implantation of a leaner/hanger program to address City ROW and public parks. With the assistance of Thompson, Denham Springs accomplished a rapid recovery from Hurricane Isaac.

## Hancock County, Mississippi

September 2012

### Hurricane Recovery Management and Debris Removal Monitoring

Following Hurricane Isaac's landfall along the Mississippi-Louisiana Gulf Coast, Thompson Consulting Services (Thompson) was engaged by Hancock County, MS (County) to provide disaster debris removal monitoring services for debris removal from County Beaches and ROW debris removal from FHWA Beach Blvd. Thankfully, Hancock County did not sustain the same magnitude of damage and debris experienced as a result of Hurricanes Katrina, however storm surge wrought by Hurricane Isaac drowned thousands of nutria which subsequently washed onto the County's beaches along with thousands of cubic yards of debris and sea grass. Piles of debris posed an immediate threat to public health and safety, as the thick grass harbored thousands of snakes, decaying nutria, and served as a breeding ground for mosquitos and viruses such as

West Nile. Furthermore, storm surge and several days of pounding waves caused extensive erosion along the Hancock County shoreline and displaced beach sand onto Beach Blvd. and other high traffic roads. Within hours of a notice to proceed, Thompson deployed a field management team to train and on-board local debris monitors in the impacted area, as well as coordinated with the County, Mississippi Department of Environmental Quality (MDEQ), and FEMA to begin emergency debris removal from the beaches and with FHWA to coordinate debris and sand removal from Beach Blvd. The County activated two separate contractors and Thompson coordinated with each to ensure project completion within an expedited debris removal schedule that allowed the County to quickly recover from the costly environmental and economic impacts of Hurricane Isaac.



### City of Fort Lauderdale, Florida

July 2012 – Present

#### FEMA PA Appeals Assistance

During the 2005 hurricane season, the City of Fort Lauderdale was impacted by both Hurricane Katrina and Hurricane Wilma. The storms wreaked havoc on the City, particularly City-maintained beaches and parks.

In July, 2012, following numerous FEMA and US Office of Inspector General (OIG) audits of the City's FEMA PA project worksheets (PWs), it became evident that the City had been de-obligated approximately \$10 million in eligible costs associated with Hurricane Wilma. Thompson, the City's current debris monitoring contractor, was contacted to provide FEMA Public Assistance (PA) appeal assistance to recover the funding. Thompson's grant management consulting team collected relevant project documentation, identified the sources of cost discrepancies, and assisted in preparing the City's formal appeal for submittal to the Florida Division of Emergency Management (FDEM) and FEMA. In September, 2012, FDEM endorsed the City's appeal and recommended FEMA approval. The appeal has been submitted to FEMA Region IV and formal approval, as well as obligation of the \$10 million in federal funding, is expected by the end of 2013.

### Trinity Bay Conservation District, Texas

April – July 2012

#### Disaster Debris Management Plan Development

In preparation for the 2012 Hurricane Season Trinity Bay Conservation District (TBCD) sought to develop FEMA Debris Management Guide – 325 (FEMA 325) compliant Disaster Debris Management Plan (DDMP). The purpose of the DDMP is to determine, develop, and document policies, procedures and organizational responsibility detailing how TBCD will respond to a disaster debris removal situation. As part of the planning process Thompson also assisted in identifying and validating potential debris management sites for TBCD. The final plan documented the policies, procedures, and roles and responsibilities of TBCD in order to implement a coordinated response effort following a debris-generating disaster incident.

### Clark County, Indiana

March – May 2012

#### Tornado Recovery Management and Debris Removal Monitoring

Contact: Les Young

Immediately following the March 2012 severe weather event throughout southern Indiana, Thompson Consulting Services (Thompson) was engaged by Clark County (County) to provide disaster debris removal

monitoring services in areas impacted by the storms. The force of the storms downed power lines and trees, destroyed hundreds of homes and local businesses and caused significant damage to County infrastructure. Massive amounts of vegetative debris blocked over 40,000 linear feet of creeks throughout the County, which created an immediate threat of flooding and additional damage to roads, bridges and private property.



Within hours of a notice to proceed, Thompson deployed a field management team to train and on-board local debris monitors in the impacted area, as well as coordinated with the County, NRCS, Indiana Department of Environmental Management (IDEM), and the Indiana Department of Natural Resources (DNR), to begin emergency debris removal from impaired creeks. Thompson monitored emergency road clearance and debris removal operations and right-of-way collection of vegetative and construction and demolition (C&D) debris throughout the affected areas. Furthermore, Thompson conducted a county-wide survey to identify severely damaged structures and prepared GIS parcel data, owner information and photographs for the County, which were passed to charitable volunteer organizations that are currently performing repairs, demolition, and new construction for residents. Through the assistance of Thompson, Clark County accomplished a rapid recovery from one of the most devastating tornadoes in recent history.

## Virginia Department of Transportation

Hurricane Debris Removal Monitoring and PA Support

August - November 2011

Contact: Jim Schumann

In the wake of Hurricane Irene the Virginia Department of Transportation (VDOT) called upon their pre-position contractors to assist it with collecting and disposing of debris strewn about its rights-of-way in the Central and Eastern regions of the State. Thompson Consulting Services (Thompson) served as a sub-contractor to Tidal Basin Government Consulting (TBGC), a partner of the Louis Berger Group team. Thompson was tasked with providing debris removal monitoring services in the Ashland, Chesterfield, Petersburg, South Hill, and Saluda Residencies, which included a territory of 23 Counties. Thompson mobilized within 12 hours of receiving a notice-to-proceed and began the process of onboarding and training local staff.

## City of Tuscaloosa, Alabama

Tornado Recovery Grants Management

May 2011 – Present

The City of Tuscaloosa, home to the University of Alabama Crimson Tide, is widely regarded as ground zero of the crippling tornados of April 2011 that tore through central and northern Alabama. Although, the effects of the tornado were catastrophic, the City nearly escaped one of the worst tornado disasters in history with the tornado just missing high density student housing and the City's hospital by just hundreds of feet. Thompson Consulting Services was selected by the City of Tuscaloosa (City), as the firm best suited to assist it with its FEMA Public Assistance program application, administration and program management. Thompson is currently assisting the City with seeking reimbursement for over \$60 million of damages related to FEMA Categories B – G and spearheading the City's effort to file insurance claims for an additional \$30 million in losses. The project will require the submission of more than 100 project worksheets and the review of dozens of insurance claims.

Also, in support of the City's long term recovery efforts Thompson is providing grant application development and program management for projects to be funded by several different federal grant

programs including FEMA's PA and HMGP programs and HUD's CDBG program. The City prioritized projects from their Hazard Mitigation Plan which included the acquisition and demolition of substantially damaged properties, design and construction of community safe rooms and the development of an early warning alert system to notify the public of potential danger. In this effort, Thompson provided a full spectrum of services by not only supporting the City in their application development, but also provided engineering expertise to design community safe rooms.

### Calhoun County, Alabama

May - December 2011

Tornado Debris Removal Monitoring

Contact: Faye Robertson



Thompson Consulting Services was engaged by Calhoun County (County) to provide disaster debris removal monitoring in areas of the County devastated by F-4 and F-5 tornados. The powerful storm downed power lines and trees and destroyed hundreds of homes. Within hours of a notice to proceed, Thompson Consulting Services deployed a field management team to train and on-board debris monitors in the impacted area.

Thompson Consulting Services monitored public ROW collection of vegetative and construction and demolition (C&D) debris, as well as administered and monitored contracted debris removal from private property through a ROE program as part of Operation Clean Sweep, an expedited private property debris removal program implemented by FEMA and the Alabama Emergency Management Association. With the assistance of Thompson Consulting Services, Calhoun County was one of the first communities in the State to implement such a program.

### AL Department of Conservation and Natural Resources

May – October 2011

Tornado Recovery Management & Debris Removal Monitoring

Following the crippling tornados of April 2011 throughout central and northern Alabama, Thompson Consulting Services was engaged by the Alabama Department of Conservation and Natural Resources (ADCNR) to assist it with assessing the damages left by the storm and implementing a program to restore the Guntersville, Buck's Pocket and Morgan's Cove State parks to their pristine condition. The magnitude of the damage was almost incomprehensible with the camp grounds being totally destroyed, bath and shower facilities completely displaced, and significant damage to its chalets, cabins and lodge facilities.

In addition to the infrastructure damage, ADCNR was faced with the necessity to remove massive amounts of debris from its roadways, trail system and fire lines. To accomplish this monumental task, ADCNR called on Thompson Consulting Services to provide it with debris removal monitoring and management services. At its peak, ADCNR's debris removal contractor mobilized 90 crews that required monitoring and documentation of work completed.

### United States Army Corps of Engineers, Vicksburg District\*

2005 - 2006

Hurricane Recovery Management & Debris Removal Monitoring

Thompson Engineering provided 240 debris monitoring inspectors to support the Hurricane Katrina recovery effort in multiple counties in southern Mississippi. Thompson mobilized 100 Inspectors in 3 days and reached the Corps staffing goal of 250 within the timeframe established by the mission managers. Thompson debris removal monitoring responsibilities included daily quality assurance inspection, load ticket preparation, daily

reports, by County, and project record keeping. Thompson inspectors monitored the collection of over 7M cubic yards of debris throughout the mission. Thompson also served as a liaison between the USACE, state agencies, and county representatives to report debris removal progress and resolve issues in the field. There were no FEMA reimbursement issues on this project.

*\*Over 1,000,000 cubic yards*

**United States Army Corps of Engineers (USACE), Mobile District\*** 2005 - 2007

Hurricane Disaster Debris Removal Monitoring

Contact: Ralph Lowe



In support of the Hurricane Katrina, Thompson Engineering provided 85 QA inspectors in the Mobile County, Alabama area. Upon award of each Task Order, Thompson mobilized, trained, and deployed monitoring personnel within three days. Our personnel were in the field receiving training before the paper work was finalized. The work supported the debris clearance, removal and reduction missions for Hurricane Katrina recovery efforts in Alabama. Services included identification of unit quantities of debris to be hauled, identification of unit quantities and daily reports. Debris hauling and reduction operations were performed 12 hours per day, 7 days per week. Thompson successfully met each task order and exceeded the mobilization requirements for each. There were no FEMA reimbursement issues on this project.

*\*Over 1,000,000 cubic yards*

**References**

The following references, which Thompson has provided services to in the last three (3) years, can attest to the versatility of Thompson and the capabilities that we maintain in debris monitoring and disaster related services. We believe the highest praise a consultancy can receive is that of a recommendation from a previous or current client.

- |   |  |
|---|--|
| <p>1. Calhoun County, Alabama</p> <p>Disaster Debris Removal Monitoring &amp; Recovery Management</p> <p>Faye Robertson<br/>(256) 241-2808<br/><a href="mailto:froberts@calhouncounty.org">froberts@calhouncounty.org</a></p>   | <p>May – December 2011</p> <p>1702 Noble Street<br/>Anniston, Alabama 36201</p>      |
| <p>2. AL Department of Conservation and Natural Resources</p> <p>Recovery Operations Management &amp; Debris Removal Monitoring</p> <p>Terry Boyd, P.E., Chief of Engineering<br/>(334) 242-3476<br/><a href="mailto:Terry.Boyd@dcnr.alabama.gov">Terry.Boyd@dcnr.alabama.gov</a></p> | <p>May – October 2011</p> <p>64 N. Union St., Ste. 469<br/>Montgomery, AL 36130</p>  |
| <p>3. City of Tuscaloosa, Alabama</p> <p>Disaster Grants Management</p> <p>Derek Reeves<br/>(205) 248-5175<br/><a href="mailto:dreeves@tuscaloosa.com">dreeves@tuscaloosa.com</a></p>   | <p>May 2011 – Present</p> <p>2201 University Blvd.<br/>Tuscaloosa, Alabama 35401</p> |

**4. Virginia Department of Transportation**

August – October 2011

Disaster Debris Removal Monitoring (Sub-contractor to Tidal Basin Government Consulting)

Jim Schumann  
(202) 380-6644[jschuman@tidalbasin-gc.com](mailto:jschuman@tidalbasin-gc.com)

300 North Washington Street, Suite 505

Alexandria, Virginia 22314

**5. Clark County, Indiana**

March – May 2012

Debris Monitoring and Disaster Recovery Consulting

Commissioner Les Young  
(502) 639-1749[les@inpipein.com](mailto:les@inpipein.com)

501 E Court Avenue #404

Jeffersonville, IN 47130

**6. Terrebonne Parish, Louisiana**

August – October 2012

Disaster Debris Removal Monitoring &amp; Recovery Management

Clay Naquin  
(985) 873-6739  
[cnaquin@tpcg.org](mailto:cnaquin@tpcg.org)301 Plant Road  
Houma, LA 70363**7. Hancock County, Mississippi**

September 2012

Disaster Debris Removal Monitoring

Brian Adam, EMA Director  
(228) 466-8201  
[hcema1@att.net](mailto:hcema1@att.net)854 Hwy 90  
Bay St. Louis, MS 39520**8. Jackson County, Mississippi**

August – October 2011

Disaster Debris Removal Monitoring

Brian Fulton, County Administrator  
(228) 769-3088  
[brian\\_fulton@co.jackson.ms.us](mailto:brian_fulton@co.jackson.ms.us)2915 Canty Street  
Pascagoula, MS 39568**9. City of Denham Springs, Louisiana**

September 2012

Disaster Debris Removal Monitoring

Paeton Burkett  
(225) 667-8328  
[paeton@cox.net](mailto:paeton@cox.net)Post Office Box 1629  
Denham Springs, Louisiana 70727**10. City of Hoboken, New Jersey**

November 2012 - Present

Disaster Debris Removal Monitoring and Public Assistance Services

Leo Pellegrini, Director  
(201) 420-2012  
[lpellegrini@hobokennj.org](mailto:lpellegrini@hobokennj.org)94 Washington Street  
Hoboken, NJ 07030

# Tab 5

## PROJECT UNDERSTANDING & APPROACH

### Our Understanding

The City of Lake Worth (City) is located along the Atlantic Ocean and the Lake Worth lagoon in Palm Beach County. The City’s proximity to warm tropical water makes it imperative for the City to maintain a high level of all hazards disaster awareness and preparedness. Consequently, the City is seeking proposals from qualified Consultants to provide debris monitoring support on a stand-by, as needed basis to comply with the following agency grant programs and requirements:

- Federal Emergency Management Agency (FEMA) Public Assistance (PA)
- Federal Highway Administration (FHWA) Emergency Relief (ER)
- US Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS)
- US Department of Housing and Urban Development (HUD)
- US Fish and Wildlife
- All other applicable state and local ordinances

Given the geographic location and landscape of the City, the table below summarizes the impact a Category 3 storm could have on the City:

Table 5-1: Disaster Impact and Recovery Estimates

Description	Quantity
Vegetative Debris	550,000 Cubic Yards
C&D Debris	100,000 Cubic Yards
Total Debris	650,000 Cubic Yards
Required Land Area for Debris Management Sites	50 Acres
Estimated Time to Complete Debris Removal	90 Days

With our corporate headquarters in Lake Mary and support field branch offices located throughout Florida, Georgia, Alabama, Mississippi, and Louisiana, Thompson is strategically located and uniquely qualified to quickly mobilize a debris management and FEMA PA grant administration team to address the City’s needs and begin monitoring and documenting emergency push and debris removal activities performed by City force account and contractor equipment.

The following table summarizes the resource requirements necessary to responsibly respond to the City’s RFP and monitor and document work performed by the City’s debris removal contractors.

Table 5-2: Recovery Personnel and Resources Estimates

Description	Estimated Quantity	Thompson Capacity
Collection Monitors	20	>1,500

Description	Estimated Quantity	Thompson Capacity
DMS Monitors	3-4	>100
Field Supervisors	2	>100
Truck Certifications	125	10,000
Load Tickets	18,440	500,000
Unit Rate Tickets	14,750	250,000

## Approach

Within 12 hours of a notice-to-proceed/task order, the Thompson project manager and other key personnel will meet with City officials at the City's Emergency Operation Center to assist with documenting emergency debris removal operations and organize the Contractor mobilization. Concurrently, Thompson will deploy a debris management and FEMA Public Assistance grant administration team to assist the City's recovery efforts and operations. Thompson's project understanding and approach to assisting the City in disaster debris monitoring operations and the associated management and accounting requirements is detailed in the following sections. The table below provides an overview of our approach and associated deliverables.

Table 5-3: Project Approach and Deliverables

Task / Mobilization Time	Description
<b>1. Program Management</b>	
– 72 hours prior to incident	– Program Management Team will be tailored to address the City's disaster specific needs.
<b>2. Debris Removal Procurement Review</b>	
– Conducted prior to incident	– Thompson will review debris removal procurements upon award of pre-positioned contract with the City.
<b>3. Debris Program Implementation</b>	
– 12-24 hours following notice to proceed (NTP)	– Thompson will prepare programs to address the specific needs of the City such as parks debris removal, leaner/hanger removal program, emergency storm drain debris removal, and emergency de-watering from low lying areas.
<b>4. Onboarding and Training of Employees</b>	
– 12-24 hours following NTP	– Thompson will work to identify and hire local residents to onboard and train to be debris monitors.
<b>5. Health and Safety Plan Implementation</b>	
– 12-24 hours following NTP	– Health and Safety Plan will be periodically reviewed and updated to address any disaster specific hazards.
<b>6. Measure and Certify Trucks by FEMA 327 Standards</b>	
– 12-24 hours following NTP	– Thompson will perform truck certification simultaneous to monitoring emergency road clearance. Peak truck certification occurs during the first week of debris removal operations. Thompson will perform "spot field audits" and recertify trucks throughout the debris removal operation.

Task / Mobilization Time	Description
7. Document Emergency Road Clearance	
– 12-24 hours following NTP	– Emergency road clearance is eligible for Category B FEMA Reimbursement on a time and materials basis for 70 working hours.
8. Deploy Loading Site Collection Monitors	
– 24-48 hours following NTP	– Thompson will deploy collection monitors based on the debris removal contractor's mobilization and certification of trucks. Truck must be certified prior to beginning collection operations.
9. Deploy Debris Management Site Monitors	
– 24-48 hours following NTP	– Thompson will deploy two (2) DMS Monitors per site. DMS must have all necessary emergency environmental permits prior to handling storm generated debris.
10. Deploy Field Supervisors / Field Supervisors	
– 24-48 hours following NTP	– Thompson will deploy one (1) Field Supervisor for every ten (10) collection monitors to appropriately supervise collection operations. The 1:10 supervisor to monitor ratio is encouraged in FEMA 327.
11. FEMA Consultation	
– Scheduled after applicant kickoff	– Applicant kickoff generally takes place within one week of disaster event.
12. Monitor the Removal of Leaning Trees, Hanging Limbs, and Hazardous Stumps	
– 2-3 weeks after debris removal operations begin	– Thompson is prepared to expedite the program based on availability of specialized tree equipment. GPS coordinates and photos will be taken for tree work.
13. Monitor The Removal of Storm Generated Debris From Storm Drains and Catch Basins	
– 2-3 weeks after debris removal operations begin	– Thompson is prepared to deploy staff to work with the City and FEMA to identify storm impaired drainage infrastructure and develop a program to remove debris from storm drains and catch basins.
14. Monitor The Removal Of Debris/Sand from Navigable Waterways and Environmentally Sensitive Water Bodies.	
– TBD – Based on input from USACE, FDEM and FEMA	– Thompson management staff has experience with the operational methods to properly document removal of debris from waterways and beaches
15. Monitor the Removal of Abandoned Vessels	
– TBD – based on input from FDEM and FEMA	– Thompson management staff has experience with the operational methods to properly document removal of abandoned and destroyed vessels.
16. Ordinance Review to Determine Best Method to Perform Private Property Debris Removal (PPDR)	
– 2-3 weeks after debris operations begin (subject to need)	– Thompson management staff has experience analyzing and designing PPDR programs based on Voluntary/Right-of Entry, Imminent Danger of Collapse, and Public Nuisance Programs.
17. Private Property Debris Removal Monitoring	
– TBD – based on input from FDEM and FEMA	– PPDR programs may include vegetative and C&D debris, as well as leaners, hangers, stumps, and structural demolitions.
18. Accumulate Daily Field Data	

Task / Mobilization Time	Description
– 48 hours following NTP	– Thompson will maintain field data for all debris recovery programs monitored.
19. Reconcile Contractor Invoices	
– 1 week after removal operations begin	– Thompson will comply with the invoicing and payment term in the debris removal contract.
20. Develop FEMA Project Worksheets	
– On-going throughout recovery operation and based on need	– Thompson will prioritize Category A and B Project Worksheets and provide support to the City with Permanent Work (Categories C-G) Project Worksheets upon request.
21. Public Information Support	
– On-going throughout recovery operation	– Thompson will mobilize the necessary personnel and equipment to operate a call center.

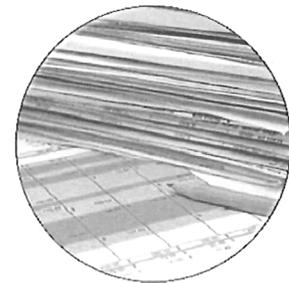
### 1. Program Management



Thompson is committed to providing the City with a team of debris management and FEMA PA experts to supply debris monitoring and grant administration support following a future debris generating event such as a hurricane or tropical storm. The Thompson debris monitoring and grant administration support team will ensure that debris removal from public access roads, Rights-of-Way (ROW), parks, lakes, and other City maintained property performed by the City and its contractors is properly documented to substantiate FEMA PA, FHWA ER, and NRCS funding.

### 2. Debris Removal Procurement Review (If Required)

Thompson understands that the City may secure one or multiple stand-by debris removal contracts to remove debris from public access roads, Rights-of-Way (ROW), and other City maintained property following a debris-generating disaster event. Upon review of the City’s procurement process, and subject to proper procurement by the City, Thompson will assemble the City’s procurement documents to substantiate an eligible, compliant procurement process to FDEM and FEMA. This will help the City develop a debris removal Project Worksheet based on an estimated project total within days of project initiation, which in turn will begin obligating FEMA Category A funding to the City.



### 3. Debris Program Implementation

Prior to an event and at the request of the City, Thompson management staff will work in conjunction with the debris removal Contractor to develop collection routing plans using the City’s GIS layers and our advanced mapping capabilities. All plans will be submitted to the City for review and approval. This will ensure a cohesive, well organized approach to debris removal upon activation following a hurricane or other debris generating event. In addition Thompson is prepared to assist with the review and/or design and development of a disaster debris management plan (DDMP) that meets all applicable FEMA requirements.

The Thompson debris management and FEMA PA grant administration team will oversee start-up procedures and execute the scope of work requested by the City. Thompson will work with the City's debris removal contractors to determine the number of debris removal crews to be deployed and use this projection to immediately begin deploying and/or onboarding the appropriate number of collection, DMS, and Field Supervisor or field supervisor staff. Parallel to staff onboarding efforts, Thompson will begin the process of measuring and certifying trucks by FEMA standards and City-wide damage assessment in order to create FEMA Project Worksheets (PW's). During the Program Implementation phase, Thompson will assist the City with the preparation of specialized programs necessary to address immediate needs of the City such as:



**Debris removal from City parks and preserves:** Thompson's management team is experienced in a variety of programs designed to remove storm generated debris from parks and environmentally sensitive habitats, including lakes and creeks. The precipitation that characterizes tropical storms and hurricanes coupled with strong winds could deposit thousands of cubic yards of debris into parks and City maintained bodies of water. Leaners and hangers and debris strewn on accessible walking, biking, and recreational trails present an immediate safety hazard for local residents and visitors alike. Furthermore, storm generated debris could impair natural drainage in lakes and streams and create an elevated flood risk. Prior to an event, Thompson will review the City's existing maintenance records to ensure compliance with FEMA regulations. To the extent necessary, Thompson will coordinate with NRCS and FEMA to ensure expeditious debris removal from park lakes and streams to mitigate the risk of flood and additional damage to property and threat to public health and safety. The Thompson team is practiced in the operational methods necessary to effectively locate and remove debris from water bodies and sensitive animal and vegetative habitats in accordance with all local, state, and federal environmental regulations.

#### 4. Onboarding and Training of Employees

To the extent possible and in the spirit of the Stafford Act, *Thompson will identify, recruit, onboard, and train City residents to participate in the City's recovery efforts as debris monitors.* This effort will help residents participate in the City's recovery efforts with a meaningful impact and earn a competitive hourly wage.



In accordance with FEMA 327 Debris Monitoring Guide, Thompson will train debris monitors, City employees, and other project stakeholders to have a complete understanding of the roles and responsibilities of the debris manager, including:

- Accurate and objective debris estimating techniques
- Process for determining debris eligibility: (1) threat to public health/safety, (2) direct result of the disaster event, and (3) existing in the public right-of-way
- A comprehensive understanding of all phases of debris management operations, including loading sites, Debris Management Site's (DMS), and final disposal locations
- The ability to differentiate between debris types
- Understanding of Collection Site and DMS safety procedure
- Understanding of the Thompson Field Health and Safety Plan

- Understanding of the terms, conditions, and scope of the City debris removal contract and other disaster specific guidance provided by FDEM, FEMA, and the City
- Understanding of other duties as outlined in Attachment "A" Scope of Work

## 5. Health and Safety Plan Implementation

Thompson will prepare and implement a Health and Safety Plan (HASP) that outlines site-specific precautions to be taken to avoid and mitigate the risk of hazards associated with work performed in the elements, around heavy equipment, near tree work, and close to vehicle traffic. The HASP will outline that work performed on the project shall comply with all applicable OSHA, State of Florida, and all other safety requirements provided by FEMA and its authorized contractors. Thompson will also provide the following personal protective equipment to collection, DMS, and Field Supervisors:

- Hard hat
- Reflective vest
- Safety glasses
- Hearing protection

In addition, Thompson will ensure that all collection, DMS, and Field Supervisors report to work with the following personal protective equipment and communication equipment:

- Cell phone
- Protective shoes
- Long pants
- Hot, cold, and/or wet weather gear
- Sunscreen and supply of bottled water

## 6. Measure and Certify Trucks by FEMA 327 Standards

Thompson will check-in, inspect, measure, record, and label trucks and other equipment so that debris removal operations can be recorded and substantiated in accordance with the terms, conditions and unit rates in the City's debris removal contracts and/or record force account equipment information in compliance with FEMA standards. In order to comply with these standards, Thompson will observe and record the following information during truck certifications:

- Valid driver's license of truck operator
- Valid truck registration and insurance
- Volumetric capacity of the inside of the loading container
- Calculated deductions of volumetric capacity for dog boxes, round container bottoms, and other volumetric capacity reductions
- Brief physical description of the truck
- Photographs of the truck, container, and driver



Thompson will assign a unique identification number to each truck and a placard with the truck number will be affixed to each side of the debris removal truck.

## 7. Document Emergency Road Clearance

Immediately following the safe passage of a hurricane or debris generating event, Thompson will work with the City to document emergency road clearance operations. FEMA will typically reimburse an

applicant on a time and materials basis for 70 working hours for force account and contract personnel and equipment necessary to clear roadways of debris, restore passage for emergency vehicles, and open critical transportation routes. Thompson will ensure that these critical protective measures performed by City employees and contractors are captured and documented for Category B reimbursement. During Emergency Road Clearance operations, Thompson will complete the following:

- Assign asset numbers and placards to equipment performing Emergency Push work that corresponds to the proper contract rate code for the equipment
- Document Time and Materials work on customized Thompson Time and Materials Forms. Documentation will include date and time, equipment number, disaster number, operational period (down or lost time will be carefully noted, and roadways cleared.
- Maintain daily logs of work performed
- Identify hot spots, downed power lines, and other hazards and report to appropriate agency
- Compile a daily report of roads cleared, hot spots and other hazards for the review of the City Debris Manager
- Perform truck certification of hauling vehicles mobilized by the Contractor to perform ROW debris collection and tree, limb, and stump removal
- Reconcile contractor invoice for emergency push and prepare a finalized data set to support a Category B Project Worksheet

#### 8. Deploy Loading Site Collection Monitors



Thompson will deploy a loading site debris removal collection monitor for each mechanized piece of loading equipment deployed by the debris removal contractor (if contracted) unless multiple debris loading operations can be safely and substantially observed and documented by a single monitor. The Collection Monitor's primary responsibility is to observe, document, and substantiate the removal of eligible storm debris from City ROW and other collection zones identified and approved by the City. Collection Monitors will be equipped with reliable transportation, cell phone or other communications equipment, digital camera, digital video, and other necessary equipment to safely perform the collection monitor functions. All Collection Monitors will speak English, be at least eighteen (18) years of age, pass a drug test and motor vehicle record check, and have a valid driver's license issued in the United States. The Thompson collection monitor will be responsible for:

- Ensuring that only eligible debris is removed for loading and hauling from approved public areas
- Recording the time, date, disaster number, truck number, and loading location
- Ensuring that debris loads are contained properly in the loading container prior to the departure of the truck from the loading location to the DMS
- Checking for safety considerations and areas of potential problem (school zone, utility meters, mailboxes, etc.) and reporting potential issues the Thompson Field Supervisor
- Recording and reporting any damages caused to streets, curbs, utility meters, mailboxes and other public property as a result of debris removal operations

To the extent that the City chooses to conduct debris removal operations solely with force account resources, Thompson will adjust the monitoring effort to adequately document and substantiate eligible work performed.

#### 9. Deploy Debris Management Site Monitors

Thompson will deploy Debris Management Site (DMS) Monitors to staff both the temporary and final DMS locations throughout the City. If a major debris generating event impacts South Florida, debris that cannot be recycled may need to be reduced, hauled and disposed of at landfills outside of the City. Thompson is prepared to help the City and work with the City's debris removal contractor to identify recycling alternatives for debris and locate permitted disposal options. In the event of future activation by the City, Thompson will provide an inspector at all final disposal sites where City debris is hauled in order to confirm and document legal debris disposal for the City's records to substantiate funding and to satisfy future state and federal audits.



DMS Monitors are responsible for completing the load transactions and recording debris volumes for loads that have been transported to the DMS for processing and storage or final disposal. DMS Monitors will be equipped with reliable transportation, cell phone or other communications equipment; digital camera, digital video, and other necessary equipment to safely perform the DMS monitor functions. DMS Monitors will speak English, be at least eighteen (18) years of age, pass a drug test and motor vehicle record check and be capable of climbing a ten foot ladder. DMS Monitors are responsible for observing and recording the following information:

- Debris classification
- Debris load call/volume estimation
- Truck unloading time and date
- Spot check photographs of loads before and after unloading as a Quality Assurance measure for load call methodology and to insure that trucks are completely unloaded at the DMS
- Confirming participant eligibility and maintaining disposal documentation at City designated Public Drop-off Sites
- Record load information from municipalities that utilize City debris management sites
- Ensuring site safety and security

#### Debris Disposal Diversion

Thompson will work with the City, its debris removal contractor(s), FDEM, and FDEP to develop a recycling/debris diversion plan that minimizes the amount of potentially recyclable debris that is disposed of at landfills. Thompson will analyze waste to energy and land application options and make a recommendation to the City at the time of the event. The City's options for debris diversion will be impacted by the size and severity of the event, and the subsequent market saturation of mulch, soil, concrete, and metal.

#### 10. Deploy Field Supervisors



Thompson will deploy the appropriate number of Field Supervisors to efficiently and effectively oversee, document, and substantiate debris removal efforts. Field Supervisors will be equipped with reliable transportation, cell phone or other communications equipment, digital camera, digital video, and other necessary equipment to safely perform the Field Supervisor functions. All Field Supervisors will speak English, be at least eighteen (18) years of age, pass a drug test and motor vehicle record check, and have a valid driver's license issued in the United States. Typically, Thompson will assign one (1) Field

Supervisor for every ten (10) collection monitors or a minimum of one (1) Field Supervisor for each City debris pickup zone. Field Supervisors will:

- Be prepared to operate a minimum of 12-14 hours per day, 7 days per week
- Attend a one half day debris monitoring training session facilitated by Thompson and approved by the City
- Verify that only eligible debris is being removed from designated public ROW and public property within assigned pickup zones in the City
- Maintain regular communication with and ensure that collection monitors are authorizing the collection and removal of eligible debris from approved public areas
- Confirm the completeness and accuracy of load tickets and field documentation generated by Thompson field staff to substantiate debris removal operations (if paper based system is utilized)
- Perform other duties at the direction of the debris management team and/or the City debris manager

## 11. FEMA Consultation

Thompson will serve as a liaison between the City, FDEM and FEMA to document and demonstrate that debris removal, response and recovery activities are eligible, allowable, and in compliance with the following FEMA publications:

- FEMA 321 Public Assistance Policy Digest (FEMA 321)
- FEMA 322 Public Assistance Guide (FEMA 322)
- FEMA 323 Applicant Handbook (FEMA 323)
- FEMA 325 Debris Management Guide (FEMA 325)
- FEMA 327 Debris Monitoring Guide (FEMA 327)
- FEMA 329 Debris Estimating Guide (FEMA 329)

Thompson will work with the City, FDEM, FEMA Region 4, and FEMA Headquarters to facilitate a transparent, well documented partnership throughout the recovery effort. This will allow Thompson to integrate Disaster Specific Guidance (DSG) issued from FEMA into the City's debris removal efforts, and pro-actively create a positive working relationship with participating stakeholder regulatory agencies.

To the extent necessary, Thompson will provide the City with first and second appeal support for unfunded or de-obligated disaster related projects or initiatives that the City and Thompson mutually agree may be determined eligible by FEMA based on a re-review of existing project documentation or other review of new information presented to substantiate the eligibility of the project.



## 12. Monitor the Removal of Leaning Trees, Hanging Limbs, and Hazardous Stumps

Thompson is fully prepared to deploy the appropriate number of monitoring and inspection personnel to thoroughly document the removal of leaning trees, hanging limbs, and hazardous stumps that pose a threat to the health and welfare of City residents in compliance with FEMA 325 and 327. Furthermore, Thompson will ensure that hazardous stumps are pre-approved by FEMA and that the stump removal process is documented to include before and after photographs and GPS coordinates. For hazardous

tree and limb removal from parks, Thompson will work with the City's arborist to develop a scope of work that meets FEMA 325 and 327 eligibility criteria and eliminates the safety hazards posed to the City's residents. The Thompson leaner, hanger, and stump monitor will be responsible for:

- Ensuring that only eligible leaners, hangers, and stumps are removed as defined by FEMA 325 from approved public areas
- Recording the date, GPS location, physical address, and time that the work was performed
- Measuring the eligible tree work in accordance with the City's contract
- Photo documenting the work performed to facilitate an audit ready paper trail for FEMA review



### 13. Monitor the Removal of Storm Generated Debris from Storm Drains and Catch Basins

The precipitation that characterizes tropical storms and hurricanes coupled with high winds could sweep thousands of cubic yards of debris into the City's storm drains and catch basins which could cripple drainage infrastructure and overwhelm City resources. To the extent necessary, Thompson management staff will review existing maintenance records to ensure compliance with FEMA reimbursement and work with the City, the City's contractors, FEMA, FDEM, and FDEP to expeditiously remove storm generated debris from City storm drains to eliminate the imminent threat of flood due to congested surface and subsurface drainage systems. Storm Drain monitors will be responsible for:

- Ensuring that only eligible debris is removed as defined by FEMA 325 from approved public areas
- Recording the date, GPS location, physical address, and time that the work was performed
- Measure the eligible debris removal in accordance with the City's contract (i.e. linear foot)
- Photo documenting the work performed to facilitate an audit ready paper trail for FEMA review

### 14. Monitor the Removal of Debris from Navigable Waterways and Environmentally Sensitive Water Bodies



Thompson is experienced in a variety of programs designed to remove storm generated debris from waterways, estuaries, and other environmentally sensitive coastal ecosystems including beaches. This debris creates an immediate threat to public health and safety as submerged and subsurface debris presents a collision risk for boaters in shallow water and a safety hazard for activities that drive the local economy such as swimming, fishing, and various beach recreations. Furthermore, storm generated debris and displaced sand impairs natural drainage throughout the canals and creates an elevated flood risk throughout the affected area. Thompson is practiced in the operational methods necessary to effectively locate and remove debris from sensitive water systems in accordance with all local, state, and federal environmental regulations.

Thompson is prepared to deploy the appropriate number of monitoring and inspection personnel to thoroughly document the removal of waterway debris in accordance with:

- Ensuring that debris identified for removal under emergency program have been preapproved by Applicant, FDEP, NRCS, US Coast Guard and FEMA.
- Recording the date, GPS location, maritime/beach location, and time that the work was performed

- Photo documenting the work performed to facilitate an audit ready paper trail for FEMA review

### 15. Monitor the Removal of Vessels

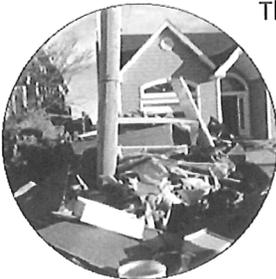
Thompson is practiced in the operational methods necessary to effectively monitor and document vessel removal in accordance with all local, state, and federal environmental regulations.

Thompson process to thoroughly document the removal of vessels will include:

- Compliance with procedures for abandoned, sunken, and washed up vessels set forth by the Florida Fish and Wildlife Conservation Committee (FWC)
- Proper owner notifications based on hull or boat identification number
- Ensuring that vessel identified for removal under emergency program have been preapproved by Applicant, FDEP, NRCS, US Coast Guard and FEMA
- Recording the date, GPS location, registration number, maritime/beach location, and time that the work was performed
- Photo documenting the work performed to facilitate an audit ready paper trail for FEMA review



### 16. Ordinance Review to Determine the Best Method to Perform Private Property Debris Removal



Thompson's proposed management team has previous experience with reviewing local ordinances and designing a private property debris removal (PPDR) program that demonstrates and documents that local governments have the legal authority (and FEMA eligibility) to perform a variety of debris removal programs on private property. We have performed comprehensive PPDR ordinance feasibility reviews and PPDR program implementation in Florida, Mississippi, Louisiana, and Alabama. In order to ensure that the PPDR program is successful, Thompson will have the following objectives during ordinance review:

- Identify an ordinance that clearly grants the City with the authority to enter private property to remove and dispose of debris, such as a nuisance abatement or public nuisance ordinance. This is critical in order to establish legal authority and FEMA eligibility.
- Establish a multi-step process to ensure that all proper notifications are made to property owners.
- Develop a public outreach plan to ensure that City residents in need are able to participate in the program.

### 17. Private Property Debris Removal Monitoring

Upon review and approval of a proposed PPDR program by FDEM and FEMA, Thompson will implement and document the program to maximize available reimbursement. PPDR programs may include:

- Vegetative, construction and demolition (C&D), and mixed waste debris removal
- Residential and commercial structural demolitions

- Leaner, hanger, and stump removal

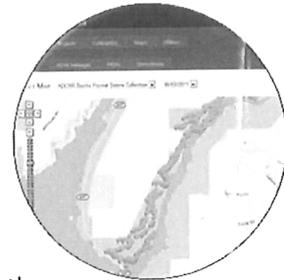
In managing, monitoring, and documenting PPDR programs, Thompson will develop a property identification number for each property. Each property will have a PPDR “packet” that documents the following information:

- Ordinance granting legal authority under which the private property debris removal work was performed
- Documentation of all necessary actions taken to satisfy the requirements of the ordinance
- Notification to property owner
- Posting on property
- Executed Right-of Entry Agreement
- FEMA/FDEM Approval
- FEMA Historic Preservation (HP) review and approval
- Documentation of asbestos abatement (if necessary)
- Documentation of utility disconnections (if necessary)
- Site schematic documenting eligible work performed
- Before/after photographs
- Property close-out documentation

### 18. Accumulate Daily Field Data

Thompson will accumulate daily debris collection and disposal information into an electronic disaster debris data management system that summarizes debris quantities to include collection and disposal information by date, debris type, collection zone, and collections and disposal location.

Thompson will plot daily collection totals using GIS software and provide the City with a map of daily collection operations and cumulative debris removal to date. Thompson’s graphical reporting tools can provide the City with the collection information needed to make critical decisions and report progress to the public.



In addition the Thompson data management system will serve as an electronic clearinghouse for photographs, scanned images, and other field reports developed to document the debris removal operation.

### 19. Reconcile Contractor Invoices

Thompson will perform a thorough review and reconciliation of contractor invoices submitted to the City. In order for contractor payments to be verified as accurate and correct Thompson enters truck certification, load transactions and unit rate transactions into its database independently from the contractor. When the debris removal contractor submits an invoice for debris removal services rendered, Thompson utilizes the serialized document number to reference the record and all corresponding fields against the Thompson database. The reconciliation will include a review of the collection date, time, and location, as well as the debris volume, disposal time and location submitted by the Contractor against the data maintained by Thompson on behalf of the City. If a discrepancy is identified between the contractor invoice data and Thompson’s records the source document will be reviewed in order to determine the party in error. Upon completing the verification of each record being claimed for payment, Thompson will render a payment recommendation to the City. Thompson will review and reconcile Contractor invoices within five (5) calendar days of City receipt.

## 20. FEMA Public Assistance Consulting and Project Worksheet Development

Upon request, Thompson will assist the City with developing Project Worksheets (PWs) and necessary documentation to substantiate cost claims to FEMA for the Public Assistance (PA) program. Thompson will deploy consultants to coordinate PA operations with FDEM and FEMA officials and prepare small and large project PWs to capture eligible costs incurred by the City. Throughout the PA process, Thompson carefully tracks all associated labor and expenses in accordance with FEMA DAP 9525.9, outlining eligibility requirements for reimbursement of Direct Administrative Costs (DAC), allowing the City to be reimbursed for the majority of Thompson's PA Consulting costs. Thompson's primary tasks associated with PW development include the following:



- Sub-applicant Site Identification
- Immediate Needs
- Listing Data Collection and Dissemination
- Financial Compliance Review
- Other Funding Anticipation
- Site Visits
- Project Description Development
- Project Scope Development
- Project Cost Estimation and Documentation
- Alternate Site Project Request
- Site Improvement Project Request
- PW Writing
- Additional Documentation Requests
- Alternate Projects Development
- Improved Projects Development
- Hazard Mitigation Consultation
- Direct Administrative Cost (DAC) Recovery

The tasks above will be conducted in order to develop and submit Project Worksheet form FF 90-91 and required backup information to include: category of work, damage description, scope of work, cost figures and supporting schedules, photographs, GPS coordinates, and other substantiating information required by FEMA 323 and in accordance with FEMA Disaster Assistance Policy 9525.9.

In addition to PW development, Thompson can assist the City in managing the PA process through close-out and audit. Following a large disaster event, proper PA program administration is critical to retaining obligated funding and expediting the grant management process. Through cooperation with FDEM and FEMA, Thompson is prepared to fulfill a variety of post-award grant management roles.

- Project Payment Requests
- Project Cost Reconciliations
- Interim and Final Project Inspections
- Evaluating/Estimating Cost Overruns
- Preparing PWs for Cost Adjustments
- Appeal and Audit Support
- Other Program Management/ Closeout Activities

## 21. Public Information Support

Following a disaster event, Thompson will mobilize the necessary personnel and equipment to operate a call center. The purpose of the call center is to inform the public by providing a consistent message regarding City programs and progress. Topics may include:

- Debris set-out guidelines
- Debris eligibility guidelines
- Right-of-Entry PPDR Program Requirements



- Information on First and additional debris removal passes by location/neighborhood
- Other pertinent program/disaster specific information.

### Data Management and Capabilities

The following information further outlines Thompson's data management operations and capabilities. Our scalable approach has been developed to accommodate both small and large scale activations and multiple debris removal contractors.

#### Data Management, Project Tracking, and Computer Accountability Programs

Thompson utilizes technology as integral part of its approach to providing debris removal monitoring services for purposes of quality assurance/quality control (QA/QC), contractor invoice reconciliation, and reporting. Each day Thompson electronically queries and reviews truck certifications, load transactions, and unit rate transactions. This data is then used for the following purposes.

##### Quality Assurance/Quality Control

A critical component of the debris removal monitoring firm's responsibilities is to identify and correct any impropriety that may occur in the debris removal process. To do this, Thompson leverages its data management system to provide QA/QC through standard data queries. Such queries and parameters include:

- Count of loads by collection truck
- Trip time per load
- Trip distance
- Average load call by truck
- Average load call by disposal monitor
- Count of loads by collection location

##### Reporting

The final tool employed by Thompson through its data and document management system allows us to timely report progress of debris removal to the City. This reporting tool is flexible and can be tailored to report debris removal by any number of parameters. In the past we have reported debris removal according to the following:

- Percent of total estimate complete
- By GIS grid
- By voting precinct
- By political district
- FEMA eligible versus state aid eligible
- By material type (vegetative, C&D, white goods, etc.)
- Quantity by TDSR

Thompson will review the QA/QC reports each day to identify anomalies. In most cases these anomalies are explained through investigations of circumstances surrounding the irregularity. Our experience has shown that the mere fact that debris removal contractors and monitors are aware that such metrics are being monitored deters impropriety.

#### Technical Capability of ADMS

Thompson has invested considerable resources in the development of its Thompson Data Management System (TDMS), a collection of hardware, software and communications infrastructure for the management of data and documents related to disaster recovery. TDMSweb is a web-based, Microsoft ASP.Net application running on SQL Server 2010, that serves as the backbone of the system for storage and data management while providing the end-user



with World Wide Web access for purposes of viewing, querying, sorting, reporting, mapping and managing project related data and documents. Thompson is able to control access to TDMSweb as well as access rights (read, read/write, etc.) via user credentialing.

TDMSmobile is Thompson's ADMS hardware and software solution that provides clients the option to manage and monitor debris recovery missions electronically. The TDMSmobile solution meets the USACE ACI standard for ADMS and is configured to document the following debris removal programs:

- Truck Certification
- Right-of-Way (ROW) Collection
- Tree Work (L/H/S)
- Private Property Debris Removal (PPDR)
- Demolitions
- Haul Out/Disposal
- Project Administration
- Monitor Management

TDMSmobile was designed with over 50 years and \$2.5 billion of industry knowledge and experience. The system provides near real time debris collection data to Applicants, Grantees, FEMA, FHWA, debris removal contractors, and others without disrupting the speed of the recovery.

### Project Management Methods

Thompson has provided a detailed technical approach that outlines communication, staffing protocols, data management, and program methodology above. This is a scalable approach to accommodate both small and large scale activations and multiple debris removal contractors.

### Schedule Control

As part of the Thompson technical approach, we developed a 90 day schedule and methodology to oversee the collection of 650,000 cubic yards of debris following a Category 3 hurricane. This is subject to change pending the actual severity of the event, and the special debris removal programs, including PPDR, that are required as a result of the potential storm. The Thompson response plans and schedules are dynamic, flexible, and scalable to address the challenges that we expect to be associated with responding to a future disaster situation.

### Proposed Meetings

The Thompson project team is prepared to meet with the City Debris Manager, City stakeholders, and representatives from FEMA, FDEM, FDEP, and FHWA on a daily basis at a time and location specified by the City. To the extent necessary, Thompson will help the City secure a meeting location. Thompson recommends that project stakeholders conduct a daily briefing while the EOC is fully operational and re-evaluate the frequency of meetings after the first 30 days of project operations.

### Methods for Communicating with City Emergency Staff & Teamwork Assignments

Throughout the project, the Thompson Project Manager will identify critical path functions that will require close coordination between the City and Thompson. These may include:

- Public Information
- Private Property Issues
- Special Needs Assistance
- Information on FEMA

- Damage reports and resolution

Thompson will identify a lead for each function to serve as a direct interface with the appropriate City staff on each issue. The Thompson team member will be available in person, by phone, or e-mail to communicate with the City and project stakeholders. To the extent that cellular connectivity is not available, Thompson will secure alternative communications methods (radios, satellite, etc.)

#### Ability to Supervise Multiple Crews and Sub-contractors

Thompson has a proven process to supervise multiple crews and sub-contractors. Thompson's data management software applications are designed to track the production and performance of the prime debris removal contractor by sub-contractor or crew. Typically, Thompson will assign a field supervisor to each sub-contractor or crew. However, in effort to save costs and streamline operations, in many cases and as appropriate, one field supervisor will be the point of contact for multiple crews. The field supervisor will help resolve disputes, answer eligibility issues, and provide general program guidance and report unresolved issues to the operations manager and prime contractor.

#### Availability of Resources

Thompson's command center is a Category 5 hurricane rated building. The structure is self-contained utilizing a Generac 100kW generator that is powered by natural gas. Thompson servers automatically revert to this power backup system seamlessly with no loss of power when an outage occurs. This enables our employees to continue to work and respond quickly to our clients in a disaster event. Our fiber optic-based communications are provided by Southern Light through a fiber loop that is also generator supplied during a power outage.

Thompson has provided disaster recovery services to various clients over the years. On past projects we haven't had any issues with supplying sufficient amounts of equipment and supplies. However, we do have pre-event contracts in place to provide additional supplies as needed within 24-hours.

The following items are supplied to field personnel prior to mobilization:

- **Safety Equipment:** Hard hats, safety glasses, and safety vests are provided to all personnel. All personnel are required to wear steel toed boots at their own expense. Field supervisors are provided medical kits.
- **Communication Device:** Blackberries, cell phones, and/or radios are provided to our field personnel based upon the project needs.
- **Laptops and Portable Printers / Scanners / Copiers / Fax Machines:** These items are provided to the Thompson Team's management personnel for use in vehicles or mobile command centers as needed.
- **Additional Field / Office Supplies:** All necessary forms and office supplies are kept in stock and provided prior to mobilization.

A listing of our office and field equipment is shown in the following table.

Table 5-4: Available Field Equipment

Field Equipment	Quantity	Field Equipment	Quantity
Computer – Desktop Station	175	Printers / Copier – Color Laser	19
Computer – Laptop	175	Printers – Black and White Laser	20

Field Equipment	Quantity	Field Equipment	Quantity
Air Card	18	Printer / Copier / Scanner / Fax- Portable	5
MiFi Access Point	7	Digital Cameras	100
Communication – Blackberries / Cell Phones	213	Handheld GPS Units	20
Communication – Radios	83	Boats (12' to 22')	6
Communication – Desktop Phones	350	Trucks	125
Printers – Wide Format Plotters	12	Trailers (8' to 48' – open and enclosed)	15

In addition, the Thompson's environmental personnel utilize air sampling pumps, peristaltic pumps for water sampling, hand augers for soil sampling, asbestos collection tools, latex gloves, safety goggles, face shields, respirators, and Tyvek suits as needed for testing and sampling of hazardous materials.

## Exhibit 5.1

# SAMPLE FIELD DOCUMENTS

<b>DEBRIS LOAD TICKET</b>		<b>TICKET #</b> 110000	
<b>Applicant:</b>		<b>Disaster #:</b>	
<b>Program:</b>		<b>Contractor:</b>	
<b>Truck #:</b>		<b>Capacity:</b>	
<b>Truck Driver Name:</b>			
<b>GPS Coordinates</b>			
N:		W:	
<b>House # :</b>	<b>Street / Load Origin:</b>	<b>Zone #:</b>	
<b>Debris Classification:</b>			
<input type="checkbox"/> <b>Burnable</b>		<input type="checkbox"/> <b>Mixed</b>	
<input type="checkbox"/> <b>Non Burnable</b>		<input type="checkbox"/> <b>Other _____</b>	
<b>Loading Time:</b>		<b>Loading Date:</b>	
<b>Loading Monitor Name (print):</b>		<b>Monitor I.D. #:</b>	
=====			
<b>Disposal Site:</b>			
<b>Load Size:</b>		<b>Weight (Tons):</b>	
<b>Disposal Time:</b>		<b>Disposal Date:</b>	
<b>Disposal Monitor Name (print):</b>		<b>Monitor I.D. #:</b>	
<b>Notes:</b>			

<b>UNIT RATE TICKET</b>		<b>TICKET #</b> 310000	
<b>Program:</b>		<b>Contractor:</b>	
<b>Truck #:</b>		<b>Capacity:</b>	
<b>GPS Coordinates</b> N:		W:	
<b>House # :</b>	<b>Street / Load Origin:</b>	<b>Zone #:</b>	
<b>Rate Code:</b>		<b>Photo #s:</b>	
<b>Unit Diameter:</b>		<b>ROE #:</b>	
<b>Backfill Requirements: L X W X H /27= Backfill CY</b>			
<b>Length</b>	<b>Width</b>	<b>Height</b>	<b>Backfill CY:</b>
<b>Loading Monitor Name (print):</b>			<b>I.D.#:</b>
<b>Drivers Name:</b>		<b>Loading Date:</b>	
<b>Disposal Time:</b>		<b>Disposal Date:</b>	
<b>Disposal Site:</b>		<b>Verified Diameter (whole inches):</b>	
<b>Disposal Monitor Name (print):</b>			<b>I.D.#:</b>
<b>Notes:</b>			

<b>HAUL OUT TICKET</b>		<b>TICKET #</b> 210000	
<b>Applicant:</b>		<b>Disaster #:</b>	
<b>Program:</b>		<b>Contractor:</b>	
<b>Truck #:</b>		<b>Capacity:</b>	
<b>Truck Driver Name:</b>			
<b>GPS Coordinates</b>			
N:		W:	
<b>House # :</b>	<b>Street / Load Origin:</b>	<b>Zone #:</b>	
<b>Debris Classification:</b>			
<input type="checkbox"/> <b>Burnable</b>		<input type="checkbox"/> <b>Mixed</b>	
<input type="checkbox"/> <b>Non Burnable</b>		<input type="checkbox"/> <b>Other</b> _____	
<b>Loading Time:</b>		<b>Loading Date:</b>	
<b>Loading Monitor Name (print):</b>		<b>Monitor I.D. #:</b>	
=====			
<b>Disposal Site:</b>			
<b>Load Size:</b>		<b>Weight (Tons):</b>	
<b>Disposal Time:</b>		<b>Disposal Date:</b>	
<b>Disposal Monitor Name (print):</b>		<b>Monitor I.D. #:</b>	
<b>Notes:</b>			

# TRUCK CERTIFICATION

	<b>Truck I.D.</b>
	750

## GENERAL INFORMATION

Applicant:	Disaster #	Primary Contractor:	
Sub-Contractor:	2nd Tier Sub (if applicable):	Date:	Time: <span style="float: right;">A P</span>
Driver Name:	License #	State:	Expiration:
Driver Phone:	Tag #	State:	Expiration:
Vehicle Type:	<input type="checkbox"/> Dump Truck <input type="checkbox"/> Hydraulic Dump Trailer <input type="checkbox"/> Non-hydraulic Dump Trailer <input type="checkbox"/> Semi-Trailer <input type="checkbox"/> Self-Loading Truck <input type="checkbox"/> Other: _____		
Features:	<input type="checkbox"/> Sideboards <input type="checkbox"/> Dog Box <input type="checkbox"/> Curved/Angled Sides/Floor <input type="checkbox"/> Tail Gate Extension <input type="checkbox"/> Wheel Wells <input type="checkbox"/> Other: _____		

## TRUCK MEASUREMENTS

Primary Interior Dimensions <sub>1</sub> :	L <sub>1</sub>	x W <sub>1</sub>	x H <sub>1</sub>	= V <sub>1</sub>	Inches (whole number)
--	----------------	------------------	------------------	------------------	--------------------------

### Modifications to Overall Interior Dimensions

Circle "+" for Addition or "-" for deduction

Type Code: A = Box Shape; B = Sideboards; C = Tail Gate Extension; D = Dog Box; E = Wheel Wells; F = Other

Type Code <sub>2</sub> :	L <sub>2</sub>	x W <sub>2</sub>	x H <sub>2</sub>	= V <sub>2</sub>	<input type="checkbox"/> +2	+ / -
Type Code <sub>3</sub> :	L <sub>3</sub>	x W <sub>3</sub>	x H <sub>3</sub>	= V <sub>3</sub>	<input type="checkbox"/> +2	+ / -
Type Code <sub>4</sub> :	L <sub>4</sub>	x W <sub>4</sub>	x H <sub>4</sub>	= V <sub>4</sub>	<input type="checkbox"/> +2	+ / -
Round Bottom Truck:	$\left[ \pi \times (D \div 2)^2 \times L \right] \div 2$		$\left[ 3.14 \times ( \quad \div 2 )^2 \times \quad \right] \div 2$	= V <sub>5</sub>		+ / -

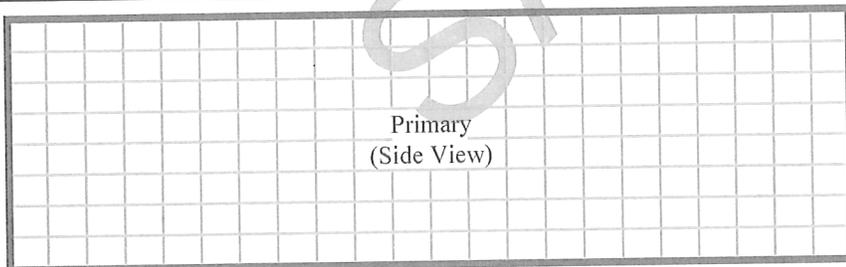
V<sub>total</sub> = Primary Interior Cubic Inches +/- Modification Cubic Inches

**CYD = V<sub>total</sub> / 46,656 (rounded to the nearest whole number)**

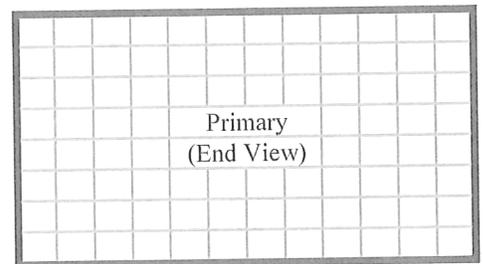
= V<sub>total</sub>

# CYD

## VEHICLE SKETCH



Primary  
(Side View)



Primary  
(End View)

Type Code<sub>2</sub>:  
(if applicable)

Type Code<sub>3</sub>:  
(if applicable)

Type Code<sub>4</sub>:  
(if applicable)

Round Bottom:  
(if applicable)

Measured by:	Calculated by:
Applicant Representative (print):	Contractor Representative (print)
Signature:	Signature:

# TIME AND MATERIALS LABOR AND EQUIPMENT LOG

	LOG #
# <b>TM N<sup>o</sup></b>	<b>1625</b>

GENERAL INFORMATION			
Applicant:	Disaster #	Program:	Prime Contractor:
Date:	House #	Street / Work Site:	Zone #
			ROE/Parcel #
LINE ITEM DETAIL*			

\*Note: each line item must relate to an uninterrupted work period (end for lunch/down-time). Total Hours not figured here--to calculate, round Start to End Time to the nearest 1/4 (0.25) hour

CREW / EQUIP#	RATE CODE	DESCRIPTION	START TIME		END TIME		GPS COORDINATES	
1			A	P	A	N	A	W
2			A	P	A	N	A	W
3			A	P	A	N	A	W
4			A	P	A	N	A	W
5			A	P	A	N	A	W
6			A	P	A	N	A	W
7			A	P	A	N	A	W
8			A	P	A	N	A	W
9			A	P	A	N	A	W
10			A	P	A	N	A	W
11			A	P	A	N	A	W
12			A	P	A	N	A	W
13			A	P	A	N	A	W
14			A	P	A	N	A	W

VALIDATION DETAIL	
Applicant Representative (print):	Contractor Representative (print):
Signature:	Signature:

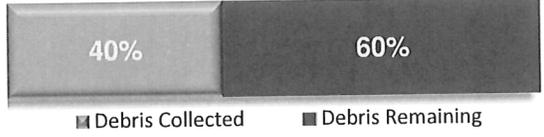


# CUMULATIVE DEBRIS COLLECTION REPORT

Report Generated On: 12/20/2011  
 Client: Calhoun County, AL  
 Project: Debris Removal  
 Current Through: 12/5/2011

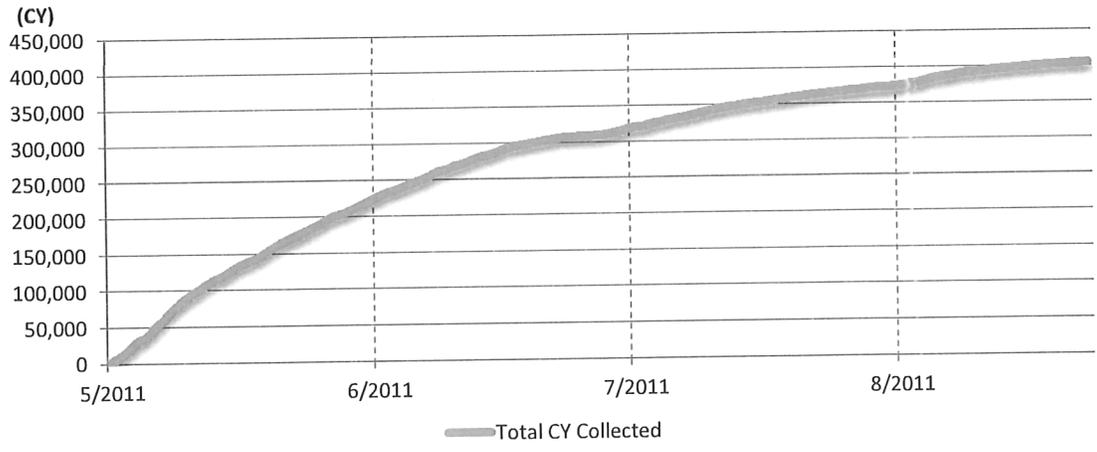
Debris Collection Quick Reference			
Total Debris Collected (CY):	404,799	Days Operational:	114
Total Loads Collected:	10,105	Estimated Remaining Debris (CY):	595,201
Average Daily Collection (CY):	3,748	Estimated Days to Completion:	159

Total CY Collected by Material Type			
Project to Date			
Vegetative	348,288	86%	
C&D	56,438	14%	
Other	73	0%	
<b>Total Collected:</b>	<b>404,799 CY</b>	<b>100%</b>	
Estimated Total CY:	1,000,000		
Estimated CY Remaining:	595,201		
Estimated % Complete:		40%	
Estimated Days to Completion:		159	



Project Collection Statistics	
Project to Date	
Days Operational:	114
Personnel/Equipment Details	
Total Number of Load Monitors:	71
Total Number of Disposal Monitors:	32
Total Number of Trucks in Field:	131
Debris Load Details	
Total Loads Collected:	10,105
Average Load by CY:	40
Average Load Call %:	76%
Debris CY Details	
Average Daily CY Total:	3,748
Maximum Daily CY Total:	12,936
Minimum Daily CY Total:	467
Leaner/Hanger and Stump Details	
Leaners/Hangers (Total Count):	2,781
Stumps (Total Count):	649

Debris Management Site Statistics					
Project to Date					
Collection Details			Haul Out Details		
Site/Location	Loads	CY	Site/Location	Loads	CY
TDMS Ohatchee	1,191	43,596	FDS Calhoun Co Landfil	2	43
FDS Calhoun Co Landfil	1,191	55,321	FDS Gilbert Ferry Rd	592	10,197
TDMS Oak Grove	7,688	305,028			
TDMS Hwy 77	2	38			
FDS Hwy 77 #2	33	817			
<b>Total Collected:</b>	<b>10,105</b>	<b>404,799</b>	<b>Total Hauled Out:</b>	<b>594</b>	<b>10,240</b>



**FINANCIAL STATUS REPORT**

Report Generated On: 12/29/2011  
 Client: Calhoun County, AL  
 Project: Debris Removal  
 Current Through: 12/15/2011



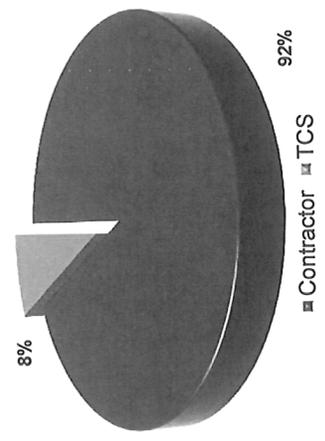
**Financial Summary Quick Reference**

**Debris Removal Costs**  
 Contractor Work Documented by TCS: \$4,362,505.70  
 (-) Recommended for Payment: (\$3,196,790.53)  
 (+) Retainage Due on Approved Invoices: \$319,679.05  
**Outstanding Liability: \$1,485,394.22**

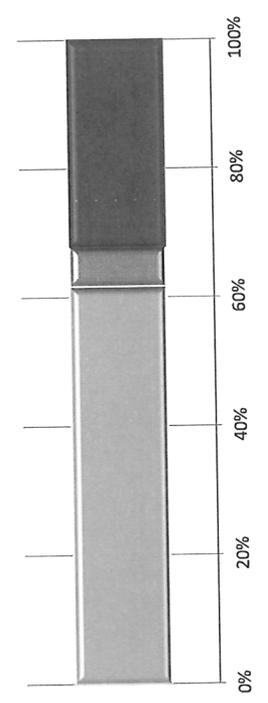
**TCS Monitoring Costs**  
 TCS Estimated Job-To-Date Cost: \$363,233.25  
 (-) TCS Current Total Invoiced Cost: (\$123,000.00)  
 (+) Retainage Due: \$12,300.00  
**Outstanding Liability: \$252,533.25**

Code	Description	Inv. / Rec.	Remaining
1A	Remove, load and haul vegetative debris, 10-20 miles	69%	31%
2A	Remove, load and haul vegetative debris, 21-30 miles	67%	33%
3A	Remove, load and haul vegetative debris, 31-40 miles	100%	0%
4A	Remove, load and haul vegetative debris, 41-50 miles	100%	0%
5A	Remove, load and haul ROE vegetative debris, 0-20 miles	78%	22%
6A	Remove, load and haul ROE vegetative debris, 21-30 miles	100%	0%
7A	Remove, load and haul ROE vegetative debris, 31-40 miles	100%	0%
1B	Remove, load and haul non-burnable (including tipping fees), 10-20 miles	80%	20%
2B	Remove, load and haul non-burnable (including tipping fees), 21-30 miles	77%	23%
3B	Remove, load and haul non-burnable (including tipping fees), 31-40 miles	100%	0%
5B	Remove, load and haul ROE non-burnable debris, 0-20 miles	77%	23%
6B	Remove, load and haul ROE non-burnable debris, 21-30 miles	70%	30%
1E	Remove stumps, load and haul, 24"-35"	73%	27%
2E	Remove stumps, load and haul, 36"-47"	100%	0%
3E	Remove stumps, load and haul, 48"-71"	83%	17%
4E	Remove stumps, load and haul, 72"+	100%	0%
5E	Backfilling of Stumps	79%	21%
1F	Disposal of vegetative debris, burning	56%	44%
3F	Debris Site Management	70%	30%
1G	Leaners, less than 24"	86%	14%
2G	Leaners, 24"-36"	100%	0%
3G	Leaners, greater than 36"	100%	0%
4G	Removal of Hangers	79%	21%
3L	Remove, load and haul Concrete	100%	0%
1N	Haul out from TDS to FDS	53%	47%
<b>TOTAL</b>		<b>73%</b>	<b>27%</b>

**Monitoring vs. Removal Costs**



**Total Invoiced / Outstanding Costs**



**FINANCIAL STATUS REPORT**

Report Generated On: 12/20/2011  
 Client: Calhoun County, AL  
 Project: Debris Removal  
 Current Through: 12/15/2011



**Contractor Cost Summary**

Code	Description	Documented Cost	Invoiced	Appd. for Payment	Retainage	Outstanding	%
1A	Remove, load and haul vegetative debris, 10-20 miles	\$1,413,070.88	\$1,000,000.00	\$980,000.00	\$98,000.00	\$531,070.88	38%
2A	Remove, load and haul vegetative debris, 21-30 miles	\$23,816.09	\$17,500.00	\$16,000.00	\$1,600.00	\$9,416.09	40%
3A	Remove, load and haul vegetative debris, 31-40 miles	\$161.88	\$161.88	\$161.88	\$16.19	\$16.19	10%
4A	Remove, load and haul vegetative debris, 41-50 miles	\$3,686.30	\$3,686.30	\$3,686.30	\$368.63	\$368.63	10%
5A	Remove, load and haul ROE vegetative debris, 0-20 miles	\$869,424.63	\$700,000.00	\$675,000.00	\$67,500.00	\$260,924.63	30%
6A	Remove, load and haul ROE vegetative debris, 21-30 miles	\$11,536.75	\$11,536.75	\$11,536.75	\$1,153.68	\$1,153.68	10%
7A	Remove, load and haul ROE vegetative debris, 31-40 miles	\$1,014.01	\$1,014.01	\$1,014.01	\$101.40	\$101.40	10%
1B	Remove, load and haul ROE vegetative debris, 10-20 miles	\$251,215.73	\$210,000.00	\$200,000.00	\$20,000.00	\$71,215.73	28%
2B	Remove, load and haul non-burnable (including tipping fees), 21-30 miles	\$402,299.07	\$325,000.00	\$310,000.00	\$31,000.00	\$123,299.07	31%
3B	Remove, load and haul non-burnable (including tipping fees), 31-40 miles	\$6,776.56	\$6,776.56	\$6,776.56	\$677.66	\$677.66	10%
5B	Remove, load and haul ROE non-burnable debris, 0-20 miles	\$90,359.48	\$80,000.00	\$70,000.00	\$7,000.00	\$27,359.48	30%
6B	Remove, load and haul ROE non-burnable debris, 21-30 miles	\$158,204.28	\$115,000.00	\$110,000.00	\$11,000.00	\$59,204.28	37%
1E	Remove stumps, load and haul, 24"-35"	\$133,224.00	\$105,000.00	\$97,500.00	\$9,750.00	\$45,474.00	34%
2E	Remove stumps, load and haul, 36"-47"	\$25,477.00	\$25,477.00	\$25,477.00	\$2,547.70	\$2,547.70	10%
3E	Remove stumps, load and haul, 48"-71"	\$13,496.00	\$12,500.00	\$11,250.00	\$1,125.00	\$3,371.00	25%
4E	Remove stumps, load and haul, 72"+	\$1,250.00	\$1,250.00	\$1,250.00	\$125.00	\$125.00	10%
5E	Backfilling of Stumps	\$79,031.63	\$65,000.00	\$62,500.00	\$6,250.00	\$22,761.63	29%
1F	Disposal of vegetative debris, burning	\$296,545.05	\$175,000.00	\$167,000.00	\$16,700.00	\$146,245.05	49%
3F	Debris Site Management	\$258,545.05	\$200,000.00	\$180,000.00	\$18,000.00	\$96,545.05	37%
1G	Leaners, less than 24"	\$121,900.00	\$120,000.00	\$105,000.00	\$10,500.00	\$27,400.00	22%
2G	Leaners, 24"-36"	\$36,630.00	\$36,630.00	\$36,630.00	\$3,663.00	\$3,663.00	10%
3G	Leaners, greater than 36"	\$12,400.00	\$12,400.00	\$12,400.00	\$1,240.00	\$1,240.00	10%
4G	Removal of Hangers	\$95,990.00	\$80,000.00	\$76,000.00	\$7,600.00	\$27,590.00	29%
3L	Remove, load and haul Concrete	\$15,108.03	\$15,108.03	\$15,108.03	\$1,510.80	\$1,510.80	10%
1N	Haul out from TDS to FDS	\$42,343.28	\$25,000.00	\$22,500.00	\$2,250.00	\$22,093.28	52%
<b>TOTAL</b>		<b>\$4,362,505.70</b>	<b>\$3,344,040.53</b>	<b>\$3,196,790.53</b>	<b>\$319,679.05</b>	<b>\$1,485,394.22</b>	<b>34%</b>

**TCS Estimated Cost Summary**

Position / Service Item	Quantity	Rate	Total Estimated Cost	Invoiced Cost	Retainage	Outstanding	%
Administration for Debris Monitoring	1214.5	\$24.50	\$29,755.25	\$9,500.00	\$950.00	\$21,205.25	71%
Debris Monitoring Manager	900	\$62.50	\$56,250.00	\$17,500.00	\$1,750.00	\$40,500.00	72%
Roving/Tower/Ticket Personnel for Debris Monitoring	7852	\$31.50	\$247,338.00	\$85,000.00	\$8,500.00	\$170,838.00	69%
Senior Debris Monitoring Superintendent	408	\$48.75	\$19,890.00	\$6,000.00	\$600.00	\$14,490.00	73%
Expenses	10000	\$1.00	\$10,000.00	\$5,000.00	\$500.00	\$5,500.00	55%
<b>TOTAL</b>			<b>\$363,233.25</b>	<b>\$123,000.00</b>	<b>\$12,300.00</b>	<b>\$252,533.25</b>	<b>70%</b>

## Exhibit 5.2

# ADMS CAPABILITY

## Exhibit 5.2

# AUTOMATED DEBRIS MANAGEMENT SYSTEM

### Overview

An automated debris management system (ADMS) is a technology solution that eliminates the need for traditional paper-based ticketing during the debris removal process following a disaster event. ADMS systems operate on a mobile device such as Personal Digital Assistant (PDA), smart phone, or other portable hardware and utilize a storage medium such as a smart card, barcode, QR code or other technology for storing captured information. Through the implementation of technologies such as geographic information systems (GIS), digital photography, mobile platform software, etc., human error, propensity for fraud, data entry, and reconciliation are considerably reduced resulting in efficiencies, increased accuracy and cost savings. The U.S. Army Corps of Engineers (USACE) has provided ADMS specifications as part of its Advanced Contracting Initiative (ACI) for disaster response. These specifications have established a baseline for performance and requirements that serve as a standard for ADMS industry-wide.

Thompson has invested considerable resources in the development of its Thompson Data Management Suite (TDMS), a collection of hardware, software and communications infrastructure for the management of data and documents related to disaster recovery. TDMS*web* is a web based Microsoft ASP.Net application running on SQL Server 2010 that serves as the backbone of the suite for storage and data management while providing the end-user with world wide web access for purposes of viewing, querying, sorting, reporting, mapping and managing project related data and documents. Thompson is able to control who accesses TDMS*web* and with what rights (read, read/write, etc.) via user credentialing.

TDMS*mobile* is Thompson's ADMS hardware and software solution that provides clients the option to manage and monitor debris recovery missions electronically. The TDMS*mobile* solution meets the USACE ACI standard for ADMS and is configured to document the following debris removal programs:

- Truck Certification
- Right-of-Way (ROW) Collection
- Tree Work (L/H/S)
- Private Property Debris Removal (PPDR)
- Demolitions
- Haul Out/Disposal
- Project Administration
- Monitor Management

### *Key Benefits of TDMS*

- Meets USACE ACI debris specifications
- Encrypted 2D barcodes provide simple, fast, and reliable solution
- Data replications ports data to 3<sup>rd</sup> party data management systems
- Disconnected operational mode ensures functionality regardless of cellular network, weather, etc.
- Commercially sourced hardware provides scalability for large deployments
- Multi-point GPS tagging
- Digital photograph of every load
- Triple redundant data storage

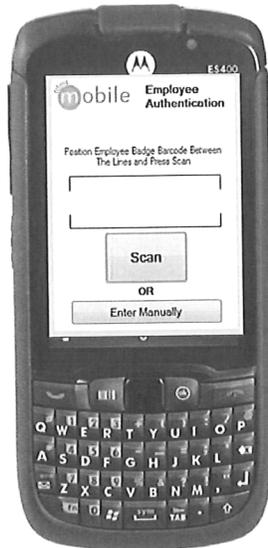
TDMS*mobile* was designed with over 50 years and \$2.5 billion of industry knowledge and experience. The suite provides near real time debris collection data to Applicants, Grantees, FEMA, FHWA, debris removal contractors, and others without disrupting the speed of the recovery. Figure 1 provides a graphical representation of the transaction lifecycle for a load of debris using the TDMS. The pages that follow provide screenshots and pictures of other suite components.

Figure 1



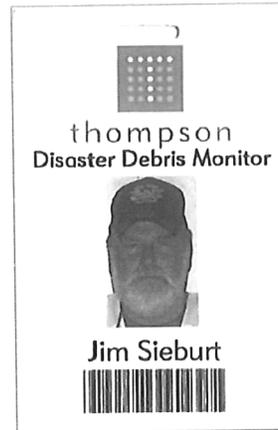
Figures 2 to 5 provide graphical depictions of the TDMSmobile solution and its components.

Figure 2



Motorola ES400 running TDMSmobile.

Figure 3



Employee badges utilize barcoding for identification and controlling authorization/permissions to use ADMS devices.

Figure 4



Paper tickets are created with encrypted QR code to transmit information/data from collection site to disposal site.

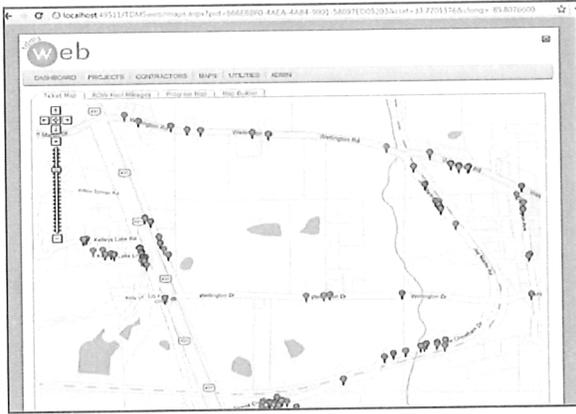
Figure 5



RW 220 hip belt printer uses direct thermal laser technology to increase longevity of print life.

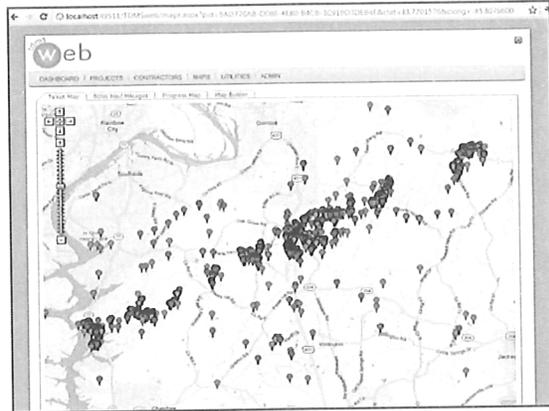
Figures 6 to 9 provide graphical depictions of the TDMSweb solution and its components.

Figure 6



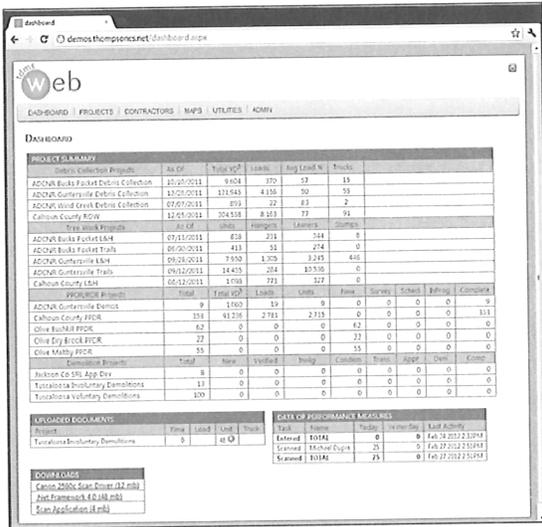
Mapping interface provides users with Google maps functionality for point-and-click data access.

Figure 7



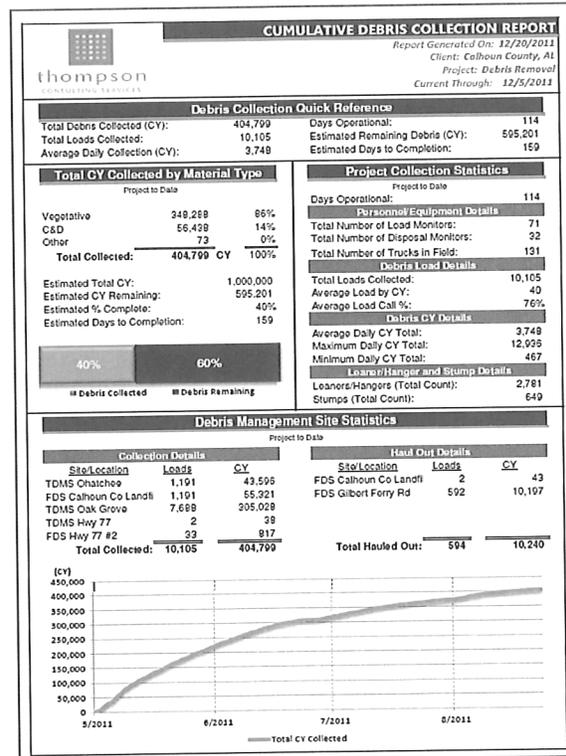
Color coded pins provides users with ability to graphically decipher between debris loads and leaning tree/hanging limb work.

Figure 8



TDMSweb dashboard provides users with the ability to review summary project statistics online and drill down to varying levels of detail.

Figure 9



Sample daily report generated via TDMSweb.

# Tab 6

## COST PROPOSAL

Thompson is pleased to provide the City of Lake Worth (City) with the following hourly rates to perform disaster debris monitoring and related consulting services. We have also included the rates in Table 6-1 on the designated Cost Proposal page from the RFP package in the subsequent pages of this section. The hourly labor rates proposed include all applicable overhead and profit. All non-labor related project costs will be billed to the City at cost without mark-up.

Table 6-1: Cost Proposal Form Rates

Positions	Hourly Rates
Project Manager	\$62.50
Operations Managers	\$60.00
FEMA Coordinator	\$62.50
Scheduler/Expeditor	\$26.50
GIS Analyst	\$46.50
Field Supervisors	\$46.50
Debris Site/Tower Monitors	\$33.00
Environmental Specialist	\$62.00
Project Inspectors (Citizen Site Monitors)	\$33.00
Load Ticket Data Entry Clerks	\$27.50
Billing/Invoice Analysts	\$33.00
Administrative Assistants	\$24.00
Field Coordinators (Crew Monitors)	\$33.00

### Other Optional Rates

In addition, Thompson is pleased to provide the following optional rates and positions. Please note that a full description of our Automated Debris Management System (ADMS) is included in Section 5.

Table 6-2: Other Optional Rates

Positions/Products	Hourly Rates
Automated Debris Management System (ADMS) Device (handheld with printer)	\$2.50

# Disaster Debris Monitoring Contract

## COST PROPOSAL

Note: All positions listed may not be applicable to an event that may require monitoring.

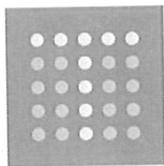
<u>POSITION</u>	<u>HOURLY RATE</u>
Project Manager	\$ <u>62.50</u>
Operations Manager(s)	\$ <u>60.00</u>
FEMA Coordinator	\$ <u>62.50</u>
Scheduler/Expeditors	\$ <u>26.50</u>
GIS Analyst	\$ <u>46.50</u>
Field Supervisors	\$ <u>46.50</u>
Debris Site / Tower Monitors	\$ <u>33.00</u>
Environmental Specialists	\$ <u>62.00</u>
Project Inspectors (Citizen Site Monitors)	\$ <u>33.00</u>
Load Ticket Data Entry Clerks	\$ <u>27.50</u>
Billing / Invoice Analysts	\$ <u>33.00</u>
Administrative Assistants	\$ <u>24.00</u>
Field Coordinators (Crew Monitors)	\$ <u>33.00</u>

### OTHER REQUIRED OR RECOMMENDED POSITIONS:

List other positions with hourly rates and attach job descriptions for any positions not listed above. List other items that may pertain to completion of the task or clean-up.

**NAME OF FIRM:** Thompson Consulting Services

**\*IMPORTANT:** These hours are not intended to represent the actual contract amount, but are an estimated representation of a typical work month. The actual contract value will be negotiated with the successful proposer prior to issuance of the notice to proceed for each event.



thompson  
CONSULTING SERVICES



## CITY OF LAKE WORTH

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

**AGENDA DATE:** August 19, 2014 Regular Meeting

**DEPARTMENT:** Public Services

---

### **EXECUTIVE BRIEF**

#### **TITLE:**

Variance Agreement with Cathy and Michael Casella to allow brick pavers on a driveway and City right-of-way at 9 Harbor Drive

#### **SUMMARY:**

The Agreement will allow for the encroachment of brick pavers into the City right-of-way and protect the City from any future liability.

#### **BACKGROUND AND JUSTIFICATION:**

Per the City Code, Section 19-26(d), all driveway approaches and walkways are to be constructed of six inch concrete unless a variance stating otherwise is allowed by the Building Official. Based on the requirements, Public Services Staff does not recommend approval of pavers because it is not financially beneficial to the City due to the required maintenance over the life of the paver section.

On July 24, 2014, the Building Official authorized the variance. In order to protect the City from any liability (or if the City needs to remove the pavers for future work or any other reason), a variance agreement will hold the City harmless and not require replacement of the pavers in the right-of-way. Upon completion of any improvements in the right-of-way, the City would then perform a repair with concrete or the pavers could be reinstalled at the owner's expense.

#### **MOTION:**

I move to approve/disapprove a Variance Agreement with Cathy Casella and Michael Casella on property located at 9 Harbor Drive.

#### **ATTACHMENT(S):**

Fiscal Impact Analysis – not applicable  
Agreement

Prepared by: City Attorney  
Return to: City of Lake Worth  
7 North Dixie Highway  
Lake Worth, FL 33460-3787

## VARIANCE AGREEMENT

THIS VARIANCE AGREEMENT (hereafter "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between Property Owners Cathy Casella and Michael Casella, (hereafter collectively the "OWNERS") and the CITY OF LAKE WORTH, a municipal corporation under the laws of the State of Florida (hereafter "CITY").

### WITNESSETH:

WHEREAS, the OWNERS are the fee simple owners of the property legally described as follows:

**Lot 5, Harbor Estate, according to the Plat thereof, recorded in Plat Book 24, Page 143, of the Public Records of Palm Beach County, Florida (P.C.N. 38-43-44-15-15-000-0050)**

more commonly known as 9 Harbor Drive, Lake Worth, Florida (the "Property" hereafter); and

WHEREAS, the OWNERS are seeking to remodel their existing driveway and to construct a driveway consisting of interlocking brick pavers, a portion of which encroaches on the CITY's public right of way (hereinafter referred to as the "Driveway"); and

WHEREAS, the Driveway proposed by the OWNERS is such that part of the Driveway is to be constructed on OWNERS' property and part of the Driveway is to be constructed upon or located in the CITY's right of way; and

WHEREAS, a copy of the Right of Way/Utility Permit Application for the Property with a survey of the existing and proposed driveway and explanation of the construction of the Driveway is attached hereto as Exhibit A and incorporated by reference; and

WHEREAS, a portion the OWNERS' Driveway is located in the CITY's right of way and does not meet the minimum requirements of Section 19-26(d) of the CITY's Code of Ordinances which require all driveway approaches and walkways to be constructed of 6-inch thick concrete; and

WHEREAS, the OWNERS are constructing a new home and installing a new paver driveway; and

WHEREAS, the OWNERS are seeking a variance to allow the use of brick pavers with compacted base rock as paving material for the portion of the Driveway which is located in the CITY'S right of way rather than the 6-inch thick concrete required by the City Code; and WHEREAS, OWNERS' Driveway encroaches upon part of a CITY right of way on Harbor Drive, which consists of a setback, as depicted in Exhibit A.

WHEREAS, the OWNERS and CITY desire to enter into this Agreement in order to memorialize and document the CITY'S authorization of a variance from Section 19-26(d) of the Code, as well as to set parameters for the removal, relocation and/or restoration of the Driveway if reasonably necessary and set forth indemnification and insurance requirements for said Driveway; and

WHEREAS, the CITY finds that the OWNERS Driveway is not unduly injurious to contiguous property or the surrounding neighborhood or otherwise detrimental to the public welfare; and

NOW THEREFORE, for and in consideration of the mutual covenants and promises hereinafter contained, the sufficiency of which is acknowledged by the CITY and OWNERS, the CITY and OWNERS agree to the granting of a variance based on the following:

1. The above "Whereas" clauses are true and correct and incorporated into this Agreement as if set forth herein.

2. The CITY hereby grants approval for the OWNER to construct and maintain the Driveway at the Property as set forth in Exhibit A, which consists of a brick paver driveway with base rock installed by a licensed contractor, but expressly reserves the right to require the OWNERS to remove and/or reconstruct the Driveway, or restore the portion of the Driveway located within the CITY'S right of way to its original condition for any reasonable purpose, which the reasonableness of such purpose shall be determined in the CITY'S sole discretion.

3. The OWNERS acknowledges and agrees that they will act entirely at their own peril in constructing the Driveway and the OWNERS shall have no claim, recourse or other grounds for relief against CITY as a result of any damages arising out of, or related to, the Driveway and/or its removal, reconstruction or restoration.

4. The OWNERS agree that they shall maintain that portion of the Driveway encroaching on CITY's right of way and abate all hazards associated with the Driveway in a manner satisfactory to the CITY and, if they fail to do so, the CITY shall have the right to: (a) terminate this Agreement and have the Driveway located in the CITY's right of way removed; and/or (b) maintain that portion of the Driveway in the CITY's right of way and the cost for such maintenance shall be assessed against the OWNERS and shall become a lien on the Property if not paid within thirty (30) days after such assessment.

5. The OWNERS further agree that they shall remove and/or reconstruct, at their own expense, the Driveway from the CITY's right of way within thirty (30) days written notice from the CITY to remove, reconstruct and/or restore the Driveway.

6. The OWNERS 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, suit, 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 in all litigation, arbitration, mediation and appeals) to the extent arising out of or related to the Driveway and this Agreement including without limitation the CITY's grant or revocation of the variance for the Driveway, the use of alternative construction materials and any negligence in the construction or maintenance of the Driveway. This indemnification is separate and apart from, and in no way limited by, any insurance provided by OWNERS pursuant to this Agreement or otherwise. This section shall survive the termination of this Agreement with respect to any damage, injury or death occurring prior to such termination.

7. The OWNERS and the CITY mutually agree that this Agreement so materially touches and concerns the Property that this Agreement is intended to and does run with the land and shall bind the OWNERS, the OWNERS' heirs, successors and assigns and anyone with any interest whatsoever in the Property and that this Agreement shall be recorded in the Public Records of Palm Beach County, Florida.

8. The CITY shall provide all notices required under this Agreement to the OWNERS via hand-delivery or certified mail (return receipt requested) to the Property's physical address as set forth above. Said notice shall be effective on the date of delivery.

9. 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

VARIANCE AGREEMENT

9 Harbor Drive, Lake Worth, FL  
PAGE 4 of 7

10. WAIVER OF TRIAL 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.

11. 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. 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.

12. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

13. Except as may be required in paragraph 6 above, 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 Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**  
**SIGNATURE PAGE FOLLOWS**

VARIANCE AGREEMENT

9 Harbor Drive, Lake Worth, FL  
PAGE 6 of 7

IN WITNESS WHEREOF the parties hereto have made and executed this Variance Agreement on the day and year first above written.

CITY OF LAKE WORTH

Reviewed and approved for execution:

By: Luis Martinez  
Luis Martinez, Building Official

Approved as to form and legal sufficiency:

By: Glen Torcivia  
Glen Torcivia, City Attorney

PROPERTY OWNERS

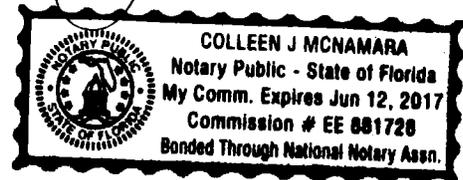
Cathy Casella  
Cathy Casella, Owner

Robert P. Brethrick  
Signature of Witness  
Printed Name: Robert P. Brethrick

Mary R. Brethrick  
Signature of Witness  
Printed Name: Mary R. Brethrick  
STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 22 day of July, 2014 by Cathy Casella, who is  personally known to me] or who has produced  as identification.

Notary Colleen J. McNamara  
Printed Name of Notary



VARIANCE AGREEMENT

9 Harbor Drive, Lake Worth, FL  
PAGE 7 of 7

Robert P. Bretherick  
Signature of Witness  
Printed Name: Robert P. Bretherick

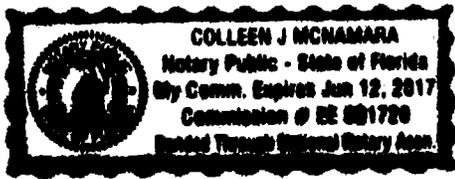
Michael Casella  
Michael Casella, Owner

Mary R. Bretherick  
Signature of Witness  
Printed Name: Mary R. Bretherick

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 22 day of July, 2014  
by Michael Casella, who is [ personally known to me] or who has produced [  
as identification.

Notary Colleen J. McNamara  
Printed Name of Notary



VARIANCE AGREEMENT

9 Harbor Drive, Lake Worth, FL  
PAGE 5 of 7

**EXHIBIT A – COPY OF SURVEY (ATTACHED)**

**HARBOR DRIVE**  
60' PLATTED RIGHT OF WAY  
ASPHALT ROAD

C 1

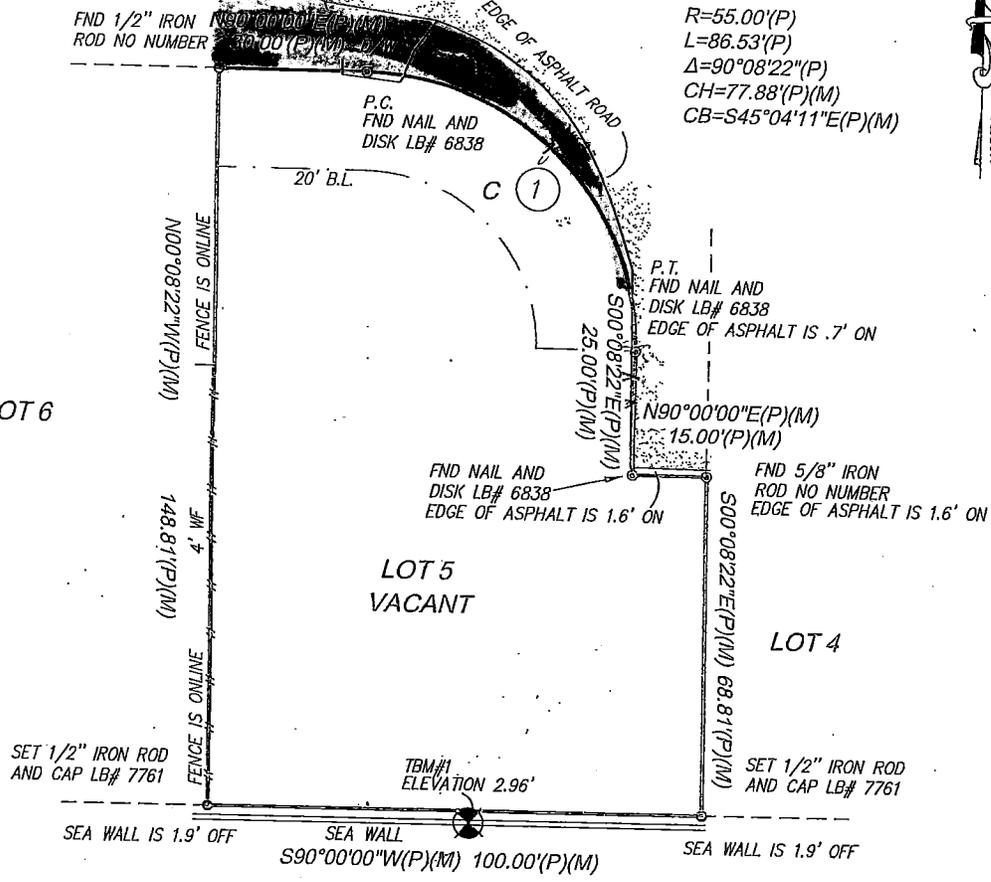
R=55.00'(P)  
L=86.53'(P)  
Δ=90°08'22"(P)  
CH=77.88'(P)(M)  
CB=S45°04'11"E(P)(M)



LOT 6

LOT 5  
VACANT

LOT 4



SEA WALL IS 1.9' OFF SEA WALL  
S90°00'00"W(P)(M) 100.00'(P)(M)  
SEA WALL IS 1.9' OFF

**LAKE WORTH LAGOON**

ELEVATIONS SHOWN HEREON ARE BASED ON PALM BEACH COUNTY  
BENCHMARK AD2795, ELEVATION 2.98' NAVD' 88



<p>CONCRETE</p> <p>ASPHALT</p> <p>BRICK</p>	<p>ADDRESS</p> <p>9 HARBOR DRIVE LAKE WORTH, FLORIDA 33460</p> <p>LEGAL DESCRIPTION: (AS FURNISHED)</p> <p>LOT 5, HARBOR ESTATE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 24, PAGE(S) 143, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.</p> <p>BASIS OF BEARINGS: BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF LOT 5, BEING N 90°00'00" E, PER PLAT</p>	<p>1" = 30' GRAPHIC SCALE</p> <p>RLS #: R:14-01-0603 CLIENT #: CASELLA/VERO PALM REALTY FIELD DATE: 01/30/14 DRAFTER: SDS APPROVED: BRD SCALE: 1" = 30'</p>
---	--	---

LIST OF POSSIBLE ENCROACHMENTS: NONE

SURVEYOR INFORMATION:

**RESIDENTIAL LAND SERVICES**

1700 S. Broadway, Building E.  
Moores, OK 73160  
FAX: (800) 954-0739  
PHONE: (405) 378-5800  
WWW.RLSNOW.COM



SURVEYOR FILE NUMBER: 14-01-0272

CERTIFIED TO: (AS FURNISHED)

MICHAEL AND CATHY CASELLA  
CHRISTY BRADY JANSSEN, P.A.  
FIRST AMERICAN TITLE INSURANCE COMPANY  
VERO PALM REALTY, LLC, ITS SUCCESSORS  
AND/OR ASSIGNS

NOTES

1. UNDERGROUND UTILITY INSTALLATIONS, UNDERGROUND IMPROVEMENTS, FOUNDATIONS AND/OR OTHER UNDERGROUND STRUCTURES WERE NOT LOCATED BY THIS SURVEY.

2. THE PURPOSE OF THIS SURVEY IS FOR USE IN OBTAINING TITLE INSURANCE AND FINANCING AND SHOULD NOT BE USED FOR CONSTRUCTION PURPOSES.

U.E.: UTILITY EASEMENT	LEGEND P.U.E.: PUBLIC UTILITY EASEMENT
V.O.: AIR CONDITIONER	O.H.: OVERHEAD UTILITY LINE
B.L.: BUILDING SET BACK LINE	(P.): PLATTED
(C.): CALCULATED	P.C.: POINT OF CURVATURE
C.B.: CHORD BEARING	P.O.B.: POINT OF BEGINNING
C.B.W.: CONCRETE BLOCK WALL	P.O.C.: POINT OF COMMENCEMENT
⊙ : CENTERLINE	P.P.: POWER POLE
C.N.A.: CORNER NOT ACCESSIBLE	P.R.C.: POINT OF REVERSE CURVATURE
(F): BORN FENCE	P.R.M.: PERMANENT REFERENCE MONUMENT
P.I.: POINT OF INTERSECTION	P.T.: POINT OF TANGENT
D.U.E.: DRAINAGE & UTILITY EASEMENT	V.F.: VENT FENCE
(D.): DESCRIPTION	C.L.F.: CHAIN LINK FENCE
D.W.: DRIVEWAY	W.F.: WOOD FENCE
D.E.: DRAINAGE EASEMENT	

FLOOD ZONE

(FOR INFORMATIONAL PURPOSES ONLY)

SUBJECT PROPERTY SHOWN HEREON APPEARS TO BE LOCATED IN FLOOD ZONE A7, AREA OF THE 100 YEAR FLOODING, PER FIRM PANEL NUMBER 120213 0001 G. LAST REVISION DATE 09/03/02. THIS SURVEYOR MAKES NO GUARANTEES AS TO THE ACCURACY OF THE ABOVE INFORMATION. THE LOCAL FLOOD ZONE AGENCY SHOULD BE CONTACTED FOR VERIFICATION.

**SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT THE SURVEY REPRESENTED HEREON MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYS IN FLORIDA, PURSUANT TO STATE STATUTES.



SURVEYOR'S NAME: BILLY R. DAVIS JR. PSM #5099  
DATE: 01/31/14 FROM LB# 7761

NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL

DATE	REVISION	DATE	REVISION

THIS SURVEY IS PREPARED FOR THE EXCLUSIVE USE AND BENEFIT OF THE PARTIES LISTED HEREON. LIABILITY TO THIRD PARTIES MAY NOT BE TRANSFERRED OR ASSIGNED.

**RESIDENTIAL LAND SERVICES**

FOR ALL INQUIRIES CONTACT:  
RLS  
rls.info@rlsnow.com  
(405) 378-5800

Reviewed & Accepted by: \_\_\_\_\_ Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_



## CITY OF LAKE WORTH

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

**AGENDA DATE:** August 19, 2014, Regular Meeting

**DEPARTMENT:** Public Services

---

### **EXECUTIVE BRIEF**

#### **TITLE:**

Purchase four trucks from Alan Jay Fleet Sales for use by the Water Distribution and Sewer Collection Department

#### **SUMMARY:**

The Purchase will replace four of six vehicles scheduled for replacement in Fiscal Year 2014 due to their age, condition and safety concerns.

#### **BACKGROUND AND JUSTIFICATION:**

The following is a listing of the four vehicles being replaced:

- Truck #142 – 1999 GMC C3500 (already sold at auction)
- Truck #239 – 1996 GMC Sierra (already sold at auction)
- Truck #257 – 2001 GMC Sierra 3500 4x4 (to be auctioned, traded in, or transferred within City)
- Truck #259 – 2001 GMC Sierra 3500 4x4 (to be auctioned, traded in, or transferred within City)

These vehicles are currently being used by the Water and Sewer Crews and are past their useful life and have become too costly to maintain. As part of an effort to standardize the fleet, they will be replaced with 2015 GMC Sierra 4x4 Utility Body Pickups (2ea – 2500 series and 2ea – 3500 series). All four vehicles will have a six year, 100,000 mile warranty.

These vehicles were quoted by Alan Jay Fleet Sales under vehicle specification #41 for the GMC Sierra 2500 and specification #45 for the GMC Sierra 3500 pursuant to the Florida Sheriffs' Association contracts (Bid # 12-20-0905 and 12-10-0905, Rollover Bid). The contracts have expired, but the vehicles being purchased have been rolled-over to the current year contracts by the Sheriffs' Association. This purchase is a cooperative purchase authorized by the City's procurement code. The applicable contract documents and roll-over information may be viewed at: [http://www.flsheriffs.org/our\\_program/purchasing\\_programs/cooperative-fleet-bid-awards/](http://www.flsheriffs.org/our_program/purchasing_programs/cooperative-fleet-bid-awards/)

#### **MOTION:**

I move to approve/disapprove the purchase of four replacement vehicles from Alan Jay Fleet Sales under a cooperative purchase use of the entire Sheriff's vehicle contract for a total cost of \$163,276.

#### **ATTACHMENT(S):**

Fiscal Impact Analysis

Quote Sheets and Vehicle Specifications

**FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	163,276.00	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	163,276.00	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:

<b>Public Services</b>						
<b>Account Number</b>	<b>Account Description</b>	<b>FY2014 Budget</b>	<b>Project #</b>	<b>Pre Exp; Balance</b>	<b>Expenditure for this item</b>	<b>Post Exp; Balance</b>
530-9010-549.64-30	Machinery and Equipment / Vehicles	875,000	LS11	225,335:	163,276:	62,059:

C. Department Fiscal Review: \_\_\_\_\_

# ALAN JAY FLEET SALES

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

PHONE (800) ALANJAY (252-6529)

DIRECT 863-402-4234

WWW.ALANJAY.COM

Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-381-3411 FAX 863-402-4221	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
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## QUICK QUOTE SHEET

FOR VEHICLES SOLD UNDER THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT

PAGE 1 of 1

REQUESTING AGENCY: LAKE WORTH UTILITIES  
 ORIGINAL QUOTE DATE: 4/22/2014 REVISED QUOTE DATE: 4/22/2014  
 CONTACT PERSON: CHRIS WALKER  
 PHONE NUMBER: 561-586-1719  
 FAX NUMBER: \_\_\_\_\_ e-mail: Cwalker@lakeworth.org

MODEL: TK35903 **Roll Over Bid** SPECIFICATION # 45  
2015 GMC SIERRA 3500HD 4WD REG CAB P/U FSA BID NUMBER'S 12-20-0905 & 12-10-0905 PG # 876  
 Bed Length 8' BASE DISTRICT PRICE: \$23,155.00

OPTION CODE #	DESCRIPTION	OPTION COST
GAZ H2Q	SUMMIT WHITE EXTERIOR WITH DARK VINYL INTERIOR	\$0.00
2015 PI	2015 MODEL YEAR PRICE INCREASE	\$3,816.00
K20953	EXT CAB P/U	\$2,219.00
RSF	PWR WINDOWS AND LOCKS	INCL W EXT CAB
U98ADW	RAIN SHEILDS FLANGE STYLE	\$145.00
FTL	READING 8' SRW UTILITY BODY	\$5,995.00
HAR	FLIP TOP LIDS	\$650.00
W-VERTEX	HEAD ACHE RACK	\$395.00
TIR36M	WHELEN VERTEX 4 CORNER LED KIT	\$517.00
5H1	WHELEN TRAFFIC DIRECTIONAL (6) LED FLASHERS INSTALLED ON H. RACK	\$659.00
NZZ	ADDITIONAL KEYS	\$44.00
CLVWC	SKID PLATE PACKAGE	\$144.00
8S3	CLASS IV WEIGHT CARRYING TOW PKG	\$685.00
9L7	FACTORY BACK UP ALARM	\$137.00
1250V	(4) FACTORY UPFITTER SWITCHES	\$124.00
	1250W INVERTER INSTALLED IN RIGHT FRONT COMPARTMENT	\$885.00
	TEMPORARY TAG NOT REQUESTED	\$0.00
MG6100	MAJOR GUARD 6YR 100K MILE EXT WARRANTY \$0 deductible	\$2,990.00
	<b>TOTAL OF OPTIONS:</b>	<b>\$19,405.00</b>
	<b>TOTAL COST PER UNIT:</b>	<b>\$42,560.00</b>
	<b>YES WE TAKE TRADE INS</b>	<b>\$0.00</b>

TOTAL COST LESS TRADE IN(S): QTY 2 = \$85,120.00

Comments:

et Buick GMC Cadillac FEID #65-0211404  
 20-5996360 / Alan Jay Chrysler Dodge Jeep Ram FEID # 26-4540672  
 Toyota FEID # 59-3533026 / Alan Jay Nissan, Inc. FEID #76-0833978

VEHICLE QUOTED BY: Chris Wilson, Fleet Sales Manager Chris.wilson@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the

**Prepared By:**  
 Chris Wilson  
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 Phone: (863) 402-4234  
 Fax: (863) 402-4221  
 Email: Chris.Wilson@alanjay.com



## 2015 Fleet/Non-Retail GMC Sierra 3500HD 4WD Double Cab 158.1" TK359

### WINDOW STICKER

2015 GMC Sierra 3500HD 4WD Double Cab 158.1"		Interior: - Jet Black/Dark Ash
6.0L/366 CID Gas/Ethanol V8		Exterior 1: - Summit White
6-Speed Automatic		Exterior 2: - No color has been selected.
<b>CODE</b>	<b>MODEL</b>	<b>MSRP</b>
TK35953	2015 GMC Sierra 3500HD 4WD Double Cab 158.1"	\$39,635.00
<b>OPTIONS</b>		
—	CHASSIS, DUAL REAR WHEEL	\$0.00
E63	PICKUP BOX, WIDESIDE	\$0.00
Z85	SUSPENSION PACKAGE, STANDARD	\$0.00
FE9	EMISSIONS, FEDERAL REQUIREMENTS	\$0.00
L96	ENGINE, VORTEC 6.0L VARIABLE VALVE TIMING V8 SFI E85-COMPATIBLE, F	\$0.00
MYD	TRANSMISSION, 6-SPEED AUTOMATIC, HEAVY-DUTY, ELECTRONICALLY CO	\$0.00
GT5	REAR AXLE, 4.10 RATIO	\$0.00
1SA	WORK TRUCK PREFERRED EQUIPMENT GROUP	\$0.00
CHX	GVWR, 13,025 LBS. (5908 KG) WITH DUAL REAR WHEELS	\$0.00
PYW	WHEELS, 17" (43.2 CM) PAINTED STEEL	\$0.00
QQO	TIRES, LT235/80R17E ALL-SEASON HIGHWAY	\$0.00
ZY1	PAINT, SOLID	\$0.00
GAZ	SUMMIT WHITE	\$0.00
AE7	SEATS, FRONT 40/20/40 SPLIT-BENCH, 3-PASSENGER, DRIVER AND FRONT	\$0.00
H2Q	JET BLACK/DARK ASH, VINYL SEAT TRIM	\$0.00
IO3	AUDIO SYSTEM, 4.2" DIAGONAL COLOR DISPLAY, AM/FM STEREO	\$0.00
JL1	TRAILER BRAKE CONTROLLER, INTEGRATED	\$0.00
NZZ	UNDERBODY SHIELD, FRAME-MOUNTED SHIELDS	\$150.00
J96	BRAKES, 4-WHEEL ANTILOCK, 4-WHEEL DISC WITH DUAL REAR WHEELS	INC
P03	WHEEL TRIM, PAINTED TRIM SKINS AND PAINTED CENTER CAPS	INC

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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2015 Fleet/Non-Retail GMC Sierra 3500HD 4WD Double Cab 158.1" TK359

**WINDOW STICKER**

U01	LAMPS, SMOKED AMBER ROOF MARKER	\$0.00
VK3	LICENSE PLATE KIT, FRONT	\$0.00
9L7	UPFITTER SWITCHES, (4)	\$125.00
VQ2	FLEET PROCESSING OPTION	\$0.00
<b>SPECIAL EQUIPMENT OPTIONS</b>		
8S3	BACKUP ALARM, 97 DECIBELS	\$138.00
5H1	KEY EQUIPMENT, TWO ADDITIONAL KEYS FOR SINGLE KEY SYSTEM	\$45.00
<b>SUBTOTAL</b>		<b>\$40,093.00</b>
	Advert/Adjustments	\$0.00
	Destination Charge	\$1,095.00
<b>TOTAL PRICE</b>		<b>\$41,188.00</b>
Est City: mpg		
Est Highway: mpg		
Est Highway Cruising Range: mi		

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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## 2015 Fleet/Non-Retail GMC Sierra 3500HD 4WD Double Cab 158.1" TK359

### **STANDARD EQUIPMENT**

---

#### **STANDARD EQUIPMENT - 2015 Fleet/Non-Retail TK35953 4WD Double Cab 158.1"**

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#### *ENTERTAINMENT*

- Audio system, 4.2" Diagonal Color Display, AM/FM stereo with USB ports, auxiliary jack and SD card slot (Upgradeable to (1O4) 4.2" diagonal color display radio with IntelliLink.)
- XM Satellite Radio, delete
- 6-speaker audio system

#### *EXTERIOR*

- Wheels, 18" (45.7 cm) painted steel includes 18" x 8" (45.7 cm x 20.3 cm) steel spare wheel. Spare not included with (ZW9) pickup box delete unless a spare tire is ordered. (Requires single rear wheels, (QGM) LT265/70R18E all-terrain, blackwall tires or (QWF) LT265/70R18E all-season, blackwall tires.)
- Tires, LT265/70R18E all-season, blackwall (Requires single rear wheels.)
- Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Not included when (ZW9) pickup box delete or (9J4) rear bumper delete is ordered.)
- Bumper, front chrome
- Bumper, rear chrome with bumper CornerSteps
- CornerStep, rear bumper
- Grille surround, chrome
- Headlamps, halogen projector
- Lamps, cargo area, cab mounted with switch on center switch bank
- Mirrors, outside high-visibility vertical camper-style, Black with manual folding and extension and lower convex spotter glass
- Glass, solar absorbing, tinted
- Door handles, Black
- Tailgate and bed rail protection caps, top
- Tailgate, locking, utilizes same key as ignition and door (Deleted with (ZW9) pickup box delete.)
- Cargo ties downs (4), movable upper (Deleted when (ZW9) pickup box delete is ordered.)

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## 2015 Fleet/Non-Retail GMC Sierra 3500HD 4WD Double Cab 158.1" TK359

### **STANDARD EQUIPMENT**

---

#### STANDARD EQUIPMENT - 2015 Fleet/Non-Retail TK35953 4WD Double Cab 158.1"

---

##### *INTERIOR*

- Seats, front 40/20/40 split-bench, 3-passenger, driver and front passenger recline with outboard head restraints and center fold-down armrest with storage. Vinyl has fixed lumbar and cloth has manually adjustable driver lumbar.
- Seat trim, Vinyl
- Seat, rear full-width folding bench, 3-passenger (includes child seat top tether anchor)
- Floor covering, Graphite-colored rubberized-vinyl
- Steering column, manual Tilt-Wheel
- Steering wheel
- Instrumentation, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
- Driver Information Center 3.5-inch diagonal monochromatic display, provides warning messages and basic vehicle information
- Windows, power with driver express up and down and express down on all other windows
- Door locks, power
- Cruise control, steering wheel-mounted
- Air conditioning, single-zone
- Assist handle, front passenger and driver on A-pillars

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## 2015 Fleet/Non-Retail GMC Sierra 3500HD 4WD Double Cab 158.1" TK359

### **STANDARD EQUIPMENT**

---

#### STANDARD EQUIPMENT - 2015 Fleet/Non-Retail TK35953 4WD Double Cab 158.1"

---

##### MECHANICAL

- Engine, Vortec 6.0L Variable Valve Timing V8 SFI E85-compatible, FlexFuel capable of running on unleaded or up to 85% ethanol (360 hp [268.4 kW] @ 5400 rpm, 380 lb-ft of torque [515.0 N-m] @ 4200 rpm) with (E63) fleetside pickup box; (322 hp [240.1 kW] @ 4400 rpm, 380 lb-ft of torque [515.0 N-m] @ 4200 rpm) with (ZW9) pickup box delete (Does not include E85 capability with (ZW9) pickup box delete.)
- Transmission, 6-speed automatic, heavy-duty, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (Requires (L96) Vortec 6.0L V8 SFI engine.)
- Rear axle, 4.10 ratio (Requires (L96) Vortec 6.0L V8 SFI engine.)
- Suspension Package, Standard includes 51mm twin tube shock absorbers and 33mm front stabilizer bar
- Pickup box, Wideside
- GVWR, 10,000 lbs. (4536 kg) with single rear wheels (Requires \*35953 models and (L96) Vortec 6.0L V8 SFI engine. Requires (AY0) single-stage air bags.)
- Air cleaner, high-capacity
- Transfer case, with floor-mounted shifter (Included with 4WD models only.)
- Differential, heavy-duty locking rear
- Four wheel drive
- Trailering equipment Trailering hitch platform 2.5" with a 2.0" insert for HD, 7-wire harness with independent fused trailering circuits mated to a 7-way sealed connector to hook up parking lamps, backup lamps, right and left turn signals, an electric brake lead, battery and a ground, The trailer connector also includes the 4-way for use on trailers without brakes - park, brake/turn lamps (Deleted when (ZW9) pickup box delete or (9J4) rear bumper delete is ordered.)
- Cooling, external engine oil cooler
- Cooling, auxiliary external transmission oil cooler
- Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power
- Alternator, 150 amps
- Trailer brake controller, integrated (Standard with (E63) pickup box. Available to order with (ZW9) pickup box delete.)
- Recovery hooks, front, frame-mounted, black
- Frame, fully-boxed, hydroformed front section

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2015 Fleet/Non-Retail GMC Sierra 3500HD 4WD Double Cab 158.1" TK359

**STANDARD EQUIPMENT**

**STANDARD EQUIPMENT - 2015 Fleet/Non-Retail TK35953 4WD Double Cab 158.1"**

- Steering, Recirculating ball
- Brakes, 4-wheel antilock, 4-wheel disc (Requires single rear wheels.)
- Exhaust, aluminized stainless-steel muffler and tailpipe

*SAFETY*

- StabiliTrak, stability control system with Proactive Roll Avoidance and traction control includes electronic trailer sway control and hill start assist
- Daytime Running Lamps with automatic exterior lamp control
- Air bags, single-stage frontal and thorax side-impact, driver and front passenger, and head curtain side-impact, front and rear outboard seating positions (Always use safety belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information. Required with (C7A) 10,000 lb. (4536 kg) GVWR.)
- Air bags, frontal, driver and right front passenger, single stage
- Air bag deactivation switch, frontal passenger-side
- OnStar, delete

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:

# ALAN JAY FLEET SALES

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PHONE (800) ALANJAY (252-6529)

DIRECT 863-402-4234

WWW.ALANJAY.COM

Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-381-3411 FAX 863-402-4221	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
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## QUICK QUOTE SHEET

FOR VEHICLES SOLD UNDER THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT

PAGE 1 of 1

REQUESTING AGENCY: LAKE WORTH UTILITIES  
 ORIGINAL QUOTE DATE: 4/22/2014 REVISED QUOTE DATE: 7/17/2014  
 CONTACT PERSON: CHRIS WALKER  
 PHONE NUMBER: 561-586-1719  
 FAX NUMBER: \_\_\_\_\_ e-mail: Cwalker@lakeworth.org

MODEL: TK25903 **Roll Over Bid** SPECIFICATION # 41  
2015 GMC SIERRA 2500HD 4WD REG CAB P/U FSA BID NUMBER'S 12-20-0905 & 12-10-0905 PG # 789  
 Bed Length 8' BASE DISTRICT PRICE: \$21,407.00

OPTION CODE #	DESCRIPTION	OPTION COST
GAZ H2Q	SUMMIT WHITE EXTERIOR WITH DARK VINYL INTERIOR	\$0.00
2015 PI	2015 MODEL YEAR PRICE INCREASE	\$3,816.00
K20953	EXT CAB P/U	\$2,219.00
	PWR WINDOWS AND LOCKS	INCL W EXT CAB
RSF	RAIN SHEILDS FLANGE STYLE	\$145.00
U98ASW	READING 8' SRW UTILITY BODY	\$5,718.00
FTL	FLIP TOP LIDS	\$698.00
HAR	HEAD ACHE RACK	\$395.00
W-VERTEX	WHELEN VERTEX 4 CORNER LED KIT	\$517.00
TIR36M	WHELEN TRAFFIC DIRECTIONAL (6) LED FLASHERS INSTALLED ON H. RACK	\$659.00
5H1	ADDITIONAL KEYS	\$44.00
NZZ	SKID PLATE PACKAGE	\$144.00
CLIVWC	CLASS IV WEIGHT CARRYING TOW PKG	\$575.00
8S3	FACTORY BACK UP ALARM	\$137.00
9L7	(4) FACTORY UPFITTER SWITCHES	\$124.00
	TEMPORARY TAG NOT REQUESTED	\$0.00
MG6100	GMPP MAJOR GUARD 6YR 100K MILE EXTENDED WARRANTY	\$2,480.00

TOTAL OF OPTIONS: \$17,671.00  
 TOTAL COST PER UNIT: \$39,078.00

YES WE TAKE TRADE INS \$0.00

TOTAL COST LESS TRADE IN(S): QTY 2 = \$78,156.00

Comments:

et Buick GMC Cadillac FEID #65-0211404  
 20-5996360 / Alan Jay Chrysler Dodge Jeep Ram FEID # 26-4540672  
 Toyota FEID # 59-3533026 / Alan Jay Nissan, Inc. FEID #76-0833978

VEHICLE QUOTED BY: Chris Wilson, Fleet Sales Manager Chris.wilson@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. IF there are any errors or changes, please feel free to contact me at any time.  
 I am always happy to be of assistance

**Prepared By:**  
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## 2015 Fleet/Non-Retail GMC Sierra 2500HD 4WD Double Cab 158.1" TK259

### WINDOW STICKER

2015 GMC Sierra 2500HD 4WD Double Cab 158.1"		Interior: - No color has been selected.
6.0L/366 CID Gas/Ethanol V8		Exterior 1: - No color has been selected.
* 6-Speed Automatic		Exterior 2: - No color has been selected.
<b>CODE</b>	<b>MODEL</b>	<b>MSRP</b>
TK25953	2015 GMC Sierra 2500HD 4WD Double Cab 158.1"	\$36,895.00
<b>OPTIONS</b>		
E63	PICKUP BOX, WIDESIDE	\$0.00
Z85	SUSPENSION PACKAGE, HANDLING/TRAILERING, HEAVY-DUTY	\$0.00
FE9	EMISSIONS, FEDERAL REQUIREMENTS	\$0.00
L96	ENGINE, VORTEC 6.0L VARIABLE VALVE TIMING V8 SFI E85-COMPATIBLE, F	\$0.00
MYD	TRANSMISSION, 6-SPEED AUTOMATIC, HEAVY-DUTY, ELECTRONICALLY CO	\$0.00
GEH	GVWR, 9500 LBS. (4309 KG)	\$0.00
GT5	REAR AXLE, 4.10 RATIO	\$0.00
1SA	WORK TRUCK PREFERRED EQUIPMENT GROUP	\$0.00
PYN	WHEELS, 17" (43.2 CM) STEEL	\$0.00
QHQ	TIRES, LT245/75R17E ALL-SEASON, BLACKWALL	\$0.00
ZY1	PAINT, SOLID	\$0.00
GAZ	SUMMIT WHITE	\$0.00
AE7	SEATS, FRONT 40/20/40 SPLIT-BENCH, 3-PASSENGER, DRIVER AND FRONT	\$0.00
H2Q	JET BLACK/DARK ASH, VINYL SEAT TRIM	\$0.00
IO3	AUDIO SYSTEM, 4.2" DIAGONAL COLOR DISPLAY, AM/FM STEREO WITH USB	\$0.00
G80	DIFFERENTIAL, HEAVY-DUTY LOCKING REAR	\$395.00
NZZ	UNDERBODY SHIELD, FRAME-MOUNTED SHIELDS	\$150.00
VK3	LICENSE PLATE KIT, FRONT	\$0.00
9L7	UPFITTER SWITCHES, (4)	\$125.00
VQ2	FLEET PROCESSING OPTION	\$0.00

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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2015 Fleet/Non-Retail GMC Sierra 2500HD 4WD Double Cab 158.1" TK259

**WINDOW STICKER**

<b>SPECIAL EQUIPMENT OPTIONS</b>		
5H1	KEY EQUIPMENT, TWO ADDITIONAL KEYS FOR SINGLE KEY SYSTEM	\$45.00
8S3	BACKUP ALARM, 97 DECIBELS	\$138.00
<b>SUBTOTAL</b>		<b>\$37,748.00</b>
	Advert/Adjustments	\$0.00
	Destination Charge	\$1,095.00
<b>TOTAL PRICE</b>		<b>\$38,843.00</b>
Est City: mpg		
Est Highway: mpg		
Est Highway Cruising Range: mi		

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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2015 Fleet/Non-Retail GMC Sierra 2500HD 4WD Double Cab 158.1" TK259

**SELECTED MODEL & OPTIONS**

**SELECTED MODEL - 2015 Fleet/Non-Retail TK25953 4WD Double Cab 158.1"**

<u>Code</u>	<u>Description</u>	<u>VQ2</u>	<u>MSRP</u>
TK25953	2015 GMC Sierra 2500HD 4WD Double Cab 158.1"	\$33,574.46	\$36,895.00

**SELECTED VEHICLE COLORS - 2015 Fleet/Non-Retail TK25953 4WD Double Cab 158.1"**

<u>Code</u>	<u>Description</u>
-	Interior: No color has been selected.
-	Exterior 1: No color has been selected.
-	Exterior 2: No color has been selected.

**SELECTED OPTIONS - 2015 Fleet/Non-Retail TK25953 4WD Double Cab 158.1"**

<u>CATEGORY</u>		<u>VQ2</u>	<u>MSRP</u>
<u>Code</u>	<u>Description</u>		
BODY CODE			
E63	PICKUP BOX, WIDESIDE (STD)	\$0.00	\$0.00
SUSPENSION PKG			
Z85	SUSPENSION PACKAGE, HANDLING/TRAILERING, HEAVY-DUTY includes 51mm twin tube shock absorbers and 33mm front stabilizer bar (STD)	\$0.00	\$0.00
EMISSIONS			
FE9	EMISSIONS, FEDERAL REQUIREMENTS	\$0.00	\$0.00
ENGINE			
L96	ENGINE, VORTEC 6.0L VARIABLE VALVE TIMING V8 SFI E85-COMPATIBLE, FLEXFUEL capable of running on unleaded or up to 85% ethanol (360 hp [268.4 kW] @ 5400 rpm, 380 lb-ft of torque [515.0 N-m] @ 4200 rpm) with (E63) fleetside pickup box; (322 hp [240.1 kW] @ 4400 rpm, 380 lb-ft of torque [515.0 N-m] @ 4200 rpm) with (ZW9) pickup box delete (Does not include E85 capability with (ZW9) pickup box delete.) (STD)	\$0.00	\$0.00

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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## 2015 Fleet/Non-Retail GMC Sierra 2500HD 4WD Double Cab 158.1" TK259

### SELECTED MODEL & OPTIONS

#### SELECTED OPTIONS - 2015 Fleet/Non-Retail TK25953 4WD Double Cab 158.1"

#### CATEGORY

<u>Code</u>	<u>Description</u>	<u>VQ2</u>	<u>MSRP</u>
<b>TRANSMISSION</b>			
MYD	TRANSMISSION, 6-SPEED AUTOMATIC, HEAVY-DUTY, ELECTRONICALLY CONTROLLED with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD) (Requires (L96) Vortec 6.0L V8 SFI engine or (LC8) 6.0L V8 SFI Gaseous engine.)	\$0.00	\$0.00
<b>GVWR</b>			
GEH	GVWR, 9500 LBS. (4309 KG) (Requires (L96) Vortec 6.0L V8 SFI engine or (LC8) 6.0L V8 SFI Gaseous engine.)	\$0.00	\$0.00
<b>AXLE</b>			
GT5	REAR AXLE, 4.10 RATIO (Requires (L96) Vortec 6.0L V8 SFI engine or (LC8) 6.0L V8 SFI Gaseous CNG (Compressed Natural Gas) engine.)	\$0.00	\$0.00
<b>PREFERRED EQUIPMENT GROUP</b>			
1SA	WORK TRUCK PREFERRED EQUIPMENT GROUP includes standard equipment	\$0.00	\$0.00
<b>WHEELS</b>			
PYN	WHEELS, 17" (43.2 CM) STEEL includes 17" x 7.5" (43.2 cm x 19.1 cm) steel spare wheel. Spare not included with (ZW9) pickup box delete unless a spare tire is ordered. (STD)	\$0.00	\$0.00
<b>TIRES</b>			
QHQ	TIRES, LT245/75R17E ALL-SEASON, BLACKWALL (STD)	\$0.00	\$0.00
<b>PAINT SCHEME</b>			
ZY1	PAINT, SOLID	\$0.00	\$0.00
<b>PAINT</b>			
GAZ	SUMMIT WHITE	\$0.00	\$0.00
<b>SEAT TYPE</b>			
AE7	SEATS, FRONT 40/20/40 SPLIT-BENCH, 3-PASSENGER, DRIVER AND FRONT PASSENGER RECLINE with outboard head restraints and center fold-down armrest with storage. Vinyl has fixed lumbar and cloth has manually adjustable driver lumbar. (STD)	\$0.00	\$0.00
<b>SEAT TRIM</b>			

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## 2015 Fleet/Non-Retail GMC Sierra 2500HD 4WD Double Cab 158.1" TK259

### SELECTED MODEL & OPTIONS

#### SELECTED OPTIONS - 2015 Fleet/Non-Retail TK25953 4WD Double Cab 158.1"

#### CATEGORY

<u>Code</u>	<u>Description</u>	<u>VQ2</u>	<u>MSRP</u>
SEAT TRIM H2Q	JET BLACK/DARK ASH, VINYL SEAT TRIM	\$0.00	\$0.00
RADIO IO3	AUDIO SYSTEM, 4.2" DIAGONAL COLOR DISPLAY, AM/FM STEREO WITH USB PORTS auxiliary jack and SD card slot (STD) (Upgradeable to (IO4) 4.2" diagonal color display radio with IntelliLink.)	\$0.00	\$0.00
ADDITIONAL EQUIPMENT G80	DIFFERENTIAL, HEAVY-DUTY LOCKING REAR	\$335.75	\$395.00
NZZ	UNDERBODY SHIELD, FRAME-MOUNTED SHIELDS includes front underbody shield starting behind front bumper and running to first cross-member, protecting front underbody, oil pan, differential case and transfer case (Included with (VYU) Snow Plow Prep Package.)	\$127.50	\$150.00
VK3	LICENSE PLATE KIT, FRONT (will be forced on orders with ship-to states that require front license plate) Note: (VK3) deletes center lower bumper filler panel.	\$0.00	\$0.00
9L7	UPFITTER SWITCHES, (4)	\$106.25	\$125.00
VQ2	FLEET PROCESSING OPTION	\$0.00	\$0.00
SPECIAL EQUIPMENT OPTIONS 5H1	KEY EQUIPMENT, TWO ADDITIONAL KEYS FOR SINGLE KEY SYSTEM Provides two additional spare keys for a total of (4). (Keys will be cut but not programmed) (Not available with (9J4) rear bumper delete. Requires (E63) pickup box.)	\$38.25	\$45.00
8S3	BACKUP ALARM, 97 DECIBELS (Not available with SEO (SFW) back-up alarm calibration or (UY2) trailer wiring provisions.)	\$117.30	\$138.00
<b>OPTIONS TOTAL</b>		<b>\$725.05</b>	<b>\$853.00</b>

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 328.0, Data updated 4/15/2014  
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Customer File:



# Florida Sheriffs Association

## 2015 ROLLOVER VEHICLES

### BID NUMBER 12-20-0905

SPEC #	2013 MODEL	2015 MODEL	MODEL DESCRIPTION	2015 INCREASE
3	CC10706/1FL/PPV	CC15706/1FL/PPV	2015 CHEVY TAHOE 1500 PPV	\$2,577.00
23	CC10706/1FL	CC15706/1FL	2015 CHEVY TAHOE 1500 COMMERCIAL 2WD	\$2,590.00
23	TC10706/1FL	TC15706/1FL	2015 GMC YUKON 1500 COMMERCIAL 2WD	\$4,597.00
24	CK10706/1FL	CK15706/1FL	2015 CHEVY TAHOE COMMERCIAL 4WD	\$1,932.00
24	TK10706/1FL	TK15706/1FL	2015 GMC YUKON 1500 COMMERCIAL 4WD	\$3,688.00
25	CC10906/1FL	CC15906/1FL	2015 CHEVY SUBURBAN 1500 COMM 2WD	\$2,125.00
25	TC10906/1FL	TC15906/1FL	2015 GMC YUKON XL COMM 2WD	\$4,334.00
26	CK10906/1FL	CK15906/1FL	2015 CHEVY SUBURBAN 1500 COMM 4WD	\$2,309.00
26	TK10906/1FL	TK15906/1FL	2015 GMC YUKON XL COMM 4WD	\$4,529.00
40	CC20903	CC25903	2015 CHEVY SILVERADO 2500 2WD	\$3,466.00
40	TC20903	TC25903	2015 GMC SIERRA 2500 2WD	\$3,729.00
41	CK20903	CK25903	2015 CHEVY SILVERADO 2500 4WD	\$3,816.00
41	TK20903	TK25903	2015 GMC SIERRA 2500 4WD	\$3,816.00
44	CC30903	CC35903	2015 CHEVY SILVERADO 3500 2WD	\$1,987.00
44	TC30903	TC35903	2015 GMC SIERRA 3500 2WD	\$1,526.00
45	CK30903	CK35903	2015 CHEVY SILVERADO 3500 4WD	\$3,377.00
45	TK30903	TK35903	2015 GMC SIERRA 3500 4WD	\$2,983.00

### BID NUMBER 12-10-0905

SPEC #	2013 MODEL	2015 MODEL	MODEL DESCRIPTION	2015 INCREASE
`01	CC31003	CC36003	2015 CHEVY SILVERADO 3500 HD 2WD	\$2,285.00
`01	TC31003	TC36003	2015 GMC SIERRA 3500 HD 2WD	\$2,579.00
`02	CK31003	CK36003	2015 CHEVY SILVERADO 3500 HD 4WD	\$1,985.00
`02	TK31003	TK36003	2015 GMC SIERRA 3500 HD 4WD	\$2,165.00

PLEASE CHECK OUR WEBSITE IN THE COMING DAYS FOR OUR  
OFFICIAL POSTING [www.flsheriffs.org](http://www.flsheriffs.org)

**Florida Sheriffs Association  
& Florida Association of Counties  
Rollover Vehicles**

**Bid 12-20-0905  
Pursuit, Administrative, Utility Vehicles,  
Trucks & Vans**

**Please Note:** The "rollover" is only applicable to 2013 model year vehicles and until such time as the dealers inventory is exhausted.

Name of Dealership	Type of Vehicle	Zone	Base Price
<b><u>FULL SIZE UTILITY VEHICLES - RWD (POLICE PACKAGE) (Specification #03)</u></b>			
Stingray Chevrolet	Chevrolet Tahoe 1500 (CC10706/1FL/PPV)	Western	\$26,352.00
Alan Jay Chevrolet Buick . . .	Chevrolet Tahoe 1500 (CC10706/1FL/PPV)	Northern	\$26,349.00
Alan Jay Chevrolet Buick . . .	Chevrolet Tahoe 1500 (CC10706/1FL/PPV)	Central	\$26,269.00
Maroone Chevrolet, LLC*	Chevrolet Tahoe 1500 (CC10706/1FL/PPV)	Southern	\$26,295.00

*Would normally be listed under Bid 13-21-0904 as Specification #06*

<b><u>FULL SIZE 4-DOOR COMMERCIAL UTILITY VEHICLES - 4x2 (Specification #23)</u></b>			
Alan Jay Chevrolet Buick . . .	Chevrolet Tahoe 1500 (CC10706/1FL)	Western	\$28,925.00
Alan Jay Chevrolet Buick . . .	Chevrolet Tahoe 1500 (CC10706/1FL)	Northern	\$28,775.00
Alan Jay Chevrolet Buick . . .	Chevrolet Tahoe 1500 (CC10706/1FL)	Central	\$28,675.00
Maroone Chevrolet, LLC*	Chevrolet Tahoe 1500 (CC10706/1FL)	Southern	\$28,581.00
Alan Jay Chevrolet Buick . . .	GMC Yukon (TC10706/1SA)	Western	\$29,109.00
Alan Jay Chevrolet Buick . . .	GMC Yukon (TC10706/1SA)	Northern	\$28,959.00

<b>Name of Dealership</b>	<b>Type of Vehicle</b>	<b>Zone</b>	<b>Base Price</b>
Alan Jay Chevrolet Buick . . .	GMC Yukon (TC10706/1SA)	Central	\$28,659.00
Alan Jay Chevrolet Buick . . .	GMC Yukon (TC10706/1SA)	Southern	\$28,934.00

*Would normally be listed under Bid 13-21-0904 as Specification #24*

**FULL SIZE 4-DOOR SPECIAL SERVICE UTILITY VEHICLES - 4x4 OR AWD**  
**(Specification #24)**

Alan Jay Chevrolet Buick . . .	Chevrolet Tahoe 1500 (CC10706/1FL/PPV)	Western	\$28,985.00
Alan Jay Chevrolet Buick . . .	Chevrolet Tahoe 1500 (CC10706/1FL/PPV)	Northern	\$28,835.00
Alan Jay Chevrolet Buick . . .	Chevrolet Tahoe 1500 (CC10706/1FL/PPV)	Central	\$28,435.00
Alan Jay Chevrolet Buick . . .	Chevrolet Tahoe 1500 (CC10706/1FL/PPV)	Southern	\$28,810.00
Alan Jay Chevrolet Buick . . .	GMC Yukon (TK10706/1SA)	Western	\$32,749.00
Alan Jay Chevrolet Buick . . .	GMC Yukon (TK10706/1SA)	Northern	\$32,599.00
Alan Jay Chevrolet Buick . . .	GMC Yukon (TK10706/1SA)	Central	\$32,299.00
Alan Jay Chevrolet Buick . . .	GMC Yukon (TK10706/1SA)	Southern	\$32,524.00

*Would normally be listed under Bid 13-21-0904 as Specification #25*

**1/2 TON 4-DOOR EXTENDED WHEELBASE 6 PASSENGER**  
**UTILITY VEHICLES - 4x2 (Specification #25)**

Alan Jay Chevrolet Buick . . .	Chevrolet Suburban 1500 (CC10906/1FL)	Western	\$31,860.00
Alan Jay Chevrolet Buick . . .	Chevrolet Suburban 1500 (CC10906/1FL)	Northern	\$31,710.00
Alan Jay Chevrolet Buick . . .	Chevrolet Suburban 1500 (CC10906/1FL)	Central	\$31,410.00
Maroone Chevrolet, LLC*	Chevrolet Suburban 1500 (CC10906/1FL)	Southern	\$31,532.00
Alan Jay Chevrolet Buick . . .	GMC Yukon XL (TC10906)	Western	\$31,984.00
Alan Jay Chevrolet Buick . . .	GMC Yukon XL (TC10906)	Northern	\$31,834.00
Alan Jay Chevrolet Buick . . .	GMC Yukon XL (TC10906)	Central	\$31,809.00

Name of Dealership	Type of Vehicle	Zone	Base Price
Alan Jay Chevrolet Buick . . .	GMC Yukon XL (TC10906)	Southern	\$31,809.00

*Would normally be listed under Bid 13-21-0904 as Specification #26*

**1/2 TON 4-DOOR EXTENDED WHEELBASE 6 PASSENGER  
UTILITY VEHICLES - 4x4 (Specification #26)**

Alan Jay Chevrolet Buick . . .	Chevrolet Suburban 1500 (CK10906/1FL)	Western	\$34,392.00
Alan Jay Chevrolet Buick . . .	Chevrolet Suburban 1500 (CK10906/1FL)	Northern	\$34,242.00
Alan Jay Chevrolet Buick . . .	Chevrolet Suburban 1500 (CK10906/1FL)	Central	\$33,942.00
Maroone Chevrolet, LLC*	Chevrolet Suburban 1500 (CK10906/1FL)	Southern	\$34,070.00
Alan Jay Chevrolet Buick . . .	GMC Yukon XL (TK10906)	Western	\$34,517.00
Alan Jay Chevrolet Buick . . .	GMC Yukon XL (TK10906)	Northern	\$34,367.00
Alan Jay Chevrolet Buick . . .	GMC Yukon XL (TK10906)	Central	\$34,267.00
Alan Jay Chevrolet Buick . . .	GMC Yukon XL (TK10906)	Southern	\$34,342.00

*Would normally be listed under Bid 13-21-0904 as Specification #27*

**3/4 TON PICKUP TRUCK - 4X2 (Specification #40)**

Alan Jay Chevrolet Buick . . .	Chevrolet Silverado 2500 HD (CC20903)	Western	\$18,782.00
Alan Jay Chevrolet Buick . . .	Chevrolet Silverado 2500 HD (CC20903)	Northern	\$18,732.00
Alan Jay Chevrolet Buick . . .	Chevrolet Silverado 2500 HD (CC20903)	Central	\$18,432.00
Alan Jay Chevrolet Buick . . .	Chevrolet Silverado 2500 HD (CC20903)	Southern	\$18,657.00
Alan Jay Chevrolet Buick . . .	GMC Sierra 2500 HD (TC20903)	Western	\$18,782.00
Alan Jay Chevrolet Buick . . .	GMC Sierra 2500 HD (TC20903)	Northern	\$18,732.00

<b>Name of Dealership</b>	<b>Type of Vehicle</b>	<b>Zone</b>	<b>Base Price</b>
Alan Jay Chevrolet Buick . . .	GMC Sierra 2500 HD (TC20903)	Central	\$18,432.00
Alan Jay Chevrolet Buick . . .	GMC Sierra 2500 HD (TC20903)	Southern	\$18,657.00

*Would normally be listed under Bid 13-21-0904 as Specification #47*

**3/4 TON PICKUP TRUCK - 4X4 (Specification #41)**

Alan Jay Chevrolet Buick . . .	Chevrolet Silverado 2500 HD (CK20903)	Western	\$21,532.00
Alan Jay Chevrolet Buick . . .	Chevrolet Silverado 2500 HD (CK20903)	Northern	\$21,482.00
Alan Jay Chevrolet Buick . . .	Chevrolet Silverado 2500 HD (CK20903)	Central	\$21,182.00
Alan Jay Chevrolet Buick . . .	Chevrolet Silverado 2500 HD (CK20903)	Southern	\$21,407.00
Alan Jay Chevrolet Buick . . .	GMC Sierra 2500 HD (TK20903)	Western	\$21,532.00
Alan Jay Chevrolet Buick . . .	GMC Sierra 2500 HD (TK20903)	Northern	\$21,482.00
Alan Jay Chevrolet Buick . . .	GMC Sierra 2500 HD (TK20903)	Central	\$21,182.00
Alan Jay Chevrolet Buick . . .	GMC Sierra 2500 HD (TK20903)	Southern	\$21,407.00

*Would normally be listed under Bid 13-21-0904 as Specification #48*

**1 TON PICKUP TRUCK - 4X2 (Specification #44)**

Alan Jay Chevrolet Buick . . .	Chevrolet Silverado 3500 HD (CC30903)	Western	\$21,687.00
Alan Jay Chevrolet Buick . . .	Chevrolet Silverado 3500 HD (CC30903)	Northern	\$21,637.00
Alan Jay Chevrolet Buick . . .	Chevrolet Silverado 3500 HD (CC30903)	Central	\$21,537.00
Alan Jay Chevrolet Buick . . .	Chevrolet Silverado 3500 HD (CC30903)	Southern	\$21,562.00

<b>Name of Dealership</b>	<b>Type of Vehicle</b>	<b>Zone</b>	<b>Base Price</b>
Alan Jay Chevrolet Buick . . .	GMC Sierra 3500 HD (TC30903)	Western	\$22,287.00
Alan Jay Chevrolet Buick . . .	GMC Sierra 3500 HD (TC30903)	Northern	\$22,237.00
Alan Jay Chevrolet Buick . . .	GMC Sierra 3500 HD (TC30903)	Central	\$22,137.00
Alan Jay Chevrolet Buick . . .	GMC Sierra 3500 HD (TC30903)	Southern	\$22,162.00

*Would normally be listed under Bid 13-21-0904 as Specification #53*

**1 TON PICKUP TRUCK - 4X4 (Specification #45)**

Alan Jay Chevrolet Buick . . .	Chevrolet Silverado 3500 HD (CK30903)	Western	\$22,880.00
Alan Jay Chevrolet Buick . . .	Chevrolet Silverado 3500 HD (CK30903)	Northern	\$22,830.00
Alan Jay Chevrolet Buick . . .	Chevrolet Silverado 3500 HD (CK30903)	Central	\$22,730.00
Alan Jay Chevrolet Buick . . .	Chevrolet Silverado 3500 HD (CK30903)	Southern	\$22,755.00
Alan Jay Chevrolet Buick . . .	GMC Sierra 3500 HD (TK30903)	Western	\$23,280.00
Alan Jay Chevrolet Buick . . .	GMC Sierra 3500 HD (TK30903)	Northern	\$23,230.00
Alan Jay Chevrolet Buick . . .	GMC Sierra 3500 HD (TK30903)	Central	\$23,130.00
Alan Jay Chevrolet Buick . . .	GMC Sierra 3500 HD (TK30903)	Southern	\$23,155.00

*Would normally be listed under Bid 13-21-0904 as Specification #54*

\*Maroone Chevrolet, LLC  
will be listed as AutoNation Chevrolet of Pembroke Pines on Bid 1 3-21-0904



## CITY OF LAKE WORTH

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

**AGENDA DATE:** August 19, 2014, Regular Meeting

**DEPARTMENT:** Public Services

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### **EXECUTIVE BRIEF**

#### **TITLE:**

Purchase a crane truck from Duval Ford Fleet Sales for use by the Water Distribution and Sewer Collection Department

#### **SUMMARY:**

The Purchase will replace Truck #246 (2004 Chevrolet Silverado 3500) which was scheduled for replacement in Fiscal Year 2014 due to age, condition and safety concerns with the vehicle being undersized.

#### **BACKGROUND AND JUSTIFICATION:**

This vehicle is currently being used by the Sewer Collection Department, is past its useful life, and too costly to maintain. This vehicle and crane is no longer feasible to perform its duties safely required for pulling newer and heavier pumps from 30 and 40 foot deep wastewater wet wells. This vehicle will be replaced with a 2015 Ford F-550 4x4 with a 9 foot auto crane at a cost of \$96,220 with a 5 year / 100,000 mile / 4,000 hour premium care \$0 deductible warranty.

The replacement vehicle will also be used on occasion by the Water Distribution Department to safely replace larger valves and fire hydrants in the Water Distribution System.

The replacement vehicle was quoted by Duval Ford Fleet Sales under vehicle specification #09 for the Ford F-550 4x4. This dealer won the bid award on the Florida Sheriffs' Association contract (Bid# 13.11.0904 / 13.21.0904) and this Agreement is a cooperative purchase (piggy back). To save on space in the backup, please use the internet the bookmark provided to review contract: [http://www.flsheriffs.org/our\\_program/purchasing\\_programs/cooperative-fleet-bid-awards//](http://www.flsheriffs.org/our_program/purchasing_programs/cooperative-fleet-bid-awards//).

#### **MOTION:**

I move to approve/disapprove the purchase of the crane truck from Duval Ford Fleet Sales under a cooperative purchase from the Florida Sheriffs' Association vehicle contract at a cost of \$96,220.

#### **ATTACHMENT(S):**

Fiscal Impact Analysis

Duval Fleet sales specification and proposal

**FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	96,220	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	96,220	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:

Public Services						
Account Number	Account Description	FY2014 Budget	Pre Exp; Balance	Bud Transfer	Expenditure for this item	Post Exp; Balance
530-9010-549.64-30	Machinery & Equipment / Vehicles	875,000	62,060	40,000	96,220	5,840

A budget transfer of \$40,000: will be done upon approval by the Commission to complete this purchase transaction.

C. Department Fiscal Review: \_\_\_\_\_





## CITY OF LAKE WORTH

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

**AGENDA DATE:** August 19, 2014, Regular Meeting

**DEPARTMENT:** Community Sustainability

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### **EXECUTIVE BRIEF**

#### **TITLE:**

Continuing Contract with Community Champions Corporation to provide vacant, foreclosed and abandoned property registration services

#### **SUMMARY:**

The Contract will provide registration services for all improved and unimproved vacant, abandoned and foreclosed properties in the City.

#### **BACKGROUND AND JUSTIFICATION:**

In 2010 the City of Lake Worth adopted a Foreclosure Registration Program, which was amended in May of 2014 to include registration of vacant, unimproved lots as well as the improved properties that are vacant, abandoned or in foreclosure. At one time the city had nearly 1,400 properties identified as being in foreclosure and almost 2,000 as either vacant or abandoned. The registration program assists the City in obtaining code compliance for these properties as well as identifying a responsible party to maintain them. As of June 30, 2014, there were 908 properties registered and the number continues to grow. In addition, the program generates revenue for the City as the fee for each improved property registration is \$200 and for each unimproved vacant lot is \$150. For Fiscal Year 2014, the program has generated nearly \$75,000 and is forecast to generate \$95,000 for Fiscal Year 2015. With the latest changes in the program, the potential revenue to the City likely will increase to over \$100,000.

From 2010 until now, the Federal Property Registration Corporation (FPRC) provided the service for the City, but the contract for these services had expired. Through a competitive procurement process as advertised under RFP 13-14-203, the City sought a professional registration consultant to undertake the management and coordination of the program. One proposal was received meeting the terms of the RFP. Community Champions Corporation (CCC) formerly known as FPRC submitted the responsive proposal. By contracting with CCC, there should be no loss of program effectiveness, and the program should continue to grow. The term of the Contract is for two (2) years with three (3) additional one (1) year renewal options.

#### **MOTION:**

I move to approve/disapprove a contract with Community Champions Corporation.

#### **ATTACHMENT(S):**

Fiscal Impact  
Contract

**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	\$75,000	\$95,000	\$100,000	\$100,000	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
<b>Net Fiscal Impact</b>	<b>\$75,000</b>	<b>\$95,000</b>	<b>\$100,000</b>	<b>100,000</b>	<b>0</b>

No. of Addn'l Full-Time Employee Positions	0	0	0	0	0
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B. Recommended Sources of Funds/Summary of Fiscal Impact: For Fiscal Year 2014 \$75,000 is projected to be collected and \$95,000 for Fiscal Year 2015. These funds are included as General Fund revenues.

<b>Community Champions Corporation</b>		<b>Community Code Compliance Div</b>				
<b>Account Number</b>	<b>Account Description</b>	<b>Project #</b>	<b>FY14 Budget</b>	<b>Current Balance</b>	<b>Agenda Item Expenditure</b>	<b>Remaining Balance</b>
<b>001-0000-329.10-10</b>	Vacant Registry Revenue	N/A	\$75,000 Revenue Budget	\$73,425 Collected	N/A	N/A

C. Department Fiscal Review: \_\_WW\_\_

**VACANT/FORECLOSED PROPERTY REGISTRY CONTRACT WITH COMMUNITY CHAMPIONS CORPORATION**

This Contract ("Contract") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between CITY OF LAKE WORTH, a Florida municipal corporation with an address of 7 North Dixie Highway, Lake Worth, FL 33460 ("City"), and COMMUNITY CHAMPIONS CORPORATION, with an address of 6767 N. Wickham Rd. Suite 500, Melbourne, FL 32940 ("Contractor").

**WHEREAS**, the City of Lake Worth initiated Request for Proposal #13-14-203 for vacant/foreclosed properties registry; and,

**WHEREAS**, the City Commission of the City of Lake Worth has determined it to be in the best interest of the City to award the Contract to Community Champions Corporation.

City and Contractor, in consideration of the mutual covenants hereinafter set forth, the sufficiency of which is agreed by both parties, agree as follows:

**Article 1. GENERAL CONDITIONS.**

1.1 Contract Documents. The Contract Documents are incorporated herein by reference as if originally set forth in this Contract, and comprise the entire agreement between the City and Contractor. The Contract Documents consist of this Contract, the Request for Proposal #13-14-203 (including, but not limited to, the addenda, Special Terms and General Conditions and Terms issued therewith) ("RFP"), the proposal submitted by the Contractor and any duly executed and issued Change Orders, Work Directive Changes, Field Orders and amendments relating thereto. If, during the performance of the work, the Contractor finds an ambiguity, error or discrepancy in the Contract Documents, the Contractor shall so notify the City, in writing, at once and before proceeding shall obtain a written interpretation or clarification. In resolving conflicts in any of the Contract Documents, the order of precedence shall be as follows:

First Priority:	Duly executed Change Orders; Work Direct Changes; and, Field Orders
Second Priority:	This Contract
Third Priority:	RFP #13-14-203
Fourth Priority:	Contractor's Proposal

The City will not be responsible for any oral instructions, clarifications, or other communications except those provided in writing in response to Contractor's request for clarification of an ambiguity, discrepancy or error.

1.2 Contract Administrator. The Contractor shall follow the instructions of the City's Contract Administrator. The Contract Administrator shall be the City Manager or his/her designee. In the administration of this Contract, as contrasted with matters of policy, all

parties may rely upon instructions or determinations made by the Contract Administrator.

1.3 **Contract Price.** The Contract Price shall be as set forth in paragraph 8 of the RFP, where the Contractor will retain 50% of the fees collected for each property, not to exceed \$100.00 for improved properties and \$75.00 for unimproved properties, for registering the vacant/foreclosed properties. The remaining amount shall be remitted to the City in a manner as set forth in Article 2.

1.4 **Scope of Services.** The Scope of services for this Contract shall be the same as the scope of work set forth in the RFP.

## Article 2. PAYMENT PROCEDURES

Contractor shall remit payment to the City on the first day of each month, without any request or invoice from the City. Along with remitting the payment to the City the Contractor shall also include the number, type (improved versus unimproved) and address (which will also include the name of the person or entity that made the payment) of the registrations that comprises the payment.

## Article 3. SUBCONTRACTS

Contractor shall not subcontract or assign any work without the written permission of the City, which may be withheld in its sole discretion.

## Article 4. TERM

This Agreement shall commence upon the approval by the City. The term of this Contract shall be for two (2) years with three (3) additional one (1) year renewal options, as determined by the City in its sole and absolute discretion. The City may exercise advance written notice of its intention to renew prior to the expiration of the current term.

## Article 5. INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the City, its officials, employees and agents, from liability on account of any injuries, damages, omissions, commissions, actions, causes of actions, claims, suits, judgments and damages including court costs and attorneys' fees through and including all administrative, trial or appellate proceedings, accruing, as a result of work performed or not performed, or any negligent act by the Contractor, or any action arising out of the operation of this Contract. The Contractor agrees that such indemnification further includes any costs and attorney's fees incurred through all trial and/or appellate proceedings in establishing City's right and entitlement to indemnification under this provision.

## Article 6. 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.

#### Article 7. PUBLIC RECORDS

Contractor shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, Independent 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 Independent 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.

#### Article 8. COMMENCEMENT OF THE CONTRACT.

The Contractor shall commence work immediately after approval by the City.

#### Article 9. INSURANCE.

Contractor shall comply with all of the insurance requirements set forth in RFP # 13-14-203.

#### Article 10. TERMINATION.

The City may terminate this Contract, with or without cause, upon 30 days written notice to the Contractor.

#### Article 11. MISCELLANEOUS.

11.1 The City and Contractor each binds itself, its partners, its 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.

- 11.2 Additional work, changes to the Contract Price, or Contract Time, is subject to the City's prior written approval.
- 11.3 Headings and References & Exhibits: The headings contained in this Contract are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Articles are to the Articles of this Contract. All references herein to Exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Contract.
- 11.4 Counterparts: This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.
- 11.5 Entire Contract; Amendment and Waiver: This Contract (together with the Exhibits hereto) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract 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 Contract.
- 11.6 Successors and Assigns: This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 11.7 Governing Law; Consent to Jurisdiction: This Contract 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 submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (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, 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 part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.

- 11.8 Third Party Beneficiary rights: This Contract shall create no rights or claims whatsoever in any person other than a party herein.
- 11.9 Severability: If any one or more of the provisions of the Contract shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 11.10 Effective date: The effective date of this Contract is the date the Contract is approved by the City Commission.
- 11.11 Amendments: This Agreement may only be amended by mutual agreement of the parties, provided that the amendment is in writing and is executed on behalf of both parties.
- 11.12 Waiver: No express or implied, consent to or waiver of, any breach or default by the other party, in the performance of the obligations hereunder shall be deemed or construed to be a consent to, or waiver of, any other breach or default in the performance by such hereunder. Failure on the part of either party to complain of any act of the other in default, irrespective of how long such failure continues, shall not constitute a waiver of a party's rights hereunder.
- 11.13 Notices: All notices, including changes in addresses, required to be given pursuant to this Contract shall be given by certified or registered mail, return receipt requested; hand-delivery (evidenced by a receipt signed by the recipient); or, nationally recognized overnight courier, and shall be effective when received. All notices shall be delivered to the address provided above for the City and Contractor.
- 11.14 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.





## CITY OF LAKE WORTH

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

**AGENDA DATE:** August 19, 2014, Regular Meeting

**DEPARTMENT:** Community Sustainability

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### **EXECUTIVE BRIEF**

#### **TITLE:**

Professional Services Agreement with NZ Consultants, Inc. to provide Current and Long Range Planning, Zoning and Historic Preservation Services

#### **SUMMARY:**

The Agreement will authorize services to complement the existing staff and handle special and required projects that could not otherwise be completed.

#### **BACKGROUND AND JUSTIFICATION:**

Over the past year a need for additional professional planning services has been identified due to staff turnover, vacant positions and special projects that need to be completed in order to meet statutory requirements or initiatives with Palm Beach County.

Through a competitive procurement process as advertised under RFP 13-14-206, the City sought a professional planning consultant, who would be able to provide services in the areas of current and long range planning, zoning and historic preservation as well as annexation studies and traffic analysis. Five (5) proposals were received meeting the terms of the RFP, and NZ Consultants, Inc. was selected based on overall qualifications and its hourly fee schedule. The term of the Agreement is for five (5) years with two (2) additional one (1) year renewal options. Individual projects will be identified and coordinated with the consultant and will be invoiced separately.

At this time, the Planning, Zoning and Historic Preservation Division have \$25,000 available for these professional services during the remainder of Fiscal Year 2014. For Fiscal Year 2015 another \$25,000 has been requested as part of the budget process. Initial services to be provided will be completion of the City's Interlocal Service Boundary Area (ISBA) agreement with Palm Beach County, which will facilitate properties to be annexed into the City more efficiently and quickly should the property owner wish to do so. Other services are likely to be Comprehensive Plan Amendments and assistance with the review of larger more complicated projects prior to their going before a review board.

#### **MOTION:**

I move to approve/disapprove an agreement with NZ Consultants, Inc.

#### **ATTACHMENT(S):**

Fiscal Impact Analysis

Professional Services Agreement

**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	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
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	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

For Fiscal Year 2014, \$3,000 remains in account #001-2030-515.31-90 Professional Services. A budget transfer for \$22,000: is also being requested from account # 001-2030-515-12-10 to 001-2030-515-31-90 to make up the \$25,000: contract cost.

With Fiscal Year 2015, there is \$25,000 being requested for Professional Services.

<b>FIRM</b>		<b>PZ&amp;HP DIVISION</b>				
<b>Account Number</b>	<b>Account Description</b>	<b>Project #</b>	<b>FY14 Budget</b>	<b>Budget Transfer</b>	<b>Agenda Item Expenditure</b>	<b>Remaining Balance</b>
<b>001-2030-515-31.90</b>	Contractual Services	N/A	\$3,000	\$22,000	-\$25,000	\$0.00

C. Department Fiscal Review:   \_WW\_

**PROFESSIONAL SERVICES AGREEMENT**  
**(Current and Long Range Planning, Zoning and Historic Preservation Services)**

THIS AGREEMENT ("Agreement") is entered into by and between the City of Lake Worth, a Florida municipal corporation ("City") and NZ Consultants, Inc., a Florida corporation ("Consultant").

**RECITALS**

**WHEREAS**, the City is in need of certain planning, zoning and historic preservation services for current and long range projects; and,

**WHEREAS**, the City issued a Request for Proposal (RFP No. 13-14-206) for the needed services; and,

**WHEREAS**, the Consultant submitted a proposal in response to the City's RFP and is willing to provide appropriately licensed, qualified personnel to provide the City with said services; and,

**WHEREAS**, the City desires to accept the Consultant's proposal; and,

**WHEREAS**, the purpose of this Agreement is to set forth certain terms and conditions for the provision of services by the Consultant to the City.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the City and the Consultant agree as follows:

**SECTION 1: INCORPORATION OF RECITALS.** The foregoing Recitals are incorporated into this Agreement as true and correct statements.

**SECTION 2: CONSULTANT'S SERVICES.** As more specifically set forth in the City's RFP (RFP No. 13-14-206) and the Consultant's responsive proposal, which are incorporated herein by reference, the Consultant shall provide the City with current and long range Planning, Zoning and Historic Preservation services to the City's Department for Community Sustainability.

**SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP.** No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of the Consultant's, officers, directors, employees, independent contractors, representatives or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the City for compensation of any kind under this Agreement. The relationship between the City and Consultant is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

**SECTION 4: TERM AND TERMINATION.**

a. **Term.** The term of this Agreement shall commence upon the approval of this Agreement by the City and shall be for an initial term of five (5) years with two (2) one year renewal options unless earlier terminated as stated herein. The City's City Manager may approve (in writing) the renewal options.

b. **Termination without cause.** Either party may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days written notice of termination.

c. Termination for cause. Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) days from the date of the notice in which to remedy the breach. If such corrective action is not taken within three (3) days, then this Agreement shall terminate at the end of the three (3) day period without further notice or demand.

d. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the City is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the City of funds sufficient to pay the costs associated herewith in any fiscal year of the City. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the City's governing board in any fiscal year to pay the costs associated with the City's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the City to be, insufficient to pay the costs associated with the City's obligations hereunder in any fiscal period, then the City will notify Consultant of such occurrence and either the City or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the City of any kind whatsoever; however, City shall pay Consultant for all services performed under this Agreement through the date of termination.

#### **SECTION 5: COMPENSATION.**

a. Payments. The City agrees to compensate the Consultant in accordance with the fee schedule set forth in **Exhibit "A"**; provided that, the total amount to paid the Consultant under this Agreement shall not exceed Fifty Thousand Dollars (\$50,000) for the term of August 19, 2014 to September 30, 2015. The City shall not reimburse the Consultant for any additional costs incurred as a direct or indirect result of the Consultant providing service to the City under this Agreement and not set forth in **Exhibit "A"**.

b. Invoices. The Consultant shall tender monthly invoices to the City for services that have been rendered in conformity with this Agreement in the previous month. The invoices shall specify the work performed and the time spent on such work. Invoices will normally be paid within thirty (30) days following the City's receipt of the Consultant's invoice.

**SECTION 6: INDEMNIFICATION.** The Consultant, its officers, employees and agents shall indemnify and hold harmless the City, including its officers, employees and agents from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence of the Consultant, its officers, directors, employees, representatives and agents employed or utilized by the Consultant in the performance of the services under this Agreement. The City agrees to be responsible for its own negligence. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Consultant, nor shall this Agreement be construed as a waiver of sovereign immunity for the City beyond the waiver provided in section 768.28, Florida Statutes.

**SECTION 7: COMPLIANCE AND DISQUALIFICATION.** Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative

instructions that relate to the parties' performance of this Agreement, including, without limitation, the applicable licensure requirements and the Florida Building Code.

**SECTION 8: 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 authorized or permitted under federal, state and local law to perform such services.

**SECTION 9: SUB-CONSULTANTS.** The City reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. All sub-consultants providing professional services to the Consultant under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. In the event that a sub-consultant does not have insurance or does not meet the insurance limits as stated in this Agreement, the Consultant shall indemnify and hold harmless the City for any claim in excess of the sub-consultant's insurance coverage, arising out of the negligent acts, errors or omissions of the sub-consultant.

**SECTION 10: FEDERAL AND STATE TAX.** The City is exempt from payment of Florida State Sales and Use Tax. The Consultant is not authorized to use the City's Tax Exemption Number.

**SECTION 11: INSURANCE.** Prior to commencing any services, the Consultant shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the City and the Consultant. All such insurance policies may not be modified or terminated without the express written authorization of the City.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional liability/ Errors and Omissions	\$1,000,000 per occurrence
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Consultant, personal injury)	\$1, 000,000 per occurrence \$2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$ 1,000,000 single limits
Worker's Compensation	\$ statutory limits

The commercial general liability and excess liability policies will name the City as an additional insured and proof of all insurance coverage shall be furnished to the City by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Consultant of its liability and obligations under this Agreement.

**SECTION 12: SUCCESSORS AND ASSIGNS.** The City and the Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

**SECTION 13: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES.** All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. 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 14: 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 RELATED TO THIS AGREEMENT.

**SECTION 15: ACCESS AND AUDITS.** The Consultant shall maintain adequate records to justify all payments made by the City under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

**SECTION 16: 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, marital status, or sexual orientation.

**SECTION 17: AUTHORITY TO PRACTICE.** The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the City upon request.

**SECTION 18: SEVERABILITY.** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

**SECTION 19: PUBLIC ENTITY CRIMES.** Consultant 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 Statutes, for CATEGORY TWO for a period of 36

months following the date of being placed on the convicted vendor list. The Consultant will advise the City immediately if it becomes aware of any violation of this statute.

**SECTION 20: NOTICE.** All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the CITY shall be sent to:

William Waters, AIA, NCARB, LEED AP BD+C  
Director for Community Sustainability  
City of Lake Worth  
1900 2<sup>nd</sup> Avenue North  
Lake Worth, FL 33461

and if sent to the CONSULTANT, shall be sent to:

Nilsa Zacarias, AICP, Principal  
1851 West Indiantown Road  
Suite 100  
Jupiter, Florida 33458

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

**SECTION 21: ENTIRETY OF AGREEMENT.** The City and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

**SECTION 22: WAIVER.** Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

**SECTION 23: PREPARATION AND NON-EXCLUSIVE.** This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the City reserves the right to contract with individuals or firms to provide the same or similar services.

**SECTION 24: MATERIALITY.** All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and City may at its option provide notice to the Consultant to terminate for cause.

**SECTION 25: LEGAL EFFECT.** This Agreement shall not become binding and effective until approved by the City. The Effective Date is the date this Agreement is executed by the City.

**SECTION 26: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS.** Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

**SECTION 27: SURVIVABILITY.** Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

**SECTION 28: COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

**SECTION 29: PALM BEACH COUNTY IG.** 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.

**SECTION 30: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS.** This Agreement consists of this Agreement (along with **Exhibit "A"**), and the incorporated City RFP and Consultant's proposal. The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. 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 (along with **Exhibit "A"**) shall prevail with the City's RFP 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.

**SECTION 31: REPRESENTATIONS and BINDING AUTHORITY.** By signing this Agreement, Nilsa Zacarias hereby represents to the City that she 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 Consultant for whom she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**  
**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement as of the day and year set forth below by the City.

**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  
Glen J. Torcivia, City Attorney

**NZ Consultants, Inc.**

By: Nilsa Zacarias

[Corporate Seal]

Print Name: Nilsa Zacarias, AICP

Title: President

STATE OF FLORIDA)  
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 11 day of Aug, 2014, by Nilsa Zacarias, as President of NZ Consultants, 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 Florida Drivers License as identification.



Maggie J. O'Donnell  
Notary Public

**EXHIBIT "A"**

**NZ Consultants Professional Hourly Rate Schedule**

Principal Planner:	\$85/hour
Senior Planner:	\$75/hour
Planner:	\$55/hour
Assist. Planner:	\$35/hour
Architec. Design:	\$95/hour
Web Design:	\$95/hour
GIS:	\$75/hour



## CITY OF LAKE WORTH

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

**AGENDA DATE:** August 19, 2014, Regular Meeting

**DEPARTMENT:** Community Sustainability

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### **EXECUTIVE BRIEF**

#### **TITLE:**

Continuing agreement with Anchors Emergency Board Up Services, Inc. for board and secure services.

#### **SUMMARY:**

The Agreement will provide board up and secure services under the Code Compliance Remediation program.

#### **BACKGROUND AND JUSTIFICATION:**

The City has experienced a serious decline in the overall condition of many properties due to the economic downturn and recession beginning in 2007. Many of the properties involved require board & secure services to remediate code compliance 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 remediation. Unfortunately, in dozens of cases the code compliance process has not resulted in private actions, and the City must now intervene and perform the remediation under its Chronic Nuisance program. The program affords the City the ability to perform remediation activities 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 more than (60) vacant structures on a growing list of properties that were cited as of July 31, 2014 for needing remedial services. The required legal notifications have already been mailed to the legal owners for these properties and they are ready for remedial actions to take place. Approval of this agreement, allows the City to move more quickly with the remedial services and to expend all the necessary funds for this endeavor. Upon approval of the agreements, quotes for service will be solicited from the firms to perform the board & secure activities. Proposals may include more than one (1) property in an effort to save time and efficiency. The agreements establish a continuing services approach for a three (3) year term with the option to extend two (2) additional one (1) year terms. At present, there is \$202,089 available in the remedial services fund. If more funding is needed this fiscal year, a budget amendment will be prepared and brought to the Commission for consideration.

The City of West Palm Beach undertook a competitive procurement process resulting in the selection of one (1) firm to provide board & secure services. Utilizing the "piggy back" option, the City has contacted Anchors Emergency Board Up Services, Inc., which is open to working with the City and has signed a continuing service agreement to provide such services under the Code Remediation Program

#### **MOTION:**

I move to approve/disapprove agreement with Anchors Emergency Board Up Services, Inc.

#### **ATTACHMENT(S):**

Fiscal Impact Analysis  
Agreement

**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	\$202,089	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	\$202,089	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: For Fiscal Year 2014 \$202,411 was budgeted for contractual services that can provide funds for board & secures, with a current balance of \$202,089. These funds also are used for demolition and lot clearing activities.

<b>Anchors</b>		<b>Community Code Compliance Div</b>				
<b>Account Number</b>	<b>Account Description</b>	<b>Project #</b>	<b>FY14 Budget</b>	<b>Current Balance</b>	<b>Agenda Item Expenditure</b>	<b>Remaining Balance</b>
<b>160-2040-515-34-50</b>	Contractual Services	N/A	202,411	202,089	Up to 202,089	0

C. Department Fiscal Review: \_\_\_\_\_

## **AGREEMENT FOR BOARD & SECURE SERVICES**

THIS AGREEMENT ("Agreement" hereafter) is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the **CITY OF LAKE WORTH**, 7 N. Dixie Highway, Lake Worth, FL 33460, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the CITY, and **ANCHORS EMERGENCY BOARD-UP SERVICES, INC.**, 401 SE 3<sup>rd</sup> Terrace, Dania Beach, FL 33004, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR.

### **RECITALS**

WHEREAS, the CITY desires to hire CONTRACTOR to perform boarding and securing services for vacant structures throughout the City of Lake Worth; and,

WHEREAS, in 2014, West Palm Beach competitively awarded a board and secure contract to the CONTRACTOR (West Palm Beach ITB No. 13-14-122) ("2014 West Palm Beach Contract" hereafter) based on unit prices submitted by the CONTRACTOR (which is valid through July 1, 2017, unless renewed); and,

WHEREAS, the CITY has requested and the CONTRACTOR has agreed to perform board and secure services for the CITY based on the unit prices in the 2014 West Palm Beach Contract; and,

WHEREAS, the CITY desires to accept CONTRACTOR's unit prices by piggy-backing the 2014 West Palm Beach Contract including all pricing, terms and conditions therein; and,

WHEREAS, the CITY has determined that entering into this Agreement with the CONTRACTOR for board and secure services serves a valid public purpose.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.

West Palm Beach Contract. The 2014 West Palm Beach Contract is hereby incorporated by reference into and expressly made a part of this Agreement as if set forth at length herein.

CONTRACTOR's Services. In accordance with the pricing, terms and conditions in the 2014 West Palm Beach Contract, which is hereby expressly made a part of this Agreement as if set forth at length herein, the CONTRACTOR shall provide board and secure services as requested by the CITY.

4. Conflict of Terms and Conditions. Conflicts between documents shall be resolved in the following order of precedence:

- a. This Agreement
- b. The 2014 West Palm Beach Contract

5. Compensation to CONTRACTOR. Payments by the CITY to the CONTRACTOR under this Agreement shall not exceed the amount of compensation stated in the CONTRACTOR's unit price bid for the 2014 West Palm Beach Contract. CONTRACTOR shall submit invoices to the CITY for review and approval by the CITY's representative, indicating that the services have been provided and rendered in conformity with this Agreement and then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the CITY representative's approval. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. The CONTRACTOR must submit all invoices within thirty (30) days after the completion and acceptance by the CITY of all board and secure services, for each structure, otherwise the CITY shall not be responsible for the payment of any invoices received after this time period.

6. Insurance and Indemnity. CONTRACTOR shall obtain and maintain during the term of this Agreement all insurance required under the 2014 West Palm Beach Contract with the CITY named as an additional insured. CONTRACTOR shall indemnify, defend, save and hold harmless the CITY, its commissioners, officers, agents and employees in the same manner as set forth in the 2014 West Palm Beach Contract.

7. Warranty/Guaranty. Unless a longer period is stated in the 2014 West Palm Beach Contract, CONTRACTOR warrants that its services provided under this Agreement will be free of defects in materials and workmanship for a period of one (1) year from the date of acceptance by the CITY. If any repairs are necessary during the warranty period, the warranty for such repairs shall be extended to provide a full year coverage for all services.

#### Miscellaneous Provisions.

Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter. All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the local rules for mediation in Palm Beach County,

Florida. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Palm Beach County. 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.

Except for mediation and any obligation of the CONTRACTOR to indemnify the CITY, if any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, each party shall be liable and responsible for their own attorney's fees incurred in that enforcement action, dispute, breach, default or misrepresentation. FURTHER, 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.

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

All notices required in this Agreement shall be sent by certified mail, return receipt requested or by nationally recognized overnight courier, and sent to the addresses appearing on the first page of this Agreement.

The CITY and the CONTRACTOR agree that this Agreement (and the other documents described herein) sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

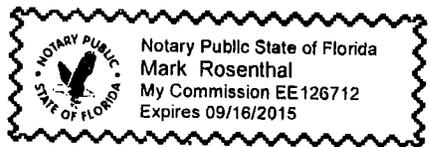
**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**



Notary Public

*Mark Rosenthal*  
Mark Rosenthal Print  
My  
expires: 9/16/15

Name:  
commission





## CITY OF LAKE WORTH

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

**AGENDA DATE:** August 19, 2014, Regular Meeting

**DEPARTMENT:** Community Sustainability

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### **EXECUTIVE BRIEF**

#### **TITLE:**

Accept a dedicated right-of-way along Boutwell Road from West Coast Waters, LLC

#### **SUMMARY:**

The Warranty Deed, as a condition of approval for the site plan and construction of a warehouse building at 3520 Boutwell Road, 3540 Boutwell Road, and 3511 7<sup>th</sup> Avenue North in the Park of Commerce, will convey a right of way to the City as part of the Boutwell Road Infrastructure Project.

#### **BACKGROUND AND JUSTIFICATION:**

On May 21, 2014, the Planning & Zoning Board voted 5-0 to approve the site plan for a +/- 4,963 square foot warehouse facility in the Park of Commerce. As a condition of approval, the applicant, West Coast Waters, LLC through Dominick Pagano, Managing Member, is required to dedicate a right-of-way to the City to provide for the improved intersection at Boutwell Road and Seventh Avenue North of the Boutwell Road Infrastructure Project. If approved, the Warranty Deed will be recorded by the applicant.

#### **MOTION:**

I move to accept/not accept a dedicated right-of-way for the improvement and construction of Boutwell Road and authorize the acceptance and execution of the Warranty Deed.

#### **ATTACHMENT(S):**

Fiscal Impact Analysis – not applicable

Warranty Deed with sketch and legal description

Return to:

Public Works Department  
City of Lake Worth  
7 North Dixie Highway  
Lake Worth, Florida 33460

Property Control Number: Portion of 38-43-44-20-03-002-0141

**NOT TO BE RECORDED WITHOUT CITY OF LAKE WORTH ACCEPTANCE**

---

SPACE ABOVE THIS LINE FOR PROCESSING DATA

**PROJECT NAME: MELROSE IRRIGATION**  
**ROAD NAME: SE CORNER OF N. 7<sup>TH</sup> AVE**  
**AND BOUTWELL ROAD**

### **WARRANTY DEED**

THIS DEED is made this \_\_\_\_ day of \_\_\_\_\_, 2014, by **WEST COAST WATERS LLC**, a **Florida limited liability company**, whose post office address is 271 East Oakland Park Blvd, Fort Lauderdale, Florida 33334 (hereinafter called "Grantor"), to **the City of Lake Worth, Florida** whose address is 7 North Dixie Highway, Lake Worth, Florida 33460 (hereinafter called "Grantee").

WITNESSETH: That Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, all that certain land situate in Palme Beach County, Florida, as follows:

Property more particularly described in **Exhibit "A"** attached hereto and made a part hereof.

TOGETHER with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, including but not limited to mortgages, all liens, and special assessments, except taxes subsequent to the closing date.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the date first above written.

(Signatures of two witnesses required by Florida law)

WEST COAST WATERS LLC, a Florida limited liability company

(1) [Signature]  
Print Name: Catherine Pagano

BY: [Signature]  
DOMINICK PAGANO  
Managing Member

(2) [Signature]  
Print Name: IVOR MARSDEN

STATE OF FLORIDA  
COUNTY OF BELOWARD

Before me personally appeared DOMINICK PAGANO, who is personally known to me, or has produced \_\_\_\_\_ as identification, and who executed the foregoing instrument as Managing Member of West Coast Waters LLC, a Florida limited liability company, and acknowledged to and before me that he executed such instrument as such officer of said company, and that said instrument is the free act and deed of said company.

Witness my hand and official seal this 18 day of JUNE, 2014.



(Stamp/Seal)

[Signature]  
Notary Signature: \_\_\_\_\_  
Notary Public, State of Florida  
IVOR MARSDEN  
Print Notary Name  
FF 101194  
Commission Number  
My Commission Expires: 24 MAY 2018

CITY OF LAKE WORTH ACCEPTANCE

DATE

**Exhibit "A"**

Consisting of a Sketch and Legal Description of the Property

# NORTH 7th AVENUE

POINT OF BEGINNING

35'

SOUTH  
RIGHT-OF-WAY LINE  
7TH AVENUE  
DONORA PARK  
PLAT BOOK 13, PAGE 36

40.00'  
N89°31'42"W

25'

518.41.12'  
40.00' E

N35°52'03"E  
46.34.73'

BLOCK 2

LOT 22

LOT 23

LOT 24

LOT 25

DONORA PARK

EASTERLY  
RIGHT-OF-WAY LINE  
BOUTWELL ROAD

BOUTWELL ROAD  
50' RIGHT-OF-WAY  
ORB 977, PAGES 293-296

NOT TO SCALE



THIS IS NOT A SURVEY

MAY 15, 2014

DRAWING #14-010SC

RONALD E. STOTLER  
PROFESSIONAL SURVEYOR AND MAPPER  
CERTIFICATE NO. 5026  
STATE OF FLORIDA

**MAGELLAN SURVEYING & MAPPING, INC.**

PROFESSIONAL LAND SURVEYORS  
LICENSED BUSINESS - 7571  
450 S. OLD DIXIE HIGHWAY, SUITE 10  
JUPITER, FLORIDA 33458

581-746-8745

FAX 561-746-9632

E-mail info@MAGELLANSURVEYING.COM

## LEGAL DESCRIPTION

A PARCEL OF LAND BEING PORTION OF LOTS 22, 23 AND 24, BLOCK 2, DONORA PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 36, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF NORTH 7TH AVENUE AS SHOWN ON SAID PLAT OF DONORA PARK AND THE EASTERLY RIGHT-OF-WAY LINE OF BOUTWELL ROAD, AS DESCRIBED IN OFFICIAL RECORDS BOOK 977, PAGES 293 THROUGH 296, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE PROCEED SOUTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF BOUTWELL ROAD, SOUTH 18 DEGREES 44 MINUTES 12 SECONDS EAST, A DISTANCE OF 40 FEET; THENCE NORTH 35 DEGREES 52 MINUTES 03 SECONDS EAST, LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 46.34 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE OF NORTH 7TH AVENUE BEING 40 FEET EAST OF POINT OF BEGINNING; THENCE NORTH 89 DEGREES 31 MINUTES 42 SECONDS WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 40 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 755 SQUARE FEET MORE OR LESS.

THIS IS NOT A SURVEY

MAY 15, 2014

DRAWING #14-010SC



RONALD E. STOTLER  
PROFESSIONAL SURVEYOR AND MAPPER  
CERTIFICATE NO. 5026  
STATE OF FLORIDA

**MAGELLAN SURVEYING & MAPPING, INC.**

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FAX 561-746-9632

E-mail info@MAGELLANSURVEYING.COM



## CITY OF LAKE WORTH

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

**AGENDA DATE:** August 19, 2014, Regular Meeting

**DEPARTMENT:** Leisure Services

---

### EXECUTIVE BRIEF

**TITLE:**

Contractor Agreement with R&D Paving, LLC for the Golf Course Cart Path Improvements project

**SUMMARY:**

The Agreement authorizes the renovation of the cart path at holes 7, 12, and 14 at a cost of \$98,000.

**BACKGROUND AND JUSTIFICATION:**

Leisure Services Department/Golf Course Division solicited bids from responsible and experienced contractors to perform construction services for the Hole #7, 12 and 14 Cart Path Improvements Project. Staff is recommending bid item #16 and alternate #1 be deleted to meet the project's budget. The scope of work for the project is described as follows:

- Mobilization of all equipment, labor, and materials
- Construction of a new 6' wide asphalt cart path that is approximately 2,350 linear feet in length
- Demolition of the existing shellrock cart path (approximately 2,350 linear feet)
- Clearing and grubbing approximately 6" outside the limits of the new cart path
- Restoration of the site including grading, sodding, and irrigation repair if broken or damaged

The City received four bids and staff is recommending award to R&D Paving:

Bidder	Project Cost	Completion Days
R&D Paving	\$102,204.05	60
Sunshine Landscaping	\$112,183.14	60
Anatom Construction	\$150,849.00	60
West Construction	\$167,025.90	60

**MOTION:**

I move to approve/not approve a Contractor Agreement with R&D Paving, LLC for the Golf Course Cart Path Improvements project.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Invitation For Bid  
Addendum No. 1  
Bid Tabulation  
Notice of Recommendation of Partial Award  
Agreement

**FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	\$98,000	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	98,000	0	0	0	0
No. of Addt'l Full-Time Employee Positions	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact: There is budget available for this contract in Special Recreation Facilities Capital Projects Account #301-8030-575.63-00 .

C. Department Fiscal Review: BJH/Finance



**City of Lake Worth**  
**PROCUREMENT OFFICE**

**INVITATION FOR BID**

**IFB LS-GC-13-14-120**

**Lake Worth Municipal Golf Course  
Cart Path Improvements**

**Bid Submission Deadline**

**Day/ Date: July 15, 2014**  
Time: 2:00PM  
Location: Procurement Office  
7 North Dixie Highway – 2<sup>nd</sup> Floor  
Lake Worth, FL 33460

**Mandatory Pre-Bid Conference Meeting**

**Day/ Date: June 24, 2014**  
Time: 3:00PM  
Location: Lake Worth Golf Course  
**Meet at the Front Entrance**  
One 7<sup>th</sup> Ave North  
Lake Worth, FL 33460



**PROCUREMENT OFFICE**

7 North Dixie Highway  
Lake Worth, FL 33360  
TEL: 561-586-1674

**INVITATION FOR BID  
IFB #LS-GC-13-14-120**

**Lake Worth Municipal Golf Course – Hole # 7, 12, and 14 Cart Path  
Improvements**

The City of Lake Worth is soliciting bids from responsible and experienced contractors to perform construction services for the Hole # 7, 12 and 14 Cart Path Improvements Project. The scope of work is generally described as follows:

1. Mobilization of all equipment, labor, and materials
2. Construction of a new 6' wide asphalt cart path that is approximately 2,350 linear feet in length
3. Demolition of the existing shellrock cart path (approximately 2,350 linear feet)
4. Clearing and grubbing approximately 6" outside the limits of the new cart path
5. Restoration of the site including grading, sodding, irrigation repair

**Bid documents may be downloaded at the City's website at: [www.LakeWorth.org](http://www.LakeWorth.org).** Hard copies of bid documents may also be acquired from the Procurement Office at 7 North Dixie Highway, Lake Worth, FL 33460.

Time is of the essence. Any bid received after **2:00PM on Tuesday, July 15, 2014**, 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 Budget Manager. Bids shall be placed in a sealed envelope, marked in the lower left-hand corner with the bid number, title, date, and hour bids are scheduled to be received. Offerors are responsible for insuring that their bid is stamped by office personnel by the deadline indicated.

**Mandatory Pre-Bid meeting is scheduled for Tuesday, June 24, 2014 at 3:00PM at the Golf Course located at One 7th Ave North, Lake Worth, FL 33460. Meet at the Front Entrance.**

All bids must be delivered or mailed to:

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

**ENVELOPES CONTAINING BIDS MUST BE IDENTIFIED AS BID # LS-GC-13-14-120.**

  
Hirut Darge, Purchasing Agent

PUBLISH: PALM BEACH POST  
June 15, 2014

**TABLE OF CONTENTS**

**TO**

**CONTRACT DOCUMENTS AND SPECIFICATIONS**

**FOR**

**LAKE WORTH MUNICIPAL GOLF COURSE – HOLE # 7, 12 and 14 CART PATH IMPROVEMENTS**

**IFB #LS-GC-13-14-120**

**INVITATION TO BID**

**SECTION 1 – SCOPE OF WORK AND TENTATIVE BID SCHEDULE**

**SECTION 2 – SPECIAL TERMS**

**SECTION 3 – MINIMUM QUALIFICATIONS**

**CONTRACTOR’S PRIOR EXPERIENCE FORM – A1**

**SECTION 4 – INSTRUCTIONS TO BIDDERS**

**BID PACKAGE COVER SHEET – B1**

**BID – B2**

**SCHEDULE OF UNIT BID ITEMS – B3**

**SUBSTITUTION SHEET – B4**

**SCHEDULE OF SUBCONTRACTORS – B5**

**CONTRACTOR VERIFICATION – B6**

**LIST OF REFERENCES – B7**

**AFFIDAVIT OF PRIME BIDDER – NONCOLLUSION AND PUBLIC ENTITY CRIMES – B8**

**DRUG FREE WORKPLACE CERTIFICATION – B9**

**FLORIDA TRENCH SAFETY COMPLIANCE – B10**

**CONTRACTOR MATERIAL SUPPLIERS – B11**

**CONTRACTOR’S EXISTING AND PROJECTED WORK LOAD – B12**

**CONSTRUCTION SPECIFICATIONS – SEE SEPARATE ATTACHMENTS**

- **ATTACHMENT 1 – AERIAL PIC HOLE 12**
- **ATTACHMENT 2 - AERIAL PIC HOLE 7 & 14**
- **ATTACHMENT 3 – CART PATH CROSS SECTION**
- **ATTACHMENT 4 – SP 12-10599A TLC**

**SECTION 1 – SCOPE OF WORK AND TENTATIVE BID SCHEDULE**

**Lake Worth Municipal Golf Course – Hole # 7, 12 and 14 Cart Path Improvements**

The City of Lake Worth is soliciting bids from responsible and experienced contractors to perform construction services for the Hole # 7, 12 and 14 Cart Path Improvements Project. The scope of work is generally described as follows:

1. Mobilization of all equipment, labor, and materials
2. Construction of a new 6' wide asphalt cart path that is approximately 2,350 linear feet in length
3. Demolition of the existing shellrock cart path (approximately 2,350 linear feet)
4. Clearing and grubbing approximately 6" outside the limits of the new cart path
5. Restoration of the site including grading, sodding, irrigation repair

All work shall be constructed in accordance with the City's design specifications and standards and in accordance with these bid documents available on the City's website at [www.lakeworth.org](http://www.lakeworth.org).

The project is being bid and awarded as a unit price contract and quantities are located within this Invitation for Bid in Section B3.

**TENTATIVE BID SCHEDULE**

Listed below are the tentative dates and times of the project and schedule by which the actions noted must be completed. If the City finds it necessary to change any of these dates and/or times, the change will be accomplished by addendum. All dates and times are subject to change at the City's discretion.

<b><u>ACTION</u></b>	<b><u>COMPLETION DATE</u></b>
IFB Publication Date, Palm Beach Post	June 15, 2014
IFB Posting Date, City Website	June 12, 2014
<b>Mandatory- Pre-Bid Meeting, Golf Course</b>	<b>June 24, 2014 at 3:00 PM</b>
Final Questions Due	June 26, 2014 by 2:00 PM
Addenda Published	July 3, 2014 by 5:00 PM
<b>Proposals Due</b>	<b>July 15, 2014 at 2:00 PM</b>

## SECTION 2 – SPECIAL TERMS

1. **Pre-Bid Conference.** Mandatory Pre-Bid Conference is scheduled at **3:00PM on Tuesday, June 24, 2014** at the Golf Course located at **One 7<sup>th</sup> Ave North, Lake Worth, Florida 33460**, meet at the **Front Entrance**. This will be the only opportunity for bidders to ask questions and seek any clarification concerning the project.

2. **Time of Completion and Liquidated Damages.** The work to be performed under this project shall commence on the date of Notice to Proceed. The work shall be substantially completed within **sixty (60)** calendar days after the date of such notice, and fully completed within **seventy five (75)** calendar days, with such extensions of time as are provided for in the General Conditions.

**The resulting contract will include a provision in substantially the following form regarding liquidated damages:**

**The City and Contractor recognize that the turnaround time for processing the utility bills are critical and time sensitive under this Contract. The City will suffer financial loss if the Contractor fails to achieve daily processing within the time specified herein. In such event, the total amount of the City's damages, will be difficult, if not impossible, to definitely ascertain and quantify. Should the Contractor fail to achieve processing, printing, and mailing of customer bills and inserts within the timeframes established in the Contract, the City shall be entitled to assess, as liquidated damages, but not as a penalty, \$500 (Five Hundred Dollars) for each calendar day thereafter until processing, printing, and mailing of utility bills and inserts is achieved. The Contractor shall expressly waive and relinquish any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the City's actual damages at the time of contracting if Contractor fails to perform the services within the required time periods.**

3. **Permits and Fees.** In accordance with the Public Bid Disclosure Act, the Contractor will be required to make payment to the City of Lake Worth for following permits or licenses, impact, inspection or other fees for this Project under the Contract:

<u>(Permit)</u>	<u>(Fee/Amount or calculation)</u>
<b>Building Permit</b>	<b>Fee Waived</b>

4. **Licenses.** The Bidder will be required to have at the time of bid submittal, the following current license(s):

- State of Florida General Contractor's license OR
- Paving Contractor (PBC Certified) OR
- State of Florida Underground Utility Contractor

The Bidder will also be required, at the time of contract execution, to have a business tax receipt or certificate of registration in accordance with the following:

- No person, contractor or subcontractor may conduct business within the City without a business tax receipt or certificate of registration.
- A contractor who holds a valid countywide contractor's license, in addition to a county business tax receipt shall register with the City.
- Any person engaging in any business, occupation or profession within the City without a permanent business location or branch office in the City, but holding a valid and currently effective business tax receipt issued by the county or another incorporated municipality, shall be issued a certificate of registration upon registering with the business tax official.

5. **Construction Bond.** Payment and Performance Bonds **are not** required.

6. **Insurance.** Prior to execution of the resulting contract derived from this IFB, 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. 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.
- B. The firm shall maintain general automobile liability insurance for owned and hired vehicles (optional / per case basis) of at least \$1,000,000 combined single limit.
- 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 Workers' Compensation, to be maintained by the firm shall specifically include the CITY as an "Additional Insured".

7. **Other Special Conditions:**

This project is located on the City's municipal golf course which is active year round. Special care and attention must be given to the public that utilizes the course. Daily cleanup of the site, site safety, and high priority to service must be taken into account and will be reviewed daily by the Golf Course Manager.

### **SECTION 3 – MINIMUM QUALIFICATIONS**

#### **CHECKLIST**

Contractors must meet the following minimum requirements in order to be considered for award.

**Contractors not meeting these requirements will be disqualified. All decisions of the City are final.**

1. Contractor must have served as prime contractor for a minimum of two similar (2) projects involving similar scope of work (paving, golf course improvements) and similar size projects within the last thirty six (36) months.

Complete Form A1 – Contractor's Prior Experience Form

2. Contractor must possess an active license as described in the "Licenses" section above.



*City of Lake Worth*

IFB #LS-GC-13-14-120

**Contractor's Prior Experience Form**

Each Bidder must provide two (2) references for each project identified to satisfy the minimum qualifications requirements. A reference person must be someone who has personal knowledge of the Bidder's and its subcontractor's (if any) performance. The reference person must have been informed that they are being used as a reference so that the City may check references.

Bidder's Name: \_\_\_\_\_

**PROJECT            (FIRST PROJECT)**

Name of Project: \_\_\_\_\_

Project Location: \_\_\_\_\_

Description of Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

***Describe the project construction elements (type of project, road lanes, number of employees used on project, time frame for completion, etc.) completed by the Contractor, Sub-Contractors, and/or Suppliers:***

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Description of any Change Orders: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Bidder's Name: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Project Start Date: \_\_\_\_\_

Project End Date: \_\_\_\_\_

Owner/Contact Name & Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Note:** Use an additional sheet with the same format to list other projects as proof of prior experience.

**PROJECT            (SECOND PROJECT)**

Name of Project: \_\_\_\_\_

Project Location: \_\_\_\_\_

Description of Project: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

***Describe the project construction elements (type of project, road lanes, number of employees used on project, time frame for completion, etc.) completed by the Contractor, Sub-Contractors, and/or Suppliers:***

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Description of any Change Orders: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bidder's Name: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Project Start Date: \_\_\_\_\_

Project End Date: \_\_\_\_\_

Owner/Contact Name: Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Note:** Use an additional sheet with the same format to list other projects as proof of prior experience in the last 36 months.

## **SECTION 4 - INSTRUCTIONS TO BIDDERS**

*To ensure acceptance of your bid, Bidders must comply with the following instructions:*

### 1. HOW TO SUBMIT A BID:

a. **The original and two (2) copies** of your bid must be submitted in a sealed envelope, marked on the outside lower left-hand corner of the envelope with the Bid number, title, and date and hour bids are scheduled to be received. Sealed bids shall be mailed or hand-delivered to:

**City of Lake Worth – Procurement Office – 2<sup>nd</sup> Floor  
7 North Dixie Highway  
Lake Worth, FL 33460**

b. Time is of the essence and any bid received after the closing date and time indicated on the cover of the Invitation for Bid, whether by mail or otherwise, will be returned unopened and will not be considered. The time of receipt shall be determined by the time clock located in the Procurement Office. Bidders are responsible for insuring that their bid is stamped by City personnel by the deadline indicated. The City shall in no way be responsible for delays caused by any occurrence.

c. Bids submitted by telephone, telegram facsimile or email shall not be accepted.

d. Submission of a Bid implies a full understanding of the Invitation for Bid, the Special Terms, the General Conditions and the drawings and specifications, the Project and the Work. Any misunderstanding as to such terms by the Bidder will not relieve the Bidder from performance.

e. This Invitation for Bid consists of this document along with all plans, drawings and/or technical specifications related to this procurement, all of which are incorporated herein by this reference.

### 2. THE BID PACKAGE. The Bid Submission Package consists of the following documents:

#### Minimum Requirements Checklist and Form A1

B1	Bid Cover Sheet
B2	Bid
B3	Schedule of Bid Items
B4	Substitution Sheet
B5	Schedule of Subcontractors (with daily reporting format)
B6	Contractor Verification
B7	Reference List
B8	Non-Collusion Affidavit
B9	Drug Free Certification
B10	Trench Safety Compliance Form
B11	Contractor's Material Suppliers
B12	Contractor's Existing and Proposed Workload
—	Copies of required licenses or registrations

The Bid Submission Package, and any other required documents must be returned in order for the bid to be considered.

**AVOID BID REJECTION:** Bids may be rejected for noncompliance to requirements after review by the Procurement Office. All bids must be submitted on the provided Bid forms (A1, B1 – B12), as applicable to this IFB. **Form B-2 and B-3 must be signed in ink by an officer authorized to bind the Bidder.**

3. COMPLETION OF BID SUBMISSION PACKAGE.

a. It is the responsibility of the bidder to insure that all pages are included. All Bidders are advised to closely examine this package.

b. **All bids must be submitted on the provided Bid forms (A1, B1 – B12), as applicable.** Bids submitted on Contractor Letterhead or quotation forms will not be accepted.

c. Bid forms must be neatly written in ink or typed, and must be signed in ink by an officer or employee having authority to bind the company or firm (where a signature is required). **Failure to submit a duly signed bid shall be cause for rejection of the bid.**

4. ERRORS/ERASURES/CORRECTIONS

a. **Bids having erasures or corrections must be initialed in ink by the Bidder.** If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it and initial the correction. Any illegible entries, pencil bids or corrections not initialed may not be accepted.

b. In the event of mathematical extension error(s), the unit price will prevail and the bidder's total offer will be corrected accordingly. In the event of addition errors, the extended line item will prevail and the bidder's total will be corrected accordingly.

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

d. Bidder represents that it has taken all necessary steps to ascertain the nature and location of the work and that it has investigated and satisfied itself as to the general and local conditions which can affect the performance of the work, including: (i) conditions relating to access, egress, transportation, debris disposal, parking and storage of materials; (ii) availability of labor; and (iii) physical conditions at the site. Any failure by Bidder to take these steps will not relieve the Bidder from the responsibility for estimating properly the difficulty and cost of successfully performing the work without additional expense to Owner.

5. BID PRICES. All prices shall remain valid for ninety (90) days after the date of bid closing or other time stated in the Special Terms. Prices must be stated in the units specified on the Schedule of Bid Items (Form B3). Bidders may offer a cash discount for prompt payment; however, such discounts should not be considered in the unit price bid unless otherwise specified in special conditions.

6. SUBSTITUTIONS. If Bidder wishes to offer a substitution for a specified item of materials or equipment, the proposed substitution must be listed on the Substitution Sheet (Form B4) in the Bid Submittal Package. In each case, the difference in price between the base bid and the price for the proposed substitution shall be specified or if there is no price difference that shall be specifically indicated. The Bid shall reflect the Bidder's price for the item specified in the Schedule of Bid items; not the proposed substitution. The best value bid will be established considering the base Bid, not any proposed substitution.

7. SUBCONTRACTING. If a Bidder intends to subcontract any portion of the work, the Schedule of Subcontractors (Form B5) must be fully completed and submitted with the bid. The name, address, phone number and extent of work and value of the work to be performed should be included for all sub-contractors. The City reserves the right to reject any bid if the bid names a subcontractor who has previously failed in the proper performance of an award, or failed to deliver on time contracts of a similar nature, or who is not in a position to perform under this award. The City reserves the right to inspect all facilities of any subcontractor in order to make a determination as to the foregoing.

The Bidder shall submit for the City's review and approval, as part of his bid submission, a sample copy of his company's daily reporting format for reporting the progress of construction. This format shall include but not be limited to the detailing of all labor, equipment and materials used in the construction of the project along with the areas worked, type of work performed, problems encountered and daily weather conditions at the work areas.

8. **BID BONDS OR DEPOSITS - NOT REQUIRED**

Each bid must be accompanied by a bid bond or a deposit in a sum of non less than five percent (5%) of the total bid. Bid bonds and deposits amounting to less than one hundred dollars need not be submitted. Only the following types of bonds or deposits will be accepted:

1. Bid bond signed by a surety company authorized to do business in the State of Florida.
2. Cashier Check or bank draft of any national or state bank.
3. Certified check drawn on a financial institution acceptable to the City of Lake Worth
4. U.S. Postal Money Order

All checks and orders must be made payable to the City of Lake Worth. The City reserves the right to hold the bid security until a contract is properly executed. If any bidder presented with a contract fails to execute such contract with the City as agent for the ECR Board, the City may be entitled to retain the deposit or enforce the bond. Bid deposits of unsuccessful bidders will be returned after execution of a contract.

9. **CERTIFICATION AND LICENSES.** Bidder must include with its bid package a copy of all applicable Certificates of Competency issued by the State of Florida or the County Construction Industry Licensing Board and a current Occupational License in the name of the Bidder submitting the Bid from the County in which the Bidder's principal place of business is located. If awarded the contract, any Bidder who is not required to have an occupational license from the City will be required to obtain a Certificate of Registration from the City of Lake Worth prior to contract execution.

10. **NO LOBBYING.** In accordance with the Palm Beach County Lobbyist Registration Ordinance and Section 2-112(k) the City's procurement code, the City's procurement code of silence will be in effect as of the due date for proposals in response to this IFB. A complete copy of the City's procurement code is available on-line at [municode.com](http://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 code 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 code of silence terminates at the time of award, rejection of all response or some other action by the City to end the selection process

11. **CONFLICT OF INTEREST AND ETHICS REQUIREMENTS.** This IFB 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. Bidders 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 Bidder 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 IFB.**

12. **PUBLIC ENTITY CRIMES.** Pursuant to section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit a bid to the City as agent for the ECR Board for 36 months following the date of being placed on the convicted vendor list.

13. **INQUIRIES AND ADDENDA.** Any and all inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue, must be directed in writing, by US mail, fax or email to:

Hirut Darge, Purchasing Agent  
City of Lake Worth, Procurement Office  
7 N. Dixie Hwy.  
Lake Worth, FL 33460  
E-mail: [hdarge@lakeworth.org](mailto:hdarge@lakeworth.org)  
(561) 586-1651

Any addenda or other modification to the Bid documents will be issued by the City prior to the date and time of Bid closing, as a written addenda distributed to all prospective bidders who have obtained the bid package directly from the City or its authorized representative. Such written addenda or modification shall be part of the Bid documents and shall be binding upon each Bidder. Each Bidder is required to acknowledge receipt of any and all addenda in writing and submit with their bid. No Bidder may rely upon any oral or verbal modification or interpretation in preparing its bid. No interpretation of the Invitation to Bid will be made for any bidder, except by written addendum.

14. ACCEPTANCE; REJECTION; CANCELLATION. In accordance with the City's procurement code, this Invitation for Bid may be cancelled and may or may not be re-bid when determined to be in the best interests of the City. Any or all bids may be accepted or rejected in whole or in part, when determined to be in the best interests of the City. The City also reserves the right to reject the bid of any Bidder who has previously failed in the performance of an award or to deliver contracts of a similar nature on time or who is not in a position to perform properly under this award. The City reserves the right to inspect all facilities of bidders. Any bid received without an authorized signature or past the submittal deadline will be rejected.

Any withdrawal or cancellation of this Invitation for Bid, either before or after selection of a bidder, shall be without liability or obligation on the part of the City or its employees. Any action, selection or failure to select a successful bidder to this Invitation for Bid shall be without any liability or obligation of the part of the City or its employees.

The City reserves the right to waive any non-material irregularities and technicalities, except timeliness and signature requirements. Additionally, bids may be considered irregular and may be rejected if the bid: 1) does not strictly conform to the requirements of the Invitation for Bid; 2) is incomplete; 3) any Bid Form is altered; 4) contains additions not called for; 5) is conditional; 6) contains prices that are, in the opinion of the City, unbalanced either in excess or below the reasonable cost analysis values; 7) bids is in excess of the approved budget for the project.

15. SELECTION OF BIDDER WITH WHOM TO CONTRACT. The selection of a bidder with whom to contract shall be based on the "best value" to the City using the following criteria:

1. Skill and experience with current projects (in the last 36 months);
2. References/Past performance with similar projects;
3. Amount of the bid in relation to the needed goods, services, or construction; and,
4. Adherence to the specifications and requirements of the IFB.

16. POSTING OF AWARD TABULATIONS. The selected bidder will be notified in writing with intent to award a contract. Recommended awards will be available for review by interested parties at the Procurement Office.

17. CONTRACT. The City and successful bidder will be contractually bound only if and when a written contract between the parties is executed by the City. In the event a contract is not executed with the selected bidder and City reserve the right to select the next "best value" bidder based on the bid tabulation and to contract with said bidder.

18. PROCUREMENT CODE. The City's Procurement Code, sections 2-111 to 2-119 of the City's Code of Ordinances, shall govern this IFB. If there are any inconsistencies between this IFB and the Procurement Code, the Procurement Code shall take precedence.

20. COSTS. All costs incurred by any party in responding to this Invitation for Bid are the sole responsibility of the Bidder.

21. PROTEST PROCEDURE. Please see section 2-115 of the City's Procurement Code for the procedure.

22. CITY IS DOCUMENT GATEKEEPER. This IFB is issued directly by the City and the City shall be the sole distributor of all addenda and/or revisions to these documents. It is the responsibility of the Bidder to confirm the legitimacy of procurement opportunities or notices directly with the Procurement Office. The City is not responsible for any solicitations advertised by subscriptions, publications, websites (other than the City's) or other sources not connected with the City and the Bidder should not rely on such sources for information regarding any solicitation made by the City of Lake Worth.

24. SMALL BUSINESS AND LOCAL BUSINESS PREFERENCE. Section 2-117 of the City's Procurement Code shall govern the application of a small business and/or local business preference for this IFB.

**Documentation to support a Bidder as a Small Business and/or Local Business must be submitted with the response to the IFB.** Applicable forms may be obtained from the City.

25. PROPERTY OF THE CITY. All materials submitted in response to this RFP become the property of the City. The City 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 proposals does not affect this right. No variances to this provision shall be accepted.

26. DISCLOSURE AND DISCLAIMER. The information contained herein is provided solely for the convenience of the Bidders. It is the responsibility of each Bidder 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 IFB. Any reliance on the contents of this IFB regarding the project or scope of thereof, or on any oral communications with City representatives or advisors, shall be at each Bidder's own risk. Bidders should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. This IFB is being provided by the City without any warranty or representation, express or implied, as to its content, accuracy or completeness and no Bidder 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 bid or proposal conforming with these requirements will be selected for consideration, negotiation or approval.

Any action taken by the City in response to bids or proposals made pursuant to this IFB or in making any award or failure or refusal to make any award pursuant to such bids or 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 City, or their advisors.

Any recipient of this IFB 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 IFB is at the sole risk and responsibility of the party submitting such proposal.

27. CONTRACT AGREEMENT / COMPENSATION. The terms and conditions of the resulting contract will be pursuant to a standard City agreement. If the successful bidder will not cannot agree on the terms and conditions of the resulting contract, the City reserves the right to disqualify the successful bidder and move to the next ranked bidder to enter a standard City agreement. This process may continue until the City is able to enter into a contract with a Bidder. The resulting contract shall be for the scope of work identified herein. However, since the scope of work is being solicited and submitted based on unit prices, the City reserves the right to amend the resulting contract if the City needs additional services which are consistent with and based on the unit prices submitted.

26. COMPLIANCE. All bids or proposals received in accordance with this IFB shall be subject to applicable Florida Statutes governing public records including without limitation Chapter 119, Florida Statutes.

#### **END OF SECTION 4 - INSTRUCTIONS TO BIDDERS**

# BID PACKAGE COVER SHEET

IFB #LS-GC-13-14-120 Project Title: **Lake Worth Municipal Golf Course – Hole # 7, 12 and 14 Cart Path Improvements Project**

Bidder Company Name: .....

Enclose the following documents:

- \_\_\_\_\_ 1. Minimum Qualifications Checklist and Form A1
- \_\_\_\_\_ 2. Bid Package Cover Sheet. (B1)
- \_\_\_\_\_ 3. Prior Experience. (A1)
- \_\_\_\_\_ 4. Bid (B2) **Must be signed.**
- \_\_\_\_\_ 5. Schedule of Bid Items (B3) **Must be signed.**
- \_\_\_\_\_ 6. Substitution Sheet (B4). If none, mark "none".
- \_\_\_\_\_ 7. Schedule of Sub-contractors (B5). If none, mark "none".
- \_\_\_\_\_ 8. Contractor Verification (B6). Check the license and insurance requirements to ensure that you will comply and attach copies of current licenses.
- \_\_\_\_\_ 9. Reference List (B7)
- \_\_\_\_\_ 10. Affidavit Of Prime Bidder re Noncollusion (B8). **Sign and notarize the signature.**
- \_\_\_\_\_ 11. Drug Free Certification (B9)
- \_\_\_\_\_ 12. Trench Safety Compliance Form (B10)
- \_\_\_\_\_ 13. Contractor's Material Suppliers (B11)
- \_\_\_\_\_ 14. Contractor's Existing and Projected Workload (B12)
- \_\_\_\_\_ 15. Copies of licenses, certifications and registrations (Contractor to Supply)

Clearly mark the outside lower left corner of the Envelope with the Invitation for Bid number and title, and the Date and Time for the bid closing deadline.

THIS PAGE AND THE FOLLOWING PAGES ARE TO BE RETURNED WITH YOUR BID.

**Submit ONE (1) ORIGINAL and TWO (1) PHOTOCOPIES of your Bid package.**

**AVOID BID REJECTION:**

**All bids must be submitted on the provided Bid forms (A1, B1 – B12).  
Form B2 and B3 must be signed in ink by an officer authorized to bind the Bidder.  
All Forms must be fully completed.**

**BID**

**IFB # LS-GC-13-14-120**

**Proposal of:** \_\_\_\_\_  
*(Bidder Company Name)*

**Bid Amount:**        \$ \_\_\_\_\_

---

(Write Dollar Figure Here)

Bidder agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary for the performance and completion of the work for the amount indicated above.

The undersigned Bidder hereby declares that:

1. This bid is made in good faith, without collusion or fraud and is fair and competitive in all respects.
2. The Bidder has carefully and to his full satisfaction examined the attached Scope of Work, Special Terms, General Conditions, technical specifications, and form of bonds, if applicable, together with the accompanying plans, and Bidder has read all issued addenda issued.
3. Bidder has made a full examination of the site and is familiar with the site conditions that may impact its performance.
4. Upon receipt of a Notice of Intent to Award the contract the Bidder shall: 1) commence obtaining a Performance Bond, Labor and Material Bond, and Certificate(s) of Insurance immediately after receiving a Notice of Intent to Award, and 2) immediately obtain a Certificate of Registration for engaging in business from the City, as such documents will be required prior to execution of a Contract.
5. Bidder understands that the contract time starts on the date of Notice to Proceed.
6. Bidder furthermore agrees that, in case of failure on his part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, the offer to contract may be withdrawn and the check, bond, or other security accompanying his bid and the money payable thereon, shall become the property of the City, by forfeit as agreed liquidated damages.
7. The Bidder states that this bid is the only bid for this project in which Bidder is interested; and Bidder shall not be a sub-contractor or sub-subcontractor on this project.
8. Final completion shall be in seventy five (75) calendar days.
9. Liquidated damages for delay are agreed to be \$500 per calendar day.
10. Bidder shall be responsible for all permitting fees and utility service connection fees unless otherwise specifically provided in the Special Terms in the Contract.
11. All debris is to be legally disposed of at a licensed disposal site in accordance with city, state, and federal standards.
12. The City reserves the right to select and include one or more alternates in the Project and work.

13. The following officer, director or agent of the Bidder is also an employee of the City of Lake Worth.

Name Address

14. The following employee(s) of the City of Lake Worth, either directly or indirectly, an interest of 10% or more of Bidder or its affiliates or subsidiaries:

Name Address

15. Bidder and all affiliates, suppliers, subcontractor or consultants who will perform the Work have not been placed on the Public Entity Crimes convicted vendor list maintained by the State of Florida within the 36 months immediately preceding the date of this Bid.

16. Bidder acknowledges that ADDENDA NO(S) \_\_\_\_\_ have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Bidder.

17. By signing and submitting this Bid, Bidder represents that all Bid Forms are fully complete and accurate.

18. Bidder acknowledges that the Bid may be rejected if all Bid Forms are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.

Name of Firm: \_\_\_\_\_

HQ Address: \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

FEIN: \_\_\_\_\_ State of Incorporated: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ Date: \_\_\_\_\_

Sales Office: \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_

Sales Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

**Failure to fully complete and sign this Bid Form may result in rejection of the Bid.**

## IFB #LS-GC-13-14-120

**SCHEDULE OF UNIT BID ITEMS**

In accordance with the specifications and Scope of Work included with this bid, following is the recommended unit prices in order to evaluate the total bid as submitted with your proposal. These prices are not intended to equal the total base bid as submitted at the top of page 16 of the IFB. These prices are used as a tool for the evaluation of the bid(s).

<b><u>ITEM #</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>QTY</u></b>	<b><u>UNIT</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>TOTAL</u></b>
<b><u>GENERAL CONDITIONS</u></b>					
1	MOBILIZATION	1	LS		
2	MAINTENANCE OF TRAFFIC	1	LS		
3	VIDEO RECORDING	1	LS		
<b><u>HOLE #7 IMPROVEMENTS (865')</u></b>					
<b><u>PATH DEMOLITION</u></b>					
4	REMOVE/DISPOSE EXISTING BASEROCK / SHELLROCK PATH (5' WIDE)(4" THICK)	4,325	SF		
5	SODDING / ROOT / ORGANIC MATERIAL REMOVAL WITHIN NEW PATH LIMITS (2' EA SIDE)	3,460	SF		
<b><u>PATH IMPROVEMENTS (6' WIDE)</u></b>					
6	6" BASEROCK W/ PRIME COAT (EXTEND 6" BEYOND PAVED LIMITS) INCL. SUBGRADE COMPACTION	6,055	SF		
7	1.5" SP 9.5 TRAFFIC LEVEL C ASPHALT	5,190	SF		
8	SODDING REPLACEMENT ALONG SIDES OF NEW ASPHALT PATH (2' EA SIDE)(MATCH EXISTING)	3,460	SF		
<b><u>HOLE #12 IMPROVEMENTS (964')</u></b>					
<b><u>PATH DEMOLITION</u></b>					
9	REMOVE/DISPOSE EXISTING BASEROCK / SHELLROCK PATH (5' WIDE)(4" THICK)	4,820	SF		
10	SODDING / ROOT / ORGANIC MATERIAL REMOVAL WITHIN NEW PATH LIMITS (2' EA SIDE)	3,856	SF		
<b><u>PATH IMPROVEMENTS (6' WIDE)</u></b>					
11	6" BASEROCK W/ PRIME COAT (EXTEND 6" BEYOND PAVED LIMITS) INCL. SUBGRADE COMPACTION	6,748	SF		
12	1.5" SP 9.5 TRAFFIC LEVEL C ASPHALT	5,784	SF		
13	SODDING REPLACEMENT ALONG SIDES OF NEW ASPHALT PATH (2' EA SIDE)(MATCH EXISTING)	3,856	SF		
<b><u>HOLE #14 IMPROVEMENTS (521')</u></b>					
<b><u>PATH DEMOLITION</u></b>					
14	REMOVE/DISPOSE EXISTING BASEROCK / SHELLROCK PATH (5' WIDE)(4" THICK)	2,605	SF		
15	SODDING / ROOT / ORGANIC MATERIAL REMOVAL WITHIN NEW PATH LIMITS (2' EA SIDE)	2,084	SF		

<b><u>PATH IMPROVEMENTS (6' WIDE)</u></b>					
16	6" BASEROCK W/ PRIME COAT (EXTEND 6" BEYOND PAVED LIMITS) INCL. SUBGRADE COMPACTION	3,647	SF		
17	1.5" SP 9.5 TRAFFIC LEVEL C ASPHALT	3,126	SF		
18	SODDING REPLACEMENT ALONG SIDES OF NEW ASPHALT PATH (2' EA SIDE)(MATCH EXISTING)	2,084	SF		
<b><u>ALLOWANCE</u></b>					
AL1	MISCELLANEOUS ALLOWANCE (TO BE APPROVED BY CITY)	1	LS	1,500.00	1,500.00
<b>TOTAL BASE BID</b>					

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ Date: \_\_\_\_\_

IFB # LS-GC-13-14-120

SUBSTITUTION SHEET

This form must be completed if Bidder proposes to deviate from any contract requirements including, but not limited to, proposed material specifications, proposed method, construction schedule, or phasing plan.

Associated "Add" or "Deduct" must be provided.

DESCRIPTION OR MAKE BID ITEM NO. SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____

IFB # LS-GC-13-14-120

**SCHEDULE OF SUBCONTRACTORS**

The following is a complete list of all sub-contractors utilized for this project:

Dollar amount of subcontract work

1. \_\_\_\_\_ \$ \_\_\_\_\_  
(company name) (type of work)

\_\_\_\_\_ (address) \_\_\_\_\_ (tel. #)

\_\_\_\_\_ (zip code) \_\_\_\_\_ (federal I.D. #)

2. \_\_\_\_\_ \$ \_\_\_\_\_  
(company name) (type of work)

\_\_\_\_\_ (address) \_\_\_\_\_ (tel. #)

\_\_\_\_\_ (zip code) \_\_\_\_\_ (federal I.D. #)

3. \_\_\_\_\_ \$ \_\_\_\_\_  
(company name) (type of work)

\_\_\_\_\_ (address) \_\_\_\_\_ (tel. #)

\_\_\_\_\_ (zip code) \_\_\_\_\_ (federal I.D. #)

**Total dollar amount to be awarded to sub-contractors (this page) \$ \_\_\_\_\_**

\*\* The Bidder shall submit for the City's review and approval, as part of his bid submission, a sample copy of its company's daily reporting format for reporting the progress of construction. This format shall include but not be limited to the detailing of all labor, equipment and materials used in the construction of the project along with the areas worked, type of work performed, problems encountered and daily weather conditions at the work areas. Please attach sample of daily reporting format to this page.

Authorized Signature: \_\_\_\_\_

Note: The above schedule of subcontractors will become a part of the Contract documents. Changes made to the above schedule of subcontractors after the contract has been executed must be submitted in writing to the Project Engineer for approval prior to that sub-contractor performing any work.

IFB # LS-GC-13-14-120

**CONTRACTOR VERIFICATION FORM**

PRIME BIDDER:

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: (        ) \_\_\_\_\_

Fax: (        ) \_\_\_\_\_

Email: \_\_\_\_\_

CONTRACTOR OF RECORD:

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: (        ) \_\_\_\_\_

Email: \_\_\_\_\_

State License # \_\_\_\_\_ (ATTACH COPY)

County License # \_\_\_\_\_ (ATTACH COPY)

Type of License: \_\_\_\_\_

Unlimited \_\_\_\_\_ (yes/no)

If "NO", Limited to what trade? \_\_\_\_\_

Is the Licensee a full-time employee of Prime Bidder?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

Will the Licensee be in responsible charge of the work performed and installed under this contract?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

City License: (ATTACH COPY OF CITY REGISTRATION OR BUSINESS TAX RECEIPT – *May be obtained from City Construction Services*)

***Failure to fully or accurately complete this form may be cause for rejection of the bid.***

IFB # LS-GC-13-14-120

LIST OF REFERENCES

**NOTE: If you completed A1 this form may be omitted.**

1. Owner's Name & Address: \_\_\_\_\_

\_\_\_\_\_

Project: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ E-Mail: \_\_\_\_\_

2. Owner's Name & Address: \_\_\_\_\_

\_\_\_\_\_

Project: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ E-Mail: \_\_\_\_\_

3. Owner's Name & Address: \_\_\_\_\_

\_\_\_\_\_

Project: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ E-Mail: \_\_\_\_\_

**AFFIDAVIT OF PRIME BIDDER**  
**Re Non-collusion and Public Entity Crime**

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ }

\_\_\_\_\_, being first duly sworn, disposes and says that:  
(Name)

1. I am the \_\_\_\_\_ of \_\_\_\_\_, the  
(Title) (Name of Company)  
Bidder that has submitted the attached bid;
2. I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Lake Worth, or any person interested in the proposed Contract; and
5. The following Officer, director or agent of Bidder is also an employee of the City of Lake Worth.  
\_\_\_\_\_ (if none, write "None").
6. The following employees of the City of Lake Worth, own, directly or indirectly, an interest of 10% or more in Bidder firm or any of its affiliates or subsidiaries: \_\_\_\_\_ (if none, write "None").
7. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
8. Neither the Bidder nor any officer, director, partner, shareholder, employee, member or agent, who is active in the management of Bidder, or any affiliate or subsidiary of Bidder has been convicted of a public entity crime or action regarding antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation with respect to any bid or contract for goods or services to be provided to any public entity, or has been listed on the state Convicted Vendor List, within thirty-six months prior to the date of Bidder's Bid.

(Signed) \_\_\_\_\_

(Print Name) \_\_\_\_\_

(Title) \_\_\_\_\_

The foregoing Affidavit of Bidder regarding Non-Collusion and Public Entity Crime was acknowledged before me  
this \_\_\_\_ day of \_\_\_\_\_, 2013 by Name: \_\_\_\_\_

\_\_\_\_\_ who is personally known to me or  
\_\_\_\_\_ who has produced \_\_\_\_\_ as identification

\_\_\_\_\_  
Notary Public (print & sign name)

Commission No. \_\_\_\_\_

**(B9)**

**DRUG FREE WORKPLACE CERTIFICATION**

The undersigned Bidder, 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 contendere* 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.

\_\_\_\_\_  
*Bidders Authorized Signature*

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Date

**FLORIDA TRENCH SAFETY COMPLIANCE**

This form is required where Contractor will perform trench excavation which exceeds a depth of 5 feet.

**If Not Applicable – Check this Box and sign below.**

In accordance with the Florida Trench Safety Act, F.S. 553.63, Bidder acknowledges:

1. The trench safety standards applicable to this bid and contract are either:
  - o Included in the specifications for this bid or
  - o Are identified as: \_\_\_\_\_
2. Bidder will comply with all applicable trench safety standards and any special shoring requirements applicable to the Project.
3. Included in the various items of the Bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act, which costs are summarized below.

Note: Included in the various bid items on Form B-3 are costs for compliance with trench safety standards, including sheeting and shoring. Costs on this Form B-10 shall be consistent with Form B-3. The bid items for trench safety compliance on Form B-3 must equal the total amount for trench safety compliance indicated below.

	Trench Safety Measure (Description)	Cost per Linear Foot	Linear Feet	Extended Cost
A.	_____	_____	_____	_____
B.	_____	_____	_____	_____
C.	_____	_____	_____	_____
	Shoring Safety Measure (Description)	Cost per Square Foot	Square Feet	Extended Cost
D.	_____	_____	_____	_____
E.	_____	_____	_____	_____
F.	_____	_____	_____	_____

**FAILURE TO COMPLETE THE ABOVE MAY RESULT IN THE BID BEING REJECTED.**

Bidder Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR'S MATERIAL SUPPLIERS**

List all material suppliers that Bidder intends to use on this project. Include additional pages as required.

**Failure to fully and accurately complete this form may result in the disqualification of the Bid.**

Name of Suppliers	Types of Material to be Provided	Total Contract Amount including Sales Tax	Total Sales Tax

**CONTRACTOR'S EXISTING AND PROJECTED WORKLOAD FORM**

List all major construction projects your firm has in process, giving the name of project, owner, engineer, contract amount, percent complete, and scheduled completion date. Include additional pages as required.  
**Failure to fully and accurate complete this form may result in disqualification of the Bid.**

Project Name	Owner	Engineer	Contract Amount	Percent Complete	Scheduled Completion Date



## PROCUREMENT OFFICE

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1674

Addendum No. 1  
IFB PS-13-14-120

### Lake Worth Municipal Golf Course Cart Path Improvements Holes 7, 12, 14

Each recipient of this Addendum No. 1 to the Invitation for Bid (IFB) who responds to the IFB acknowledges all of the provisions set forth in the IFB and agrees to be bound by the terms thereof. This addendum shall modify, clarify, change or add information and clarification and become part of the above referenced IFB.

#### Questions & Answers:

1. What type of sodding will be required for restoration?  
**A:** Along the golf course path, Bermuda sodding will be required. Seeding will not be allowed. Along "out-of-play" locations St. Augustine floratum will be required. Along access points, match existing sodding type (floratum or bahia).
2. What is the safety requirement while work is going on?  
**A:** It is the intent of the City to keep the affected holes open and in play during construction work. The work locations are not in the direct path of play; however caution is to be used at all times during work and proper OSHA safety equipment and PPE's are to be used.
3. Please identify the allowable access points and restoration requirements of those areas outside of the hole locations.  
**A:** Please see attached maps indicating the allowable access points. Please be advised that any use of any other ingress/egress routes will be at the contractor's risk and not authorized by the City; unless specifically authorized in writing. Utilization of existing cart paths to access the work areas not identified in the attached maps is strictly prohibited and any damage to these paths will be the responsibility of the contractor to restore. Restoration of the access points is described in Question #1.
4. What are the operating hours?  
**A:** The City's work hours are 7am to 6pm, Monday through Friday. Weekend work will not be permitted due to the course usage.
5. Allowable dump trucks, size & weight  
**A:** Due to the sensitivity of the golf course to heavy equipment, the allowable dump truck size will be limited to a single axle dump truck GVW of 35,000 lbs. or less.

6. Identify where the irrigation system is located:

**A:** The irrigation system will be identified prior to construction commencement. The contract has an irrigation allowance for irrigation repairs as authorized by the City and any unforeseen irrigation repairs will be repaired by the City at the City's expense. Irrigation heads are to be located and flagged by the City prior to the start of work and must be protected by the contractor during work operations and will be repaired at the contractors expense if damaged.

7. Please provide information on the locations that will be filled vs. cut:

**A:** Based on further review of the site conditions, the existing path will remain in place as subgrade and the new baserock and asphalt pavement will be built on top of it. In certain areas where the path is relatively low compared to the surrounding grass areas, the path will be built up and filled in approximately 6" with structural fill, compacted, and then the pavement section constructed over top. Grading work to transition to the existing grades will be required. See revised Schedule of Bid Items.

8. Please provide information on the staging area:

**A:** The staging area will be provided at the asphalt parking lot at the main clubhouse entrance and also at the north end maintenance building. Equipment and materials will be required to be placed in the staging areas during non-working hours.

9. Please provide information on the required maintenance of traffic:

**A:** The golf course will remain open to play during normal operating hours. The contractor will be required to keep their work zone safe and protect their crews and equipment. The City will rope off the construction areas and provide the alternate cart routes away from the construction area.

10. Please clarify testing requirements:

**A:** The contractor will be responsible for obtaining and paying for the testing of the subgrade and baserock courses. For subgrade testing, 1 density test every 300' will be required. For baserock testing, 1 density test every 300' will be required. Density test locations to be determined by the City and scheduled in the presence of the City inspector.

**(B3)**

**IFB #LS-GC-13-14-120**

**SCHEDULE OF UNIT BID ITEMS – REVISED FOR ADDENDUM #1**

In accordance with the specifications and Scope of Work included with this bid, following is the recommended unit prices in order to evaluate the total bid as submitted with your proposal. These prices are not intended to equal the total base bid as submitted at the top of page 16 of the IFB. These prices are used as a tool for the evaluation of the bid(s).

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
<b><u>GENERAL CONDITIONS</u></b>					
1	MOBILIZATION	1	LS		
2	MAINTENANCE OF TRAFFIC	1	LS		
<b><u>HOLE #7 IMPROVEMENTS (865')</u></b>					
<b><u>PATH DEMOLITION</u></b>					
3	SODDING / ROOT / ORGANIC MATERIAL REMOVAL WITHIN NEW PATH LIMITS (2' EA SIDE)	3,460	SF		
<b><u>PATH IMPROVEMENTS (6' WIDE)</u></b>					
4	6" COMPACTED CLEAN FILL TO BUILD UP PATH (EXTEND 6" BEYOND PAVED LIMITS) (290')	60	CY		
5	6" BASEROCK W/ PRIME COAT (EXTEND 6" BEYOND PAVED LIMITS) INCL. SUBGRADE COMPACTION	6,055	SF		
6	1.5" SP 9.5 TRAFFIC LEVEL C ASPHALT	5,190	SF		
7	SODDING REPLACEMENT ALONG SIDES OF NEW ASPHALT PATH (2' EA SIDE)(MATCH EXISTING)	3,460	SF		
<b><u>HOLE #12 IMPROVEMENTS (964')</u></b>					
<b><u>PATH DEMOLITION</u></b>					
8	SODDING / ROOT / ORGANIC MATERIAL REMOVAL WITHIN NEW PATH LIMITS (2' EA SIDE)	3,856	SF		
<b><u>PATH IMPROVEMENTS (6' WIDE)</u></b>					
9	6" COMPACTED CLEAN FILL TO BUILD UP PATH (EXTEND 6" BEYOND PAVED LIMITS) (296')	60	CY		
10	6" BASEROCK W/ PRIME COAT (EXTEND 6" BEYOND PAVED LIMITS) INCL. SUBGRADE COMPACTION	6,748	SF		
11	1.5" SP 9.5 TRAFFIC LEVEL C ASPHALT	5,784	SF		
12	SODDING REPLACEMENT ALONG SIDES OF NEW ASPHALT PATH (2' EA SIDE)(MATCH EXISTING)	3,856	SF		
<b><u>HOLE #14 IMPROVEMENTS (521')</u></b>					
<b><u>PATH DEMOLITION</u></b>					
13	SODDING / ROOT / ORGANIC MATERIAL REMOVAL WITHIN NEW PATH LIMITS (2' EA SIDE)	2,084	SF		

<b><u>PATH IMPROVEMENTS (6' WIDE)</u></b>					
14	6" BASEROCK W/ PRIME COAT (EXTEND 6" BEYOND PAVED LIMITS) INCL. SUBGRADE COMPACTION	3,647	SF		
15	1.5" SP 9.5 TRAFFIC LEVEL C ASPHALT	3,126	SF		
16	SODDING REPLACEMENT ALONG SIDES OF NEW ASPHALT PATH (2' EA SIDE)(MATCH EXISTING)	2,084	SF		
<b><u>ALLOWANCE</u></b>					
AL1	MISCELLANEOUS ALLOWANCE (TO BE APPROVED BY CITY)	1	LS	1,500.00	1,500.00
<b>TOTAL BASE BID</b>					

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

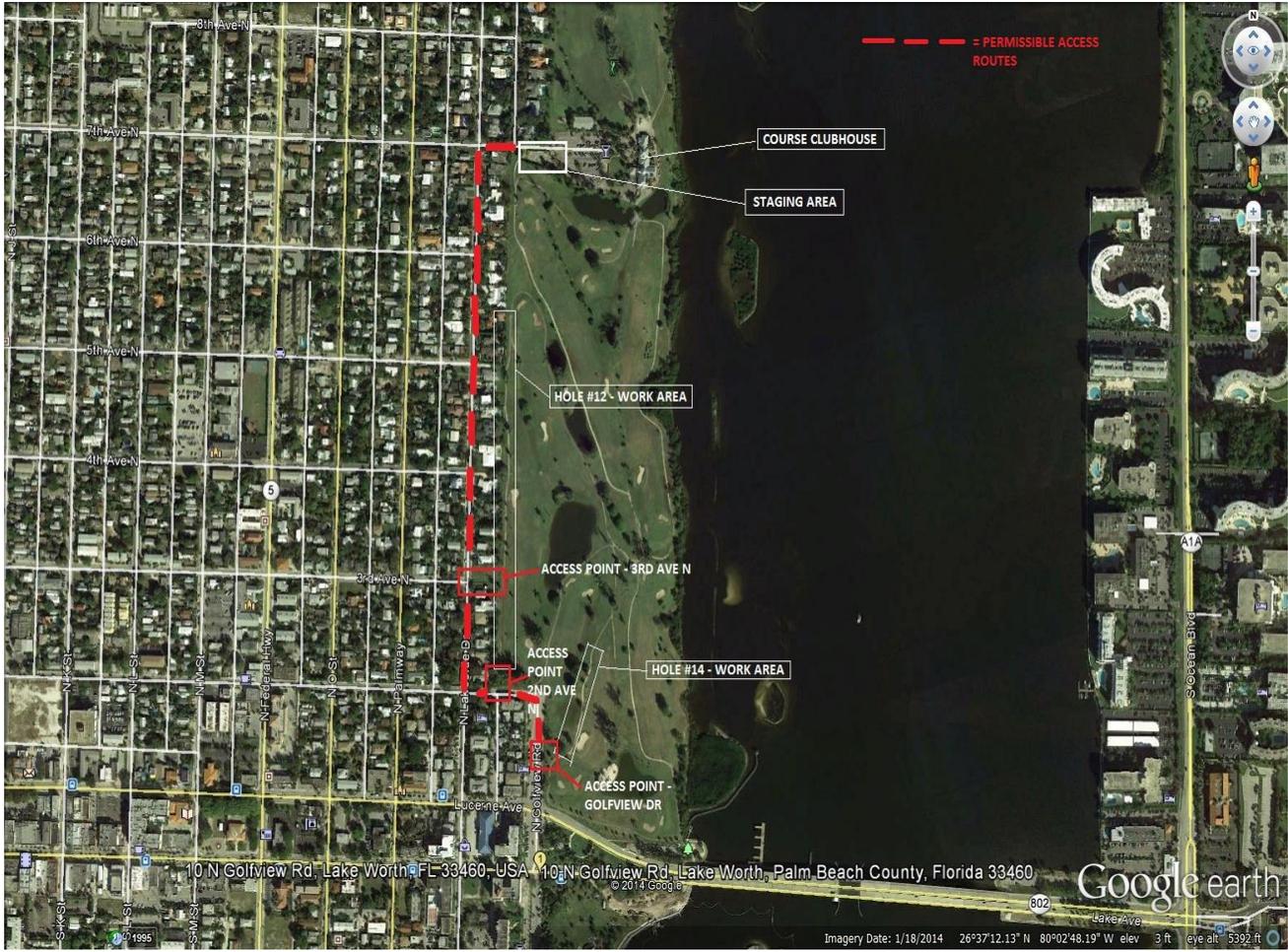
**SIGNATURE:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## Access Points Map for Hole 7, 12 and 14

### Access Points – Hole 7



**Access Points – Holes 12 & 14**



Proposers must acknowledge receipt of this Addendum No. 1 in the space provided below. This Addendum forms an integral part of the IFB documents and therefore must be executed and submitted with you proposal.

Issued By: City of Lake Worth  
 Procurement Office  
 June 30, 2014

Signed By: \_\_\_\_\_  
 Hirut Darge  
 Purchasing Agent

PROPOSER/Company

Company Name: \_\_\_\_\_

Signed By: \_\_\_\_\_ Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_



**City of Lake Worth**  
**BID TABULATION - Lake Worth Municipal Golf Course Cart Path Improvements**

ITEM #		DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
R & D Paving Llc							Sunshine Land Design, Inc		West Construction, Inc		Anatom Construction Company	
GENERAL CONDITIONS												
1		MOBILIZATION	1	LS	\$ 6,700.00	\$ 6,700.00	\$ 12,900.00	\$ 12,900.00	\$ 18,500.00	\$ 18,500.00	\$ 10,000.00	\$ 10,000.00
2		MAINTENANCE OF TRAFFIC	1	LS	\$ 250.00	\$ 250.00	\$ 900.00	\$ 900.00	\$ 6,000.00	\$ 6,000.00	\$ 4,978.00	\$ 4,978.00
HOLE #7 IMPROVEMENTS (8857)												
PATH DEMOLITION												
3		SODDING / ROOT / ORGANIC MATERIAL REMOVAL WITHIN NEW PATH LIMITS (2' EA SIDE)	3,460	SF	\$ 0.60	\$ 2,076.00	\$ 1.36	\$ 4,705.60	\$ 2.70	\$ 9,342.00	\$ 2.85	\$ 9,861.00
PATH IMPROVEMENTS (6' WIDE)												
4		6" COMPACTED CLEAN FILL TO BUILD UP PATH (EXTEND 6" BEYOND PAVED LIMITS) (290')	60	CY	\$ 49.25	\$ 2,955.00	\$ 47.45	\$ 2,847.00	\$ 22.50	\$ 1,350.00	\$ 18.00	\$ 1,080.00
5		6" BASEROCK W/ PRIME COAT (EXTEND 6" BEYOND PAVED LIMITS) INCL. SUBGRADE COMPACTION	6,055	SF	\$ 2.25	\$ 13,623.75	\$ 2.43	\$ 14,713.65	\$ 3.72	\$ 22,524.60	\$ 3.36	\$ 20,344.80
6		1.5" SP 9.5 TRAFFIC LEVEL C ASPHALT	5,190	SF	\$ 2.00	\$ 10,380.00	\$ 2.12	\$ 11,002.80	\$ 3.01	\$ 15,621.90	\$ 2.95	\$ 15,310.50
7		SODDING REPLACEMENT ALONG SIDES OF NEW ASPHALT PATH (2' EA SIDE)(MATCH EXISTING)	3,460	SF	\$ 1.50	\$ 5,190.00	\$ 1.02	\$ 3,529.20	\$ 1.00	\$ 3,460.00	\$ 0.91	\$ 3,148.60
HOLE #12 IMPROVEMENTS (9647)												
PATH DEMOLITION												
8		SODDING / ROOT / ORGANIC MATERIAL REMOVAL WITHIN NEW PATH LIMITS (2' EA SIDE)	3,856	SF	\$ 0.60	\$ 2,313.60	\$ 1.36	\$ 5,244.16	\$ 2.70	\$ 10,411.20	\$ 2.85	\$ 10,989.60
PATH IMPROVEMENTS (6' WIDE)												
9		6" COMPACTED CLEAN FILL TO BUILD UP PATH (EXTEND 6" BEYOND PAVED LIMITS) (296')	60	CY	\$ 49.25	\$ 2,955.00	\$ 47.45	\$ 2,847.00	\$ 22.50	\$ 1,350.00	\$ 18.00	\$ 1,080.00
10		6" BASEROCK W/ PRIME COAT (EXTEND 6" BEYOND PAVED LIMITS) INCL. SUBGRADE COMPACTION	6,748	SF	\$ 2.25	\$ 15,183.00	\$ 2.43	\$ 16,397.64	\$ 3.72	\$ 25,102.56	\$ 3.36	\$ 22,673.28
11		1.5" SP 9.5 TRAFFIC LEVEL C ASPHALT	5,784	SF	\$ 2.00	\$ 11,568.00	\$ 2.12	\$ 12,262.08	\$ 3.00	\$ 17,352.00	\$ 2.95	\$ 17,062.80
12		SODDING REPLACEMENT ALONG SIDES OF NEW ASPHALT PATH (2' EA SIDE)(MATCH EXISTING)	3,856	SF	\$ 1.50	\$ 5,784.00	\$ 0.84	\$ 3,239.04	\$ 1.00	\$ 3,856.00	\$ 0.91	\$ 3,508.96
HOLE #14 IMPROVEMENTS (9211)												
PATH DEMOLITION												
13		SODDING / ROOT / ORGANIC MATERIAL REMOVAL WITHIN NEW PATH LIMITS (2' EA SIDE)	2,084	SF	\$ 0.60	\$ 1,250.40	\$ 1.37	\$ 2,855.08	\$ 2.70	\$ 5,626.80	\$ 2.85	\$ 5,939.40
PATH IMPROVEMENTS (6' WIDE)												
14		6" BASEROCK W/ PRIME COAT (EXTEND 6" BEYOND PAVED LIMITS) INCL. SUBGRADE COMPACTION	3,647	SF	\$ 2.40	\$ 8,752.80	\$ 2.43	\$ 8,862.21	\$ 3.72	\$ 13,566.84	\$ 3.36	\$ 12,253.92
15		1.5" SP 9.5 TRAFFIC LEVEL C ASPHALT	3,126	SF	\$ 2.75	\$ 8,596.50	\$ 2.12	\$ 6,627.12	\$ 3.00	\$ 9,378.00	\$ 2.95	\$ 9,221.70
16		SODDING REPLACEMENT ALONG SIDES OF NEW ASPHALT PATH (2' EA SIDE)(MATCH EXISTING)	2,084	SF	\$ 1.50	\$ 3,126.00	\$ 0.84	\$ 1,750.56	\$ 1.00	\$ 2,084.00	\$ 0.91	\$ 1,896.44
ALLOWANCE												
AL1		MISCELLANEOUS ALLOWANCE (TO BE APPROVED BY CITY)	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
TOTAL BASE BID						\$ 102,204.05	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
Prior Experience (A1) Included						YES	YES	YES	YES	YES	YES	YES
Signed (B2)						YES	YES	YES	YES	YES	YES	YES
Substitution (B4) - How many?						NONE	NONE	NONE	NONE	NONE	NONE	NONE
Subcontractors (B5) - How many?						NONE	NONE	NONE	NONE	1	YES	NONE
Required Forms (B6, B7, B8, B9, B10, B11, B12)						YES	YES	YES	YES	Not complete	YES	NONE
Addendum No. 1						YES	YES	YES	YES	YES	YES	NONE
All Required Licenses Attached						TBD	TBD	TBD	TBD	TBD	TBD	TBD

OPENED BY: HIRUT DARGE  
 \* MATH VARIOUS



## PROCUREMENT OFFICE

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1674

### MEMORANDUM

**TO:** All Interested Parties

**FROM:** Hirut Darge, Purchasing Agent

**DATE:** July 23, 2014

**REF:** Lake Worth Municipal Golf Course Cart Path Improvements  
IFB LS-GC-13-14-120

**SUBJECT: Notice of Recommendation of Partial Award**

Based on the results and review of the sealed bids submitted in response to the above-referenced solicitation, the City of Lake Worth is recommending contract partial award be made to R&D Paving LLC, as the lowest, responsive and responsible bidder. The effective date of this posting is July 23, 2014.

The partial award is being made pursuant to Section 4, Instructions to Bidders, paragraph 14 of the IFB.

The City will be contacting the awarded bidder of the required insurance submittals so that the contract documents can be compiled and thereafter executed contingent upon approval by the Lake Worth City Commission.

Thank you for your interest in doing business with the City. Should you have any questions, please feel free to contact me via email at [hdarge@lakeworth.org](mailto:hdarge@lakeworth.org), or by telephone at (561) 586-1651. Thank you to all the firms who submitted a proposal, we truly appreciate your time, efforts and interest.

Hirut Darge  
Purchasing Agent  
City of Lake Worth

Cc: Bid File

## **CONTRACTOR AGREEMENT**

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2014 between the **City of Lake Worth, Florida**, a municipal corporation with its principle office located at 7 North Dixie Highway, Florida 33460, herein referred to as the "CITY", and **R&D Paving LLC**, a Florida corporation, with its office located at 1116 NO. Lakeside Dr, Lake Worth, FL 33460, 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 Invitation for Bid LS-GC-13-14-120 (IFB) for the procurement of Lake Worth Municipal Golf Course Cart Path Improvements;

WHEREAS, CONTRACTOR submitted a bid to perform the work described and set out in Bid LS-GC-13-14-120;

WHEREAS, the CITY desires to accept CONTRACTOR's bid in order for CONTRACTOR to render the services to the CITY as provided herein;

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 awarding Bid LS-GC-13-14-120 to 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 sufficient of which is hereby acknowledged by both parties, the parties agree as follows:

#### **I. Time of Completion**

1.1 The work to be performed under this Agreement shall commence on the date a Notice to Proceed is issued to Contractor and the work shall be substantially completed within sixty (60) calendar days after the date of the Notice to Proceed and it shall be fully completed within seventy-five (75) calendar days. The CITY, however, may terminate this Agreement as stated herein.

#### **II. Scope of Services/Work**

2.1 All terms and conditions outlined in Bid LS-GC-13-14-120 are incorporated in this Agreement by reference and in full force and effect unless superseded by the terms of this Agreement.

2.2 The nature and extent of services to be rendered by the CONTRACTOR are for golf course cart path improvements and are set out in the IFB, **however, items 16 and AL1 are removed from the Schedule of Unit Bid Items along with the associated work to be performed under item 16.**

2.3 The CONTRACTOR represents to the CITY that the services 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 services shall conform to the highest standards and in accordance with this Agreement.

2.4 The CONTRACTOR represents that it is licensed to do business in the State of Florida and further warrants its capability and experience to perform the tasks and services provided for herein in a professional and competent manner.

### III. USE OF AGENTS OR ASSISTANTS

3.1 To the extent reasonably necessary to enable the CONTRACTOR to perform its duties 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

4.1 Both parties shall appoint a Project Manager who shall meet to coordinate, review and insure performance by the CONTRACTOR under this Agreement. The project manager appointed by the CITY will oversee the daily administration of the tasks to be performed by the CONTRACTOR under this Agreement.

### V. EQUIPMENT

5.1 The CONTRACTOR shall provide the equipment necessary to complete the various work tasks 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 services performed and accepted by the City, in the amount follows:

**\$97,578.05**

6.2 Should the CITY require additional services not included in this Agreement fees and payment for such services will be set forth in a separate Additional Services Addendum, as authorized by the CITY prior to any such additional services or 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. 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 30<sup>th</sup> of each calendar year. The City cannot authorize work beyond September 30<sup>th</sup> 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. The City will issue a new Purchase Order each Fiscal Year, for required and approved services.

## **VII. MAXIMUM COSTS**

7.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to complete all tasks as specified herein shall not exceed the maximum contractual amount provided for herein without prior written approval from CITY. The maximum costs, as expressed herein, include any approved costs associated with Additional Services Addendums approved during the performance of this Contract.

## **VIII. Billing**

8.1 The CONTRACTOR shall submit an itemized bill to the Project Manager for approval prior to receiving compensation. Billing shall include an itemized summary of total costs billed and shall be made at such intervals as stipulated in the Basis for Compensation in paragraph 6.1. All billings shall include a description of the status of efforts, a brief itemization of costs associated with each task or project phase and the total task or project costs to date.

8.2 The CONTRACTOR shall be paid within thirty (30) days receipt of approved invoice for services.

#### IX. AUDIT BY CITY

9.1 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 be performed under this Agreement.

#### X. COPIES OF DATA/DOCUMENTS

10.1 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

11.1 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

12.1 The CONTRACTOR shall not make changes to the Scope of Work or perform any additional work or provide any additional material except as set forth in Paragraph 2.1, 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 risk and without payment.

#### XXIII. DEFAULTS, TERMINATION OF AGREEMENT

13.1 If the City's Project Manager deems that the CONTRACTOR is in default for failure to supply an adequate working force, or service of proper quality, or has failed in any other respect to satisfactorily perform the services specified in this Agreement, the City's Project Manager may give written notice to the CONTRACTOR specifying defaults to be remedied within thirty (30) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures and be made pursuant to paragraph 23.1 of this Agreement.

A. If the CONTRACTOR does not remedy defaults within thirty (30) days or commence steps to remedy default to the reasonable satisfaction of the City's Project

Manager, the CITY may secure such services from another CONTRACTOR and the CITY may withhold any money due or which may become due to the CONTRACTOR for such task related to the claimed default; or

B. If after thirty (30) days the CONTRACTOR has not remedied defaults or commenced steps to remedy defaults to the satisfaction of the City's 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, without cause, upon fifteen (15) days written notice. 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 or other costs incurred due to termination of this Agreement.

#### XIV. INSURANCE

Prior to the effective date of this contract, CONTRACTOR shall be required to submit to the Purchasing Office, a copy of its Certificate of Insurance, reflecting, at a minimum, the following coverage:

##### Comprehensive General Liability

Bodily Injury & Property Damage, Combined Limit

- Each Occurrence: \$1,000,000
- Aggregate \$2,000,000

##### Comprehensive Automobile Liability

Combined single limit for Bodily Injury and Property damage \$1,000,000

##### Workers Compensation

In accordance with at least Florida Statute 440 and not less than \$1,000,000

The City of Lake Worth shall be named as "Additional Insured" on the contractor's General Liability Policy, and if bidder's vehicles will be operating on City-owned property, the City of Lake Worth must also be named as "Additional Insured" on the contractor's Automobile Liability policy.

Coverage must be maintained during the full term of the contract. If there is a cancellation of or change to the policy submitted as proof of coverage, it is the responsibility of the CONTRACTOR to insure it or the insurance carrier, notifies the City of Lake Worth's Human Resources Director and Risk Manager, (fax 561/533-7383), at least thirty (30) days before expiration of or any changes to the policy.

#### XV. WAIVER OF BREACH

15.1 The waiver of either party 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, suit, 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) which in whole or in part arise out of or are connected with, or which are alleged to have arisen out of or to have been connected with, the CONTRACTOR's performance of this Agreement (including performance by 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

17.1 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 of any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owed, 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**

19.1 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 TRIAL BY JURY**

20.1 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**

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.

#### **XXII. TIME IS OF THE ESSENCE**

22.1 Time is of the essence in the completion of tasks and services as specified herein. The CONTRACTOR and the CITY agree that the ongoing performance and completion of all tasks and services specified in this Agreement are of vital importance to the CITY and the CITY will suffer irreparable harm and injury of a nature not capable of being calculated with reasonable certainty if they are not timely completed.

22.2 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**

23.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date personally delivered to the address indicated below or delivered by nationally recognized overnight courier to the address indicated below or on the third (3<sup>rd</sup>) 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 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:

R&D Paving LLC  
1116 No. Lakeside Dr.  
Lake Worth, FL 33460

#### XXIV. SEVERABILITY

24.1 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. FORCES OF NATURE

24.1 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. Any delays beyond the control of either party shall automatically extend the time schedule as set forth in this Agreement by the period of any such delay.

#### XXV. COUNTERPARTS

25.1 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 a fully executed original of this Agreement.

#### XXVI. PUBLIC ENTITY CRIMES

26.1 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 Statutes, 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.

#### XXVII PREPARATION

27.1 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

#### XXVIII PALM BEACH COUNTY IG

28.1 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.

#### XXIX PUBLIC RECORDS

29.1 Public Records: The Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

Keep and maintain all public records that ordinarily and necessarily would be required by the City to keep and maintain in order to perform the services under this Contract.

Provide the public with access to said 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 Chapter 119, Florida Statutes, or as otherwise provided by law.

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

Meet all requirements for retaining said public records and transfer, at no cost, to the City all said public records in possession of the Contractor upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from Chapter 119, Florida Statutes, 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.

### XXX. LIQUIDATED DAMAGES.

If the actual completion date for substantial completion or final completion occurs later than the time indicated in the Special Terms or later than the scheduled completion date if a duly authorized change order for time is issued, liquidated damages in the amount of Five Hundred Dollars (\$500.00) per calendar day shall be paid by the Contractor to the City for unexcused delay in performance of the work. Contractor agrees that the City's actual damages in the event of unexcused delay are difficult to ascertain and therefore the parties agree that the sum set forth above is reasonably related to what damages the City may suffer and are enforceable liquidated damages and not penalties. Any claims by the City will be a claim for liquidated damages as provided in the contract and the City waives any separate claim for consequential damages. Notwithstanding the above, Contractor agrees that liquidated damages do not include additional costs invoiced by Engineer to the City for extended engineering services arising out of an unexcused delay, and Contractor agrees to reimburse the City for such actual Engineer costs in addition to payment by Contractor of liquidated damages.

### XXXI. EXTENSION OF TIME.

The time limit for the completion of the work as described in the Contract Documents is of the essence of this Contract. In the event of a claim of delay in the work, Contractor must request an extension of the contract completion date in writing and must provide the following information to the City within five (5) days of commencement of the delay:

1. Confirmation whether all schedule updates, submittals and other conditions of the Contract have been met;

2. Affirmative representation that the delay is beyond the control of Contractor and subcontractors and due to no direct or indirect fault of Contractor.
3. Nature of the delay.
4. Dates of commencement/and end of delay.
5. Evidence that the delayed work results in a direct delay to the schedule critical path.
6. List of tasks/work affected by the delay.
7. Anticipated extent of delay.
8. Recommended action to minimize delay.
9. Confirmation that Contractor has used all the float time available for the work involved in the delay request.
10. Such other supporting information as requested by Engineer.

Contractor acknowledges that the evaluation of time extensions will be based on the above information.

Time extensions for weather delays will only be considered if all float time is exhausted prior to the weather occurrence.

The City will not consider a claim for time extension which does not comply with the preceding requirements. Contractor agrees that failure to timely request a time extension constitutes a waiver by Contractor of such claim for time extension.

If Contractor is delayed at any time in the progress of the work by any act or neglect of the City, or by any employee of the City or by any separate Contractor employed by the City or by any changes ordered in the work, by fire, by unusual delay in transportation, by unavoidable casualties or by any causes beyond Contractor's control or by delay authorized by the City pending resolution of disputes, and the City has approved a change order extending the contract time for same, such extension of contract time shall extend the project completion date and substantial completion date for such reasonable time as the City shall determine in the change order.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

**SIGNATURE PAGE TO FOLLOW**

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

~~Reviewed and Approved for Execution:~~

*Not Applicable*

\_\_\_\_\_  
Pamela J. Lopez, City Clerk

~~\_\_\_\_\_  
Michael Bornstein, City Manager~~

Approved as to form and legal sufficiency:

*Glen J. Torcivia*  
\_\_\_\_\_  
Glen J. Torcivia, City Attorney

**R&D PAVING LLC**

CONTRACTOR:

By: *Nancy G. Rosso*  
\_\_\_\_\_

[Corporate Seal]

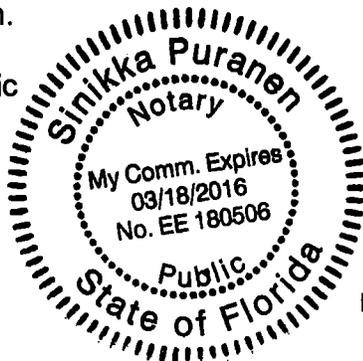
Print Name: *Nancy G. Rosso*  
\_\_\_\_\_

Title: *OWNER*  
\_\_\_\_\_

STATE OF FLORIDA )  
COUNTY OF PALM BEACH \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this 24 day of July, 2014 by Nancy Rosso, President of R&D Paving LLC, a Florida corporation on behalf of the corporation, and who is personally known to me or who has produced the following \_\_\_\_\_ as identification.

Notary Public



*Sinikka Puranen*  
\_\_\_\_\_  
Print Name: SINICKA PURANEN  
My commission expires: 3-18-2016



## CITY OF LAKE WORTH

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

**AGENDA DATE:** August 19, 2014, Regular Meeting

**DEPARTMENT:** Leisure Services

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### **EXECUTIVE BRIEF**

#### **TITLE:**

Renew a submerged land lease with the State Department of Environmental Protection for the operation of the William O'Lockhart Municipal Pier

#### **SUMMARY:**

The Lease will renew the City's continued use of submerged land under the Municipal Pier for an additional 25 years.

#### **BACKGROUND AND JUSTIFICATION:**

This item is the renewal of a twenty five (25) year lease between the City and the State of Florida Department of Environmental Protection for the operation of the city's municipal pier. There is a one-time renewal fee of \$619 for the submerged land permit.

#### **MOTION:**

I move to approve/not approve a 25-year lease with the Florida Department of Environmental Protection for use of submerged land for the operation of the Municipal Pier.

#### **ATTACHMENT(S):**

Fiscal Impact Analysis  
Lease

## **FISCAL IMPACT ANALYSIS**

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2017
Capital Expenditures	0	0	0	0	0
Operating Expenditures	\$619	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	0	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: Account #140.8075.579.46-65 has available budget of \$1,217.

C. Department Fiscal Review: BJH/Finance

DEPARTMENT OF ENVIRONMENTAL PROTECTION  
 RECEIPTS SECTION  
 POST OFFICE BOX 3070  
 TALLAHASSEE, FL 32315-3070



**INVOICE**

**Bill To:**

CITY OF LAKE WORTH, FLORIDA  
 7 NORTH DIXIE HIGHWAY  
 LAKE WORTH, FL 33460

**\*\* INVOICE / INSTRUMENT INFORMATION \*\***

Invoice #:	79364	Instrument #:	<b>500000196</b>
Invoice Date:	07/29/2014	Expiration Date:	01/19/2036
Due Date:	<b>08/28/2014</b>	Extended Term Fee:	NO
Rate:	FEE WAIVED RATE		
Location:	MUNICIPAL FISHING PIER AT MUNICIPAL BEACH		

**\*\* IMPORTANT REMINDERS \*\***

If paying by mail, please return invoice with your payment to the above address.  
 Online payment by check, credit card or debit card is available at  
<http://www.fldepportal.com/go/pay-invoices/>.  
 Late payments are subject to a 12% interest fee pursuant to FAC 18-21.011(1)(b)11.

INFORMATION			ANNUAL LEASE FEE DATA					
Description	Memo	Object	Net Square Feet	Rate	Discount	Extended Term Fee	*Amount	
SUBMERGED LAND RENEWAL FEE		001018	143,731	0	N/A	N	\$619.00	
Note: AGENT: S. JONES. SSR							<b>Subtotal</b>	\$619.00
							<b>Sales Tax (0.0%)</b>	\$0.00
							<b>County Tax (0%)</b>	\$0.00
							<b>Total</b>	\$619.00
							<b>Invoice Balance Due</b>	\$619.00
							<b>Instrument/Lease Balance Due</b>	<b>\$619.00</b>

**ANNUAL LEASE FEE FORMULA = BASE FEE\* - DISCOUNT + EXTENDED TERM FEE**

\*BASE FEE = Base Rate x Net Square Feet OR  
 \*BASE FEE = Minimum Rate  
 DISCOUNT = Base Fee x Discount Percentage  
 EXTENDED TERM FEE = Base Fee x Extended Term Fee Percentage

**For any questions concerning this invoice, please call the Division of State Lands at (850) 245-2555.**

This Instrument Prepared By:  
M. Sue Jones  
Bureau of Public Land Administration  
3900 Commonwealth Boulevard  
Mail Station No. 125  
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND  
OF THE STATE OF FLORIDA

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SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE RENEWAL

BOT FILE NO. 500000196

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to City of Lake Worth, Florida, hereinafter referred to as the Lessee, the sovereignty lands described as follows:

A parcel of sovereignty submerged land in Section 26,  
Township 44 South, Range 43 East, in the Atlantic Ocean,  
Palm Beach County, containing 143,731 square feet, more or less,  
as is more particularly described and shown on Attachment A, dated February 26, 1992.

TO HAVE THE USE OF the hereinabove described premises for a period of 25 years from January 19, 2011, the effective date of this renewed lease. The terms and conditions on and for which this renewed lease is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a public fishing pier to be used exclusively for passive recreational activities in conjunction with an upland municipal park, without fueling facilities, without a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveboards as defined in paragraph 25, incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this lease.

2. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease. If at any time during the lease term this lease no longer satisfies the requirements of subparagraph 18-21.011(1)(b)7., Florida Administrative Code, for a fee waived lease, the Lessee shall be required to pay an annual lease fee in accordance with Rule 18-21.011, Florida Administrative Code, and if applicable, remove any structures which may no longer qualify for authorization under this lease.

3. SUBMITTING ANNUAL CERTIFIED FINANCIAL RECORDS: Within 30 days after each anniversary of the effective date of this lease, the Lessee shall submit annual certified financial records of income and expenses to the State of Florida Department of Environmental Protection, Division of State Lands, Bureau of Public Land Administration, 3900 Commonwealth Blvd, MS 130, Tallahassee, FL 32399. "Income" is defined in subsection 18-21.003(31), Florida Administrative Code. The submitted financial records shall be certified by a certified public accountant.

4. EXAMINATION OF LESSEE'S RECORDS: The Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any renewals, plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

5. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the term of this lease and any renewals plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

6. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

7. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code, in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto. If such interest is terminated or the Lessor determines that such interest did not exist on the effective date of this lease, this lease may be terminated at the option of the Lessor. If the Lessor terminates this lease, the Lessee agrees not to assert a claim or defense against the Lessor arising out of this lease. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

8. ASSIGNMENT OF LEASE: This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

9. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

10. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

City of Lake Worth  
7 North Lake Dixie Highway  
Lake Worth, Florida 33460

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

11. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

12. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

13. MAINTENANCE OF FACILITY/RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

14. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area.

15. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

16. PERMISSION GRANTED: Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

17. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. In the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment B, which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon the Lessee and the Lessee's successors in title or successors in interest.

18. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 10 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

19. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 18 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

20. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

21. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the facility.

22. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this agreement.

23. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

24. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

25. LIVEBOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

26. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

27. SPECIAL LEASE CONDITION: The terms and conditions herein, including those related to assessment of lease fees, may be reviewed at any time during the term of this lease as deemed necessary by the Lessor or its designated agent, and such terms and conditions may be modified or additional conditions may be imposed as deemed necessary by the Lessor. For the purpose of this provision, the terms and conditions of this lease may be modified (which may include the addition of new terms and conditions) for, but not limited to, the following reasons:

- a. to conform to the adoption or revision of Florida Statutes (F.S.), rules, and standards that require the modification of the lease for compliance;
- b. to ensure compliance with the U.S. Endangered Species Act of 1973, 16 U.S.C., § 1531, et seq., and the Florida Endangered and Threatened Species Act of 1977, Section 372.072, F.S.;
- c. to conform to adoption or revision of rules regarding the assessment of lease fees;
- d. to conform to any modification to the terms and conditions of all applicable permits from the State of Florida Department of Environmental Protection, the applicable water management district and/or the U.S. Army Corps of Engineers, and all other required approvals; and,
- e. to remove any structure declared to be a public nuisance.

The Lessor shall allow the Lessee a reasonable time for compliance with the amended or new terms and conditions.

WITNESSES:

BOARD OF TRUSTEES OF THE INTERNAL  
IMPROVEMENT TRUST FUND OF THE STATE  
OF FLORIDA

(SEAL)

\_\_\_\_\_  
Original Signature

\_\_\_\_\_  
Print/Type Name of Witness

\_\_\_\_\_  
Original Signature

\_\_\_\_\_  
Print/Type Name of Witness

BY: \_\_\_\_\_

Cheryl C. McCall, Chief, Bureau of Public Land Administration,  
Division of State Lands, State of Florida Department of  
Environmental Protection, as agent for and on behalf of the  
Board of Trustees of the Internal Improvement Trust Fund of the  
State of Florida

"LESSOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

[Signature]  
DEP Attorney

7/25/14  
Date

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Printed, Typed or Stamped Name

My Commission Expires:

\_\_\_\_\_  
Commission/Serial No. \_\_\_\_\_

WITNESSES:

City of Lake Worth, Florida (SEAL)

\_\_\_\_\_  
Original Signature

BY: \_\_\_\_\_  
Original Signature of Executing Authority

\_\_\_\_\_  
Typed/Printed Name of Witness

Pam Triolo  
Typed/Printed Name of Executing Authority

\_\_\_\_\_  
Original Signature

Mayor  
Title of Executing Authority

\_\_\_\_\_  
Typed/Printed Name of Witness

“LESSEE”

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by Pam Triolo as Mayor, for and on behalf of City of Lake Worth, Florida. She is personally known to me or who has produced \_\_\_\_\_, as identification.

My Commission Expires:

\_\_\_\_\_  
Notary Signature

Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
Commission/Serial No. \_\_\_\_\_

\_\_\_\_\_  
Printed, Typed or Stamped Name

UNITED STATES  
DEPARTMENT OF COMMERCE  
AND GEODETIC SURVEY

SITE

LAY

7.5 N

4937 11 NE  
(PALM BEACH)

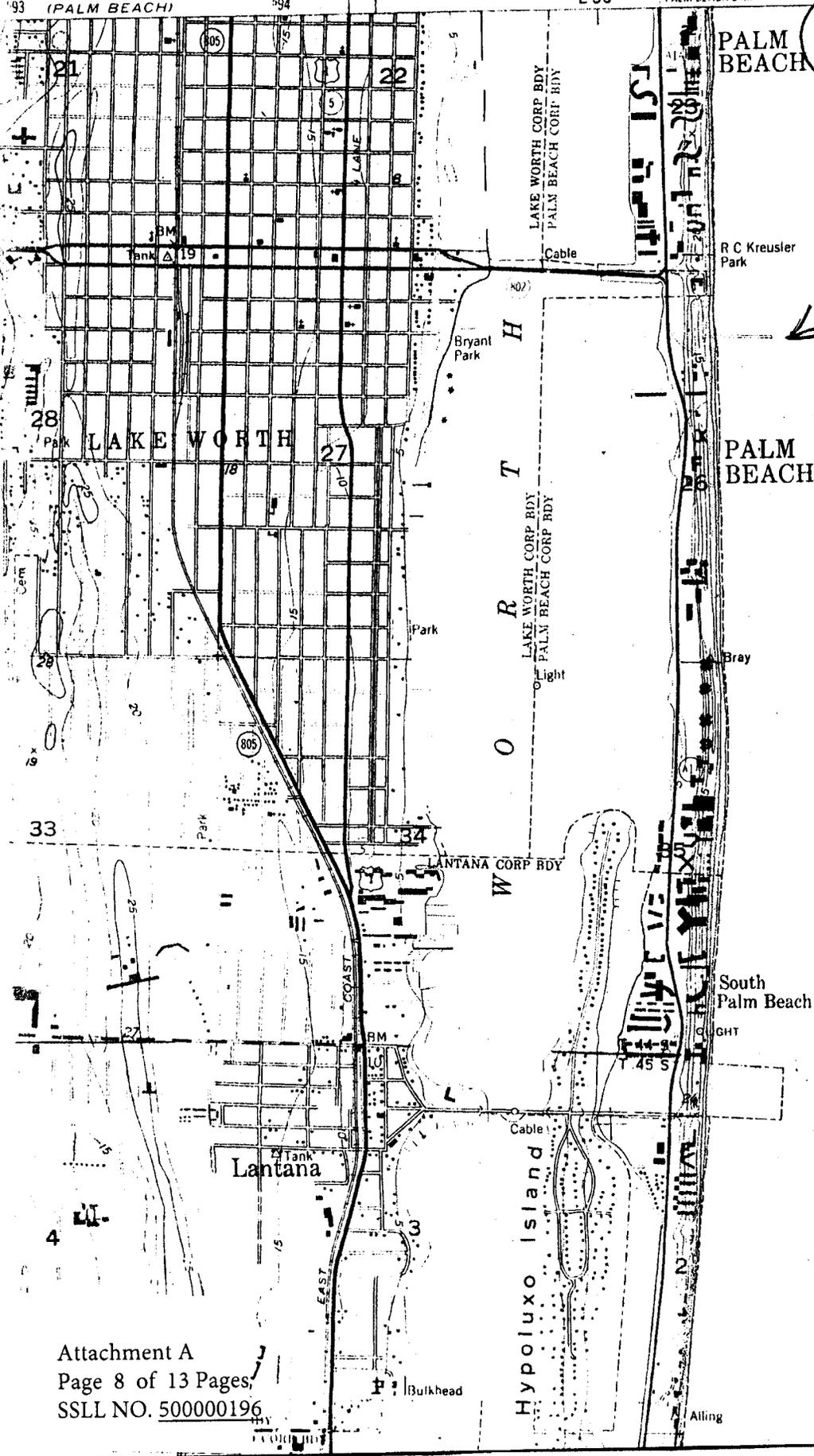
FORT PIERCE 65 MI  
WEST PALM BEACH 6 7 MI

2'30"

67 MI TO U.S. 1  
PALM BEACH 6 MI

597

820000 1



Attachment A  
Page 8 of 13 Pages  
SSLL NO. 50000196

O C C E A N

North line Section 26-44-43  
North line Gov't Lot 1

LAKE AVENUE SR 802

STATE ROAD A-1-A

LAKE WORTH  
BATHING  
BEACH AND  
CASINO

Ocean Blvd. (R/W only-no physical road exists)

ATLANTIC OCEAN

LOCUS  
SUBMERGED  
LANDS LEASE

LAKE WORTH MUNICIPAL  
FISHING PIER



LOCATION MAP  
NOT TO SCALE

**NOTES:** EXISTING STRUCTURES WITHIN 100 FEET OF PROPOSED LEASE AREA HAVE BEEN LOCATED.  
THE LINEAR FOOTAGE OF THE APPLICANT'S SHORELINE BORDERING STATE SUBMERGED LANDS IS 1,300 FEET, MORE OR LESS.  
THE SAFE UPLAND LINE HAS BEEN ESTABLISHED AT ELEVATION 2.3 FEET NATIONAL GEODETIC VERTICAL DATUM (NGVD) AND APPROVED BY THE DEPARTMENT OF NATURAL RESOURCES. BENCH MARK IS USC & G BRASS DISK IN NORTHWEST CORNER OF THE CONCRETE BASE SUPPORTING THE NORTH LEG OF THE RADIO STATION STEEL TOWER, "Q 317 1970", ELEVATION 16.65.

**SURVEYOR'S CERTIFICATION**

I HEREBY CERTIFY that the Specific Purpose Survey as shown hereon is a true and correct representation of a survey, made under my direction of the lands described hereon, and that, to the best of my knowledge and belief, said survey complies with the Minimum Technical Standards as set forth by the Florida Board of Professional Land Surveyors pursuant to Section 472.027, Florida Statutes and Chapter 21 HH-6.006 of the Florida Administrative Code.

Date: 2.21.92

By: *Mary Hanna Clodfelter*  
Mary Hanna Clodfelter  
Professional Land Surveyor  
Florida Certificate No. 4763

APPROVED-FLDNR/ESM

Date: 2/26/92

Attachment A  
Page 9 of 13 Pages  
SSLL NO. 500000196  
**SHEET 1 OF 3**  
**SPECIFIC PURPOSE SURVEY**

REV:
FIELD: N/A
DRAWN: MH CLODFELTER
APPROVED:

**MOCK, ROOS & ASSOCIATES, INC.**  
ENGINEERS • SURVEYORS • PLANNERS  
5720 CORPORATE WAY  
WEST PALM BEACH, FLORIDA 33407  
Phone: 407 683-3113 Fax: 407 478-7248



Submerged Lands Lease  
Prepared for  
CITY OF LAKE WORTH  
SECTION 26; T44S; R43E

SCALE: N/A
DATE: FEB 1992
P. A. NO. 91190.02
DR. NO. <u>A</u> -2490

## DESCRIPTION: SUBMERGED LANDS LEASE

A parcel of submerged land situated in the Northwest One-Quarter (NW 1/4) of Section 26, Township 44 South, Range 43 East, Palm Beach County, Florida and being an easement 160.00 feet in width and being more particularly described as follows:

Commencing at a Palm Beach County Brass Disk "A-1-A/Lake" located at the intersection of Lake Avenue, State Road 802 and State Road A-1-A; thence along the centerline of said State Road A-1-A, as shown on the State of Florida Department of Transportation Right-of-Way Map 9306-111, South 00-30-26 East, a distance of 634.61 feet to the beginning of a curve having a radius of 2864.93 feet from which a radial line bears North 89-29-34 East; thence southeasterly along the arc of said curve subtending a central angle of 03-47-19, a distance of 189.43 feet; thence departing from said centerline, South 87-54-09 East, a distance of 739.93 feet to a point along the Safe Upland Line of the Atlantic Ocean, as now established at elevation 2.3 feet National Geodetic Vertical Datum (NGVD), said point also being on the centerline of the existing Lake Worth Municipal Fishing Pier and the Point of Beginning.

From the Point of Beginning; thence departing from the said centerline of the existing pier and along said Safe Upland Line, North 01-10-29 East, a distance of 80.01 feet; thence along a line 80.00 feet north of and parallel with the aforementioned centerline of the existing pier, South 87-54-09 East, a distance of 900.00 feet; thence South 02-05-51 West, a distance of 160.00 feet; thence along a line 80.00 feet south of and parallel with the aforementioned centerline of said pier, North 87-54-09 West, a distance of 893.36 feet to intersect the aforementioned Safe Upland Line; thence along said Line, North 06-13-12 West, a distance of 31.55 feet; thence continuing along the said North Safe Upland Line, North 01-10-29 East, a distance of 48.79 feet to the point of beginning.

Containing 3.300 acres ( 143,730.78 Square Feet), more or less.

Subject to rights-of-way, easements restrictions and/or reservations of record, if any.

Bearings shown are based on the bearing of South 00-30-26 East along the centerline of State Road A-1-A, running southerly from the intersection thereof with Lake Avenue, SR 802, as shown on the State of Florida Department of Transportation Right-of-Way Map 9306-111.

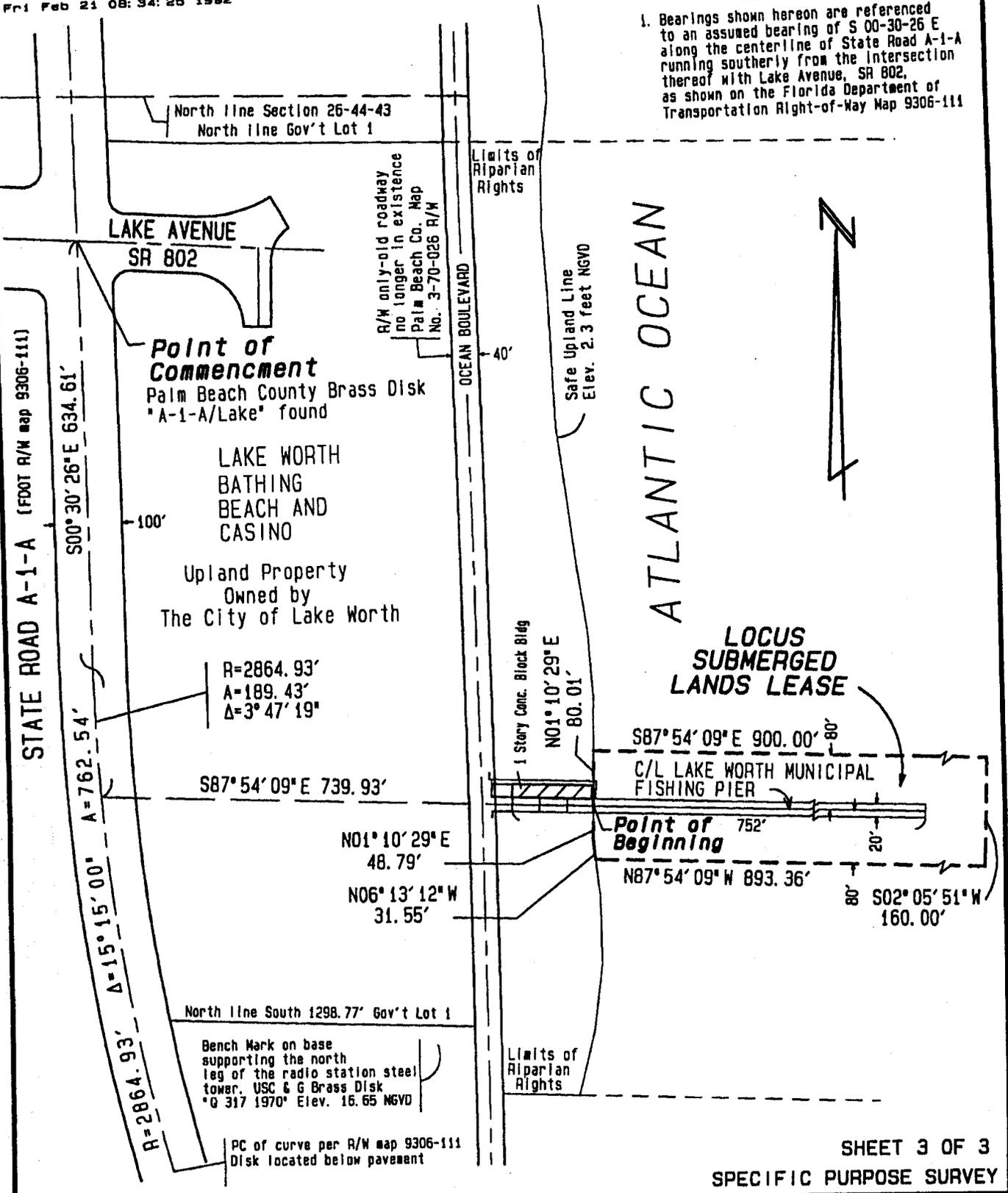
Attachment A  
Page 10 of 13 Pages  
SSLL NO. 500000196

SHEET 2 OF 3  
SPECIFIC PURPOSE SURVEY

REV:	<b>MOCK, ROOS &amp; ASSOCIATES, INC.</b> ENGINEERS • SURVEYORS • PLANNERS  5720 CORPORATE WAY WEST PALM BEACH, FLORIDA 33407 Phone: 407 683-3113 Fax: 407 478-7248	Submerged Lands Lease	SCALE: N/A
FIELD: N/A		Prepared for	DATE: FEB 1992
DRANN: MH CLODFELTER		CITY OF LAKE WORTH	P. A. NO. 91190.02
APPROVED:		SECTION 26; T44S; R43E	DR. NO. <u>A</u> -2490

NOTES

1. Bearings shown hereon are referenced to an assumed bearing of S 00-30-26 E along the centerline of State Road A-1-A running southerly from the intersection thereof with Lake Avenue, SR 802, as shown on the Florida Department of Transportation Right-of-Way Map 9306-111



SHEET 3 OF 3

SPECIFIC PURPOSE SURVEY

REV:
FIELD: S. OSBORNE
DRAWN: MH CLOFFELTER
APPROVED:

**MOCK, ROOS & ASSOCIATES, INC.**  
 ENGINEERS • SURVEYORS • PLANNERS  
 5720 CORPORATE WAY  
 WEST PALM BEACH, FLORIDA 33407  
 Phone: 407 683-3113 Fax: 407 478-7248

Submerged Lands Lease  
 Prepared for  
 CITY OF LAKE WORTH  
 SECTION 26; T44S; R43E

SCALE: 1"=200'
DATE: FEB 1992
P. A. NO. 91190.02
DR. NO. A-2490

72

DEED 631 ME 21

This Indenture, Made this 4<sup>th</sup> day of May

A. D. 1941. BETWEEN A. ATWATER KENT and MABEL L. KENT, his wife

of the County of Delaware and State of Pennsylvania

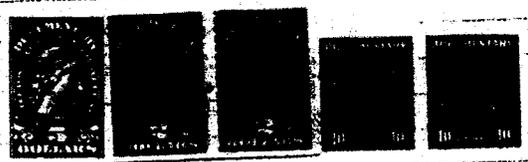
parties of the first part, and CITY OF LAKE WORTH, a municipal corporation organized and existing under the laws of the State of Florida, having its principal place of business in the County of Palm Beach and State of Florida

party of the second part, Witnesseth, that the said parties of the first part, for and in consideration of the sum of Ten Dollars & other valuable considerations to them in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, remised, released, conveyed, confirmed, and by these presents do grant, bargain, sell, alien, remise, release, convey and confirm unto the said party of the second part and its successors and assigns forever, all that certain parcel of land lying and being in the County of Palm Beach and State of Florida

more particularly described as follows:

The North 800 feet of the South 2198.77 feet of Government Lot 1 in Section 26, Township 44 South, Range 43 East; including the riparian and littoral rights thereto appertaining.

SUBJECT to the right of way of Ocean Boulevard as now located and existing, being now described as State Road #140; and SUBJECT to taxes subsequent to the year 1940.



Together with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto belonging or in anywise appertaining. To Have and to hold the same in fee simple forever.

And the said parties of the first part do covenant with the said party of the second part, that they are lawfully seized of the said premises; that they are free of all incumbrance, and that they have good right and lawful authority to sell the same; and that said parties of the first part doth hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals, the day and year above written.

Signed, sealed and delivered in our presence:

Edward J. [Signature]
George W. [Signature]
Richard A. [Signature]
Hugh R. Murphy

[Signature] (Seal)
Mabel L. Kent (Seal)

State of PENNSYLVANIA  
County of DELAWARE Philadelphia

I hereby Certify, That on this 22nd day of May  
A. D. 1941, before me personally appeared A. ATWATER KENT and  
MABEL L. KENT, his wife

to me known to be the person so described in and  
who executed the foregoing emancipation to City of Lake Worth, a municipal corpora-  
tion organized and existing under the laws of the State of Florida,  
and severally acknowledged the execution thereof to be their free act and deed for the uses and  
purposes therein mentioned; and the said MABEL L. KENT, the wife of the said  
A. Atwater Kent on a separate and private examination taken and  
made by and before me, and separately and apart from her said husband, did acknowledge that  
she made herself a party to the said Deed of Conveyance, for the purpose of renouncing, relinquish-  
ing and conveying all her right, title and interest, whether of dower or of separate property, statu-  
tory or equitable, in and to the lands therein described, and that she executed said deed freely and  
voluntarily, and without any constraint, fear, apprehension or compulsion of or from her said hus-



Witness my signature and official seal at Philadelphia  
in the County of Delaware and State of Pennsylvania  
this 22nd day of May 1941.

Emma K. Ruten  
Notary **NOTARY PUBLIC**

My commission expires March 21, 1942

STATE OF FLORIDA } ss.  
COUNTY OF PALM BEACH }  
This instrument was filed for record at  
4:50 P. M. this 5 day of  
June 1941 and recorded in  
Book 631 at  
Page 84 Record verified.  
J. ALEX ANNETTE, Clerk Circuit Court  
D. C.

WARRANTY DEED  
TO CORPORATION

ABSTRACT OF DESCRIPTION

Date

139





## CITY OF LAKE WORTH

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

**AGENDA DATE:** August 19, 2014 Regular Meeting

**DEPARTMENT:** Water/Sewer Utilities

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### **EXECUTIVE BRIEF**

#### **TITLE:**

Contract with Lanzo Lining Services, Inc. for the Mobile Home Park Sanitary Sewer Rehabilitation

#### **SUMMARY:**

The Contract authorizes a sanitary sewer rehabilitation which is required in order for the Health Department to release Potable Well #16 for service.

#### **BACKGROUND AND JUSTIFICATION:**

The City is completing construction activities on new Potable Well #16 located at 1900 2<sup>nd</sup> Avenue North. As part of the permitting process for this proposed well, the Health Department is requiring that the City test the sanitary sewers within the zone of influence for Zone 2 of the well. This includes the private sanitary sewer system that runs on a north south direction in the center of the Palm Beach County Mobile Home Park, located adjacent to the well site.

The sanitary sewer system to be rehabilitated is privately owned and maintained by the owner of the mobile home park. Although this project will improve a privately owned sewer system, it will also serve a public use, because it will enable the City of Lake Worth to operate the newly constructed Well #16 and remain in compliance with the South Florida Water Management District Water Use Permit. The City of Lake Worth Utility Ordinance does not currently require the continued maintenance of privately owned sewer systems.

Since the Health Department will not release Well #16 for service until the Palm Beach Mobile Home Park sewer has been rehabilitated, it is in the public interest for the City Water Utility to construct the improvements on an expedited basis. Therefore, it is recommended that the City Commission approve the use of the recent Palm Beach County contract for this purpose.

The contract uses unit pricing contained in the Palm Beach County contract WUD 12-063(B) Continuing Contract for Wastewater Gravity Lines & Manhole Rehabilitation.

#### **MOTION:**

I move to approve/disapprove a contract with Lanzo Lining Services, Inc. at a cost not to exceed \$90,688.

#### Attachments

- 1) Fiscal Analysis
- 2) Lanzo Lining Services, Inc. – Palm Beach County Contract WUD 12-063(B)
- 3) Lanzo Lining Services, Inc. contract with City of Lake Worth
- 4) DERM Letter requesting sewer rehab in Zone 2
- 5) PBC Health Department RFI requesting sewer rehab in Zone 2

## FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	90,688	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	\$90,688	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 Capital budget from account 402-7022-533.63-00.

Utilities/Water Production							
Account Number	Account Description	Project #	FY 2014 Proposed Budget	Amended Budget	Current Balance	Agenda Item Expenditures	Remaining Balance
402-7022-533.63-00	WTP CIP	WT 1405	\$1,370,625	N/A	\$772,126	-\$90,688	\$681,438

### C. Fiscal Review:

Larry Johnson – Director  
 Monica Shaner –Engineer

3K-3

ORIGINAL

approved  
by CIP  
4/22/14

**BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA**

**R2014 0521**

**APR 15 2014**

**Continuing Contract  
For Wastewater Gravity Lines  
& Manhole Rehabilitation**

**Project No. WUD 12-063 (B)**

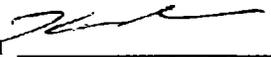
**CONFORMED DOCUMENTS**

**CONTRACT DOCUMENTS  
BIDDING REQUIREMENTS, CONTRACT FORMS,  
CONDITIONS OF THE CONTRACT, AND  
TECHNICAL SPECIFICATIONS**

**Palm Beach County Water Utilities Department  
P.O. Box 16097  
West Palm Beach, FL 33416-6097**

**8100 Forest Hill Boulevard  
West Palm Beach, FL 33413  
FAX: (561) 493-6113**

**E-Mail Address: hmelendez@pbcwater.com**



**Contractor Signature**

*Lanzo Lining Services, Inc - Florida*

Bids will be received at the office of the Palm Beach County Water Utilities Department, Administration Building, located at 8100 Forest Hill Boulevard, West Palm Beach, Florida 33413 at the time and on the date specified in the Advertisement for Bids.

**PBC WATER UTILITIES**

**MAR 28 2014**

L 669

**CONTRACTING**

**SCHEDULE OF BID PRICES**

Project No.: WUD 12-063  
 Project Name: Continuing Contract For Wastewater Gravity Lines  
 & Manhole Rehabilitation

Bid Item No.	Item	Quantity	Units	Unit Price	Total
1	Point Repair (open trench), 4" through 8" Gravity Pipe (up to 5.9' deep)	200	L.F.	\$200.00	\$40,000.00
2	Point Repair (open trench), 4" through 8" Gravity Pipe (6' to 7.9' deep)	200	L.F.	\$250.00	\$50,000.00
3	Point Repair (open trench), 4" through 8" Gravity Pipe (8' to 9.9' deep)	150	L.F.	\$300.00	\$45,000.00
4	Point Repair (open trench), 4" through 8" Gravity Pipe (10' to 11.9' deep)	75	L.F.	\$400.00	\$30,000.00
5	Point Repair (open trench), 4" through 8" Gravity Pipe (12' to 13.9' deep)	75	L.F.	\$500.00	\$37,500.00
6	Point Repair (open trench), 4" through 8" Gravity Pipe (14' to 16' deep)	75	L.F.	\$600.00	\$45,000.00
7	Point Repair (open trench), 10" through 12" Gravity Pipe (up to 5.9' deep)	200	L.F.	\$250.00	\$50,000.00
8	Point Repair (open trench), 10" through 12" Gravity Pipe (6' to 7.9' deep)	200	L.F.	\$500.00	\$60,000.00
9	Point Repair (open trench), 10" through 12" Gravity Pipe (8' to 9.9' deep)	150	L.F.	\$400.00	\$60,000.00
10	Point Repair (open trench), 10" through 12" Gravity Pipe (10' to 11.9' deep)	75	L.F.	\$450.00	\$33,750.00
11	Point Repair (open trench), 10" through 12" Gravity Pipe (12' to 13.9' deep)	75	L.F.	\$550.00	\$41,250.00
12	Point Repair (open trench), 10" through 12" Gravity Pipe (14' to 16' deep)	75	L.F.	\$650.00	\$48,750.00
13	Single Lateral Replacement with Cleanout Installation (Removal and Installation) (up to 5.9' deep)	75	L.F.	\$70.00	\$5,250.00
14	Double Lateral Replacement with Cleanout Installation (Removal and Installation) (up to 5.9' deep)	75	L.F.	\$200.00	\$15,000.00
15	Single Lateral Replacement with Cleanout Installation (Removal and Installation) (6' to 7.9' deep)	25	L.F.	\$230.00	\$5,750.00
16	Double Lateral Replacement with Cleanout Installation (Removal and Installation) (6' to 7.9' deep)	25	L.F.	\$280.00	\$7,000.00
17	Single Lateral Replacement with Cleanout Installation (Removal and Installation) (8' to 9.9' deep)	20	L.F.	\$330.00	\$6,600.00
18	Double Lateral Replacement with Cleanout Installation (Removal and Installation) (8' to 9.9' deep)	20	L.F.	\$380.00	\$7,600.00
19	Single Lateral Replacement with Cleanout Installation (Removal and Installation) (10' to 11.9' deep)	20	L.F.	\$360.00	\$7,200.00

Bid Item No.	Item	Quantity	Units	Unit Price	Total
20	Double Lateral Replacement with Cleanout Installation (Removal and Installation) (10' to 11.9' deep)	20	L.F.	\$400.00	\$8,000.00
21	Single Lateral Replacement with Cleanout Installation (Removal and Installation) (12' to 13.9' deep)	20	L.F.	\$390.00	\$7,800.00
22	Double Lateral Replacement with Cleanout Installation (Removal and Installation) (12' to 13.9' deep)	20	L.F.	\$450.00	\$9,000.00
23	Single Lateral Replacement with Cleanout Installation (Removal and Installation) (14' to 16' deep)	20	L.F.	\$415.00	\$8,300.00
24	Double Lateral Replacement with Cleanout Installation (Removal and Installation) (14' to 16' deep)	20	L.F.	\$480.00	\$9,600.00
25	Replacement/Repair (open trench up to 20' pipe section), 4" to 8" Force Main (3' to 8' deep)	3	Each	\$10,000.00	\$30,000.00
26	Replacement/Repair (open trench up to 20' pipe section), 10" to 16" Force Main (3' to 8' deep)	3	Each	\$14,000.00	\$42,000.00
27	Replacement/Repair (open trench up to 20' pipe section), 18" to 24" Force Main (3' to 8' deep)	3	Each	\$20,000.00	\$60,000.00
28	Gravity Sewer Main Cleaning and TV Inspection (6" through 12" Pipe)	10000	L.F.	\$1.50	\$15,000.00
29	Gravity Sewer Main Cleaning and TV Inspection (15" through 30" Pipe)	1000	L.F.	\$5.00	\$5,000.00
30	Gravity Sewer Lateral (4" through 8") Cleaning and TV Inspection from Main (up to 30')	200	Each	\$125.00	\$25,000.00
31	Gravity Sewer Lateral (4" through 8") Cleaning and TV Inspection from Main (greater than 30')	10000	L.F.	\$0.20	\$2,000.00
32	Mechanical Root and/or Grease Removal (12" pipe or smaller)	1000	L.F.	\$4.00	\$4,000.00
33	Mechanical Root and/or Grease Removal (15" to 30" pipe)	1000	L.F.	\$8.25	\$8,250.00
34	Mechanical Tuberculation/Concrete Removal 12" pipe or smaller	750	L.F.	\$15.00	\$11,250.00
35	Internal (through Pipe) Removal of Protruding Service Connection	20	Each	\$275.00	\$5,500.00
36	Exploratory Excavation in Grass or Non-paved Area (up to 5' deep)	20	Each	\$700.00	\$14,000.00
37	Exploratory Excavation in Asphalt or Concrete Area (up to 5' deep)	10	Each	\$1,500.00	\$15,000.00
38	Exploratory Excavation in Grass or Non-paved Area (greater than 5' deep)	50	V.F.	\$100.00	\$5,000.00
39	Exploratory Excavation in Asphalt or Concrete Area (greater than 5' deep)	50	V.F.	\$100.00	\$5,000.00
40	Bypass pumping 4" through 10" Force Main	10	Day	\$600.00	\$6,000.00
41	Bypass pumping 12" through 16" Force Main	10	Day	\$1,900.00	\$19,000.00

Bid Item No.	Item	Quantity	Units	Unit Price	Total
42	Bypass pumping 18" through 30" Force Main	10	Day	\$2,500.00	\$25,000.00
43	Cleanout installation (open trench) in grass area (up to 5' deep)	200	Each	\$500.00	\$100,000.00
44	Cleanout Installation (open trench) in asphalt area (up to 5' deep)	75	Each	\$1,000.00	\$75,000.00
45	Cleanout Installation (open trench) in concrete area (up to 5' deep)	25	Each	\$1,000.00	\$25,000.00
46	Cleanout Installation (for grass, asphalt or concrete surfaces) per V.F. beyond 5' in depth	50	V.F.	\$100.00	\$5,000.00
47	Install CIPP or FFP (CIRCLE ONE) Liner for 6" Gravity Sewer Main (up to 8' deep)	200	L.F.	\$35.00	\$7,000.00
48	Install CIPP or FFP (CIRCLE ONE) Liner for 8" Gravity Sewer Main (up to 7.9')	6,000	L.F.	\$26.00	\$156,000.00
49	Install CIPP or FFP (CIRCLE ONE) Liner for 8" Gravity Sewer Main (8' to 11.9' deep)	6,000	L.F.	\$26.00	\$156,000.00
50	Install CIPP or FFP (CIRCLE ONE) Liner for 8" Gravity Sewer Main (12' to 16' deep)	250	L.F.	\$26.00	\$6,500.00
51	Install CIPP or FFP (CIRCLE ONE) Liner for 10" Gravity Sewer Main (up to 7.9')	200	L.F.	\$27.00	\$5,400.00
52	Install CIPP or FFP (CIRCLE ONE) Liner for 10" Gravity Sewer Main (8' to 11.9' deep)	200	L.F.	\$28.00	\$5,600.00
53	Install CIPP or FFP (CIRCLE ONE) Liner for 10" Gravity Sewer Main (12' to 16' deep)	100	L.F.	\$28.00	\$2,800.00
54	Install CIPP or FFP (CIRCLE ONE) Liner for 12" Gravity Sewer Main (up to 7.9')	200	L.F.	\$32.00	\$6,400.00
55	Install CIPP or FFP (CIRCLE ONE) Liner for 12" Gravity Sewer Main (8' to 11.9' deep)	100	L.F.	\$32.00	\$3,200.00
56	Install CIPP or FFP (CIRCLE ONE) Liner for 12" Gravity Sewer Main (12' to 16' deep)	100	L.F.	\$35.00	\$3,500.00
57	Install CIPP or FFP (CIRCLE ONE) Liner for 15" Gravity Sewer Main (up to 7.9')	200	L.F.	\$45.00	\$8,600.00
58	Install CIPP or FFP (CIRCLE ONE) Liner for 15" Gravity Sewer Main (8' to 11.9' deep)	100	L.F.	\$43.00	\$4,300.00
59	Install CIPP or FFP (CIRCLE ONE) Liner for 15" Gravity Sewer Main (12' to 16' deep)	100	L.F.	\$43.00	\$4,300.00
60	Sewer Lateral grouting in preparation for lining (max. up to 10' long)	200	Each	\$255.00	\$51,000.00
61	Install T-liner in 6" to 12" Sewer Mains with 4" to 6" Sewer Laterals (include 25' of lateral at all depths)	20	Each	\$2,500.00	\$50,000.00
62	Install CIPP or FFP (CIRCLE ONE) liner in 4" to 6" laterals at all depths (25' of lateral)	25	Each	\$2,200.00	\$55,000.00
63	Install CIPP or FFP (CIRCLE ONE) liner in 4" to 6" laterals at all depths (per L.F. beyond 25' of lateral length)	100	L.F.	\$45.00	\$4,500.00

Bid Item No.	Item	Quantity	Units	Unit Price	Total
64	Install CIPP or FFP (CIRCLE ONE) mainline/lateral connection interface seal in any size main with 4" to 6" laterals, all depths	25	Each	\$2,000.00	\$50,000.00
65	8"x6" PVC Tee or Wye with Coupling	25	Each	\$1,000.00	\$25,000.00
66	10"x6" PVC Tee or Wye with Coupling	25	Each	\$1,500.00	\$37,500.00
67	12"x6" PVC Tee or Wye with Coupling	25	Each	\$2,000.00	\$50,000.00
68	Seal visible infiltration through manhole walls, bench and invert (brick manhole)	10	Each	\$661.50	\$6,615.00
69	Seal visible infiltration through manhole walls, bench and invert (concrete manhole)	10	Each	\$601.65	\$6,016.50
70	Repair Sewer Manhole bench and invert	15	Each	\$464.10	\$6,961.50
71	Replace Sewer Manhole bench and invert	15	Each	\$704.55	\$10,568.25
72	Wall Repair/Build Up for Excessive Interior Wall Surface Loss of Sewer Manhole	100	SQ. FT.	\$23.10	\$2,310.00
73	Replace Sewer Manhole Ring & Covers (in street pavement)	35	Each	\$2,157.75	\$75,521.25
74	Replace Sewer Manhole Ring & Covers (in non-paved area)	35	Each	\$1,554.00	\$54,390.00
75	Install Sewer Manhole Inflow Protectors	125	Each	\$185.85	\$23,231.25
76	Install New Standard Precast Concrete Sewer Manhole (4-ft Diam. 4' to 5.9' feet deep)	2	Each	\$5,500.00	\$11,000.00
77	Install New Standard Precast Concrete Sewer Manhole (4-ft Diam. 6' to 7.9' feet deep)	2	Each	\$6,200.00	\$12,400.00
78	Install New Standard Precast Concrete Sewer Manhole (4-ft Diam. 8' to 9.9' feet deep)	1	Each	\$7,300.00	\$7,300.00
79	Install New Standard Precast Concrete Sewer Manhole (4-ft Diam. 10' to 11.9' feet deep)	1	Each	\$9,000.00	\$9,000.00
80	Install New Standard Precast Concrete Sewer Manhole (4-ft Diam. 12' to 13.9' feet deep)	1	Each	\$12,000.00	\$12,000.00
81	Install New Standard Precast Concrete Sewer Manhole (4-ft Diam. 14' to 16' feet deep)	1	Each	\$13,000.00	\$13,000.00

Bid Item No.	Item	Quantity	Units	Unit Price	Total
82	Install New Drop Connection Precast Concrete Sewer Manhole (4-ft Diam. 4' to 5.9' feet deep)	1	Each	\$6,500.00	\$6,500.00
83	Install New Drop Connection Precast Concrete Sewer Manhole (4-ft Diam. 6' to 7.9' feet deep)	1	Each	\$7,400.00	\$7,400.00
84	Install New Drop Connection Precast Concrete Sewer Manhole (4-ft Diam. 8' to 9.9' feet deep)	1	Each	\$8,600.00	\$8,600.00
85	Install New Drop Connection Precast Concrete Sewer Manhole (4-ft Diam. 10' to 11.9' feet deep)	1	Each	\$9,800.00	\$9,800.00
86	Install New Drop Connection Precast Concrete Sewer Manhole (4-ft Diam. 12' to 13.9' feet deep)	1	Each	\$11,000.00	\$11,000.00
87	Install New Drop Connection Precast Concrete Sewer Manhole (4-ft Diam. 14' to 16' feet deep)	1	Each	\$13,000.00	\$13,000.00
88	Install 6" through 12" PVC Drop Pipe For Manholes (for all depths)	5	Each	\$2,000.00	\$10,000.00
89	Demolition/Removal & Disposal Existing Sewer Manhole	1	Each	\$1,000.00	\$1,000.00
90	Install Coating to Sewer Manhole (4-ft Diam. Existing Brick Manhole)	100	V.F.	\$253.05	\$25,305.00
91	Install Coating to Sewer Manhole (4-ft Diam. Existing Precast Concrete Manhole)	100	V.F.	\$235.20	\$23,520.00
92	Install Thermo-Plastic Cast-In Liner to Sewer Manhole (4-ft Diam. Existing Precast Concrete Manhole)	50	V.F.	\$735.00	\$36,750.00
93	Asphalt Driveway Replacement (Restoration)	550	SQ. YD.	\$45.00	\$24,750.00
94	Concrete Driveway Replacement (Restoration)	200	SQ. YD.	\$45.15	\$9,030.00
95	Asphalt Pavement Removal	750	SQ. YD.	\$2.00	\$1,500.00
96	Concrete Pavement Removal	250	SQ. YD.	\$10.00	\$2,500.00
97	Asphalt Pavement Overlay (1.5" thick, Asphalt Type S-III: 20 to 100 tons per work area)	100	Tons	\$210.00	\$21,000.00
98	Concrete Sidewalk Replacement	550	SQ. YD.	\$39.90	\$21,945.00
99	Asphalt Sidewalk Replacement	550	SQ. YD.	\$36.00	\$19,800.00
100	Concrete Curb and Gutter Replacement	500	L.F.	\$21.00	\$10,500.00
101	Density Test	75	Each	\$60.00	\$4,500.00
102	Proctor Test	25	Each	\$150.00	\$3,750.00

Bid Item No.	Item	Quantity	Units	Unit Price	Total
103	Sod Replacement (St. Augustine, Bahia or Bermuda)	5,000	SQ. YD.	\$3.60	\$18,000.00
104	Denucking with Imported Clean Fill	2,000	CU. YD.	\$17.00	\$34,000.00
105	Maintenance of Traffic (M.O.T.)	10,000	L.F.	\$2.50	\$25,000.00
106	Preconstruction Manhole Survey (Condition Assessment)	500	Each	\$183.75	\$91,875.00
107	Smoke Testing of Gravity Sewer Mains and Laterals	10,000	L.F.	\$1.30	\$13,000.00
108	4" Line Stop	4	Each	\$1,575.00	\$6,300.00
109	6" Line Stop	4	Each	\$2,100.00	\$8,400.00
110	8" Line Stop	4	Each	\$2,520.00	\$10,080.00
111	10" Line Stop	2	Each	\$3,255.00	\$6,510.00
112	12" Line Stop	2	Each	\$3,570.00	\$7,140.00
113	16" Line Stop	2	Each	\$6,510.00	\$13,020.00
114	Pre-Construction Video	10,000	L.F.	\$1.00	\$10,000.00
115	Expedited Mobilization for Emergency Work (within 24 hours of request)	3	Each	\$3,500.00	\$10,500.00
116	Contract Allowance for Miscellaneous Items	1	L.S.	\$25,000.00	\$25,000.00
	<b>TOTAL BASE BID (Bid Item Nos. 1-116)</b>				<b>\$2,632,238.75</b>

Two Million Six Hundred Thirty Two Thousand Two Hundred Thirty Eight Dollars and Seventy Five Cents

(The Total Base Bid Price is to be written in numerical figures above. In case of discrepancies, the unit price shown for each bid item shall govern and the corrected Total Base Bid Price shall be calculated as such.)

**Bid Item Notes:**

Bid Item No. 97 Includes prime cost, tack coat, base, subgrade and 1.5" of S-3 Asphalt as required per FDOT Specifications. Includes all earthwork items for roadway and existing sewer manhole removal/replacement. Also includes compaction of subgrade to specifications and all grading and/or shaping required for final restoration.

Bid Item No. 98 & 99 shall include pedestrian maintenance of traffic in accordance with the contract specifications.  
**IMPORTANT: Bidder shall circle one lining method on the Bid Items 47-59 & 62-64. Cured-in-Place (CIPP) or Fold-and-Form (FFP). If one of the two lining methods is NOT circled for these bid items, the BID WILL BE REJECTED.**

**General Note:**

Contract award shall be made upon the basis of the lowest responsive bidder.

Contractor's unit prices shall be held firm without adjustment and the County reserves the right to award any portion of the total bid dollar amount.

**AGREEMENT FOR MOBILE HOME PARK SANITARY SEWER  
REHABILITATION  
(Palm Beach County Piggy-Back)**

THIS AGREEMENT ("Agreement" hereafter) is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the CITY OF LAKE WORTH, 7 N. Dixie Highway, Lake Worth, FL 33460, a municipal corporation organized and existing under the laws of the State of Florida, ("CITY" hereafter), and LANZO LINING SERVICES, INC. - FLORIDA, 125 S.E. 5<sup>th</sup> Court, Deerfield Beach, FL 33441, a corporation authorized to do business in the State of Florida ("CONTRACTOR" hereafter).

**RECITALS**

WHEREAS, the CITY's water utility department needs to repair the sanitary sewer within in the Palm Beach Mobile Home Park in order to utilize the newly constructed Well #16 at 1900 2<sup>nd</sup> Avenue North; and,

WHEREAS, on or about April 15, 2014, Palm Beach County awarded a continuing contract for wastewater gravity lines and manhole rehabilitation (Project No. WUD 12-063) to the CONTRACTOR based on unit prices submitted by the CONTRACTOR in response to an invitation to bid issued by Palm Beach County ("Palm Beach County Contract" hereafter); and,

WHEREAS, the term of the Palm Beach County Contract is for one (1) year; and,

WHEREAS, the CITY has requested and the CONTRACTOR has agreed to extend the terms and conditions of the Palm Beach County Contract to the CITY for its repair needs at the mobile home park; and,

WHEREAS, the specific repair needs of the City are covered by the unit prices set forth in the Palm Beach County Contract for specific types of work; and,

WHEREAS, the CITY has reviewed the unit prices from the Palm Beach County Contract and determined that the unit prices are competitive and will result in the best value to the CITY.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. Palm Beach County Contract. The Palm Beach County Contract (along with the CONTRACTOR's responsive bid thereto) is hereby incorporated by reference into and expressly made a part of this Agreement as if set forth at length herein. The term of this Agreement shall be consistent with the term of the Palm Beach County Contract and shall expire no later than April 16, 2014 or an earlier date if all work is completed prior to April 16, 2014 or otherwise the

Agreement is terminated by the parties. The following requirements of the Palm Beach County Contract are waived:

- a. Permits (if applicable) will be as required by the CITY but permit fees will be waived or a direct pass through cost paid by the CITY; and,
- b. The SBE goals, forms and payment requirements are waived.

3. Purchase Orders. The CITY's ordering mechanism for all services provided and performed under this Agreement shall be a CITY issued Purchase Order; however, the contractual terms and conditions stated in the CITY issued Purchase Order shall not apply. CONTRACTOR shall not perform any services under this Agreement without a CITY issued Purchase Order specifically for this purpose and including the statement of work. CONTRACTOR shall not perform work which is outside the scope of work provided in the Purchase Order and the CONTRACTOR shall not exceed the expressed amounts stated in the Purchase Order to be paid for CONTRACTOR's services. For each issued Purchase Order, the CONTRACTOR shall provide the CITY with a certificate of compliance with the Trench Safety Act (if applicable). The term of each Purchase Order shall be stated therein. The pricing in each Purchase Order shall be consistent with the pricing set forth in the Palm Beach County Contract. Each issued Purchase Order shall be incorporated into this Agreement and made a part hereof.

4. Conflict of Terms and Conditions. Conflicts between documents that make up this Agreement shall be resolved in the following order of precedence:

- a. CITY issued Purchase Order(s);
- b. This Agreement;
- c. The Palm Beach County Contract; and,
- d. Exhibit "A" to this Agreement.

5. Compensation to CONTRACTOR. Payments by the CITY to the CONTRACTOR under this Agreement shall not exceed the amount of compensation stated in **Exhibit "A"**, which is the CONTRACTOR's proposal (dated July 30, 2014) to the CITY for the work required herein consistent with the unit prices in the Palm Beach County Contract. Exhibit "A" is attached hereto and incorporated herein. CONTRACTOR shall submit invoices to the CITY for review and approval by the CITY's representative, indicating that all services have been provided and rendered in conformity with this Agreement and then will be sent to the Finance Department for payment. CONTRACTOR will invoice the CITY in advance for each payment period. Invoices will normally be paid within thirty (30) days following the CITY representative's approval. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. In order for both parties herein to close their books and records, CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final/last billing to the CITY. This certifies that all services have been properly performed and all charges have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the CONTRACTOR. The CITY will not be liable for any invoice from the CONTRACTOR submitted thirty (30) days after the provision of all services.

6. Warranty/Guaranty. Unless a longer period is stated in the Palm Beach County Contract, CONTRACTOR warrants that its services provided under this Agreement will be free of defects in materials and workmanship for a period of one (1) year following delivery and completion of those goods and services.

7. Miscellaneous Provisions.

- A. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Palm Beach County. 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.
- B. Except for any obligation of the CONTRACTOR to indemnify the CITY, if any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, each party shall be liable and responsible for their own attorney's fees incurred in that enforcement action, dispute, breach, default or misrepresentation. FURTHER, 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.
- C. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
- D. All notices required in this Agreement shall be sent by certified mail, return receipt requested or by nationally recognized overnight courier, and sent to the addresses appearing on the first page of this Agreement.
- E. The CITY and the CONTRACTOR agree that this Agreement (and the other documents described herein) sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.
- F. **PUBLIC RECORDS:** Effective July 1, 2013, pursuant to section 119.0701, Florida Statutes, the CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

Keep and maintain all public records that ordinarily and necessarily would be required by the CITY to keep and maintain in order to perform the services under this Agreement.

Provide the public with access to said 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 Chapter 119, Florida Statutes, or as otherwise provided by law.

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

Meet all requirements for retaining said public records and transfer, at no cost, to the CITY all said 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 Chapter 119, Florida Statutes, 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.

- G. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.
- H. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**  
**SIGNATURE PAGE FOLLOWS**



**EXHIBIT "A"**  
**(CONTRACTOR'S PROPOSAL DATED JULY 30, 2014)**



**LANZO**  
Lining Services, Inc.

125 S.E. 5th Court  
Deerfield Beach, Florida 33441  
Office: (954) 973-9700  
Fax: (954) 974-3894  
www.lanzo.net

# Proposal

**Date: 7/30/14**  
**Project: City of Lake Worth**  
**Mobile Home Park**  
**Sanitary Sewer Rehabilitation**

**Submitted to: City of Lake Worth**  
**Attention: Monica Shaner, P.E.**  
**Piggyback of Palm Beach County Contract 669 CIPP**

**Phone: 561 586 1798**  
**Fax:**  
**Cell**

## Proposal Price:

We hereby propose to furnish materials, equipment and labor in accordance with the plans referenced above as follows:

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED	SUBTOTAL
28	Gravity Sewer Cleaning & TV Inspection	1,752.00	LF	1.50	2,628.00	2,628.00
32	Mechanical Root and/or Grease removal 12" smaller	1,752.00	LF	4.00	7,008.00	7,008.00
48	CIPP Liner for 8" Sewer Main	1,752.00	LF	26.00	45,552.00	45,552.00
115	Expedited Mobilization	3.00	EA	3,500.00	10,500.00	10,500.00
116	Contract Allowance for Misc items "as directed" by the Engineer	1.00	LS	25,000.00	25,000.00	25,000.00
	Third Party Testing of Liner Pipe Samples to validate Fully Deteriorated Design basis State of Florida P.E. sealed calculations	1.00	EA	included	included	
		1.00	EA	included	included	
<b>PROPSAL PRICE</b>						<b>90,688.00</b>

### Qualifications unless otherwise noted:

- 100% Performance & Payment bond will be furnished
- Final Payment will be made based on the actual units installed in accordance with the unit prices contained herein.
- All invoices submitted by the 25th are due and payable within 30 days. Ten percent (10%) retainage will be withheld until Substantial Completion.
- This proposal is submitted, based on the incomplete plans provided, subject to change upon review of final plans.
- This proposal may be withdrawn if not accepted within 45 days.

**Respectfully submitted,**  
**Fred Tingberg Jr.**  
**By: Fred Tingberg for Lanzo Lining Inc., Florida**

### Acceptance of Proposal

The above prices, specification and conditons are satisfactory and are hereby accepted.  
You are authorized to do the work as specified.



Department of Environmental  
Resources Management  
2300 North Jog Road, 4<sup>th</sup> Floor  
West Palm Beach, FL 33411-2743  
(561) 233-2400  
FAX: (561) 233-2414  
www.pbcgov.org/erm

Palm Beach County  
Board of County  
Commissioners

Steven L. Abrams, Mayor  
Priscilla A. Taylor, Vice Mayor  
Hal R. Valeche  
Paulette Burdick  
Shelley Vana  
Mary Lou Berger  
Jess R. Santamaria

County Administrator  
Robert Weisman

"An Equal Opportunity  
Affirmative Action Employer"

November 19, 2013

Ms. Monica Morandi, P.E., Water/Sewer Engineer  
City of Lake Worth  
1900 2<sup>nd</sup> Ave. North  
Lake Worth, FL 33461

Dear Ms. Morandi:

SUBJECT: LAKE WORTH PROPOSED WELLS NOS. 16, 17 AND 18

The Palm Beach County Department of Environmental Resources Management (ERM) is in receipt of the letter from your consultant Mock-Roos dated October 18, 2013 regarding proposed wells numbers 16, 17 and 18. A meeting to discuss the requirements regarding wellfield protection of these new wells was also held at our office on September 4, 2013.

As discussed during the September meeting, ERM anticipates Lake Worth proposing a phasing plan for the testing and/or upgrading of the sanitary sewer lines in the new Zone 2 areas.

Should you have any questions regarding this matter, please contact John Reiser at (561) 233-2485.

Sincerely,

*Bonnie Finneran*  
Bonnie Finneran  
Environmental Director  
Resources Protection

BF:JR  
Enclosure

**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**  
State Surgeon General & Secretary

**Vision:** To be the Healthiest State in the Nation

August 5, 2013

Monica Morandi, P.E., Utilities Engineer  
City of Lake Worth Utilities Department  
1900 2<sup>nd</sup> Avenue North  
Lake Worth, FL 33461

Project: Lake Worth Potable Well #16

Dear Ms. Morandi:

This is to acknowledge receipt of your application, file number **138272-168-WC** for a permit to construct a community wellhead.

This letter constitutes notice that a permit will be required for your project pursuant to Chapter 403, Florida Statutes.

Your application for permit is complete as of \_\_\_\_\_ and processing has begun. You are advised that the department under Chapter 120, Florida Statutes, must take final action on your application within ninety (90) days unless the time is tolled by an administrative hearing.

Your application for permit received July 24, 2013 is incomplete. Please provide the information listed on the attached sheet promptly. Evaluation of your proposed project will be delayed until all requested information has been received. See attached items.

If you have any questions, please contact Jay Hardman at (561) 837-5958. When referring to this project, please use the file number indicated.

Sincerely,

Darrel Graziani, P.E., R.S.  
Environmental Administrator – Water Programs  
Environmental Public Health

DG/WH

cc: John Leemon, P.E.

We have reviewed the plans and application for the above project for a DEP permit to construct a surficial production well and associated raw water main piping for a community water treatment facility under the requirements of Florida Administrative Code (F.A.C.) 62-555. Please provide additional information or details for the following:

1. Provide signatures for application sheets 2 and 3 for Applicant and PWS owner.
2. Show all existing sewers within Palm Beach County Wellfield Protection Zones 1 and 2 and provide a schedule for the upgrades or pressure testing of the gravity sewer.
3. Provide a dimension for the proposed well to the existing drainage ditch.
4. The electrical sheets were not provided; verify pumping will not be interrupted due to power outage.
5. Label the 100 Year elevation on sheet C5-1.
6. Submit sample test results for alkalinity, dissolved oxygen, pH, total sulfide, and turbidity.



## CITY OF LAKE WORTH

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

**AGENDA DATE:** August 19, 2014 Regular Meeting

**DEPARTMENT:** Water/Sewer Utilities

---

### **EXECUTIVE BRIEF**

#### **TITLE:**

Interlocal Agreement with the County for Open Cuts Under County Thoroughfare Roads

#### **SUMMARY:**

The Agreement allows the City to follow County adopted policies and procedures regarding repair and restoration of open cuts in County roads at the City's expense.

#### **BACKGROUND AND JUSTIFICATION:**

The City performs construction and/or maintenance of various projects which may require the crossing of County roads. Open cutting of these roads requires County approval and repairs in accordance with their adopted policies and procedures. This Interlocal Agreement recognizes the continuing relationship between the County and the City. It streamlines the procedures required to obtain approval of these open cuts, and does not require the City to obtain a surety bond for each open cut requested, unless the construction in county right of way exceeds \$200,000 and is performed by a contractor.

#### **MOTION:**

I move to approve/disapprove the Interlocal Agreement between Palm Beach County and the City of Lake Worth regarding Open Cuts Under County Thoroughfare Roads.

Attachments

Fiscal Impact – not applicable

Interlocal Agreement

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY  
AND THE CITY OF LAKE WORTH REGARDING OPEN CUTS  
UNDER COUNTY THOROUGHFARE ROADS**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the **BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter "**COUNTY**"), and the **CITY OF LAKE WORTH**, a municipality existing under the laws of the State of Florida, (hereinafter "**CITY**").

**WHEREAS**, the COUNTY has adopted certain policies and procedures regarding open cuts across its thoroughfare and non-thoroughfare roads; and

**WHEREAS**, the CITY has agreed to follow the policies and procedures set forth by the COUNTY regarding open cuts on COUNTY roads; however, the CITY shall not be required to obtain a surety bond for the open cut, but, instead will be bound by the terms and conditions of this Interlocal Agreement (Agreement); and

**WHEREAS**, the CITY agrees to be responsible for repairing the open cut, in accordance with COUNTY policies and procedures, and all costs associated with such repair.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, and representations contained herein, the parties agree as follows:

Section 1. The above recitations are true and correct and are incorporated herein.

Section 2. **COUNTY Policy:** The COUNTY has adopted policies and procedures, PPM EL-O-3605 and PPM EL-O-3606, regarding open cuts on COUNTY thoroughfare and non-thoroughfare roads and all open cuts shall be in compliance with these policies and procedures, as amended from time to time. The policies set forth the requirements of permitting, construction, and maintenance of the open cut as well as the requirement to obtain a surety bond to insure the proper repair of the open cut. The current policies and procedures are attached as **Exhibit A**.

Section 3. **Work performed by the CITY:** The CITY (any reference to CITY shall include work performed not only by the CITY but by its contractors or sub-contractors) shall be required to follow all of the requirements of the policies of the COUNTY regarding open cuts. However, except as provided in d) below, the CITY shall not be required to obtain a surety bond for such work and instead shall be bound by the following terms and conditions:

- a) The CITY shall be responsible for repairing the open cut for a six (6) month period after the final restoration of the open cut.
- b) During and on the last day of the 6 month period, the COUNTY may request certain repairs or further restoration be made to the open cut consistent with the COUNTY's policies, in which case, the CITY shall make such repairs or restoration within thirty (30) days of receiving written notice from the COUNTY.
- c) In the event the CITY fails to make such repairs within the time frame allowed or such repairs are inadequate after the thirty (30) day notice and opportunity to cure required by Section 8, or emergency repairs are required, the COUNTY may make such repairs as it deems necessary and invoice the CITY for the cost of such work. Upon receiving such invoice the CITY shall, within forty-five (45) days, make payment to the COUNTY.
- d) Work involving open cuts on COUNTY thoroughfare and non-thoroughfare roads, performed for the CITY by Contractors, having a value of more than \$200,000, shall be bonded under a Payment and Performance Bond and name the County as an obligee in accordance with Florida Statute Section 255.05.
- e) The CITY shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverage and limits (including endorsements), as described as follows: CITY agrees to maintain, or self-insure, Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute Chapter 440. CITY agrees to provide a statement, or Certificate of Insurance, evidencing insurance or self-insurance for the above required

coverages. CITY agrees to maintain its self-insurance or insurance and such insurance shall be primary with respect to any coverage afforded to or maintained by COUNTY in the event the CITY is responsible for such coverage under this Agreement. CITY agrees compliance with the foregoing insurance requirements is not intended to nor construed to relieve CITY of its liability and obligations under this Agreement. CITY shall agree to provide the COUNTY with at least ten days (10) prior notice of any cancellation, non-renewal or material change to the insurance coverage.

f) In the event the CITY engages a contractor to perform work associated with this Agreement, the CITY will require each contractor engaged by the CITY to maintain:

1) Commercial General Liability or Business Auto Liability, at limits not less than \$500,000 each occurrence. CITY agrees to have contractor endorse Palm Beach County Board of County Commissioners as an “Additional Insured” to the Commercial General Liability, but only with respect to the contractor’s negligence other than County’s negligence arising out of this Agreement. This paragraph does not apply to liability policies which afford only indemnity based claims-bill coverage.

2) Worker’s Compensation & Employer’s Liability insurance in accordance with Florida Statute Chapter 440.

Section 4. **Area Subject to Agreement:** The terms of this Agreement shall apply to all open cuts performed by the CITY on COUNTY thoroughfare and non-thoroughfare roads located in the CITY’s utility service area.

Section 5. **Term:** This Agreement shall be dissolved upon mutual consent of both parties after a 60 day notification by either party, and as long as there are no outstanding permits for which sureties were waived under this agreement, in which case the agreement will remain in effect until the open permit(s) are satisfactorily closed out.

Section 6. **Indemnification:** In the event a claim or lawsuit is brought against the COUNTY, its officers, employees, servants or agents which is caused by or arises out of or is directly or indirectly related to the CITY's negligent acts or omissions in performing work under this Agreement, the CITY, to the extent set forth in Florida Statute 768.28 (\$200,000 per person/\$300,000 per claim) agrees to save, defend, reimburse, indemnify and hold harmless the COUNTY, its officers, employees, servants and agents from any and all claims, demands, damages, liabilities, causes or actions, legal or administrative proceedings, judgments, interest, attorney's fees, costs and expenses of whatsoever kind or nature. The CITY's aforesaid obligations or portions or applications thereof shall apply to the extent set forth in section 768.28, Florida Statute, but in no event shall they apply to liability caused by the negligent acts or omissions of the COUNTY, or its agents, servants, employees or officers. This indemnification provision is also mutual from COUNTY to CITY. The foregoing shall not be construed as consent by the CITY or COUNTY to be sued or for the benefit of any third parties.

Section 7. **Notice of Complaints or Suits:** Each party will promptly notify the other of any citizen complaint, claim, suit, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement.

Section 8. **Breach and Opportunity to Cure:** The parties expressly covenant and agree that in the event either party is in default of its obligations under this Agreement, the party not in default shall provide to the defaulting party thirty (30) days written notice before exercising any of its rights.

Section 9. **Enforcement Costs and Waiver of Jury Trial:** Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties; provided, however, that this clause pertains only to the parties to this Agreement. Further, the parties agree to waive their rights to a trial by jury in the event a dispute arises out of or is related to this Agreement.

Section 10. **Notice:** All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each party when sent by United States Mail, postage prepaid, to the following: As to the COUNTY:

Palm Beach County Engineering Department  
Land Development Division  
Joanne M. Keller, P.E., Director  
2300 North Jog Road  
West Palm Beach, Florida 33411-2745

As to the CITY :

CITY OF LAKE WORTH  
Attention: Utilities Department  
7 N Dixie Highway  
Lake Worth, FL 33460

With a copy to:

CITY OF LAKE WORTH  
Attention: Risk Manager  
7 N Dixie Highway  
Lake Worth, FL 33460

**Section 11. Modification and Amendment:** Except as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

**Section 12. Remedies:** This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such 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. 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.

**Section 13. Joint Preparation:** The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.

Section 14. **Execution:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 15. **Filing:** A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

Section 16. **Effective Date:** This Agreement shall take effect upon execution.

Section 17. **Compliance with Codes and Laws:** Each party agrees to abide by all laws, orders, rules, policies and regulations.

Section 18. **Access and Audits:** The CITY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing work associated with this Agreement for at least three (3) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CITY.

The COUNTY has established the Office of the Inspector General in COUNTY Code Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed COUNTY contracts, transactions, accounts and records to require the production of records and to audit, investigate, monitor and inspect the activities of the CITY, its officers, agents, employees and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of COUNTY Code Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

Section 19. **FULL FORCE AND EFFECT:** In the event that any section, paragraph, sentence, clause or provision hereof is held in valid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

Section 20. **DISCRIMINATION.** The COUNTY and CITY agree that no person shall, on the grounds of race, color, gender, national origin, ancestry, marital status, sexual orientation, disability, religion or creed, or age be discriminated against in performance of this Agreement.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK  
SIGNATURE PAGE FOLLOWS





## CITY OF LAKE WORTH

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

**AGENDA DATE:** August 19, 2014 Regular Meeting

**DEPARTMENT:** Water/Sewer Utilities

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### **EXECUTIVE BRIEF**

#### **TITLE:**

Contract with Johnson-Davis, Inc. and Materials Testing Allowance with Testing Lab of the Palm Beaches for the Rehabilitation of the Regional Wastewater Forcemain Air Release Valves

#### **SUMMARY:**

The Contract authorizes Johnson-Davis, Inc. to construct the Rehabilitation of the Regional Wastewater Forcemain Air Release Valves project and the Materials Testing Allowance authorizes Testing Lab of the Palm Beaches to provide testing.

#### **BACKGROUND AND JUSTIFICATION:**

In August of 2008, Mock Roos & Associates and Jordan, Jones & Goulding completed a report on the conditions of the Regional Forcemain, including the 4.45 miles of 36 inch pre-stressed concrete pipe that is owned and maintained by the City. This forcemain conveys wastewater from the Lake Worth Master Pump Station to the Palm Beach County portion of the forcemain that is located on Florida Mango Road. The 2008 report indicated that although the forcemain pipe itself was in good structural condition, of the 21 Air Release Valves located on the Lake Worth section of the forcemain, 17 were submerged, corroded, or could not be located. The report recommended replacement of the non-functioning and severely corroded air release valves, since they are vital to the protection of the forcemain.

The City's Utilities Department solicited bids from contractors for the construction of the Regional Wastewater Forcemain Air Release Valves, under Bid IFB-UT-WT-13-14-105. The lowest responsible, responsive bid for the sum of \$573,000 was from Johnson-Davis, Inc. Mock Roos & Associates are recommending award of the Bid to Johnson-Davis, Inc. There will also be a materials testing allowance of \$3,000 with Testing Lab of the Palm Beaches.

#### **MOTION:**

I move to approve/disapprove the Contract with Johnson-Davis, Inc. at a cost not to exceed \$573,000; and materials testing allowance with Testing Lab of the Palm Beaches at a cost not to exceed \$3,000.

#### Attachments

- 1) Fiscal Analysis
- 2) Recommendation for Award Letter
- 3) Johnson-Davis, Inc Contract
- 4) Bid Tabulation

## FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	576,000	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	576,000	0	\$0	\$0	\$0

No. of Additional Full-Time Employees	0	0	0	0	0
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### B. Recommended Source of Funds/Summary of Fiscal Impact

The funds have been identified in the FY2014 Regional Sewer Capital budget from account 406-7490-535.62-20.

Utilities/Water Production							
Account Number	Account Description	Project #	FY 2014 Proposed Budget	Amended Budget	Current Balance	Agenda Item Expenditures	Remaining Balance
406-7490-535.62-20	Regional Sewer CIP	RS-1401	\$710,000	N/A	\$664,300	-\$576,000	\$88,300

### C. Fiscal Review:

Larry Johnson – Director  
 Monica Shaner –Engineer



July 31, 2014

Ms. Monica Shaner, P.E.  
Lake Worth Utilities  
301 College Street  
Lake Worth, FL 33460

Ref. No.: B0048.01  
Subject: Lake Worth – Regional Wastewater Forcemain ARV Replacement Project

Dear Monica:

On July 2, 2014 bid were received for the construction work on this project. The bids ranged from \$318,568.52 to \$961,700.00. Enclosed is a bid tabulation summary for your use in reviewing and comparing the bids. The low bid was received from R. P. Utility and Excavating Corp. in the amount of \$318,568.52. The second low bid was received from Johnson-Davis, Inc. in the amount of \$573,000.00. A standard City questionnaire was submitted to and subsequently returned by both bidders to assist in evaluation the contractor's qualifications.

The bids were evaluated in accordance with the criteria as set forth in the Instructions to Bidders section of the Project Manual and more specifically Section 16 – Award of Contract. This section requires that the contract be awarded to the lowest bidder whose evaluation by the Owner indicates that the award will be in the best interests of the project. This evaluation not only includes the bidder's bid price, but also the bidder's experience on similar projects. This project involves the 36-inch regional wastewater forcemain that is the only pipeline for transporting the Regional sewer flows to the County forcemain system. Given the critical importance of this forcemain, the project must be approached with an ample degree of caution to ensure that the wastewater flows are managed properly and that the forcemain is returned to service promptly after temporary shutdowns. Based on these criteria, past experience in managing large wastewater flows and working on an active large forcemain is of paramount importance.

In the evaluation of the bid and additional information submitted by RP Utility and Excavating Corp., the bidder indicated that he had no experience with project work involving a large active forcemain. In addition, he indicated that he had no experience in managing and disposing of large volumes of wastewater as required by this project. In comparison of the line item bid prices, we concluded that his bid was unbalanced in that the prices bid for some items are out of all proportion to those bids of others. Based on the information submitted, we concluded that RP Utility and Excavating Corp. does not have the required experience deemed necessary to undertake a project such as this. Therefore, his bid was not considered further.

I:\lwu\_lwu\_arvp\b0048.01\bid recommendation-rljh.docx

**Mock, Roos & Associates, Inc.**

5720 Corporate Way, West Palm Beach, Florida 33407-2066, (561) 683-3113, fax 478-7248

Ms. Monica Shaner, P.E.  
July 31, 2014  
Page 2

We then evaluated the bid and additional information submitted by Johnson-Davis, Inc. Johnson-Davis, Inc. has completed past projects for the City of Lake Worth and many projects where Mock•Roos has been the Engineer of Record. These projects were completed in a satisfactory manner and the Contractor was a reasonable organization to work with. A review of the Contractor's submitted information indicates that they have undertaken and successfully completed a number of large forcemain projects that included managing existing wastewater flows during the project work. As such, they demonstrated considerable experience similar to the project work required for this project. We have discussed the bid with the Contractor and the Contractor has indicated that his bid is complete and that he can complete the project for the bid amount. Their bid was below the Engineer's Opinion of Probable Construction Cost for this project and within the City's allocated budget. Based on the above discussions, we recommend award of this Contract to Johnson-Davis, Inc.

Our Recommendation of Award is based on a review of the project and the contractor from an engineering perspective and based on past project performance. We recommend that you seek advice of legal counsel relative to other issues regarding the legalities of award of this contract.

We recommend that you establish the following budgets for anticipated expenses under this Contract. Our recommendation includes the material testing allowance which will be needed for compaction tests and concrete cylinder tests.

Construction Contract	\$573,000
Materials Testing Allowance	<u>\$3,000</u>
Total	\$576,000

In addition to the bid tabulation, enclosed is a copy of Johnson-Davis, Inc. bid submittal. If you have any questions or comments regarding the recommendations or the project, please contact me at 683-3113, extension 258.

I would be happy to meet with you to discuss the bids and the project further.

Sincerely,

MOCK, ROOS & ASSOCIATES, INC.



John R. Leemon, P.E.  
Senior Project Manager

JRL:jeh  
Enclosure

Copies: Hirut Darge  
Christy Goddeau  
Judy Love

**PROJECT MANUAL**

**Regional Wastewater Forcemain  
Air Release Valve Replacement  
for City of Lake Worth, Florida**

**Lake Worth Solicitation No. IFB-UT-13-14-105**

August 2011  
Updated May 2014

*Prepared by:*

Mock, Roos & Associates, Inc.  
Engineers-Surveyors-Planners  
5720 Corporate Way  
West Palm Beach, Florida

Engineer's Project  
No. B0048.00

PROJECT: Regional Wastewater Forcemain Air Release  
Valve Replacement for City of Lake Worth

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PROJECT: Regional Wastewater Forcemain Air Release  
Valve Replacement for City of Lake Worth  
Solicitation No. IFB-UT-13-14-105

Date: June 1, 2014

**00020**  
**INVITATION TO BID**

Sealed bids, in duplicate, will be received by City of Lake Worth Procurement Office, City Hall, 2<sup>nd</sup> Floor, 7 North Dixie Highway, Lake Worth, Florida 33460 for the subject Project until 2:00 p.m.local time, July 2, 2014, 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:

Drawings:	\$28.30	plus \$1.70 sales tax	=	\$30.00
Project Manual:	\$23.58	plus \$1.42 sales tax	=	\$25.00
Complete Set (Drawings and Project Manual):				\$55.00

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 – June 1, 2014

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 120th 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). All Addenda are a part of the Bid documents and each Bidder will be bound by such Addenda, whether or not received by the Bidder. It is the responsibility of each Bidder to verify that he or she has received all Addenda issued before Bids are opened.

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. If applicable, the bid will be opened in accordance with sec. 255.0518, Florida Statutes.

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 and subject to the Owners Local Preference Policy. No bidder shall be accepted from, nor will any Contract be awarded to any Bidder who is in arrears to the Owner upon any debt or Contract or who is a defaulter as surety or otherwise upon any obligation to the Owner or who has failed to perform faithfully any previous Contract with the Owner or other party as determined by the Owner.

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. In the event the successful Bidder fails to execute the Contract and return same to the Owner within the stipulated fifteen (15) days, the Owner may disqualify the Bid, and said Bidder shall not be permitted to contest to the contrary and does waive such right upon submitting a Bid.

## **19. DISQUALIFICATION OF BIDDER**

19.1 Bidder may be disqualified and its Bid rejected for any of the following:

- a) Bidder does not meet the Competency of Bidder and Reference requirements set forth herein.
- b) Reason to believe that collusion exists among or between Bidders
- c) Unbalanced Bid; that is, Bid in which the prices bid for some items are out of all proportion to those Bids of others.
- d) Bidder's uncompleted workload, which in the judgment of the Owner, may cause detrimental impact or impair the prompt completion of this Contract.
- e) Lack of responsibility on the part of Bidder, (for example, no Bidder would be considered responsible who had failed to carry out any Contract in which the Owner had been directly or indirectly concerned), or to which Bidder failed to perform on other projects.
- f) A determination by Owner of the Contractor's lack of experience or lack of competency as may be revealed by qualification statements, financial statements, experience records, references, or other questionnaires.
- g) Substantial evidence of bad character or dishonesty.
- h) Bidder is involved in any current litigation with Owner.
- i) Bidder has defaulted on any contract or is in arrears on any contract.

## **20. LICENSES, PERMITS, AND CERTIFICATION**

20.1 When applicable, vendor must hold a Certificate of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing.

20.2 An Occupational License obtained from the Owner shall be required of any person maintaining a permanent business location or branch office within the City of Lake Worth.

20.3 A copy of any licenses and permits shall be submitted with the Bid and must be in the name of the vendor shown on the Bid submittal.

## **21. PREPARATION EXPENSE**

21.1 Neither the Owner nor its representatives will be liable for any expenses incurred in connection with the preparation, presentation or submittal of any Bid.

## **22. NON-COLLUSION**

22.1 Bidder certifies that this Bid is made without prior understanding, agreement, or connection with any individual, firm, partnership, corporation or other entity submitting a Bid for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates, or gratuities are permitted with, prior to, or after any delivery of material or

provisions of services. Any violation of this provision may result in Contract cancellation, return of materials or discontinuation of services, and the possible removal of Bidder from the vendor Bid list(s).

## **23. CODE OF ETHICS**

23.1 If any Bidder violates or is a party to a violation of the Code of Ethics of the Owner, Palm Beach County, and/or of the State of Florida with respect to this Bid, such Bidder may be disqualified from performing the work described in this Bid or from furnishing the goods or services for which this Bid is submitted and may be further disqualified from bidding on any future Bids for work or for goods or services for the Owner.

## **24. CONFLICT OF INTEREST**

24.1 The award is subject to any and all applicable conflict of interest provisions found in the policies or Code of Ordinances of the City, the Palm Beach County Code of Ethics, and found in the Florida Statutes. All Bidders must complete the Conflict of Interest Form attached hereto.

## **25. DRUG FREE WORKPLACE PROGRAMS**

25.1 Preference may be given to businesses with Drug-Free Work Place Programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the Owner for the procurement of commodities or contractual services, a Bid received from a business that completes the attached DFW form certifying that it is a DFW may be given preference in the award process.

## **26. LEGAL REQUIREMENTS**

26.1 Federal, State, County and Owner laws, ordinances, rules, codes, guidelines, directives and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility.

## **27. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT**

27.1 The Bidder certifies that all equipment and materials contained in this Bid shall meet all O.S.H.A. requirements. Bidder further certifies that, if it is the successful Bidder and the equipment and/or materials delivered are subsequently found to be deficient in any O.S.H.A. requirements in effect on the date of delivery, all costs necessary to bring the equipment and/or materials into compliance with the aforementioned requirements shall be borne by the Bidder.

## **28. NON-APPROPRIATIONS**

28.1 The obligations of the Owner to make a Bid award and sign an agreement under the terms of this "Invitation to Bid" are contingent upon funds lawfully appropriated for this purpose. Should funds not be appropriated for this purpose, the Owner, at its sole discretion, shall have the right to reject all Bids.

## **29. FLORIDA PUBLIC RECORDS ACT AND CONTRACT CONTENT OWNERSHIP**

29.1 All material submitted regarding this Bid becomes the property of the Owner. Pursuant to sec. 119.07(1), Fla. Stat., sealed Bids received by the Owner pursuant to a competitive solicitation are subject to disclosure when the Owner provides notice of an intended decision or until thirty (30) after opening of the Bids, whichever is earlier. If the Owner rejects all bids submitted in response to a competitive solicitation and the Owner concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids remain exempt from sec. 119.07(1), Fla. Stat., until such time as the Owner provides notice of an intended decision concerning the reissued competitive solicitation or until the Owner withdraws the reissued competitive solicitation. A Bid is not exempt from disclosure for longer than 12 months after the initial notice rejecting all Bids made by the Owner. Bidder should take special note of this as it relates to any proprietary information that might

be included in their offer. Any resulting contract may be reviewed by any person after the contract has been executed by the Owner. The Owner has the right to use any or all information/material submitted in response to this bid and/or any resulting contract from the same. Disqualification of a Bidder does not eliminate this right.

29.2 Contractor shall comply with Florida's Public Records Laws, and, if applicable, 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.

END OF SECTION

**BID FORM MUST BE SUBMITTED IN DUPLICATE**

BIDDER: Johnson - Davis Inc.

PROJECT: Regional Wastewater Forcemain Air Release Valve  
Replacement for City of Lake Worth, Florida

DATE: 7-2-14  
(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
<u>6-30-14</u>	<u>1</u>
  - (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 thru 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 150 days and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within 180 days.

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 a bid bond in the amount of 5% of the bid amount
- (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)

JOHNSON-DAVIS, INC.  
604 Hillbrath Drive  
Lantana, FL 33462  
Phone (561) 533-1170  
Fax (561) 533-5252

(f) Sworn Statements Under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes on Page(s) 00300-9 and 00300-10.

(g) Certification of Drug Free Workplace Program on Page 00300-11.

9. Communications concerning this Bid shall be telephoned or addressed to: *Scott J. Johnson*

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. CUC 043087

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.

JOHNSON-DAVIS, INC.  
604 Hillbrath Drive  
Lantana, FL 33462  
Phone (561) 585-1170  
Fax (561) 585-5252

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 Johnson-Davis Inc. (SEAL)  
(Corporation Name)

Florida  
(State of Incorporation)

By Scott Johnson  
(Name of Person Authorized to Sign)

President  
(Title)

By: [Signature]  
Scott W. Johnson, (Signature) President  
(Corporate Seal)

Attest Christopher Johnson, Secretary/Treasurer  
(Secretary)

By: [Signature]  
(Signature)

Business address: 604 Hillbraeth Drive  
Lantana, FL 33462

Phone No. : (561) 588-1170

A Joint Venture

(Each joint venturer must type in as appropriate and sign below. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

Unit Price Schedule  
Regional Wastewater Forcemain  
Air Release Valve Replacment  
for City of Lake Worth

Item	Description	Est. Quantity	Unit	Unit Price	Total Amount
<b>Schedule A - General Requirements</b>					
A-1.	Bonds and Insurance	1	LS		\$ 10,000
A-2.	Mobilization/Demobilization/General Conditions	1	LS		\$ 20,000
A-3.	Maintenance of Traffic (12 sites)	1	LS		\$ 10,000
A-4.	Video Taping of Existing Conditions	1	LS		\$ 2,600
A-5.	Prepare & Furnish Record Drawings	1	LS		\$ 15,000
A-6.	General Allowance	1	LS		\$ 50,000
<b>Total Schedule A</b>					\$ 109,600
<b>Schedule B - ARV Replacement</b>					
B-1.	ARV No. 1	1	LS		\$ 22,000
B-2.	ARV No. 2	1	LS		\$ 22,000
B-3.	ARV No. 3	1	LS		\$ 22,000
B-4.	ARV No. 4	1	LS		\$ 22,000
B-5.	ARV No. 5	1	LS		\$ 15,000
B-6.	ARV No. 6	1	LS		\$ 22,000
B-7.	ARV No. 9	1	LS		\$ 18,000
B-8.	ARV No. 10	1	LS		\$ 43,000
B-9.	ARV No. 11	1	LS		\$ 30,000
B-10.	ARV No. 12	1	LS		\$ 20,000
B-11.	ARV No. 13	1	LS		\$ 30,000
B-12.	ARV No. 14	1	LS		\$ 30,000
B-13.	ARV No. 15	1	LS		\$ 20,000
B-14.	ARV No. 16	1	LS		\$ 20,000
B-15.	ARV No. 17	1	LS		\$ 22,000
B-16.	ARV No. 18	1	LS		\$ 22,000
B-17.	ARV No. 20	1	LS		\$ 20,000
B-18.	ARV No. 21	1	LS		\$ 20,000
<b>Total Schedule B</b>					\$ 420,000
<b>Schedule C - Alternate Bid Items</b>					
C-1.	Wet Tap connection to existing PCCP FM	6	EA	\$ 6,500	\$ 39,000
C-2.	Furnish Utility Crew and Equipment for Additional Work as Ordered	16	HR	\$ 400	\$ 6,400
<b>Total Schedule C</b>					\$ 45,400
<b>Total Schedules A, B, and C</b>					\$ 573,000

JOHNSON DAVIS, INC.  
604 Millwright Drive  
Lantana, FL 33462  
Phone (561) 563-1170  
Fax (561) 563-1159

BID FORM  
00300-5

**TRENCH SAFETY AFFIDAVIT**

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

Johnson-Dauw 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
<u>B1-B18</u>		\$
<u>C1-C2</u>	<u>Sloping or shield</u>	<u>\$ 10,000</u>
		\$
		\$
		\$
		\$
	Total	<u>\$ 10,000</u>

By: [Signature] 7-2-14  
Scott D. Johnson, President (date)

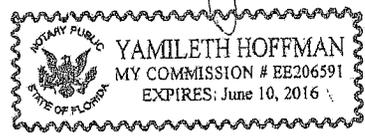
STATE OF Florida  
 COUNTY OF Palm Beach

Subscribed and Sworn to (or affirmed) before me on July 2, 2014 (date) by

Scott Johnson (name). He/she is personally known to me or has presented \_\_\_\_\_ (type of identification) as identification.

[Signature]  
 Notary Public Signature and Seal

Yamileth Hoffman  
 Print Notary Name and Commission No.



SCHEDULE OF SUBCONTRACTORS

List Proposed Subcontractors

Category of Work

Rangeline Tapping Services Inc

PCCP TAPS

JW CHEATAM LLC

MILL & PAVE

JOHNSON-DAVIS, INC  
604 Hillbrath Blvd  
Lantana, FL 33462  
Phone (561) 581-1170  
Fax (561) 581-8082

SCHEDULE OF EQUIPMENT AND MATERIALS

Description	Manufacturer	Model
<u>Undecided at this time</u>		

JOHNSON-DAVIS, INC.  
604 Hillbrath Drive  
Lantana, FL 33462  
Phone (561) 586-1170  
Fax (561) 586-5252

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 Scott Johnson - President  
[print individual's name and title]  
for Johnson-Davis Inc.  
[print name of entity submitting sworn statement]

whose business address is 604 Hillbrath Drive  
Lantana, FL 33462

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-1753888.

(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.]

X 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.

By: Scott J. Johnson [signature]  
7-2-14  
[date]

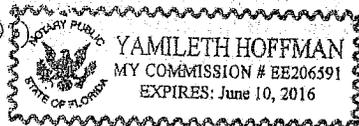
STATE OF Florida  
COUNTY OF Palm Beach

Subscribed and Sworn to (or affirmed) before me on July 2, 2014 by Scott Johnson [date]  
[name] He/she is personally known to me or has presented \_\_\_\_\_ as identification.  
[type of identification]

[Signature]  
[Notary's Signature and Seal]

Yamileth Hoffman  
Print Notary Name and Commission No.

Form PUR 7068 (Rev. 04/10/99)  
M/R 03/06/92



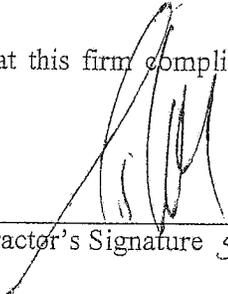
JOHNSON-DAVIS, INC.  
604 Hillbraith Drive  
Lantana, FL 33462  
Phone (561) 588-1170  
Fax (561) 588-5832

## CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM

I certify the firm of Johnson-Davis 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.

By:   
Contractor's Signature Scott J. Johnson President

**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 \_\_\_\_\_ Johnson-Davis, 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:

Replacement of approximately 18 automatic air release valves that are installed in an offset manhole arrangement from a 36-inch prestressed concrete pressure pipe wastewater forcemain located within the City of Lake Worth and Palm Beach County.

**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 150 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 180 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 Five Hundred Seventy-Three Thousand and 00/100  
(use words)

Dollars (\$ 573,000.00 )  
(figures)

which is based on the unit price(s) in the Bid Form Unit Price Schedule for Unit Bid Items numbered A-1 to C-2.

**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 10<sup>th</sup> 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 38 pages.
- 8.9. Drawings not attached hereto but are listed in Section 00860 List of Drawings.
- 8.10. Addenda numbers 1 to 1, 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 extent 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

AGREEMENT

00500-5

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**



PROJECT: Regional Wastewater Forcemain Air Release Valve  
Replacement for City of Lake Worth, Florida

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.



\_\_\_\_\_  
Attorney for Owner

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

00610  
**Construction Performance Bond**

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

---

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

**CONSTRUCTION CONTRACT**

Date:

Amount:

Description (Name and Location):

**BOND**

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond Form:

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

**SURETY**

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

**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

CONSTRUCTION PERFORMANCE BOND

00610-2

# Construction Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

### CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

### BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond Form:

### CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

### SURETY

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

### CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

### SURETY

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

ICDC No. 1910-28B (1984 Edition)

Prepared through the joint efforts of the Surety Association of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, American Institute of Architects, American Subcontractors Association, and the Associated Specialty Contractors.

CONSTRUCTION PAYMENT BOND

00620-1

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. <sup>(see Note 1)</sup>
- 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

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 from the Contractor 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

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 of 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.

PROJECT: Regional Wastewater Forcemain Air Release Valve Replacement for City of Lake Worth, Florida

**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.

APPLICATION FOR PAYMENT NO. \_\_\_\_\_

Project Regional Wastewater Forcemain Air Release Valve Replacement for City of Lake Worth

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)

Date: \_\_\_\_\_

CITY OF LAKE WORTH  
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 \$ \_\_\_\_\_

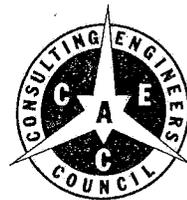
Accompanying Documentation (Contractor to itemize):

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*  
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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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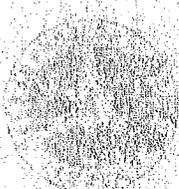
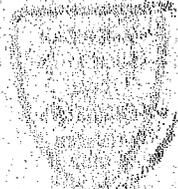
OF THE

CONSTRUCTION SPECIFICATIONS

INSTITUTE OF PROFESSIONAL ENGINEERS

VII

CONSTRUCTION SPECIFICATIONS



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Construction Specifications Institute  
601 Madison St., Alexandria, VA 22314

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# GENERAL CONDITIONS

## ARTICLE I—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 1Sc-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 para-

graph 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 paid 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 USC 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. (See **SC-5.1 of the Supplementary Conditions**)

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 of 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.

#### **See Paragraph SC-6.30 of the Indemnification: 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 struc-

tures 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. **(See SC-9.6 of the Supplementary Conditions)**

#### *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 Sub-contractor, 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. **(See SC-13.12 of the Supplementary Conditions)**

#### **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. (See SC-14.13 of the **Supplementary Conditions**)

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

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**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). **(See SC-15.4 of the Supplementary Conditions)**

*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 1SC-16 of the Supplementary Conditions)

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ARTICLE 17—MISCELLANEOUS

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**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, omis-

**(See Article 18 - SC-18.1 through SC-18.11 of the Supplementary Conditions)**

**(See SC-19 of the Supplementary Conditions)**

sion 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.

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**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.

## PAYMENT AND PERFORMANCE BONDS

### SC-5.1

Add the following after the last sentence of General Condition 5.1:

In accordance with section 255.05(1), Fla. Stat., as amended from time to time, before commencing the Work or before recommencing the Work after a default or abandonment, the Contractor shall execute and record in the public records of Palm Beach County a payment and performance bond with a surety insurer authorized to do business in the State of Florida, and the Contractor shall be required to provide to the Owner a certified copy of the recorded bond. The Owner may not make a payment to the Contractor until the Contractor has complied with section 255.05(1)(b), Fla. Stat.

## 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:	<u>\$ 1,000,000</u>

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):	
<u>\$ 1,000,000</u>	Each Occurrence
<u>\$ 3,000,000</u>	Annual Aggregate
Property Damage:	
<u>\$ 1,000,000</u>	Each Occurrence
<u>\$ 1,000,000</u>	Annual Aggregate
or a combined single limit of	<u>\$ 1,000,000</u>

(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. City of Lake Worth Right-of-Way/Utility Permit.

2. Town of Lake Clarke Shores Building Permit Fee
3. Palm Beach County Building Permit Fee.

## 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.

## REJECTING DEFECTIVE WORK

### SC-9.6

Add the following after the last sentence of General Condition 9.6:

ENGINEER will also have authority to disapprove or reject Work which ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

## 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 item(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.

ONE YEAR COLLECTION PERIOD

SC-13.12

Add the following after the last sentence of General Condition 13.12:

Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

FINAL PAYMENT AND ACCEPTANCE

SC-14.13

Replace the last sentence of General Condition 14.13 with the following:

Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

TERMINATION OF AGREEMENT

SC-15.4

Remove General Condition 15.4 in its entirety and replace with the following:

The Owner may terminate this contract for convenience upon providing Contractor fourteen (14) days written notice of the same. If this Contract is terminated as provided herein, the Contractor shall be paid for all completed and acceptable work executed and allowable expenses incurred prior to the date of termination. Payment shall include services actually performed in full prior to termination date, but shall exclude all lost profits, direct, indirect, consequential, special damages, or other damages for the remainder of the project.

If a court of competent jurisdiction finds that the Owner wrongfully terminated this Contract, then in such event, this Contract shall be deemed terminated for convenience as provided for in this paragraph, and the Contractor shall not be entitled to damages or loss of profits, but may be entitled to all items as authorized herein.

SC-16.

Delete Article 16-ARBITRATION of the General Conditions in its entirety.

## MISCELLANEOUS PROVISIONS

### SC-18

Add Article 18 as follows:

#### SC-18.1

Controlling Law and Venue.

This Contract is to be governed by the laws of the State of Florida. The venue for any and all legal action necessary to enforce the Contract Documents will be in Palm Beach County, Florida.

#### SC-18.2

Headings.

Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

#### SC-18.3

Inspector General.

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 Palm Beach County ordinance number 2011-009 in order to be aware of its rights and/or obligations under such ordinance and as applicable.

#### SC-18.4

Enforcement Costs.

If any legal action or other proceeding is brought for the enforcement of the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of the Contract Documents, the parties agree that each party shall be responsible for its own attorney's fees.

#### SC-18.5

Waiver.

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 or exercise said right(s) at any time thereafter.

#### SC-18.6

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 RELATED TO THE CONTRACT DOCUMENTS.

#### SC-18.7

#### Independent Contractor.

The Contractor is, and shall be, in the performance of all services under this Contract, an Independent Contractor, and not an employee, agent, or servant of the Owner. All persons engaged in any of the services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the services.

#### SC-18.8

##### Access and Audits.

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 in this section for the purpose of inspection or audit during normal business hours, at the Contractor's place of business. In no circumstances will Contractor be required to disclose any confidential or proprietary information regarding its products and service costs.

#### SC-18.9

##### Time.

Time is of the essence in all respects under the Contract Documents.

#### SC-18.10

Preparation. This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

#### SC-18.11

##### Representation and Binding Authority.

Contractor's representative below has full power, authority and legal right to execute and deliver these Contract Documents and perform all of its obligations under the Contract Documents. By signing the Contract Documents, the representative hereby represents to the Owner that he/she has the authority and full legal power to execute the Contract Documents and any and all documents necessary to effectuate and implement the terms of the Contract Documents 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 the Contract Documents.

#### NO DAMAGES FOR DELAY

#### SC-19

**NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST OWNER BY REASON OF ANY DELAYS.** Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from Owner for direct, indirect, consequential, impact or other costs, expenses, or damages, including, but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance be reasonable or unreasonable, foreseeable, or avoidable or unavoidable. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delays, in accordance with and to the extent specifically provided herein.

## **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 contract 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 date 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.

**00860**  
**LIST OF DRAWINGS**

The Drawings which form a part of the Contract Documents and show the Work to be performed are as follows:

<u>Drawing Title</u>	<u>Drawing Number</u>	<u>No. of Sheets</u>	<u>Dated</u>
Regional Wastewater Forcemain Air Release Valve Replacement	44-43-17-16	13	August 2011

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## SECTION 01000

### GENERAL REQUIREMENTS

#### 1.0 PROJECT LOCATION

The project is located in the City of Lake Worth, the Town of Lake Clarke Shores, and Palm Beach County. See Drawings for specific location.

#### 2.0 SCOPE OF WORK

- A. The Work to be performed by the Contractor includes obtaining all required construction permitting, 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, demolish, 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. Benchmarks for vertical control and horizontal control have been provided. Contractor shall verify vertical and horizontal control prior to commencement of construction. 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 are disturbed or damaged in the execution of the Work, the Contractor shall take whatever steps are necessary for safety, notify the affected utility owner, avoid any actions which might cause further damage to the structure or utility, and immediately repair structures and/or utilities in conformance with best standard practice and the approval of the owner of the damaged utility or structure.
- 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:

Contractor shall provide, in writing, twenty-four (24) hour notification to the Engineer for all required 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, unless otherwise provided for in the Schedule of Values.

- B. When the Bid Form includes a separate pay item for Mobilization, partial payments will be made in accordance with the following:

<u>Percent of Contract Price Less Mobilization Earned</u>	<u>Allowable Percent of the Lump Sum Price of Mobilization</u>
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. This space left intentionally blank

## 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 minimize 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 notify emergency, police, fire and 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, 2004 Edition, except as follows:

1. Contractor is responsible for preparing a Maintenance of Traffic plan. Contractor shall submit a Maintenance of Traffic plan for Owner or roadway authority (City, County, D.O.T.) for 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 that various items and equipment will be completed and ready for start-up.

#### 10.0 SALVAGEABLE MATERIAL

- A. All 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 at an appropriate legal site.

#### 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 Article 4 of the Instructions to Bidders and are not a part of the Contract Documents. There also were no other reports or drawings utilized by the 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), including but not limited to, broken pipe, sidewalks, curbs and other concrete items, together with all roots, trees, vegetation, boards and other debris are to be disposed of by the Contractor at an appropriate legal site.

#### 13.0 DEWATERING, 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. 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 Paragraph 2.6 of 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 HARDWARE

- A. All bolts, nuts, washers, etc. and miscellaneous hardware shall be 316 stainless steel, unless otherwise indicated.

#### 16.0 GENERAL ALLOWANCE

- A. The general allowance may be used to 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. Additional terms and conditions of the general allowance are contained in paragraph 11.8. of the General Conditions.

#### 17.0 CONTRACTOR'S SUBMITTALS

- A. Contractor shall be required to submit, with a letter of transmittal to the Engineer, a minimum of six (6) copies of each checked and approved Shop Drawing, sample, mix report, laboratory results, etc. where required in the Specifications, in lieu of the five (5) copies specified in Article 6 of the General Conditions or as specified elsewhere in these Specifications. Of the six 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 to Engineer for review and approval five (5) hard copies and five (5) copies in CD format of each Operation and Maintenance Manual for all equipment regardless of the number of submittals specified elsewhere in these Specifications.

#### 18.0 ORDER OF PRECEDENCE

- A. The Order of Precedence shall follow the order as set forth in Article 8 Contract Documents, page 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 01025

### MEASUREMENT AND PAYMENT

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Measurement and payment criteria applicable to the Work performed under a Unit Price payment method.

##### 1.02 AUTHORITY

- A. Measurement methods delineated in the individual Specification sections are intended to complement the criteria of this Section. In the event of conflict, the requirements of the individual Specification section will govern.
- B. The Engineer will take all measurements and compute quantities unless noted otherwise herein.
- C. Contractor to assist Engineer by providing necessary equipment, workers, and survey personnel as required.

##### 1.03 UNIT QUANTITIES SPECIFIED

- A. Quantities and measurements indicated in the Bid Form are for bidding and Contract purposes only. Quantities and measurements supplied or placed in the Work and verified by the Engineer will determine payment. Waste will not be included in the measurements or quantities.
- B. If the actual Work requires more or fewer quantities than those quantities indicated, provide the required quantities at the Contract Unit Price.

##### 1.04 VOLUME MEASUREMENT

- A. Measured by cubic dimension using mean length, width, and height or thickness.
- B. For excavation of lakes, canals, ditches, etc., material will be measured in its original position by a Professional Land Surveyor who is licensed in the State of Florida. The Surveyor will be retained by the Contractor. Quantities will be based on before and after cross sections determined by the Surveyor. Payment will not be made for excavation beyond the lines shown on the Drawings.

##### 1.05 AREA MEASUREMENT

- A. Measured by square dimension using mean length and width or radius.

##### 1.06 LINEAR MEASUREMENT

- A. Measured by linear dimension, at the item centerline or mean chord.
- B. For pipelines, the length will be measured from center of structure or fitting to center of structure or fitting.

##### 1.07 PAYMENT

- A. Payment Includes: Full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; dewatering, erection, application or installation of an item of the Work; permits, overhead, and profit. transportation, services and incidentals;

dewatering, erection, application or installation of an item of the Work; permits, overhead, and profit.

- B. Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities accepted by the Engineer multiplied by the unit price for Work which is incorporated in or made necessary by the Work.
- C. Payment for lump sum items will be made on the basis of percentage complete as approved by the Engineer.
- D. For all watermain bid items, include in the unit price per linear foot of pipe the cost for any fittings shown or otherwise needed to complete all work as shown on the plan drawings.
- D. For all watermain bid items, include in the unit price per linear foot of pipe the cost for any fittings shown or otherwise needed to complete all work as shown on the plan drawings.

## PART 2 PRODUCTS

Not Used.

## PART 3 EXECUTION

Not Used.

END OF SECTION

## SECTION 01720

### RECORD DOCUMENTS

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. On site maintenance of Record Documents.
- B. Required record information.

##### 1.02 MAINTENANCE

- A. Maintain on site, one set of the following Record Documents; record actual revisions to the Work:
  - 1. Drawings.
  - 2. Specifications.
  - 3. Addenda.
  - 4. Change Orders and other modifications to the Contract.
  - 5. Shop Drawings, product data, and samples.
- B. Store Record Documents separate from documents used for construction.
- C. Record information concurrent with construction progress.
- D. In the interest of timely detection of non-conforming Work, all Record Drawing information must be furnished to the Engineer prior to submitting for payment of that particular item. No progress payment application requests will be approved by the Engineer without satisfactory record drawings for that particular items(s).
- E. Under no circumstances will roadway paving Work be allowed to start until the Engineer has reviewed the Record Drawing information for Work constructed within the roadway area that will be paved.
- F. All Record Drawing information such as elevations, distances, location of underground utilities, lake cross-sections, and road cross-sections must be obtained by a Professional Surveyor and Mapper, who is licensed in the State of Florida. The Surveyor will be retained by the Contractor. Information must be signed and sealed.
- G. Record Documents must be available to Engineer for examination at any time during the progress of the Work.
- H. Submit completed Record Documents upon completion of the Work and prior to application for final payment.
- I. Show record information in bold or boxed out to stand out from rest of Drawing.
- J. Record actual revision dates of the Work.

##### 1.03 REQUIRED RECORD DRAWING INFORMATION

- A. All elevations and horizontal locations shown on the Drawings must be verified. Verification or deviation must be clearly indicated on the Drawings.
- B. Drainage
  - 1. Flow line elevation of pipe at headwalls, outfalls and structures.

2. Top elevation of headwalls, structures, and concrete caps.
3. Drainage Control Structures, Baffles, and Weirs. Obtain horizontal dimensions and vertical elevations.
4. Horizontal locations of headwalls, structures, and concrete caps.
5. Location of utilities and miscellaneous structures encountered which are different from or not shown on the Drawings.

#### C. Lakes, Canals, and Pump Station Intake Channels

1. Cross section at each design cross section shown on the Drawings and at a minimum 100 foot intervals. Obtain elevations at all grade breaks and across bottom from 20 foot beyond top of bank (each side).
2. Determine side slopes.
3. Locate top of bank and the edge of water at the control elevation and plot location on a drawing at the same scale as the construction drawings.

#### D. Roadways

1. Cross-section elevations at the profile grade line (centerline or edge of median) and at the edge of pavement at the following frequencies:
  - a. Major Roads (collector or higher): At high and low points of the profile grade and at even 100 foot stations in-between.
  - b. Local Roads: At high and low points of the profile grade.
2. Location of utilities and miscellaneous structures encountered which are different from or not shown on the Drawings.
3. Spot elevations in parking lots and access roads.

#### E. Wastewater

1. Invert elevations in manholes and at end of stubouts.
2. Distance between manholes.
3. Top of manhole elevations.
4. Location of manholes, based on stationing system on Drawings.
5. Calculate slope of gravity mains.
6. Locate end of stubouts and services by stationing and offsetting from the gravity main and downstream manholes.
7. Length of stubouts.
8. Elevations of the top slab, wet well invert, influent pipe inverts, and driveway for lift stations.
9. Details of any design changes.
10. Location of utilities and miscellaneous structures encountered which are different from or not shown on the Drawings.
11. Top of force main elevations and finished grade at 100 foot intervals and at high and low points.
12. Locate force main fittings, valves, air release structures, etc. by stationing and offsetting from gravity wastewater manholes. If manholes are not located nearby, use reference points shown on the Drawings.
13. Elevation and clearances when wastewater mains cross either water mains or drainage pipe.
14. Changes in pipe material.
15. Bottom of wastewater service pipe elevation and top of drainage pipe elevation at all crossings.
16. Top of wastewater service pipe elevation and bottom of watermain elevation at all crossings.
17. Lift station electrical controls and FPL service to control panel.

#### F. Water

1. Top of pipe elevations at 100 foot intervals.
2. Distance from the reference points shown on the Drawings.
3. Horizontal location at 100 foot intervals.

4. Location of water services, valves, fittings, hydrants, blowoff points, etc. by stationing and offsetting from wastewater manholes. If wastewater manholes are not located nearby, use reference points shown on the Drawings.
5. Details of any design changes.
6. Location of utilities and miscellaneous structures encountered which are different from or not shown on the Drawings.
7. Elevations and clearances when water mains cross either wastewater or drainage pipe.
8. Changes in pipe material.

#### G. Conduit Sleeves

1. Horizontal location and size of conduit.

#### H. Structural

1. Obtain horizontal and vertical locations and elevations for all structural components, including but not limited to, intake structure including piles and cap, slabs, building and building features, grating, trash rack, etc.

#### I. General Site

1. Spot elevations shall be taken at a reasonable grid interval for finished grade verification. Obtain spot elevations at all grade or contours (as shown on the Drawings), grade breaks, property lines, and limits of construction.

## PART 2 PRODUCTS

Not Used.

## PART 3 EXECUTION

### 3.01 CONTRACTOR'S SURVEYOR RESPONSIBILITIES

- A. Engineer will provide the Contractor with electronic files of the construction drawings at the pre-construction conference. One copy of the electronic files will be provided on CD/DVD media in AutoDesk Civil 3D 2014 format. No warranty of the usability of the electronic files provided is expressed or implied. The cost of any required conversion or duplication of the electronic files from the format specified herein shall be the responsibility of the Contractor.
- B. The Owner and Engineer will advise the Contractor at the pre-construction conference of the acceptable method and file format by which the interim and final Record Drawing information will be provided to the Owner and/or Engineer.
- C. Record Drawing information shall be prepared electronically. The Record Drawing information shall be placed on a separate layer so that it is isolated from all other layers in the drawing file. This layer must be prepared in such a manner that it can be exported as a separate AutoCad file and subsequently inserted into an AutoCad drawing containing the approved design information. The AutoCad file shall be accompanied by an Adobe Acrobat portable document format (.pdf) file of the Record Drawings.
- D. Place information in the Drawings in a manner that indicates which elevations and dimensions have been checked. This is to be done by crossing through the design elevation or dimension and placing the Record information next to it. If an elevation or dimension has not changed, the same procedures should be followed to confirm that it has been checked. Add new information in a manner to indicate that it is Record information and not design information.

- E. Each Record Drawing sheet must include the surveyor's name, company, address, license number, and date of field survey.
- F. Signed and sealed Record Drawings shall be submitted with all pay applications and at the conclusion of the Project.

### 3.02 CONTRACTOR RESPONSIBILITIES

- A. Record document information not required to be obtained by a Professional Surveyor and Mapper must be obtained by the Contractor.
- B. Mark Record information on one clean set of prints of the Contract Documents.
- C. Each Drawing must be stamped indicating that the information has been reviewed by the Contractor.
- D. Contractor's Surveyor will transfer Contractor supplied information to the record drawing.

END OF SECTION

## SECTION 02108

### VIDEO-TAPING OF EXISTING CONDITIONS

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Video-taping the pre-construction conditions of the surface features within the construction area.

##### 1.02 SUBMITTALS

- A. Submit two completed video-tapes to Engineer at least seven calendar days prior to commencing construction and delivery of any materials and/or equipment.
- B. Convert completed video-tapes to DVD media that is playable on standard DVD players, and submit two copies.

##### 1.03 QUALITY ASSURANCE

- A. Video-taping must be done by a responsible commercial firm known to be skilled and regularly engaged in the business of pre-construction video documentation.

#### PART 2 PRODUCTS

##### 2.01 MATERIALS

- A. Video-Tapes: Standard VHS cassette tapes in color. New, not previously used.
- B. DVD Media: Standard name-brand high quality write-once media. New, not previously used.

#### PART 3 EXECUTION

##### 3.01 VIDEO-TAPING

- A. Video-taping shall be performed and submitted at least seven calendar days prior to the commencement of construction and delivery of any materials and/or equipment. Upon review by the Engineer, and prior to commencement of construction and delivery of any materials and/or equipment, additional video-taping of any portions of the construction areas that are not adequately documented on the initial video-tapes may be required.
- B. Video-tape the pre-construction conditions of the surface features within the construction area.
- C. The video-tape will serve as a record of the pre-construction conditions for disputes arising from restoration, and should, therefore, be taken within the construction area in sufficient detail as necessary to clearly depict pre-construction conditions.
- D. Indicate the date and time (hour, minutes and seconds) on which the video-tapes were recorded.
- E. Video-tapes shall record video with simultaneous audio to assist viewer orientation with any needed identification, differentiation, clarification, or objective description of the features being shown with audio recording of commentary by the camera operator. The audio recording shall be free of any conversations between the camera operator and other production technicians.

- F. Camera Height and Stability: Do not exceed 10 feet vertical distance between camera lens and the ground when conventional wheeled vehicles are used as conveyances for the recording system.
- G. Camera Control: Control camera pan, tilt, zoom-in and zoom-out rates such that recorded objects will be clearly viewed during video tape playback. Control or adjust camera and recording system controls such as lens focus, aperture, light, and white balance to maximize picture quality.
- H. Viewer Orientation Techniques: Use existing landmarks including but not limited to, all visible house and business addresses, to maintain viewer orientation.
- I. Video Tape Log: Provide a written log of each video tape's contents including but not limited to, the names of the streets or easements, coverage beginning and ending, directions of coverage, and the date upon which the recording was made.
- J. All video-tapes and DVD's become the property of the Owner.

END OF SECTION

## SECTION 02220

### EXCAVATING, BACKFILLING, AND COMPACTING

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Excavation for structures, pipelines, lakes, canals, ditches, etc.
- B. Backfilling of structures and pipelines.
- C. Dewatering.
- D. Compacting.

##### 1.02 REFERENCES

- A. ASTM C136-84 - Sieve Analysis of Fine and Coarse Aggregates.
- B. ASTM D2922-81 - Density of Soil-Aggregate in Place by Nuclear Methods.
- C. AASHTO T-180/ASTM D1557-78 - Moisture Density Relations of Soils and Soil Aggregate Mixtures, Using 10 lb. Rammer and an 18 inch Drop.

##### 1.03 REGULATORY REQUIREMENTS

- A. Contractor is responsible for the provisions of the Occupational Safety and Health Administration's excavation safety standards, 29 C.F.R.s. 1926.650 Subpart P, which requires excavations exceeding five (5) feet in depth to be shored or sloped to the angle of repose.

##### 1.04 PREVENTION, CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION

- A. Provide for and be responsible for the prevention, control, and abatement of erosion and water pollution until completion of the Project.
- B. Provide all temporary erosion control features necessary to prevent, control, and abate erosion and water pollution.
- C. Comply with the water quality standards of the State of Florida. The Contractor is cautioned that during the execution of the Work, creation of turbidity in excess of 29 Nephelometric Turbidity Units (NTU's) above the natural background level and/or directly or indirectly affecting the water quality in the waters of the State in such a manner as to exceed the limitations on the concentration of various constituents for such water as prescribed in Chapter 62-302 of the Florida Administrative Code, is a violation of the water quality standards of the State of Florida.

#### PART 2 PRODUCTS

##### 2.01 BACKFILL MATERIAL

- A. Backfill with an approved material, free from large clods, rocks larger than 1 inch, organic material or other extraneous material.

#### PART 3 EXECUTION

### 3.01 PREPARATION

- A. Identify known underground utilities. Stake and flag locations.
- B. Maintain and protect existing utilities remaining which pass through Work area.
- C. Verify stockpiled fill is approved.

### 3.02 EXCAVATION

- A. Perform the excavation of all substance(s) encountered to dimensions and depths shown on the Drawings and/or as specified herein, or as approved by the Engineer. Stockpile all material suitable for backfill near the site. Rock, debris or other material undesirable for backfill (as determined by the Engineer) is to be disposed of by the Contractor.
- B. When a masonry or concrete structure rests on an excavated surface other than rock, special care must be taken to avoid disturbing the bottom of the excavation. Final removal of the existing material to foundation grade is not to be started until just before the masonry or concrete foundation is to be placed.
- C. Excavate pipe trenches to a depth as shown on the Drawings. If over-excavation occurs, place a layer of fine crushed rock or compacted coarse sand to secure a firm foundation for the lower one-third of the pipe.
- D. The maximum width of the trench at the top of the pipe must not be greater than 2 feet more than the nominal diameter of the pipe, unless otherwise specified. If this maximum is exceeded, it will be the Contractor's responsibility to provide adequate support (concrete cradle or crushed rock and compacted coarse sand) at the location of the trench width over excavated.
- E. Keep pipe laying operations as close to the excavation as practical during the execution of the Work.
- F. If rock is encountered at the foundation grade of a masonry or concrete structure, excavate the rock in such a manner as to allow the solid rock to be exposed. Prepare in horizontal beds for receiving the masonry or concrete. Remove all loose and disintegrated rock or thin strata. Cut back roots to 12 inches below the foundation grade.
- G. If rock is encountered at the grade line of a pipe line, remove the rock so that at no place will it be closer than 6 inches to the finished pipe line. After the excavation is completed, place and tamp a bed of selected backfill (coarse sand and fine crushed rock) to at least 6 inches deep. Cut back roots to 12 inches below pipe grade.
- H. Remove any water accumulated in the pipe trench and/or structure excavation and keep the excavation de-watered until the bedding is complete. Accomplish in a manner so as to not create any nuisance to adjacent property or public thoroughfare. Do not use the pipeline being installed as a drain for such water. Meet all laws, codes, ordinances, and government regulations when de-watering.
- I. Provide all bracing, sheeting, and shoring necessary to perform and protect all excavations, as required for safety, or in accordance with governing laws. Remove all sheeting during backfilling operations except as otherwise noted herein or approved by the Engineer. Remove bracing, sheeting, and shoring in such a manner as not to disturb the completed Work.

Whenever bracing or shoring is driven to a depth below the top of pipe elevation, that portion of the sheeting below the top of the pipe must not be disturbed or removed. Whenever bracing or sheeting is driven for protection of trench walls in a water-bearing soil, no portion of such

sheeting is to be removed below existing ground water table level unless otherwise approved by the Engineer.

- J. Unsuitable Foundation - In case the soil conditions encountered at the grade line of the pipe trench or structure excavation are found to be unsuitable, the Engineer must be notified to review the character of the foundations prior to continuing the Work.

### 3.03 BACKFILLING

- A. Backfilling of structure (manholes, pump stations, sidewalks, etc.) excavations and required fill under structure slabs are to be done in horizontal lifts not exceeding eight inches in depth (compacted thickness), and compacted to a density of not less than 95 percent of the maximum density determined by AASHTO T-180.
- B. Place backfill material for pipe excavation evenly and carefully around and over pipe and under lower sections of pipe in 6-inch maximum lifts. Hand-tamp backfill around the pipe. Each lift is to be thoroughly and carefully rammed until one foot of cover exists over the pipe. The remainder of the backfill is to be placed in eight inch lifts (compacted thickness), moistened, and mechanically compacted to a density of not less than 90 percent of the maximum density as determined by AASHTO T-180, unless otherwise noted. Water settling may be utilized at the option of the Contractor, however, the dewatering system must remain in service until all required density determinations are performed.
- C. For structures and rigid pipelines where the backfill lies within a pavement subgrade, the backfill must be compacted to a density not less than 95 percent of the maximum density determined by AASHTO T-180.
- D. For flexible pipe lines (i.e. PVC pipe or corrugated metal pipe) where the backfill lies within a pavement subgrade, the subgrade backfill to 6 inches above the top of the pipe must be compacted to a density not less than 90 percent of the maximum density determined by AASHTO T-180. The remaining backfill to grade is to be compacted to a density not less than 95 percent of the maximum density determined by AASHTO T-180.
- E. Compact all subgrade or foundation grade disturbed during construction to a density not less than 95 percent of the maximum density as determined by AASHTO T-180.

### 3.04 TOLERANCES

- A. Top Surface: Plus or minus 0.1 foot.

### 3.05 TESTING

- A. Density tests for subgrade and backfill will be performed by an independent testing laboratory. The Contractor is responsible for scheduling density tests and for the coordination of the testing with the testing laboratory and Engineer.

### 3.06 FIELD OBSERVATIONS

- A. All structures, pipelines, pipeline joints, and other construction are subject to field observation by the Engineer prior to backfilling.

END OF SECTION

SECTION 02230  
ROCK BASE COURSE

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Compacted subgrade.
- B. Stabilized subgrade.
- C. Coquina, limerock, and shellrock base courses.

1.02 REFERENCES

- A. Florida Department of Transportation - Standard Specifications for Road and Bridge Construction, 2000, herein after referred to as the FDOT Specifications. This document must be onsite during the Work.
- B. ASTM C136-01 - Sieve Analysis of Fine and Coarse Aggregates.
- C. ASTM D2922-96 - Density of Soil-Aggregate in Place by Nuclear Methods.
- D. AASHTO T 180/ASTM D1557-00 – Laboratory Compaction Characteristics of Soil Using Modified Effort.

1.03 TESTS

- A. Testing of the rock for compliance with this specification will be performed when it is delivered to the project site by an independent testing laboratory. Contractor is responsible for scheduling tests and for the coordination of the testing with the testing laboratory and Engineer. Tests are to be paid for as specified in the Division 1: General Requirements.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Compacted Subgrade: Local sands approved in advance by the Engineer. Free from large clods, rocks larger than one inch, organic material or other extraneous material.
- B. Stabilized Subgrade: In accordance with Section 914 of the FDOT Specifications.
- C. Coquina Rock Base: In accordance with Section 915 of the FDOT Specifications.
- D. Limerock Base: In accordance with Section 911 of the FDOT Specifications.
- E. Shellrock Base: In accordance with Section 913A of the FDOT Specifications.
- F. Prime Coat: Meets Sections 300-2.1 and 916 of the FDOT Specifications.

PART 3 EXECUTION

3.01 PREPARATION

- A. Prepare, compact, and grade compacted subgrade in accordance with Section 120-9 and 120-11 of the FDOT Specifications.

- B. Prepare, compact, and grade stabilized subgrade in accordance with Section 160-5, 160-7, and 160-8 of the FDOT Specifications.
- C. Clean subgrade surface of all foreign matter.
- D. Verify gradients and elevations of subgrade are correct.

### 3.02 PLACING BASE MATERIAL

- A. Spread base material over prepared subgrade to a total compacted thickness as shown on the Drawings.
- B. Place in 6 inch maximum lifts. Compact to 98 percent of maximum density per AASHTO T 180, Method D.
- C. Check finished surface with a template cut to the required crown and with a 15 foot straight edge laid parallel to the centerline of the pavement. Correct all irregularities greater than 1/4 inch by scarifying, and removing or adding base material as may be required. Re-compact area to meet specified density requirements.

### 3.03 PRIME COAT APPLICATION

- A. Apply prime coat in accordance with Section 300-6 of the FDOT Specifications except Contractor to apply prime coat at a rate of 0.15 gallons per square yard over a base course free of all loose and foreign materials which may prevent proper bond. The moisture content of the base must not exceed 90 percent of the optimum moisture content of the material.

### 3.04 FIELD OBSERVATIONS

- A. Engineer to review the subgrade prior to placing base course.
- B. Engineer to review the finished base prior to application of the prime coat and paving.

### 3.05 PROTECTION

- A. Any roadway base damaged, disturbed, or destroyed in excess of maximum pipe trench widths detailed on the Drawings must be replaced in accordance with the Drawings and Specifications at no additional expense to the Owner.

END OF SECTION

SECTION 02271  
GEOTEXTILE FABRIC

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Geotextile fabric material and placement for slope protection, pipe joints and subsurface drainage.

1.02 REFERENCES

- A. Florida Department of Transportation - Standard Specifications for Road and Bridge Construction, 2007 edition, hereinafter referred to as the FDOT Specification.

1.03 SUBMITTALS

- A. Submit geotextile fabric data sheets.

1.04 DELIVERY, STORAGE AND HANDLING

- A. Wrap fabric in a protective covering which is sufficient to protect it from sunlight, dirt and other debris during shipment and storage.

PART 2 PRODUCTS

2.01 MATERIALS

A. Geotextile Fabric for Slope Protection

1. Woven fabric which allows the passage of water.
2. Consists of a long-chain synthetic polymer and resistant to deterioration due to salt water, ultraviolet light and heat exposure through basic formulation or the addition of stabilizers and/or inhibitors. The cloth should be calendared or otherwise finished so that yarns will retain their relative position with respect to each other. The edges of the cloth should be selvaged or otherwise finished to prevent the outer yarn or fibers from pulling away from the fabric.
3. Meet all requirements for geotextile fabrics in Section 985 of the FDOT Specifications and Index 199 of the FDOT Design Standards.

B. Filter Fabric for Pipe Joints and Subsurface Drainage

1. Non-woven fabric which allows the passage of water.
2. Consists of a long-chain synthetic polymer and resistant to deterioration due to salt water and heat exposure through basic formulation or the addition of stabilizers and/or inhibitors. The cloth should be calendared or otherwise finished so that yarns will retain their relative position with respect to each other. The edges of the cloth should be selvaged or otherwise finished to prevent the outer yarn or fibers from pulling away from the fabric.
3. Meet all requirements for subsurface drainage in Section 985 of the FDOT Specifications and Index 199 of the FDOT Design Standards.

## PART 3 EXECUTION

### 3.01 PLACEMENT - PIPE JOINTS

- A. Place in accordance with the details on the Drawings.

### 3.02 PLACEMENT - SLOPE PROTECTION

- A. Slopes to be uniform, reasonably smooth, free from mounds and windrows, and free of any debris or projections which could damage the filter material to be placed upon it.
- B. Material to be loosely laid (not stretched). Overlap adjacent strips a minimum of 24 inches. Overlaps may be eliminated if all fabric sections are either factory or field sewn.
- C. Anchor in place with plastic securing pins (as recommended by the filter material manufacturer) inserted through the fabric along, but not closer than two inches to, each edge and to the extent necessary to prevent displacement before or during placement of the fabric or other material.
- D. Stagger vertical laps at least five feet. Use full rolls wherever possible, in order to minimize the number of vertical laps. Lengths and widths of individual sheets to be at the Contractor's option. Grommets are not required.
- E. Toe-in geotextile fabric at the top of the slope and at the bottom in accordance with the detail on the Drawings.
- F. Any fabric damaged or displaced before or during placement of overlying layers must be replaced or repaired to the satisfaction of the Engineer and at the Contractor's expense.

### 3.03 PLACEMENT-SUBSURFACE DRAINAGE

- A. Cut fabric to the proper width prior to installation. Include sufficient material to conform to the trench perimeter, any irregularities, and for a 12 inch (minimum) top overlap.
- B. Where overlaps are required between rolls, lap the upstream roll a minimum of two feet over the downstream roll in order to provide a shingled effect.
- C. Care should be exercised to prevent natural or fill soils from intermixing with the drainage aggregate.

END OF SECTION

## SECTION 02513

### TYPE S ASPHALTIC CONCRETE PAVING

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Materials, surface preparation, and placement of Type S asphaltic concrete pavement.

##### 1.02 REFERENCES

- A. Florida Department of Transportation - Standard Specifications for Road and Bridge Construction, 2000, herein after referred to as the FDOT Specifications. This document must be onsite during the Work.

##### 1.03 SUBMITTALS

- A. Submit a job mix formula for each asphaltic paving mixture in accordance with Section 331-4.3 of the FDOT Specifications.

#### PART 2 PRODUCTS

##### 2.01 MATERIALS

- A. Tack Coat: Meets Section 300-2.3 of the FDOT Specifications.
- B. Type S Asphaltic Concrete: Meets Section 331 of the FDOT Specifications.

Requirements for mixing temperature must conform to those specified in Section 330-7.3 of the FDOT Specifications.

#### PART 3 EXECUTION

##### 3.01 PREPARATION

- A. Adjust manhole rims and valve boxes to finished grade. Cost of Work to be at the unit prices on the Bid Form. If there is no separate bid item for these adjustments, the cost is to be included in the cost of the asphalt.
- B. Apply an asphaltic tack coat to existing asphaltic concrete surfaces to be repaved and to new asphalt base courses. Remove all loose and foreign material from the paved surface. Apply in accordance with Section 300-7 of the FDOT Specifications.
- C. Clean surface of all sand and debris prior to placing surface course.

##### 3.02 PLACING ASPHALT PAVEMENT

- A. Place in accordance with Section 330-10 of the FDOT Specifications.
- B. Compact asphalt in accordance with Section 330-11.1 of the FDOT Specifications. Compact to an average density of at least 98 percent of the valid control strip density. The control strip density is determined by the method defined in Section 330-11.3.2 of the FDOT Specifications.
- C. Prepare joints in accordance with Section 330-12 of the FDOT Specifications. Maintain a smooth transition between existing pavement and new pavement.

- D. Maintain all pavement cuts to the approval of the Engineer until the Project is complete.
- E. Surface course cut during construction must have all edges saw cut prior to replacement.

### 3.03 SURFACE REQUIREMENTS

- A. The finished surface must be of uniform texture and compaction. Any pulled, torn, or loosened asphalt, or any areas with open pores, segregation, sand streaks, sand spots, or ripples must be corrected.
- B. Check finished surface with a 15-foot straightedge. Correct deficiencies in excess of 3/16-inch.
- C. Correct deficiencies in accordance with Section 330-13.4 of the FDOT Specifications.

### 3.04 THICKNESS ALLOWANCES

- A. The maximum allowable deficiency from the layer thickness specified on the Drawings is as follows:
  - 1. For pavement of a specified thickness of 2-1/2 inches or more: 1/2 inch.
  - 2. For pavement of a specified thickness of less than 2-1/2 inches: 1/4 inch.
- B. Correct deficiencies either by replacing the full thickness for a length extending at least 50 feet beyond each end of the deficient area for the full width of the paving lane or (when permitted by the Engineer) by overlaying.

### 3.05. LEVELING COURSE REQUIREMENTS

- A. Prepare in accordance with Section 330-9 of the FDOT Specifications.
- B. Place mixture in accordance with Sections 330-10.1 and 330-10.3 of the FDOT Specifications.
- C. Compact per Section 330-11.1 of the FDOT Specifications.
- D. Method of Measurement will be per Section 331-6 of the FDOT Specifications. Engineer and Contractor will agree and physically mark in the field all locations to have a level course applied. Engineer will collect tonnage tickets at the time of placement and note that the material placed was a leveling course.

### 3.06 FIELD OBSERVATIONS

- A. Engineer to observe paving activities and finished surface.

### 3.07 PROTECTION

- A. Any roadway surface damaged, disturbed, or destroyed in excess of maximum trench widths detailed on the Drawings must be replaced in accordance with the Drawings and Specifications at no additional expense to the Owner.

END OF SECTION

## SECTION 02523

### SIDEWALKS, DRIVEWAYS, AND CURBS

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Concrete sidewalks, driveways, curbs, and gutters.

##### 1.02 RELATED SECTIONS

- A. Section 02210 - Grading.

##### 1.03 REFERENCES

- A. AASHTO T 180/ASTM D1557-00 - Laboratory Compaction Characteristics of Soil Using Modified Effort.
- B. ACI 347R-94 – Guide to Formwork for Concrete.
- C. ASTM A185-97 - Steel Welded Wire Fabric, Plain, for Concrete Reinforcement.
- D. ASTM A615-01 - Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
- E. ASTM C33-01 - Concrete Aggregates.
- F. ASTM C39-01 - Compressive Strength of Cylindrical Concrete Specimens.
- G. ASTM C42-99 - Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.
- H. ASTM C94-00 - Ready-Mixed Concrete.
- I. ASTM C143-00 - Slump of Hydraulic Cement Concrete.
- J. ASTM C150-00 - Portland Cement.
- K. ASTM C260-01 - Air-Entraining Admixtures for Concrete.
- L. ASTM C309-98 - Liquid Membrane - Forming Compounds for Curing Concrete.
- M. ASTM D1751-99 - Preformed Expansion Joint Filler for Concrete Paving and Structural Construction.
- N. ASTM D2922-01 - Density of Soil and Soil-Aggregate in Place by Nuclear Methods.

##### 1.04 SUBMITTALS

- A. Concrete mix design indicating the proportions of cement, coarse aggregate, fine aggregate, water, and admixtures. Mix design sheet must also indicate slump, design strength, and water-cement ratio.

#### PART 2 PRODUCTS

##### 2.01 MATERIALS

- A. Forms: Conform to ACI 347.

- B. Reinforcing Steel: ASTM A615, Grade 60, new deformed billet steel.
- C. Welded Steel Wire Fabric: Plain type, ASTM A185.
- D. Expansion Joints: 1/2 inch thick preformed non-extruding joint filler meeting ASTM D1751.
- E. Concrete: Cement (ASTM C150, Type I), aggregates (ASTM C33), and potable water mixed in accordance with ASTM C94. Minimum of 470 lbs. of cement per cubic yard of concrete. Water-cement ratio less than or equal to 0.55. Slump of 0-5 inches. 3000 psi minimum compressive strength at 28 days.
- F. Air-Entraining admixture to be from two to six percent.
- G. Curing Compound: ASTM C309, Type 1 or 1-D, Class A.

## PART 3 EXECUTION

### 3.01 SUBGRADE PREPARATION

- A. Prepare subgrade in accordance with Section 02210.
- B. Compacted density to be at least 98 percent of the maximum density determined by AASHTO T180.
- C. Verify gradients and elevations of subgrade are correct.
- D. Just prior to placing concrete, moisten subgrade and forms to provide a uniform dampened surface at the time concrete is placed.

### 3.02 CONCRETE PLACEMENT

- A. Maintain concrete temperature at time of placement below 90 degrees Fahrenheit.
- B. Deposit concrete on the subgrade in a manner which will minimize rehandling.
- C. Do not disturb expansion joints.
- D. Consolidate concrete against and along the faces of all forms, and along the full length on both sides of all joint assemblies.

### 3.03 JOINT CONSTRUCTION

- A. Contraction Joints for Sidewalks and Driveways: Sidewalk joints are to be spaced 5 feet on center unless noted otherwise on Drawings. Driveway joints are to be spaced 15 to 18 feet on center unless noted otherwise on Drawings. Use saws equipped with shatterproof abrasive or diamond rimmed blades. Cut joints into concrete as soon as the surface will not be ravelled or otherwise damaged by the cutting action. Cut slot, 3/16 inch wide and not less than 1 1/2 inches deep. Joints must be completed between four (4) and twelve (12) hours after placing concrete.
- B. Contraction Joints for Curbs: Space joints at 10 feet on center. Use saws equipped with shatterproof abrasive or diamond rimmed blades. Cut joints into concrete as soon as the surface will not be ravelled or otherwise damaged by the cutting action. Cut slot, 3/16 inch wide and not less than 1 1/2 inches deep. Joints must be completed between four (4) and twelve (12) hours after placing concrete.
- C. Construction Joints: Place full depth construction joints at the end of concrete pours and at locations where placement operations are stopped for a period of thirty (30) minutes or more except where such pours terminate at expansion joints.

- D. Expansion Joints for Sidewalks and Driveways: Construct at 100 foot intervals (unless noted otherwise on Drawings), between sidewalk and driveways, at sidewalk intersections, and around all other fixed objects within the sidewalk or driveway. Joints must contain preformed joint filler for the full depth. Edges must be finished with a 1/4 inch radius.
- E. Expansion Joints for Curbs: Construct at all inlets and radius points, where new curb abuts an existing fixed object, and at intervals of 500 feet. Joints must contain 1/2 inch preformed joint filler for the full depth of the curb.

### 3.04 FINISHING

- A. Adding water to the surface of the concrete to assist in finishing operations is not permitted.
- B. A uniform gritty non-slip finish must be provided by brushing the surface with a stiff-bristled broom or by dragging a 'burlap bag' over the surface just before the water sheen disappears.
- C. After the final finish has been applied, but before the concrete has become nonplastic, the edges on each side of expansion joints, construction joints, and along any structure extending into the concrete are to be carefully rounded to a 1/4 inch radius. Finish sidewalk and driveway edges with a 1/4 inch radius edging tool. Produce a well-defined and continuous radius and a smooth, dense mortar finish. Remove all concrete from the top of the joint filler.

### 3.05 CURING

- A. After the finishing operations have been completed and as soon as the concrete has hardened sufficiently such that marring of the surface will not occur, the entire surface and the edges of the newly placed concrete are to be cured using a liquid curing compound. Rate of application to be 200 square feet per gallon or as recommended by the manufacturer.
- B. Do not leave the concrete exposed for a period in excess of 30 minutes between stages of curing or during the curing period.

### 3.06 BACKFILLING

- A. After the concrete has set sufficiently, but not later than three days after pouring, refill the spaces in front and back of curb/sidewalk to the required elevation with suitable material.

### 3.07 FIELD OBSERVATIONS

- A. The subgrade and formwork prior to placing concrete.
- B. Concrete placement activities.
- C. Furnish a delivery ticket for each batch of concrete unloaded if so requested by the Engineer.

END OF SECTION

## SECTION 02580

### PAVEMENT MARKING

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Traffic stripes and markings using reflective paint.
- B. Traffic stripes and markings using a thermoplastic compound.
- C. Reflective pavement markers.

##### 1.02 REFERENCES

- A. Florida Department of Transportation - Standard Specifications for Road and Bridge Construction, 2007, herein after referred to as the FDOT Specification. This document must be onsite during the Work.

#### PART 2 PRODUCTS

##### 2.01 MATERIALS

- A. Reflective Traffic Stripes and Markings: In accordance with Sections 710, 971-1, 971-2, and 971-3 of the FDOT Specifications.
- B. Thermoplastic Traffic Stripes and Markings: In accordance with Section 711 of the FDOT Specifications.
- C. Reflective Pavement Markers: In accordance with Section 706 of the FDOT Specifications, Class B.

##### 2.02 EQUIPMENT

- A. In accordance with the following FDOT Specifications: Section 710-3 for reflective paint and Section 711-3 for thermoplastic compounds.

#### PART 3 EXECUTION

##### 3.01 PREPARATION

- A. Establish the necessary tack points and other controls for alignment of the stripes.
- B. Tolerances in dimensions and alignment to be in accordance with FDOT Specification 710-5.

##### 3.02 APPLICATION

- A. Apply reflective paint in accordance with FDOT Specification 710-4.
- B. Apply thermoplastic compounds in accordance with FDOT Specification 711-4. Thermoplastics shall not be installed on roadway until 30 calendar days after final lift of asphalt has been placed with the exception of Friction Course which shall be 90 days.

- C. Apply reflective pavement markers in accordance with Section 706-4 of the FDOT Specifications. Use bituminous adhesives only when installing. Do not apply markers to new pavement striping or markings.

3.03 FIELD QUALITY CONTROL

- A. All Work under this Section which fails to meet the Specifications, including the permissible tolerances and the appearance requirements, or are marred or damaged by traffic or from other cause, must be corrected by the Contractor to the approval of the Engineer.

3.04 PROTECTION

- A. Protection of newly painted and applied stripes and markings to be in accordance with Sections 710-7 and 711-6 of the FDOT Specifications.

END OF SECTION

## SECTION 02580

### PAVEMENT MARKING

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Traffic stripes and markings using reflective paint.
- B. Traffic stripes and markings using a thermoplastic compound.
- C. Reflective pavement markers.

##### 1.02 REFERENCES

- A. Florida Department of Transportation - Standard Specifications for Road and Bridge Construction, 2000, herein after referred to as the FDOT Specification. This document must be onsite during the Work.

#### PART 2 PRODUCTS

##### 2.01 MATERIALS

- A. Reflective Traffic Stripes and Markings: In accordance with Sections 710, 971-1, 971-14, and 971-19 of the FDOT Specifications.
- B. Thermoplastic Traffic Stripes and Markings: In accordance with Section 711 of the FDOT Specifications.
- C. Reflective Pavement Markers: In accordance with Section 706 of the FDOT Specifications, Class B.

##### 2.02 EQUIPMENT

- A. In accordance with the following FDOT Specifications: Section 710-3 for reflective paint and Section 711-3 for thermoplastic compounds.

#### PART 3 EXECUTION

##### 3.01 PREPARATION

- A. Establish the necessary tack points and other controls for alignment of the stripes.
- B. Tolerances in dimensions and alignment to be in accordance with FDOT Specification 710-5.

##### 3.02 APPLICATION

- A. Apply reflective paint in accordance with FDOT Specification 710-4.
- B. Apply thermoplastic compounds in accordance with FDOT Specification 711-4. Thermoplastics shall not be installed on roadway until 5 calendar days after final lift of asphalt has been placed with the exception of Friction Course #2 which shall be 30 days.

- C. Apply reflective pavement markers in accordance with Section 706-4 of the FDOT Specifications. Use bituminous adhesives only when installing. Do not apply markers to new pavement striping or markings.

### 3.03 FIELD QUALITY CONTROL

- A. All Work under this Section which fails to meet the Specifications, including the permissible tolerances and the appearance requirements, or are marred or damaged by traffic or from other cause, must be corrected by the Contractor to the approval of the Engineer.

### 3.04 PROTECTION

- A. Protection of newly painted and applied stripes and markings to be in accordance with Sections 710-7 and 711-6 of the FDOT Specifications.

END OF SECTION

SECTION 02606  
MANHOLES AND INLETS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Concrete manholes and inlets for Drainage Systems.
- B. Concrete manholes for Wastewater Systems.
- C. Concrete manholes for Air Release Valves.
- C. Concrete manholes for Air Release Valves.

1.02 REFERENCES

- A. ASTM A48-94 - Gray Iron Castings.
- B. ASTM A185-97 - Steel Welded Wire Fabric, Plain, for Concrete Reinforcement.
- C. ASTM C32-93 - Sewer and Manhole Brick.
- D. ASTM C55-99 - Concrete Brick.
- E. ASTM C139-99 - Concrete Masonry Units for Construction of Catch Basins and Manholes.
- F. ASTM C150-99 - Portland Cement.
- G. ASTM C478-96 - Precast Reinforced Concrete Manhole Sections.

1.03 SUBMITTALS

- A. Fabrication drawings for manholes and inlets.
- B. Manufacturer's product data for cast iron frames, grates, and covers.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Brick: Hardburned clay conforming to ASTM C32, Grade MM or concrete brick conforming to ASTM C55, Grade N.
- B. Concrete Masonry Units: ASTM C 139.
- C. Mortar: 1 part Portland Cement (ASTM C150, Type II) mixed with 2 parts sand and potable water as required.
- D. Manholes and Inlets: ASTM C478. Minimum 8 inch wall thickness. Base and first riser section to be a monolithic pour. Use Type II Portland Cement. Openings must be pre-cast.
- E. Cast Iron Frames, Grates, and Covers: ASTM A48, Class 30 gray iron. Castings to be smooth, true to pattern and free from projections, sand holes, warps and other defects of any kind and well cleaned. Provide concealed type pick holes in all covers. Machine at touching surfaces so as to seat firmly and not rock. Cast on covers the words 'Sanitary Sewer' or 'Storm', as applicable, the manufacturer's name and catalog number.

- F. Protective Coating: Interior and exterior coatings for wastewater manholes are specified on the Drawings.

### PART 3 EXECUTION

#### 3.01 INSTALLATION

- A. Manholes and inlets are to be constructed at the locations and elevations shown on the Drawings.
- B. Masonry work to be built true with all courses level. Shove masonry into place (not laid) in full beds of mortar so as to bond masonry thoroughly into the mortar. Strike joints to a smooth finish. Joints should not be less than 1/4 inch nor more than 1/2 inch in thickness.
- C. Plaster manholes and inlets as shown on the Drawings to leave a smooth, dense finish, completely watertight.
- D. Use Ramneck at all keyed riser joints (1/2 inch thick with width at least 1/2 the wall thickness) with a non-shrink grout on inside and outside.
- E. Seal all openings with a water proof, non-shrink grout.

#### 3.02 FIELD OBSERVATIONS

- A. All manholes and inlets will be observed at the option of the Engineer prior to backfilling.
- B. Engineer to review the invert flow channels in wastewater manholes before field application of the interior protective coating.

END OF SECTION

## SECTION 02650

### STAINLESS STEEL WASTEWATER AIR RELEASE VALVES

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Stainless steel air release valves suitable for a wastewater environment.

##### 1.02 SUBMITTALS

- A. Submit product literature that includes information on the performance and operation of the valve, materials of construction, dimensions and weights, parts list drawings, operation and maintenance manuals, and warranty information.
- B. 'Affidavit of Compliance' from the manufacturer indicating that the valves and other products or materials furnished meet the requirements of this Specification.

##### 1.03 QUALITY ASSURANCE

- A. Supplier shall have at least five (5) years experience in the manufacture of air valves.
- B. Provide air release valves with corrosion resistant nameplate with manufacturer's name, year of manufacture, valve size, class, etc. attached to the body or cover.
- C. Valves of the same manufacturer throughout.

#### PART 2 PRODUCTS

##### 2.01 GENERAL

- A. All materials that come in contact with the water being treated or the finished water shall be on either the EPA or NSF lists of approved products for use in contact with wastewater.

##### 2.02 MANUFACTURER

- A. Stainless steel air release valves shall be:
  - 1. Model No. 986 as manufactured by Hawie (H-Tech USA).
  - 2. Series 400 as manufactured by APCO Willamette Valve, and Primer Company or approved equal.
- B. Alternate air release valves shall be ARI Flow Control Accessories Model D-020 combination air valve for wastewater with reinforced nylon body.

##### 2.03 AIR RELEASE VALVES

- A. Air release valves shall be automatic float operated valves designed to release air from a piping system while the system is in operation and under pressure.
- B. The valve body shall be threaded with NPT inlets or flanged.
- C. The cover shall be bolted to the valve body and sealed with a flat gasket.

- D. Seal shall be accomplished via a replaceable orifice button or needle, and shall provide drop tight shutoff to the full valve pressure rating.
- E. A vacuum check shall be supplied on the outlet to eliminate the possibility of air entering the system where the pressure decreases, or if a vacuum is drawn.
- F. Air release valves shall be capable of passing 135 SCFM at working pressure and able to withstand 250 psi test pressure.

#### 2.04 MATERIALS OF CONSTRUCTION

- A. Internal components shall be constructed of non-corrosive materials, 316 stainless steel, or Delvin POM.
- B. Seal shall be Buna-NBR.

### PART 3 EXECUTION

#### 3.01 INSTALLATION

- A. Air release valve shall be installed in accordance with manufacturer's written Installation instructions and Operation Manual and approved submittals and the details shown on the Construction Drawings.

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

## SECTION 03001

### CONCRETE

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Formwork.
- B. Concrete reinforcement and accessories.
- C. Cast-in-place concrete.
- D. Pre-cast concrete.

##### 1.02 REFERENCES

- A. ACI 301-96 - Specifications for Structural Concrete.
- B. ACI 318-99 - Building Code Requirements for Structural Concrete.
- C. ACI SP-4 (95) – Formwork for Concrete.
- D. ASTM A185-97 – Steel Welded Wire Fabric, Plain, for Concrete Reinforcement.
- E. ASTM A615-01 - Deformed and Plain Billet Steel for Concrete Reinforcement.
- F. ASTM A775-01 – Epoxy - Coated Reinforcing Steel Bars.
- G. ASTM C31-00 - Making and Curing Concrete Test Specimens in the Field.
- H. ASTM C33-01 - Concrete Aggregates.
- I. ASTM C39-01 - Compressive Strength of Cylindrical Concrete Specimens.
- J. ASTM C42-99 - Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.
- K. ASTM C94-00 - Ready-Mixed Concrete.
- L. ASTM C143-00 - Slump of Hydraulic Cement Concrete.
- M. ASTM C150-00 - Portland Cement.
- N. ASTM C192-90 - Making and Curing Concrete Test Specimens in the Laboratory.
- O. ASTM C260-01 - Air-Entraining Admixtures for Concrete.
- P. ASTM C309-98 - Liquid Membrane - Forming Compounds for Curing Concrete.
- Q. ASTM D1751-99 - Preformed Expansion Joint Filler for Concrete Paving and Structural Construction.

##### 1.03 SUBMITTALS

- A. Four copies of the test mix report showing the proportions of cement, aggregate, fine aggregate, water and admixtures.

- B. Shop Drawings of pre-cast structures for review prior to fabrication.

## PART 2 PRODUCTS

### 2.01 FORM MATERIALS

- A. Conform to ACI 347.

### 2.02 REINFORCING STEEL

- A. Reinforcing Bars: ASTM A615, Grade 60, new deformed billet steel.
- B. Welded Wire Fabric: Plain type, ASTM A185.
- C. Stirrups and Ties: ASTM A615, Grade 40 or Grade 60.
- D. Bar Supports and Spacers: Steel wire with upturned legs. Mortar cubes.
- E. Epoxy - Coated Reinforcing Bars: ASTM A775, Grade 60, new deformed billet steel.

### 2.03 CONCRETE MATERIALS

- A. Cement: ASTM C150, Type I. Type II cement for wastewater structures.
- B. Fine and Coarse Aggregates: ASTM C33.

Nominal maximum size of coarse aggregate not larger than:

1. The narrowest dimension between sides of forms, nor
  2. 1/3 the depth of slabs, nor
  3. 3/4 the minimum clear spacing between individual reinforcing bars or wires, bundles of bars, or ducts.
  4. 4 inches.
- C. Water: Clean, fresh, and free from injurious amounts of oils, acids, alkalis, salts, organic materials, or other substances that may be deleterious to concrete or reinforcement.
  - D. Air Entrainment Admixtures: ASTM C260. 'Darex' by the W. R. Grace Company or approved equal.
  - E. Curing Compound: ASTM C309, Type 1 or Type 1-D, Class A.

### 2.04 CONCRETE MIX

- A. Mix concrete in accordance with ASTM C94.
- B. Compressive Strength: 3000 psi minimum at 28 days for cast-in-place concrete and 4000 psi minimum at 28 days for pre-cast concrete (unless otherwise noted on Drawings).
- C. Slump: 5 inches maximum (Vertical Pours)  
3 inches maximum (Horizontal Pours)  
2 inches minimum (Unless noted otherwise i.e. tremie, curb machine)
- D. Mixing water not to exceed 6 gallons per sack of Portland Cement. This includes water entering the batches as surface moisture on the aggregates, which must be deducted from the specified 6 gallons to determine the amount of mixing water for each batch.

- E. Contain not less than 5 sacks of cement per cubic yard of concrete for 3000 psi concrete and not less than 6 sacks of cement per cubic yard of concrete for 4000 psi concrete.
- F. Air-Entraining admixture to produce 5 percent (+/- 1.5%) entrained air.

## PART 3 EXECUTION

### 3.01 FORMWORK ERECTION

- A. Conforms to the shapes, lines, and dimensions of the members as called for on the Drawings.
- B. Provide bracing to ensure stability of formwork.
- C. Design and construct forms, bracing, and supports to withstand the pressure of freshly placed concrete without bow or deflection.
- D. Hand trim sides and bottom of earth forms; remove loose dirt.
- E. Coordinate Work on Drawings in forming and setting openings, recesses, chases, sleeves, bolts, anchors, and other inserts.
- F. Substantial and sufficiently tight to prevent leakage of mortar. Check forms prior to placing concrete and tighten as required to produce flush surfaces.
- G. Tie metal remaining in the concrete to be at least 3 inches back of the concrete face. Plug holes left by the tie ends with grout.
- H. Chamfer corners of beams, columns, walls and exposed edges or corners of concrete with 3/4 inch by 3/4 inch wood chamfer strips unless otherwise shown on Drawings.
- I. Clean forms and apply form release agents or wet forms prior to concrete placement.
- J. Remove forms in such a manner as to insure the complete safety of the structure. Where the structure as a whole is supported on shores, the removable floor forms, beams and girder sides, column and similar vertical forms may be removed only after concrete has reached 2/3 of its design strength by test and is sufficiently hard not to be injured during form removal. In no case should supporting forms or shoring be removed until the members have acquired sufficient strength to support their weight and the load safely thereon.

### 3.02 REINFORCEMENT

- A. Before placing concrete, clean reinforcement of foreign particles or coatings.
- B. Place, support, and secure reinforcement against displacement.
- C. Lap welded wire mesh at least one full mesh and lace splices with wire. Offset end laps in adjacent widths to prevent continuous laps in either direction.
- D. Avoid splices at points of maximum stress. Provide sufficient lap to transfer the stress between bars by bond and shear.
- E. Make bends for stirrups and ties on bars 5/8 inches in diameter and less, around a pin having a diameter not less than four times the thickness of the bar. Make bends for other bars around a pin having a diameter not less than six times the minimum thickness of the bar, except that for bars larger than one inch but less than 1-3/4 inches, the pin can not be less than eight times the minimum thickness of the bar. Bend all bars cold.

- F. **Splices and Offsets in Reinforcement:** In slabs, beams, and girders, avoid splices of reinforcement at points of maximum stress. Provide sufficient lap to transfer the stress between bars by bond and shear and meet the requirements of ACI 318.

Where changes in the cross section of a column occur, offset the longitudinal bars in a region where lateral support is afforded. Where offset, the slope of the inclined portion should not be more than one in six, and in the case of tied columns, space the ties not more than 3 inches on center for a distance of one foot below the actual point of offset.

- G. **Protection of Reinforcement:** Protect the metal reinforcement by the thickness of concrete indicated on the Drawings. Where not otherwise shown, the thickness of concrete over the reinforcement should be as follows:

Where concrete is deposited against ground without the use of forms, not less than 3 inches for beams and slabs.

Where concrete is exposed to the weather or exposed to the ground but placed in forms, not less than 2 inches for bars more than 5/8 inch in diameter and 1-1/2 inches for bars 5/8 inch or less in diameter.

In slabs and walls not exposed to the ground or to the weather, not less than 1-1/2 inches.  
In beams, girders and columns not exposed to the ground or to the weather, not less than 1-1/2 inches.

In all cases, the thickness of concrete over the reinforcement must be at least 1-1/2 inches.

- H. **Protect reinforcement bars, intended for bonding with future extensions, with concrete or other approved adequate covering.**

### 3.03 JOINTS

- A. **Expansion and Contraction Joints:** Provide expansion joints when slabs on grade join other construction and elsewhere as indicated. Expansion joints are to be one-half (1/2) inch thick when not otherwise noted. Tool edges of slabs at expansion and contraction joints to a one-fourth (1/4) inch radius.
- B. **Construction Joints:** In jointing fresh concrete to that which has already set, the surface of the concrete in place must be thoroughly cleaned and have all laitance removed by cutting with a suitable tool. In addition, wet and slush with a coat of grout, no leaner than one (1) part cement to two (2) parts sand.

### 3.04 CONCRETE MIXING

- A. **Mix until there is a uniform distribution of the materials and discharge completely before the mixer is recharged.**
- B. **For job-mixed concrete, rotate the mixer at a speed recommended by the manufacturer and mix continuously for at least one minute after all materials are in the mixer.**
- C. **Mix and deliver ready-mixed concrete in accordance with ASTM C-94.**
- D. **Wet batches of concrete may be transported in either agitating or nonagitating trucks. When non-agitator trucks are used, the elapsed time between the addition of water to the mix and depositing the concrete in place must not exceed 45 minutes except that when a retardant admixture is used such elapsed time must not exceed 75 minutes. When the handling is done in truck agitators, such elapsed time must not exceed 60 minutes, except that when a retardant admixture is used a maximum elapsed time of 90 minutes will be permitted.**

- E. When concrete arrives on site with slump below that suitable for placing, as indicated by the Specifications, water may be added only if neither the maximum permissible water-cement ratio nor the maximum slump is exceeded.

### 3.05 PLACING CONCRETE

- A. Notify Engineer a minimum of 24 hours prior to commencement of concreting operations.
- B. Equipment for chuting, pumping and pneumatically conveying concrete must be sized and designed as to insure a practically continuous flow of concrete at the delivery end without separation of the materials.
- C. Prevent separation or loss of materials when conveying concrete from mixer to place of final deposit.
- D. No concrete that has partially hardened or been contaminated by foreign material may be deposited on the Work nor retempered concrete.
- E. Deposit as nearly as practicable to its final position to avoid segregation due to rehandling or flowing.
- F. During placement, thoroughly work concrete around reinforcement and embedded fixtures and into the corners of the forms.
- G. At all times, concrete is to be plastic and flow readily into the space between the bars.

When concreting is once started, carry on as a continuous operation until the placing of the panel or section is completed. The top surface to be generally level.

- H. Consolidate placed concrete by mechanical vibrating equipment supplemented by hand-spading, rodding or tamping. Use vibrators designed to operate with vibratory element submerged in concrete.

### 3.06 UNDER-WATER PLACING (Done only on approval of Engineer)

- A. When conditions require placing through water, a tremie or drop-bottom bucket should be used and the Work must be well supervised. Every precaution must be taken to prevent the cement from washing out of concrete. The tremie is to be water-tight and large enough to allow a free flow of concrete. It must be kept filled with concrete at all times while depositing. Discharge concrete and spread by moving the tremie as to maintain as nearly as practicable a uniform flow and avoid dropping the concrete through water. If the charge is lost while depositing, the tremie must be withdrawn and refilled. Maintain concrete slump between 6 and 7 inches. Tremie concrete must be pumped into place instead of gravity placed.

### 3.07 COLD WEATHER PLACEMENT

- A. Provide adequate equipment for heating the concrete materials and protecting the concrete during freezing or near-freezing weather. No frozen materials or materials containing ice can be used.
- B. All concrete materials and all reinforcement, forms, fillers and ground with which the concrete is to come in contact must be free from frost. Whenever the temperature of the surrounding air is below 40 degrees F, all concrete placed in the forms must have a temperature of between 70 degrees F and 80 degrees F, and adequate means to provide for maintaining a temperature of not less than 70 degrees F for 3 days or 50 degrees F for 5 days. The housing covering or other protection used in connection with curing must remain in place and intact at least 24 hours after the artificial heating is discontinued. No dependence can be placed on salt or other chemicals for the prevention of freezing.

### 3.08 HOT WEATHER PLACEMENT

- A. Cool ingredients before mixing to maintain concrete temperature at time of placement below 90 degrees F. Mixing water may be chilled, or chopped ice may be used to control the concrete temperature, provided the water equivalent of the ice is calculated to the total amount of mixing water.
- B. A shorter mixing time than specified in ASTM C94 may be required. When the air temperature is between 85 and 90 degrees F, reduce the mixing and delivery time from 90 minutes to 75 minutes, and when the air temperature is above 90 degrees F, reduce the mixing and delivery time to 60 minutes.

Cover reinforcing steel with water-soaked burlap if it becomes too hot, so that the steel temperature will not exceed the ambient air temperatures immediately before embedment in concrete. Wet forms thoroughly before placing concrete.

Do not use retarding admixtures without the written approval of the Engineer.

### 3.09 FINISHING CONCRETE

- A. Rough finish for concrete surfaces not exposed to view in the finish Work or covered by other construction.
- B. Strike - off smooth and finish with a texture matching adjacent formed surfaces at tops of walls, horizontal offsets and similar unformed surfaces occurring adjacent to formed surfaces.
- C. Provide a uniform smooth rubbed finish on exposed formed concrete walls, columns, and beams.
- D. Float finish monolithic slab surfaces that are to receive trowel finish or other finish.
  - 1. Trowel Finish: After floating, begin first trowel finish operation using a power-driven trowel. Begin final troweling when surface produces a ringing sound as trowel is moved over surface. Consolidate concrete surface by final hand-troweling operation, free of trowel marks, uniform in texture and appearance, and with a surface plane tolerance not exceeding 1/4" in 10 feet when tested with a 10 foot straight-edge. Grind smooth surface defects which would show through applied floor covering system.
  - 2. Non-slip Broom Finish: Apply non-slip fine-hair broom finish to sidewalks, driveways, handicap ramps, curbs, or other items as noted on the Drawings.

### 3.10 CURING

- A. Protect freshly placed concrete from premature drying or heat, and maintain without drying at a relatively constant temperature for a period of time necessary for hydration of cement and proper hardening.
- B. Start initial curing as soon as free water has disappeared from concrete surface after placing and finishing. Weather permitting, keep continuously moist for not less than 72 hours.
- C. Continue curing for a least 7 days and in accordance with ACI 301 procedures. Avoid rapid drying at end of final curing period.
- D. In lieu of moist curing, spray a clear liquid membrane curing compound on all new concrete immediately after initial set. Rate of application to be 200 square feet per gallon or as recommended by the manufacturer.

### 3.11 TESTS

- A. Testing and analysis of concrete will be performed by an independent testing laboratory.
- B. Test firm will take cylinders and perform compression tests in accordance with ASTM C31, ASTM C39, and ASTM C192.
- C. Number of cylinders and frequency of tests will be designated by the Engineer.
- D. One slump test will be performed per ASTM C143 for each set of test cylinders taken.
- E. Cure specimens under laboratory conditions except that when in the opinion of the Engineer, there is a possibility of the surrounding air temperature falling below 40 degrees F., additional specimens may be required and cured under job conditions.
- F. If the average strength of the laboratory control cylinders for any portion of the structure falls below the compressive strengths called for on the Drawings, the Engineer has the right to order a change in the proportions or the water content for the remaining portion of the structure. If the average strength of the job-cured cylinders falls below the required strength the Engineer has the right to require conditions of temperature and moisture necessary to secure the required strength and may require tests in accordance with ASTM C42, or order load tests to be made on the portions of the structure so affected. Remove or replace failing concrete if directed by the Engineer.

### 3.12 PROTECTION

- A. Protect concrete from damage until final acceptance of Work.

END OF SECTION

**APPENDIX A**

**PALM BEACH COUNTY ROW CONSTRUCTION – UTILITY PERMIT**

PALM BEACH COUNTY LAND DEVELOPMENT DIVISION  
RIGHT-OF-WAY CONSTRUCTION - UTILITY PERMIT -

Permit not valid unless pink copy is signed  
and returned within 15 days after pick up to:

Palm Beach County  
Land Development Division  
2300 N. Jog Road  
West Palm Beach, FL 33411-2745

PERMIT NUMBER UT32214-0414  
ISSUANCE DATE 04/23/2014  
EXPIRATION DATE 10/23/2014

S 17 T 44 R 43

PERMITTEE Lake Worth Utilities Department  
301 College Street  
Lake Worth, FL 33460  
FEE **WAIVED**  
CONTACT Shampale Holland  
(561) 683 - 3113

PROJECT DESCRIPTION FLORIDA MANGO ROAD FROM GREGORY ROAD TO 10TH AVE N

LOCATION 10TH AVENUE NORTH - REPLACE THE ARV ON AN EXISTING FORCE MAIN IN THE NORTH R/W APPROX. 200 FEET EAST OF FLORIDA MANGO ROAD  
FLORIDA MANGO RD - REPLACE THE ARVs ON AN EXISTING FORCE MAIN WITHIN THE EAST R/W BETWEEN GREGORY ROAD AND 10TH AVENUE NORTH

REFERENCED PLANS CO-2, C1-5, C1-6, C1-7, C1-8, C5-1, C5-2

Permit is hereby granted for the work within the right-of-way as shown on the referenced plans, subject to provisions of Chapters 125.42.337.401 through 337.404, current Florida Statutes, the Conditions on the back of this permit, and the following conditions:

1. Prior to scheduling a final field review with Construction Coordination, the permittee shall submit to the Land Development Division a signed and sealed certification of completion from the Engineer-of-Record for the above work, referencing the permit number and indicating the work was completed in substantial accordance with the approved plans.
2. At the time the permit is picked up from the Land Development Division, the Permittee shall submit surety in the amount of (\$20,845.00) to guarantee restoration of the pavement cut(s). Two satisfactory reviews from the PBC Construction Coordination Division shall be obtained by the permittee in order for the full amount of surety to be returned; one for the initial final field review, the second six months after the initial final field review. If the County is required to maintain or restore the cut(s) because the Permittee fails to properly do so, the County shall utilize all or a portion of the surety as reimbursement.
3. The Permittee is required to coordinate with the property's applicable Drainage District for all work proposed or drainage discharge into that District's rights of way or easements.
4. Contact the Construction Coordination Division at (561) 684-4180, 48 hours before commencement of work. (See Condition Number 1 on the back of this permit.)
5. The Permittee is responsible to contact Palm Beach County Department of Environmental Resources Management (561) 233-2400 to obtain any approvals that office may require due to the work proposed by this permit.
6. The Permittee is responsible to submit a Traffic Control and/or Pedestrian plan to Ed McClane in the Palm Beach County Traffic Division (561) 684-4030. The plan shall be submitted a minimum of 2 weeks before start of construction, and the Permittee shall ensure the plan be approved prior to start of construction.
7. Sidewalk and pathway restoration should have a 1.5% max cross slope.
8. All construction and restoration work shall comply with the latest edition of the FDOT Standard Index and the FDOT Standard Specifications for Road and Bridge Construction.
9. All structure tops shall be traffic load bearing.

This permit shall become void if the pink copy of the permit is not signed and returned to this office within 15 days after pickup; or, if returned, Condition Number 1 on the back of this permit is not complied with. Certification of Occupancy (if applicable) will be withheld until the Certification of Completion from the engineer of record (if applicable) and a satisfactory field review by the Palm Beach County Construction Coordination Division have been received by the Land Development Division.



PERMITTEE SIGNATURE (AUTHORIZED  
SIGNATURE OR DULY AUTHORIZED AGENT)

COUNTY APPROVAL  
Joanne M. Keller, P. E., Director  
Land Development Division

\_\_\_\_\_  
SIGNATURE

Shampale Holland

\_\_\_\_\_  
PLEASE PRINT OR TYPE

Control Number  
PR No. N/A  
Related Permit N/A

cc: Construction Coordination Division w/plans  
C. Henry Glaus - Mock Roos and Associates, Incorporated  
Permittee w/plans

**CONDITIONS FOR RIGHT-OF-WAY CONSTRUCTION (UTILITIES)**

1. The Construction Coordination Division shall be contacted 48 hours before commencement of work to establish the start date and establish a timeline when field review(s) of the work are required. Construction shall be done Monday through Friday. Weekend work shall be approved by Construction Coordination 48 hours before Saturday. Plans bearing the approval stamp of the County Engineer and the approved permit shall be at the work site. Work may proceed beyond the permit expiration date if a start date was established and work started prior to the permit expiration date. When work is complete and the engineer's certification of completion has been submitted to the Land Development Division, the permittee/representative/engineer (as applicable) shall schedule a final review with Construction Coordination Division. If a permitted project has been completed but does not require an engineer's certification, the permittee/representative (as applicable) shall submit a letter to the Land Development Division indicating the work is complete and ready for final field review. Land Development will notify the permittee/representative to schedule final field reviews with Construction Coordination.
2. The permittee understands and agrees that the rights and privileges herein set out are granted only to the extent of the County's right, title and interest in the land to be entered upon and used by the permittee. THE PERMITTEE WILL AT ALL TIMES ASSUME ALL RISK AND FURTHER WILL INDEMNIFY, DEFEND, AND SAVE HARMLESS PALM BEACH COUNTY FROM AND AGAINST ALL LOSS, DAMAGE, COST OR EXPENSE ARISING IN ANY MANNER (INCLUDING ALL LITIGATION COSTS AND ATTORNEY FEES), ON ACCOUNT OF THE EXERCISE OR ATTEMPTED EXERCISE BY SAID PERMITTEE OF THE AFORESAID RIGHTS AND PRIVILEGES REGARDLESS OF THE APPORTIONMENT OF NEGLIGENCE OF THE PARTIES INVOLVED. THE PERMIT HOLDER, THEREFORE, AGREES TO INDEMNIFY THE COUNTY FOR THE COUNTY'S OWN NEGLIGENCE. It is specifically understood that the limits of this indemnification are the COUNTY'S statutory liability limits under Section 768.28, Florida Statute, or any successor legislation in effect at the issuance of said permit. The existing statutory limits under 768.28, Florida Statute are hereby recognized as the Statute ("Construction Contracts") should that statute be deemed to apply.
- 2a. The following condition is applicable when the permittee is a governmental agency: That Agency shall indemnify, defend and hold County harmless against any actions, claims or damages arising out of Agency's negligence and Agency's exercise of the rights granted by this Agreement to the extent permitted by law. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute an agreement by Agency to indemnify County of County's negligence.
3. Permittee assumes full responsibility to maintain all areas under construction safe for the public and to properly route and direct traffic through the construction area. All traffic control operations shall be done in accordance with the current *Manual on Uniform Traffic Control Devices* (Part VI). Supplements to this manual are the Florida Department of Transportation's Roadway and Traffic Design Standards (Index 600) and Standard Specifications for Road and Bridge Construction (latest edition). No obstruction of the travel lanes between 7 a.m. to 9 a.m. and 3 p.m. to 6 p.m. Monday thru Friday, unless approved by the Palm Beach County Traffic Engineering Division. No time restrictions for local and subdivision roads, or for construction done Saturday or Sunday.
4. Florida Statute 336.048 – Temporary closing traveling lane of road: Whenever any road on the county road or city street system is repaired, reconstructed, or otherwise altered in a manner that necessitates the closing of one or more traveling lanes of the road for a period of time exceeding 2 hours, the party performing such work shall give notice to the appropriate local law enforcement agency within whose jurisdiction such road is located prior to commencing work on the project. However, when the closing of one or more lanes is required because of emergency conditions, such notice shall be waived.
5. Permittee hereby acknowledges the COUNTY'S right to inspect the area governed by this permit at any time prior to final acceptance by the COUNTY to assure compliance with all plans and specifications. All reviews, however, shall be performed at the COUNTY'S discretion and are strictly to assure compliance with project plans and specifications. PERMITTEE HEREBY ACKNOWLEDGES THAT THE COUNTY VIA SAID REVIEWS IS NOT THE EMPLOYER, SUPERVISOR, PRINCIPAL OR AGENT OF PERMITTEE. Permittee is at all times an independent contractor with full responsibility for all obligations and responsibilities imposed under this permit and imposed by law.
6. If a County maintained Thoroughfare Plan Road is open cut, the procedures in Land Development Division PPM EL-O-3605, including Form 3605.1 (Open Cut Restoration for Thoroughfare Plan Roads) shall be adhered to. If a Non-Thoroughfare Plan Road is open cut, Land Development Division PPM EL-O-3606, including Form 3606.1 (Open Cut Restoration for Non-Thoroughfare Plan Roads) shall be adhered to.
- 6a. If an asphalt driveway is cut and patched, the entire driveway shall be overlaid with a minimum one inch of asphalt, or entirely replaced. If a concrete driveway is cut, it shall be entirely replaced. Replacement area is from the intersecting road to the property line.
7. All areas in the right-of-way shall be left in a condition equal to or better than existed prior to construction. Shoulders disturbed within 8 feet of the edge of pavement shall be stabilized a minimum 50 PSI Florida Bearing Value, 6 inches in depth. Existing drainage shall not be impeded. Sidewalk areas disturbed during construction shall be maintained until repaved. Prior to or concurrent with final review, the permittee shall submit to the Construction Coordination Division copies of density reports done by an independent testing laboratory. If the construction should fail within one year from the date of final review by the Construction Coordination Division, the permittee is responsible for restoration.
8. The permittee certifies notification has or will be given at least 48 hours (excluding Saturday, Sundays and legal holidays) prior to starting excavation, to anyone having the right to bury gas pipe line within the public or private street, alley, right-of-way or gas utility easement for purposes of obtaining information concerning the possible location of gas pipe lines in the area of proposed excavation.
9. The permitted work shall be coordinated with any Utility or Cable TV facilities in the area of construction.
10. The permittee/developer shall provide and install pavement markings (thermoplastic, unless approved otherwise by the Palm Beach County Traffic Engineer), and reflective pavement markers in accordance with Palm Beach County Traffic Division's latest Typicals for Pavement Markings, Signing and Geometrics.
11. If traffic signalization equipment is in the area of construction, notify Palm Beach County Traffic Operations at (561) 233-3900. Do not disturb any material within six feet of a traffic signal pole or a guy wire and anchor. If damage to the equipment occurs during construction, it shall be repaired by Traffic Operations at the permittee's expense.
12. Provide a minimum cover of 36 inches in the right-of-way of Thoroughfare Plan Roads and a minimum of 30 inches for all others. Maintain a minimum clearance of 12 inches over or under drainage facilities.
13. When plastic pipe is permitted for boring, it shall meet the standards as set forth in the latest Florida Department of Transportation Design Standards.
14. If previously approved construction is underway in the same location as indicated on this permit, the permittee shall obtain permission to work from the contractor doing the underway construction. If not granted, the construction under this permit shall not be done until the underway construction is finalized by the Palm Beach County Construction Coordination Division.
15. In the event of widening, repair, or reconstruction of the subject road(s), the Permittee, any successors, legal heirs or assigns, shall upon request and within 30 days after notice by the Office of the County Engineer, remove or relocate the item(s) permitted within the right-of-way of the subject road(s) at no expense to Palm Beach County.
17. Issuance of this permit does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.
18. All applicable state or federal permits must be obtained before any development is commenced.

Fees pursuant to Section 42-62 Fees, of Article IV, Public Rights-of-Way Permit Requirement and Fee Schedule, Chapter 42, Code of Laws and Ordinances of Palm Beach County, Florida (Ordinance 2008-006).

The minimum fee for any application shall not be less than one hundred fifty dollars (\$150). The minimum fee shall be paid at time of application, and any balance due shall be paid prior to issuance of the permit.

PERMIT NO.: UT32214-0414      ROAD NAME: 10TH AVENUE NORTH      JOB NO.: B0048.01

<u>TYPE OF PERMIT</u>	<u>FEE</u>	<u>QUANTITY</u>	<u>AMOUNT DUE</u>
1 Installation of Manhole/Catch Basin/Cabinet/Juction Box Construction or installation of individual catch basins, manholes or junction boxed not erected in connection with an installation governed by 1 or 2 above Construction or installation of individual	\$100.00	6.00	\$600.00
			<u>\$600.00</u>

pc: Permittee

Total Permit Fee	<b>\$600.00</b>
Less Fee Paid	<b>\$0.00</b>
<b>Balance</b>	<b>WAIVED</b>

Item	Description	Est. Quantity	Unit	RP Utilities		Johnson-Davis		Madsen-Barr Corp	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
<b>Schedule A - General Requirements</b>									
A-1.	Bonds and Insurance	1	LS		\$12,000.00		\$10,000.00		\$4,500.00
A-2.	Mobilization/Demobilization/General Conditions	1	LS		15,000.00		20,000.00		3,500.00
A-3.	Maintenance of Traffic (12 sites)	1	LS		6,000.00		10,000.00		9,000.00
A-4.	Video Taping of Existing Conditions	1	LS		1,500.00		2,600.00		3,300.00
A-5.	Prepare & Furnish Record Drawings	1	LS		14,000.00		15,000.00		3,200.00
A-6.	General Allowance	1	LS		50,000.00		50,000.00		50,000.00
<b>Total Schedule A</b>					\$98,500.00		\$107,600.00		\$73,500.00
<b>Schedule B - ARV Replacement</b>									
B-1.	ARV No. 1	1	LS		\$12,255.71		\$22,000.00		\$24,750.00
B-2.	ARV No. 2	1	LS		12,255.71		22,000.00		25,150.00
B-3.	ARV No. 3	1	LS		12,255.71		22,000.00		26,250.00
B-4.	ARV No. 4	1	LS		12,255.71		22,000.00		26,350.00
B-5.	ARV No. 5	1	LS		11,000.00		15,000.00		23,650.00
B-6.	ARV No. 6	1	LS		12,255.71		22,000.00		25,825.00
B-7.	ARV No. 9	1	LS		11,000.00		18,000.00		28,225.00
B-8.	ARV No. 10	1	LS		12,255.71		43,000.00		34,100.00
B-9.	ARV No. 11	1	LS		12,255.71		30,000.00		32,800.00
B-10.	ARV No. 12	1	LS		11,000.00		20,000.00		32,100.00
B-11.	ARV No. 13	1	LS		12,255.71		30,000.00		32,600.00
B-12.	ARV No. 14	1	LS		12,255.71		30,000.00		33,250.00
B-13.	ARV No. 15	1	LS		11,000.00		20,000.00		26,750.00
B-14.	ARV No. 16	1	LS		12,255.71		20,000.00		24,775.00
B-15.	ARV No. 17	1	LS		12,255.71		22,000.00		26,200.00
B-16.	ARV No. 18	1	LS		12,255.71		22,000.00		26,125.00
B-17.	ARV No. 20	1	LS		11,000.00		20,000.00		25,000.00
B-18.	ARV No. 21	1	LS		11,000.00		20,000.00		26,100.00
<b>Total Schedule B</b>					\$213,068.52		\$420,000.00		\$500,000.00
<b>Schedule C - Alternate Bid Items</b>									
C-1.	Wet Tap connection to existing PCCP FM	6	EA	\$600.00	\$3,600.00	\$6,500.00	\$39,000.00	\$3,333.00	\$19,998.00
C-2.	Furnish Utility Crew & Equipment for Addl Work as Ordered	16	HR	212.50	3,400.00	400.00	6,400.00	405.00	6,480.00
<b>Total Schedule C</b>					\$7,000.00		\$45,400.00		\$26,478.00
<b>Total Schedules A, B, and C</b>					\$318,568.52		\$573,000.00		\$599,978.00

Item	Description	Est. Quantity	Unit	Foster Marine Cont.		D.S. Eakins		Man-Con Inc.	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
<b>Schedule A - General Requirements</b>									
A-1.	Bonds and Insurance	1	LS		\$10,000.00		\$10,048.00		\$16,000.00
A-2.	Mobilization/Demobilization/General Conditions	1	LS		11,440.00		35,000.00		36,000.00
A-3.	Maintenance of Traffic (12 sites)	1	LS		9,000.00		17,000.00		120,000.00
A-4.	Video Taping of Existing Conditions	1	LS		3,400.00		3,968.00		7,500.00
A-5.	Prepare & Furnish Record Drawings	1	LS		12,000.00		19,730.00		9,000.00
A-6.	General Allowance	1	LS		50,000.00		50,000.00		50,000.00
<b>Total Schedule A</b>					\$95,840.00		\$135,746.00		\$238,500.00
<b>Schedule B - ARV Replacement</b>									
B-1.	ARV No. 1	1	LS		\$31,000.00		\$29,036.00		\$33,000.00
B-2.	ARV No. 2	1	LS		32,000.00		29,436.00		33,000.00
B-3.	ARV No. 3	1	LS		31,000.00		28,556.00		33,000.00
B-4.	ARV No. 4	1	LS		32,000.00		28,556.00		33,000.00
B-5.	ARV No. 5	1	LS		30,000.00		22,179.00		28,000.00
B-6.	ARV No. 6	1	LS		32,000.00		28,596.00		33,000.00
B-7.	ARV No. 9	1	LS		32,000.00		18,060.00		33,000.00
B-8.	ARV No. 10	1	LS		40,000.00		28,081.00		48,000.00
B-9.	ARV No. 11	1	LS		31,000.00		33,591.00		48,000.00
B-10.	ARV No. 12	1	LS		26,000.00		29,586.00		38,000.00
B-11.	ARV No. 13	1	LS		30,000.00		33,471.00		48,000.00
B-12.	ARV No. 14	1	LS		28,000.00		24,811.00		43,000.00
B-13.	ARV No. 15	1	LS		25,000.00		27,056.00		28,000.00
B-14.	ARV No. 16	1	LS		24,000.00		24,044.00		28,000.00
B-15.	ARV No. 17	1	LS		33,000.00		29,516.00		33,000.00
B-16.	ARV No. 18	1	LS		32,000.00		26,096.00		33,000.00
B-17.	ARV No. 20	1	LS		22,000.00		26,969.00		28,000.00
B-18.	ARV No. 21	1	LS		23,000.00		27,239.00		28,000.00
<b>Total Schedule B</b>					\$534,000.00		\$494,879.00		\$629,000.00
<b>Schedule C - Alternate Bid Items</b>									
C-1.	Wet Tap connection to existing PCCP FM	6	EA	\$4,300.00	\$25,800.00	\$7,285.00	\$43,710.00	\$12,500.00	\$75,000.00
C-2.	Furnish Utility Crew & Equipment for Addl Work as Ordered	16	HR	460.00	7,360.00	350.00	5,600.00	1,200.00	19,200.00
<b>Total Schedule C</b>					\$33,160.00		\$49,310.00		\$94,200.00
<b>Total Schedules A, B, and C</b>					\$663,000.00		\$679,935.00		\$961,700.00



## CITY OF LAKE WORTH

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

**AGENDA DATE:** August 19, 2014 Regular Meeting

**DEPARTMENT:** Water/Sewer Utilities

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### EXECUTIVE BRIEF

#### **TITLE:**

Contract with Florida Design Contractors, Inc., proposal with Mock Roos and Associates, and Materials Testing Allowance with Testing Lab of the Palm Beaches

#### **SUMMARY:**

The Contract and Proposal authorizes construction phase services and construction of Disinfection System and Instrumentation improvements and Allowance authorizes for materials testing.

#### **BACKGROUND AND JUSTIFICATION:**

The Lake Worth Water Treatment Plant requires additional facilities to achieve compliance with the new "Four-Log Virus Inactivation" requirements. These improvements will alter the existing water treatment process in order to remove 99.99% of viruses through filtration and disinfection. These requirements are defined in the federal Ground Water Rule and Rule 62-550.828 Florida Administrative Code. Refer to enclosed Four Log Virus Treatment Frequently Asked Questions.

The Lake Worth Water Treatment Plant is now comprised of two separate treatment systems: The original Lime Softening Plant, and the new Reverse Osmosis Plant. These improvements will consist of bringing each of these separate systems into Four-Log compliance. The two process waters will be blended together in the North Clearwell. Modifications will include:

1. Reverse Osmosis Degassed Permeate Pipeline Modifications
2. Ammoniator Installation and Instrumentation
3. East Clearwell Modifications
4. North Clearwell Modifications

The City's Utilities Department solicited bids from contractors for the construction of Water Treatment Plant Disinfection System and Instrumentation Improvements, under Bid IFB-UT-WT-13-14-118. The lowest bid for the sum of \$744,000 was from Florida Design Contractors, Inc. Mock Roos & Associates are recommending award of the Bid to Florida Design Contractors, Inc.

Mock Roos & Associates was the Engineering Consulting firm selected by the City as the number one ranked firm for a continuing services contract, RFQ 12-13-302, through the Consultant's Competitive Negotiation Act (Florida State Statutes 287.055) procurement process. Under this agreement, they have been selected to perform construction phase services for the construction of the proposed Water Treatment Plant Disinfection System and Instrumentation Improvements by the Lake Worth Utilities Department.

#### **MOTION:**

I move to approve/disapprove a Contract with Florida Design Contractors, Inc at a cost not to exceed \$744,000; Proposal with Mock Roos and Associates at a price not to exceed \$59,900; and materials testing allowance with Testing Lab of the Palm Beaches at a cost not to exceed \$2,000.

#### Attachments

- 1) Fiscal Analysis
- 2) Florida Design Contractors, Inc Contract
- 3) Mock Roos Construction Phase Services Proposal
- 4) Bid Tabulation
- 5) Recommendation for Award Letter

## FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	805,900	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	805,900	\$0	\$0	\$0	\$0

No. of Additional Full-Time Employees	0	0	0	0	0
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### B. Recommended Source of Funds/Summary of Fiscal Impact

The funds have been identified in the FY2014 Water Treatment Capital budget from account 402-7022-533.63-00. However, a budget transfer for \$115,892 will be done from Project #WT-1304 to project #WT-1402 to cover the total cost of \$805,900.

Utilities/Water Production							
Account Number	Account Description	Project #	FY 2014 Proposed Budget	Current Balance	Budget Transfer	Agenda Item Expenditures	Remaining Balance
402-7022-533.63-00	Water CIP	WT-1402	\$770,000	690,008	115,892	-\$805,900	\$0

### C. Fiscal Review:

Larry Johnson – Director  
 Monica Morandi –Engineer  
 Clyde Johnson - Finance

**PROJECT MANUAL**

**Water Treatment Plant  
Disinfection System and  
Instrumentation Improvements  
City of Lake Worth  
Lake Worth Solicitation No. IFB UT-WT-13-14-118**

May 2014

*Prepared by:*

Mock, Roos & Associates, Inc.  
Engineers-Surveyors-Planners  
5720 Corporate Way  
West Palm Beach, Florida

Engineer's Project  
No. B2002.02

PROJECT: Water Treatment Plant Disinfection System and  
Instrumentation Improvements, City of Lake Worth

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PROJECT: Water Treatment Plant Disinfection System and Instrumentation Improvements, City of Lake Worth Solicitation No. IFB UT-WT-13-14-118

Date: May 8, 2014

**00020  
INVITATION TO BID**

Sealed bids, in duplicate, will be received by City of Lake Worth Procurement Office, City Hall, 2<sup>nd</sup> Floor, 7 North Dixie Highway, Florida 33460 for the subject Project until 2:00 p.m., local time, June 12, 2014, 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:

Drawings:	\$33.02 plus \$1.98 sales tax	=	\$ 35.00
Project Manual:	\$28.30 plus \$1.70 sales tax	=	\$ 30.00
Complete Set (Drawings and Project Manual):			\$ 65.00

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 - Sunday, May 11, 2014

**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 120th 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). All Addenda are a part of the Bid documents and each Bidder will be bound by such Addenda, whether or not received by the Bidder. It is the responsibility of each Bidder to verify that he or she has received all Addenda issued before Bids are opened.

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. If applicable, the bid will be opened in accordance with sec. 255.0518, Florida Statutes.

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 and subject to the Owners Local Preference Policy. No bidder shall be accepted from, nor will any Contract be awarded to any Bidder who is in arrears to the Owner upon any debt or Contract or who is a defaulter as surety or otherwise upon any obligation to the Owner or who has failed to perform faithfully any previous Contract with the Owner or other party as determined by the Owner.

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. In the event the successful Bidder fails to execute the Contract and return same to the Owner within the stipulated fifteen (15) days, the Owner may disqualify the Bid, and said Bidder shall not be permitted to contest to the contrary and does waive such right upon submitting a Bid.

## **19. DISQUALIFICATION OF BIDDER**

19.1 Bidder may be disqualified and its Bid rejected for any of the following:

- a) Bidder does not meet the Competency of Bidder and Reference requirements set forth herein.
- b) Reason to believe that collusion exists among or between Bidders
- c) Unbalanced Bid; that is, Bid in which the prices bid for some items are out of all proportion to those Bids of others.
- d) Bidder's uncompleted workload, which in the judgment of the Owner, may cause detrimental impact or impair the prompt completion of this Contract.
- e) Lack of responsibility on the part of Bidder, (for example, no Bidder would be considered responsible who had failed to carry out any Contract in which the Owner had been directly or indirectly concerned), or to which Bidder failed to perform on other projects.
- f) A determination by Owner of the Contractor's lack of experience or lack of competency as may be revealed by qualification statements, financial statements, experience records, references, or other questionnaires.
- g) Substantial evidence of bad character or dishonesty.
- h) Bidder is involved in any current litigation with Owner.
- i) Bidder has defaulted on any contract or is in arrears on any contract.

## **20. LICENSES, PERMITS, AND CERTIFICATION**

20.1 When applicable, vendor must hold a Certificate of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing.

20.2 An Occupational License obtained from the Owner shall be required of any person maintaining a permanent business location or branch office within the City of Lake Worth.

20.3 A copy of any licenses and permits shall be submitted with the Bid and must be in the name of the vendor shown on the Bid submittal.

## **21. PREPARATION EXPENSE**

21.1 Neither the Owner nor its representatives will be liable for any expenses incurred in connection with the preparation, presentation or submittal of any Bid.

## **22. NON-COLLUSION**

22.1 Bidder certifies that this Bid is made without prior understanding, agreement, or connection with any individual, firm, partnership, corporation or other entity submitting a Bid for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates, or gratuities are permitted with, prior to, or after any delivery of material or

provisions of services. Any violation of this provision may result in Contract cancellation, return of materials or discontinuation of services, and the possible removal of Bidder from the vendor Bid list(s).

### **23. CODE OF ETHICS**

23.1 If any Bidder violates or is a party to a violation of the Code of Ethics of the Owner, Palm Beach County, and/or of the State of Florida with respect to this Bid, such Bidder may be disqualified from performing the work described in this Bid or from furnishing the goods or services for which this Bid is submitted and may be further disqualified from bidding on any future Bids for work or for goods or services for the Owner.

### **24. CONFLICT OF INTEREST**

24.1 The award is subject to any and all applicable conflict of interest provisions found in the policies or Code of Ordinances of the City, the Palm Beach County Code of Ethics, and found in the Florida Statutes. All Bidders must complete the Conflict of Interest Form attached hereto.

### **25. DRUG FREE WORKPLACE PROGRAMS**

25.1 Preference may be given to businesses with Drug-Free Work Place Programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the Owner for the procurement of commodities or contractual services, a Bid received from a business that completes the attached DFW form certifying that it is a DFW may be given preference in the award process.

### **26. LEGAL REQUIREMENTS**

26.1 Federal, State, County and Owner laws, ordinances, rules, codes, guidelines, directives and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility.

### **27. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT**

27.1 The Bidder certifies that all equipment and materials contained in this Bid shall meet all O.S.H.A. requirements. Bidder further certifies that, if it is the successful Bidder and the equipment and/or materials delivered are subsequently found to be deficient in any O.S.H.A. requirements in effect on the date of delivery, all costs necessary to bring the equipment and/or materials into compliance with the aforementioned requirements shall be borne by the Bidder.

### **28. NON-APPROPRIATIONS**

28.1 The obligations of the Owner to make a Bid award and sign an agreement under the terms of this "Invitation to Bid" are contingent upon funds lawfully appropriated for this purpose. Should funds not be appropriated for this purpose, the Owner, at its sole discretion, shall have the right to reject all Bids.

### **29. FLORIDA PUBLIC RECORDS ACT AND CONTRACT CONTENT OWNERSHIP**

29.1 All material submitted regarding this Bid becomes the property of the Owner. Pursuant to sec. 119.07(1), Fla. Stat., sealed Bids received by the Owner pursuant to a competitive solicitation are subject to disclosure when the Owner provides notice of an intended decision or until thirty (30) after opening of the Bids, whichever is earlier. If the Owner rejects all bids submitted in response to a competitive solicitation and the Owner concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids remain exempt from sec. 119.07(1), Fla. Stat., until such time as the Owner provides notice of an intended decision concerning the reissued competitive solicitation or until the Owner withdraws the reissued competitive solicitation. A Bid is not exempt from disclosure for longer than 12 months after the initial notice rejecting all Bids made by the Owner. Bidder should take special note of this as it relates to any proprietary information that might

be included in their offer. Any resulting contract may be reviewed by any person after the contract has been executed by the Owner. The Owner has the right to use any or all information/material submitted in response to this bid and/or any resulting contract from the same. Disqualification of a Bidder does not eliminate this right.

29.2 Contractor shall comply with Florida's Public Records Laws, and, if applicable, 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.

END OF SECTION

**BID FORM MUST BE SUBMITTED IN DUPLICATE**

BIDDER: Florida Design Contractors, Inc.

PROJECT: Water Treatment Plant Disinfection System and Instrumentation Improvements, City of Lake Worth

DATE: June 12, 2014  
(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
May 20, 2014	1
June 6, 2014	2
June 11, 2014	3

(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- through 00300- ):

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 90 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 120 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 5% 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. CGC040304.

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 Florida Design Contractors, Inc. (SEAL)  
(Corporation Name)

Florida  
(State of Incorporation)

By Thomas H. Clarke (Name of Person Authorized to Sign)

President (Title)

\_\_\_\_\_ (Signature)

(Corporate Seal)

Attest Joann Escott (Secretary)

\_\_\_\_\_ (Signature)

Business address: 1326 S. Killian Drive

Lake Park, FL 33403

Phone No. : 561-845-1233

**Water Treatment Plant Disinfection System and Instrumentation Improvements  
Schedule of Values**

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Amount</u>
<b>A. General</b>				
1.	Mobilization	1	LS	\$ 37,000.00
2.	Bonds and Insurance	1	LS	\$ 10,000.00
3.	Permit Fees	1	LS	\$ 20,000.00
4.	Video Inspection of Site	1	LS	\$ 2,000.00
5.	Record Drawings	1	LS	\$ 2,000.00
6.	General Allowance	1	LS	\$40,000.00
			<b>Subtotal A</b>	<b>\$ 111,000.00</b>
<b>B. Utilities</b>				
1.	Ammonia Gas Feed System	1	LS	\$ 35,000.00
2.	Ammonia Room Flexible Tubing and Valves	1	LS	\$ 10,000.00
3.	Ammonia Feed Piping	1	LS	\$ 25,000.00
4.	Ammonia Injector	1	LS	\$ 2,000.00
5.	Caustic Feed Piping and Valves	1	LS	\$ 25,000.00
6.	Caustic Injector	1	LS	\$ 2,000.00
7.	Clearwell Baffle Walls	1	LS	\$ 100,000.00
8.	East Clearwell Weir Overflow Box	1	LS	\$ 20,000.00
9.	East Clearwell Access Hatch at Weir Box	1	LS	\$ 5,000.00
10.	24" Clearwell Interconnect Piping	1	LS	\$ 15,000.00
11.	24" Butterfly Valve	1	LS	\$ 10,000.00
12.	Clean & Disinfect East Clearwell	1	LS	\$ 20,000.00
13.	Clean & Disinfect North Clearwell	1	LS	\$ 20,000.00
14.	Clean & Disinfect 1.5 MG Ground Storage Tank	1	LS	\$ 5,000.00
15.	Concrete Sidewalk & Gravel area	1	LS	\$ 5,000.00
16.	Permeate Static Mixer	1	LS	\$ 40,000.00
17.	Permeate Pipe Modifications	1	LS	\$ 15,000.00
18.	Air Release Valve	1	LS	\$ 2,000.00
19.	Sample Lines and Valves	1	LS	\$ 5,000.00
20.	Sample Panel Drain Trough & Drain Pipe	1	LS	\$ 10,000.00
21.	Water Service for Ammonia Feed Unit	1	LS	\$ 5,000.00
22.	Walkway Grating	1	LS	\$ 1,000.00
23.	Paving and Misc.	1	LS	\$ 20,000.00
			<b>Subtotal B</b>	<b>\$ 397,000.00</b>
<b>C. Electrical</b>				
1.	Ammoniator Instrumentation & Electrical	1	LS	\$ 10,000.00
2.	Sampling Points & Instrumentation Rack	1	LS	\$ 130,000.00
3.	Disinfection System PLC Control Panel	1	LS	\$ 65,000.00
4.	SCADA System Programming for Above	1	LS	\$ 9,000.00
5.	Electrical Conduit & Wire	1	LS	\$ 20,000.00
6.	Electrical Misc.	1	LS	\$ 2,000.00
			<b>Subtotal C</b>	<b>\$ 236,000.00</b>
			<b>Total (A thru C)</b>	<b>\$ 744,000.00</b>



SCHEDULE OF SUBCONTRACTORS

List Proposed Subcontractors

Category of Work

CC CONTROLS CORP

1 & c

Universal Painting

Painting

Gilmore Electric

Electrical


SCHEDULE OF EQUIPMENT AND MATERIALS

Description	Manufacturer	Model
<u>FABRIC BAFFLE WALL</u>	<u>SIEMAN CORP</u>	<u>8130</u>
<u>AMMONIA FEEDER</u>	<u>WALLACE &amp; TIERNAN</u>	<u>501</u>
<u>Static Mixers</u>	<u>Sulzer Chemtech</u>	<u>2010</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

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 Thomas H. Clarke, President  
[print individual's name and title]

for Florida Design Contractors, Inc.  
[print name of entity submitting sworn statement]

whose business address is 1326 S. Killian Drive, Lake Park, FL 33403

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0306966

(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.

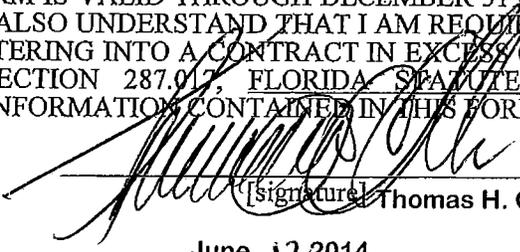
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

X 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] Thomas H. Clarke

June 12, 2014  
[date]

STATE OF Florida

COUNTY OF Palm Beach

Subscribed and Sworn to (or affirmed) before me on June 12, 2014 by  
[date]

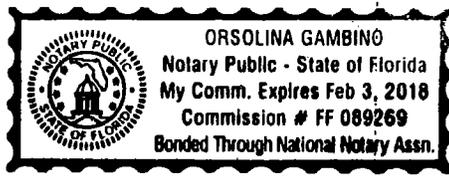
Thomas H. Clarke He/she is personally known to me ~~xxxxxx presented~~  
[name]

\_\_\_\_\_ as identification  
[type of identification] ~~XXXXXXXXXXXX~~

  
[Notary's Signature and Seal]

Print Notary Name and Commission No.

Form PUR 7068 (Rev. 04/10/91)  
M/R 03/06/92

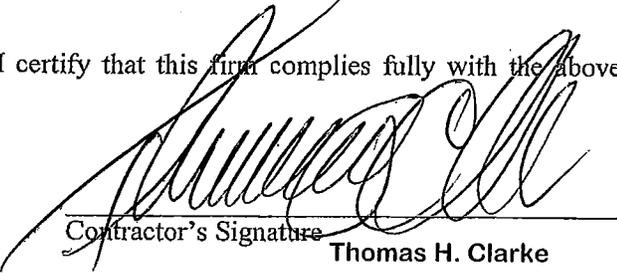


## CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM

I certify the firm of Florida Design Contractors, 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

Thomas H. Clarke

**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 Florida Design Contractors, 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:

**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 150 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 180 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 Seven Hundred Forty-Four Thousand and 00/100  
Dollars (\$ 744,000.00 )  
(use words) (figures)

which is based on the unit price(s) in the Bid Form Unit Price Schedule for Unit Bid Items numbered A-1 through C-6.

**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 10<sup>th</sup> 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 103 pages.

8.9. Drawings not attached hereto but are listed in Section 00860 List of Drawings.

8.10. Addenda numbers 1 to 3, 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 extent 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.

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**SIGNATURE PAGE FOLLOWS**



PROJECT: Water Treatment Plant Disinfection System and  
Instrumentation Improvements, City of Lake Worth

**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.

  
\_\_\_\_\_  
Attorney for Owner

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

# Construction Performance Bond

Bond No. 0181753

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONTRACTOR (Name and Address):**

Florida Design Contractors, Inc.  
1326 S. Killian Drive  
Lake Park, FL 33403

**SURETY (Name and Principal Place of Business):**

Berkley Insurance Company  
475 Steamboat Road  
Greenwich, CT 06830

**OWNER (Name and Address):**

City of Lake Worth  
7 No. Dixie Highway  
Lake Worth, FL 33460

**CONSTRUCTION CONTRACT**

**Date:**

Amount: Seven Hundred Forty Four Thousand and 00/100 (\$744,000.00)

**Description (Name and Location):**

Water Treatment Plant Disinfection System and Instrumentation Improvements, Lake Worth, FL

**BOND**

**Date (Not earlier than Construction Contract Date):**

Amount: Seven Hundred Forty Four Thousand and 00/100 (\$744,000.00)

Modifications to this Bond Form: See Page 2

**CONTRACTOR AS PRINCIPAL**

Company: Florida Design Contractors, Inc. (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title: Thomas H. Clarke, President

**SURETY**

Company: Berkley Insurance Company (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title: D. Michael Stevens, Attorney-in-fact

**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 Contractor 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:

Collinsworth, Alter, Lambert, LLC  
23 Eganfuskee St., Suite 102, Jupiter, FL 33477

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

Mock, Roos & Associates, Inc.  
5720 Corporate Way  
West Palm Beach, FL 33407

CONSTRUCTION PERFORMANCE BOND  
00610-2

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Don A. Lambert, Jr. or D. Michael Stevens of Collinsworth, Alter, Lambert, LLC of Jupiter, FL its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 10 day of May, 2013.

Attest:
By Ira S. Lederman
Senior Vice President & Secretary

Berkley Insurance Company
By Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT )

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 10 day of May, 2013, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

Kathleen Corey
Notary Public, State of Connecticut
KATHLEEN COREY
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES OCTOBER 31, 2017

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this \_\_\_ day of \_\_\_\_\_,

(Seal) Andrew M. Tuma

Vertical text on the left margin: NIN...ny t...oriz...rodu...or al...on of...docu...is pr...ed...owe...tom...oid...s sea...read...ind

## **Instructions for Inquiries and Notices Under the Bond Attached to This Power**

**Berkley Surety Group is the affiliated underwriting manager for the surety business of: Acadia Insurance Company, Berkley Insurance Company, Berkley Regional Insurance Company, Carolina Casualty Insurance Company, Union Standard Insurance Company, Continental Western Insurance Company, and Union Insurance Company.**

**To verify the authenticity of the bond, please call (866) 768-3534 or email [BSGInquiry@berkleysurety.com](mailto:BSGInquiry@berkleysurety.com)**

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**Any written notices, inquiries, claims or demands to the surety on the bond to which this Rider is attached should be directed to:**

**Berkley Surety Group  
412 Mount Kemble Avenue  
Suite 310N  
Morristown, NJ 07960  
Attention: Surety Claims Department**

**Or**

**email [BSGClaim@berkleysurety.com](mailto:BSGClaim@berkleysurety.com)**

**Please include with all notices the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond, please identify the project to which the bond pertains.**

00620  
**Construction Payment Bond**

Bond No. 0181753

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONTRACTOR (Name and Address):**

Florida Design Contractors, Inc.  
1326 S. Killian Drive  
Lake Park, FL 33403

**SURETY (Name and Principal Place of Business):**

Berkley Insurance Company  
475 Steamboat Road  
Greenwich, CT 06830

**OWNER (Name and Address):**

City of Lake Worth  
7 No. Dixie Highway  
Lake Worth, FL 33460

**CONSTRUCTION CONTRACT**

Date:

Amount: Seven Hundred Forty Four Thousand and 00/100 (\$744,000.00)

Description (Name and Location):

Water Treatment Plant Disinfection System and Instrumentation Improvements, Lake Worth, FL

**BOND**

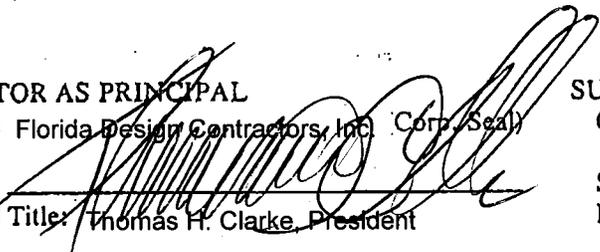
Date (Not earlier than Construction Contract Date):

Amount: Seven Hundred Forty Four Thousand and 00/100 (\$744,000.00)

Modifications to this Bond Form: See Page 2

**CONTRACTOR AS PRINCIPAL**

Company: Florida Design Contractors, Inc. (Corp. Seal)

Signature:   
Name and Title: Thomas H. Clarke, President

**SURETY**

Company: Berkley Insurance Company (Corp. Seal)

Signature:   
Name and Title: D. Michael Stevens, Attorney-in-fact

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_

**SURETY**

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_

(CDC No. 1910-28B (1984 Edition)  
Prepared through the joint efforts of the Surety Association of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, American Institute of Architects, American Subcontractors Association, and the Associated Specialty Contractors.

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 of 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 been paid for work performed 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:  Collinsworth, Alter, Lambert, LLC 23 Eganfuskee St., Suite 102, Jupiter, FL 33477	OWNER'S REPRESENTATIVE (Architect, Engineer or other party): Mock, Roos & Associates, Inc. 5720 Corporate Way West Palm Beach, FL 33407

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Don A. Lambert, Jr. or D. Michael Stevens of Collinsworth, Alter, Lambert, LLC of Jupiter, FL its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 10 day of May, 2013.

Attest: [Signature]
By: Ira S. Lederman
Senior Vice President & Secretary

Berkley Insurance Company
By: Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT )
) ss:
COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 10 day of May, 2013, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

[Signature]
Notary Public, State of Connecticut
KATHLEEN COREY
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES OCTOBER 31, 2017

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this \_\_\_ day of \_\_\_\_\_,

(Seal) [Signature]
Andrew M. Tuma

Vertical text on the left margin: ...NIN... my... oriz... produ... or al... on of ... docu... is pr... ed. ... powe... void ... seal... and the certification seal at the bottom is embossed. The background imprint, warning and confirmation (on reverse) must be in blue ink.

## **Instructions for Inquiries and Notices Under the Bond Attached to This Power**

**Berkley Surety Group is the affiliated underwriting manager for the surety business of: Acadia Insurance Company, Berkley Insurance Company, Berkley Regional Insurance Company, Carolina Casualty Insurance Company, Union Standard Insurance Company, Continental Western Insurance Company, and Union Insurance Company.**

**To verify the authenticity of the bond, please call (866) 768-3534 or email [BSGInquiry@berkleysurety.com](mailto:BSGInquiry@berkleysurety.com)**

---

**Any written notices, inquiries, claims or demands to the surety on the bond to which this Rider is attached should be directed to:**

**Berkley Surety Group  
412 Mount Kemble Avenue  
Suite 310N  
Morristown, NJ 07960  
Attention: Surety Claims Department**

**Or**

**email [BSGClaim@berkleysurety.com](mailto:BSGClaim@berkleysurety.com)**

**Please include with all notices the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond, please identify the project to which the bond pertains.**

PROJECT: Water Treatment Plant Disinfection System and  
Instrumentation Improvements, City of Lake Worth

**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:

<u>NAME OF LIENOR</u>	<u>AMOUNT DUE AND UNPAID</u>
	\$

(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 Water Treatment Plant Disinfection System and Instrumentation Improvements, City of Lake Worth

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	\$ _____
<hr/>	
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)

Date: \_\_\_\_\_

CITY OF LAKE WORTH  
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

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AMERICAN CONSULTING ENGINEERS COUNCIL

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AMERICAN SOCIETY OF CIVIL ENGINEERS

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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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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

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### *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 5.2 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 para-

graph 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 paid 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 1.3) 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

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#### *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. (**See SC-5.1 of the Supplementary Conditions**)

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.

**See Paragraph SC-6.30 of the Indemnification: 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**

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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 struc-

tures 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**

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**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. **(See SC-9.6 of the Supplementary Conditions)**

**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 Sub-contractor, 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

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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

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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. **(See SC-13.12 of the Supplementary Conditions)**

#### **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

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***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. (See SC-14.13 of the Supplementary Conditions)

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**

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**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). **(See SC-15.4 of the Supplementary Conditions)**

*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

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**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, omis-

**(See Article 18 - SC-18.1 through  
SC-18.11 of the Supplementary Conditions)**

**(See SC-19 of the Supplementary Conditions)**

sion 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.

#### PAYMENT AND PERFORMANCE BONDS

##### SC-5.1

Add the following after the last sentence of General Condition 5.1:

In accordance with section 255.05(1), Fla. Stat., as amended from time to time, before commencing the Work or before recommencing the Work after a default or abandonment, the Contractor shall execute and record in the public records of Palm Beach County a payment and performance bond with a surety insurer authorized to do business in the State of Florida, and the Contractor shall be required to provide to the Owner a certified copy of the recorded bond. The Owner may not make a payment to the Contractor until the Contractor has complied with section 255.05(1)(b), Fla. Stat.

#### 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:	<u>\$ 1,000,000</u>

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):	
<u>\$ 1,000,000</u>	Each Occurrence
<u>\$ 3,000,000</u>	Annual Aggregate
Property Damage:	
<u>\$ 1,000,000</u>	Each Occurrence
<u>\$ 1,000,000</u>	Annual Aggregate
or a combined single limit of	<u>\$ 1,000,000</u>

(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

\$ 1,000,000

Each Person

Each Occurrence

Property Damage:

\$ 500,000

or a combined single limit of

Each Occurrence

\$ 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

\$ 1,000,000

Each Occurrence

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

\$ 3,000,000

Each Occurrence

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. City of Lake Worth Building Permit. Include in the bid amount a 3-percent permit fee based on the bid cost. This permit fee amount will be adjusted based on the actual fee charged and the difference credited as applicable.
2. Any other permits as applicable.

## 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.

## REJECTING DEFECTIVE WORK

### SC-9.6

Add the following after the last sentence of General Condition 9.6:

ENGINEER will also have authority to disapprove or reject Work which ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

## 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.

ONE YEAR COLLECTION PERIOD

SC-13.12

Add the following after the last sentence of General Condition 13.12:

Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

FINAL PAYMENT AND ACCEPTANCE

SC-14.13

Replace the last sentence of General Condition 14.13 with the following:

Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

TERMINATION OF AGREEMENT

SC-15.4

Remove General Condition 15.4 in its entirety and replace with the following:

The Owner may terminate this contract for convenience upon providing Contractor fourteen (14) days written notice of the same. If this Contract is terminated as provided herein, the Contractor shall be paid for all completed and acceptable work executed and allowable expenses incurred prior to the date of termination. Payment shall include services actually performed in full prior to termination date, but shall exclude all lost profits, direct, indirect, consequential, special damages, or other damages for the remainder of the project.

If a court of competent jurisdiction finds that the Owner wrongfully terminated this Contract, then in such event, this Contract shall be deemed terminated for convenience as provided for in this paragraph, and the Contractor shall not be entitled to damages or loss of profits, but may be entitled to all items as authorized herein.

SC-16.

Delete Article 16-ARBITRATION of the General Conditions in its entirety.

#### MISCELLANEOUS PROVISIONS

SC-18

Add Article 18 as follows:

SC-18.1

Controlling Law and Venue.

This Contract is to be governed by the laws of the State of Florida. The venue for any and all legal action necessary to enforce the Contract Documents will be in Palm Beach County, Florida.

SC-18.2

Headings.

Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SC-18.3

Inspector General.

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 Palm Beach County ordinance number 2011-009 in order to be aware of its rights and/or obligations under such ordinance and as applicable.

SC-18.4

Enforcement Costs.

If any legal action or other proceeding is brought for the enforcement of the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of the Contract Documents, the parties agree that each party shall be responsible for its own attorney's fees.

SC-18.5

Waiver.

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 or exercise said right(s) at any time thereafter.

SC-18.6

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 RELATED TO THE CONTRACT DOCUMENTS.

SC-18.7

Independent Contractor.

The Contractor is, and shall be, in the performance of all services under this Contract, an Independent Contractor, and not an employee, agent, or servant of the Owner. All persons engaged in any of the services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the services.

SC-18.8

Access and Audits.

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 in this section for the purpose of inspection or audit during normal business hours, at the Contractor's place of business. In no circumstances will Contractor be required to disclose any confidential or proprietary information regarding its products and service costs.

SC-18.9

Time.

Time is of the essence in all respects under the Contract Documents.

SC-18.10

Preparation. This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

SC-18.11

Representation and Binding Authority.

Contractor's representative below has full power, authority and legal right to execute and deliver these Contract Documents and perform all of its obligations under the Contract Documents. By signing the Contract Documents, the representative hereby represents to the Owner that he/she has the authority and full legal power to execute the Contract Documents and any and all documents necessary to effectuate and implement the terms of the Contract Documents 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 the Contract Documents.

NO DAMAGES FOR DELAY

SC-19

NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST OWNER BY REASON OF ANY DELAYS. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from Owner for direct, indirect, consequential, impact or other costs, expenses, or damages, including, but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance be reasonable or unreasonable, foreseeable, or avoidable or unavoidable. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delays, in accordance with and to the extent specifically provided herein.

## **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 OFFICE 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 contract 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 date 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.

#### **SPC-7 BUILDING PERMIT FEE**

A building permit fee equal to 3-percent of the accepted bid shall be included in the project costs. See Supplemental Conditions paragraph SC-6.13 for further details.

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:

<u>Drawing Title</u>	<u>Drawing Number</u>	<u>No. of Sheets</u>	<u>Dated</u>
Water Treatment Plant Disinfection System and Instrumentation Improvements	44-43-28-301	18	March 2014

ENGINEER'S PROJECT NO.  
B2002.02

PROJECT: City of Lake Worth  
Water Treatment Plant Disinfection System and  
Instrumentation Improvements

DATE: May 20, 2014

### ADDENDUM NO. 1

TO: ALL PROSPECTIVE BIDDERS

Pursuant to the Instructions to Bidders on this Project, you are instructed to make the following modifications to the Project Contract Documents, which modifications shall constitute a portion of the Contract Documents and be an integral part of the Project:

#### PRE-BID MEETING

1. A pre-bid meeting will be held at the Water Treatment Plant Training Room on Thursday, May 29, 2014 at 1:30 p.m. Attendance by prospective bidders is highly recommended, but not mandatory. If a prospective bidder is unable to attend the pre-bid meeting, they should schedule another time with water plant staff to review the project work areas, (561) 586-1710.

#### BID FORM

1. Add new line item B.14. Clean & Disinfect 1.5 MG Ground Storage Tank

#### TECHNICAL SPECIFICATIONS

1. Add the following to Section 09900 Paragraph 3.10
  - E. Provide coating for proposed transfer pump base and surrounding disturbed area of North Clearwell top slab. Coating to be Neoguard 7470 Aliphatic Urethane Deck Coating. Match existing coating color. Apply in strict accordance with manufacturer's instructions. Apply primer at the rate of 300 sf/gal., apply base coat at the rate of 60 sf/gal to yield 20 mils DFT, and apply top coat at the rate of 100 sf/gal to yield 12 mils DFT for a total of 32 mils DFT minimum.
2. Add Section 13321 Fabric Baffle Wall, attached.
3. Add Appendix A – Health Department Permit attached.

#### CONSTRUCTION DRAWINGS

1. Sheet CS-1, Detail 7, Access Hatch

Add Note: Remove and replace pavers. Cut to fit around new concrete curb as necessary

00900-1

Attachments

Bid Form – Schedule of Values – Page 00300-5

1 page

Section 13321 Fabric Baffle Wall

5 pages

Appendix A – Health Department Permit

9 pages

/s/ MOCK, ROOS ASSOCIATES, INC.

END OF ADDENDUM NO. 1

**Water Treatment Plant Disinfection System and Instrumentation Improvements  
Schedule of Values**

Item Description	Qty	Unit	Amount
<b>A. General</b>			
1. Mobilization	1	LS	\$
2. Bonds and Insurance	1	LS	\$
3. Permit Fees	1	LS	\$
4. Video Inspection of Site	1	LS	\$
5. Record Drawings	1	LS	\$
6. General Allowance	1	LS	\$40,000.00
		<b>Subtotal A</b>	\$
<b>B. Utilities</b>			
1. Ammonia Gas Feed System	1	LS	\$
2. Ammonia Room Flexible Tubing and Valves	1	LS	\$
3. Ammonia Feed Piping	1	LS	\$
4. Ammonia Injector	1	LS	\$
5. Caustic Feed Piping and Valves	1	LS	\$
6. Caustic Injector	1	LS	\$
7. Clearwell Baffle Walls	1	LS	\$
8. East Clearwell Weir Overflow Box	1	LS	\$
9. East Clearwell Access Hatch at Weir Box	1	LS	\$
10. 24" Clearwell Interconnect Piping	1	LS	\$
11. 24" Butterfly Valve	1	LS	\$
12. Clean & Disinfect East Clearwell	1	LS	\$
13. Clean & Disinfect North Clearwell	1	LS	\$
14. Clean & Disinfect 1.5 MG Ground Storage Tank	1	LS	\$
15. Concrete Sidewalk & Gravel area	1	LS	\$
16. Permeate Static Mixer	1	LS	\$
17. Permeate Pipe Modifications	1	LS	\$
18. Air Release Valve	1	LS	\$
19. Sample Lines and Valves	1	LS	\$
20. Sample Panel Drain Trough & Drain Pipe	1	LS	\$
21. Water Service for Ammonia Feed Unit	1	LS	\$
22. Walkway Grating	1	LS	\$
23. Paving and Misc.	1	LS	\$
		<b>Subtotal B</b>	\$
<b>C. Electrical</b>			
1. Ammoniator Instrumentation & Electrical	1	LS	\$
2. Sampling Points & Instrumentation Rack	1	LS	\$
3. Disinfection System PLC Control Panel	1	LS	\$
4. SCADA System Programming for Above	1	LS	\$
5. Electrical Conduit & Wire	1	LS	\$
6. Electrical Misc.	1	LS	\$
		<b>Subtotal C</b>	\$
		<b>Total (A thru C)</b>	\$

## SECTION 13321

### FABRIC BAFFLE WALL

#### PART 1 – GENERAL

##### 1.01 WORK INCLUDED

- A. This specification covers the design, fabrication, and erection of tension-fabric baffle systems composed of NSF 61 compliant geo-membrane 8130 XR-3-PW as manufactured by the Seaman Corporation of Wooster, Ohio for the clearwell as shown on the contract drawings and specified herein.
- B. The Contractor shall furnish all labor, materials, and equipment required to install the tensioned-fabric baffle system.

##### 1.02 SHOP DRAWINGS AND SUBMITTALS

- A. Before executing any of the work in this section, prints or drawings shall be submitted to the Engineer showing dimensions, sizes, thickness, gauges, materials, finishes, joints, attachment, anchorage, and erection procedures.

##### 1.03 EXPERIENCE REQUIREMENTS

- A. The baffle fabricator shall have furnished and had in satisfactory service for a period of not less than 10 years, at least 10 baffle systems with dimensions and quantities similar to the one specified for this project. The fabricator shall submit evidence of such with his submittal.
- B. The baffle fabricator shall be Engineered Textile Products, Inc. of Mobile, Alabama, 1-800-222-8277 or equal.

##### 1.04 GUARANTEE

- A. The baffle system shall be guaranteed for a period of 1 year from final acceptance against defective materials and workmanship.

##### 1.05 WARRANTY

- A. The geo-membrane manufacturer shall confirm in writing, that the material to be furnished will be free of defects in materials and workmanship at the time of the sale, and against deterioration due to effects of ozone, ultraviolet or other normal weathering on a pro-rated basis for up to 10 years from the date of completed installation. Manufacturer shall furnish a sample warranty for review and approval prior to shipment.

#### PART 2 – PRODUCTS

##### 2.01 DESIGN REQUIREMENTS

- A. The baffles shall conform to the specified dimensions and shall be designed for installation in potable water with chlorine and ammonia present in the tank in concentrations of 10 mg liter or greater. The baffle system shall be suitable for expected water levels with daily fluctuations and shall have adequate strength to resist 0.5 inch of water depth difference across the baffle.

- B. The baffles shall be erected and anchored to the floor, walls, and roof as shown in the shop drawings to provide a flow path for maximum contact time for potable water in the clearwell. The baffles shall be installed per the layout as shown in the construction drawings.

2.02 FABRIC

- A. The fabric shall be 8130 x R – 3 PW as manufactured by the Seaman Corporation of Wooster, Ohio.
- B. The fabric shall be listed by NSF61 as being acceptable for use in potable water. The fabric shall have a knitted polymer coated polyester fabric with a 6.5 oz. /sq. yd. minimum weight.
- C. The fabric shall be of good appearance and free of all defects such as holes, tears, blisters and any other defects that may affect its serviceability.
- D. The coated fabric shall not be less than 30 mils thickness with a +10 percent allowable variation. There shall be not less than 7 mils thickness of polymer coating over the base fabric.
- E. The polyester fabric shall be non-wicking.
- F. The coated fabric shall be UV stable (either black or black/white) in order to possess maximum UV resistance when exposed to the atmosphere for extended periods of time.
- G. The fabric shall meet or exceed the following minimum physical properties:

8130 XR <sup>®</sup> -3PW fabric	Standard	Metric
Base Fabric Type	Polyester	
Base Fabric Weight (nominal)	6.5 oz/yd <sup>2</sup>	220 g/m <sup>2</sup>
Thickness ASTM D 751	30.0 mils min	0.75 mm min
Weight ASTM D 751	30.0 ± 2 oz/yd <sup>2</sup>	1020 ± 70 g/m <sup>2</sup>
Tear Strength ASTM D 751, Trapezoid Tear	35/35 lb min	155/155 N min
Breaking Yield Strength ASTM D 751, Grab Tensile Procedure A	550/550 lb min	2450/2450 N min
Low Temperature ASTM D 2136, 4 hr - 1/8" mandrel	Pass @ -30°F	Pass @ -35° C
Dimensional Stability ASTM D 1204, 212°F - 1 hr	1.5% max each direction	1.5% max each direction
Adhesion Heat Sealed Seam ASTM D 751, Dielectric Weld	35 lb/2 in min	150 N/5 cm min
Dead Load Seam Shear Strength ASTM D 751, 4 hr test	2 in seam, 1 in strip 210 lb @ 70°F 105 lb @ 160°F	5 cm seam, 2.5 cm strip 935 N @ 21°C 465 N @ 70°C
Bursting Strength ASTM D 751, Ball Tip	650 lb min 800 lb typical	2890 N min 3560 N typical
Hydrostatic Resistance ASTM D 751, Method A	800 psi min	540 N/sq cm min
Blocking Resistance ASTM D 751, 180°F/82°C	#2 Rating max	
Adhesion - Ply ASTM D 413, Type A	15 lb/min or Film Tearing Bond	65 N/2.5 cm min or Film Tearing Bond
Bonded Seam Strength ASTM D 751, Grab Test Method, Procedure A	550 lb min	2450 N min

Abrasion Resistance ASTM D 3389, H-18 Wheel 1000 g load	2000 cycles (min) before fabric exposure 50 mg/100 cycles max weight loss	
Weathering Resistance ASTM G 153 (Carbon-Arc)	8000 hrs (min) - No appreciable changes or stiffening or cracking of coating	
Water Absorption ASTM D 471, Section 12 7 Days	0.025 kg/m <sup>2</sup> max @ 70°F/21°C 0.14 kg/m <sup>2</sup> max @ 212°F/100°C	
Wicking ASTM D 751	1/8 in max	0.3 cm max
Puncture Resistance ASTM D 4833	250 lb min	1110 N min
Coefficient Of Thermal Expansion/Contraction ASTM D 696	8 x 10 <sup>-6</sup> in/in/°F max	1.4 x 10 <sup>-5</sup> cm/cm/°C max

Seaming: Thermal welding methods are recommended.  
No Sewing, glues, or solvents are suggested.

## 2.03 FASTENERS AND HARDWARE

- A. All bolts, washers, nuts, and expansion anchors shall be type 316 stainless steel, minimum 3/8-inch diameter.
- B. Batten connection shall be type 316 stainless steel flat bar, minimum 1/4-inch thickness by 2 inches wide.
- C. Floor and wall connections shall be type 316 stainless steel angle clips, minimum 1/4-inch thickness by 2 inches wide by 2 inches wide by 2" long; type 316 stainless steel angle, minimum 1/4-inch thickness by 2 inches wide by 2 inches wide; and type 316 stainless steel flat bar, minimum 1/4-inch thickness by 2 inches wide.
- D. Suspension and tension for the top and open ends of the curtain(s) shall be type 316 stainless steel minimum 3/16" diameter cable with type 316 minimum stainless steel 3/16" cable clamps and thimbles.
- E. Ceiling connection shall be type 316 stainless steel angle, minimum 1/4 inch thickness by 2 inches wide by 2 inches wide with type 316 stainless steel flat bar, minimum 1/4 inch thickness by 2 inches wide.
- F. Corner attachment connection shall be type 316 stainless steel angle minimum 3/8 inch thickness by 2-1/2 inch wide by 2-1/2 inch wide and type 316 stainless steel flat bar, minimum 1/4 inch thickness by 2 inches side.

## PART 3 – EXECUTION

### 3.01 COORDINATION

- A. The baffle manufacturer shall coordinate with the Engineer concerning loading on the clearwell, attachment details, and the sequence of construction. Installation details shown in the shop drawings are provided as a guide for the contractor.

### 3.02 PREPARATION AND FABRICATION

- A. Prior to factory seaming, all roll goods shall be inspected. All factory seams shall be made by thermal fusion methods. All factory seams shall have a minimum scrim-to-scrim overlap of one

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5/20/2014 2:04 PM

and one-half inches (1-1/2") when fabricated. All seams shall be made so that thermal fusion bond extends fully along the width of the sheet so that no loose edges are present.

### 3.03 INSPECTION

- A. All sheets and seams shall be 100% visually inspected during fabrication. No defective seams or exposed scrim will be allowed. All exposed scrim edges shall be sealed with an approved polypropylene edge sealant or capped with a strip of unreinforced polypropylene. All indicated repairs shall be made by the geomembrane fabricator before the panels are packaged for shipment.
- B. In addition to visual inspection, a 48-inch (1.2m) weld sample shall be made with each factory seam welding unit used in this work at the beginning of every work shift and every four hours of production thereafter. Sample shall be taken from a seam specifically made for quality testing and not taken from the fabricated panel itself. Test specimens shall be cut at quarter points from each 48-inch seam sample (a total of three places) and tested for seam strength and peel adhesion. The shear seam strength shall be tested in accordance with ASTM D751 as modified in Annex A of ANSI/NSF 54. The peel adhesion shall be tested in accordance with ASTM D 4437 as modified in Annex A of ANSI/NSF 54.
  - 1. A log shall be maintained showing the date, time, panel number and test results. Failure of the material and/or seams to meet all the requirements of these specifications may be cause for rejection of the material and/or seams as appropriate. The Fabricator shall provide the test results to the Owner or Engineer upon request.
- C. Upon completion of baffle wall installation, the contractor, engineer, and manufacturer's representative shall visually inspect the baffle walls for damage. For minor damage the repairs shall be made with newly manufactured material cut with rounded corners extending 4-inches in each direction from the damaged area. The entire repair shall be completely welded to the baffle wall. For major damage the entire panel shall be rejected and replaced with undamaged new material.

### 3.04 INSTALLATION

- A. Prior to installation, all unnecessary material and equipment shall be removed from the clearwell and the floor shall be swept clean.
- B. Contractor shall field verify dimensions and provide the field dimensions to the baffle curtain fabricator prior to fabrication of the baffle curtains.
- C. Provide baffle materials in bundles sized to fit through a roof access hatch opening of 3-feet by 3-feet.
- D. All work shall be fabricated and erected in accordance with the approved shop drawings. For those baffles requiring widths greater than the coated fabric available from the manufacturer, a thermal fusion heat seam nominal 2 inches wide shall be used at those locations to join multiple widths of fabric together. The strength of the seam shall be as great as or greater than the parent material in shear strength.
- E. Baffle shall be secured to the floor and walls with type 316 stainless steel angles with type 316 stainless steel expansion anchors. All baffle penetrations shall be punched. Provide 3/8-inch polypropylene rope in the 4" wide, double hem on the perimeter of the baffle curtain(s). The 3/8-

inch polypropylene rope inside the 4" wide hem shall be behind the stainless steel plates at floor and wall locations.

- F. Provide 316 stainless steel pipe and stainless steel angle plates; or stainless steel flat plates sandwiching the baffle curtain on the top edge and open end of the baffle wall with 3/8-inch bolts for attaching the baffle to the top and the open end wall of the tank as shown on the drawings.
- G. Provide 316 stainless steel 1/4" x 2" x 2" x 2" plates to be attached to the ceiling, the walls, and the floor of the clearwell for securing the baffle curtain to the clearwell wall using additional stainless steel flat bar and bolts. An insulation component must be used to separate the unlike metals.
- H. Provide 316 stainless steel 1/4" x 2" x 2" x 2" plates to be attached to the ceiling and the open end wall of the clearwell for securing the baffle curtain to the clearwell wall the type 316 stainless steel 3/16" diameter cable from the clearwell wall to the top edge or open end of the baffle curtain to tension or suspend the baffle curtain. The type 316 stainless steel 3/16" diameter cable shall be secured using type 316 stainless steel 3/16" cable clamps. An insulation component must be used to separate the unlike metals.
- I. Hardware and fasteners shall be made of type 316 stainless steel.
- J. Contractor shall supply the services of a fabricator factory representative for a minimum of two, 1 day visits, one at the beginning of the installation of the baffle system and the second at the end of the baffle system installation.

END OF SECTION

May 16, 2014

## ELECTRONIC CORRESPONDENCE

### In the matter of an Application for Permit by:

Monica Morandi, P.E.  
Utilities Engineer, City of Lake Worth  
1900 2<sup>nd</sup> Avenue North  
Lake Worth, FL 33461  
[mmorandi@lakeworth.org](mailto:mmorandi@lakeworth.org)

DEP File No.: 138272-175-WC  
Palm Beach County  
Project: WTP Disinfection System  
and Instrumentation Improvements

## NOTICE OF PERMIT ISSUANCE

Enclosed is Permit Number 138272-163-WC to construct a modification to a community water treatment facility, issued pursuant to Section(s) 403.087, Florida Statutes.

This permit is final and effective on the date filed with the clerk of the Palm Beach County Health Department unless a petition is filed in accordance with the paragraphs below or unless a request for extension of time in which to file a petition is filed within the required timeframe and conforms to Rule 62-110.106(4), F.A.C. Upon timely filing of a petition or a request for an extension, this permit will not be effective until further Order of the Department.

A person whose substantial interests are affected by this permit may petition for an administrative proceeding (hearing) in accordance with sections 120.569 and 120.57 of the Florida Statutes. The petition must contain the information set forth below and must be filed (received) with the Agency Clerk, Division of Environmental Public Health, Palm Beach County Health Department, 800 Clematis Street, West Palm Beach, Florida 33401, within 14 days of receipt of this Notice. Petitioner shall mail a copy of the petition to the applicant at the address indicated above at the time of filing. Failure to file a petition within this time period shall constitute a waiver of any right such person may have to request an administrative determination (hearing) under sections 120.569 and 120.57 of the Florida Statutes. Any subsequent intervention will only be at the approval of the presiding officer upon motion filed pursuant to Rule 28-106.205, F.A.C.

A petition must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;



Palm Beach County Health Department  
Division of Environmental Public Health-800 Clematis Street, P.O. Box 29, West Palm Beach, FL 33402-002  
Phone: (561) 837-5900 Fax: (561)837-5295 – [www.pbchd.com](http://www.pbchd.com)



**Public Health**  
Prevent. Promote. Protect.

- (c) A statement of how and when the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts which petitioner contends warrant reversal or modification of the Department's action;
- (f) A statement of the specific rules or statutes the petitioner contends requires reversal or modification of the Department's action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by petitioner, stating precisely the action that the petitioner wants the Department to take.

A petition that does not dispute the materials facts on which the Department's action is based shall state that no such facts are in dispute and otherwise contain the same information as set forth above, as required by Rule 28-106.301, F.A.C.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that, the Department's final action may be different from the position taken by it in this Notice. Persons whose substantial interests will be affected by any such final decision of the Department on the petition have the right to petition to become a party to the proceeding, in accordance with the requirements set forth above.

When the Order (Permit) is final, any party to the Order has the right to seek judicial review of the Order pursuant to section 120.68 of the Florida Statutes, by filing a Notice of Appeal pursuant to Rule 9.110 of the Florida Rules of Appellate Procedure, with the Clerk of the Department, Division of Environmental Public Health, Palm Beach County Health Department, 800 Clematis Street, West Palm Beach, Florida 33401; and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within 30 days from the date when the final order is filed with the Clerk of the Department.

Executed in the City of West Palm Beach, Florida.

STATE OF FLORIDA  
PALM BEACH COUNTY HEALTH DEPARTMENT



---

Darrel J. Graziani, P.E., R.S.,  
Environmental Administrator  
Division of Environmental Public Health  
800 Clematis Street, West Palm Beach, FL 33401  
(561) 837-5900

Enclosures: Permit File No.138272-163-WC

**CERTIFICATION OF SERVICE**

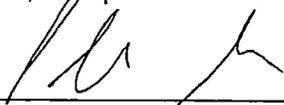
The undersigned duly designated deputy agency clerk hereby certifies that this Notice of Permit Issuance and all copies were electronically transmitted before the close of business on May 16<sup>th</sup>, 2014 to those persons listed.

clerk stamp

**Florida Department of Health - PBC  
Environmental Public Health  
800 Clematis Street, 4<sup>th</sup> Floor  
P.O. Box 29  
West Palm Beach, Florida 33402**

**FILING AND ACKNOWLEDGEMENT**

Filed, on this date, under section 120.52(7), Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.

  
\_\_\_\_\_  
Clerk

5-16-14  
\_\_\_\_\_  
Date

Copies Furnished to:

Engineer-of-Record: John R. Leemon, P.E.  
Florida DEP: Linda Brien, P.G.

**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**

State Surgeon General &amp; Secretary

**Vision:** To be the Healthiest State in the Nation**ELECTRONIC CORRESPONDENCE****PERMITTEE:**

Monica Morandi, P.E., Utilities Engineer  
City of Lake Worth  
1900 2<sup>nd</sup> Avenue North  
Lake Worth, FL 33461  
[mmorandi@lakeworth.org](mailto:mmorandi@lakeworth.org)

**PWS ID NUMBER:** 4500773**PERMIT NUMBER:** 138272-175-WC**DATE OF ISSUE:** 05/16/2014**EXPIRATION DATE:** 05/15/2019**COUNTY:** Palm Beach**PROJECT:** WTP Disinfection System and Instrumentation Improvements

This permit is issued under the provisions of Chapter(s) 403, Florida Statutes, and Florida Administrative Code Rule(s) 62-550, 62-555 & 62-560. The above named permittee is hereby authorized to perform the work or operate the facility shown on the application and approved drawing(s), plans and other documents attached hereto or on file with the department and made a part hereof and specifically described as follows:

**Construct:** A modification to an existing community water treatment facility to provide four-log disinfection. Construction includes the addition of curtain baffles and a weir overflow box to the east clearwell and a 24" transfer pipeline from the weir overflow box to the north clearwell for the lime softened water; installation of a caustic line and injection point, ammonia line and injection point, and a static mixer in the new 24" transfer line for the reverse osmosis system together with enhancements to the instrumentation systems.

The modification will not change the maximum daily flow rating of 17.4 MGD for the water treatment facility.

**In Accordance With:** Application Form DEP 62-555.900(1), engineering drawing sheets C01-C02, C1-1-C1-5, C3-1, and C5-1, and design report received April 3, 2014, and additional information from the engineer received May 5, 2014.

**Located:** At the Lake Worth Utilities water treatment facility in the City of Lake Worth, Florida.

**To Serve:** Existing and future connections.

**Subject To:** General Conditions 1 – 15, Regulatory Conditions 1- 8, and Specific Conditions 1 – 8.

**Florida Department of Health**

Palm Beach County, Division of Environmental Public Health  
P.O. Box 29, 800 Clematis Street, West Palm Beach, FL 33402  
PHONE: 561-837-5900 • FAX: 561-837-5294

**www.FloridasHealth.com**

TWITTER:HealthyFLA

FACEBOOK:FLDepartmentofHealth

YOUTUBE: fldoh

**GENERAL CONDITIONS:**

The following General Conditions are referenced in Florida Administrative Code Rule 62-4.160.

1. The terms, conditions, requirements, limitations and restrictions set forth in this permit, are "permit conditions" and are binding and enforceable pursuant to Sections 403.141, 403.727, or 403.859 through 403.861, F.S. The permittee is placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of these conditions.
2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications, or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.
3. As provided in subsections 403.087(6) and 403.722(5), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor any infringement of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit that may be required for other aspects of the total project which are not addressed in this permit.
4. This permit conveys no title to land or water, does not constitute State recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title.
5. This permit does not relieve the permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted source, or from penalties therefore; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department.
6. The permittee shall properly operate and maintain the facility and systems of treatment and control (and related appurtenances) that are installed and used by the permittee to achieve compliance with the conditions of this permit, are required by Department rules. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit and when required by Department rules.
7. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, upon presentation of credentials or other documents as may be required by law and at reasonable times, access to the premises where the permitted activity is located or conducted to:
  - a. Have access to and copy any records that must be kept under conditions of the permit;
  - b. Inspect the facility, equipment, practices, or operations regulated or required under this permit; and
  - c. Sample or monitor any substances or parameters at any location reasonable necessary to assure compliance with this permit or Department rules. Reasonable time may depend on the nature of the concern being investigated.

**GENERAL CONDITIONS:**

8. If, for any reason, the permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, the permittee shall immediately provide the Department with the following information:
  - a. A description of and cause of noncompliance; and
  - b. The period of noncompliance, including dates and times; or, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance. The permittee shall be responsible for any and all damages, which may result and may be subject to enforcement action by the Department for penalties or for revocation of this permit.
9. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except where such use is prescribed by Section 403.111 and 403.73, F.S. Such evidence shall only be used to the extent it is consistent with the Florida Rules of Civil Procedure and appropriate evidentiary rules.
10. The permittee agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules. A reasonable time for compliance with a new or amended surface water quality standard, other than those standards addressed in Rule 62-302.500, shall include a reasonable time to obtain or be denied a mixing zone for the new or amended standard.
11. This permit is transferable only upon Department approval in accordance with Rule 62-4.120 and 62-730.300 F.A.C., as applicable. The permittee shall be liable for any non-compliance of the permitted activity until the transfer is approved by the Department.
12. This permit or a copy thereof shall be kept at the work site of the permitted activity.
13. This permit also constitutes:
  - a. Determination of Best Available Control Technology (BACT)
  - b. Determination of Prevention of Significant Deterioration (PSD)
  - c. Certification of compliance with state Water Quality Standards (Section 401, PL 92-500)
  - d. Compliance with New Source Performance Standards
14. The permittee shall comply with the following:
  - a. Upon request, the permittee shall furnish all records and plans required under Department rules. During enforcement actions, the retention period for all records will be extended automatically unless otherwise stipulated by the Department.
  - b. The permittee shall hold at the facility or other location designated by this permit records of all monitoring information (including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation) required by the permit, copies of all reports required by this permit, and records of all data used to complete the application for this permit. These materials shall be retained at least three years from the date of the sample, measurement, report, or application unless otherwise specified by Department rule.

**GENERAL CONDITIONS: 14 (cont'd.)**

- c. Records of monitoring information shall include:
  1. the date, exact place, and time of sampling or measurements;
  2. the person responsible for performing the sampling or measurements;
  3. the dates analyses were performed;
  4. the person responsible for performing the analyses;
  5. the analytical techniques or methods used;
  6. the results of such analyses.
15. When requested by the Department, the permittee shall within a reasonable time furnish any information required by law, which is needed to determine compliance with the permit. If the permittee becomes aware the relevant facts were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be corrected promptly.

**REGULATORY SECTION:**

1. All construction must be in accordance with this permit. Before commencing work on project changes for which a construction permit modification is required per 62-555.536(1), the permittee shall submit to the Department a written request for a permit modification. Each such request shall be accompanied by one copy of a revised construction permit application, the proper processing fee and one copy of either a revised preliminary design report or revised drawings, specifications and design data. [F.A.C. Rule 62-555.536].
2. Permitted construction or alteration of public water supply systems must be supervised during construction by a professional engineer registered in the State of Florida if the project was designed under the responsible charge of a professional engineer licensed in the State of Florida. The permittee must retain the service of a professional engineer registered in the State of Florida to observe that construction of the project is in accordance with the engineering plans and specifications as submitted in support of the application for this permit. [F.A.C. Rule 62-555.520(3)].
3. If prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoe remains, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, the permitted project should cease all activities involving subsurface disturbance in the immediate vicinity of such discoveries. The permittee, or other designee, should contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section at 850.245.6333 or 800.847.7278, as well as the appropriate permitting agency office. Project activities should not resume without verbal and/or written authorization from the Division of Historical Resources and the permitting agency. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, *Florida Statutes*.
4. In accordance with General Condition #11 of this permit, this permit is transferable only upon Department approval. Persons proposing to transfer this permit must apply jointly for a transfer of the permit within 30 days after the sale or legal transfer of ownership of the permitted project that has not been cleared for service by the Department using form, 62-555.900(8), Application for Transfer of a PWS Construction Permit along with the appropriate fee. [F.A.C. Rule 62-555.536(5)]

**REGULATORY SECTION:**

5. This permit satisfies Drinking Water permitting requirements only and does not authorize construction or operation of this facility prior to obtaining all other necessary permits from other program areas within the Department, or required permits from other state, federal, or local agencies.
6. If gasoline contamination is found at the construction site, work shall be stopped and the proper authorities notified. With the approval of the Department, ductile iron pipe and fittings, and solvent resistant gaskets materials shall be used in the contaminated area. The ductile iron pipe shall be used in the contaminated area. The ductile iron pipe shall extend 100 feet beyond any solvent noted. Any contaminated soil that is excavated shall be placed on an impermeable mat, covered with waterproof covering, and held for disposal. If the site cannot be properly cleaned, then consultation with the Department is necessary prior to continuing with the project construction.
7. This permit does not constitute approval of construction on jurisdictional wetland areas; therefore such approval must be obtained separately from the Water Management District or from DEP ERP Section, as applicable, Permittee shall provide a copy of the permit approval to the Department if water main installation involves activities on wetlands.
8. Permittee shall ensure that the well and drinking water treatment facilities will be protected to prevent tampering, vandalism, and sabotage as required by Rule 62-555.315(1) & 62-555.320(5), F.A.C.

**SPECIFIC CONDITIONS:**

1. All products, including paints, which shall come into contact with potable water, either directly or indirectly, shall conform with National Sanitation Foundation (NSF) International, Water Chemicals Codex, Food Chemicals Codex, American Water Works Association (AWWA) Standards and the Food and Drug Administration, as provided in Rule 62-555.320(3), F.A.C.
2. Water supply facilities, including mains, pipe, fittings, valves, fire hydrants and other materials shall be installed in accordance with the latest applicable AWWA Standards and Department rules and regulations. The system shall be pressure and leak tested in accordance with AWWA Standard C600 C603, or C605, as applicable, and disinfected in accordance with AWWA Standard C651-653, as well as in accordance with Rule 62-555.340, F.A.C.
3. Permittee shall maintain vertical clearance and horizontal separation between water mains and sanitary sewers, storm sewers, etc. unless approved otherwise by the Department, as provided in Rule 62-555.314, F.A.C., and Section 8.6 of *Recommended Standards for Water Works*, a manual adopted by reference in Rule 62-555.330(3), F.A.C.
4. The permittee must instruct the engineer of record to request system clearance from the Department within sixty (60) days of completion of construction, testing and disinfecting the system. Bacteriological test results shall be considered unacceptable if the test were completed more than 60 days before the Department received the results. [F.A.C. Rule 62-555.340(2)(c)]

**SPECIFIC CONDITIONS:**

5. Prior to placing this project into service, Permittee shall submit, at a minimum, all of the following to the Department for evaluation and approval for operation, as provided in Rules 62-555.340 and 62-555.345, F.A.C.:
  - a. the engineer's *Certification of Construction Completion and Request for Clearance to Place Permitted PWS Components Into Operation* {DEP Form 62-555.900(9)};
  - b. certified record drawings, if there are any changes noted for the permitted project.
  - c. copy of a satisfactory pressure test of the process piping performed in accordance with AWWA Standards. [F.A.C. Rule 62-555.320(21)(a)(1)]
  - d. two consecutive days of satisfactory raw water main bacteriological analytical resultsIn order to facilitate the issuance of a letter of clearance, the Department requests that all of the above information be submitted as one package.
6. Prior to construction, all required permits or approvals must be obtained for all aspects of the project from the appropriate agencies.
7. This permit only covers the specific items addressed in the applicant's permit application package. Other existing system components were not reviewed for compliance with current standards and issuance of this permit does not certify that those components meet current standards.

Issued This 16<sup>th</sup> Day of May, 2014.

STATE OF FLORIDA DEPARTMENT OF HEALTH  
PALM BEACH COUNTY



Alina M. Alonso, MD, Director

c: Engineer-of-Record: John R. Leemon, P.E.  
Florida DEP: Linda Brien, P.G.

ENGINEER'S PROJECT NO.  
B2002.02

PROJECT: City of Lake Worth  
Water Treatment Plant Disinfection System and  
Instrumentation Improvements

DATE: June 6, 2014

## ADDENDUM NO. 2

TO: ALL PROSPECTIVE BIDDERS

Pursuant to the Instructions to Bidders on this Project, you are instructed to make the following modifications to the Project Contract Documents, which modifications shall constitute a portion of the Contract Documents and be an integral part of the Project:

### PROJECT MANUAL

1. Bid Form, page 00300-2, Item 7: Substantial Completion is 150 days and final completion is 180 days.

### TECHNICAL SPECIFICATIONS

1. Section 09900, Painting: Add 3.10 E. All chemical feed pipe shall be color coded per above schedule and in addition shall be labeled and flow arrows provided.
2. Section 11240, Ammonia Gas Feed System: Delete Sections 2.05, 2.07, and 2.08. For Section 2.06 Injector, paragraph A., revise injector rate to 500 PPD. For paragraph B, injector shall be 1".
3. Section 13321, Fabric Baffle Wall: Delete existing specification section and replace with attached section.
4. Section 13600, Inline Static Mixers:
  - a. Revise paragraph 2.02. A.3.: Maximum length – 5.5 feet flange to flange. Contractor to adjust length of pipe between the two 180° bends for additional length of static mixer.
  - b. Revise paragraph 2.02. A.8.: 95% mix at 5 pipe diameters downstream of mixer under all flow conditions above 2000 GPM.
  - c. Paragraph 2.03. A.: Delete requirement to locate injection port 6-inches upstream of mixing element.
5. Section 16900, Instrumentation and Controls: Revise 1.01. B.2 to: Interface with new ammoniator system with electric activator/positioner controller.

### QUESTIONS AND CLARIFICATIONS FROM PRE-BID MEETING

1. Work Hours: Monday through Friday from 7:00 a.m. to 5:00 p.m. If special operations require work outside of these hours, the contractor should advise 48-hours in advance and coordinate this work schedule with Engineer and plant operational staff.
2. Ammonia Piping: Generally outside piping is to be 316 SS and inside is to be Schedule 80 PVC unless otherwise noted.

00900-1

3. Clearwell Disinfection: Per section 02675 and AWWA C652, Method 2. City will provide a reasonable amount of water for clearwell cleaning and disinfection.
4. 24" Pipeline Construction between Clearwells: There are several small diameter conduits and bubbler system pipes near the east clearwell north wall. Protect these conduits and pipes during construction. Provide support to span trench while open.
5. Support Columns in the North and East Clearwells: Columns are cylindrical with a conical base and top section. See attached picture.
6. General Construction Sequence for Clearwell Work:
  - a. Only one clearwell may be out of service at a time.
  - b. Complete work in East Clearwell first and return to service.
  - c. Complete work in North Clearwell along with 24" permeate pipeline modification in Pump Room.
  - d. Contractor to provide a detailed construction sequence as required.
7. Clearwell Baffles:
  - a. The North and East Clearwell are both approximately 12-feet from floor to ceiling.
  - b. The East Clearwell will likely operate at a water level of less than 10.5-feet, but both clearwells could potentially have a high water level of 11-feet, likely for short durations.
  - c. The top of the curtain wall may be suspended from the ceiling in both clearwells. The curtain walls should be minimum 11-feet from the floor.
  - d. The 3' by 3' hatch opening is approximately the same for both clearwells.
  - e. In the North Clearwell the curtain wall should be attached to the 24" pipe penetrations with a pipe boot.

/s/ MOCK, ROOS ASSOCIATES, INC.

END OF ADDENDUM NO. 2

## SECTION 13321

### FABRIC BAFFLE WALL

#### PART 1 – GENERAL

##### 1.01 WORK INCLUDED

- A. This specification covers the design, fabrication, and erection of tension-fabric baffle systems composed of NSF 61 compliant geo-membrane 8130 XR-3-PW as manufactured by the Seaman Corporation of Wooster, Ohio for the clearwell as shown on the contract drawings and specified herein.
- B. The Contractor shall furnish all labor, materials, and equipment required to install the tensioned-fabric baffle system.

##### 1.02 SHOP DRAWINGS AND SUBMITTALS

- A. Before executing any of the work in this section, prints or drawings shall be submitted to the Engineer showing dimensions, sizes, thickness, gauges, materials, finishes, joints, attachment, anchorage, and erection procedures.

##### 1.03 EXPERIENCE REQUIREMENTS

- A. The baffle fabricator shall have furnished and had in satisfactory service for a period of not less than 10 years, at least 10 baffle systems with dimensions and quantities similar to the one specified for this project. The fabricator shall submit evidence of such with his submittal.
- B. The baffle fabricator shall be Engineered Textile Products, Inc. of Mobile, Alabama, 1-800-222-8277 or equal.

##### 1.04 GUARANTEE

- A. The baffle system shall be guaranteed for a period of 1 year from final acceptance against defective materials and workmanship.

##### 1.05 WARRANTY

- A. The geo-membrane manufacturer shall confirm in writing, that the material to be furnished will be free of defects in materials and workmanship at the time of the sale, and against deterioration due to effects of ozone, ultraviolet or other normal weathering on a pro-rated basis for up to 10 years from the date of completed installation. Manufacturer shall furnish a sample warranty for review and approval prior to shipment.

#### PART 2 – PRODUCTS

##### 2.01 DESIGN REQUIREMENTS

- A. The baffles shall conform to the specified dimensions and shall be designed for installation in potable water with chlorine and ammonia present in the tank in concentrations of 10 mg liter or greater. The baffle system shall be suitable for expected water levels with daily fluctuations and shall have adequate strength to resist 0.5 inch of water depth difference across the baffle.

- B. The baffles shall be erected and anchored to the floor, walls, and roof as shown in the shop drawings to provide a flow path for maximum contact time for potable water in the clearwell. The baffles shall be installed per the layout as shown in the construction drawings.

2.02 FABRIC

- A. The fabric shall be 8130 x R – 3 PW as manufactured by the Seaman Corporation of Wooster, Ohio.
- B. The fabric shall be listed by NSF61 as being acceptable for use in potable water. The fabric shall have a knitted polymer coated polyester fabric with a 6.5 oz. /sq. yd. minimum weight.
- C. The fabric shall be of good appearance and free of all defects such as holes, tears, blisters and any other defects that may affect its serviceability.
- D. The coated fabric shall not be less than 30 mils thickness with a +10 percent allowable variation. There shall be not less than 7 mils thickness of polymer coating over the base fabric.
- E. The polyester fabric shall be non-wicking.
- F. The coated fabric shall be UV stable (either black or black/white) in order to possess maximum UV resistance when exposed to the atmosphere for extended periods of time.
- G. The fabric shall meet or exceed the following minimum physical properties:

8130 XR <sup>®</sup> -3PW fabric	Standard	Metric
Base Fabric Type	Polyester	
Base Fabric Weight (nominal)	6.5 oz/yd <sup>2</sup>	220 g/m <sup>2</sup>
Thickness ASTM D 751	30.0 mils min	0.75 mm min
Weight ASTM D 751	30.0 ± 2 oz/yd <sup>2</sup>	1020 ± 70 g/m <sup>2</sup>
Tear Strength ASTM D 751, Trapezoid Tear	35/35 lb min	155/155 N min
Breaking Yield Strength ASTM D 751, Grab Tensile Procedure A	550/550 lb min	2450/2450 N min
Low Temperature ASTM D 2136, 4 hr - 1/8" mandrel	Pass @ -30°F	Pass @ -35° C
Dimensional Stability ASTM D 1204, 212°F - 1 hr	1.5% max each direction	1.5% max each direction
Adhesion Heat Sealed Seam ASTM D 751, Dielectric Weld	35 lb/2 in min	150 N/5 cm min
Dead Load Seam Shear Strength ASTM D 751, 4 hr test	2 in seam, 1 in strip 210 lb @ 70°F 105 lb @ 160°F	5 cm seam, 2.5 cm strip 935 N @ 21°C 465 N @ 70°C
Bursting Strength ASTM D 751, Ball Tip	650 lb min 800 lb typical	2890 N min 3560 N typical
Hydrostatic Resistance ASTM D 751, Method A	800 psi min	540 N/sq cm min
Blocking Resistance ASTM D 751, 180°F/82°C	#2 Rating max	
Adhesion - Ply ASTM D 413, Type A	15 lb/min or Film Tearing Bond	65 N/2.5 cm min or Film Tearing Bond
Bonded Seam Strength ASTM D 751, Grab Test Method, Procedure A	550 lb min	2450 N min

Abrasion Resistance ASTM D 3389, H-18 Wheel 1000 g load	2000 cycles (min) before fabric exposure 50 mg/100 cycles max weight loss	
Weathering Resistance ASTM G 153 (Carbon-Arc)	8000 hrs (min) - No appreciable changes or stiffening or cracking of coating	
Water Absorption ASTM D 471, Section 12 7 Days	0.025 kg/m <sup>2</sup> max @ 70°F/21°C 0.14 kg/m <sup>2</sup> max @ 212°F/100°C	
Wicking ASTM D 751	1/8 in max	0.3 cm max
Puncture Resistance ASTM D 4833	250 lb min	1110 N min
Coefficient Of Thermal Expansion/Contraction ASTM D 696	8 x 10 <sup>-9</sup> in/in/°F max	1.4 x 10 <sup>-9</sup> cm/cm/°C max

Seaming: Thermal welding methods are recommended.  
No Sewing, glues, or solvents are suggested.

## 2.03 FASTENERS AND HARDWARE

- A. All bolts, washers, nuts, and expansion anchors shall be type 316 stainless steel, minimum 3/8-inch diameter.
- B. Batten connection shall be shall be type 316 stainless steel flat bar, minimum 1/4 inch thickness by 2 inches wide.
- C. Floor and wall connection shall be type 316 stainless steel angle, minimum 1/4 inch thickness by 2 inches wide by 2 inches wide and 316 stainless steel flat bar, minimum 1/4 inch thickness by 2 inches wide by 2 inches wide continuous along curtain, with 3/8" diameter by 3" long anchor bolts spaced at a maximum of 2 feet on center.
- D. Ceiling and open connections shall be type 316 stainless steel angle clips, minimum 1/4 inch thickness by 2 inches wide by 2 inches wide by 2 inches long, with 3/8" diameter by 3" long anchor bolts spaced at a maximum of 3 feet on center.
- E. Suspension and Tension for the top and open ends of the curtain(s) shall be type 316 stainless steel 3/16" diameter cable with type 316 stainless steel 3/16" cable clamps and thimbles.
- F. Corner attachment shall be type 316 stainless steel angle, minimum 1/4-inch thickness by 2-1/2 inches wide by 2-1/2 inches wide and type 316 stainless steel flat bar, minimum 1/4 inch thickness by 2 inches wide by 2 inches wide from ceiling to floor bolted on each side of the baffle curtain at a maximum of 12 inches on center. The angle and bar shall be secured to the ceiling and floor with type 316 stainless steel angles, minimum 3/8 inch thickness by 6 inches wide by 6 inches wide by 2 inches long with 1/2" diameter by 3" long anchor bolts.

## PART 3 – EXECUTION

### 3.01 COORDINATION

- A. The baffle manufacturer shall coordinate with the Engineer concerning loading on the clearwell, attachment details, and the sequence of construction. Installation details shown in the shop drawings are provided as a guide for the contractor.

### 3.02 PREPARATION AND FABRICATION

- A. Prior to factory seaming, all roll goods shall be inspected. All factory seams shall be made by thermal fusion methods. All factory seams shall have a minimum scrim-to-scrim overlap of one and one-half inches (1-1/2") when fabricated. All seams shall be made so that thermal fusion bond extends fully along the width of the sheet so that no loose edges are present.

### 3.03 INSPECTION

- A. All sheets and seams shall be 100% visually inspected during fabrication. No defective seams or exposed scrim will be allowed. All exposed scrim edges shall be sealed with an approved polypropylene edge sealant or capped with a strip of unreinforced polypropylene. All indicated repairs shall be made by the geomembrane fabricator before the panels are packaged for shipment.
- B. In addition to visual inspection, a 48-inch (1.2m) weld sample shall be made with each factory seam welding unit used in this work at the beginning of every work shift and every four hours of production thereafter. Sample shall be taken from a seam specifically made for quality testing and not taken from the fabricated panel itself. Test specimens shall be cut at quarter points from each 48-inch seam sample (a total of three places) and tested for seam strength and peel adhesion. The shear seam strength shall be tested in accordance with ASTM D751 as modified in Annex A of ANSI/NSF 54. The peel adhesion shall be tested in accordance with ASTM D 4437 as modified in Annex A of ANSI/NSF 54.
  - 1. A log shall be maintained showing the date, time, panel number and test results. Failure of the material and/or seams to meet all the requirements of these specifications may be cause for rejection of the material and/or seams as appropriate. The Fabricator shall provide the test results to the Owner or Engineer upon request.
- C. Upon completion of baffle wall installation, the contractor, engineer, and manufacturer's representative shall visually inspect the baffle walls for damage. For minor damage the repairs shall be made with newly manufactured material cut with rounded corners extending 4-inches in each direction from the damaged area. The entire repair shall be completely welded to the baffle wall. For major damage the entire panel shall be rejected and replaced with undamaged new material.

### 3.04 INSTALLATION

- A. Prior to installation, all unnecessary material and equipment shall be removed from the clearwell and the floor shall be swept clean.
- B. Provide baffle materials in bundles sized to fit through a roof access hatch opening of 3-feet by 3-feet.
- C. All work shall be fabricated and erected in accordance with the approved submittal drawings. For those baffles requiring widths greater than the coated fabric available from the manufacturer, a thermal fusion heat seam nominal 2 inches wide shall be used at those locations to join multiple widths of fabric together. The strength of the seam shall be as great as or greater than the parent material in shear strength.
- D. All baffle penetrations shall be punched.

- E. Baffle shall be secured to the floor and wall with type 316 stainless steel angles with type 316 stainless steel expansion anchors spaced at a maximum of 3 feet on center. Provide 3/8-inch polypropylene rope in the 4" wide, double hem on the perimeter of the baffle curtain(s). The 3/8-inch polypropylene rope inside the 4" wide hem shall be behind the stainless steel plates at floor and wall locations.
- F. Provide stainless steel 1/4" x 2 inch wide by 2 inch wide by 2 inch long angle clips to be attached to the ceiling and wall of the clearwell for suspending or tensioning the baffle curtain from the top and open end. Provide type 316 stainless steel 3/16" diameter cable from the ceiling to the top edge and from the wall to the open end of the baffle curtain to tension or suspend the baffle curtain. The type 316 stainless steel 3/16" diameter cable shall be secured using type 316 stainless steel 3/16" cable clamps. Provide two type 316 stainless steel support plates, minimum 1/4" thickness by 3" wide by 3" long, sandwiching the baffle curtain on the top edge and open end of the baffle wall with 3/8-inch bolts for connection to the stainless steel cables.
- G. For corners and elsewhere as needed, provide a type 316 stainless steel angle, minimum 1/4-inch thickness by 2-1/2 inches wide by 2-1/2 inches wide and type 316 stainless steel flat bar, minimum 1/4 inch thickness by 2 inches wide by 2 inches wide sandwiching the baffle curtain from the ceiling to floor bolted at a maximum of 12 inches on center. Provide type 316 stainless steel angles, minimum 3/8 inch thickness by 6 inches wide by 6 inches wide by 2 inches long securing the baffle curtain to the ceiling and floor with 1/2" diameter by 3" long anchor bolts.
- H. Hardware and fasteners shall be made of type 316 stainless steel.
- I. Contractor shall supply the services of a fabricator factory representative for a minimum of two, one day visits, one at the beginning of the installation of the baffle system and the second at the end of the baffle system installation.

END OF SECTION

ENGINEER'S PROJECT NO.  
B2002.02

PROJECT: City of Lake Worth  
Water Treatment Plant Disinfection System and  
Instrumentation Improvements

DATE: June 11, 2014

**ADDENDUM NO. 3**

TO: ALL PROSPECTIVE BIDDERS

Pursuant to the Instructions to Bidders on this Project, you are instructed to make the following modifications to the Project Contract Documents, which modifications shall constitute a portion of the Contract Documents and be an integral part of the Project:

**TECHNICAL SPECIFICATIONS**

1. Section 02618, Stainless Steel Pressure Pipe and Fittings: Add to paragraph 2.02. A.2. All 24" stainless steel piping for the permeate piping modification shown on drawing sheet C1-3 shall be Schedule 10.

/s/ MOCK, ROOS ASSOCIATES, INC.

END OF ADDENDUM NO. 3

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## SECTION 01000

### GENERAL REQUIREMENTS

#### 1.0 PROJECT LOCATION

- A. Lake Worth Water Treatment Plant, 301 College Street, 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:

<u>Percent of Contract Price Less Mobilization Earned</u>	<u>Allowable Percent of the Lump Sum Price of Mobilization</u>
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. 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 six (6) 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, six (6) hard copies and six (6) 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.
- B. The Water Treatment Plant must remain in continuous operation. Only selected portions may be taken out of service at any given time. The Contractor shall include these events in his schedule and phasing plan. The Contractor must coordinate any outage in advance with the Engineer and Owner's operational staff.

#### 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 GENERAL ALLOWANCE

- A. 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. Additional terms and conditions of the General Allowance are set forth in Paragraph 11.8 of the General Conditions.

END OF SECTION

SECTION 01025  
MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Measurement and payment criteria applicable to the Work performed under a Unit Price payment method.

1.02 AUTHORITY

- A. Measurement methods delineated in the individual Specification sections are intended to complement the criteria of this Section. In the event of conflict, the requirements of the individual Specification section will govern.
- B. The Engineer will take all measurements and compute quantities unless noted otherwise herein.
- C. Contractor to assist Engineer by providing necessary equipment, workers, and survey personnel as required.

1.03 UNIT QUANTITIES SPECIFIED

- A. Quantities and measurements indicated in the Bid Form are for bidding and Contract purposes only. Quantities and measurements supplied or placed in the Work and verified by the Engineer will determine payment. Waste will not be included in the measurements or quantities.
- B. If the actual Work requires more or fewer quantities than those quantities indicated, provide the required quantities at the Contract Unit Price.

1.04 VOLUME MEASUREMENT

- A. Measured by cubic dimension using mean length, width, and height or thickness.
- B. For excavation of lakes, canals, ditches, etc., material will be measured in its original position by a Professional Land Surveyor who is licensed in the State of Florida. The Surveyor will be retained by the Contractor. Quantities will be based on before and after cross sections determined by the Surveyor. Payment will not be made for excavation beyond the lines shown on the Drawings.

1.05 AREA MEASUREMENT

- A. Measured by square dimension using mean length and width or radius.

1.06 LINEAR MEASUREMENT

- A. Measured by linear dimension, at the item centerline or mean chord.
- B. For pipelines, the length will be measured from center of structure or fitting to center of structure or fitting.

1.07 PAYMENT

- A. Payment Includes: Full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.

- B. Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities accepted by the Engineer multiplied by the unit price for Work which is incorporated in or made necessary by the Work.
- C. Payment for lump sum items will be made on the basis of percentage complete as approved by the Engineer.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01720  
RECORD DOCUMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. On site maintenance of Record Documents.
- B. Required record information.

1.02 MAINTENANCE

- A. Maintain on site, one set of the following Record Documents; record actual revisions to the Work:
  - 1. Drawings.
  - 2. Specifications.
  - 3. Addenda.
  - 4. Change Orders and other modifications to the Contract.
  - 5. Shop Drawings, product data, and samples.
- B. Store Record Documents separate from documents used for construction.
- C. Record information concurrent with construction progress.
- D. In the interest of timely detection of non-conforming Work, all Record Drawing information must be furnished to the Engineer prior to submitting for payment of that particular item. No progress payment application requests will be approved by the Engineer without satisfactory record drawings for that particular items(s).
- E. Under no circumstances will roadway paving Work be allowed to start until the Engineer has reviewed the Record Drawing information for Work constructed within the roadway area that will be paved.
- F. All Record Drawing information such as elevations, distances, location of underground utilities, lake cross-sections, and road cross-sections must be obtained by a Professional Surveyor and Mapper, who is licensed in the State of Florida. The Surveyor will be retained by the Contractor. Information must be signed and sealed.
- G. Record Documents must be available to Engineer for examination at any time during the progress of the Work.
- H. Submit completed Record Documents upon completion of the Work and prior to application for final payment.
- I. Show record information in bold or boxed out to stand out from rest of Drawing.
- J. Record actual revision dates of the Work.

1.03 REQUIRED RECORD DRAWING INFORMATION

- A. All elevations and horizontal locations shown on the Drawings must be verified. Verification or deviation must be clearly indicated on the Drawings.
- B. Water
  - 1. Top of pipe elevations at 100 foot intervals.

2. Distance from the reference points shown on the Drawings.
3. Horizontal location at 100 foot intervals.
4. Location of water services, valves, fittings, hydrants, blowoff points, etc. by stationing and offsetting from wastewater manholes. If wastewater manholes are not located nearby, use reference points shown on the Drawings.
5. Details of any design changes.
6. Location of utilities and miscellaneous structures encountered which are different from or not shown on the Drawings.
7. Elevations and clearances when water mains cross either wastewater or drainage pipe.
8. Changes in pipe material.

C. Conduit Sleeves

1. Horizontal location and size of conduit.

D. Structural

1. Obtain horizontal and vertical locations and elevations for all structural components, including but not limited to, intake structure including piles and cap, slabs, building and building features, grating, trash rack, etc.

E. General Site

1. Spot elevations shall be taken at a reasonable grid interval for finished grade verification. Obtain spot elevations at all grade or contours (as shown on the Drawings), grade breaks, property lines, and limits of construction.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.01 CONTRACTOR RESPONSIBILITIES

- A. Record document information not required to be obtained by a Professional Surveyor and Mapper must be obtained by the Contractor.
- B. Mark Record information on one clean set of prints of the Contract Documents.
- C. Each Drawing must be stamped indicating that the information has been reviewed by the Contractor.

END OF SECTION

## SECTION 02108

### VIDEO-TAPING

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Video-taping the pre-construction conditions of the surface features within the construction area and post construction (clean-out) dive inspection video of wetwells.

##### 1.02 SUBMITTALS

- A. Pre Construction: Submit two completed DVD media that is playable on standard DVD players to Engineer at least seven calendar days prior to commencing construction and delivery of any materials and/or equipment.
- B. Post Construction: Submit two completed DVD media that is playable on standard DVD players to Engineer for review prior to substantial completion.

##### 1.03 QUALITY ASSURANCE

- A. Video-taping must be done by a responsible commercial firm known to be skilled and regularly engaged in the business of pre-construction video documentation.

#### PART 2 PRODUCTS

##### 2.01 MATERIALS

- A. DVD Media: Standard name-brand high quality write-once media. New, not previously used.

#### PART 3 EXECUTION

##### 3.01 PRE CONSTRUCTION VIDEO-TAPING

- A. Video-taping shall be performed and submitted at least seven calendar days prior to the commencement of construction and delivery of any materials and/or equipment. Upon review by the Engineer, and prior to commencement of construction and delivery of any materials and/or equipment, additional video-taping of any portions of the construction areas that are not adequately documented on the initial video-tapes may be required.
- B. Video-tape the pre-construction conditions of the surface features within the construction area.
- C. The video-tape will serve as a record of the pre-construction conditions for disputes arising from restoration, and should, therefore, be taken within the construction area in sufficient detail as necessary to clearly depict pre-construction conditions.
- D. Indicate the date and time (hour, minutes and seconds) on which the video-tapes were recorded.
- E. Video-tapes shall record video with simultaneous audio to assist viewer orientation with any needed identification, differentiation, clarification, or objective description of the features being shown with audio recording of commentary by the camera operator. The audio recording shall be free of any conversations between the camera operator and other production technicians.
- F. Camera Height and Stability: Do not exceed 10 feet vertical distance between camera lens and the ground when conventional wheeled vehicles are used as conveyances for the recording system.

- G. Camera Control: Control camera pan, tilt, zoom-in and zoom-out rates such that recorded objects will be clearly viewed during video tape playback. Control or adjust camera and recording system controls such as lens focus, aperture, light, and white balance to maximize picture quality.
- H. Viewer Orientation Techniques: Use existing landmarks including but not limited to, all visible house and business addresses, to maintain viewer orientation.
- I. Video Tape Log: Provide a written log of each video tape's contents including but not limited to, the names of the streets or easements, coverage beginning and ending, directions of coverage, and the date upon which the recording was made.
- J. All video-tapes and DVD's become the property of the Owner.

### 3.02 POST CONSTRUCTION VIDEO TAPING

- A. Video-tape the post-construction conditions of the surface of the wetwells to verify miscellaneous materials have adequately been removed.

END OF SECTION

## SECTION 02220

### EXCAVATING, BACKFILLING, AND COMPACTING

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Excavation for structures, pipelines, lakes, canals, ditches, etc.
- B. Backfilling of structures and pipelines.
- C. Dewatering.
- D. Compacting.
- E. Abandonment using Flowable Fill

##### 1.02 REFERENCES

- A. ASTM C136-84 - Sieve Analysis of Fine and Coarse Aggregates.
- B. ASTM D2922-81 - Density of Soil-Aggregate in Place by Nuclear Methods.
- C. AASHTO T-180/ASTM D1557-78 - Moisture Density Relations of Soils and Soil Aggregate Mixtures, Using 10 lb. Hammer and an 18 inch Drop.
- D. AASHTO T-99/ASTM D2168,5.5-5.7, Moisture Density Relations of Soils using a 5.5 lb. Hammer and 12-inch drop, Method C Modified.

##### 1.03 REGULATORY REQUIREMENTS

- A. Contractor is responsible for the provisions of the Occupational Safety and Health Administration's excavation safety standards, 29 C.F.R.s. 1926.650 Subpart P, which requires excavations exceeding five (5) feet in depth to be shored or sloped to the angle of repose.

##### 1.04 PREVENTION, CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION

- A. Contractor shall provide for and be responsible for the prevention, control, and abatement of erosion and water pollution until completion of the Project.
- B. Contractor shall provide all temporary erosion control features necessary to prevent, control, and abate erosion and water pollution.
- C. Contractor shall comply with the water quality standards of the State of Florida. The Contractor is cautioned that during the execution of the Work, creation of turbidity in excess of 29 Nephelometric Turbidity Units (NTU's) above the natural background level and/or directly or indirectly affecting the water quality in the waters of the State in such a manner as to exceed the limitations on the concentration of various constituents for such water as prescribed in Chapter 62-302 of the Florida Administrative Code, is a violation of the water quality standards of the State of Florida.

#### PART 2 PRODUCTS

##### 2.01 BACKFILL MATERIAL

- A. Backfill with an approved material, free from large clods, rocks larger than 1 inch, organic material or other extraneous material.

## PART 3 EXECUTION

### 3.01 PREPARATION

- A. Identify required lines, levels, contours and datum.
- B. Identify known below and above grade utilities. Stake and flag locations.
- C. Maintain and protect existing utilities remaining which pass through Work area.
- D. Verify stockpiled fill is approved.

### 3.02 EXCAVATION

- A. Perform the excavation of all substance(s) encountered for construction as shown on the Drawings and/or as specified herein, or as approved by the Engineer by hand dredge methods only. Contractor shall dispose of all substances encountered at an appropriate legal site.
- B. When a masonry or concrete structure rests on an excavated surface other than rock, special care must be taken to avoid disturbing the bottom of the excavation. Final removal of the existing material to foundation grade is not to be started until just before the masonry or concrete foundation is to be placed.
- C. Excavate pipe trenches to a depth as shown on the Drawings. If over-excavation occurs, place a layer of fine crushed rock or compacted coarse sand to secure a firm foundation for the lower one-third of the pipe.
- D. The maximum width of the trench at the top of the pipe must not be greater than 2 feet more than the nominal diameter of the pipe, unless otherwise specified. If this maximum is exceeded, it will be the Contractor's responsibility to provide adequate support (concrete cradle or crushed rock and compacted coarse sand) at the location of the trench width over excavated.
- E. Keep pipe laying operations as close to the excavation as practical during the execution of the Work.
- F. If rock is encountered at the foundation grade of a masonry or concrete structure, excavate the rock in such a manner as to allow the solid rock to be exposed. Prepare in horizontal beds for receiving the masonry or concrete. Remove all loose and disintegrated rock or thin strata. Cut back roots to 12 inches below the foundation grade.
- G. If rock is encountered at the grade line of a pipe line, remove the rock so that at no place will it be closer than 6 inches to the finished pipe line. After the excavation is completed, place and tamp a bed of selected backfill (coarse sand and fine crushed rock) to at least 6 inches deep. Cut back roots to 12 inches below pipe grade.
- H. Remove any water accumulated in the pipe trench and/or structure excavation and keep the excavation de-watered until the bedding is complete. Accomplish in a manner so as to not create any nuisance to adjacent property or public thoroughfare. Do not use the pipeline being installed as a drain for such water. Meet all laws, codes, ordinances, and government regulations when de-watering.
- I. Provide all bracing, sheeting, and shoring necessary to perform and protect all excavations, as required for safety, or in accordance with governing laws. Remove all sheeting during backfilling operations except as otherwise noted herein or approved by the Engineer. Remove bracing, sheeting, and shoring in such a manner as not to disturb the completed Work.

Whenever bracing or shoring is driven to a depth below the top of pipe elevation, that portion of the sheeting below the top of the pipe must not be disturbed or removed. Whenever bracing or

sheeting is driven for protection of trench walls in a water-bearing soil, no portion of such sheeting is to be removed below existing ground water table level unless otherwise approved by the Engineer.

- J. Unsuitable Foundation - In case the soil conditions encountered at the grade line of the pipe trench or structure excavation are found to be unsuitable, the Engineer must be notified to review the character of the foundations prior to continuing the Work.

### 3.03 BACKFILLING

- A. Backfilling of structure (manholes, pump stations, sidewalks, etc.) excavations and required fill under structure slabs are to be done in horizontal lifts not exceeding eight inches in depth (compacted thickness), and compacted to a density of not less than 95 percent of the maximum density determined by AASHTO T-180.
- B. Place backfill material for pipe excavation evenly and carefully around and over pipe and under lower sections of pipe in 6-inch maximum lifts. Hand-tamp backfill around the pipe. Each lift is to be thoroughly and carefully rammed until one foot of cover exists over the pipe. The remainder of the backfill is to be placed in eight inch lifts (compacted thickness), moistened, and mechanically compacted to a density of not less than 100 percent of the maximum density as determined by AASHTO T-99 Method C, unless otherwise noted. Water settling may be utilized at the option of the Contractor, however, the dewatering system must remain in service until all required density determinations are performed.
- C. For structures and rigid pipelines where the backfill lies within a pavement subgrade, the backfill must be compacted to a density not less than 100 percent of the maximum density determined by AASHTO T-99 Method C.
- D. For flexible pipe lines (i.e. PVC pipe or corrugated metal pipe) where the backfill lies within a pavement subgrade, the subgrade backfill to 6 inches above the top of the pipe must be compacted to a density not less than 100 percent of the maximum density determined by AASHTO T-99 Method C. The remaining backfill to grade is to be compacted to a density not less than 98 percent of the maximum density determined by AASHTO T-180.
- E. Compact the upper one (1) foot of undisturbed subgrade or foundation grade disturbed during construction to a density not less than 98 percent of the maximum density as determined by AASHTO T-180.

### 3.04 PIPELINE ABANDONMENT OR TRENCH FILL USING FLOWABLE FILL AND EXCAVATABLE FILL

- A. Pipelines where noted on the drawings to be grouted and abandoned in place shall be filled with excavatable flowable fill (grout) per Section 121, FDOT Standard Specifications for Road and Bridge Construction, Latest Edition.
- B. Contractor shall locate his setups and weep points to assure that the pipe has been completely filled and furnish documentation to that effect in the form of logs, photographs, grout truck delivery tickets and such like.

### 3.05 TOLERANCES

- A. Top Surface: Plus or minus 0.1 foot.

3.06 TESTING

- A. Density tests for subgrade and backfill shall will be performed by an independent testing laboratory in accordance with Division 1: General Requirements. The Contractor is responsible for scheduling density tests and for the coordination of the testing with the testing laboratory and Engineer.

3.07 FIELD OBSERVATIONS

- A. All structures, pipelines, pipeline joints, and other construction are subject to field observation by the Engineer and Owner prior to backfilling.

END OF SECTION

## SECTION 02523

### SIDEWALKS, DRIVEWAYS, AND CURBS

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Concrete sidewalks, driveways, curbs, and gutters.

##### 1.02 RELATED SECTIONS

- A. Section 02210 - Grading.

##### 1.03 REFERENCES

- A. AASHTO T 180/ASTM D1557-00 - Laboratory Compaction Characteristics of Soil Using Modified Effort.
- B. ACI 347R-94 - Guide to Formwork for Concrete.
- C. ASTM A185-97 - Steel Welded Wire Fabric, Plain, for Concrete Reinforcement.
- D. ASTM A615-01 - Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
- E. ASTM C33-01 - Concrete Aggregates.
- F. ASTM C39-01 - Compressive Strength of Cylindrical Concrete Specimens.
- G. ASTM C42-99 - Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.
- H. ASTM C94-00 - Ready-Mixed Concrete.
- I. ASTM C143-00 - Slump of Hydraulic Cement Concrete.
- J. ASTM C150-00 - Portland Cement.
- K. ASTM C260-01 - Air-Entraining Admixtures for Concrete.
- L. ASTM C309-98 - Liquid Membrane - Forming Compounds for Curing Concrete.
- M. ASTM D1751-99 - Preformed Expansion Joint Filler for Concrete Paving and Structural Construction.
- N. ASTM D2922-01 - Density of Soil and Soil-Aggregate in Place by Nuclear Methods.

##### 1.04 SUBMITTALS

- A. Concrete mix design indicating the proportions of cement, coarse aggregate, fine aggregate, water, and admixtures. Mix design sheet must also indicate slump, design strength, and water-cement ratio.

#### PART 2 PRODUCTS

##### 2.01 MATERIALS

- A. Forms: Conform to ACI 347.

- B. Reinforcing Steel: ASTM A615, Grade 60, new deformed billet steel.
- C. Welded Steel Wire Fabric: Plain type, ASTM A185.
- D. Expansion Joints: 1/2 inch thick preformed non-extruding joint filler meeting ASTM D1751.
- E. Concrete: Cement (ASTM C150, Type I), aggregates (ASTM C33), and potable water mixed in accordance with ASTM C94. Minimum of 470 lbs. of cement per cubic yard of concrete. Water-cement ratio less than or equal to 0.55. Slump of 0-5 inches. 3000 psi minimum compressive strength at 28 days.
- F. Air-Entraining admixture to be from two to six percent.
- G. Curing Compound: ASTM C309, Type 1 or 1-D, Class A.

### PART 3 EXECUTION

#### 3.01 SUBGRADE PREPARATION

- A. Prepare subgrade in accordance with Section 02210.
- B. Compacted density to be at least 98 percent of the maximum density determined by AASHTO T180.
- C. Verify gradients and elevations of subgrade are correct.
- D. Just prior to placing concrete, moisten subgrade and forms to provide a uniform dampened surface at the time concrete is placed.

#### 3.02 CONCRETE PLACEMENT

- A. Maintain concrete temperature at time of placement below 90 degrees Fahrenheit.
- B. Deposit concrete on the subgrade in a manner which will minimize rehandling.
- C. Do not disturb expansion joints.
- D. Consolidate concrete against and along the faces of all forms, and along the full length on both sides of all joint assemblies.

#### 3.03 JOINT CONSTRUCTION

- A. Contraction Joints for Sidewalks and Driveways: Sidewalk joints are to be spaced 5 feet on center unless noted otherwise on Drawings. Driveway joints are to be spaced 15 to 18 feet on center unless noted otherwise on Drawings. Use saws equipped with shatterproof abrasive or diamond rimmed blades. Cut joints into concrete as soon as the surface will not be ravelled or otherwise damaged by the cutting action. Cut slot, 3/16 inch wide and not less than 1 1/2 inches deep. Joints must be completed between four (4) and twelve (12) hours after placing concrete.
- B. Contraction Joints: The maximum joint spacing to be 15 feet. Depth no less than one-fourth (1/4) the pavement thickness. Width, one-eighth (1/8) inch to one-fourth (1/4) inch. Joints must be continuous across the slab unless interrupted by a full depth joint and must extend completely through any integral curbs. Alignment may be skewed or warped where necessary to reach points of stress concentration. Form using saws equipped with shatterproof abrasive or diamond rimmed blades. Cut joints into concrete paving as soon as the surface will not be ravelled or otherwise damaged by the cutting action. Joints must be completed between four (4) and twelve (12) hours after concrete has been placed. Zip strips may be used in appropriate locations.

- C. Construction Joints: Place full depth construction joints at the end of concrete pours and at locations where placement operations are stopped for a period of thirty (30) minutes or more except where such pours terminate at expansion joints.
- D. Expansion Joints for Sidewalks and Driveways: Construct at 100 foot intervals (unless noted otherwise on Drawings), between sidewalk and driveways, at sidewalk intersections, and around all other fixed objects within the sidewalk or driveway. Joints must contain preformed joint filler for the full depth. Edges must be finished with a 1/4 inch radius.
- E. Expansion Joints for Curbs: Construct at all inlets and radius points, where new curb abuts an existing fixed object, and at intervals of 500 feet. Joints must contain 1/2 inch preformed joint filler for the full depth of the curb.

#### 3.04 FINISHING

- A. Adding water to the surface of the concrete to assist in finishing operations is not permitted.
- B. A uniform gritty non-slip finish must be provided by brushing the surface with a stiff-bristled broom or by dragging a 'burlap bag' over the surface just before the water sheen disappears.
- C. After the final finish has been applied, but before the concrete has become nonplastic, the edges on each side of expansion joints, construction joints, and along any structure extending into the concrete are to be carefully rounded to a 1/4 inch radius. Finish sidewalk and driveway edges with a 1/4 inch radius edging tool. Produce a well-defined and continuous radius and a smooth, dense mortar finish. Remove all concrete from the top of the joint filler.

#### 3.05 CURING

- A. After the finishing operations have been completed and as soon as the concrete has hardened sufficiently such that marring of the surface will not occur, the entire surface and the edges of the newly placed concrete are to be cured using a liquid curing compound. Rate of application to be 200 square feet per gallon or as recommended by the manufacturer.
- B. Do not leave the concrete exposed for a period in excess of 30 minutes between stages of curing or during the curing period.

#### 3.06 BACKFILLING

- A. After the concrete has set sufficiently, but not later than three days after pouring, refill the spaces in front and back of curb/sidewalk to the required elevation with suitable material.

#### 3.07 FIELD OBSERVATIONS

- A. The subgrade and formwork prior to placing concrete.
- B. Concrete placement activities.
- C. Furnish a delivery ticket for each batch of concrete unloaded if so requested by the Engineer.

END OF SECTION

## SECTION 02613

### DUCTILE-IRON PIPE

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Ductile iron pipe and fittings for Potable Water, Wastewater, and Reclaimed Water Systems, sizes 3 inch diameter through 64 inches in diameter.

##### 1.02 RELATED SECTIONS

- A. Section 02220 - Excavating, Backfilling and Compacting.
- B. Section 02675 - Disinfecting Water Mains.

##### 1.03 REFERENCES

- A. ASTM A153-01 - Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
- B. ASTM A 197-00 - Cupola Malleable Iron.
- C. ASTM A 307-00 - Carbon Steel Bolts and Studs, 60,000 PSI Tensile Strength.
- D. ASTM A 506-00 - Alloy and Structural Alloy Steel, Sheet and Strip, Hot-Rolled and Cold-Rolled.
- E. ASTM A 536-99 - Ductile-Iron Castings.
- F. ASTM A 575-96 - Steel Bars, Carbon, Merchant Quality, M-Grades.
- G. ASTM D 1248-00 - Polyethylene Plastics Extrusion Materials for Wire and Cable.
- H. ASTM D 2794-93 - Test Method for Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact).
- I. AWWA C104-08 - Cement-Mortar Lining for Ductile-Iron Pipe and Fittings for Water.
- J. AWWA C105-05 - Polyethylene Encasement for Ductile-Iron Pipe Systems.
- K. AWWA C110-08 - Ductile-Iron and Gray-Iron Fittings, 3 inch through 48 inch for Water.
- L. AWWA C111-07 - Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.
- M. AWWA C115-06 - Flanged Ductile-Iron Pipe with Ductile-Iron or Gray-Iron Threaded Flanges.
- N. AWWA C150-08 - Thickness Design of Ductile-Iron Pipe.
- O. AWWA C151-09 - Ductile-Iron Pipe, Centrifugally Cast, for Water or Other Liquids.
- P. AWWA C153-06 - Ductile-Iron Compact Fittings, 3 inch Through 64 inch, for Water Service.
- Q. AWWA C 600-05 - Installation of Ductile-Iron Water Mains and Their Appurtenances.

##### 1.04 SUBMITTALS

- A. Manufacturer's technical product data for pipe and fittings.

## 1.05 QUALITY ASSURANCE

- A. Each pipe and fitting must be marked with the following information: weight, pressure or thickness class (as applicable), manufacturer's mark, and the letters "DI" or "DUCTILE".

## PART 2 PRODUCTS

### 2.01 PIPE

- A. Manufactured in accordance with AWWA C151.

Size (inches)	Pressure Class	Special Thickness Class
3-20	--	51
24	350	--
30-42	300	--
48-64	250	--

- B. Push-on type joints conforming to AWWA C111.
- C. Flanged Joints (where specified on the Drawings): Conform to AWWA C115. Ductile iron conforming to the chemical and physical properties specified in AWWA C110. Pipe to be Special Thickness Class 53. Do not thread or flange pipe in the field.
- D. On watermain pipe provide one blue identification stripe for the entire length of the pipe section for mains less than 12 inches in diameter. Provide 2 stripes for mains 12 inches in diameter and greater.

### 2.02 FITTINGS

- A. Mechanical: AWWA C153 with joints conforming to AWWA C111. All buried fittings to be mechanical type.
- B. Flanged: AWWA C110 for 3 inch through 48 inch and AWWA C153 for 54 inch through 64 inch. Joints to conform to AWWA C111. All above ground fittings to be flanged.

### 2.03 COATINGS AND LININGS

- A. Cement-mortar lined in pipe used for Raw Water, Potable Water, and Reclaimed Water Systems conforming to AWWA C104.
- B. Polyethylene Encasement (where specified on the Drawings):
1. Conforms to AWWA C105.
  2. 8 mil thick tube or sheet of plastic meeting ASTM D1248.
  3. Exposure of wrapped pipe should be kept to a minimum.
- C. Epoxy lining for pipes used in wastewater systems.
1. The lining material for pipe and fittings to be Protecto 401. Apply in strict conformance with the manufacturer's recommendations. Provide minimum 40 mils dry film thickness.
- D. Buried Pipe shall have 1 mil asphalt coating.

## 2.04 ACCESSORIES

- A. Clamps, straps and washers : ASTM A 506.
- B. Rods: ASTM A 575.
- C. Rod Couplings: ASTM A 197.
- D. Bolts and Nuts: ASTM A 307, Grade B.
- E. All bolts, nuts, washers, couplings, rods, clamps, and straps are to be hot-dipped galvanized per ASTM A153.
- F. Thrust Blocks: Concrete with a minimum compressive strength of 2500 psi at 28 days. Allowed only where called for on the drawings or where approved by the Engineer.
- G. Restrain pipe joints using either 'Field Lok' gaskets as manufactured by U.S. Pipe or 'Fast Grip' gaskets as manufactured by American Ductile Iron Pipe.
- H. Restrain fittings using 'Megalugs' as manufactured by Ebaa Iron Sales, Inc.

## PART 3 EXECUTION

### 3.01 INSTALLATION

- A. Install ductile iron pipe in accordance with AWWA C600.
- B. Clean gaskets, sockets, and spigots of all foreign matter.
- C. When ductile iron pipe is cut in the field, smooth the rough cut edge with a grinder or coarse file and bevel the end so that the cut end does not damage the gasket.
- D. Lubricate the exposed face of the gasket and the spigot with the pipe and/or fitting manufacturers' recommended joint lubricant.
- E. The interior of the pipe must be thoroughly cleaned of all foreign matter before being lowered into the dry trench and kept clean during laying operations by means of plugs or other approved methods.
- F. Provide bell holes in the subgrade to accommodate the bells and to insure that the barrels are in contact with the foundation throughout it's full length exclusive of the bell.
- G. Restrain from movement all reaction forces at bends (11-1/4 degrees or greater), tees, valves, and plugs by mechanical restraints as specified on the Drawings.
- H. Provide minimum 30 inch depth of cover except where otherwise shown on the Drawings.
- I. Coat all bolts, nuts, studs, and other uncoated parts with a coal-tar epoxy coating prior to backfilling.

### 3.02 CLEANING

- A. Upon completion of the pipe installation, the mains are to be flushed or swabbed by forcing under water pressure a soft sided swab through the mains to remove dirt and any other foreign matter.
- B. When canon flushing, achieve a minimum velocity of 2.5 feet per second in the pipe. The duration of the flushing to be sufficient to provide a minimum flush volume equal to three times the internal volume of the pipeline being flushed.

- E. The cost of canon flushing and swab cleaning, as applicable, is to be included in the cost of the pipe.

### 3.03 HYDROSTATIC TESTING

- A. All pressure mains must be subjected to a pressure and leakage test of at least 2 hours in duration.
- B. Test mains after the pipe and fittings are properly restrained but before backfilling the fittings.
- C. Contractor must furnish own source of potable water.
- D. The length of pipe to be tested at one time must not exceed the length allowed by the controlling utilities company, or 1500 feet, whichever is less.
- E. Before applying the specified test pressure, expel air completely from the pipe, valves, and hydrants.
- F. Subject pipelines to a gauge pressure of 150 psi. Subject fire service lines to a gauge pressure of 200 psi. The pressure must not vary by more than 5 psi for the duration of the test.
- G. Inspect the line being tested. Stop all visible leaks by an approved method regardless of the leakage test results.
- H. Maximum leakage allowed will be as set in Section 5.2 of AWWA Standard C600.
- I. If leakage is at a rate in excess of that allowed, the Contractor must tighten the joints or replace the defective Work until the leakage is reduced to within the allowable amount.

### 3.04 DISINFECTION

- A. Disinfect potable water mains in accordance with Section 02675.

### 3.05 FIELD OBSERVATION

- A. Fittings, valves, thrust blocks, mechanical restraints, canon flushing and swab cleaning are to be observed at the option of the Engineer.
- B. Engineer must be present during pressure tests.
- C. All pipe and fittings are subject to visual or other inspection by the Engineer at any time. Such sections that do not conform to these Specifications will be rejected when, in the opinion of the Engineer, the methods of manufacture fail to guarantee uniform results, where the materials used are such as to produce inferior pipe, or the pipe and/or fittings are otherwise damaged or defective.

END OF SECTION

## SECTION 02618

### STAINLESS STEEL PRESSURE PIPE AND FITTINGS

#### PART 1 GENERAL

##### 1.01 SCOPE OF WORK

- A. Furnish all labor, materials, equipment and incidentals required to supply, store, install, clean, and test all stainless steel pipe and fittings where shown on the Drawings and as specified herein.

##### 1.02 RELATED SECTIONS

- A. Section 02220 - Excavating, Backfilling, and Compacting.

##### 1.03 REFERENCES

- A. ANSI Standard B16.1 - Class 125 Flanged Fittings for Steam, Etc.
- B. ANSI Standard B16.9 and B16.28 – Factory Made Wrought Steel Buttwelding Fittings.
- C. ASTM A312 – Standard Specification for Seamless and Welded Austenitic Stainless Steel Pipes.
- D. ASTM A403 – Standard Specification for Wrought Austenitic Stainless Steel Piping Fittings.
- E. AWWA C206-91 - Field Welding of Steel Water Pipe.
- F. AWWA C207-86 - Steel Pipe Flanges for Waterworks Service – Sizes 4 inch through 144 inch.
- G. AWWA C208-83 - Dimensions for Fabricated Steel Water Pipe Fittings.
- H. AWWA C220-98 – Stainless Steel Pipe, 4 Inches and Larger.
- I. AWWA C600-87 - Installation of Ductile Iron Water Mains and their Appurtenances.

##### 1.04 QUALITY ASSURANCE

- A. All stainless steel pipe, fittings and appurtenances shall be furnished by a single manufacturer who is fully experienced, reputable, and qualified in the manufacture of the items to be furnished. The stainless steel pipe, fittings, and appurtenances shall be fabricated and installed in accordance with the best practices and methods and shall comply with these specifications.
- B. Welder Qualifications – All welding shall be done by a certified welder, welding operators, and tackers who have had adequate experience in the methods and materials to be used. All field welding shall be per the pipe manufacturer's written instruction.

##### 1.05 SUBMITTALS

- A. 'Affidavit of Compliance' from the manufacturer indicating that the pipe, specials, fittings, and other products or materials furnished meet the requirements of this Specification.
- B. Detailed Manufacturer's material information sheets for all pipe, fittings, and specials intended for use within the Scope of Work.
- C. List of welders with current certifications (less than one year old).

## 1.06 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. The equipment provided under this Section shall be shipped, handled and stored in accordance with the manufacturer's written instructions.

## PART 2 PRODUCTS

### 2.01 GENERAL

- A. All materials that come in contact with the water shall be on either the EPA or NSF lists of products approved for use in contact with potable water. Manufacturers shall submit an affidavit with the shop drawings indicating approval by the EPA or NSF for the materials used in products that come in contact with the water in accordance with Rule 62-555.320(3), Florida Administrative Code.

### 2.02 MATERIALS AND EQUIPMENT

#### A. Stainless Steel Pipe and Fittings

1. All stainless steel pipe and fittings shall be fabricated from Type 316L extra low carbon grade austenitic stainless steel sheet and shall be manufactured in accordance with AWWA C220.
  - (a) Pipe shall conform to ASTM A-312 and be die-formed or rolled true to dimension and round within a tolerance of "c-inch ( $\pm 3$  mm)".
  - (b) The two edges of sheet shall be brought to line so as not to leave a shoulder on the inside of the pipe. Fittings shall conform to ASTM A-403.
  - (c) Ends of pipe and fittings shall be true and perpendicular to the longitudinal axis with the edged de-burred.
  - (d) Pipes shall be straight within maximum of c-inch ( $\pm 3$  mm) deviation over ten (10) feet.
  - (e) Longitudinal seams on pipe and fittings shall be welded by either the tungsten gas plasma, flux coved or the metallic gas method. Welding rod or wire shall be of the same composition or superior to the pipe and fittings material.
  - (f) Weld deposit at the seams shall have a slight crown on both sides of the weld and no cracks or crevices shall be allowed. Excessive weld deposits, slag, weld spatter and projections into interior of pipe shall be removed by grinding. The interior welds shall be smooth, even and shall not have an internal bead higher than 1/16 inch.
  - (g) All pieces shall be marked with gauge and type of stainless steel.
2. All stainless steel piping shall be Schedule 40 unless otherwise noted on the Drawings. Actual Schedule/Gauge/Plate and Wall Thickness shall be verified by the manufacturer's shop drawings.
3. Fittings shall be butt weld type manufactured in accordance with ASTM A-403 of the same raw materials and in the same thickness as the pipe. Short radius fittings less than 24" diameter shall conform to ANSI B16.28. Long radius fittings less than 24" diameter shall conform to ANSI B16.9. Long radius elbows up to 24" diameter shall be smooth-flow (i.e., centerline to end of elbow equals 1.5 times the nominal pipe size). All short radius, special radius, and reducing elbows and long radius elbows greater than 24" diameter shall be of mitered construction with at least five (5) miter sections for 90E bends, three (3) mitered sections for 45E and 60E bends, and two (2) mitered sections for 30E and smaller bends.

Reducers shall be straight tapered, and of the cone type. Tees, crosses, laterals and wyes shall be shop fabricated from pipe. Fabricated fittings shall conform to AWWA C-208.

- (a) Fittings three inches and smaller shall be threaded conforming to ASTM A-182 forged, Class WP, same material and wall thickness as the pipe, conforming to ANSI B16.11.
- (b) Fittings for buried or submerged pipe larger than three (3) inches shall be butt-welded, conforming to ASTM A-403, Class WP, same material and wall thickness as the pipe, conforming to ANSI B16.9 or ANSI B16.28 as appropriate.
- (c) Fittings for above ground or exposed pipe larger than three (3) inches shall be butt-welded except when flanged or coupled, as shown on the Contract Drawings, conforming to ASTM A-403, Class WP, and of the same material and wall thickness as the pipe, conforming to ANSI B16.9 or ANSI B16.28 as appropriate.

#### B. Flanges

1. Flanges shall be flat face and shall be 125 per ANSI B16.1 unless specified otherwise. Material for flanges shall match the connecting flanges on the adjacent fitting, valve or piece of equipment. Flanges shall be Class D in conformance with AWWA Standard C-207, suitable for 150 psi working water pressure.
2. Determine the pressure class of the flanges based on the test and or operating pressure specified.

C. Field welding will be allowed in accordance with AWWA C-206 when approved by the Engineer. All field welding shall be performed by an AWS Certified welder and shall be tested for verification of weld.

D. Pipe ends shall be prepared for either flanged, mechanical or flexible couplings where shown on the Contract Drawings.

### 2.03 ACCESSORIES

#### A. Bolts and Nuts for Flanges

1. Bolts and nuts for flanges shall be Type 316 stainless steel. Bolts and nuts shall be Class D in conformance with AWWA Standard C-207 suitable for 150 psi working water pressure.
2. Provide a washer for each nut. Washers shall be of the same material as the nuts.

#### B. Gaskets for Flanges

1. Flange gaskets to be rubber, full face type, cloth inserted, minimum thickness of 1/16".

### 2.04 SPARE PARTS – NOT USED

### 2.05 QUALITY CONTROL

- A. The Contractor shall follow the manufacturer's and supplier's recommended product quality control specifics as required for the Project.
- B. The Contractor shall submit a list of welders who will work on this Project along with a welder's current certification (less than one year old). Only approved welders will be allowed to work on this Project.
- C. The weld should be made as rapidly as possible, with the least amount of generated heat.

D. Contractor shall examine questionable welds via x-ray at the discretion of the Engineer.

## PART 3 EXECUTION

### 3.01 PREPARATION

#### A. Descaling, Cleaning, and Passivation

- (1) Following fabrication, individual stainless steel pipe lengths and fittings shall be cleaned and descaled in accordance with the requirements of ASTM A-380. Descaling shall include immersion in an appropriate pickling solution for the type and grade of material being treated. Caution shall be taken to avoid over-pickling.
- (2) The type of acid used, acid concentration, solution temperature, and contact time shall be consistent with industry standards for such work. In addition to pickling, piping and fittings shall be scrubbed and washed until discoloration and possible iron, picked up from manufacturing process, is removed.
- (3) After chemical descaling, surfaces shall be thoroughly rinsed to remove residual chemicals. Surfaces shall not be permitted to dry between successive steps of the acid descaling and rinsing procedures. Following the final rinse, thorough air drying shall be performed.

#### B. Handling and Storage

- (1) Extreme care shall be used to avoid the contact of any ferrous materials with the stainless steel piping. All saws, drills, files, wire brushes, etc. shall be used for stainless steel piping only. Pipe storage and fabrication racks shall be non-ferrous, stainless steel or rubber lined. Nylon slings or straps shall be used for handling stainless steel piping. Contact with ferrous items may cause rusting of iron particles embedded in the piping walls. After installation, the Contractor shall wash and rinse all foreign matter from the piping surface. If rusting of embedded iron occurs, the Contractor shall pickle the affected surface with Oakite Deoxidizer SS or equal, scrub with stainless steel brushes and rinse clean.
- (2) The use of chains, hooks, or other equipment which might injure the pipe, will not be permitted. All other pipe handling equipment and methods shall be acceptable to the Engineer.
- (3) All fabricated piping shall have openings plugged and flanges screened for storage and/or transport after fabrication.
- (4) The Contractor shall be fully liable for the cost of replacement or repair of pipe which is damaged.

### 3.02 INSTALLATION

- A. Stainless Steel piping shall be installed true to alignment and rigidly supported.
- B. After installation, completed pipelines shall be washed clean with steam or hot water to remove any foreign material picked up during transportation.
- C. Installation – Welded Piping
  - (1) Joint welding shall be in accordance with the American Welding Society (AWS) Standards. The strength of the weld shall develop the strength of the pipe.

- (2) All field welds shall be treated with pickling paste, scrubbed and washed with stainless wire brushes until clean.

D. Installation – Threaded Piping

- (1) Ream, clean and remove burrs from threads straddling the pipe’s horizontal and vertical centerline.
- (2) Install pipe without springing, forcing, or stressing the pipe or any adjacent connecting valves or equipment.

E. Fabrication, Assembly and Erection of Welded Piping

- (3) Beveled ends for butt-welding shall conform to ANSI B16.25. Remove slag by chipping or grinding. Surfaces shall be clean of paint, oil, rust, scale, slag, and other material detrimental to welding.
- (4) Fabrication shall comply with ANSI B31.3, Chapter V. The minimum number of passes for welded joints shall be as follows:

<b>Steel Cylinder Thickness (inch)</b>	<b>Minimum Number of Passes for Welds</b>
Less than 0.1875	1
0.1875 through 0.25	2
Greater than 0.25	3
<b>Welds shall be full circumferential</b>	

- (5) Use the shielded metal arc welding (SMAW) or the tungsten inert gas (TIG) process for welding. Use the SMAW process for any pipe. Use the TIG process only on pipe having a maximum thickness of Schedule 10S.
- (6) Welding preparation shall comply with ANSI B31.3, paragraph 327.3. Limitations on imperfections in welds shall conform to the requirements in ANSI B31.3, Tables 327.4.1A and 327.4.1a, and paragraph 327.4 for visual examination. Identify welds in accordance with ANSI B31.3, paragraph 327.4.
- (7) Clean each layer of deposited weld metal prior to depositing the next layer of weld metals, including the final pass, by a power driven wire brush of the same material.
- (8) Welding electrodes shall comply with AWS A5.4. Bare wire shall comply with AWS A5.9.
- (9) The Contractor shall install the stainless steel piping system with minimal field welds in conformance with procedures detailed in the mechanical specifications. All installed stainless steel pipe shall be closed to the atmosphere after connections of pipe, valves, or equipment with a nitrogen purge and bagged ends. Provide temporary enclosures as required to complete the piping installation in a clean environment. This area shall remain clean and dust free. If the area is not maintained adequately, the fabrication and welding work will not be accepted.
- (10) Mark each weld (field and manufacturing facility) with symbol identifying welder and date of weld.

D. Clean gaskets of all foreign matter.

E. Clean interior of pipe of all foreign matter prior to installation and keep clean during installation by means of plugs or other methods.

### 3.03 HYDROSTATIC TESTING

- A. Subject pressure mains to a pressure and leakage test of at least 2 hours in duration.
- B. Test after the pipe and fittings are properly restrained.
- C. Contractor to furnish his own source of potable water.
- D. Thorough flushing of the pipeline is recommended prior to testing; flushing should be accomplished by partially opening and closing valves and hydrants several times under expected line pressure with flow velocities adequate to flush foreign material out of the valves and hydrants.
- E. The length of pipe to be tested at one time must not exceed the length allowed by the controlling utilities company, or 2000 feet, whichever is less.
- F. Before applying the specified test pressure, expel air completely from the pipe, valves, and hydrants.
- G. Subject pipelines to a gauge pressure of 150 psi.
- H. Inspect the line being tested. Stop all visible leaks by an approved method regardless of the leakage test results.
- I. Maximum leakage allowed to be as set in Section 4 of AWWA Standard C600.
- J. If leakage is at a rate in excess of that allowed, tighten the joints or replace the defective Work until the leakage is reduced to within the allowable amount.

### 3.03 DISINFECTION

- A. Disinfect water mains in accordance with Section 02675.

### 3.04 FIELD OBSERVATION

- A. Engineer must be present during pressure tests.
- B. All pipe and fittings are subject to visual or other inspection by the Engineer at any time. Such sections that do not conform to these Specifications will be rejected when, in the opinion of the Engineer, the methods of manufacture fail to guarantee uniform results, where the materials used are such as to produce inferior pipe, or the pipe and/or fittings are otherwise damaged or defective.

END OF SECTION

## SECTION 02628

### PVC PIPE (SCHEDULED)

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. PVC pipe with a 'scheduled' wall thickness for drainage, water distribution, wastewater collection, and air line systems.

##### 1.02 PAYMENT

- A. Payment for PVC pipe, unless otherwise noted, shall be made at the applicable unit prices in the Bid Form and shall be full compensation for all Work involved in the installation.

##### 1.03 REFERENCES

- A. ASTM D1784-81 - Rigid PVC Compounds and Chlorinated PVC Compounds.
- B. ASTM D1785-83 - Poly (Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40,80, and 120.
- C. ASTM D2464-76 - Threaded Poly (Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 80.
- D. ASTM D2466-78 - Poly (Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 40.
- E. ASTM D2467-76 - Socket-Type Poly (Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 80.
- F. ASTM D2564-80 - Solvent Cements for PVC Plastic Pipe and Fittings.
- G. ASTM D2855-83 - Making Solvent Cemented Joints with Poly Vinyl Chloride Pipe and Fittings.
- H. ASTM F439-09-Chlorinated Poly (Vinyl Chloride) (CPVC) Plastic Pipe Fittings, Schedule 80.
- I. ASTM F441/F441M-09-Chlorinated Poly (Vinyl Chloride) CPVC Plastic Pipe Schedules 40 and 80.

##### 1.04 QUALITY ASSURANCE

- A. Pipe shall be marked with the following information: Nominal pipe size and schedule, ASTM designation, pressure rating, manufacturer's name or trademark, and pipe intended for the transport of potable water shall also include the seal or mark of the laboratory making the evaluation for this purpose.

##### 1.05 DELIVERY, STORAGE, AND HANDLING

- A. Pipe shall be delivered to the site in such a manner as to provide adequate protection for the pipe.
- B. Do not store PVC pipe in a place where it can be exposed to ultraviolet sunlight.

#### PART 2 PRODUCTS

##### 2.01 MATERIALS

- A. Pipe: ASTM D1785 or ASTM F441.
- B. Fittings: ASTM D2464, ASTM D2466, ASTM D2467, or ASTM F439.
- C. Solvent Cement: ASTM D2564.

- D. All PVC Pipe shall be Schedule 80 unless otherwise shown on Construction Drawings.

### PART 3 EXECUTION

#### 3.01 INSTALLATION

- A. The interior of the pipe and fittings shall be kept thoroughly clean.
- B. Any pipe and/or fitting found defective shall be removed immediately and replaced with sound pipe.
- C. All PVC pipe and fittings shall be installed as detailed on the Drawings.
- D. PVC pipe and fittings, unless otherwise noted, shall be joined by solvent weld joints. Solvent weld joints and solvent shall be as recommended by the manufacturer of the pipe.

#### 3.02 TESTING

- A. PVC piping systems to be used for water or water solutions shall be pressure tested by the Contractor by filling the lines with potable water and subjecting the line to a gauge pressure of 150 p.s.i. for at least two (2) consecutive hours.
- B. PVC piping systems to be used for air lines shall be pressure tested by the Contractor by filling the lines with clean air and subjecting the lines to a gauge pressure of 75 p.s.i. for at least two (2) consecutive hours.
- C. There shall be no pressure drop in the PVC lines during the pressure tests.
- D. Contractor shall furnish his own sources of potable water and clean air for testing the lines.

#### 3.03 FIELD OBSERVATIONS

- A. PVC pipe systems shall be observed at the option of the Engineer prior to covering up and Engineer shall be present during pressure tests.

END OF SECTION

SECTION 02643  
BUTTERFLY VALVES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Butterfly valves, 8 inch through 72 inch in diameter for use in water or reclaimed water systems.
- B. Valve boxes.

1.02 REFERENCES

- A. ASTM A48-00-Gray Iron Castings.
- B. ASTM A126-95-Gray Iron Castings for Valves, Flanges, and Pipe Fittings.
- C. ASTM A536-84-Ductile Iron Castings.
- D. ANSI/AWWA C504-10 - Rubber-Seated Butterfly Valves, 3 inches through 72 inches.
- E. National Sanitation Foundation (NSF) 61-2002-Drinking Water System Components-Health Effects.

1.03 SUBMITTALS

- A. Manufacturer's information for valves and valve boxes.
- B. Four sets of operation, maintenance and parts manuals.

1.04 QUALITY ASSURANCE

- A. Provide valves with manufacturer's name, year of manufacture, class, and valve size either cast on the body or etched on corrosion resistant plates attached to the body.
- B. Valves of the same manufacturer throughout.

PART 2 PRODUCTS

2.01 VALVES

- A. Conform to the requirements of AWWA C504, Class 150 B and NSF Standard 61.
- B. Flanged or mechanical joint ends suitable for connecting to adjoining pipe.
- C. Operating nut for buried service. Handwheel for above ground service, actuators where specified.
- D. Shaft: Type 304 stainless steel.
- E. Body: Gray iron, ductile iron or alloy gray iron, per ASTM A126, Class B or ASTM A536, latest editions.
- F. Disc: Made from cast iron per ASTM A126, Class B or ASTM A48, Class 40 for sizes 24-inch in diameter and smaller. Ductile iron per ASTM A536 for sizes 30-inch in diameter and larger. Furnish disc with Type 316 stainless steel seating edge to mate with the rubber seat on the body.

G. Valve seals shall be provided per AWWA C504, 4.2.5 and shall be compatible to the liquid flowing through the valve. EPDM rubber shall be used where chlorine and ammonia are in the waters.

H. Manufacturer to be Henry Pratt Company or equal.

## 2.02 VALVE BOXES

A. Cast iron, adjustable type.

B. Cast in the cover the word 'Water' or 'Reclaimed Water'.

## PART 3 EXECUTION

### 3.01 INSTALLATION

A. Install valves with stems upright, not inverted.

B. All buried valves must have valve boxes. Depth of box to be suitable for the depth of the valve below grade. Extensions are to be furnished where required.

C. Mount valve boxes centered over the operating nut to facilitate ease of operation.

D. Install valves in accordance with the manufacturer's instructions.

E. Be sure valve interiors and adjacent piping are cleaned of foreign material prior to mating valve to pipe joint connection.

F. Do not deflect pipe at valve joints.

G. For buried valves, install valve boxes so that they do not transmit shock or stress to the valve actuator as a result of shifting soil or traffic load.

### 3.02 TESTING

A. Valves are to be tested in line with the pipe and shall hold the test pressure for a minimum of two (2) hours with zero leakage. Test pressures should not exceed the pressure rating of the valve.

### 3.03 FIELD OBSERVATIONS

A. Engineer to review underground valve installations before backfilling.

END OF SECTION

SECTION 02675

DISINFECTING WATER MAINS AND STORAGE TANKS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Cleaning, disinfecting, and bacteriological testing of water mains.
- B. Cleaning, disinfecting and bacteriological testing of water storage tanks (clearwells).

1.02 REFERENCES

- A. AWWA C651-05 - Disinfecting Water Mains.
- B. AWWA C652-02 - Disinfecting Water Storage Facilities.
- C. AWWA B300 - Hypochlorites
- D. AWWA B301 - Liquid Chlorine

1.03 SUBMITTALS

- A. Bacteriological test results from a Florida certified laboratory.

1.04 SEQUENCING AND SCHEDULING FOR TANKS

- A. The interior wet coating shall be properly cured.
- B. The interior wet coating shall be washed with potable water.
- C. Contractor shall flush and disinfect the tank and connecting piping.
- D. The Contractor shall take and send in the samples to the laboratory for testing. The Contractor shall pay for the testing of the initial set of samples. The Contractor shall pay for all subsequent samples and testing, if required.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Materials for disinfection of the tank shall be as listed in Section 4: Forms of Chlorine for Disinfection of AWWA C652-02.
- B. Materials for disinfection of the distribution system shall be as listed in Section 4: Forms of Chlorine for Disinfection of AWWA C651-05.

PART 3 EXECUTION

3.01 CLEANING AND DISINFECTION

- A. All potable water mains, fittings, and appurtenances must be thoroughly flushed and cleaned with potable water and disinfected in accordance with AWWA C651-05.
- B. Disinfection shall be done after cleaning and pressure or other required testing.

### 3.02 DISINFECTION OF THE CONNECTING PIPING

- A. It is the Contractor's responsibility to flush and disinfect the connecting piping until satisfactory water samples are reported from the Florida certified laboratory. Acceptable methods are the tablet or slug methods as described in AWWA C651-05. The taking and testing of the samples are the responsibility of the Contractor.

### 3.03 WASHING TANK INTERIOR WET SURFACES

- A. After proper curing of the coating on the interior wet surfaces and prior to disinfecting, the Contractor shall wash the tank interior wet surfaces with potable water. The Contractor shall supply an adequate flow of water (20 gpm minimum) with sufficient pressure (60 psi minimum at the nozzle) to wash thoroughly all the interior surfaces, including those surfaces above the high water level. All residue shall be removed from the tank and inlet/outlet pipe.

### 3.04 DISINFECTION OF THE TANK

- A. Disinfection: It is the Contractor's responsibility to flush and disinfect the tank and connecting piping until two or more successive samples taken on two consecutive days show that the samples are satisfactory as reported from the Florida state certified laboratory. Method 2 (Section 4.3.2) of AWWA C652-02 shall be used for the disinfection procedure. Samples shall be taken and tested by the Contractor.

### 3.05 BACTERIOLOGICAL TESTING FOR STORAGE TANK

- A. The Contractor shall take and send in the samples to a State of Florida certified laboratory. The stored tank water shall comply with current State and USEPA standards for organic, inorganic, and biological contaminants as influenced by the operations of the Contractor. One tank of water for the disinfection shall be furnished by the Owner at no charge to the Contractor. Additional water shall be furnished at current municipal water rates charged by the Owner and shall be paid for by the Contractor.

### 3.06 BACTERIOLOGICAL TESTING FOR WATERMAINS

- A. Install sampling taps at the locations shown on the Drawings.
- B. Fire hydrants are not to be used in the collection of samples unless approved as an exception by the Engineer.
- C. Leave sampling taps running so that samples may be collected by an independent testing laboratory and until satisfactory results are obtained.
- D. Two consecutive daily water samples are to be analyzed.
- E. Satisfactory samples show the absence of coliform organisms and the presence of a chlorine residual.
- F. Should samples be unsatisfactory, Contractor must reflush, re-chlorinate the pipelines, and set up additional sampling with the independent testing laboratory until satisfactory results are obtained.

### 3.07 FINAL FLUSHING AFTER DISINFECTION

- A. Water pipes shall be flushed until the chlorine residual in the flushing water is no greater than that of the source water.
- B. Disposal of water with high chlorine residuals must be carefully implemented so as to not harm the environment or persons. If necessary a neutralizing chemical shall be used.

END OF SECTION

## SECTION 03001

### CONCRETE

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Formwork.
- B. Concrete reinforcement and accessories.
- C. Cast-in-place concrete.
- D. Pre-cast concrete.

##### 1.02 REFERENCES

- A. ACI 301-96 - Specifications for Structural Concrete.
- B. ACI 318-99 - Building Code Requirements for Structural Concrete.
- C. ACI SP-4 (95) – Formwork for Concrete.
- D. ASTM A185-97 – Steel Welded Wire Fabric, Plain, for Concrete Reinforcement.
- E. ASTM A615-01 - Deformed and Plain Billet Steel for Concrete Reinforcement.
- F. ASTM A775-01 – Epoxy - Coated Reinforcing Steel Bars.
- G. ASTM C31-00 - Making and Curing Concrete Test Specimens in the Field.
- H. ASTM C33-01 - Concrete Aggregates.
- I. ASTM C39-01 - Compressive Strength of Cylindrical Concrete Specimens.
- J. ASTM C42-99 - Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.
- K. ASTM C94-00 - Ready-Mixed Concrete.
- L. ASTM C143-00 - Slump of Hydraulic Cement Concrete.
- M. ASTM C150-00 - Portland Cement.
- N. ASTM C192-90 - Making and Curing Concrete Test Specimens in the Laboratory.
- O. ASTM C260-01 - Air-Entraining Admixtures for Concrete.
- P. ASTM C309-98 - Liquid Membrane - Forming Compounds for Curing Concrete.
- Q. ASTM D1751-99 - Preformed Expansion Joint Filler for Concrete Paving and Structural Construction.

##### 1.03 SUBMITTALS

- A. Four copies of the test mix report showing the proportions of cement, aggregate, fine aggregate, water and admixtures.
- B. Shop Drawings of pre-cast structures for review prior to fabrication.

## PART 2 PRODUCTS

### 2.01 FORM MATERIALS

- A. Conform to ACI 347.

### 2.02 REINFORCING STEEL

- A. Reinforcing Bars: ASTM A615, Grade 60, new deformed billet steel.
- B. Welded Wire Fabric: Plain type, ASTM A185.
- C. Stirrups and Ties: ASTM A615, Grade 40 or Grade 60.
- D. Bar Supports and Spacers: Steel wire with upturned legs. Mortar cubes.
- E. Epoxy - Coated Reinforcing Bars: ASTM A775, Grade 60, new deformed billet steel.

### 2.03 CONCRETE MATERIALS

- A. Cement: ASTM C150, Type I. Type II cement for wastewater structures.
- B. Fine and Coarse Aggregates: ASTM C33.

Nominal maximum size of coarse aggregate not larger than:

- 1. The narrowest dimension between sides of forms, nor
  - 2. 1/3 the depth of slabs, nor
  - 3. 3/4 the minimum clear spacing between individual reinforcing bars or wires, bundles of bars, or ducts.
  - 4. 4 inches.
- C. Water: Clean, fresh, and free from injurious amounts of oils, acids, alkalis, salts, organic materials, or other substances that may be deleterious to concrete or reinforcement.
  - D. Air Entrainment Admixtures: ASTM C260. 'Darex' by the W. R. Grace Company or approved equal.
  - E. Curing Compound: ASTM C309, Type 1 or Type 1-D, Class A.

### 2.04 CONCRETE MIX

- A. Mix concrete in accordance with ASTM C94.
- B. Compressive Strength: 3000 psi minimum at 28 days for cast-in-place concrete and 4000 psi minimum at 28 days for pre-cast concrete (unless otherwise noted on Drawings).
- C. Slump: 5 inches maximum (Vertical Pours)  
3 inches maximum (Horizontal Pours)  
2 inches minimum (Unless noted otherwise i.e. tremie, curb machine)
- D. Mixing water not to exceed 6 gallons per sack of Portland Cement. This includes water entering the batches as surface moisture on the aggregates, which must be deducted from the specified 6 gallons to determine the amount of mixing water for each batch.
- E. Contain not less than 5 sacks of cement per cubic yard of concrete for 3000 psi concrete and not less than 6 sacks of cement per cubic yard of concrete for 4000 psi concrete.

- F. Air-Entraining admixture to produce 5 percent (+/- 1.5%) entrained air.

## PART 3 EXECUTION

### 3.01 FORMWORK ERECTION

- A. Conforms to the shapes, lines, and dimensions of the members as called for on the Drawings.
- B. Provide bracing to ensure stability of formwork.
- C. Design and construct forms, bracing, and supports to withstand the pressure of freshly placed concrete without bow or deflection.
- D. Hand trim sides and bottom of earth forms; remove loose dirt.
- E. Coordinate Work on Drawings in forming and setting openings, recesses, chases, sleeves, bolts, anchors, and other inserts.
- F. Substantial and sufficiently tight to prevent leakage of mortar. Check forms prior to placing concrete and tighten as required to produce flush surfaces.
- G. Tie metal remaining in the concrete to be at least 3 inches back of the concrete face. Plug holes left by the tie ends with grout.
- H. Chamfer corners of beams, columns, walls and exposed edges or corners of concrete with 3/4 inch by 3/4 inch wood chamfer strips unless otherwise shown on Drawings.
- I. Clean forms and apply form release agents or wet forms prior to concrete placement.
- J. Remove forms in such a manner as to insure the complete safety of the structure. Where the structure as a whole is supported on shores, the removable floor forms, beams and girder sides, columns and similar vertical forms may be removed only after concrete has reached 2/3 of its design strength by test and is sufficiently hard not to be injured during form removal. In no case should supporting forms or shoring be removed until the members have acquired sufficient strength to support their weight and the load safely thereon.

### 3.02 REINFORCEMENT

- A. Before placing concrete, clean reinforcement of foreign particles or coatings.
- B. Place, support, and secure reinforcement against displacement.
- C. Lap welded wire mesh at least one full mesh and lace splices with wire. Offset end laps in adjacent widths to prevent continuous laps in either direction.
- D. Avoid splices at points of maximum stress. Provide sufficient lap to transfer the stress between bars by bond and shear.
- E. Make bends for stirrups and ties on bars 5/8 inches in diameter and less, around a pin having a diameter not less than four times the thickness of the bar. Make bends for other bars around a pin having a diameter not less than six times the minimum thickness of the bar, except that for bars larger than one inch but less than 1-3/4 inches, the pin can not be less than eight times the minimum thickness of the bar. Bend all bars cold.
- F. Splices and Offsets in Reinforcement: In slabs, beams, and girders, avoid splices of reinforcement at points of maximum stress. Provide sufficient lap to transfer the stress between bars by bond and shear and meet the requirements of ACI 318.

Where changes in the cross section of a column occur, offset the longitudinal bars in a region where lateral support is afforded. Where offset, the slope of the inclined portion should not be more than one in six, and in the case of tied columns, space the ties not more than 3 inches on center for a distance of one foot below the actual point of offset.

- G. Protection of Reinforcement: Protect the metal reinforcement by the thickness of concrete indicated on the Drawings. Where not otherwise shown, the thickness of concrete over the reinforcement should be as follows:

Where concrete is deposited against ground without the use of forms, not less than 3 inches for beams and slabs.

Where concrete is exposed to the weather or exposed to the ground but placed in forms, not less than 2 inches for bars more than 5/8 inch in diameter and 1-1/2 inches for bars 5/8 inch or less in diameter.

In slabs and walls not exposed to the ground or to the weather, not less than 1-1/2 inches.  
In beams, girders and columns not exposed to the ground or to the weather, not less than 1-1/2 inches.

In all cases, the thickness of concrete over the reinforcement must be at least 1-1/2 inches.

- H. Protect reinforcement bars, intended for bonding with future extensions, with approved adequate covering.

### 3.03 JOINTS

- A. Expansion and Contraction Joints: Provide expansion joints when slabs on grade join other construction and elsewhere as indicated. Expansion joints are to be one-half (1/2) inch thick when not otherwise noted. Tool edges of slabs at expansion and contraction joints to a one-fourth (1/4) inch radius.
- B. Construction Joints: In jointing fresh concrete to that which has already set, the surface of the concrete in place must be thoroughly cleaned and have all laitance removed by cutting with a suitable tool. In addition, wet and slush with a coat of grout, no leaner than one (1) part cement to two (2) parts sand.

### 3.04 CONCRETE MIXING

- A. Mix until there is a uniform distribution of the materials and discharge completely before the mixer is recharged.
- B. For job-mixed concrete, rotate the mixer at a speed recommended by the manufacturer and mix continuously for at least one minute after all materials are in the mixer.
- C. Mix and deliver ready-mixed concrete in accordance with ASTM C-94.
- D. Wet batches of concrete may be transported in either agitating or nonagitating trucks. When non-agitator trucks are used, the elapsed time between the addition of water to the mix and depositing the concrete in place must not exceed 45 minutes except that when a retardant admixture is used such elapsed time must not exceed 75 minutes. When the handling is done in truck agitators, such elapsed time must not exceed 60 minutes, except that when a retardant admixture is used a maximum elapsed time of 90 minutes will be permitted.
- E. When concrete arrives on site with slump below that suitable for placing, as indicated by the Specifications, water may be added only if neither the maximum permissible water-cement ratio nor the maximum slump is exceeded.

### 3.05 PLACING CONCRETE

- A. Notify Engineer a minimum of 24 hours prior to commencement of concreting operations.
- B. Equipment for chuting, pumping and pneumatically conveying concrete must be sized and designed as to insure a practically continuous flow of concrete at the delivery end without separation of the materials.
- C. Prevent separation or loss of materials when conveying concrete from mixer to place of final deposit.
- D. No concrete that has partially hardened or been contaminated by foreign material may be deposited on the Work nor retempered.
- E. Deposit as nearly as practicable to its final position to avoid segregation due to rehandling or flowing.
- F. During placement, thoroughly work concrete around reinforcement and embedded fixtures and into the corners of the forms.
- G. At all times, concrete is to be plastic and flow readily into the space between the bars.

When concreting is once started, carry on as a continuous operation until the placing of the panel or section is completed. The top surface to be generally level.

- H. Consolidate placed concrete by mechanical vibrating equipment supplemented by hand-spading, rodding or tamping. Use vibrators designed to operate with vibratory element submerged in concrete.

### 3.06 UNDER-WATER PLACING (Done only on approval of Engineer)

- A. When conditions require placing through water, a tremie or drop-bottom bucket should be used and the Work must be well supervised. Every precaution must be taken to prevent the cement from washing out of the concrete. The tremie is to be water-tight and large enough to allow a free flow of concrete. It must be kept filled with concrete at all times while depositing. Discharge concrete and spread by moving the tremie as to maintain as nearly as practicable a uniform flow and avoid dropping the concrete through water. If the charge is lost while depositing, the tremie must be withdrawn and refilled. Maintain concrete slump between 6 and 7 inches. Tremie concrete must be pumped into place instead of gravity placed.

### 3.07 COLD WEATHER PLACEMENT

- A. Provide adequate equipment for heating the concrete materials and protecting the concrete during freezing or near-freezing weather. No frozen materials or materials containing ice can be used.
- B. All concrete materials and all reinforcement, forms, fillers and ground with which the concrete is to come in contact must be free from frost. Whenever the temperature of the surrounding air is below 40 degrees F, all concrete placed in the forms must have a temperature of between 70 degrees F and 80 degrees F, and adequate means to provide for maintaining a temperature of not less than 70 degrees F for 3 days or 50 degrees F for 5 days. The housing covering or other protection used in connection with curing must remain in place and intact at least 24 hours after the artificial heating is discontinued. No dependence can be placed on salt or other chemicals for the prevention of freezing.

### 3.08 HOT WEATHER PLACEMENT

- A. Cool ingredients before mixing to maintain concrete temperature at time of placement below 90 degrees F. Mixing water may be chilled, or chopped ice may be used to control the concrete

temperature, provided the water equivalent of the ice is calculated to the total amount of mixing water.

- B. A shorter mixing time than specified in ASTM C94 may be required. When the air temperature is between 85 and 90 degrees F, reduce the mixing and delivery time from 90 minutes to 75 minutes, and when the air temperature is above 90 degrees F, reduce the mixing and delivery time to 60 minutes.

Cover reinforcing steel with water-soaked burlap if it becomes too hot, so that the steel temperature will not exceed the ambient air temperatures immediately before embedment in concrete. Wet forms thoroughly before placing concrete.

Do not use retarding admixtures without the written approval of the Engineer.

### 3.09 FINISHING CONCRETE

- A. Rough finish for concrete surfaces not exposed to view in the finish Work or covered by other construction.
- B. Strike - off smooth and finish with a texture matching adjacent formed surfaces at tops of walls, horizontal offsets and similar unformed surfaces occurring adjacent to formed surfaces.
- C. Provide a uniform smooth rubbed finish on exposed formed concrete walls, columns, and beams.
- D. Float finish monolithic slab surfaces that are to receive trowel finish or other finish.
  - 1. Trowel Finish: After floating, begin first trowel finish operation using a power-driven trowel. Begin final troweling when surface produces a ringing sound as trowel is moved over surface. Consolidate concrete surface by final hand-troweling operation, free of trowel marks, uniform in texture and appearance, and with a surface plane tolerance not exceeding 1/4" in 10 feet when tested with a 10 foot straight-edge. Grind smooth surface defects which would show through applied floor covering system.
  - 2. Non-slip Broom Finish: Apply non-slip fine-hair broom finish to sidewalks, driveways, handicap ramps, curbs, or other items as noted on the Drawings.

### 3.10 CURING

- A. Protect freshly placed concrete from premature drying or heat, and maintain without drying at a relatively constant temperature for a period of time necessary for hydration of cement and proper hardening.
- B. Start initial curing as soon as free water has disappeared from concrete surface after placing and finishing. Weather permitting, keep continuously moist for not less than 72 hours.
- C. Continue curing for a least 7 days and in accordance with ACI 301 procedures. Avoid rapid drying at end of final curing period.
- D. In lieu of moist curing, spray a clear liquid membrane curing compound on all new concrete immediately after initial set. Rate of application to be 200 square feet per gallon or as recommended by the manufacturer.

### 3.11 TESTS

- A. Testing and analysis of concrete will be performed by an independent testing laboratory.
- B. Test firm will take cylinders and perform compression tests in accordance with ASTM C31, ASTM C39, and ASTM C192.

- C. Number of cylinders and frequency of tests will be designated by the Engineer.
- D. One slump test will be performed per ASTM C143 for each set of test cylinders taken.
- E. Cure specimens under laboratory conditions except that when in the opinion of the Engineer, there is a possibility of the surrounding air temperature falling below 40 degrees F., additional specimens may be required and cured under job conditions.
- F. If the average strength of the laboratory control cylinders for any portion of the structure falls below the compressive strengths called for on the Drawings, the Engineer has the right to order a change in the proportions or the water content for the remaining portion of the structure. If the average strength of the job-cured cylinders falls below the required strength the Engineer has the right to require conditions of temperature and moisture necessary to secure the required strength and may require tests in accordance with ASTM C42, or order load tests to be made on the portions of the structure so affected. Remove or replace failing concrete if directed by the Engineer.

### 3.12 PROTECTION

- A. Protect concrete from damage until final acceptance of Work.

END OF SECTION

## SECTION 09900

### PAINTING

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Surface preparation and application of protective coatings.
- B. Interior and exterior coating systems.

##### 1.02 REFERENCES

- A. ASTM B117-90 - Salt Spray (Fog) Testing.
- B. ASTM D2247-87 - Testing Water Resistance of Coatings in 100% Relative Humidity.
- C. ASTM D3359-87 - Measuring Adhesion by Tape Test.
- D. ASTM D3363-74 - Film Hardness by Pencil Test.
- E. ASTM D4060-84 - Abrasion Resistance of Organic Coatings by the Taber Abraser.
- F. ASTM D4541-85 - Pull-Off Strength of Coatings Using Portable Adhesion-Testers.
- G. ASTM D4585-87 - Testing the Water Resistance of Coatings Using Controlled Condensation.
- H. AWWA C210-84 - Liquid Epoxy Coating System for the Interior and Exterior of Steel Water Pipelines.
- I. AWWA D102-78 - Painting Steel Water-Storage Tanks.
- J. Steel Structures Painting Council (SSPC) Specifications.
  - 1. SP-1 Solvent Cleaning: Remove all grease, oil, salt, acid, alkali, dirt, dust, wax, fat, foreign matter and contaminants, etc. by one of the following methods: steam cleaning, alkaline cleaning, or volatile solvent cleaning.
  - 2. SP-2 Hand Tool Cleaning: Removal of loose rust, loose mill scale and loose paint to a clean sound substrate by hand chipping, scraping, sanding and wire brushing.
  - 3. SP-3 Power Tool Cleaning: Removal of loose mill scale and loose paint to a clean sound substrate by power tool chipping, descaling, sanding, wire brushing and grinding.
  - 4. SP-5 White Metal Blast Cleaning: Complete removal of all mill scale, rust, rust scale, previous coating, etc., leaving the surface a uniform gray-white color.
  - 5. SP-6 Commercial Blast Cleaning: Complete removal of all dirt, rust scale, mill scale, foreign matter and previous coating, etc., leaving only shadows and/or streaks caused by rust stain and mill scale oxides. At least 66% of each square inch of surface area is to be free of all visible residues, except slight discoloration.
  - 6. SP-7 Brush-Off Blast Cleaning: Removal of rust scale, loose mill scale, loose rust and loose coatings, leaving tightly-bonded mill scale, rust and previous coatings. On concrete surfaces, brush-off blast clean to remove all laitance, form oils and solid contaminants. Blasting should be performed sufficiently close to the surface so as to open up surface voids, bugholes, air pockets and other subsurface irregularities, but so as not to expose underlying aggregate.

7. SP-8 Shop Pickled: Complete removal of rust and mill scale by acid pickling, duplex pickling or electrolytic pickling (may reduce the resistance of the surface to corrosion, if not to be primed immediately).
8. SP-10 Near-White Metal Blast Cleaning: Removal of all rust scale, mill scale, previous coating, etc., leaving only light stains from rust, mill scale and small specks of previous coating. At least 95% of each square inch of surface area is to be free of all visible residues and the remainder limited to slight discoloration.
9. VIS-1 Pictorial Surface Preparation Standards for Painting Steel Surfaces

#### 1.03 ABBREVIATIONS

- A. ASTM - American Society of Testing Materials
- B. AWWA - American Water Works Association
- C. DFT - Dry film thickness.
- D. Exterior - Outside, exposed to weather.
- E. Interior Dry - Inside, concealed or protected from weather.
- F. Interior Wet - Inside, subject to immersion service.
- G. NACE - National Association of Corrosion Engineers
- H. SSPC - Steel Structures Painting Council

#### 1.04 SUBMITTALS

- A. Product data sheets and application instructions.
- B. Color samples for selection by the Owner.
- C. For each coating application, submit an affidavit from the manufacturer stating that the paint selected is recommended for its intended use.
- D. When removal of lead containing paint is part of the Work, submit qualifications such as a copy of a Certification of Training, demonstrating that the person supervising the Work has been trained in removing lead containing paint. In addition, submit a plan for the methods to be employed for surface preparation, containment and ventilation, and collection of debris.

#### 1.05 QUALITY ASSURANCE

- A. All Work to be done by skilled and experienced craftsmen.
- B. When removal of lead containing paint is part of the Work, the person supervising the Work must be trained in lead paint removal by a nationally recognized training organization. A minimum of 16 hours classroom training is required.
- C. The following instruments must be available on the job site for Engineer's use, during all painting activities:
  1. Moisture meter.
  2. 'Tape' type mill profile micrometer.
  3. 'Nordson-Mikrotest' dry film gauge.
  4. Tooke - gauge.
  5. Sponge type holiday detector.

- D. Primers and other undercoat paint must be produced by same manufacturer as finish coats.
- E. Use only thinners approved by the paint manufacturer, and use only within recommended limits.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site in sealed and labeled containers.
- B. Container labeling to include manufacturer's name, type of paint, brand name, brand code, batch number, date of manufacturer, shelf life, coverage, surface preparation, drying time, cleanup, color designation, and instructions for mixing and reducing.
- C. Store painting materials in a clean, dry, well ventilated place, protected from sparks, flame, direct rays of the sun or from excessive heat.

1.07 REGULATORY REQUIREMENTS

- A. All coatings used for potable water service must be approved and certified for use by the National Sanitation Foundation (NSF) Standard 61 and conform to AWWA D-102 and AWWA C-210.
- B. All coatings must meet the requirements for volatile organic compounds (VOC) of not more than 3.5 lbs/gallon after thinning.
- C. Contain, handle, and dispose of all hazardous materials, including but not limited to lead containing paint, resulting from surface preparation and painting, in accordance with all applicable local, state and federal requirements.

1.08 ENVIRONMENTAL REQUIREMENTS

- A. Apply paint only on thoroughly dry surfaces and during periods of favorable weather, unless otherwise allowed by the paint manufacturer. Except as provided below, painting is not permitted when the atmospheric temperature is below 50° F, or when freshly painted surfaces may be damaged by rain, fog, dust, or condensation, and/or when it can be anticipated that these conditions will prevail during the drying period.
- B. Do not apply coatings unless the surface temperature is a minimum of 5° above the dew point; temperature must be maintained during curing.
- C. Dew Point Calculation Chart

Ambient Air Temperature - Fahrenheit

Relative Humidity	20	30	40	50	60	70	80	90	100	110	120
90%	18	28	37	47	57	67	77	87	97	107	117
85%	17	26	36	45	55	65	76	84	95	104	113
80%	16	25	34	44	54	63	73	82	93	102	110
75%	15	24	33	42	52	62	71	80	91	100	108
70%	13	22	31	40	50	60	68	78	88	96	105
65%	12	20	29	38	47	57	66	76	85	93	103
60%	11	29	27	36	45	55	64	73	83	92	101
55%	9	17	25	34	43	53	61	70	80	89	98
50%	6	15	23	31	40	50	59	67	77	86	94

45%	4	13	21	29	37	47	56	64	73	82	91
40%	1	11	18	26	35	43	52	61	69	78	87
35%	-2	8	16	23	31	40	48	57	65	74	83
30%	-6	4	13	20	28	36	44	52	61	69	77

#### SURFACE TEMPERATURE AT WHICH CONDENSATION OCCURS

- D. Suitable enclosures to permit painting during inclement weather may be used if provisions are made to control atmospheric conditions artificially inside the enclosure, within limits suitable for painting throughout the painting operations.

#### 1.09 EXISTING CONDITIONS

- A. When unable to inspect the interior surfaces of existing tanks during bidding, assume 25 percent of the area is pitted as defined by the Steel Structures Painting Council.

#### 1.10 EXTRA MATERIALS

- A. Provide a one gallon container of each color and surface texture to Owner.  
 B. Label each container with color, texture, location used, in addition to the manufacturer's label.

### PART 2 PRODUCTS

#### 2.01 MANUFACTURERS

- A. All materials specified herein are manufactured by the Tnemec Company, Inc., North Kansas City, Missouri, unless noted otherwise. These products are specified to establish standards of quality and are approved for use on this Project.
- B. Equivalent materials of other manufacturers may be substituted on approval of the Engineer. Requests for substitution must include manufacturer's literature for each product giving the name, generic type, descriptive information and evidence of satisfactory past performance and an independent laboratory certification that their product meets the performance criteria of the specified materials.
- C. Performance Criteria
1. Abrasion - ASTM D4060, CS-17 Wheel, 1,000 grams load.
  2. Adhesion - ASTM D3359, Method B or ASTM D4541.
  3. Exterior Exposure - Exposed at 45 degrees facing the ocean (South Florida Marine Exposure).
  4. Hardness - ASTM D3363.
  5. Humidity - ASTM D2247 or ASTM D4585.
  6. Salt Spray (Fog) - ASTM B117.
- D. Substitutions which decrease the film thickness, the number of coats applied, change the generic type of coating, or fail to meet the performance criteria of the specified materials will not be approved. Primer and finish coats on all surfaces must be furnished by the same manufacturer.

## 2.02 MATERIALS

- A. Coatings: Ready mixed, except field catalyzed coatings. Process pigments to a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating. Good flow and brushing properties; capable of drying or curing free of streaks or sags.
- B. Accessory Materials: Linseed oil, shellac, turpentine, paint thinners and other materials not specifically indicated but required to achieve the finishes specified. Of commercial quality.
- C. Cement - Base Patching: Thorite by Thoro System Products of Miami, Florida.
- D. Colors: When not specified, as selected by the Owner.

## 2.03 EQUIPMENT

- A. Use effective oil/water separators on all compressed air lines serving spray painting and sandblasting operations to remove oil or moisture from the air before it is used. Place separators as far as practicable from the compressor.
- B. All equipment for application of the paint and the completion of the Work must be in first-class condition and comply with recommendations of the paint manufacturer.

## PART 3 EXECUTION

### 3.01 INSPECTION

- A. Applicator must examine areas and conditions under which painting Work is to be completed and notify Engineer in writing of conditions detrimental to proper and timely completion of Work.
- B. Inspect the substrate and report any unsatisfactory conditions. Contractor is not responsible for latent defects in the substrate which can not be detected during a reasonable visual inspection. Starting the Work indicates acceptance of the substrate as constructed.
- C. All surfaces to be painted are subject to review by the Engineer before application of the prime coat and each succeeding coat. Any defects or deficiencies are to be corrected by the Contractor before application of any subsequent coat.
- D. When any appreciable time has elapsed between coats, previously coated areas are to be reviewed by the Engineer. Where surfaces are damaged or contaminated, they are to be cleaned and recoated. Adhere to recoating times of manufacturer's printed instructions.

### 3.02 SURFACE PREPARATION

- A. General: Clean surfaces as specified and in accordance with the manufacturer's recommendation for the coating being used. If surfaces are subject to contamination other than mill scale or normal atmospheric rusting, the surfaces are to be pressure washed, and acid or caustic pH residues neutralized, in addition to the specified surface preparation.
- B. Concrete and Masonry: Remove all oil, grease, dirt, laitance and other foreign materials. Blast remove all existing coatings using equipment rated at 3500 psi. Acid etch with a solution of muriatic acid and then rinse with clean water. Verify required acid-alkali balance is achieved. Surface must be dry and free of dust prior to painting. New concrete and masonry must be cured a minimum of 28 days before treating and coating.

Repair damaged concrete using a cement base patching system. Use in strict accordance with the manufacturer's recommendations.

- C. Plaster: Remove dirt, loose mortar, scale, chalk, salt or alkali powder, and other foreign matter. Remove oil and grease with a solution of tri-sodium phosphate; rinse well and allow to dry.

Remove stains caused by weathering of corroding metals with a solution of sodium metasilicate after thoroughly wetting with water. Allow to dry. Fill hairline cracks, small holes, and imperfections with a latex patching plaster.

- D. Gypsum Drywall: Latex fill minor defects. Spot prime after repair. Remove dust from surface by wiping with clean rags or other means.
- E. Carbon Steel: Remove all oily and greasy residues in accordance with SSPC-SP1. Blast clean using Dupont's 'Starblast' as the blasting media in accordance with SSPC-SP10. 'Starblast' is the only blasting media allowed to be used. Apply primer coat before any rust bloom forms.
- F. Galvanized Steel and Other Non-Ferrous Metals: Surface to be clean and dry. Remove oil, grease, and protective mill coatings by solvent cleaning per SSPC-SP1. Remove white rust from galvanized steel by hand or power brushing. Take care not to damage or remove the galvanizing. Remove rust from old galvanized steel by hand or power tool cleaning in accordance with SSPC-SP2 or SSPC-SP3.
- G. PVC Pipe: Remove surface contaminants. Roughen surface by sanding to provide adhesion for primer coat.
- H. Wood: Remove dust, grit and foreign matter. Seal knots, pitch streaks, and sappy sections. Fill nail holes and cracks. Wood must be clean and dry before application of coating.
- I. Fiberglass Reinforced Plastic: Roughen by brush blasting to provide adhesion for primer coat.

### 3.03 PROTECTION

- A. Protect elements surrounding the Work of this Section from damage or disfiguration.
- B. Repair damage to other surfaces caused by Work of this Section.
- C. Furnish drop cloths, shields, and protective methods to prevent spray or droppings from disfiguring other surfaces.
- D. Erect, maintain, and dismantle scaffolding without damage to structures, machinery, equipment or pipe. Use drop cloths to protect buildings and equipment.
- E. Construct a temporary shroud or cover to contain and collect all spent abrasives and old paint. Dispose of spent abrasives and old paint in accordance with all local, state and federal requirements.

### 3.04 APPLICATION

- A. Apply products in strict accordance with the coating manufacturer's instructions.
- B. Apply coating uniformly at the prescribed thickness. Prevent film defects that would adversely affect the appearance or performance.
- C. Apply prime coat immediately following surface preparation and in no case later than the same working day. Apply by brushing, paint mitt and roller, conventional spraying, or airless spraying, using equipment approved by the coatings manufacturer.
- D. Recoat as per the manufacturer's instructions. Coating is considered recoatable when an additional coat can be applied without any detrimental film irregularities such as lifting or loss of adhesion.
- E. Surfaces that will be inaccessible after assembly are to receive either the full specified paint system or three shop coats of the specified primer before assembly.

- F. Brushing or rolling is to be done so that a smooth coat as nearly uniform in thickness as possible is obtained. Smooth the film so as not to leave detrimental marks.
- G. When using an air, airless or hot spray, apply paint in a uniform layer, with a 50 percent overlap pattern. Brush out all runs and sags immediately or the paint will have to be removed and the surface resprayed.
- H. High build coatings should be applied by a cross-hatch method of spray application to ensure proper film thickness of the coating.
- I. Surfaces not accessible to brushes, rollers or sprays may be painted by a dauber, sheepskin, or paint mitt.
- J. Sand lightly between each succeeding alkyd enamel or varnish coat.

### 3.05 FINISHING MECHANICAL AND ELECTRICAL EQUIPMENT

- A. Approval from the Owner is required prior to field painting in the vicinity of, or on, energized electrical and rotating equipment, and equipment and/or pipes in service.
- B. Exercise extreme care in the painting of operable equipment, such as valves, electric motors, etc., so that the proper functioning of the equipment will not be affected.
- C. Degloss factory finish.
- D. Do not paint identification markings or code required labels.
- E. Match associated piping color with finished paint color. See piping color code.

### 3.06 CLEANING

- A. Contain paint overspray and debris by suitable means, including but not limited to, full shrouding of the area.
- B. As Work proceeds, promptly remove paint where spilled, splashed or splattered.
- C. During progress of Work maintain premises free of unnecessary accumulation of tools, equipment, surplus materials, and debris.

### 3.07 COATING SYSTEMS - INTERIOR SURFACES

#### A. Concrete Floors

1. One coat of Tnemec Series 287 Enviro-Tread (Waterborne Epoxy) applied at 3.0 mils DFT (273 SF/Gal).
2. A second coat of Tnemec Series 287 Enviro-Tread applied at 3.0 mils (273 SF/Gal).
3. Where requested by Owner add or broadcast Series S287-300C (sand) to the 1<sup>st</sup> coat for a non-slip finish.

#### B. Masonry Block Walls

1. One coat Tnemec 54-WB surface coat masonry filler. Apply at a minimum rate of 80-100 square feet per gallon to concrete block surfaces only.
2. One coat Series 113 H.B. Tnemec-Tufcoat water-base acrylic epoxy. Apply at a minimum rate of 120-170 square feet per gallon. Two coats will be required if applied by roller.

#### C. Concrete (including exposed ceilings)

1. Two coats Series 113 H.B. Tnemec-Tufcoat water base acrylic epoxy. Apply at a minimum rate of 120-170 square feet per gallon.

D. Gypsum Drywall

1. One coat Tnemec-cryl Sealer (thinned 10%). Apply at a minimum rate of 400 square feet per gallon.
2. One coat Series 113 H.B. Tnemec-Tufcoat water-base acrylic-epoxy. Apply at a minimum rate of 120-170 square feet per gallon. Two coats will be required if applied by roller.

E. Carbon Steel, Ductile Iron, or Cast Iron

1. Prime coat Tnemec Series N69-1211 Epoxoline Primer epoxy-polyamide, 3-5 mils DFT.
2. Finish coat Tnemec Series N69 Hi-Build Epoxoline II epoxy-polyamide, 4-6 mils DFT.

F. Fuel Oil Tanks

1. Prime coat Series 61-5002 Tnemec-Liner high solids catalyzed epoxy, 8-12 mils DFT.
2. Finish coat Series 61-5001 Tnemec-Liner high solids catalyzed epoxy, 8-12 mils DFT.

G. Galvanized Steel and Other Non-Ferrous Metals

1. One coat Tnemec Series N69 Hi-Build Epoxoline epoxy-polyamide, 4-6 mils DFT.

H. PVC Piping

1. Two coats Tnemec Series N69 Hi-Build Epoxoline epoxy-polyamide. Apply at a minimum rate of 300 square feet per gallon per coat.

I. Shop Finished Electrical and Mechanical Equipment

1. One coat Tnemec Series 27 F/C/ Tu[ppxu (Fast Cure E[pxu), 2-6 mils DFT.
2. One coat Tnemec Series N69 Hi-Build Epoxoline epoxy-polyamide, 4-6 mils DFT.

J. Wood Trim and Doors - Painted

1. Prime coat of Tnemec Series 10-99 W Tnemec primer applied at 2.5 mils DFT (350± SF/Gal)..
2. Two coats of Tnemec Series 23 Enduratone (Semi-Gloss Alkyd Enamel) applied at 2.0 mils DFT per coat.

### 3.08 COATING SYSTEMS - EXTERIOR SURFACES

A. Carbon Steel, Ductile, or Cast Iron

1. Prime coat Tnemec Series 135 (Chembuild Surface Tolerant Epoxy), 3-5 mils DFT.
2. Finish coat Tnemec Series 73 Endura-Shield III high build acrylic polyurethane, 2-5 mils DFT.

B. Galvanized Steel and Other Non-Ferrous Metals

1. Prime coat Tnemec Series N69 Hi-Build Epoxoline epoxy-polyamide, 2-3 mils DFT.
2. Finish coat Tnemec Series 73 Endura-Shield III high build acrylic polyurethane, 2-5 mils DFT.

C. Above Ground Fuel Storage Tanks

1. Shop Primer: One coat Series 90-97 Tnemec-Zinc zinc-rich urethane, 2.5-3.5 mils DFT.
2. Field Touch-Up: Series 90-97 Tnemec-Zinc, 2.5-3.5 mils DFT.

3. Full first coat Tnemec Series N69 Hi-Build Epoxoline epoxy polyamide, 2-3 mils DFT.
4. Finish coat Tnemec Series 73 Endura-Shield III high-build acrylic polyurethane, 2-5 mils DFT.

D. PVC Piping

1. One coat Tnemec Series N69 Hi-Build Epoxoline epoxy polyamide. Apply at a minimum rate of 300 square feet per gallon.
2. One coat Tnemec Series 73 Endura-Shield III high-build acrylic polyurethane. Apply at a minimum rate of 300 square feet per gallon.

E. Fiberglass Reinforced Plastic

1. One coat Tnemec Series N69 Hi-Build Epoxoline epoxy polyamide. Apply at a minimum rate of 300 square feet per gallon.
2. One coat Tnemec Series 73 Endura-Shield III high-build acrylic polyurethane. Apply at a minimum rate of 300 square feet per gallon.

F. Shop Finished Electrical and Mechanical Equipment

1. Prime coat Tnemec Series 27 F.C. Typoxy (fast cure epoxy), 2-3 mils DFT.
2. Finish coat Tnemec Series 73 Endura-Shield III high-build acrylic polyurethane, 2-5 mils DFT.

G. Masonry Block Walls

1. Block Filler – Tnemec Series 54WB surface coat Masonry Filler applied at 80± SF/Gal.
2. Finish per requirements below.

H. Precast and Cast In Place Concrete

1. Above Grade Coating – Finish per requirements below in Section I.
2. Below Grade Coating – Apply one coat Series 46H-413 Hi-Build Theme-Tar (Coal Tar Epoxy), 14.0 to 20.0 mils DFT.

I. Plaster, Above Grade Concrete, and Stucco

1. Prime Coat: Thoro Primer 2K by Thoro System Products of Miami, Florida. Apply at the minimum rate of 200 square feet per gallon.
2. Finish Coats: Two coat Thorosheen by Thoro System Products of Miami, Florida. Apply at the minimum rate of 200 square feet per gallon.
3. See Section 07145 for additional requirements for new or repaired concrete and masonry surfaces.

3.09 PIPING COLOR CODE

Water Lines

Raw	Olive Green
Settled or Clarified	Aqua
Finished or Potable	Dark Blue

Chemical Lines

Alum or Primary Coagulant	Orange
Ammonia	White
Carbon Slurry	Black
Caustic	Yellow with Green Band
Chlorine (Gas and Solution)	Yellow
Fluoride	Light Blue and Red Band
Lime Slurry	Light Green
Ozone	Yellow with Orange Band
Phosphate Compounds	Light Green with Red Band

Polymers or Coagulant Aids  
Potassium Permanganate  
Soda Ash  
Sulfuric Acid  
Sulfur Dioxide

Orange with Green Band  
Violet  
Light Green with Orange Band  
Yellow with Red Band  
Light Green with Yellow Band

Fuel Oil Lines

Black Oil  
Diesel

Yellow  
Yellow

Waste Lines

Backwash Waste  
Sludge  
Sewer (Sanitary and Other)

Light Brown  
Dark Brown  
Dark Gray

Other

Compressed Air  
Gas  
Other Lines

Dark Green  
Red  
Light Gray

3.10 PAINTING SCHEDULE

- A. All newly installed equipment, piping, conduit, structures, etc., and appurtenances shall be painted as specified in the Contract Documents. All colors shall be as approved by the Owner.
- B. All existing surfaces modified or damaged as part of this project.
- C. Items not to be painted include: Stainless steel items, aluminum items, concrete corrosion prevention liner, and factory painted electrical boxes or similar factory finished items (with approval of Engineer) inside of clearwell and fiberglass grating.
- D. Interior surfaces of the Ammonia Room

END OF SECTION

SECTION 13600  
INLINE STATIC MIXERS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. The work under this Section includes the furnishing of all materials, equipment, and supervision for the installation of the inline static mixers as shown on the drawings and as specified herein.

1.02 SUBMITTALS

- A. Submit shop drawings of all fabricated in-line static mixers and accessories.
- B. Submit manufacturers shop drawing clearly showing (at a minimum) weight, bolt pattern material, dimensions, catalog number, pressure rating, connection detail, orientation of injection ports, curve of headloss versus flow for stated range of flows, and installation instruction.
- C. Submit manufacturers complete operation and maintenance manuals prepared specifically for this installation. Manuals should include, at a minimum, assembly, installation, alignment, and checking instructions, contact information and part number.
- D. Submit certified performance data demonstration uniformity of mixing and pressure drop for each in-line static mixers.
- E. Submit manufacturer's statement indicating that all components of the static mixers are compatible with the chemicals being used, that the system is suitable for potable water application and that the static mixer will function as indicated as outlined within these specifications.

1.03 STORAGE AND PROTECTION

- A. All equipment and parts must be properly protected against any damage during shipment or prolonged periods at the site. Equipment shall be stored in accordance with manufacturers recommendations.

1.04 QUALITY ASSURANCE

- A. In-line static mixers to be the product of one manufacturer.
- B. In-line static mixers to be manufacturer's standard cataloged product.

1.05 WARRANTY

- A. Manufacturers shall warrant all parts, labor, and material of each mixer and appurtenances from defects in material or workmanship for a period of two years after issuance of project substantial completion. Manufacturer shall repair or provide replacement for any defective component under this warrant.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. In-line static mixers shall be manufactured by Komax Systems, Inc., Sulzer-Chemtech, or Kenics.

## 2.02 DESIGN REQUIREMENTS

- A. Caustic Injection Mixer. The static mixer will be used to blend 50% sodium hydroxide into the degasified permeate process stream of water. In addition static mixer will blend ammonia injected upstream of the mixer.
  - 1. Specific gravity – 1.5±
  - 2. Size – 24" diameter
  - 3. Maximum length – 4.0' flange to flange
  - 4. Flow Rate – 1000 – 6600 gpm
  - 5. Maximum pressure drop – 3 psi
  - 6. Bolt pattern ANSI – B16 150 lb. class
  - 7. Pressure Class – 150 psi
  - 8. 95% mix at 1 pipe diameter down stream of mixer under all flow conditions
  - 9. Mixer element material – FRP
  - 10. Chemical injector quill – CPVC
- B. Mixer will be bolted to 316 SS pipe.

## 2.03 MATERIAL REQUIREMENT

- A. The mixer bodies shall be constructed of FRP. Teflon full face gaskets 1/8-inch thick shall be provided for the flanges and nozzles. Flanged nozzle connections with removable quill Injectors for chemical input shall be provided and located 6-inches upstream of the mixing element. Two injection nozzles shall be provided for each mixer both located on the same side and one injection nozzle shall be capped off for future use. Mixer shall be able to withstand an internal pressure test of 150 psi. A minimum of two mixed elements shall be provided with 0.5 L/D per element. The interior baffle arrangement shall be removable and retained in the body with a retaining plate of retaining bars.
- B. Chemical injection quills shall be designed and provided by the static mixer manufacturer. Contractor shall be responsible for providing the piping and connecting to each quill.
- C. All external hardware and flange backup plates shall be 316L SS.

## PART 3 EXECUTION

### 3.01 INSTALLATION & TESTING

- A. The following installation requirements will be considered as a minimum for manufacturer qualification:
  - 1. Install in strict conformance with Manufacturer's recommendation.
  - 2. All nuts, bolts, washer, etc., shall be 316 SS.
- B. All factory test shall be conducted and approved by the Engineer prior to shipment.

### 3.02 MANUFACTURERS SERVICES

- A. Furnish services of manufacturer's technical representative to inspect the completed installation. Correct any defects or malfunction and instruct operation personnel in proper operating and maintenance procedures.

B. A manufacturer's representative shall be present at the site for a minimum of following:

1. 4 hours – installation assistance, inspection and certification.
2. 2 hours – functional testing.
3. 2 hours – staff training

END OF SECTION

## SECTION 11240

### AMMONIA GAS FEED SYSTEM

#### PART 1 GENERAL

##### 1.01 DESCRIPTION

- A. The automatic gas feeder shall be a EVOQUA/Wallace & Tiernan V10K wall mounted ammonia gas feed system with a maximum capacity of 500PPD and sized to feed 100 PPD or equal.
- B. The gas feeder is an all-vacuum operated solution feed type having:
  - 1. An automatic feed range of 10:1
  - 2. The capability to control within  $\pm 4\%$  of the indicated feed rate
- C. The gas feeder design shall consist of:
  - 1. A vacuum regulator at the gas supply
  - 2. A wall mounted gas feed rate control unit
  - 3. An injector

#### PART 2 PRODUCTS

##### 2.01 VACUUM REGULATORS

- A. The vacuum regulator shall be rated for 500PPD of ammonia.
- B. It shall include:
  - 1. A vacuum-regulating valve designed to reduce full supply pressure to a vacuum without venting
  - 2. Gas shutoff capability
  - 3. A captive yoke connection conforming to Chlorine Institute drawing #189
  - 4. Positive indication of operating mode
  - 5. Internal pressure relief
- C. The 500PPD unit shall have an integral secondary check valve to further minimize the possibility of venting gas to the atmosphere. The check valve shall close in the event of leakage through the regulating valve.

##### 2.02 CONTROL UNIT

- A. The gas feeder control components shall be of a chemical resistant plastic construction and shall be supplied on a panel for wall mounting.
- B. It shall include an easily removable cover for access to control components.
- C. Components shall be easily removed without the need for special tools.
- D. It shall include a one-piece molded headblock that includes:
  - 1. A minimum 10 inch rotameter frame
  - 2. V-notch orifice
  - 3. Differential regulating valve
- E. A vacuum supply gauge with direct acting mechanism and colored band to indicate proper operating vacuum shall be integral to the unit.
- F. The V-notch variable orifice shall consist of a 3-inch long V-grooved PVC plug, which slides in a TFE annular seat.

G. It shall be separate and independently mounted.

## 2.03 AUTOMATIC CONTROLS

A. Each gas feeder shall be provided with an integral automatic control system consisting of a dedicated gas feed electronic controller locally mounted and V-notch positioner.

B. The positioner shall move the V-notch plug and shall contain:

1. A reversible motor with mechanical manual override
2. Feedback potentiometer
3. Selectable contacts
4. Front accessibility for service

C. The positioner and controller shall be housed in separate NEMA 4X enclosures.

## 2.04 SIGNAL CONDITION UNIT (FLOW PROPORTIONAL CONTROLLER)

A. The controller shall be microprocessor-based and in a NEMA 4X enclosure.

B. It shall accept a 4-20 mA flow signal.

C. User interface shall include a membrane touch keypad and backlit LCD display.

D. The display shall be scrollable to five operating menus as follows:

1. Main menu shall display values
2. Set up menu
3. Input and output options
4. Diagnostic menu for troubleshooting
5. Calibration menu dosage 10 to 400% of output

E. An isolated 4-20 mA output signal shall be provided for control, flow or actuator position

## 2.05 PROCESS CONTROL UNIT (RESIDUAL OR COMPOUND LOOP CONTROLLER)

A. The controller shall be microprocessor-based and be capable of accepting 3 input signals:

1. Flow
2. Residual
3. One spare

B. It shall have:

1. A membrane touch keypad
2. Digital LED display of residual
3. LED bar graph display of actuator position
4. A 16 character alphanumeric LED display of all operating data
5. Set up parameters

C. The user shall be able to select from six modes of operation:

1. Direct residual control
2. Compound loop control
3. Dual signal feed forward control for dechlorination
4. Center zero control for dechlorination
5. Flow proportional control
6. Manual control

D. Four configurable alarm relays shall be provided to select from 16 different alarm conditions.

- E. The controller shall have password protection to prevent tampering.
- F. A user configurable isolated 4-20 mA output signal shall be provided for:
  - 1. Control output
  - 2. Residual
  - 3. Actuator position
  - 4. Flow
- G. The unit shall be capable of computer interfacing using RS 485 serial communication.
- H. See Section 11241 for additional requirements.

## 2.06 INJECTOR

- A. Each gas feeder shall have a panel mounted PVC injector rated 200PPD to generate the operating vacuum for the system.
- B. The injector shall be a 3/4" fixed throat differential pressure type aspirator capable of feeding against a backpressure of 10 PSI with an operating water pressure of 60 PSI.
- C. The injector shall have built-in double check valves, a spring-loaded diaphragm with a spherical seat and poppet check valve, to protect against back flooding.

## 2.07 VACUUM SWITCH

- A. The vacuum alarm switch shall be actuated on a loss of gas pressure or failure of the injector supply water.
- B. It shall be mounted on a panel with the control components.
- C. A separate high vacuum switch shall be provided to indicate an exhausted supply and shall be mounted in the header.

## 2.08 GAS FLOW TRANSMITTER

- A. The gas flow measuring system shall be non-inferential and shall consist of:
  - 1. A sensor/transmitter
  - 2. 24V power supply
- B. The sensor shall measure the differential pressure across an orifice in the ammonia gas line.
- C. The sensor shall incorporate a Hastelloy C isolating diaphragm.
- D. The output of the 2-wire transmitter shall be a 4-20mA DC signal directly proportional to gas flow.
- E. The transmitter shall be remotely mounted.

## PART 3 EXECUTION

### 3.01 INSTALLATION

- A. The equipment shall be installed per the contract documents and manufacturer's recommendations.

3.02 WARRANTY

- A. The equipment/system warranty, unless otherwise stated, shall be one year from start-up or 18 months after shipment.

3.03 STARTUP AND TRAINING

- A. A manufacturer's technical representative shall provide inspection of installed equipment, start-up assistance, and operator training (minimum of 4 hours).

END OF SECTION

## SECTION 1141

### AMMONIA FEED SYSTEM CONTROLLER

#### PART 1 SYSTEM

##### 1.01 DESCRIPTION

- A. A microprocessor-based controller shall be provided to automatically control the feed rate of the ammonia gas-feed system.
- B. The controller shall have an isolated input to accept a 4-20 mA signal from the plant SCADA system and provide a proportional output signal to a feed rate actuator.
- C. A closed loop control circuit shall be provided between the controller and the actuator.
- D. The controller shall be the manufacturer's standard unit and shall be designed specifically for the chlorination/ammonia feed applications and other chemical feed processes.
- E. The controller shall be capable of being remote mounted from the actuator by at least 500ft.
- F. The controller shall be a EVOQUA / Wallace & Tiernan SFC – SC single function controller or equal.

#### PART 2 PRODUCT

##### 2.01 FLOW PROPORTIONAL CONTROLLER

- A. The controller shall be capable of being operated in flow proportional mode or manual mode via the operator keypad.
- B. In flow proportional mode, the flow input shall be scaled using a flow scaling factor that is selectable from 10 to 400%.
- C. The output likewise shall be scalable using a dosage factor (also selectable from 10-400% with default at 100%).
- D. The controller shall be watertight and corrosion resistant and built to meet the NEMA 4X rating and shall be constructed of UL-94 flame resistant materials.

##### 2.02 DISPLAY

- A. The controller shall have a backlit LCD display with a resolution of 128 x 64 pixels.
- B. The display shall be menu-driven utilizing upper level menus as follows:
  - 1. Main
  - 2. Device type

3. Input/Output
4. Alarms
5. System
6. Diagnostics
7. Calibration

- C. The display shall show the three soft keys: Menu, Calibration & Mode
- D. The main display shall indicate in what mode the unit is currently operating.
- E. The variable being controlled or monitored can be labeled with entered text.

#### 2.03 OPERATOR CONTROLS

- A. The controller shall utilize a nine-button membrane touch keypad as the operator interface.
- B. The keypad shall have tactile feedback for acknowledgement of all keystrokes.
- C. The keys shall be as follows:
  - Up/down/right/left arrow keys
  - 3 soft keys for easy navigation between menus
  - Escape key
  - Check (acknowledge key)

#### 2.04 OUTPUTS

- A. The controller shall have two primary outputs as follows:
  1. A control output to drive either a V-notch actuator on a gas feed ammoniator using an increase/decrease signal.
  2. A separate isolated 4-20 mA output, user-configurable to represent either control output/actuator position percentage, or flow input percentage.

#### 2.05 MISCELLANEOUS

- A. The controller shall be provided with on-line diagnostics with self-test functions.
- B. The controller shall have security access through the keypad using a four-digit lock code for protection of setup parameters
- C. The controller shall also have the capability of being placed into manual mode using the keypad.
- D. The SFC – SC controller shall be UL listed and CSA certified.

#### 2.06 V-NOTCH ACTUATOR

- A. The actuator shall contain a reversible motor which shall position the V-notch plug on the gas feeder over a 3 inch travel length.
- B. The actuator shall also have a feedback potentiometer.

- C. A mechanical manual override shall be provided with indication at the controller that the actuator motor has been disengaged.
- D. Actuator position shall be indicated on the controller display with configurable range and units of measure.
- E. The actuator shall have a minimum rating of NEMA 4X and shall be constructed of flame retardant UL-94 materials for gas feeders.
- F. It shall be accessible from the front for service.

## 2.07 ACTUATOR ALARMS

- A. The actuator shall contain three alarm relays with N.O. contacts rated 5 amps at 250 VAC.
- B. The relays shall be dedicated for high limit, low limit (usable for no flow condition), and actuator motor disengaged.

## PART 3 EXECUTION

### 3.01 INSTALLATION

- A. The equipment shall be installed per the contract documents and manufacturer's recommendations.

### 3.02 WARRANTY

- A. The equipment/system warranty, unless otherwise stated, shall be one year from start-up.

END OF SECTION

## SECTION 16000

### ELECTRICAL GENERAL REQUIREMENTS

#### **PART 1 GENERAL**

##### 1.01 LAWS, PERMITS, FEES AND NOTICES

- A. Secure and pay all permits, fees and licenses necessary for the proper execution of the work. Submit all notices and comply with all laws, ordinances, rules and regulations of any public agency bearing on the work. Contractor shall be licensed Electrical Contractor in the county of construction.

##### 1.02 DEPARTURES

- A. If any departures from the Contract Documents are deemed necessary, details of such departures and the reasons therefore shall be submitted to the Engineer for advance written approval, prior to departure.

##### 1.03 GUARANTEES

- A. Furnish written guarantee covering all materials, workmanship, labor and equipment for a period of one (1) year from the date of acceptance as described in the Contract General Conditions.
- B. The Owner reserves the right to operate and use all materials and equipment failing to meet the requirements of the Contract Documents until such unacceptable materials and equipment are replaced or repaired to the satisfaction of the Engineer.

##### 1.04 AS-BUILT INFORMATION

- A. A set of "red-lined" Electrical Drawings shall be carefully maintained at the job site. Actual conditions are to be put on the Drawings in red on a daily basis so the Drawings will continuously show locations and routes of cable trays, conduits, pull-boxes, circuit numbers, and other information required by the Engineer.

##### 1.05 JOB SITE VISIT

- A. Visit the project site before submitting a bid. Verify all dimensions shown and determine the characteristics of existing facilities which will

affect performance of the Work, but which may not be shown on Drawings or described within these Specifications.

1.06 CLEANUP

- A. Maintain a continuous cleanup during the progress of the Work and use appointed storage areas for supplies. The premises shall be kept free from accumulations of waste materials and rubbish.

1.07 CUTTING AND PATCHING

- A. Cut and prepare all openings, chases and trenches required for the installation of equipment and materials. Repair, remodel and finish in strict conformance with the quality of workmanship and materials in the surroundings. Obtain written permission from the Engineer for any alterations to structural members before proceeding.

1.08 MAINTENANCE

- A. Render all necessary measures to ensure complete protection and maintenance of all systems, materials and equipment prior to final acceptance. Any materials or equipment not properly maintained or protected to assure a factory new condition at the time of final acceptance shall be replaced immediately at no additional cost to the Owner.

1.09 WATERPROOFING

- A. Whenever any work penetrates any waterproofing, seal and render the work waterproof. All work shall be accomplished so as not to void or diminish any waterproofing bond or guarantee.

1.10 TESTS

- A. Conduct an operating test of equipment prior to the Engineer's approval. The equipment shall be demonstrated to operate in accordance with the requirements of Contract Documents and Specifications. The tests shall be performed in the presence of the Engineer or an authorized representative. The Electrical Contractor shall furnish all instruments, electricity and personnel required for the tests.

1.11 SUMMARY OF ELECTRICAL WORK

- A. Provide all labor, materials, tools, supplies, equipment and temporary utilities to complete the work shown on the Drawings and specified

herein. All systems are to be completely installed and fully operational. Specifically the Work includes, but is not necessarily limited to:

1. Instrumentation and control raceways and wire.
2. Provide and install new ammoniator system with motorized positioner and controller; include interfacing of this equipment to PLC as called out in drawings.
3. Provide and install control stations as called out in drawings.
4. Provide and install option modules and control wiring to existing NH3 detector.
5. Provide and install sampling instruments as called out in drawings.
6. Provide and install new PLC control panel as called out in the drawings.
7. Provide programming and configuration of the proposed PLC, and provide programming and configuration of existing SCADA system to reflect new I/O equipment.
8. Provide and install grounding as required.
9. Provide start-up and testing of new PLC and SCADA controls, and field instruments.
10. Provide all personnel training of the equipment as called out in the contract documents and O&M manuals as required.

#### 1.12 CODES AND STANDARDS

- A. General applicable provisions of the following codes and standards and other codes and standards required by the State of Florida and local jurisdictions are hereby imposed on a general basis for electrical work (in addition to specific applications specified by individual work sections of these specifications):
  1. U.L.: Electrical materials shall be approved by Underwriters' Laboratories, Inc. This applies to materials which are covered by U.L. standards. Factory applied labels are required.
  2. National Electrical Code.

3. OSHA: Standards of the Occupational Safety and Health Administration are to be complied with.
4. NEMA: National Electrical Manufacturers Association Standards are to be met wherever standards have been established by that agency and proof is specifically required with material submittals for switchboards, motor control centers, panelboards, cable trays, motors, switches, circuit breakers and fuses.
5. ANSI: America National Standards Institute.
6. NESC: National Electrical Safety Code.

#### 1.13 ELECTRICAL TEMPORARY FACILITIES

- A. The Electrical Contractor shall include in his bid the cost of furnishing, installing, maintaining and removing all materials and equipment required to provide temporary light and power to perform his work during construction and until work is completed.
- B. Safety
  1. All reasonable safety requirements shall be observed to protect workers and the public from shock and fire hazards. Ground fault interrupters shall be employed in accordance with codes.
  2. Ground wires are required in all circuits. Ground poles are required on all outlets. All metallic cases shall be grounded.
  3. Rain tight cabinets shall be used for all equipment employed in wet areas.

#### 1.14 EXCAVATING FOR ELECTRICAL WORK

- A. General
  1. Excavation or drilling, backfill and repair of paving and grassing is to be in the bid of the Electrical Contractor. The actual work need not be performed by electrical trades. However, the Electrical Contractor is responsible for all excavation, drilling, dewatering, backfilling, tamping and repair of pavements and grassing required in support of electrical work. All areas disturbed by electrical work shall be repaired to their original condition, or as indicated on the Drawings.
- B. Coordination

1. The Electrical Contractor must check for existing utilities before commencing any excavation or drilling.
2. Contract Drawings and other trades are to be consulted to avoid interferences with other utilities on this project.
3. In the event of damage to existing utilities, the Engineer shall be immediately notified, and damage shall be immediately repaired.

C. Precautions

1. The Electrical Contractor must take every reasonable precaution to avoid interferences. In the vicinity of a suspected interference, excavations shall be dug by hand.

1.15 ELECTRICAL SUBMITTALS

- A. Submittals for approval shall be provided for any and all materials. No materials shall be used without approval from the Engineer.
- B. Refer to the General Requirements for documentation of shop drawings and O&M Manuals.

1.16 ELECTRICAL PRODUCTS

A. Standards Products

1. Unless otherwise indicated in writing by the Engineer, the products to be furnished under this Specification shall be the manufacturer's latest design. Units of equipment and components of the same purpose and rating shall be interchangeable throughout the project. All products shall be newly manufactured. Defective equipment or equipment damaged in the course of installation or test, shall be replaced or repaired in a manner meeting with the approval of the Engineer at no additional expense to the Owner.

B. Delivery, Storage and Handling

1. Deliver products to project properly identified with names, model numbers, types, grades, compliance labels and similar information needed for distinct identification; adequately packaged or protected to prevent deterioration during shipment, storage and handling. Store in a dry, well ventilated, indoor space, except where prepared and protected by the manufacturer specifically for exterior instructions for storage locations.

C. Substitutions

1. Comply with instructions in the Contract General Conditions and Special Conditions and obtain pre-approval of the Engineer regarding substitutions.

1.17 ELECTRICAL IDENTIFICATION

A. Color Coding Conductor colors shall be in accordance with the N.E.C. and NFPA requirements.

B. Nameplates

1. The following items shall be equipped with nameplates: All motors, motor starters, motor control centers, VFD.s, switchboards, pushbutton stations, control panels, time switches, disconnect or relays in separate enclosures, receptacles, wall switches, pullboxes boxes, splice boxes, cabinets and the like.. All light switches and outlets shall carry a phenolic plate with the supply identified. Special Electrical systems shall be identified at junction and pull boxes, terminal cabinets and equipment racks.
2. Nameplates shall adequately describe the function of the particular equipment involved. Nameplates for panelboards and switchboards shall include the panel designation, voltage and phase of the supply. For example, "Panel A, 277/480V, 3-phase, 4-wire". The name of the machine on the motor nameplates for a particular machine shall be the same as the one used on all motor starters, disconnect and P.B. station nameplates for that machine. Normal power nameplates shall be laminated phenolic plastic, white front and back with black core, with lettering etched through the outer covering; black engraved letters on white background. Lettering shall be 3/16 inch high at pushbutton stations, thermal overload switches, receptacles, wall switches and similar devices, where the nameplate is attached to the device plate. At all other locations, lettering shall be ¼ inch high, unless otherwise detailed on the Drawings. Nameplates shall be securely fastened to the equipment with No. 4 Phillips, round-head, cadmium plated, steel self-tapping screws or nickel-plated brass bolts. Motor nameplates may be non-ferrous metal not less than 0.003 inch thick, die stamped. In lieu of separate plastic nameplates, engraving directly on device plates is acceptable. Engraved lettering shall be filled with contrasting enamel. Equipment nameplate schedule for all equipment shall be submitted with shop drawing submittal for Engineer's approval.

3. All conduits shall be tagged with permanent tag attached with tie wraps. Descriptive tags shall indicate conduit tag.
4. All circuits shall be tagged with permanent tag attached with tie wraps. Descriptive tags shall indicate circuit tag.
5. All floats, field equipment, instruments, and sensors, and the like shall be tagged with permanent tags attached with tie wraps. Outdoor equipment or equipment in chemical rooms shall be tagged using 316 stainless steel tags. Descriptive tags shall indicate float function such as call, back up, lead.

1.18 SKILLED ELECTRICAL CRAFTSMEN

- A. Contractor shall employ and staff the project with skilled Craftsmen experienced in the project requirements.
- B. As a minimum, a Licensed Journeyman Electrician shall be present on the project at all times.
- C. Other skilled persons shall be present as the project requirements dictate including manufacturers representatives, start-up technicians, Engineers, etc.

**END OF SECTION**

## SECTION 16050

### BASIC MATERIALS AND METHODS

#### PART 1 GENERAL

##### 1.01 SUBMITTALS

- A. Submittals for approval shall be provided for any and all materials. No materials shall be used without approval from the Engineer.
- B. Refer to the General Requirements for documentation of Shop Drawing and O&M Manuals.

##### 1.02 CODES AND STANDARDS

- A. General applicable provisions of the following codes and standards and other codes and standards required by the State of Florida and local jurisdictions are hereby imposed on a general basis for electrical work (in addition to specific applications specified by individual work sections of these specifications):
  - 1. U.L.: Electrical materials shall be approved by the Underwriters' Laboratories, Inc. This applies to materials which are covered by U.L. standards. Factory applied labels are required.
  - 2. National Electrical Code
  - 3. OSHA: Standard of the Occupational Safety and Health Administration are to be complied with.
  - 4. NEMA: National Electrical Manufacturers Association Standards are to be met wherever standards have been established by that agency, and proof is specifically required with material submittals for switchboards, motor control centers, panelboards, cable trays, motors, switches, circuit breakers, and fuses.
  - 5. ANSI: American National Standards Institute
  - 6. NESC: National Electrical Safety Code

## **PART 2 PRODUCTS**

### **2.01 GROUNDING MATERIALS**

- A. All ground rods shall be 20 foot 5/8" copperclad, unless otherwise indicated.
- B. Ground wires shall be soft drawn copper sized per National Electrical Code, unless otherwise indicated.

### **2.02 CONDUIT**

- A. PVC Conduit
  - 1. PVC conduit shall be Schedule 80 or Schedule 40 unless otherwise noted and shall be U.L. approved. Comply with Federal Spec WC-1094 and NEMA TC-1.
- B. Flexible Conduit
  - 1. All flexible conduits shall be liquid tight, made of corrosion resistant plated steel with extruded polyvinyl covering and watertight connectors.
- C. Rigid Galvanized Steel Conduit
  - 1. Rigid galvanized steel conduit (RGS) shall be hot dipped galvanized steel, heavy duty industrial grade.
- D. Tags
  - 1. All raceways shall be tagged at both ends.

### **2.03 CABLE, WIRE AND CONNECTORS**

- A. 600 Volt Power Wiring
  - 1. Individual conductors shall be rated for 600 volts and shall meet the requirements below:
    - a. Conductors shall be stranded.
    - b. All wire shall be brought to the job in unbroken packages and shall bear the date of manufacturing; not older than 12 months.

- c. Type of wire shall be THWN except where required otherwise by the Drawings.
  - d. No wire smaller than No. 12 gauge shall be used unless specifically indicated.
  - e. Conductor metal shall be copper.
  - f. All conductors shall be meggered after installation. Megger testing shall exceed 50 mega ohms.
- 2. Multi-conductor cables shall be type TC UL 1277 THWN, PVC jacketed 600V with conductor and quantities as indicated.

B. Instrumentation and Control Cable

- 1. Process instrumentation wire shall be 16 gauge twisted pair, 600 V., aluminum tape shielded, polyvinyl chloride jacketed, as manufactured by the American Insulated Wire Co., Eaton Corp., or equal. Multiconductor cables with individually shielded twisted pairs shall be installed where indicated.
- 2. Multiconductor control cable shall be stranded 14 gauge, 600 V. THWN insulated overall shielded with PVC jacket, as manufactured by the American Insulated Wire Co., Eaton Corp., or equal.

2.04 TERMINATIONS AND SPLICES (600 VOLTS AND LESS)

- A. Terminations of power cable shall be by means of U.L. approved connectors. All connectors shall meet U.L. 486B and shall be compatible with the conductor material.
- B. Terminate all control and instrumentation cable with fork type compression lugs.
- C. Splicing of power, control, or instrumentation wiring will not be allowed except by written approval of the Engineer. Where splicing is allowed, splices shall be made with approved compression connectors, and splices shall be made waterproof regardless of location.
- D. Tags

1. All cables and wires shall be tagged at both ends.

## 2.05 BOXES

- A. Boxes for wiring devices, switches and receptacles installed outdoors shall be weatherproof fiberglass with polycarbonate cover plates.

## 2.06 PULL BOXES AND SPLICE BOXES

### A. Location

1. Units used outdoor or in a damp or corrosive environment shall be 316 ss or fiberglass unless otherwise indicated on Drawings.
2. Units used indoors in dry and clean environments shall be NEMA

### B. Size

1. Units shall be sized per NEC as minimum.

### C. Required Units

1. Plans depict minimum requirements. Additional units shall be provided as may be required to complete raceway systems.

## 2.07 MOUNTING AND SUPPORTING ELECTRICAL EQUIPMENT

- A. Furnish and install all supports, hangers, and inserts required to mount fixtures, conduits, cables, pull boxes, and other equipment.
- B. Support system used indoors in clean, dry and air conditioned areas shall be galvanized steel.
- C. Perforated straps and wires are not permitted for supporting electrical devices. Anchors shall be of approved types.
- D. All supports, hangers, hardware, etc. used outdoors or in corrosive atmosphere or in hazardous areas shall be non-ferrous, corrosion resistant or 316 stainless steel. Supports shall be selected to avoid galvanic reactions. Support devices shall be submitted for approval.

- E. Provide trapeze, bridge systems or wall bracketed cantilevered system to support the raceway system.
- F. Spacing of support systems shall be per NEC. Provide spacing of conduits according to the NEC and the materials used. For PVC conduit, refer to NEC table 347-8.
- G. Plans depict minimum requirements. Provide additional units as required to complete raceway system.
- H. Refer to material schedule on plans. These specified requirements shall apply to all requirements not included in the material schedule.
- I. PVC 2 hole straps are not approved.
- J. All unistrut and hangers used outside shall be capped at each end.

#### 2.08 SAFETY DISCONNECT SWITCH

- A. Fusible and non-fusible disconnect switches shall be heavy-duty, NEMA type H, quick-make, quick-break, visible blades, 600 volt, 3 pole with full cover interlock. Switches shall have copper lugs.
- B. Unless otherwise indicated, disconnects shall be 3-pole, nonfusible switch in a NEMA 4x, stainless steel enclosure.
- C. Switches shall be horsepower rated, heavy duty as manufactured by the Square D Co., or equal.
- D. Units provided as main service disconnects, shall be fused and labeled for service equipment.
- E. Provide auxiliary contracts as may be required by plans.
- F. Units shall be padlockable.
- G. For small motor loads less than 2HP, such as motor operated valves and the like. U.L. listed motor rated manual switches shall be used; unless otherwise indicated, provide NEMA 4 enclosures, padlockable.

#### 2.09 CONTROL STATIONS

- A. Control Stations shall be SQ D HOA switches, NEMA 4 rated, in NEMA 4 enclosures, or equal.

- B. Provide stanchion, flanges, unistrut and mounting hardware as required for floor mounted units; provide unistrut and hardware as required for wall mounted units. Materials used outdoors or in chemical rooms shall be 316 SS.
- C. Provide labels for each control station, and pushbuttons, or HOA switches shall clearly call out pilot device function (ON/OFF and the like).

## 2.10 SPARE RACEWAYS

- B. Spare raceways shall be provided with tags.
- B. Underground conduits shall be provided with a grade level concrete monument marker.

## PART 3 EXECUTION

### 3.01 GROUNDING

- A. Provide ground system as indicated on the drawings and as required by the National Electrical Code.
- B. All raceways require grounding conductors. Metallic raceways are not adequate grounding paths. Bonding conductors through the raceway systems shall be continuous from main switch ground buses to panel ground bars of the panelboards, and from panel grounding bars of panelboards and motor control centers to branch circuit outlets, motors, lights, fence posts, etc. **THESE GROUND CONDUCTORS ARE REQUIRED THROUGHOUT THE PROJECT REGARDLESS OF WHETHER CONDUIT RUNS SHOW GROUND CONDUCTORS ON THE DRAWINGS.**
- C. All connections made below grade shall be of the exothermic type.
- D. The grounding system test shall not exceed a 48 hour span dry resistance of 10 ohms. Additional grounding to meet this requirement shall be installed at no extra cost. Grounding and bonding connections shall not be painted.

### 3.02 CONDUIT

- A. Locations:

Conduits shall be used as follows:

1. Refer to schedule on drawings.

B. Installation

1. Conduits subjected to rough handling or usage shall be removed from the premises.
2. Conduits must be kept dry and free of water or debris with approved pipe plugs or caps. Care shall be given that plugs or caps be installed before pouring of concrete.
3. Where conduits pass through exterior concrete walls or fittings below grade, the entrances shall be made watertight.
4. Infurred ceilings, conduit runs shall be supported from structure, not furring.
5. Conduits entering panelboards, pull boxes, or outlet boxes shall be secured in place by galvanized locknuts and bushings, one (1) locknut outside and one (1) locknut inside of box with bushing on conduit end. The locknuts shall be tightened against the box without deforming the box. Bushings shall be of the insulating type.
6. Field conduit bends shall be made with standard tools and equipment manufactured especially for conduit bending.
7. Where embedded conduits cross expansion joints, furnish and install offset expansion joints, sliding expansion joints, and expansion fittings as required. Sliding expansion joints shall be made with straps and clamps.
8. Exposed runs of conduits shall be installed with runs parallel or perpendicular to walls, structural members or intersections of vertical planes and ceilings, with right angle turns consisting of symmetrical bends. No attempts are made in plans to show required pull boxes, gutters, etc. necessary for the construction of the raceway system but the Contractor shall provide these raceways as may be required.
9. Conduits in structural slabs shall be placed between the upper and the lower layers of reinforcing steel, requiring careful

bending of conduits. Conduits embedded in concrete slabs shall be spaced not less than eight (8) inches on centers or as widely spaced as possible where they converge at panels or junction boxes. Conduits running parallel to slab supports, such as beams, columns and structural walls shall be installed not less than 12 inches from such supporting elements. To prevent displacement during concrete pour, saddle supports for conduit, outlet boxes, junction boxes, inserts, etc., shall be secured.

10. Conduit runs shall always be concealed except where indicated on plans.
11. Pull lines shall be installed in all empty conduits. All pull wires shall be identified with conduit number at each end.
12. Where conduits are run individually, they shall be supported by approved pipe straps secured by means of toggle bolts or tapcons on hollow masonry; tapcons on concrete or solid masonry; machine screws or bolts on metal surfaces and wood screws on wood construction. The use of perforated straps or wires will not be permitted. All electrical conduit fastening hardware and equipment shall be 316 SS unless otherwise noted.
13. Wire shall not be installed until all work of any nature that may cause damage is completed, including pouring of concrete. Mechanical means shall not be used in pulling in wires No. 8 or smaller.
14. Underground conduits not under concrete slabs are to be buried at least two (2) feet below finished grade for circuits rated 600 volts or less, except under traffic areas where motor vehicles may cross. Under traffic areas, conduits are to be buried at least three (3) feet below finished grade.
15. All conduits shall be cleaned by pulling a brush swab through before installing cables.
16. All conduits shall be sealed at each end with electrical putty. Special care shall be taken at all equipment where entrance of moisture could be detrimental to equipment. Approved backing gauze is required prior to the installation of conduit putty.
17. No more than two (2) feet of flexible conduit shall be used at connections of all motors, transformers, motor operated valve

and gates, instruments and other items of equipment where vibration is present. It shall be supported where required with stainless steel bands.

18. PVC conduit shall be supported to walls and slabs using carlon snap strap conduit wall hangers. Two hole PVC conduit straps shall not be permitted.
19. Provide concrete marker flush with grade at the end for all spare raceways. Provide pull wires in all raceways; provide plastic marker tag identifying all spare raceways.
20. Provide conduit markers at both ends for all conduits, including spares.
21. Conduit raceways indicated by Drawings are schematic.

### 3.03 WIRES, CABLES AND CONNECTIONS

- A. Cables pulled into conduits shall be pulled using pulling eyes attached to conductors.
- B. Shields shall be grounded at only one termination point.

### 3.04 BOXES

- A. Installation of boxes shall be in accordance with the National Electrical Code requirements.
- B. Boxes shall be mounted plumb and level in accessible locations and mounting shall be secure, vibration resistant and galvanically compatible. Hardware shall be used that is specifically intended for the purpose. When mounted in corrosive, damp or wet locations, stainless steel hardware shall be utilized.

### 3.05 WIRING DEVICES

- A. Wiring devices shall be installed in device boxes approved for the application. All connections shall be made with screw terminals. Wiring devices shall be Leviton or approved equal.
- B. Wire devices on UPS systems shall be isolated ground, colored orange.

- C. Cover plates shall be provided as follows except as otherwise noted.
  - 1. Interior finished area – brush alum.
  - 2. Wet areas – gasketed plastic with in use, clear flip cover.
- D. Receptacles installed outdoors, below grade, chemical rooms, or in areas other than clean and dry environments shall be GFI and weatherproof.

### 3.06 SUPPORTING DEVICES

- A. All items shall be supported from the structural portion of the building and studs, except standard ceiling mounted lighting fixtures and small devices may be supported from ceiling system where permitted by the Engineer. However, no sagging of the ceiling will be permitted. Supports and hangers shall be types approved by Underwriters' Laboratories.
- B. All floor-mounted devices (switchboards, motor control centers, transformers, etc.) shall be securely anchored to the floors. Where recommendations are made by manufacturer, these recommendations shall be followed.

### 3.07 CLEANING

- A. All electrical equipment enclosures shall be thoroughly cleaned before acceptable by the Owner. As a minimum, Contractor shall remove all debris including stripped wire insulation, dirt, empty Dunkin Donut cups, etc.

### 3.08 START UP MODIFICATIONS

- A. Contractor shall conduct start up of systems including coordination with the suppliers and all sub-contractors.
- B. After the start up of all systems has been thoroughly checked out, corrected and made whole, then the Owner and Engineer may witness the proper operations of all systems.
- C. Contractor shall demonstrate all systems to the Owner and Engineer.

- D. Contractor shall include labor and material for a maximum of 50 feet of exposed conduit with 10 #14 control wire for minor modifications discovered during start up.

**END OF SECTION**

## SECTION 16900

### INSTRUMENTATION AND CONTROLS

#### PART 1 GENERAL

##### 1.01 SCOPE OF WORK

- A. Approved manufacturer's shall be limited to CC Control, no equal.
- B. I&C package shall minimally include:
  - 1. Interfacing existing NH<sub>3</sub> gas monitor and provide option modules to interface with existing PLC/SCADA.
  - 2. Provide New ammoniator system with electric actuator/positioner controller.
  - 3. Provide new Disinfection System PLC control panel to collect new instrument signals, and PLC programming.
  - 4. Provide new Chlorine, Ammonia and PH/Temperature analyzers for finish water for lime and RO plants.
  - 5. Existing SCADA programming and development.
  - 6. Field I&C elements.
- C. The Contractor shall furnish, install and place into service operating process instrumentation, control systems and including accessories, related to the existing equipment as shown on the Drawings and specified herein.
- D. See the PLC and SCADA specification.
- E. The PLC hardware, instruments, and SCADA programming shall be provided by the I&C vendor

##### 1.02 SINGLE INSTRUMENT SUPPLIER

- A. The Contractor shall assign to the Single Instrument and Control (I&C) supplier full responsibility for the functional operation of all new instrumentation systems. The Contractor shall have said supplier perform all engineering necessary to select, to furnish, to supervise installation, connection and to calibrate, to place into operation all sensors,

instruments, alarm equipment, control panels, accessories and all other equipment as specified herein.

- B. The foregoing shall enable the Contractor and the Owner to be assured that the full responsibility for the requirements of this section will reside in an organization which is qualified and experienced in the wastewater treatment field and its process technology on a functional system basis.
- C. All instruments, control panels and field I&C components, regardless of manufacturer, shall be supplied by approved I&C supplier.
- D. Major elements of work include:
  - 1. New PLC system, and SCADA system modifications and programming.
  - 2. Field instrumentation and control systems.

#### 1.03 INSTALLATION WORK

- A. Nothing in this part of the specifications shall be construed as requiring the Contractor to utilize personnel supplied by his assigned instrument manufacturer's organization or any division thereof, to accomplish the physical installation of any elements, instruments, accessories or assemblies specified herein. However, the Contractor shall employ installers who are skilled and experienced in the installation and connection of all elements, instruments, accessories and assemblies; portions of their work shall be supervised or checked as specified herein.

#### 1.04 PREPARATION OF SUBMITTAL OF DRAWINGS AND DATA

- A. It is incumbent upon the Contractor to coordinate the work specified in these Sections so that a complete instrumentation and control will be provided and will be supported by accurate Shop and Record Drawings. As part of the responsibility as assigned by the Contractor, the Single I&C supplier shall prepare and submit through the Contractor, complete and organized Shop Drawings, as specified herein. Interface between instruments, motor starters, flow meters, and existing instruments shall be included in his shop drawing submittal.
- B. In order to provide a fully coordinated system, Shop Drawings by other equipment vendors associated with the I&C control panel systems shall be reviewed and approved by the Contractor before submittal to the Engineer for approval.
- C. Operation and Maintenance Manual

1. Submit one preliminary O&M for review and comment by the Engineer. Provide five final O&M.s, bound in a three ring binder. O&M shall include the requirements of I&C materials and minimally include the following: approved submittal data, start-up corrected as built Shop Drawings. O&M shall be neatly and logically arranged with a contents page followed by tabbed sections.

1.05            ADDITIONAL TECHNICAL SERVICES

- A. The Contractor shall provide the services of qualified technical representatives of the I&C Supplier:
  1. To supervise installation and connection of all instruments, elements and components of every system, including connection of instrument signals to primary measurement elements and to final control elements such as pumps.
  2. To make all necessary adjustments, calibrations and tests.
  3. To instruct plant operating and maintenance personnel on instrumentation. This time shall be in addition to whatever time is required for other facets of work at the site and shall be during the Owner's normal working days and hours.

1.06            GUARANTEE

- A. The Contractor shall guarantee all equipment and installation, as specified herein, for a period of one (1) year following the date of Owner's acceptance. To fulfill this obligation, the Contractor shall utilize technical service personnel designated by the Single I&C Supplier to which the Contractor originally assigned project responsibility for instrumentation.

1.07            ADDITIONAL PROVISIONS

- A. The applicable provisions of the following sections under Electrical Work shall apply the work and equipment specified herein, the same as if stated in full herein:
  1. Codes and Standards
  2. Equipment Materials and Workmanship
  3. Testing

4. Grounding
5. Equipment Anchoring
6. Conductor and Equipment Identification
7. Terminal Cabinets and Control Compartments
8. Process Control Devices

1.08 NEWEST MODEL COMPONENTS

- A. All meters, instruments and other components shall be the most recent field proven models marketed by their manufacturers at the time of the submittal of Shop Drawings unless otherwise specified to match existing equipment. All technical data publications included with the submittal shall be the most recent issue.

1.09 COORDINATION

- A. I&C Supplier shall coordinate with his Supplier and other Contractors on the project. Where large subsystems are provided, the I&C Supplier shall coordinate before the bid to be certain all equipment, engineering and labor are provided. Coordination item minimally includes: equipment dimensions, heat rejection, power requirements, control and signal requirements, and interconnection requirements.

1.10 TEST PROCEDURE DEVELOPMENT AND DOCUMENTATION

- A. Before testing begins, I&C Supplier shall prepare and submit to the Engineer for review a detailed description of the test procedures that he proposed to perform to demonstrate conformance of the complete system of instrumentation and controls to this Specification.
- B. It is recommended that the I&C Supplier develop the test procedures in two steps by first submitting general descriptions and outlines of the tests with the Shop Drawings and then, upon receipt of approval of the test procedure and Shop Drawings, submit the required detailed procedures and forms.
- C. Operational Acceptance Tests
  1. The I&C Supplier shall prepare check-off sheet(s) for each loop and an instrument calibration sheet for each active I&C element (except simple hand switches, lights, etc.). These check-off and

data sheets shall form the basis for these operational tests and this documentation.

2. Each loop check-off sheet shall cite the following information and shall provide spaces for sign-off on individual items and on the completed loop by the I&C Supplier.

- a. Project name
- b. Loop number
- c. For each elements: Tag number, description, manufacturer and model number, installation bulletin, and Specification sheet number.
- d. Loop description
- e. Installation check
- f. Termination check
- g. Calibration check
- h. Adjustment check
- i. Space for comments
- j. Space for loop sign-off I&C Supplier and date.

3. Each instrument calibration sheet shall provide the following information and a space for sign-off on individual items and on the completed unit by Engineer and the I&C Supplier.

- a. Project name
- b. Loop number
- c. Tag number
- d. Manufacturer
- e. Model number
- f. Serial number
- g. Calibration range

- h. Calibration data: Input, output and error at 0, 25, 50, 75, and 100% of span.
- i. Switch setting, contact action and dead band for discrete elements.
- j. Space for comments
- k. Space for sign-off by I&C Supplier and date.

D. Functional Acceptance Tests

The I&C Supplier shall prepare two types of test forms as follows:

1. For those functions that can be demonstrated on a loop-by-loop basis, the form shall include:
  - a. Project name
  - b. Loop number
  - c. Loop description
  - d. Test procedure description
  - e. For each component: Tag number, description, manufacturer and data sheet number.
  - f. Space for sign-off and date by both I&C subcontractor and Owner Representative.
2. For those functions that cannot be demonstrated on a loop-by-loop basis, the test form shall be a listing of the specific tests to be conducted. With each test description, the following information shall be included:
  - a. Spec page and paragraph of function demonstrated
  - b. Description of function
  - c. Space for sign-off and date by both I&C subcontractor and Engineer.

1.11 SUBMITTALS

- A. Submittals for approval shall be provided for any and all materials. No materials shall be used without approval from the Engineer.
- B. Refer to the General Requirements for documentation of Shop Drawings and O&M Manuals.

## **PART 2 PRODUCTS**

### **2.01 INSTRUMENTATION CRITERIA**

- A. Designation of Components
  - 1. In these specifications and on the Drawings, all systems, meters, instruments and other elements are represented schematically, and are designated by numbers, as derived from criteria in Instrument Society of America Standard ANSI/ISA S5.1-1973. The nomenclature and numbers designated herein and on the Drawings shall be employed exclusively throughout shop drawing, data sheets and similar materials. Any other symbols, nomenclature unique to the manufacturer's standard methods shall not replace these prescribed above, used herein and on the Drawings.
- B. Signal Characteristics
  - 1. Signals shall be electrical, as indicated herein, and shall vary in direct linear proportion to the measured variable, except as noted. Electrical signals outside control panels shall be 4-20MADC, except as noted.
- C. Matching Style, Appearance and Type
  - 1. All instruments to be panel mounted at the control panels shall have matching style and general appearance. Instruments performing similar functions shall be of the same type, model, or class and shall be one (1) manufacturer.
- D. Accuracy and Repeatability
  - 1. The overall accuracy of each instrumentation system or loop shall be as prescribed in the specifications for that system or loop. Each system's accuracy shall be determined as a probable maximum error; this shall be the square root of the sum of the squares of the certified "accuracies" of certain designated components in each system, expressed as a percentage of the actual span or value of the measured variable. Each individual electronic instrument shall have a minimum accuracy of +0.7 percent of full scale and a

minimum repeatability of +0.4 percent of full scale unless otherwise specified. Instruments which do not conform or improve upon these criteria are not acceptable.

E. Signal Isolators, Converters and Power Supplies

1. Signal isolators shall be furnished and installed in each measurement and control loop, wherever required, to assure adjacent component impedance match or where feedback paths may be generated. Signal converters shall be included where required to resolve any signal level incompatibilities. Signal power supplies shall be included, as required by the manufacturer's instrument load characteristics, to insure sufficient power to each loop component.

F. Alternative Equipment or Methods

1. Equipment or methods requiring redesign of any project details are not acceptable without prior written approval of the Engineer. Any changes inherent to a proposal alternative shall be at no additional cost to the Owner. The required approval shall be obtained in writing by the I&C subcontractor through the Contractor prior to submittal of Shop Drawings and data. Any proposal for approval of alternative equipment or method specified, shall include evidence of improved performance, operational advantage and maintenance enhancement over the equipment or method specified, or shall include evidences that a specified component is not available. Otherwise, alternative equipment (other than direct, equivalent substitutions) and alternative methods shall not be proposed.

G. Special Equipment

1. The I&C Supplier shall provide all necessary equipment to properly interface its system with equipment provided by others. Such equipment shall include, but not be limited to, special sensing relays for seal failures and the like.

2.02 DETAILED SYSTEMS DRAWINGS AND DATA

A. Content

The Contractor shall submit detailed Shop Drawings and data prepared and organized by the I&C Supplier designated at the time of bidding. The quantity of submitted sets shall be no less than 6 sets. These Drawings

and data shall be submitted as a complete bound package at one time within 30 calendar days after date of notice to proceed.

1. Drawings showing definite diagrams for every instrumentation loop system shall be provided. These diagrams shall show and identify each component of each loop or system using legend and symbols from ISA standard S5.4, each having the format of ISA Standard S5.1 as used on the project Drawings.
2. Data sheets for each component, together with a technical product brochure or bulletin shall be provided. The data sheets shall show:
  - a. Component function description used herein and on the Drawings.
  - b. Manufacturer's model number or other product designation.
  - c. Project tag number used herein and on the Drawings.
  - d. Project system loop of which the component is a part.
  - e. Project location or assembly at which the component is to be installed.
  - f. Input and output characteristics.
  - g. Scale range, units and multiplier.
  - h. Requirements for electrical supply.
  - i. Requirements for air supply.
  - j. Materials of component parts to be in contact with, or otherwise exposed to process media.
  - k. Special requirements or features.
3. A complete index shall appear in the front of each bound submittal volume. A separate technical brochure or bulleting shall be included with each instrument data sheet. The data sheet shall be indexed in the submittal by systems or loops, as a separate group for each system or loop. If, within a single system or loop, a single instrument is employed more than once, one data sheet with one brochure may cover all identical uses of that instrument in that system. Each brochure shall include a list of tag numbers for which it applies. System groups shall be separated by labeled tags.

4. Drawings shall show both schematic and wiring diagrams for control circuits. Complete details on the circuit interrelationship of all devices within and outside each control panel shall be submitted. Control devices and pertinent mechanical relationships including mechanical parameters shall be included on these diagrams. These parameters as a minimum shall include instrument ranges, sizes, set points and the like. The diagrams shall consist of component layout Drawings to scale, showing numbered terminals on components together with the unique number of the wire to be connected to each terminal. Piping and wiring diagrams shall show terminal assignments from all primary measurement devices, such as flow meters, and to all final control devices, such as pumps. The Contractor shall furnish all necessary Equipment Supplier's Shop Drawings to facilitate inclusion of this information by the I&C Supplier.
5. Assembly and Construction Drawings for each control panel and for other special enclosed control assemblies for field installation shall be provided. These Drawings shall include dimensions, identification of all components, surface preparation and finish data, name plates and the like. These Drawings also shall define exactly the style and overall appearance of the assembly; a final treatment sample shall be provided when requested.
6. Installation anchoring and mounting details for all components and assemblies to be field-mounted, including conduit connection or entry details shall be provided.
7. Complete detailed bill of materials including a master bill of materials listing all field mounted devices, control panels and other equipment that will be shipped to the job site and a bill of materials for each control panel listing all devices within the panel.

B. Organization and Binding

1. The organization of the original shop drawing submittal shall be compatible to the eventual inclusion with the technical manuals submittal and shall include final alternations reflecting "as built" conditions. Accordingly, the initial multiple copy shop drawing shall be separately bound in 3-ring binders.

2.03 TECHNICAL MANUALS

- A. One preliminary O&M manual shall be submitted to the Engineer for review and comment after project completion. Assuming a favorable review the I&C Supplier shall incorporate comments and forward the five

final copies to the Engineer. If the preliminary O&M is not acceptable, the I&C Supplier shall resubmit.

- B. Refer to the General Requirements. O&M Manuals shall be supplied for the Owner as a condition for final acceptance of the project. Each set shall consist of one (1) or more volumes, each of which shall be bound in a standard size, 3-ring, loose leaf, vinyl plastic hard cover binder suitable for bookshelf storage. Binder ring size shall not exceed 3 inches.
- C. In addition to updated shop drawing information to reflect actual existing conditions, each set of O&M Manuals shall include installation, connection, operating, trouble-shooting, maintenance and overhaul instructions in complete detail. This shall provide the Owner with comprehensive information on all systems and components to enable operation, service, maintenance and repair. Exploded or other detailed views of all instruments, assemblies, and accessory components shall be included together with the complete parts lists and ordering instructions.
- D. Shop drawing files shall be provided in the latest version of AutoCAD with each O&M manual. Provide electronic files on CD-ROM disk.

#### 2.04 SPARE PARTS

- A. There are no spare parts under this I&C controls sections.

#### 2.05 CONTROL PANELS

- A. General
  - 1. I&C Supplier shall construct the control panel to properly control internal and external equipment. No attempt is made to specify or indicate on drawings, all required equipment but rather to set forth the minimum requirements.
- B. Engineering
  - 1. I&C Supplier shall provide system engineering and produce detailed fully engineered, coordinated and completed drawings.
- C. Construction
  - 1. Control panel construction shall be per these Specifications and Drawings.
- D. Signal and Control Circuit Wiring

1. Wire Type and Sizes: Conductors shall be flexible stranded copper wire; these shall be UL listed TFFN, THWN, THHN and shall be rated 600V. Wire for control signal circuits shall be #16 AWG unless otherwise noted. All instrumentation cables shall be shielded #18 AWG with a copper drain wire unless otherwise noted. All special instrumentation cable such as between sensor and transmitter shall be supplied by the I&C Supplier. Contractor shall increase wire size per load or impedance requirements.

#### E. Wiring Instrumentation

1. All wires shall be run in plastic wire ways except (1) field wiring, (2) wiring between mating blocks in adjacent sections, (3) wiring run from components on a swing-out panel to components on a part of the fixed structure, (4) wiring run to panel mounted components on the door and the like. Wiring run on a swing out panel to other components on a fixed panel shall be made up in nylon wire ties bundles and secured so that bundles are not strained at the terminals.
2. Wiring run to control devices on the front panels shall be tied together at short intervals with nylon ties and secured to the inside face of the panel using adhesive strips.
3. Wiring to rear terminals on panel mounted instruments shall be run in plastic wares secured to horizontal brackets run above or below the instruments in the same plane as the rear of the instruments.
4. Shields of instrument cable shall only be grounded on one side of each circuit. The side to be grounded shall be nearest the source of excitation.
5. Care shall be exercised to properly insulate the ungrounded side of the loop to prevent loops from occurring.
6. Conformance to the above wiring installation requirements shall be reflected by details shown on the Shop Drawings for the Engineer's review.

#### F. Wire Making

1. Each signal, alarm, control and indicating conductor connected to a given electrical point shall be designated by a single unique number which shall be shown on all shop drawings. These numbers shall be marked on all conductors using white plastic heat shrink sleeves with typewritten characters. Instrument signal

conductors shall be tagged with unique multiple digit numbers. Wires from the circuit breaker panelboard shall be tagged indicating the branch circuit breaker number.

G. Terminal Block

1. Compression type terminal blocks shall be molded plastic with barriers and box lug terminals and shall be rated 15 amps at 600V and mounted securely to DIN rails. White marking strips fastened to the molded sections shall be provided and wire numbers and circuit identifications shall be marked thereon with machine printed marker on top. Terminal blocks shall be IEC style Entrelec M4/6 or an approved equal.

H. Wire Color

1. Wire color shall be Line Power – Black; Neutral or common – White; AC Control – Red; DC Control – Blue; Equipment or Chassis Ground – Green; specified externally powered circuits – Orange.

I. Enclosures

1. Unless otherwise indicated, all enclosures L 24" x W 24" and larger shall be provided with the following:
  - a. Modified NEMA 3, gasketed freestanding or wall mounted 316ss.
  - b. Subplate for mounting equipment.
  - c. Padlockable, pocketed exterior doors.
  - d. Where required, provide stainless steel piano hinged dead fronts with quarter turn latches.

J. Identification

1. All components shall be identified using Lamicoid labels or an approved equal.

2.07 NAMEPLATES, NAME TAGS AND SERVICE LEGENDS

- A. All components provided under this section, both field and panel mounted, shall be provided with permanently mounted name tags bearing the entire

IA tag number of the components. Panel mounted tags shall be plastic; field mounted tags shall be stamped stainless steel.

- B. The panel Drawings refer to nameplates and service legends: nameplates face mounted instrument. Service legends are defined as inscribed laminated plastic integrally mounted on a panel face mounted instrument.
- C. Service legends and nameplates shall be engraved, rigid, laminated plastic. Service legends and nameplates shall be fastened to the panel by screws or with a specially applied adhesive. Fastening shall not depend only on the adhesive.

## 2.08 GENERAL REQUIREMENTS FOR ALL ANALYZER SYSTEMS

- A. Contractor shall provide all materials for a complete and functional system including but not limited to:
  - 1. Provide PVC schedule 80 for sizes ½ inch and larger, provide black poly tubing for sizes smaller than ½ inch. Including 316 ss fasteners, fitting and supports.
  - 2. 316 Stainless steel isolation valves.
  - 3. Taps, drains, bulkhead fitting.
  - 4. Service and maintenance fittings.
  - 5. Unique engineering details of installation assemblies. Include all assemblies.
  - 6. Sample pumps and power supplies to sample pumps as may be required.
  - 7. Provide TVSS for all power and signals.
  - 8. Provide sunshield system for all electronic units (outdoors).
  - 9. Include 1 year supply of all expendable materials including reagents. Provide all expendables boxed with a bill of materials.
  - 10. Provide units with built-in display, and appropriate ranges.
  - 11. Submit installation details for review and approval.
  - 12. Provide configuration and instruments shall be calibrated and fully functional.

13. Provide required reagent supplies as required for proper operation, minimum 60 day supply.

2.09 PH AND TEMPERATURE ANALYZER

- A. Rosemount Analytical Model 3900VP-02-10 pH Sensor and pH with the 1056 analyzer/transmitter with dual input capabilities. Provide the temperature option, Pt-100RTD option.
- B. Provide Preamplifier option as required for pH and Temperature options and measuring distance.
- C. Provide Terminal box as required.
- D. Provide proper cable length to accurately measure probe's readings based on sampling point distance.

2.10 AMMONIA/MONOCHLORAMINE ANALYZER

- A. Hach APA 6000 Ammonia/Monochloramine Analyzer with built-in display, or an approved equal
- B. Hach Power Supply.
- C. Hach Signal Output Module
- D. Auxiliary equipment needed for the proper function of the analyzer.

2.11 CHLORINE ANALYZER

- A. HF Scientific CTX Online Chlorine Monitor with built-in display, or an approved equal.
- B. Provide options to measure Free, Total Chlorine, see drawings.

2.12 AMMONIATOR (V-NOTCH CHLORINATOR)

- A. Provide a Siemens Wallace and Tiernan Series V10K V-notch Ammonia Gas Feeder with SFC SC proportional flow controller. Refer to separate specification section.
- B. Provide Flow Controller with Electric actuator for PLC/SCADA control of adjustment and feedback position analog and discrete status of operation and proportion.

- C. Ammoniator feed rate is to be based on flow (at first), and then it is to be adjusted based on amount of free ammonia.
- D. Provide minimally feed rate analog control and position feedback, along with discrete signals for fully opened, fully closed, running status, and fault or alarm condition.

### **PART 3 EXECUTION**

#### **3.01 INSTALLATION, CALIBRATION, TESTING, START UP AND INSTRUCTION**

##### **A. General**

- 1. Under the supervision of a Single I&C Supplier, all systems specified in this section shall be installed, connected, calibrated and tested and in coordination with the Owner and Engineer shall be started to place the process in operation. This shall include final calibration in concert with equipment specified elsewhere in these specifications as well as equipment provided by the Owner, if applicable.

##### **B. Installation and Connection**

- 1. The Contractor shall install and connect all field mounted components and assemblies. The installation personnel shall be provided with a final reviewed copy of the Shop Drawings and data.
- 2. The instrument process lines, impulse piping lines and air signal tubing shall, in general, be installed in a similar manner to the installation of conduit specified under Section 16000.
- 3. Bends shall be formed with the proper tools and to uniform radii and shall be made without deforming or thinning the walls of the tubing.
  - a. Unless otherwise indicated, all fittings, adapters, impulse piping, valves, etc. shall be 316 stainless steel. Valves shall be Whitey Series 40 or an approved equal.
- 4. The Contractor shall have a technical field representative of the I&C Supplier to instruct these installation personnel on any and all installation requirements; thereafter the technical field representatives shall be readily available by telephone to answer

questions and to provide clarification when needed by installation personnel.

- a. Where primary elements (supplied by the I&C Supplier) will be part of a mechanical system, the I&C Supplier shall coordinate the installation of the primary elements with the mechanical system manufacturer.
5. After all installation and connection work has been completed, the technical field representatives shall check all for correctness, verifying polarity of electric power and signal connections making sure all process connections are free of leaks and all such similar details. The technical field representative shall certify in writing to the Contractor that for each loop or system he has completed such check out and that any discrepancies have been corrected by the installation personnel.
  6. The field representative of the I&C Supplier shall coordinate all work required to interface the new equipment, including all required modifications to the existing equipment and related devices.

C. Calibration

1. All new instruments shall be calibrated.
  - a. All instruments and systems shall be calibrated after installation, in accordance with the component manufacturer's written instructions. This shall provide that those components having adjustable features are set carefully for the specific conditions and applications of this installation and that the components and/or systems are within the specified limits of accuracy. Defective elements which cannot achieve proper calibration or accuracy, either individually or within the system shall be replaced. This calibration work shall be accomplished by the I&C Supplier.
  - b. Proof of Conformance – The burden of proof of conformance to the specified accuracy and performance is on the Contractor using his designated I&C Supplier. The Contractor shall supply necessary test equipment and technical personnel if called upon to prove accuracy and performance at no additional cost to the Owner, wherever reasonable doubt or evidence of malfunction or poor performance may appear within the guarantee period.

D. Testing

1. All systems shall be exercised through operational tests in the presence of the Engineer in order to demonstrate achievement of the specified performance. Operational tests depend upon completion of work specified elsewhere in these specifications. The scheduling of the test shall be coordinated by the Contractor among all parties involved so that the tests may proceed without delays or disruption by incomplete work.
2. All functional/loop tests shall be witnessed and signed off by the Engineer and the I&C Supplier.

E. Training

1. Plant operating personnel shall be provided with training prior to start-up.
2. One 2 hour training session shall be provided. Training shall be at a time convenient to the Owner.
3. Operating and maintenance personnel shall be instructed in the functions and operation of each system and shall be shown the various adjustable and set point features which may require readjustment, resetting or checking, recalibration or maintenance by them from time to time. This instruction shall be scheduled at a time arranged with the Owner at least two (2) weeks in advance. Instruction shall be given by qualified persons employed by the I&C Supplier.

F. Start Up

1. When all systems are assessed by the Contractor to have been successfully carried through complete operational tests with a minimum of simulation, and the Engineer concurs in his assessment, start up by the plant operating personnel can follow.

3.02 START UP MODIFICATION

- A. Start up modifications shall be provided. These modifications shall be limited to adding 8-control relays, pilot lights or other equivalent level of work.
- B. Start up modified shop drawings shall be provided in O&M.

- C. Provide all drawings in ACAD format to the Engineer and Owner.

**END OF SECTION**

## SECTION 16910

### PROGRAMMABLE LOGIC CONTROLLER

#### PART 1 GENERAL

##### 1.01 WORK INCLUDED

- A. The Contractor shall furnish, install, program, and place into service the Programmable Logic Control (PLC) systems. The specifications and drawings depict minimum functional requirements. Provide all hardware for a complete and functional system.
- B. Provide complete I/O system including all racks, power supplies, cables, connectors, terminals, interposing relays, signal conditioners, signal isolators and the like.
- C. All hardware and cables shall be provided. All field debugging and testing shall be provided.
- D. In order to establish sole source responsibility of the Instrumentation and Control (I&C) system, the I&C Supplier shall be responsible for all systems and subsystems provided.
- E. Like items of equipment provided hereunder shall be the end products of one manufacturer in order to achieve standardization for appearance operation and maintenance.
- F. See CONDITIONS OF THE CONTRACT and Division 1, GENERAL REQUIREMENTS, which contain information and requirements that apply to the Work specified herein and are mandatory for this project.

##### 1.02 SUBMITTALS

- A. Submittals for approval shall be provided for any and all materials. No materials shall be used without approval form the Engineer.
- B. Refer to the General Requirements for documentation of Shop Drawings.

1.03           QUALITY ASSURANCE

- A.     All equipment furnished under this specification shall be new and unused, shall be the product of a manufacturer having a successful record of manufacturing and servicing the equipment specified herein for a minimum of five (5) years.

1.04           WARRANTY

- A.     The Contractor shall warrant all equipment for a period of one (1) year from the date of Owner acceptance of the system.

**PART 2       PRODUCTS**

2.01           GENERAL

- A.     The new programmable logic controller, power supply, PLC CPU, I/O cards and all related equipment shall be manufactured by ALLEN BRADLEY.
- B.     The programmable logic controller systems shall be manufactured by ALLEN BRADLEY. All I/O cards and racks shall be manufactured by ALLEN BRADLEY. All labor and materials shall be provided for a complete and functional system. No substitutions.

2.02           RACKS

- A.     Provide racks quantity as may be required. Drawings indicate minimum schematic requirements.

2.03           PLC FAMILY

- A.     Processor
  - 1.     PLC processor family is ALLEN BRADLEY Control Logix.
  - 2.     Provide compatible I/O cards and PLC equipment as indicated.
- B.     I/O Modules
  - 1.     Discrete input module shall be 16 point cards as a minimum with input voltage, 120 vAC, no substitutes.

2. Discrete relay contact output modules shall be 16 point cards as a minimum. Provide slave relays for control of remote equipment as may be required, no substitutes.
3. Analog input modules shall be 4 point, as a minimum, 24 vDC, 4-20 mADC, isolated, no substitutes.
4. Analog output modules shall be 4 point, 24 vDC, 4-20 mADC, isolated, self powered, no substitutes.
5. Provide base rack. Provide along with each rack power supplies sized to handle maximum number of I/O cards per rack.
6. Spare I/O
  - a. Provide spare I/O. Quantity of spare I/O shall be 25% of required I/O.
  - b. New PLC system in new control panel shall be provided with spare I/O cards for discrete and analog inputs, outputs, and spare power supply module.

C. Programming Software

1. No PLC programming software shall be provided.
2. PLC programming and development shall be provided by the Supplier.
3. Two (2) copies (printed and electronic) of all developed files shall be provided to the Owner.

D. Ethernet Communications

1. Provide 100Mbps 4 port Ethernet switch and patch cords as required, Sixnet or equal.

**PART 3 EXECUTION**

3.01 PLC I/O SCHEDULE

- A. Provide an I/O schedule identifying all I/O used and spares.

3.02 PROGRAMMING STRATGIES

- A. PLC and SCADA programming shall be provided by the I&C Supplier.
- B. Refer to other specification sections.

3.03 MISCELLANEOUS SYSTEMS

- A. Provide all I/O and PLC programming as may be required to transmit the signals as indicated by the "I" sheet.
- B. Refer to the Control Strategy specification section for additional requirements and information on the I/O points and control scheme to be programmed into the PLC

3.04 SHOP TESTING

- A. Shop testing shall be provided by the I&C Supplier and witnessed by the Owner and Engineer. Provide 2 weeks notice for shop testing at time agreeable to Owner.
- B. Simulation of station shall be provided.

3.05 START UP MODIFICATIONS

- A. Modifications shall be required during start up per the Owner/Engineers requirements. Provide an additional 8 man hours of time for these changes. These man-hours shall be in addition to time for changes required to integrate the PLC system with other equipment vendors.

**END OF SECTION**

## SECTION 16960

### SCADA SYSTEM

#### PART 1 GENERAL

##### 1.01 INTRODUCTION

- A. Provide expanded development of the Owner's existing Trihedral SCADA software. Contractor shall use his own development key. Provide all software drivers as may be required.
- B. Computer and SCADA system integration shall be provided.
- C. No trihedral upgrades shall be provided.
- D. Provide programming on all Owner computers.
- E. Provide programming and match the Owner's computer screens format and on/off/alarm colors, symbols and status.

##### 1.02 SCOPE

- A. Provide programming, labor, and all documentation for a complete system. The Owner shall be the licensed Owner of all software and developed files.
- B. The computer system shall exchange data from the PLC and provide dynamic screen displays, reports, alarm handling and alarm logging and all human machine interface to the I&C system. Provide configuration of Trihedral software. See also the PLC specification.
- C. Other software and programming functions shall be provided as may be required.

##### 1.03 MANUFACTURER

- A. In order to establish system responsibility, the software modifications shall be provided as part of the I&C system Supplier. CC Controls shall be the I&C Vendor, no equal.

##### 1.04 SUBMITALS

- A. Submittals for approval shall be provided for any and all materials. No materials shall be used without approval from the Engineer.
- B. Refer to the General Requirements for documentation of Shop Drawings and O&M Manuals.

## **PART 2      PRODUCTS**

### **2.01      SCADA SOFTWARE**

- A. All I/O associated with the new systems shall be represented in the SCADA system as well as derived tags. System development shall be consistent with the Owner's existing conventions. See the drawings.
- B. Upgrade other software as may be required for a fully functional system. Provide, install and configure any and all drivers to work with new systems.
- C. Alarm Processing
  - 1. Alarm conditions shall automatically be brought to the operator's attention audibly and visually on the PC. The video terminal shall have reserved section for alarm display and/or a dedicated screen for displaying alarms. The capabilities of the specified software shall be utilized, including color changes, audible and visual annunciations, alarm logging to disk with time and date stamp, alarm acknowledgement written to disk with time and date stamp, alarm report generation upon operator demand shall be provided. Audible and flashing visual annunciation shall remain until acknowledgement by the operator. Non-flashing visual alarm shall remain until alarm clears. Alarms shall be provided with automatic reset.
  - 2. An alarm screen shall be provided to simulate and mimic the operation of the annunciator in the main control panel.
  - 3. An output from the PLC, initiated via SCADA software shall be provided to acknowledge incoming alarms.
- E. Dynamic Screen Displays
  - 1. Color dynamic screen displays shall be provided. All I/O as well as derived values and alarms shall be utilized and displayed on one or more screens. System developer shall use good judgment in developing logically oriented screens depicting the process. Dynamic bar graphs with text shall be used to represent analog values such as canal levels, alarm levels shall represent graphically and with text. Diagrams shall be developed to represent piping, pumps and the like. Consistent conventions shall be used regarding normally open/close states, alarm/normal states, running/non-running states for all equipment with I/O associated with it.
  - 2. Provide man machine interface via keyboard and/or mouse. Operator shall have the ability to control all equipment. Control shall minimally

include start/stop indicated pumps in the automatic mode. Control shall be provided to all equipment.

- A. Provide SCADA base control buttons for each piece of equipment.
  - B. Ammoniator system solenoid HOA switches:
    - (1) Hand
    - (2) Off
    - (3) Auto (in Auto mode PLC turns on/off Solenoid based on operator input)
  - C. Ammonia Monitor, Alarm NH<sub>3</sub> level condition.
  - D. Ammonia Monitor, NH<sub>3</sub> percent levels.
  - E. Ammonia Analyzer instruments measurements.
  - F. Chlorine Analyzer instruments measurements .
  - G. PH and Temperature Analyzer instruments measurements.
  - H. In the event that the ammonia monitor detects high levels of ammonia (alarm condition) the PLC shall close the solenoid valves. Also, in the event that the RO train shuts down the PLC system shall close all ammonia solenoid valves.
  - I. Ammoniator feed rate adjustment via SCADA, and feedback display of position and feed rate.
- 3. Operator shall have the sampling measurements from the analyzer instruments shown in the appropriate units, including being able to read multiple parameters that an instrument may provide (like Free Chlorine, and Total Chlorine).
  - 4. Color print outs of proposed screens shall be submitted for review and approval.
  - 5. The screens of SCADA shall depict the process as indicated by the Drawings.
  - 6. All I/O shall be represented in the SCADA. Refer to the drawings and other specifications including the control strategy specification.

- F. Detailed report generations shall be provided showing useful information for water applications. Report on demand as well as scheduled reports shall be provided. Coordinate with Owner and provide reports per Owner's requirements.
- G. Submit reports for approval.
- H. All the I/O shall be included in the SCADA system.
- I. Data Logging
  - 1. Provide data logging of all analog parameters including but not limited to:
    - a. Sampling Levels
    - b. alarms

## 2.02 HARDWARE

- A. Reuse the Owner's existing SCADA computer hardware.

## **PART 3 EXECUTION**

### 3.01 LICENSING

- A. The Owner shall be the named license holder for all software provided.

### 3.02 PROGRAMMING

- A. Contractor shall program the SCADA software. Refer to other specification section for programming strategies.
- B. Alarms shall be directed to the printer, screen and hard disk.
- C. Review the PLC specification. Provide all SCADA programming in support of the PLC specifications.
- D. All developed files shall be provided and become the property of the Owner, such that the Owner may make further changes without action from the Contractor. In other words, the system shall be complete and editable by others.

### 3.03 START UP, TESTING AND CONTROL POINTS

- A. All I/O interface shall be confirmed by testing.
- B. Provide an additional 8 hours of programming time for modifications and training in the field. This time shall be in addition to start up and testing.

**END OF SECTION**



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/25/2014

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Collinsworth, Alter, Lambert, LLC 23 Eganfuskee Street Suite 102 Jupiter, FL 33477	CONTACT NAME: <b>Lori B. Gleason</b>	
	PHONE (A/C, No, Ext): <b>(561) 776-9001</b>	FAX (A/C, No): <b>(561) 427-6730</b>
E-MAIL ADDRESS: <b>Igleason@callc.com</b>		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : <b>Amerisure Mutual Ins Co</b>		<b>23396</b>
INSURER B : <b>Amerisure Insurance Co</b>		<b>19488</b>
INSURER C : <b>North River Insurance Company</b>		
INSURER D : <b>Travelers Property &amp; Casualty Co. of America</b>		<b>25674</b>
INSURER E :		
INSURER F :		

INSURED  
**Florida Design Contractors, Inc.**  
1326 South Killian Drive West  
Lake Park, FL 33403

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CPP2052271060014	3/1/2014	3/1/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> XCU & Contractual						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Broad Form Prop. Dam						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
B	AUTOMOBILE LIABILITY			CA20523030601	3/1/2014	3/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							PIP Coverage \$ 10,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		5811026175	3/1/2014	3/1/2015	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DED	<input checked="" type="checkbox"/> RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC205227206	3/1/2014	3/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L DISEASE - POLICY LIMIT \$ 1,000,000
D	Rented/Leased Equip.			QT6607132P826TIL14	3/1/2014	3/1/2015	Limit 250,000

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

Re: B 2002.02 - Water Treatment Plant Disinfection System & Instrumentation Improvements

Certificate holder is named as additional Insured including products and completed operations for general liability per CG7048, auto liability, and umbrella liability when required by written contract. General Liability is primary and non contributory when required by written contract. Waiver of subrogation applies to General Liability, Auto, Umbrella, and Workers' Compensation coverages for the additional insureds when required by written contract. Should any of the above described policies be cancelled, notice will be delivered in accordance with the policy provisions.

## CERTIFICATE HOLDER

Mock, Roos & Associates, Inc.  
5720 Corporate Way  
West Palm Beach, FL 33407-2066

## 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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EARLIER NOTICE OF CANCELLATION PROVIDED BY US

Number of Days Notice 30

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation is increased to the number of days shown in the Schedule above.

If this policy is cancelled by us we will send the Named Insured and any party listed in the following schedule notice of cancellation based on the number of days notice shown above.

### SCHEDULE

#### Name of Person or Organization

The Name of Person or Organization is any person or organization holding a certificate of insurance issued for you, provided the certificate:

1. Refers to this policy;
2. States that notice of:
  - a. Cancellation;
  - b. Nonrenewal; or
  - c. Material change reducing or restricting coverage;will be provided to that person or organization;
3. Is in effect at the time of the:
  - a. Cancellation;
  - b. Nonrenewal; or
  - c. Material change reducing or restricting coverage; and
4. Is on file at your agent or broker's office for this policy.

#### Mailing Address

The Mailing Address is the address shown for that person or organization in that certificate of insurance.



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 6/25/2014

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

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<b>PRODUCER</b> Collinsworth, Alter, Lambert, LLC 23 Eganfuskee Street Suite 102 Jupiter, FL 33477	<b>CONTACT NAME:</b> Lori B. Gleason <b>PHONE (A/C No, Ext):</b> (561) 776-9001 <b>FAX (A/C No):</b> (561) 427-6730 <b>E-MAIL ADDRESS:</b> lgleason@callc.com														
<b>INSURED</b>  Florida Design Contractors, Inc. 1326 South Killian Drive West Lake Park, FL 33403	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Amerisure Mutual Ins Co</td> <td style="text-align: center;">23396</td> </tr> <tr> <td>INSURER B: Amerisure Insurance Co</td> <td style="text-align: center;">19488</td> </tr> <tr> <td>INSURER C: North River Insurance Company</td> <td></td> </tr> <tr> <td>INSURER D: Travelers Property &amp; Casualty Co. of America</td> <td style="text-align: center;">25674</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Amerisure Mutual Ins Co	23396	INSURER B: Amerisure Insurance Co	19488	INSURER C: North River Insurance Company		INSURER D: Travelers Property & Casualty Co. of America	25674	INSURER E:		INSURER F:	
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	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
B	<b>AUTOMOBILE LIABILITY</b>			CA20523030601	3/1/2014	3/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
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	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$	<input type="checkbox"/> CLAIMS-MADE					\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			WC205227206	3/1/2014	3/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Rented/Leased Equip.			QT6607132P826TIL14	3/1/2014	3/1/2015	Limit 250,000

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

Re: B 2002.02 - Water Treatment Plant Disinfection System & Instrumentation Improvements  
 Certificate holder is named as additional insured including products and completed operations for general liability per CG7048, auto liability, and umbrella liability when required by written contract. General Liability is primary and non contributory when required by written contract. Waiver of subrogation applies to General Liability, Auto, Umbrella, and Workers' Compensation coverages for the additional insureds when required by written contract. Should any of the above described policies be cancelled, notice will be delivered in accordance with the policy provisions.

<b>CERTIFICATE HOLDER</b>  Lake Worth, City of 7 North Dixie Highway Lake Worth, FL 33406	<b>CANCELLATION</b>  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 
---	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EARLIER NOTICE OF CANCELLATION PROVIDED BY US

Number of Days Notice 30

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation is increased to the number of days shown in the Schedule above.

If this policy is cancelled by us we will send the Named Insured and any party listed in the following schedule notice of cancellation based on the number of days notice shown above.

### SCHEDULE

#### Name of Person or Organization

The Name of Person or Organization is any person or organization holding a certificate of insurance issued for you, provided the certificate:

1. Refers to this policy;
2. States that notice of:
  - a. Cancellation;
  - b. Nonrenewal; or
  - c. Material change reducing or restricting coverage;will be provided to that person or organization;
3. Is in effect at the time of the:
  - a. Cancellation;
  - b. Nonrenewal; or
  - c. Material change reducing or restricting coverage; and
4. Is on file at your agent or broker's office for this policy.

#### Mailing Address

The Mailing Address is the address shown for that person or organization in that certificate of insurance.



COLLINSWORTH ALTER LAMBERT

RISK MANAGEMENT, BONDING & INSURANCE

June 25, 2014

City of Lake Worth  
7 No. Dixie Highway  
Lake Worth, FL 33460

Re: **Florida Design Contractors, Inc.**  
**Ref. No. B2002.02 Water Treatment Plant Disinfection System and**  
**Instrumentation Improvements**  
**BOND NO. 0181753**

Dear Sir or Madam:

This letter will serve as Berkley Insurance Company's authority for City of Lake Worth to date the Performance Bonds, Payment Bonds and the necessary Powers of Attorney for the above captioned.

We acknowledge that this must be handled in this matter, as the necessary forms must be filed with the City of Lake Worth prior to the physical execution of the contract.

Yours truly,

D. Michael Stevens  
Attorney-in-Fact  
Berkley Insurance Company

**MOCK • ROOS**  
ENGINEERS • SURVEYORS • PLANNERS

June 23, 2014  
Revised June 26, 2014

Ms. Monica Shaner, P.E.  
Lake Worth Utilities  
1900 2nd Avenue N.  
Lake Worth, FL 33461

Ref. No. B2002.03  
Subject: Water Treatment Plant Disinfection System and Instrumentation Improvements

Dear Monica:

We are submitting the attached Proposal To Provide *Construction Phase Engineering Services for the Water Treatment Plant Disinfection System and Instrumentation Improvements*. We have revised the attached proposal to reduce the Project Field Representative services from an average of 15 to 10 hours per week, reduce the Electrical Subconsultant portion of the fee from \$8,500 to \$6,500, and reduce the task hours in selected line items all per our discussion. Please review the attached proposal and return one signed copy to our office as our authorization to proceed with the Scope of Services outlined in the proposal.

We will provide the Scope of Services on an hourly basis, plus reimbursable expenses. We anticipate the total fee to provide the Scope of Services will be \$59,900.

If you have any questions please contact me at 683-3113, extension 258. Thank you for using Mock•Roos on this project. We look forward to working with you.

Sincerely,

MOCK, ROOS & ASSOCIATES, INC.



John R. Leemon, P.E.  
Senior Project Manager

JRL:jeh  
Enclosure  
Copies: Bookkeeping

I:\mk\b2002.03\hr01\jih.doc

# **Proposal To Provide Construction Phase Services for Water Treatment Plant Disinfection System and Instrumentation Improvements**

**Services to be provided by:** Mock•Roos

**Services provided to (City):** Lake Worth Utilities

**Proposal Date:** June 23, 2014  
Revised June 26, 2014

## **Proposal Terms**

### **A. Project Description:**

The Lake Worth Water Treatment Plant (WTP) requires additional facilities to achieve and document compliance with “Four-Log Virus Inactivation” requirements. The goals of this project are: 1) to achieve Four-Log Virus Inactivation for the Reverse Osmosis (RO) process in the 24-inch Degassed Permeate Pipeline before discharge into the North Clearwell and 2) to achieve Two-Log Virus Inactivation in the East Clearwell before the lime softened waters flow into the North Clearwell. The lime-softening process receives credit for Two-Log Virus Inactivation through conventional filtration prior to the East Clearwell for a total of Four-Log Virus Inactivation. The lime-softened waters will be blended with the RO process waters in the North Clearwell. The proposed scope of improvements is more specifically described in the construction drawings and technical specifications. Mock•Roos will provide construction phase services as more specifically described under **B. Scope of Services** below.

### **B. Scope of Services:**

The construction phase services budget contained herein includes providing services that run concurrent with the initial construction contract time (six months) including one month for Project wrap-up coordination.

1. Provide Construction Phase Engineering Services for the Project, act as the City’s engineering representative during construction, and advise the City on construction aspects of the project when necessary.
2. Coordinate, schedule and attend a preconstruction meeting with the Contractor, City and Subconsultants, prepare a detailed agenda for the preconstruction meeting, and prepare and distribute meeting minutes.

3. Review and process Contractor submittals and shop drawings for general conformance with the Contract Documents. Review and processing of “or equal” or “substitution” packages, as may be requested by the Contractor or City, can be performed as Additional Services. These services when requested are usually reimbursed by the Contractor.
4. Provide part time Project Field Representative services in accordance with the description of duties contained in the Project Manual. Project Field Representative services are budgeted not to exceed 10 hours per week for the active construction period estimated at 4 months. Observation of the construction progress will be shared with City operational staff at the Water Plant.
5. Provide periodic site visits by the Engineer to observe the progress of the Work.
6. Review and process Contractor submitted applications for progress payment. Recommendations to the City regarding payment will be based on estimated quantities and work to date amounts observed for the requested progress payment period.
7. Assist in resolving Contractor’s technical questions, if any, during the construction period. Provide interpretations of the Drawings, Technical Specifications, and Contract Documents and issue clarifications as needed.
8. Assist in implementing City requested minor changes to the construction project, generally in the form of Work Directive Changes. These minor changes should not require re-design of project elements. Associated construction cost, if any, will be deducted from a general allowance balance on the Project. Preparing major Change Orders for City requested changes or additions may require Additional Services.
9. Attend periodic construction meetings with the Contractor, City, and Subconsultants, to discuss the progress of the Work, review the Contractor’s proposed construction schedules, and discuss other items as may be appropriate.
10. Coordinate the scheduling and attend equipment startup, review startup reports, and provide follow-up coordination as necessary.
11. Perform one “Substantial Completion Walkthrough” with the Contractor, City and Subconsultants.
12. Prepare and distribute a punch-list of remaining work items to be completed following the “Substantial Completion Walkthrough”.
13. Prepare and assist the City in the execution of a Substantial Completion Certificate as appropriate.

14. Perform one "Final Project Walkthrough" with the Contractor, City and Subconsultants once the punch-list is completed. Prepare a list, if necessary, of any punch-list items found to be inadequately addressed and advise the Contractor of the items that remain to be completed before the Project can be accepted by the City.
15. Review Contractor submitted record drawings for conformance with the requirements of the Contract Documents. Provide an electronic copy of the drawing files in AutoCAD "DWG" format and in PDF format.
16. Prepare and submit two completion statements to the Health Department. Coordinate with the Health Department as necessary.
17. Receive contractor submitted Operation and Maintenance Manuals and forward copies to the City.
18. Prepare and assist the City in processing final paperwork for the Project including: a final change order to adjust any quantities or other items in the Project, if necessary; the Contractor's final payment application; and a recommendation for final payment and final acceptance of the Project when appropriate.
19. Provide the services of a structural and electrical subconsultant to review their respective portions of the project.

**C. Additional Services:**

1. Any services not included in the Scope of Services will be considered Additional Services.
2. Any design changes, schedule changes, drawing changes, or other project changes requested by Client will be considered Additional Services.
3. Additional Services can be provided upon Mock•Roos receiving signed authorization from Client.

**D. Fees and Rates:**

1. Mock•Roos will complete these services on an hourly basis at Mock•Roos' hourly rates, plus reimbursable expenses.
2. The total fee to provide the Scope of Services is anticipated to be \$59,900.
3. Mock•Roos will not provide services in excess of the anticipated fee without signed authorization from City.

4. Mock•Roos can provide Additional Services at the Mock•Roos rates in effect at that time, plus reimbursable expenses or for an agreed upon lump sum fee.

**E. Conditions:**

1. All terms become valid upon Mock•Roos receiving one complete copy of this proposal within 90 days of its date.
2. This Proposal is based on the Scope of Services being completed on or before June 30, 2015. If not completed by this date for reasons other than those within the control of Mock•Roos, Mock•Roos may request a change order as provided for in Mock•Roos' contract with the Client (City Contract RFQ 12-13-302).
3. This proposal serves as a supplement to the general agreement between Mock•Roos and Client, Contract RFQ 12-13-302.
4. In case of discrepancies, the terms of this proposal supersede those of previous agreements.

**F. Acceptance and Authorization to Proceed:**

- 1. This proposal is acceptable and Mock•Roos has authorization to proceed with the Scope of Services. This authorization becomes valid upon Mock•Roos receiving one **complete** copy of this form with an original signature below.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**CITY OF LAKE WORTH, FLORIDA**

By: \_\_\_\_\_  
Pam Triolo, Mayor

ATTEST:

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Pamela J. Lopez, City Clerk

By: \_\_\_\_\_  
Christy Goddeau  
City Attorney

\_\_\_\_\_  
Date

**MOCK, ROOS & ASSOCIATES, INC.**

By: \_\_\_\_\_  
Thomas A. Biggs, P.E.  
Executive Vice President  
\_\_\_\_\_  
Date

STATE OF FLORIDA            )  
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of June, 2014, by Thomas A. Biggs, P.E., Executive Vice President of Mock, Roos & Associates, Inc., a Florida corporation, on behalf of the corporation, and who is personally known to me or who as produced the following \_\_\_\_\_ as identification.

Notary Public: \_\_\_\_\_  
Jane E. Hayes  
Print Name: Jane E. Hayes  
My commission expires: 8/15/17



**WTP Disinfection System and Instrumentation Improvements  
for  
City of Lake Worth**

**Estimate of Construction Phase Engineering Fees**

TASK	Project Manager	Project Engr.	Field Rep	CADD Tech	Admin. Assist.	TOTAL
<b>I. Pre-Construction Activities</b>						
Initial Project Coord.	2	2			1	579
Pre-construction Meeting & Minutes	3	6	2	2	2	1,568
Processing Shop Drawings	12	32			2	5,438
Coord. w/Contractor & Client	4	4			1	1,099
<i>Subtotal</i>	21	44	2	2	6	8,684
<b>II. Construction Activities</b>						
Construction Services Admin.	4	12			2	2,038
Field Observation & Supervision	6	12	160		4	16,056
Review Payment Applications	6	12			4	2,456
Resolve Field & Technical Quest.	6	12			2	2,338
Assistance with Minor Changes	2	8			2	1,298
Construction Progress Meetings	8	12			4	2,756
Field Start-up Assistance	8	4				1,640
Substantial Completion Walk-Through & Follow-up Coord.	2	2	2		1	749
Final Completion Observation	1	2	2		1	599
Health Department Release	2	3			2	748
Coord. O&M Manuals	2	4			1	799
Coord. w/Subconsultants	3	4			2	1,008
Coord. w/Contractor & Client	4	8			3	1,657
<i>Subtotal</i>	54	95	164	0	28	34,142
<b>III. Post-Construction Activities</b>						
Resolve Punch List Items	2	4	6		1	1,309
Prepare Final Change Order	2	4			2	858
Process Final Paperwork	4	6			2	1,378
Review AutoCAD Record Drawings	2	4	4	12	1	2,159
Coordination w/Contractor & Client	4	4			2	1,158
<i>Subtotal</i>	14	22	10	12	8	6,862
Total Hours	89	161	176	14	42	49,688
Hourly Rate	150	110	85	85	59	
Total By Category	13,350	17,710	14,960	1,190	2,478	
Total Hourly Cost						49,688
Electrical Subconsultant						6,500
Structural Subconsultant						2,875
Reimbursable Expenses						837
<b>TOTAL BUDGET</b>						<b>\$59,900</b>

Note that the Project Field Representative time is based on an average of 10 hours per week for the active construction period estimated at 4 months.

# C & W engineering

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Electrical Consultants

2775 Vista Parkway, G-6  
West Palm Beach, FL 33411  
(561) 642-5333

June 24, 2014

John Leemon, P.E.  
Mock Roos & Associates, Inc.  
5720 Corporate Way  
West Palm Beach, FL 33467

Subject: Lake Worth Water Treatment Plant, Disinfection System  
Construction Phase Services  
MRA Ref. B2002.02; C&W Ref. 68180.CS R1

Dear John:

I am pleased to submit this revised proposal for your consideration to provide construction phase services for the Lake Worth Disinfection System project. The work will include:

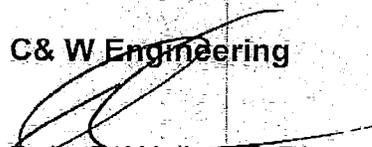
1. Provide coordination including Mock Roos & Associates, the Owner and Contractor.
2. Shop drawing review and approval for instruments, control systems basic electrical materials and the like.
3. Attend 1 progress meetings or provide progress field inspections.
4. Witness start up testing.
5. Provide final inspection and punch list report.
6. Project close out, review of O&M manuals.

Proposed Fee: \$6,500.00 lump sum.

I trust the scope and fee are in keeping with your needs and expectations. Please call with questions or comments.

Very truly yours,

**C&W Engineering**

  
Dale G. Walker, P.E.

DGW/nl

# BRIDGE DESIGN ASSOCIATES, INC.



June 18, 2014

BRIAN C. RHEAULT, P.E.  
*President*

Mock Roos & Associates  
5720 Corporate Way  
West Palm Beach Florida 33407

Attention: John Leemon, P.E.

Dear John:

We understand that Mock Roos has a project at the Lake Worth Water Treatment Plant No. 4 which requires some structural observation services during construction.

Bridge Design Associates, Inc. can provide the requested structural Construction Phase Services for the project.

Our services will include:

1. Shop drawing review
2. Site visits for the slab opening, curb reinforcement, weir box installation and a final site visit for certification are included in our proposal.
3. Engineers Final Certification Letter

Our fee for the listed services is \$2,875.00

Please sign below and return one copy to our office. Upon receipt of an executed agreement we will begin work.

If you have any questions, please give me a call.

Respectfully,

BRIDGE DESIGN ASSOCIATES, INC.

  
Jeffrey Bergmann, P.E., #50159  
Senior Project manager

Accepted by \_\_\_\_\_

Date \_\_\_\_\_

JRB:kedS:\2014-JOBS\14-530  
WTP-06-18-14-CPS.DOCX

LW WTP DISINFECTION SYSTEM01

ADMIN\PROPOSALS\PROPOSAL-LW

Item	Description	Qty	Unit	Florida Design Contractors, Inc. Amount	Florida Design Drilling Corp. Amount	TLC Diversified, Inc. Amount	R2T, Inc. Amount	Cedars Electro- Mechanical, Inc. Amount
<b>A. General</b>								
1.	Mobilization	1	LS	\$37,000.00	\$75,000.00	\$40,500.00	\$11,571.00	\$74,719.00
2.	Bonds and Insurance	1	LS	10,000.00	20,000.00	5,600.00	12,583.62	34,440.00
3.	Permit Fees	1	LS	20,000.00	15,000.00	24,700.00	26,457.15	44,280.00
4.	Video Inspection of Site	1	LS	2,000.00	750.00	1,500.00	1,775.00	3,690.00
5.	Record Drawings	1	LS	2,000.00	1,500.00	4,800.00	7,236.00	13,579.00
6.	General Allowance	1	LS	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00
			<b>Subtotal A</b>	\$111,000.00	\$152,250.00	\$117,100.00 *	\$99,622.77	\$210,708.00
<b>B. Utilities</b>								
1.	Ammonia Gas Feed System	1	LS	\$35,000.00	\$35,000.00	\$31,100.00	\$37,975.00	\$44,902.00
2.	Ammonia Room Flexible Tubing and Valves	1	LS	10,000.00	8,000.00	5,700.00	7,366.00	1,240.00
3.	Ammonia Feed Piping	1	LS	25,000.00	12,000.00	49,300.00	27,280.00	6,199.00
4.	Ammonia Injector	1	LS	2,000.00	2,000.00	2,550.00	5,391.00	4,630.00
5.	Caustic Feed Piping and Valves	1	LS	25,000.00	8,000.00	19,360.00	17,883.00	6,199.00
6.	Caustic Injector	1	LS	2,000.00	1,000.00	2,200.00	2,347.00	4,239.00
7.	Clearwell Baffle Walls	1	LS	100,000.00	95,000.00	90,800.00	123,334.00	89,513.00
8.	East Clearwell Weir Overflow Box	1	LS	20,000.00	7,500.00	21,500.00	18,283.00	26,936.00
9.	East Clearwell Access Hatch at Weir Box	1	LS	5,000.00	7,500.00	6,500.00	13,621.00	15,888.00
10.	24" Clearwell Interconnect Piping	1	LS	15,000.00	23,729.00	34,000.00	38,524.00	44,019.00
11.	24" Butterfly Valve	1	LS	10,000.00	5,000.00	5,200.00	10,562.00	11,842.00
12.	Clean & Disinfect East Clearwell	1	LS	20,000.00	15,000.00	6,900.00	8,215.00	48,066.00
13.	Clean & Disinfect North Clearwell	1	LS	20,000.00	20,000.00	7,900.00	8,215.00	53,527.00
14.	Clean & Disinfect 1.5 MG Ground Storage Tank	1	LS	5,000.00	15,000.00	6,600.00	9,519.00	60,354.00
15.	Concrete Sidewalk & Gravel area	1	LS	5,000.00	5,000.00	3,500.00	7,534.00	7,390.00
16.	Permeate Static Mixer	1	LS	40,000.00	30,000.00	25,400.00	24,635.00	40,510.00
17.	Permeate Pipe Modifications	1	LS	15,000.00	50,000.00	55,200.00	95,885.00	72,977.00
18.	Air Release Valve	1	LS	2,000.00	1,000.00	5,100.00	2,421.00	3,811.00
19.	Sample Lines and Valves	1	LS	5,000.00	1,000.00	25,200.00	22,636.00	26,371.00
20.	Sample Panel Drain Trough & Drain Pipe	1	LS	10,000.00	3,000.00	8,100.00	11,304.00	6,979.00
21.	Water Service for Ammonia Feed Unit	1	LS	5,000.00	1,000.00	9,800.00	4,871.00	2,544.00
22.	Walkway Grating	1	LS	1,000.00	1,000.00	1,000.00	1,439.00	3,085.00
23.	Painting and Misc.	1	LS	20,000.00	35,000.00	23,000.00	16,181.00	7,547.00
			<b>Subtotal B</b>	\$397,000.00	\$381,729.00	\$445,910.00	\$515,421.00	\$588,768.00

Item Description	Qty	Unit	Florida Design Contractors, Inc. Amount	Florida Design Drilling Corp. Amount	TLC Diversified, Inc. Amount	R2T, Inc. Amount	Cedars Electro- Mechanical, Inc. Amount
<b>C. Electrical</b>							
1. Ammoniator Instrumentation & Electrical	1	LS	\$10,000.00	\$6,000.00	\$17,900.00	\$14,407.00	\$25,031.00
2. Sampling Points & Instrumentation Rack	1	LS	130,000.00	6,000.00	146,700.00	147,699.00	184,643.00
3. Disinfection System PLC Control Panel	1	LS	65,000.00	150,000.00	68,600.00	80,236.00	91,128.00
4. SCADA System Programming for Above	1	LS	9,000.00	80,000.00	5,500.00	9,200.00	9,948.00
5. Electrical Conduit & Wire	1	LS	20,000.00	20,000.00	16,700.00	38,160.00	19,680.00
6. Electrical Misc.	1	LS	2,000.00	2,000.00	3,900.00	16,200.00	2,460.00
		<b>Subtotal C</b>	\$236,000.00	\$264,000.00	\$259,300.00	\$305,902.00	\$332,890.00
		<b>Total (A thru C)</b>	\$744,000.00	\$797,979.00	\$822,310.00	\$920,945.77	\$1,132,366.00

\* Denotes error in addition



June 17, 2014

Ms. Monica Shaner, P.E.  
Lake Worth Utilities  
301 College Street  
Lake Worth, FL 33460

Ref. No.: B2002.02  
Subject: Lake Worth WTP Disinfection System and Instrumentation

Dear Monica:

On June 12, 2014 bids were received for the construction work on this project. The bids ranged from \$744,000 to \$1,132,366. Enclosed is a bid tabulation summary for your use in reviewing and comparing the bids. The low bid was received from Florida Design Contractors, Inc. in the amount of \$744,000. The bid was below the Engineer's Opinion of Probable Construction Cost.

Florida Design Contractors, Inc. has completed past projects for the City where Mock•Roos served as Engineer. These projects were completed in a satisfactory manner and the Contractor was a reasonable organization to work with. Based on this past project performance, we did not check additional references. We have discussed the bid with the Contractor and the Contractor has indicated that his bid is complete and that he can complete the project for the bid amount. Based on the above discussions, we recommend award of this Contract to Florida Design Contractors, Inc.

Our recommendation of award is based on review of the bid and the Contractor from an engineering perspective and based on past project performance. We recommend that you seek advice of legal counsel relative to other issues regarding legalities of award of this contract.

We recommend that you include in your budgets a materials testing allowance which will be needed for compaction tests for the pipeline and concrete cylinder tests. I am preparing a Construction Phase Engineering Service Agreement and will forward it shortly.

Construction Contract	\$744,000.00
Materials Testing Allowance	<u>\$2,000.00</u>
Total	\$746,000.00

In addition to the bid tabulation, enclosed is a copy of the low bidders bid submittal. If you have any questions or comments regarding this recommendation or the project, please contact me at 683-3113 extension 258.

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**Mock, Roos & Associates, Inc.**

5720 Corporate Way, West Palm Beach, Florida 33407-2066, (561) 683-3113, fax 478-7248

Ms. Monica Shaner, P.E.  
June 17, 2014  
Page 2

I would be happy to meet with you to discuss this bid and project further.

Sincerely,

MOCK, ROOS & ASSOCIATES, INC.



John R. Leemon, P.E.  
Senior Project Manager

JRL:jeh  
Copies:     Hirut Darge  
              Tim Sloan



## CITY OF LAKE WORTH

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

**AGENDA DATE:** August 19, 2014 Regular Meeting

**DEPARTMENT:** City Clerk's Office

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### EXECUTIVE BRIEF

#### TITLE:

Ratify board members to the various City advisory boards

#### SUMMARY:

This item is to ratify the following appointments / reappointments:

#### **City Tree Board:**

Mayor's reappointment of Jeannie Fernsworth for a term ending on July 31, 2017

#### **Planning and Zoning Board:**

Vice Mayor's reappointment of Mark Humm for a term ending on July 31, 2017

#### **Construction Board of Adjustment and Appeals**

Vice Mayor's reappointment of Mark Szafarin for a term ending on July 31, 2017

#### **Historic Resources Preservation Advisory Board:**

Mayor's appointment of Loretta Sharpe for a term ending on July 31, 2017

Vice Mayor's reappointment of Jimmy Zoellner for a term ending on July 31, 2017

#### **City Recreation Advisory Board:**

Commissioner Szerdi's appointment of Serge Jerome Jr. to fill an unexpired term ending on July 31, 2015

#### **Electric Utility Advisory Board:**

City Commission's reappointment of Caroline Clore for a 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 Mayor Pam Triolo's reappointment Jeannie Fernsworth to the City Tree Advisory Board for a term ending in July 31, 2017; ratify Vice Mayor's Scott Maxwell's reappointment of Mark Humm to the Planning and Zoning Board for a term ending on July 31, 2017, reappointment of Mark Szafarin to the Construction Board of Adjustment and Appeals for a term ending on July 31, 2017, and reappointment of Jimmy Zoellner to the Historic Resources Preservation Board for a term ending on July 31, 2017; ratify the Mayor's appointment of Loretta Sharpe to the Historic Resources Preservation Board for a term ending on July 31, 2017; ratify Commissioner Szerdi's appointment of Serge Jerome, Jr. to the City Recreation Advisory Board to fill an

unexpired term ending on July 31, 2015 and ratify the Commission's reappointment of Caroline Clore to the Electric Utility Advisory Board for a term ending on July 31, 2016.

**ATTACHMENT(S):**

Fiscal Impact Analysis – not applicable  
Board Membership Applications

1. PERSONAL

Name: Mr./Mrs./Ms. (circle one) JEANNIE FERNSWORTH  
(print)

Residence: 1134 19<sup>TH</sup> AVE NORTH

City: LAKE WORTH State: FL ZIP Code: 33460

Proof of residency attached: \_\_\_\_\_

Mailing Address: (if different from residence)

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Home Phone: (561) 424-1499 Business Phone: (\_\_\_\_) \_\_\_\_\_

Cell Phone: (↑) \_\_\_\_\_ Email Address: \_\_\_\_\_

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? YES

How long have you been a resident of Lake Worth? 3 YEARS

List all properties owned and/or business interests in Lake Worth? NONE

What is your occupation? HORTICULTURIST

Employer? \_\_\_\_\_

Business Address: (CRA board only) \_\_\_\_\_

Are you currently serving on any City advisory Board? YES

If so, which board? TREE BOARD

Have you ever served on a City of Lake Worth board? YES

If so, when and which board(s)? THIS PAST YEAR I WAS ON THE

TREE BOARD

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? NO

If yes, please name the board, position, etc. \_\_\_\_\_

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2. EDUCATION

High School: ALBERMARLE HIGH Date of Graduation: 68  
CHARLOTTESVILLE, VA

College: SCHOOL OF Degree: \_\_\_\_\_ Date of Graduation: 72?  
HORTICULTURE - NEW YORK BOTANICAL GARDEN

Resume attached? yes \_\_\_\_\_ no /

3. WORK EXPERIENCE

ADOPT A FAMILY - LW CHARITY

ST PAULS EPISCOPAL IN DELRAY - WORK WITH

MINIATN COMMUNITY

4. INTEREST/ACTIVITIES

FRUIT TREES

5. COMMUNITY INVOLVEMENT

COMMUNITY GARDENS

SOCIAL WELFARE

6. Why do you desire to serve on this board (first preference)

1) I AM INTERESTED IN SERVING THE  
LAKE WORTH COMMUNITY ~~AND~~ 2) I WOULD LIKE TO  
SEE LAKE WORTH REACH ITS FULL POTENTIAL AS A  
GREEN TREE FRIENDLY CITY - 3) I HAVE SKILLS  
TO OFFER THE CITY AND IT IS MY PLEASURE TO DO SO.

6. Why do you desire to serve on this board (second preference)

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6. Why do you desire to serve on this board (third preference)

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## RESIDENTIAL HOUSE LEASE AGREEMENT

This Lease Agreement ("Lease") is made and effective this date 2/18/14 by and between the property owner Audrey Locker, the Rad El Dub Land Trust (Land Trust Collective) and resident JENNIE FERNSWORTH. This Lease creates joint and several liability in the case of multiple Residents.

### 1. PREMISES.

The Land Trust Collective hereby rents to Resident in its present condition the house at following address: 1134 19<sup>th</sup> Avenue North Lake Worth, FL 33460 (the "Knockout").

### 2. TERM.

The term of this Lease shall start on March 1, 2014, and end on August 31, 2014. In the event that Land Trust is unable to provide the House on the exact start date, then Land Trust shall provide the House as soon as possible, and Residents obligation to pay rent shall abate during such period.

### 3. RENT (Housing Payment).

Resident agrees to pay, without demand, to Land Trust Collective the sum of \$1400.00 per month on the first day of each calendar month, deposited at the Palm Beach County Credit Union located at 120 North Federal Suite 105 Lake Worth, FL 33460. If the housing payment is late more than two times, a late fee will be assessed at 10%.

### 4. QUIET ENJOYMENT.

A. The Land Trust Collective agrees that if Resident timely pays the rent and performs the other obligations in this Lease, the Land Trust will not interfere with Residents peaceful use and enjoyment of the House.

B. The Landtrust and it's agents shall have the right at all reasonable times during the term of this Lease and any renewal of this Lease to enter the House for the purpose of inspecting the premises and/or making any repairs to the premises or other item as required under this Lease.

### 5. USE OF PREMISES.

A. Resident understands and agrees that the house and land have a long term goal to be used as an urban farm and sustainability model. To this extent, from time to time the land trust might hold community events (fundraisers, garden parties, work days) at the house or land. This is a community project that will include involvement from the Land Trust and others to improve the site, work on the urban farm and enjoy the property.

B. The existing "radical library" will continue to be housed in the current location at the house. Resident agrees to use the books with care and not remove any from the house.

C. Residents shall have No outside storage except items specific to the urban farm such as pots, tools, mulch, soil and compost bins.

6. UTILITIES.

Resident shall be responsible for arranging and paying for all utility services. The utility bill should be payed directly to the City of Lake Worth Utilities .

7. NUMBER OF OCCUPANTS.

Resident agrees that the House shall be occupied by no more than 5 persons, including no more than 4 under the age of eighteen (18) years, without the prior written consent of Landlord.

8. ASSIGNMENT AND SUBLETTING.

Resident shall not assign this Lease, or sublet or grant any concession or license to use the House or any part of the House without Landlord's prior written consent. Any assignment or subletting without landlord's prior written consent shall be void.

9. ALTERATIONS AND IMPROVEMENTS.

A. Resident has examined the House, including the grounds and understands the house is a working project that will require repairs from time to time.

B. Resident shall make no alterations to the House or construct any building or make other improvements without the prior written consent of Land Trust Collective. Residents agree that any repairs that are needed will be communicated to the Land Trust Collective immediately via email and/or phone message 561-907-2329 or [sendmangos@gmail.com](mailto:sendmangos@gmail.com). Residents agree they will not pay for any repairs without written permission from the Land Trust Collective.

C. Resident shall not cut down or significantly trim any trees on the property.

D. Resident agrees that no signs shall be placed or painting done on or about the House by Tenant without the prior written consent of Landlord.

13. SURRENDER OF PREMISES.

At the expiration of the Lease, the Resident shall quit and surrender the House in as good a condition as it was at the commencement of this Lease, reasonable wear and tear and damages by the elements excepted.

14. ABANDONMENT.

If at any time during the term of this Lease, the Resident(s) abandons the House or any of Residents personal property in or about the House, the Land Trust shall have the following rights: the Land Trust may, at their option, enter the House and may relet the House, for the whole or any part of the then unexpired term. The Land Trust may also dispose of any of Resident's abandoned personal property as the Land Trust deems appropriate, without liability to the Resident.

15. SECURITY and INSURANCE.

A. Tenant acknowledges that Landlord does not provide a security alarm system or any security for the House. Tenant hereby releases Landlord from any loss, suit, claim, charge, damage or injury resulting from lack of security or failure of security.

B. Tenant acknowledges that Landlord will not provide insurance coverage for Tenant's property, nor shall Landlord be responsible for any loss of Tenant's property, whether by theft, fire, acts of God, or otherwise.

16. SEVERABILITY.

If any part or parts of this Lease shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect.

17. BINDING EFFECT.

The covenants and conditions contained in the Lease shall apply to and bind the heirs, legal representatives, and permitted assigns of the parties.

18. GOVERNING LAW.

It is agreed that this Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

19. ENTIRE AGREEMENT.

This Lease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease is hereby superseded. This Lease may be modified only by a writing signed by both Landlord and Tenant.

20. NOTICES.

Any notice required or otherwise given pursuant to this Lease shall be in writing; hand delivered, mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, if to Tenant, at the House and if to Landlord, at the address for payment of rent.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed the day and year first above written.

[Signature]





Gary R. Nikolits, CFA  
**Property Appraiser**  
 Palm Beach County

Homestead Exemption



Location Address 1134 19TH AVE N  
 Municipality LAKE WORTH  
 Parcel Control Number 38-43-44-16-38-003-0000  
 Subdivision VISTA CROSSINGS  
 Official Records Book 24660 Page 1797  
 Sale Date JUL-2011  
 Legal Description VISTA CROSSINGS PAR C

<b>Owners</b> LOCKER AUDREY	<b>Mailing address</b> 1134 19TH AVE N LAKE WORTH FL 33460 6044
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Sales Date	Price	OR Book/Page	Sale Type	Owner
JUL-2011	\$61,000	24660 / 1797	WARRANTY DEED	LOCKER AUDREY
FEB-2011	\$55,100	24355 / 1384	CERT OF TITLE	FEDERAL NATL MRTG ASSN

Exemption Applicant/Owner	Year	Detail
LOCKER AUDREY	2014	

Number of Units 2 \*Total Square Feet 2134 Acres 0.2772  
 Use Code 0800 - MULTIFAMILY < 10 UNITS Zoning -

Tax Year	2013	2012	2011
Improvement Value	\$79,575	\$64,985	\$58,318
Land Value	\$21,611	\$14,407	\$32,016
Total Market Value	\$101,186	\$79,392	\$90,334

All values are as of January 1st each year

Tax Year	2013	2012	2011
Assessed Value	\$80,742	\$79,392	\$80,906
Exemption Amount	\$50,000	\$50,000	\$0
Taxable Value	\$30,742	\$29,392	\$80,906

Tax Year	2013	2012	2011
Ad Valorem	\$920	\$901	\$2,057
Non Ad Valorem	\$495	\$495	\$495
Total tax	\$1,415	\$1,396	\$2,552

6/20/14 5PM (TEAM EXPIRING 2017)



APPLICANT'S NAME: Mark Hamm  
(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 Police Retirement System \*
- Board of Trustees Firefighters' Pension Trust Fund \*
- Board of Trustees Firefighters' Pension Trust Fund – Division II \*
- 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 \* \*\*
- 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) Mark Hamm  
(print)

Residence: 708 N H St

City: Lake Worth State: FL ZIP Code: 33460

Proof of residency attached: \_\_\_\_\_

Mailing Address: (if different from residence)

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Home Phone: (661) 351-3057 Business Phone: (\_\_\_\_) \_\_\_\_\_

Cell Phone: (561) 351-3057 Email Address: MARKHAMM@upho.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? yes

How long have you been a resident of Lake Worth? 5 years

List all properties owned and/or business interests in Lake Worth? None

What is your occupation? Sales

Employer? First Impression Doors & More

Business Address: (CRA board only) \_\_\_\_\_

Are you currently serving on any City advisory Board? yes

If so, which board? Planning & Zoning

Have you ever served on a City of Lake Worth board? yes

If so, when and which board(s)? Planning & Zoning

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? NO

If yes, please name the board, position, etc. \_\_\_\_\_

**2. EDUCATION**

High School: Chautauque High School Date of Graduation: 1974

College: \_\_\_\_\_ Degree: \_\_\_\_\_ Date of Graduation: \_\_\_\_\_

Resume attached? yes \_\_\_\_\_ no X

**3. WORK EXPERIENCE**

Building materials sales.

**4. INTEREST/ACTIVITIES**

Reading, internet, gardening

**5. COMMUNITY INVOLVEMENT**

President of Tropical Ridge Neighborhood Assn.  
active at most city functions

6. Why do you desire to serve on this board (first preference)

I've been on it for the past year  
and have enjoyed it.  
Now it is more involvement and  
things are starting to happen

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.*

  
Signature

PLEASE INITIAL   
6/9/14  
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](http://www.lakeworth.org) then select Residents/Volunteer and select the Volunteer Advisory Board application. If you need additional information, please contact the Volunteer Coordinator at [sdonaldson@lakeworth.org](mailto:sdonaldson@lakeworth.org) or by calling 561-586-1730.

EMAIL APPLICATION TO: [sdonaldson@lakeworth.org](mailto:sdonaldson@lakeworth.org) (preferred method)

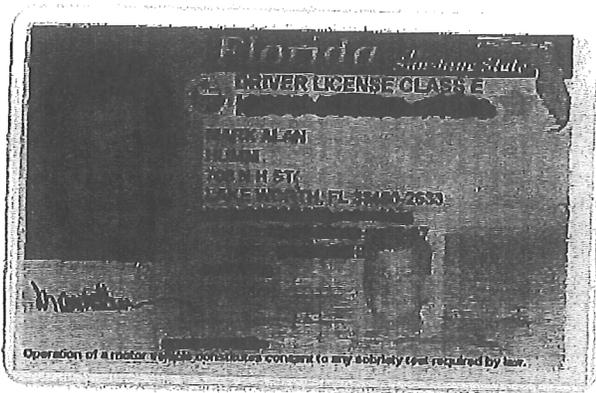
or

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.



6/26 4:30PM (TEAM EXPIRING) 2017



APPLICANT'S NAME: Mark Szafaryn  
(Print name)

**VOLUNTEER ADVISORY BOARD APPLICATION**

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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.

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- Board of Trustees Employees' Retirement System \*
- Board of Trustees Police Retirement System \*
- Board of Trustees Firefighters' Pension Trust Fund \*
- Board of Trustees Firefighters' Pension Trust Fund - Division II \*
- 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 \* \*\*
- 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**

*This is mailing address*

1. PERSONAL

Name: Mr./Mrs./Ms. (circle one) Mr Mark Szafaryn

Residence: 1103 South N St / 1220 S. PALMWAY (print)

City: Lake Worth State: FL ZIP Code: 33460

Proof of residency attached: Fla DL

Mailing Address: (if different from residence)

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Home Phone: (\_\_\_\_) \_\_\_\_\_ Business Phone: (~~888~~) 561-586-7063

Cell Phone: (\_\_\_\_) \_\_\_\_\_ Email Address: GSZAFARYN@BELL SOUTH.NET

Are you a citizen of the United States? Y

Are you a registered Palm Beach County voter? Y

Are you a registered Lake Worth voter? Y

How long have you been a resident of Lake Worth? 35 yrs

List all properties owned and/or business interests in Lake Worth? MHS Construction Assoc. Inc.

Igots, Dave's Last Resort/ Properties: 1102 s m, 1103 s N, 1105 S n, 1102 s N, 1220 S palm way

What is your occupation? General Contractor

Employer? self

Business Address: (CRA board only) \_\_\_\_\_

Are you currently serving on any City advisory Board? Y lake worth

If so, which board? Construction Board

Have you ever served on a City of Lake Worth board? Y

If so, when and which board(s)? Construction Board

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? N

If yes, please name the board, position, etc. \_\_\_\_\_

2. EDUCATION  
High School: Moon HS Date of Graduation: 1973  
College: Adrian MI Degree: Assoc Date of Graduation: NA  
Resume attached? yes Y no \_\_\_\_\_

3. WORK EXPERIENCE

40 years of construction industry work

- See Attached Resume -

4. INTEREST/ACTIVITIES

boating, skiing, mechanics

5. COMMUNITY INVOLVEMENT

Our businesses have several charity events each year raising over  
\$ 100,000

6. Why do you desire to serve on this board (first preference)

I have been a member since 2000

I care about the development of this city

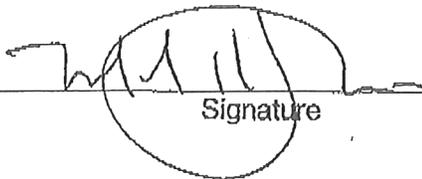
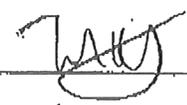
My experience is value to the board

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.

 Signature  
PLEASE INITIAL   
6-4-2014 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](http://www.lakeworth.org) then select Residents/Volunteer and select the Volunteer Advisory Board application. If you need additional information, please contact the Volunteer Coordinator at [sdonaldson@lakeworth.org](mailto:sdonaldson@lakeworth.org) or by calling 561-586-1730.

EMAIL APPLICATION TO: [sdonaldson@lakeworth.org](mailto:sdonaldson@lakeworth.org) (preferred method)

or

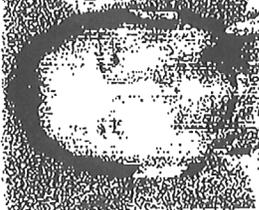
FAX APPLICATION TO: Volunteer Coordinator (561) 586-1750

or

RETURN APPLICATION TO: Volunteer Coordinator  
Lake Worth City Hall  
7 North Dixie Highway  
Lake Worth, FL 33460

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**Florida** *The Sunshine State*  
**DRIVER LICENSE CLASS C**



MARK HENRY  
SZAFARYN  
1720 S PALM WAY  
LAKE WORTH, FL 33460-5606

SEX: M HT: 5'11" WT: 175 HAIR: BRN EYES: BRN

HAIR: BRN EYES: BRN

HAIR: BRN EYES: BRN

OPERATION OF A MOTOR VEHICLE CONSTITUTES CONSENT TO ANY SOBRIETY TEST REQUIRED BY THE  
MOTORCYCLE CLASS C

MA 11

6/19 4:30 PM (TERM ~~2017~~ EXPIRING 2017)

WILLIAMSON



APPLICANT'S NAME: Jimmy Zoellner  
(Print name)

**VOLUNTEER ADVISORY BOARD APPLICATION**

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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 Police Retirement System \*
- Board of Trustees Firefighters' Pension Trust Fund \*
- Board of Trustees Firefighters' Pension Trust Fund – Division II \*
- 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 \* \*\*
- 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)) JIMMY ZOELLNER  
(print)

Residence: 731 NK STREET

City: LAKE WORTH State: FL ZIP Code: 33460

Proof of residency attached: UTILITY BILL

Mailing Address: (if different from residence) (SAME)

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Home Phone: (\_\_\_\_) \_\_\_\_\_ Business Phone: (561) 533-9699

Cell Phone: (585) 748-2308 Email Address: JIMMYZOELLNER@HOTMAIL.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? YES

How long have you been a resident of Lake Worth? 5 YEARS

List all properties owned and/or business interests in Lake Worth? 1  
731 NK ST - LAKE WORTH 33460

What is your occupation? DIRECTOR OF DEVELOPMENT

Employer? COMPASS

Business Address: (CRA board only) \_\_\_\_\_

Are you currently serving on any City advisory Board? YES

If so, which board? HRPB

Have you ever served on a City of Lake Worth board? \_\_\_\_\_

If so, when and which board(s)? \_\_\_\_\_

\_\_\_\_\_

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? NO

If yes, please name the board, position, etc. \_\_\_\_\_

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2. **EDUCATION**

High School: BALDWIN HS - NY Date of Graduation: 1980

College: MCC Degree: AAS Date of Graduation: 1996

Resume attached? yes \_\_\_\_\_ no

3. **WORK EXPERIENCE**

- DIRECTOR OF DEVELOPMENT @ COMPASS

- MANAGER/BUYER - SWIMMING POOL + PATIO FURNITURE

RETAIL STORE - BUILDING + CONSTRUCTION AS WELL

- PLUMBING + CONSTRUCTION - TOWN OF HEMPSTEAD, NY

4. **INTEREST/ACTIVITIES**

- BEACH - WOODWORKING

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5. **COMMUNITY INVOLVEMENT**

- COMPASS OUTREACH EVENTS

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6. Why do you desire to serve on this board (first preference)

I HAVE SERVED ON HRPB FOR LAST  
2 YEARS AND HAVE REALLY ENJOYED IT.

6. Why do you desire to serve on this board (second preference)

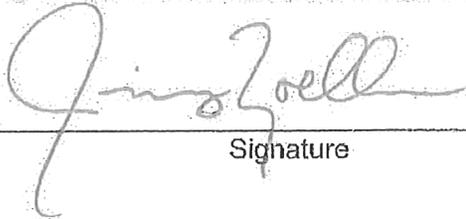
CRA

6. Why do you desire to serve on this board (third preference)

NONE

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.

  
\_\_\_\_\_  
Signature

PLEASE INITIAL 93  
6/6/2014  
\_\_\_\_\_  
Date

**THIS APPLICATION IS VALID FOR ONLY ONE (1) YEAR FROM THE DATE SIGNED ABOVE.**

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# [REDACTED]

Account Number	[REDACTED]
Billing Date	06/17/14
Total Amount Due	[REDACTED]
Payment Due by	06/17/14

Page 1 of 2

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### JIMMY ZOELLNER

For service at:  
731 N K ST  
LAKE WORTH FL 33460-2626

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#### Monthly Statement Summary

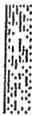
Previous Balance	[REDACTED]
Payment - 05/16/14 - thank you	[REDACTED]
New Charges - see below	[REDACTED]
<b>Total Amount Due</b>	[REDACTED]
Payment Due by	06/17/14

#### New Charges Summary

<input type="checkbox"/> [REDACTED]	[REDACTED]
<input type="checkbox"/> [REDACTED]	[REDACTED]
Other Charges & Credits	[REDACTED]
Taxes, Surcharges & Fees	[REDACTED]
<b>Total New Charges</b>	[REDACTED]

020566 1/1

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6565 NOVA DRIVE  
DAVIE FL 33317-7423

AV 01 020566 35094B 64 A\*\*5DGT  
  
 JIMMY ZOELLNER  
 731 N K ST  
 LAKE WORTH FL 33460-2626

Account Number [REDACTED]  
 Payment Due by 06/17/14

Total Amount Due [REDACTED]

Amount Enclosed \$ \_\_\_\_\_

Make checks payable to Comcast

COMCAST  
 PO BOX 105184  
 ATLANTA GA 30348-5184

01641 228244 03 5 7 0008710 37

16



APPLICANT'S NAME: Caroline Clore  
(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.

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- Board of Trustees Employees' Retirement System \*
- Board of Trustees Police Retirement System \*
- Board of Trustees Firefighters' Pension Trust Fund \*
- Board of Trustees Firefighters' Pension Trust Fund – Division II \*
- 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 \* \*\*
- 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) Caroline B Clore  
(print)

Residence: 6570 High Ridge Rd

City: Lantana State: FL ZIP Code: 33462

Proof of residency attached: \_\_\_\_\_

Mailing Address: (if different from residence)

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Home Phone: (561) 586-4042 Business Phone: (561) 588-6533

Cell Phone: (561) 801-2304 Email Address: cbc6570@yahoo.com

Are you a citizen of the United States? yes

Are you a registered Palm Beach County voter? \_\_\_\_\_

Are you a registered Lake Worth voter? no

How long have you been a resident of Lake Worth? n/a

List all properties owned and/or business interests in Lake Worth? I have been a business owner for 14.5 years in Lake Worth

What is your occupation? Owner

Employer? Paws on the Avenue

Business Address: (CRA board only) \_\_\_\_\_

Are you currently serving on any City advisory Board? Yes

If so, which board? UAB

Have you ever served on a City of Lake Worth board? yes

If so, when and which board(s)? UAB

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? no

If yes, please name the board, position, etc. \_\_\_\_\_

---

2. **EDUCATION** High School: Central City High School Date of Graduation: 1977  
College: Rhodes College Degree: B.A. Date of Graduation: 1981  
Resume attached? yes \_\_\_\_\_ no X

3. **WORK EXPERIENCE**

Middle Management in Sales/Marketing for 17 years with  
Playtex, Johnson & Johnson, Gillette, Fisons Pharmaceutical and Sara Lee.  
Opened Paws on the Avenue in 1999 as a start-up and it continues today  
in Lake Worth.

4. **INTEREST/ACTIVITIES**

animal rescue, kayaking, hiking, bicycling and snorkeling

5. **COMMUNITY INVOLVEMENT**

Past Executive V.P. of Lake Worth Chamber, DCA board,  
Evening on the Avenues co-chair

**6. Why do you desire to serve on this board (first preference)**

It is my desire to continue serving on the UAB board to ensure continuity and to represent the best interests of the business community. We are at a critical juncture of determining the plan for each of the 3 alternative paths the city can take to provide long term electrical service to Lake Worth.

**6. Why do you desire to serve on this board (second preference)**

It is my opinion that our board works well together and to make changes to the board at this juncture could disrupt our progress.

**6. Why do you desire to serve on this board (third preference)**

As a long-term business owner in Lake Worth I want to ensure I have done my part to help Lake Worth prosper and help to keep our electric costs competitive.

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.*

Digitally signed by Caroline Clore  
DN: cn=Caroline Clore, o=Paws on the Avenue, ou, email=cbc6570@yahoo.com, c=US  
Date: 2014.06.02 15:32:39 -04'00'

Signature

PLEASE INITIAL cbc

06-02-14

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](http://www.lakeworth.org) then select Residents/Volunteer and select the Volunteer Advisory Board application. If you need additional information, please contact the Volunteer Coordinator at [sdonaldson@lakeworth.org](mailto:sdonaldson@lakeworth.org) or by calling 561-586-1730.

EMAIL APPLICATION TO: [sdonaldson@lakeworth.org](mailto: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

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**Florida** *The Sunshine State*  
**DRIVER LICENSE CLASS E**

CAROLINE BRYANT  
GLORE  
6570 HIGH RIDGE RD  
LANTANA, FL 33462-4016

ISSUED: [REDACTED]  
EXPIRES: [REDACTED]  
ENDORSE: [REDACTED]

*Caroline Bryant*

Operation of a motor vehicle constitutes consent to any sobriety test required by law.



APPLICANT'S NAME: Horetta SHARPE  
(Print name)

**VOLUNTEER ADVISORY BOARD APPLICATION**

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- Board of Trustees Employees' Retirement System \*
- Board of Trustees Firefighters' Pension Trust Fund \*
- Board of Trustees Firefighters' Pension Trust Fund-Division 2 \*
- Board of Trustees Police Retirement System \*
- Board of Trustees Police Pension Trust Fund-Division 2\*
- City Recreation Advisory Board
- City Tree Board
- Community Redevelopment Agency \*
- Community Relations Board
- Construction Board of Adjustments and Appeals \*\*
- 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) Mrs. ROBERTA SHARPE  
(print)

Residence: 1311 So. Palmway

City: LAKE WORTH State: FL ZIP Code: 33460

Proof of residency attached: Divid license

Mailing Address: (if different from residence)

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Home Phone: (561) 5850716 Business Phone: (\_\_\_\_) \_\_\_\_\_

Cell Phone: (561) 8186277 Email Address: IRDLTD@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? Yes

How long have you been a resident of Lake Worth? 25 1/2

List all properties owned and/or business interests in Lake Worth? \_\_\_\_\_

1311 So. Palmway, LAKE WORTH, FL 33460

What is your occupation? Real Estate Broker

Employer? WIS'S Bay Realty & Investments

Business Address: (CRA board only) \_\_\_\_\_

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)? Planning & Zoning & Historic Pres.  
Served for 6 years ending Dec. 2002

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? No

If yes, please name the board, position, etc. N/A

2. EDUCATION

High School: Hobbs High School Date of Graduation: 1957

College: UNW of South Florida Degree: BA Date of Graduation: 1972

Resume attached? yes  no

3. WORK EXPERIENCE

Florida Experience 35+ years in Real Estate,  
listing, marketing, selling Real Estate both  
Residential & Commercial.

From Licensed Salesperson, to Broker.

4. INTEREST/ACTIVITIES

Going To meetings, Volunteering, Reading  
and listening

5. COMMUNITY INVOLVEMENT

Neighborhood Association and  
Volunteering when ever I can.

6. Why do you desire to serve on this board (first preference)

Was on the PZHR Board that  
set up the Historical District in Lake Umbagog.  
Coming from Portland, Maine where Historic  
Buildings date from the 1600's preserving  
what here is vital.

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.**

  
Signature

PLEASE INITIAL LSL

7/21/2014  
Date

**THIS APPLICATION IS VALID FOR ONLY ONE (1) YEAR FROM THE DATE SIGNED ABOVE.**

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or

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or

RETURN APPLICATION TO: Volunteer Coordinator  
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7 North Dixie Highway  
Lake Worth, FL 33460

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**Florida** *the sunshine state*  
**DRIVER LICENSE CLASS E**



LORETTA E SHARPE  
1311 S PALM WAY  
LAKE WORTH, FL 33460-5607

DOB: [REDACTED] SEX: [REDACTED] HGT: [REDACTED]

ISSUED: [REDACTED]  
EXPIRES: [REDACTED]  
REST: [REDACTED]  
ENDORSE: [REDACTED]

*Loretta E Sharpe*

[REDACTED] **SAFE DRIVER**  
Operation of a motor vehicle constitutes consent to any sobriety test required by law.



APPLICANT'S NAME: Serge Jerome Jr.  
(Print name)

**VOLUNTEER ADVISORY BOARD APPLICATION**

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- Board of Trustees Employees' and Police Retirement System \*
- Board of Trustees Firefighters' Pension Trust Fund \*
- 3  City Recreation Advisory Board
- City Tree Board
- 1  Community Redevelopment Agency \*
- Construction Board of Adjustments and Appeals \*\*
- 2  Electric Utility Advisory Board
- Finance Advisory Board
- Historic Resources Preservation Board \*\*
- Library Board
- Planning & Zoning Board (also serves as Board of Signs Appeals) \*\*
- 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) Mr. Serge Jerome Jr.  
(print)

Residence: 1520 Lake Ave., Unit 1A

City: Lake Worth State: FL ZIP Code: 33460

Proof of residency attached: \_\_\_\_\_

Mailing Address: (if different from residence)

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Home Phone: (\_\_\_\_) \_\_\_\_\_ Business Phone: (\_\_\_\_) \_\_\_\_\_

Cell Phone: (561) 603-6793 Email Address: Sjerome007@hotmail.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? Yes

How long have you been a resident of Lake Worth? 26 months

List all properties owned and/or business interests in Lake Worth? \_\_\_\_\_

What is your occupation? Pastor

Employer? Salem Community Church

Business Address: (CRA board only) \_\_\_\_\_

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? No

If so, when and which board(s)? N/A

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? No

If yes, please name the board, position, etc. N/A

**2. EDUCATION**

High School: Wellington Community High School Date of Graduation: Aug. 2002

College: Oral Roberts Univ Degree: Bachelors Date of Graduation: Aug. 2006

Resume attached? yes  no

**3. WORK EXPERIENCE**

2012 - Present Pastor - Salem Community Church of God

2011 - Present CASE MANAGER - The Lewis Law Firm

2008 - 2012 Foreclosure Consultant - The Creative Solutions Services LLC

2007 - 2008 Loan Resolution Consultant - Owen Loan Servicing

**4. INTEREST/ACTIVITIES**

Church, Sports, Law, Real Estate, Traveling

**5. COMMUNITY INVOLVEMENT**

Salem Community Church - 2000 - Present Tutoring, Afterschool program,

Young Emperors Society (Salt of the Earth) - 2012 - Present - Mentoring

6. Why do you desire to serve on this board (first preference)

I have watched the City of Lake Worth change over the past 20 years and believe it is my duty as a citizen to get involved and help the city improve. The CRA board is the perfect opportunity for me to improve the parts of the city that impact it the most

6. Why do you desire to serve on this board (second preference)

I think that proper customer input is essential to every city service. As a member of the Electric Utility Board I will make sure that the voice of the citizens are heard.

6. Why do you desire to serve on this board (third preference)

The children are the future of every community and in the case of Lake Worth they also play an important part in our present also. As a member of the Recreation Board I will ensure a great recreational experience for all our children and their families

I understand the responsibilities associated with being a board/committee member, and I have adequate time to serve if appointed.

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 Signature \_\_\_\_\_

PLEASE INITIAL J \_\_\_\_\_

04/01/2014 \_\_\_\_\_  
Date

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**Florida** *The Sunshine State*  
DRIVER LICENSE CLASS



SERGE  
JEROME  
1520 LAKE AVE UNIT 1A  
LAKE WORTH, FL 33460-3655  
DOB: [REDACTED] SEX: [REDACTED]  
ISSUED: [REDACTED]  
EXPIRES: [REDACTED]  
REST: [REDACTED]  
ENDORSE: [REDACTED]



Operation of a motor vehicle constitutes consent to any sobriety test required by law.



## CITY OF LAKE WORTH

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

**AGENDA DATE:** August 19, 2014, Regular Meeting

**DEPARTMENT:** Finance

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### **EXECUTIVE BRIEF**

#### **TITLE:**

Agreement with Keefe McCullough for audit services for the Fiscal Years 2014-2016 with optional two year renewal

#### **SUMMARY:**

The Agreement authorizes Keefe McCullough to provide auditing services for a price not to exceed:

- \$82,500 for Fiscal Year 2014
- \$84,500 for Fiscal Year 2015
- \$86,500 for Fiscal Year 2016
- \$88,500 for Fiscal Year 2017
- \$90,500 for Fiscal Year 2018

#### **BACKGROUND AND JUSTIFICATION:**

The City's contract for financial auditing services with TCBA Watson Rice LLP expired at the conclusion of the Fiscal Year 2012-2013 annual financial audit. The City issued a request for proposals for financial audit services and received seven proposals. These proposals were evaluated based on technical qualifications, audit approach and fees. The proposals received were reviewed and three firms short-listed. The firms short listed were (alphabetically) BCA Watson Rice LLC, Cherry Bekaert LLP and Keefe McCullough. These firms made their presentations to the staff Audit Committee on July 22, 2014. After the presentations concluded the staff Audit Committee discussed the presentations and ranked the firms. Keefe McCullough received the top ranking. Negotiations by City staff proceeded with the top-ranked firm.

#### **MOTION:**

I move to approve/disapprove an Agreement with Keefe McCullough for auditing services for: 1) an initial three year agreement with fixed fees of \$82,500 for Fiscal Year 2014, \$84,500 for Fiscal Year 2015 and \$86,500 for Fiscal Year 2016; and 2) upon mutual agreement of both parties, optional renewal of two additional one year terms. Option Year One at a fixed fee of \$88,500 and Option Year Two at a fixed fee of \$90,500.

#### **ATTACHMENT(S):**

- 1) Fiscal Impact Analysis
- 2) Keefe McCullough Contract

**FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Personal Services	0	0	0	0	0
Operating Expenditures	\$82,500	\$84,500	\$86,500	\$88,500	\$90,500
Capital Expenditures	0	0	0	0	0
Net Fiscal Impact	0	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:

<b>Finance Dept</b>		<b>Vendor - Keefe McCullough Audit Services</b>				
<b>Account Number (s)</b>	<b>Account Description</b>	<b>Project #</b>	<b>FY 2015 Budget</b>	<b>Available Balance</b>	<b>Agenda Expenses</b>	<b>Remaining Balance</b>
001-1220-513.32-00	Accounting & Auditing Services	N/A	45,000	45,000	\$ (37,250)	7,750
401-6010-531.32-00	Accounting & Auditing Services	N/A	24,000	24,000	\$ (18,625)	5,375
402-7010-533.32-00	Accounting & Auditing Services	N/A	30,000	30,000	\$ (18,625)	11,375
405-7421-535.34-50	Contractual Services	N/A	25,000	25,000	\$ (8,000)	17,000

C. Finance Fiscal Review: - Corinne Elliott-

**AGREEMENT**  
**FOR ANNUAL INDEPENDENT AUDITING SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_\_ day of August, 2014, by and between the CITY OF LAKE WORTH, a Florida municipal corporation (the “City”), and Keefe McCullough, a Florida Limited Liability Partnership (“Auditor”).

WHEREAS, the City is in need of annual independent auditing services for Fiscal Years 2014, 2015 and 2016 and beyond; and,

WHEREAS, the City issued a Request for Proposals (RFP No. 13-14-205) (the “RFP”) for said auditing services; and,

WHEREAS, the Auditor submitted a proposal in response to the RFP; and,

WHEREAS, the City’s Audit Committee reviewed the proposals received and recommend a City contract be awarded to the Auditor; and,

WHEREAS, the City Commission concurs with the recommendation of the Audit Committee and desires to enter into this Agreement with the Auditor; and,

WHEREAS, this Agreement sets forth the terms and conditions of the Auditor’s services to the City; and,

WHEREAS, the City finds entering into this Agreement with the Auditor serves a valid public purpose.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

**1.0 PURPOSE/AUTHORIZATION**

1.1 The purpose of this Agreement is to provide for the City’s retention of Auditor to perform all Auditing Services for the City as described in Section 2 below.

**2.0 SCOPE OF SERVICES**

Auditor shall provide the following Auditing Services to the City:

**2.1 Scope of Work to be Performed**

- a. The City desires Auditor to express an opinion on the fair presentation of its basic financial statements in conformity with accounting principles generally accepted in the United States of America and the financial reporting requirement of Governmental Accounting Standards Board Statement No. 34, “Basic Financial Statements – and Management’s Discussion and Analysis for State and Local Governments.”

- b. Auditor is not required to audit the combining and individual fund and account group financial statements and supporting schedules. However, Auditor is required to provide an "in-relation-to" report on the combining and individual fund financial statements and supporting schedules based on the auditing procedures applied during the audit of the basic financial statements. Auditor is not required to audit the statistical section of the report.
- c. Auditor shall also be responsible for performing certain limited procedures involving required Management's Discussion and Analysis and the required supplementary information required by the Governmental Accounting Standards Board (GASB) as mandated by generally accepted auditing standards.
- d. Auditor is not required to audit the schedule of federal and state financial assistance. However, Auditor is to provide an "in-relation-to" report on the supplemental information as well, based on the auditing procedures applied during the audit of the financial statements.
- e. Auditor shall provide all opinions required by the Auditor General and State, federal, and local grantors associated with the annual financial report and as necessary for grant compliance.
- f. Auditor is not required to audit the Pension Funds; these are audited by a third party and audited financials will be provided.
- g. Auditor shall provide a separate annual financial report on the operational cost related to the Subregional Transmission Facilities (together with a report as to compliance with the Interlocal wastewater Service and Wastewater Facilities Cost sharing agreement dated March 27<sup>th</sup>, 2013).
- h. Auditor may be requested to perform other auditing services at the discretion of the City. Any such additional work agreed to between the City and the firm shall be performed only upon a written agreement.

## **2.2 Auditing Standards to be Followed**

The audit shall be performed in accordance with auditing standards generally accepted in the United States as set forth by the AICPA and government auditing standards generally accepted in the United States as promulgated by the Government Accountability Office ("GAO") and the Rules of the Auditor General of the State of Florida, the standards for financial audits as provided below:

- a. Auditing Standards Generally Accepted in the United States as set forth by the AICPA;

- b. The standards for financial audits set forth in the U.S. Government Accountability Office's *Government Auditing Standards*;
- c. The provisions of the Federal Single Audit Act of 1984 (as amended);
- d. The Florida Single Audit Act;
- e. The provisions of U.S. Office of Management and Budget (OMB) Circular A-133;
- f. Audits of States, Local Government, and Non-Profit Organizations, Audits of State and Local Governments (As Revised) – AICPA;
- g. Section 11.45, Florida Statutes;
- h. State of Florida Department of Financial Services;
- i. Rules adopted by the State of Florida Auditor General for form and content of governmental unit audits;
- j. Any other applicable Federal, State and local laws or regulations to the extent required by Auditing Standards Generally Accepted in the United States and requirements of the Federal and State of Florida Single Audit Acts;

Any updates of, or amendments to, these described auditing standards are to be incorporated in future audits performed by the selected Auditor performing auditing engagements for the City.

Note: The City shall prepare the financial statements, footnotes, and statistical information required for submission of the Comprehensive Annual Financial Report ("CAFR") to the Government Finance Officers' Association ("GFOA").

### 2.3 **Reports to be Issued**

Following the completion of the audit of the fiscal year's financial statements, Auditor shall issue the following:

- a. A report on the fair presentation of the basic financial statements as a whole, in conformity with accounting principles generally accepted in the U.S.
- b. A report on the internal control structure based on Auditor's understanding of the control structure and assessment of control risk.
- c. A report on compliance with laws and regulations.
- d. A "management letter" required by Section 218.39(4), Florida Statutes.
- e. Reports required by the Single Audit Act of 1996 and OMB Circular A-133 to include:

1. An opinion on the financial statements and on the supplementary schedule of expenditures of federal awards.
2. A report on compliance and on internal control over financial reporting based on an audit of financial statements performed in accordance with Government Auditing Standards.
3. A report on compliance with requirements applicable to each major program and on internal control over compliance in accordance with OMB Circular A-133.
4. A schedule of findings and questioned costs.
5. A report on compliance with requirements applicable to State grants and aids appropriations.
6. For any irregularities and illegal acts, Auditor shall be required to make an immediate, written report of all irregularities and illegal acts of which they become aware to the Director of Finance, City Manager and City Commission as appropriate.

f. Comprehensive Annual Financial Report (CAFR) Preparation:

1. The City shall draft and prepare all individual, combining and entity wide Financial Statements, and the notes to the Financial Statements. The City will also provide the information for the introductory section (including the transmittal letter), management's discussion and analysis and information for statistical schedules.

Draft Auditors' reports shall be delivered by February 28th for each fiscal year audit under the terms of this contract; provided the City has provided all the necessary documents and information to Auditor.

The final Auditors' reports shall be delivered by March 15<sup>th</sup> for each fiscal year audit under the terms of this contract.

The City shall be responsible for the preparation, editing, printing and distribution of the CAFR.

Use of the audited financial statements, opinions or any of the above named reports will not result in additional compensation unless their use requires additional certification or services on the part of the firm.

Auditor shall submit a signed audit report on the fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America no later than March 15, for the previous fiscal year ending September 30, along with the required reports on internal control structure and compliance with laws and regulations.

In the required reports on internal controls, Auditor shall communicate any significant deficiencies found during the audit. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

### **3.0 SPECIAL CONSIDERATIONS**

- a. Auditor shall review the CAFR to determine its compliance with Certificate of Achievement program guidelines.
- b. The schedules of federal and state financial assistance and related Auditor's report, as well as the reports on the internal control structure and compliance, are to be issued in conjunction with the comprehensive annual financial report.
- c. The City may, during the period of this contract, prepare one or more official statements in connection with the sale of debt securities, which will contain the basic financial statements and Auditor's report thereon.
- d. The City also requires a separate annual financial report on the operational cost related to the subregional Transmission Facilities (together with a report as to compliance with the Interlocal wastewater Service and Wastewater Facilities Cost sharing agreement dated March 27<sup>th</sup>, 2013. These reports are to be prepared by Auditor.
- e. A material weakness is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis.
- f. Significant deficiencies that are also material weaknesses shall be identified as such in the report. Deficiencies deemed not material discovered by Auditor shall be reported in a separate letter to management, which shall be referred to in the reports on internal controls.
- g. The reports on compliance shall include all material instances of noncompliance. All nonmaterial instances of noncompliance shall be reported in a separate management letter, which shall be referred to in the reports on compliance.
- h. Communicate certain matters related to the conduct of the audit, including, but not limited to: (1) fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements, (2) illegal acts that come to our attention (unless they are clearly inconsequential), (3) disagreements with management and other serious difficulties encountered in performing the audit, and (4) various matters related to the entity's accounting policies and financial statements.

### **4.0 ADDITIONAL SERVICES**

Auditor shall provide additional services to the City as determined by the City Manager or his designee in accordance with agreed to hourly rates.

### **5.0 COMPENSATION**

5.1 For all Auditing Services provided by Auditor as described in Sections 2.1 through 2.3 of this Agreement, Auditor shall be compensated as follows:

- a. \$82,500 for fiscal year ending 9/30/14; and
- b. \$84,500 for fiscal year ending 9/30/15; and
- c. \$86,500 for fiscal year ending 9/30/16.

Option Years:

- d. \$88,500 for fiscal year ending 09/30/2017
- e. \$90,500 for fiscal year ending 09/30/2018

5.2 Auditor will invoice the City monthly for work performed under this Agreement for each applicable fiscal year on the basis of the percentage of the work completed based on the fees in Section 5.1. It is expressly understood that any incidental or out-of-pocket costs incurred by Auditor are covered by the total compensation and are not to be billed separately.

5.3 Invoices received from Auditor pursuant to this Agreement will be reviewed and approved by the Finance Department, indicating that services have been rendered in conformity with the agreement.

5.4 Auditor shall provide any such backup documentation, including staff time records, requested by the City to support the amounts invoiced to the City for the audit services contemplated herein. The City shall pay Auditor for all approved invoices, no later than 30 calendar days from the date of approval by the City Manager of the invoice.

5.5 For all additional services as described in Sections 4.0 of this Agreement, the City shall pay Auditor a fee mutually agreed to by the City Manager and Auditor, such fee shall be approved by the City prior to additional services being performed.

## **6.0 RECORDS/RIGHT TO INSPECT AND AUDIT**

6.1. The City Manager or his designee shall, during the term of this Agreement and for a period of five (5) years from the date of termination or expiration of this Agreement, have access to and the right to examine and audit any Records of Auditor involving transactions related to this Agreement under supervision of Auditor's personnel.

6.2. The City may cancel this Agreement for unreasonable refusal by Auditor to allow access by the City Manager to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

## **7.0 INDEMNIFICATION**

7.1. Auditor shall defend, indemnify, and hold harmless the City, its officers, elected and appointed officials, attorneys, agents and employees, from and against any

and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or in any way connected with Auditor, its officers', agents' or employees' failure to satisfy its obligations under Auditing Standards Generally Accepted in the United States through negligence or error or omission of Auditor or its officers', agents' or employees', including, but not limited to, liabilities arising from contracts between Auditor and third parties made pursuant to this Agreement. Auditor shall pay all claims and losses of any nature whatever rising there from, and may, if elected by the City, defend all suits arising there from, in the name of the City when applicable, and shall pay all costs and judgments which may issue thereon, except to the extent caused by the negligence of City officers or employees.

7.2. Auditor shall defend, indemnify, and hold harmless the City, its officers, attorneys, agents and employees, from all losses, injuries, damages, wages or overtime compensation due Auditor's agents or employees in rendering services pursuant to this Agreement, including payment of City's reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act or any employment related litigation or claims under federal or state law.

7.3. The provisions of this section shall survive termination of this Agreement.

## **8.0 INSURANCE**

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 City. 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 City as an "Additional Insured".

## **9.0 TERM**

- 9.1 This Agreement shall become effective upon execution by the City and shall include the services described in this Agreement for the reporting periods for the fiscal years (FY) 2014, 2015 and 2016, unless earlier terminated as provided in Section 10 (the "Term").
- 9.2. This Agreement may be renewed upon the mutual agreement of the parties in writing twice for consecutive one-year terms, with the first renewal year including the reporting period of FY 2017, and if so renewed, the second one year renewal term shall include the reporting period of FY 2018. If the City has properly budgeted for the renewal terms and funds are available, the City Manager is authorized to execute the renewal terms on behalf of the City.

## **10.0 TERMINATION**

- 10.1 The City may elect to terminate all or a portion of the services provided by Auditor in this Agreement by giving Auditor written notice at least 30 calendar days prior to the effective date of termination. Upon receipt of written notice of termination, Auditor shall not enter into any third party agreements and shall incur only those expenses specifically approved or directed in writing by the City Manager. Upon written notice of termination, the City Manager may elect not to use the services of Auditor.
- 10.2 Auditor may terminate the Agreement at any time by giving the City written notice at least 180 calendar days prior to the effective date of termination.
- 10.3 In the event of termination or expiration of this Agreement, Auditor and the City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from Auditor to the City, or to any other person or entity the City may designate, and to maintain during such period of transition the same services provided to the City pursuant to the terms of this Agreement.
- 10.4 Auditor will take all reasonable and necessary actions to transfer all books, records and data of the City in its possession in an orderly fashion to either the City or its designee in a hard copy and a standard electronic computer format.
- 10.5 In the event that this Agreement is terminated, Auditor shall be paid for any Auditing Services performed up to the date of termination pursuant to the terms of this Agreement. Upon receipt of a notice of termination, Auditor shall perform only those services specified by the City Manager and shall not incur additional expenses without the City Manager's prior written approval.
- 10.6 Upon termination or expiration, any compensation payable by the City to Auditor shall be withheld until all Records and documents are provided to the City pursuant to Section 6.0 of this Agreement.

- 10.7 Upon termination or expiration, the City shall not be liable to Auditor for any additional compensation, consequential or incidental damages, lost profits, or any other compensation, beyond the compensation structure specifically provided for in this Agreement.

**11.0 ORDER OF PRECEDENCE/MODIFICATION/AMENDMENT**

- 11.1. This Agreement consists of the terms and provisions contained herein; and the RFP and the Auditor's responsive proposal, which are incorporated herein by reference. If there is a conflict between and/or among the terms and conditions of this Agreement and the other documents incorporated herein, the order of precedence is as follows: 1) the terms and conditions of this Agreement; 2) the City's RFP #13-14-205; and, 3) Auditor's response to the RFP dated June 25, 2014.
- 11.2. No agent, employee, or other representative of either party is empowered to modify and amend the terms of this Agreement, unless executed with the same formality as this document.

**12.0 SEVERABILITY**

- 12.1. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

**13.0 GOVERNING LAW**

- 13.1. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation shall be in Palm Beach County, Florida.

**14.0 WAIVER**

- 14.1. The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

**15.0. NOTICES/AUTHORIZED REPRESENTATIVES**

- 15.1. Any notices required or permitted by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by private postal service, addressed to the parties at the following addresses:

For the City:

City of Lake Worth

Attention: Michael Bornstein, City Manager  
7 North Dixie Highway  
Lake Worth, Florida 33460  
Telephone: 561-586-2630

Copy to:

Glen Torcivia, City Attorney  
7 North Dixie Highway  
Lake Worth, Florida 33460  
Telephone: 561-686-8700

For Auditor:

Keefe McCullough  
Attn: William Benson, C.P.A.  
6550 N. Federal Highway, 4<sup>th</sup> Floor  
Ft. Lauderdale, FL 33308  
Phone: 954-771-0896

Either party shall have the right to change its address for notice purposes by sending written notice of such change of address to the other party in accordance with the provisions hereof.

#### **16.0 INDEPENDENT CONTRACTOR**

- 16.1. Auditor is and shall remain an independent contractor and is not an employee or agent of the City. Services provided by Auditor shall be by employees of Auditor working under the supervision and direction of Auditor and nothing in this Agreement shall in any way be interpreted or construed to deem said employees to be agents, employees, or representatives of the City. Auditor agrees that it is a separate and independent enterprise from the City.
- 16.2. Auditor shall be responsible for all compensation, tax responsibilities, insurance benefits, other employee benefits, and any other status or rights of its employees during the course of their employment with Auditor. This Agreement shall not be construed as creating any joint employment relationship between Auditor and the City, and the City will not be liable for any obligation incurred by Auditor, including but not limited to unpaid minimum wages and/or overtime payments.

#### **17.0 STAFFING/REMOVAL**

- 17.1 If at any time during the term of this Agreement the City Manager or Finance Director becomes dissatisfied with the performance of any of Auditor's staff assigned to provide services under this Agreement, the City Manager or Finance Director may request that the particular employee be removed from servicing this account. Representatives of Auditor and the City shall meet to discuss appropriate remedial action to alleviate the performance deficiencies experienced by the City. If the proposed resolution is unsatisfactory to the City, Auditor shall reassign said personnel out of the City within 3 calendar days of notification by the City.

- 17.2 Auditor agrees to act in good faith and to use its best efforts to resolve any problems experienced by the City.
- 17.3 Auditor shall be responsible for maintaining current background checks on all employees and agents assigned to work in the City. Background checks for each individual must be performed prior to providing any services to the City. Written verification of any background checks must be provided to the City if requested by the City Manager.

**18.0. WAIVER OF JURY TRIAL**

- 18.1. In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to a trial by jury.

**19.0 ASSIGNMENT/SUBCONTRACTS**

- 19.1. This Agreement shall not be assignable by Auditor without the prior approval of the City Commission, at the City's sole discretion.
- 19.2 Auditor shall not subcontract any portion of the work required by this Agreement, except with the prior approval of the City Manager, which shall be on his or her sole and absolute discretion.

**20.0. PROHIBITION AGAINST CONTINGENT FEES/CONFLICTS**

- 20.1. Auditor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Auditor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for Auditor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
- 20.2 Neither Auditor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Auditor's loyal and conscientious exercise of judgment related to its performance under this Agreement.
- 20.3 Auditor agrees that none of its officers or employees shall, during the Term or any renewal term of this Agreement, serve as an expert witness against the City in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process.

**21.0. WARRANTIES OF AUDITOR**

- 21.1 Auditor warrants and represents that at all times during the Term or any renewal term of this Agreement that it shall maintain in good standing with the State of Florida, that all required licenses and certificates of Auditor and its employees and agents required to perform services hereunder under federal, state and local

laws necessary to perform the Scope of Services specified in this Agreement shall remain current and active.

- 21.2 Auditor warrants and represents that its employees have received sexual harassment training and that Auditor maintains appropriate sexual harassment and anti-discrimination policies.
- 21.3 Auditor warrants and represents that it does not unlawfully discriminate (as proscribed by federal, state, county, or other local law) on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age above the age of 21, sexual orientation, gender identity or expression, marital status, pregnancy, familial status, veterans status, political affiliation, or physical or mental disability and such person's association with members of classes protected under this chapter or in retaliation for or opposition to any practices forbidden under the City's Code of Ordinances against any employee of, any City employee working with, or applicant for employment with such contractor. Auditor shall require such contractor to include a similar provision in all subcontracts executed or amended there under.
- 21.4 Auditor represents that all persons delivering the Auditing Services as required by this Agreement have the requisite knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in this Agreement and agrees to provide and perform such Auditing Services to the City's satisfaction for the agreed compensation.
- 21.5 Auditor shall maintain a Drug-Free workplace as that term is defined in Florida Statutes.
- 21.6 Auditor shall comply with all applicable federal, state, county and City laws, rules and regulations in the performance of Auditing Services as provided to Auditor by the City.
- 21.7 The audit firm's professional personnel have received adequate continuing professional education in accordance with the requirements of the Florida State Board of Accountancy and *Government Auditing Standards*.

## **22.0. MISCELLANEOUS**

- 22.1 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 a fully executed original of this Agreement.
- 22.2 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.
- 22.3 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 Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Auditor will advise the City immediately if it becomes aware of any violation of this statute.

- 22.4 PREPARATION: This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- 22.5 PALM BEACH COUNTY IG: In accordance with Palm Beach County ordinance number 2011-009, the Auditor acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Auditor has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
- 22.6 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 Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.
- 22.7 PUBLIC RECORDS REQUIREMENT: The Auditor shall comply with all public records laws in accordance with Chapter 119, Florida Statutes. In accordance with state law, the Auditor 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, Florida Statutes 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 Auditor at the termination of the Agreement 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 Auditor.

- e) If the Auditor 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.

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below for this Annual Independent Auditing Services Agreement.

**CITY OF LAKE WORTH**

BY: \_\_\_\_\_  
PAM TRIOLO, MAYOR

ATTEST:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
PAMELA LOPEZ  
CITY CLERK

*Glen J. Torcivia for*  
\_\_\_\_\_  
GLEN J. TORCIVIA  
CITY ATTORNEY

**AUDITOR**  
**KEEFE MCCULLOUGH**

BY: *William Benson CPA*  
\_\_\_\_\_  
WILLIAM BENSON, as Partner

ATTEST:

*[Signature]*  
\_\_\_\_\_  
SECRETARY

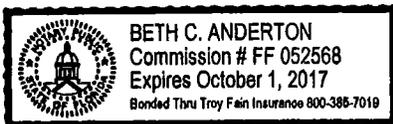
[corporate/partnership seal]

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing Agreement was acknowledged before me this 7<sup>th</sup> day of Aug., 2014, by William C. Benson, as Partner of Keefe McCullough a Florida Limited Liability Partnership, who is personally known to me, and who has affirmed that he/she has been duly authorized to execute the above document on behalf of the corporation.

NOTARY'S SEAL:

*Beth C. Anderton*  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA





## CITY OF LAKE WORTH

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

**AGENDA DATE:** August 19, 2014, Regular Meeting

**DEPARTMENT:** Community Sustainability

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### **EXECUTIVE BRIEF**

#### **TITLE:**

Resolution No. 39-2014 - Public Hearing - abandon a portion of a 10 foot utility easement

#### **SUMMARY:**

The Resolution abandons the 10-foot wide utility easement running from the north and south over, under and across Block 2, Donora Park, in the Industrial Park of Commerce Zoning District.

#### **BACKGROUND AND JUSTIFICATION:**

The applicant, West Coast Waters, LLC through Dominick Pagano, Managing Member, is petitioning to abandon a city utility easement. The applicant has applied to the City of Lake Worth Planning and Zoning Board for site plan approval of +/- 4,963 square foot warehouse facility at 3520 Boutwell Road, 3540 Boutwell Road and 3511 7<sup>th</sup> Avenue North in the I-POC – Industrial Park of Commerce zoning district.

The request for abandonment is being made because the warehouse facility is proposed to be constructed over the utility easement and abandonment of the easement is required as condition of approval for the site plan and construction of the warehouse building. The site plan and conditional land use of the project have been reviewed by the City's Site Plan Review Committee on April 14, 2014 and the Planning & Zoning Board on May 21, 2014. The Planning and Zoning Board voted 5-0 to approve the project. All City Departments have reviewed the proposed abandonment and none had any issues or any future need for the easement.

Code Section 19.1.4 Streets and Sidewalks – Procedure for Abandonment, outlines the process by which public rights-of-way can be abandoned. Resolution 33-2014, declaring the intention of the City Commission to consider the abandonment, was APPROVED at the July 1, 2014 City Commission meeting. A 10-day advance notice was published in the Lake Worth Herald newspaper.

#### **MOTION:**

I move to approve/disapprove Resolution No. 39-2014.

#### **ATTACHMENT(S):**

Fiscal Impact Analysis – not applicable  
Petition of abandonment  
Authorization of Anchor Commercial Bank  
Lake Worth Electric Utilities consent  
Lake Worth Water/Sewer Utilities consent  
FL Public Utilities consent  
AT&T consent  
Comcast consent  
Legal Description and Sketch  
Resolution



501 South Flagler Drive, Suite 201  
West Palm Beach, FL 33401  
Telephone: (561) 515-2930  
Facsimile: (561) 515-2939

Counsel:  
Myra Gendel  
Andrea Holloway  
Paul Krasker  
Marshall Osofsky

FROM THE DESK OF MYRA GENDEL  
Direct Line: (561) 801-7330  
Email: mgendel@kraskerlaw.com

Of Counsel:  
Kinley Engvalson

May 3, 2014

Maxime Ducoste  
Planning and Preservation Manager  
City of Lake Worth  
1900 2<sup>nd</sup> Ave N  
Lake Worth, FL 33461

Re: Petition for Abandonment of Utility Easement / West Coast Waters LLC through Dominick Pagano as Managing Member / 7<sup>th</sup> Avenue N & Boutwell Road in Lake Worth, FL (the "Property") / PZB PR No. 14-0050005 / MELROSE IRRIGATION

To Whom it May Concern:

The purpose of this communication is to petition for abandonment of a utility easement on certain property located in the City of Lake Worth. West Coast Waters LLC, a Florida limited liability company ("West Coast") is applying for an abandonment of a utility easement on property located in Lake Worth described in attached Exhibit "A", which exhibit contains a description of the easement to be abandoned along with a description of the parcel on which located and a sketch of the easement to be abandoned. The easement to be abandoned is on the property, legally described in attached Exhibit "B" (the "Property").

West Coast Waters LLC, through Dominick Pagano as Managing Member ("Petitioner") is petitioning to abandon the easement as Petitioner has applied to the City of Lake Worth Planning and Zoning Board for site plan approval of a +/-4,963 square foot warehouse facility at 3520 Boutwell Road, 3540 Boutwell Road and 3511 7<sup>th</sup> Avenue North, in the I-POC, Industrial – Park of Commerce, zoning district. This request for abandonment is being made because the warehouse facility would be over the utility easement, and abandonment of the easement is required for site plan approval and construction. The Petitioner owns the property along the east and west boundaries of the utility easement and there are no other properties that are contiguous to the utility easement. Further, the utility easement is not needed as all utilities serving the Property are located outside of the Property boundaries. (For reference, the Case Number before the Planning and Zoning Board is PZB PR Number 14-01400003.)

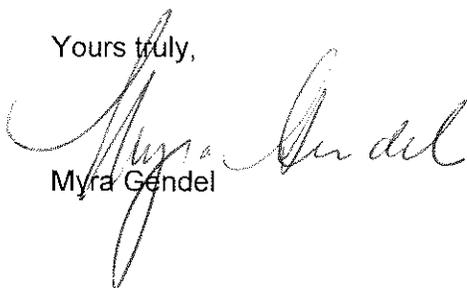
Page 2

As Petitioner is currently not the owner of the Property, attached is Letter of Authorization from Anchor Commercial Bank as the fee simple owner of the Property authorizing Dominick Pagano as Managing Member of West Coast Waters LLC to petition for the abandonment of the easement.

Also attached are letters of consent to the abandonment of the easement from: (i) City of Lake Worth Utilities--Electric; (ii) City of Lake Worth--Water/Sewage; (iii) Florida Public Utilities; (iv) AT&T, and (v) Comcast.

Thank you for your attention to this matter. Please call me if you have any questions.

Yours truly,

A handwritten signature in cursive script, appearing to read "Myra Gendel". The signature is written in dark ink and is positioned above the printed name.

Myra Gendel

Enclosures

Anchor Commercial Bank  
13951 U.S. Hwy One  
Juno Beach, FL 33408  
Janet Speicker, Senior Vice President

City of Lake Worth  
Planning and Preservation  
1900 Second Avenue N.  
Lake Worth, FL 33461

Re: Authorization in favor of West Coast Waters LLC through Dominick Pagano as Managing Member to Petition for Abandonment of Easement at 7<sup>th</sup> Avenue N & Boutwell Road in Lake Worth, FL (the "Property")

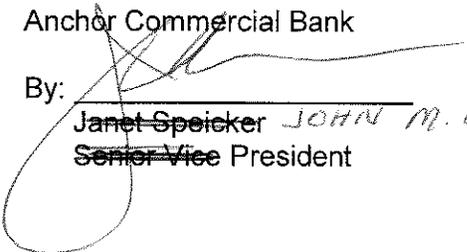
To Whom It May Concern:

Anchor Commercial Bank as the fee simple owner of the Property hereby authorizes Dominick Pagano as Managing Member of West Coast Waters LLC to petition for the abandonment of the ten foot (10') public utilities easement described in attached Exhibit "A" (Legal Description), which exhibit contains a description of the easement to be abandoned along with a description of the parcel on which located and a sketch of the easement to be abandoned.

The Certificate of Title to the Property (attached as Exhibit "B") evidences that Anchor Commercial Bank is the owner of the Property. West Coast Waters LLC will be purchasing the Property from Anchor Commercial Bank and is applying for site plan approval from the City of Lake Worth for the construction of a +/-4963 square foot warehouse facility on the Property; a condition of said approval is abandonment of the easement.

Anchor Commercial Bank

By:

  
~~Janet Speicker~~  
~~Senior Vice President~~

JOHN M. OLIVER

Attachments

## LEGAL DESCRIPTION

A PORTION OF A 10 FOOT UTILITY EASEMENT TO BE ABANDONED LYING NORTH AND SOUTH, OVER, UNDER AND ACROSS BLOCK 2, DONORA PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 13, PAGE 36, PALM BEACH COUNTY, FLORIDA, PUBLIC RECORDS; SAID PORTION OF AN EASEMENT TO BE ABANDONED MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SAID PORTION OF EASEMENT TO BE ABANDONED CONTAINING 2648 SQUARE FEET MORE OR LESS.

THIS IS NOT A SURVEY

MARCH 31, 2014

**DRAWING #14-010AE**

RONALD E. STOTLER  
PROFESSIONAL SURVEYOR AND MAPPER  
CERTIFICATE NO. 5026  
STATE OF FLORIDA

**MAGELLAN SURVEYING & MAPPING, INC.**

PROFESSIONAL LAND SURVEYORS

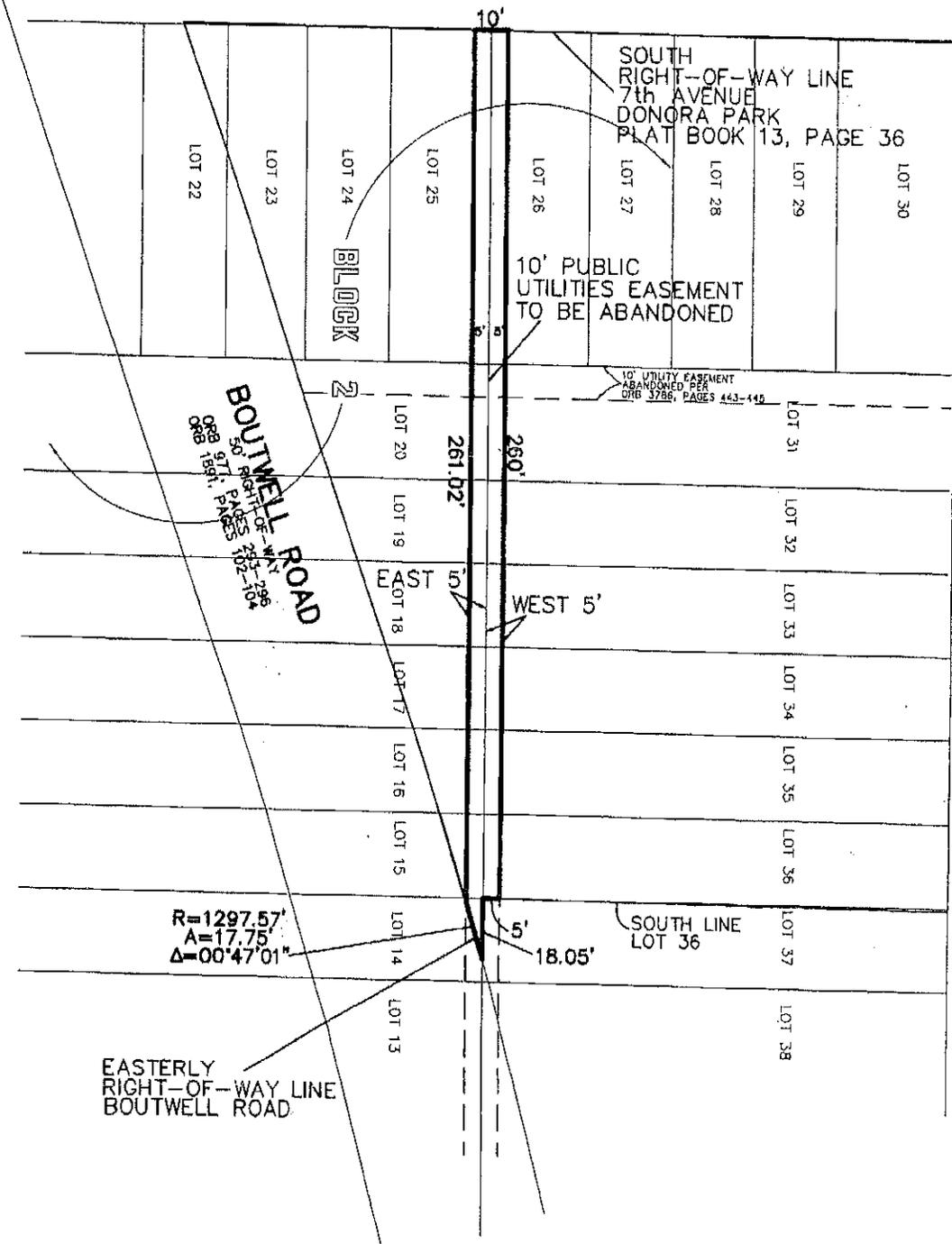
LICENSED BUSINESS - 7571

450 S. OLD DIXIE HIGHWAY, SUITE 10

JUPITER, FLORIDA 33458

561-746-8745

FAX 561-746-9632 E-mail [info@MAGELLANSURVEYING.COM](mailto:info@MAGELLANSURVEYING.COM)



THIS IS NOT A SURVEY

MARCH 31, 2014

DRAWING #14-010AE

MAGELLAN SURVEYING & MAPPING, INC.

PROFESSIONAL LAND SURVEYORS  
LICENSED BUSINESS - 7571  
450 S. OLD DIXIE HIGHWAY, SUITE 10  
JUPITER, FLORIDA 33458

RONALD E. STOTLER  
PROFESSIONAL SURVEYOR AND MAPPER  
CERTIFICATE NO. 5028  
STATE OF FLORIDA

561-746-8745

FAX 561-746-9632 E-mail Info@MAGELLANSURVEYING.COM

EXHIBIT "B"



CFN 20110329535  
OR BK 24724 PG 0577  
RECORDED 09/02/2011 08:49:16  
Palm Beach County, Florida  
AMT 58,800.00  
Doc Stamp 411.60  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 0577 - 578; (2pgs)

4020

# 58,800.00  
# 411.60

This is now Certified Copy

IN THE CIRCUIT COURT OF THE 15<sup>TH</sup>  
JUDICIAL CIRCUIT, IN AND FOR PALM  
BEACH COUNTY, FLORIDA

CASE NO.: 502010CA023353MBXXXX (AV)

ANCHOR COMMERCIAL BANK,  
A Florida banking corporation,

Plaintiff,

vs.

FERNANDO MARTINEZ a/k/a  
FERNANDO LUIS MARTINEZ;  
THE UNKNOWN SPOUSE OF  
FERNANDO MARTINEZ;  
AMERICAN EXPRESS BANK, PSB,

Defendants.

FILED  
2011 SEP - 1 PM 2:54  
SHARON R. BOCK, CLERK  
PALM BEACH COUNTY, FL  
CIRCUIT CIVIL 1

CERTIFICATE OF TITLE

The undersigned, SHARON BOCK, Clerk of the Court, certifies that she executed and filed a Certificate of Sale in this action on the AUG 17 2011, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in Palm Beach County, Florida:

Parcel 1  
LOTS 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 AND 36, IN  
BLOCK 2, LESS THE RIGHT-OF-WAY FOR  
BOUTWELL ROAD, AS SHOWN ON DONORA PARK,  
ACCORDING TO THE PLAT THEREOF, AS  
RECORDED IN PLAT BOOK 13, PAGE 36, OF THE  
PUBLIC RECORDS OF PALM BEACH COUNTY,  
FLORIDA

This is not a certificate

**Parcel 2**

BEING A PART OF BLOCK 2, DONORA PARK, AS RECORDED IN PLAT BOOK 13, PAGE 36, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 25, BLOCK 2, SAID DONORA PARK; THENCE,

SOUTH 00 DEGREES 00 MINUTES 07 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 25 AND SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 278.22 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF BOUTWELL ROAD; THENCE,

NORTHWESTERLY, ALONG SAID RIGHT-OF-WAY, ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A CENTRAL ANGLE OF 02 DEGREES 45 MINUTES 43 SECONDS, A RADIUS OF 1297.57 FEET, A DISTANCE OF 62.55 FEET; THENCE,

CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 18 DEGREES 44 MINUTES 12 SECONDS WEST, A DISTANCE OF 232.04 FEET TO A POINT IN THE NORTH LINE OF LOT 22, BLOCK 2, SAID DONORA PARK; THENCE,

SOUTH 89 DEGREES 15 MINUTES 00 SECONDS EAST, ALONG SAID NORTH LINE AND EASTERLY EXTENSION THEREOF, A DISTANCE OF 93.19 FEET TO THE POINT OF BEGINNING.

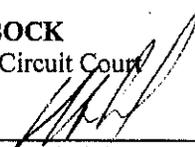
was sold to: ANCHOR COMMERCIAL BANK, A FLORIDA BANKING CORPORATION, WHOSE ADDRESS IS 10025 RCA CENTER DRIVE, SUITE 101, PALM BEACH GARDENS, FL 33410

WITNESS my hand and seal of the Court on September 1st, 2011.

(Court Seal)



SHARON BOCK  
Clerk of the Circuit Court

By:   
Deputy Clerk

JOSE A. MANRIQUE

City of Lake Worth Utilities  
Electric  
1900 2<sup>nd</sup> Ave. N.  
Lake Worth, FL 33461

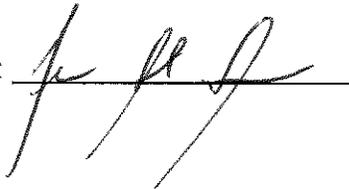
City of Lake Worth  
Planning and Preservation  
1900 2<sup>nd</sup> Avenue N.  
Lake Worth, FL 33461

Re: Abandonment of Easement at property located at 7<sup>th</sup> Avenue N & Boutwell Road to be owned by West Coast Waters LLC, a Florida limited liability company

To Whom It May Concern:

City of Lake Worth Utilities/Electric) has no objection to and consents to the abandonment of the ten foot (10') public utilities easement described in attached Exhibit "A" (Legal Description) which exhibit contains a description of the easement to be abandoned along with a description of the parcel on which located and a sketch of the easement to be abandoned. The easement to be abandoned is on the property, legally described in attached Exhibit "B".

City of Lake Worth Utilities

By: 

Attachments

## LEGAL DESCRIPTION

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THIS IS NOT A SURVEY

MARCH 31, 2014

DRAWING #14-010AE

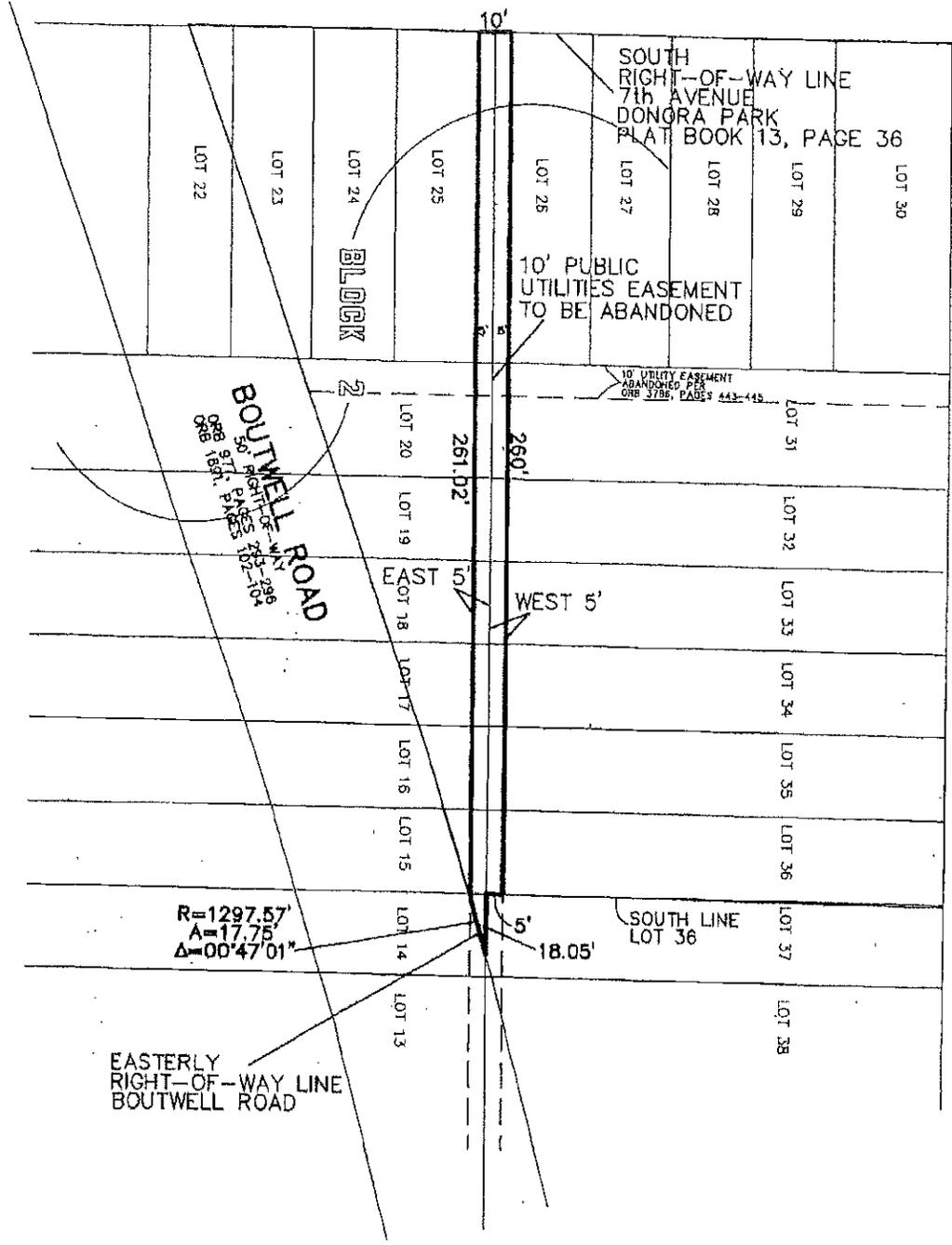
RONALD E. STOTLER  
PROFESSIONAL SURVEYOR AND MAPPER  
CERTIFICATE NO. 5026  
STATE OF FLORIDA

**MAGELLAN SURVEYING & MAPPING, INC.**

PROFESSIONAL LAND SURVEYORS  
LICENSED BUSINESS - 7571  
450 S. OLD DIXIE HIGHWAY, SUITE 10  
JUPITER, FLORIDA 33458

561-746-8745

FAX 561-746-9632 E-mail [info@MAGELLANSURVEYING.COM](mailto:info@MAGELLANSURVEYING.COM)



THIS IS NOT A SURVEY

MARCH 31, 2014

DRAWING #14-010AE

**MAGELLAN SURVEYING & MAPPING, INC.**  
 PROFESSIONAL LAND SURVEYORS  
 LICENSED BUSINESS - 7571  
 450 S. OLD DIXIE HIGHWAY, SUITE 10  
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 561-746-8745 FAX 561-746-9632 E-mail info@MAGELLANSURVEYING.COM

RONALD E. STOTLER  
 PROFESSIONAL SURVEYOR AND MAPPER  
 CERTIFICATE NO. 5028  
 STATE OF FLORIDA

Exhibit "B"



4020

CFN 20110329535  
OR BK 24724 PG 0577  
RECORDED 09/02/2011 08:49:16  
Palm Beach County, Florida  
AMT 58,800.00  
Doc Stamp 411.60  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 0577 - 578; (2pgs)

IN THE CIRCUIT COURT OF THE 15<sup>TH</sup>  
JUDICIAL CIRCUIT, IN AND FOR PALM  
BEACH COUNTY, FLORIDA

CASE NO.: 502010CA023353MBXXXX (AV)

This is now a certified copy

# 58,800.00  
# 411.60

ANCHOR COMMERCIAL BANK,  
A Florida banking corporation,

Plaintiff,

vs.

FERNANDO MARTINEZ, a/k/a  
FERNANDO LUIS MARTINEZ;  
THE UNKNOWN SPOUSE OF  
FERNANDO MARTINEZ;  
AMERICAN EXPRESS BANK, PSB,

Defendants.

FILED  
2011 SEP - 1 PM 2:54  
SHARON R. BOCK, CLERK  
PALM BEACH COUNTY, FL  
CIRCUIT CIVIL 1

CERTIFICATE OF TITLE

The undersigned, SHARON BOCK, Clerk of the Court, certifies that she executed and filed a Certificate of Sale in this action on the AUG 17 2011, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in Palm Beach County, Florida:

Parcel 1  
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BLOCK 2, LESS THE RIGHT-OF-WAY FOR  
BOUTWELL ROAD, AS SHOWN ON DONORA PARK,  
ACCORDING TO THE PLAT THEREOF, AS  
RECORDED IN PLAT BOOK 13, PAGE 36, OF THE  
PUBLIC RECORDS OF PALM BEACH COUNTY,  
FLORIDA

This is not a certified copy

**Parcel 2**

BEING A PART OF BLOCK 2, DONORA PARK, AS RECORDED IN PLAT BOOK 13, PAGE 36, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 25, BLOCK 2, SAID DONORA PARK; THENCE,

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SOUTH 89 DEGREES 15 MINUTES 00 SECONDS EAST, ALONG SAID NORTH LINE AND EASTERLY EXTENSION THEREOF, A DISTANCE OF 93.19 FEET TO THE POINT OF BEGINNING.

was sold to: ANCHOR COMMERCIAL BANK, A FLORIDA BANKING CORPORATION, WHOSE ADDRESS IS 10025 RCA CENTER DRIVE, SUITE 101, PALM BEACH GARDENS, FL 33410

WITNESS my hand and seal of the Court on September 1st, 2011.

(Court Seal)



SHARON BOCK  
Clerk of the Circuit Court

By:   
Deputy Clerk

JOSE A. MANRIQUE

City of Lake Worth Utilities  
Water/Sewage  
1900 2<sup>nd</sup> Ave. N.  
Lake Worth, FL 33461

City of Lake Worth  
Planning and Preservation  
1900 2<sup>nd</sup> Ave. N.  
Lake Worth, FL 33461

Re: Abandonment of Easement at property located at 7<sup>th</sup> Avenue N & Boutwell Road to be owned by West Coast Waters LLC, a Florida limited liability company

To Whom It May Concern:

City of Lake Worth Utilities (Water/Sewage) has no objection to and consents to the abandonment of the ten foot (10') public utilities easement described in attached Exhibit "A" (Legal Description) which exhibit contains a description of the easement to be abandoned along with a description of the parcel on which located and a sketch of the easement to be abandoned. The easement to be abandoned is on the property, legally described in attached Exhibit "B".

City of Lake Worth Utilities

By: Monica Shaver

Attachments

## LEGAL DESCRIPTION

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THIS IS NOT A SURVEY

MARCH 31, 2014

DRAWING #14-010AE

RONALD E. STOTLER  
PROFESSIONAL SURVEYOR AND MAPPER  
CERTIFICATE NO. 5026  
STATE OF FLORIDA

**MAGELLAN SURVEYING & MAPPING, INC.**

PROFESSIONAL LAND SURVEYORS  
LICENSED BUSINESS - 7571  
450 S. OLD DIXIE HIGHWAY, SUITE 10  
JUPITER, FLORIDA 33458

561-746-8745

FAX 561-746-9632 E-mail: [info@MAGELLANSURVEYING.COM](mailto:info@MAGELLANSURVEYING.COM)



Exhibit "B"



4020

CFN 20110329535  
OR BK 24724 PG 0577  
RECORDED 09/02/2011 08:49:16  
Palm Beach County, Florida  
AMT 58,800.00  
Doc Stamp 411.60  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 0577 - 578; (2pgs)

IN THE CIRCUIT COURT OF THE 15<sup>TH</sup>  
JUDICIAL CIRCUIT, IN AND FOR PALM  
BEACH COUNTY, FLORIDA

CASE NO.: 502010CA023353MBXXXX (AV)

This is not a certified copy

\$58,800.00  
\$411.60

ANCHOR COMMERCIAL BANK,  
A Florida banking corporation,

Plaintiff,

vs.

FERNANDO MARTINEZ, a/k/a  
FERNANDO LUIS MARTINEZ,  
THE UNKNOWN SPOUSE OF  
FERNANDO MARTINEZ;  
AMERICAN EXPRESS BANK, FSB,

Defendants.

FILED  
2011 SEP - 1 PM 2:54  
SHARON R. BOCK, CLERK  
PALM BEACH COUNTY, FL  
CIRCUIT CIVIL 1

CERTIFICATE OF TITLE

The undersigned, SHARON BOCK, Clerk of the Court, certifies that she executed and filed  
a Certificate of Sale in this action on the **AUG 17 2011**, for the property described  
herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in Palm Beach County, Florida:

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ACCORDING TO THE PLAT THEREOF, AS  
RECORDED IN PLAT BOOK 13, PAGE 36, OF THE  
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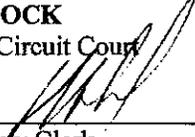
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WITNESS my hand and seal of the Court on September 1st, 2011.

(Court Seal)



SHARON BOCK  
Clerk of the Circuit Court  
By:   
Deputy Clerk  
JOSE A. MANRIQUE



002\_NO OBJECTION  
May 21, 2014

RE: ABANDONMENT of EASEMENT at property located at 7<sup>th</sup> Avenue N& Boutwell Road to be owned by West Coast Waters LLC, a Florida limited liability company

To whom it may concern:

We have reviewed your request and have determined that the proposed modifications will not interfere with any provisions of our services. Therefore we have no objection to the abandonment/vacation of the above described easement.

If you have any additional questions or concerns please feel free to call me at 561-838-1817.

Sincerely,

A handwritten signature in black ink, appearing to read "Ivan Gibbs", written over a white background.

IVAN GIBBS  
ENG TECH



## LEGAL DESCRIPTION

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THIS IS NOT A SURVEY

MARCH 31, 2014

DRAWING #14-010AE

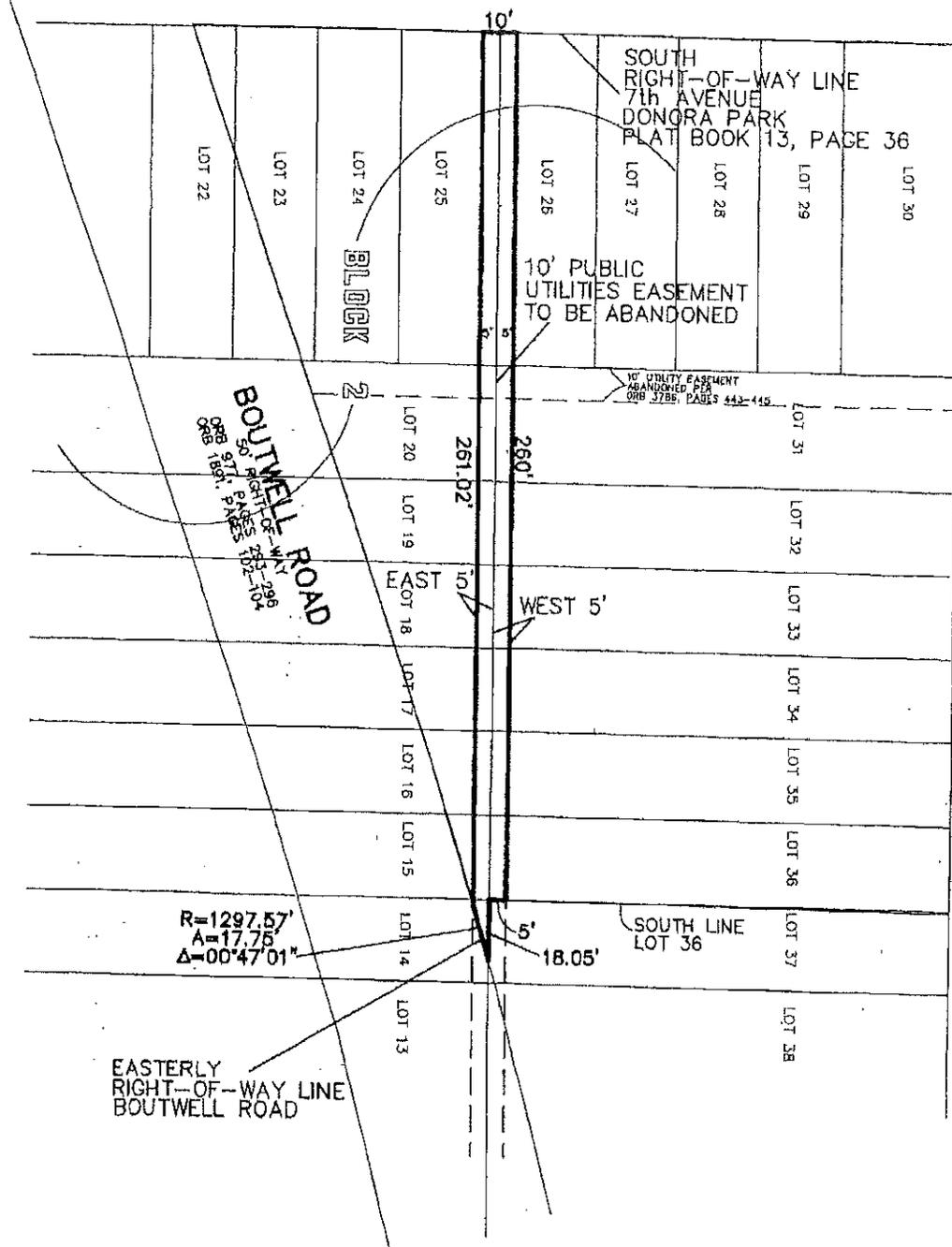
RONALD E. STOTLER  
PROFESSIONAL SURVEYOR AND MAPPER  
CERTIFICATE NO. 5026  
STATE OF FLORIDA

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MARCH 31, 2014

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RONALD E. STOTLER  
 PROFESSIONAL SURVEYOR AND MAPPER  
 CERTIFICATE NO. 5026  
 STATE OF FLORIDA

AT&T  
2021 S. Military Trail  
West Palm Beach, FL 33401  
Palm Beach Gardens, FL 33415-6499

City of Lake Worth  
Planning and Preservation  
1900 Second Ave. N.  
Lake Worth, FL 33461

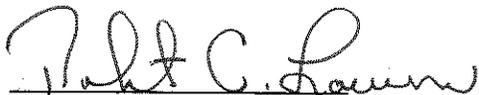
Re: Abandonment of Easement at property located at 7<sup>th</sup> Avenue N & Boutwell Road to be owned by West Coast Waters LLC, a Florida limited liability company

To Whom It May Concern:

AT&T has no objection to and consents to the abandonment of the ten foot (10') public utilities easement described in attached Exhibit "A" (Legal Description) which exhibit contains a description of the easement to be abandoned along with a description of the parcel on which located and a sketch of the easement to be abandoned. The easement to be abandoned is on the property, legally described in attached Exhibit "B".

AT&T

By:



Attachments

Exhibit "A"

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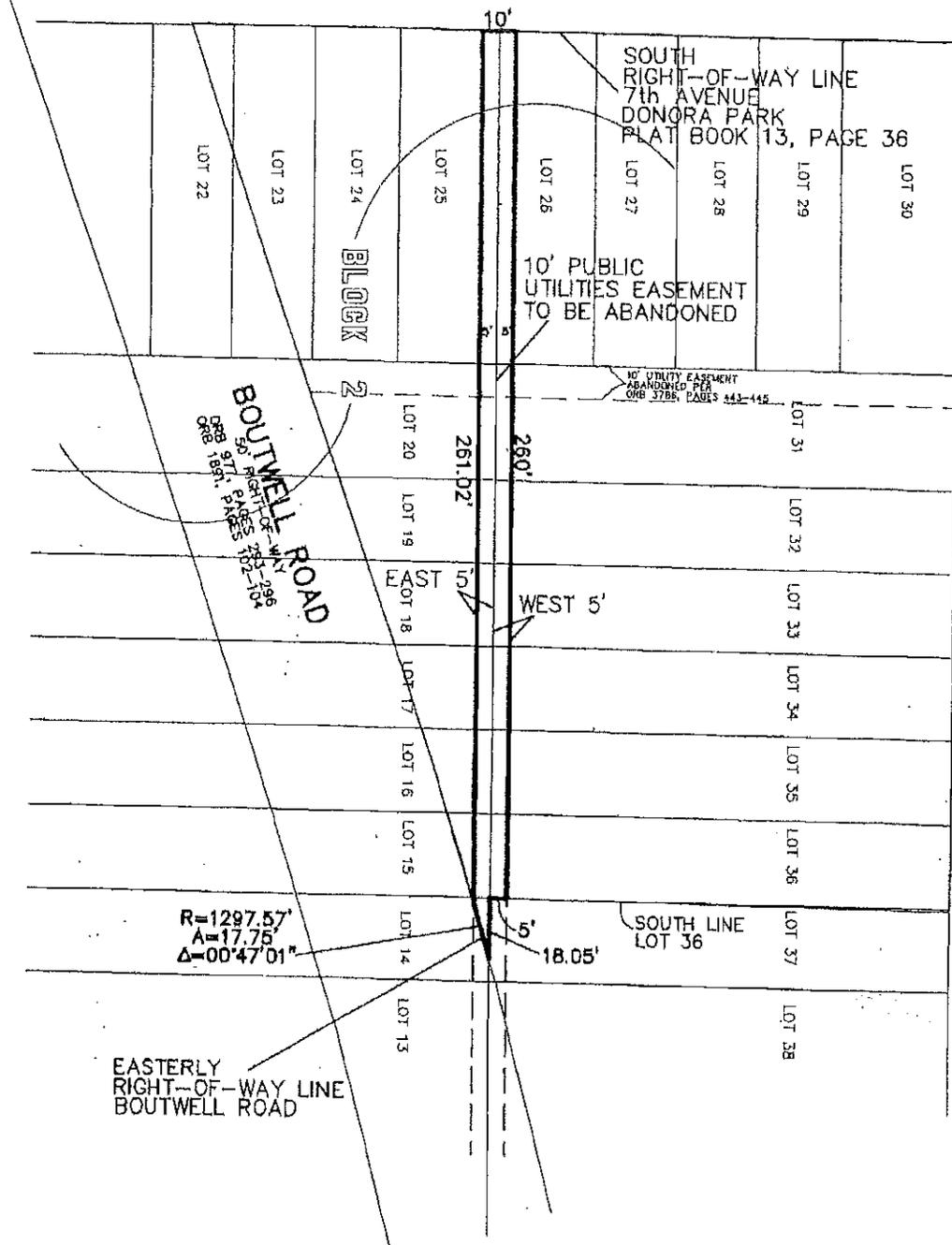
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JUPITER, FLORIDA 33458

561-746-8745

FAX 561-746-9632 E-mail [Info@MAGELLANSURVEYING.COM](mailto:Info@MAGELLANSURVEYING.COM)

RONALD E. STOTLER  
PROFESSIONAL SURVEYOR AND MAPPER  
CERTIFICATE NO. 5028  
STATE OF FLORIDA

Exhibit "B"



4020

CFN 20110329535  
OR BK 24724 PG 0577  
RECORDED 09/02/2011 08:49:16  
Palm Beach County, Florida  
AMT 58,800.00  
Doc Stamp 411.60  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 0577 - 578; (2pgs)

IN THE CIRCUIT COURT OF THE 15<sup>TH</sup>  
JUDICIAL CIRCUIT, IN AND FOR PALM  
BEACH COUNTY, FLORIDA

CASE NO.: 502010CA023353MBXXXX (AV)

# 58,800.00  
# 411.60

This is not a certified copy

ANCHOR COMMERCIAL BANK,  
A Florida banking corporation,

Plaintiff,

vs.

FERNANDO MARTINEZ, a/k/a  
FERNANDO LUIS MARTINEZ,  
THE UNKNOWN SPOUSE OF  
FERNANDO MARTINEZ;  
AMERICAN EXPRESS BANK, FSB,

Defendants.

FILED  
2011 SEP - 1 PM 2:54  
SHARON R. BOCK, CLERK  
PALM BEACH COUNTY, FL  
CIRCUIT CIVIL 1

CERTIFICATE OF TITLE

The undersigned, SHARON BOCK, Clerk of the Court, certifies that she executed and filed a Certificate of Sale in this action on the AUG 17 2011, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in Palm Beach County, Florida:

Parcel 1  
LOTS 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 AND 36, IN  
BLOCK 2, LESS THE RIGHT-OF-WAY FOR  
BOUTWELL ROAD, AS SHOWN ON DONORA PARK,  
ACCORDING TO THE PLAT THEREOF, AS  
RECORDED IN PLAT BOOK 13, PAGE 36, OF THE  
PUBLIC RECORDS OF PALM BEACH COUNTY,  
FLORIDA

This is not a certificate

**Parcel 2**

BEING A PART OF BLOCK 2, DONORA PARK, AS RECORDED IN PLAT BOOK 13, PAGE 36, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 25, BLOCK 2, SAID DONORA PARK; THENCE,

SOUTH 00 DEGREES 00 MINUTES 07 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 25 AND SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 278.22 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF BOUTWELL ROAD; THENCE,

NORTHWESTERLY, ALONG SAID RIGHT-OF-WAY, ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A CENTRAL ANGLE OF 02 DEGREES 45 MINUTES 43 SECONDS, A RADIUS OF 1297.57 FEET, A DISTANCE OF 62.55 FEET; THENCE,

CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 18 DEGREES 44 MINUTES 12 SECONDS WEST, A DISTANCE OF 232.04 FEET TO A POINT IN THE NORTH LINE OF LOT 22, BLOCK 2, SAID DONORA PARK; THENCE,

SOUTH 89 DEGREES 15 MINUTES 00 SECONDS EAST, ALONG SAID NORTH LINE AND EASTERLY EXTENSION THEREOF, A DISTANCE OF 93.19 FEET TO THE POINT OF BEGINNING.

was sold to: ANCHOR COMMERCIAL BANK, A FLORIDA BANKING CORPORATION, WHOSE ADDRESS IS 10025 RCA CENTER DRIVE, SUITE 101, PALM BEACH GARDENS, FL 33410  
WITNESS my hand and seal of the Court on September 1st, 2011.

(Court Seal)



SHARON BOCK  
Clerk of the Circuit Court

By:   
Deputy Clerk

JOSE A. MANRIQUE



**Construction Department**  
10435 Ironwood Road  
Palm Beach Gardens, FL 33410

May 28, 2014

**RE: Petition to Abandonment of Easement at property located at 7<sup>th</sup>  
Avenue N & Boutwell Road to be owned by West Coast Waters LLC, A  
Florida limited Liability Company**

Dear: To Whom it may concern

After carefully surveying the above referenced Abandonment Request Located in  
City of Lake worth (Legal Description)

Parcel 1

Lots 26,27,28,29,30,31,32,33,34,35,and 36 in Block 2, Less the Right-of -Way  
for Boutwell Road, as shown on Donora Park, According to the Plat thereof, as  
recorded in Plat Book 13, Page 36 of the Public Records of Palm Beach County  
Florida.

Parcel 2

Being a part of Block 2, Donora Park, As Recorded in Plat Book 13, Page  
36,Public Records of Palm Beach County, Florida, More particularly described as  
follows:

Beginning at the Northeast corner of Lot 25, Block 2, Said Donora Park; Thence,

South 00 Degree 00 Minutes 07 Seconds East Line of Said Lot 25 and  
Southernly Extension Thereof, Distance of 278.22 FT To The Easterly Right Of  
Way Line Of Boutwell Road; Thence,

Northwesternly, Along Said Right-Of Way, Along The Arc of A Curve Concave To  
The Southwestern, Having A Central Angle Of 02 Degree 45 Minutes 43  
Seconds, A Radius of 1297.57 Feet, A Distance Of 62.55 Feet; Thence,

Continuing Along Said Right -Of -Way Line, North 18 Degrees 44 Minutes 12  
Seconds West, A Distance Of 232.04 Feet To A Point In The North Line Of Lot  
22, Block 2, Said Donora Park' Thence,

South 89 Degree 15 Minutes 00 Seconds East, Along Said North Line And  
Easterly Extension There Of, A Distance Of 93.19 Feet to the Point of Beginning.

Comcast has found that we have No Objection to your request to the

Abandonment of the 10' Public Utilities Easement with the understanding the Owner of the purchased property will be financially responsible for 100% of the Comcast Cable Plant to be relocated out of the said existing Utility Easement, As shown on the Palm Beach County Plats and into the Right-Of-Way Along Boutwell Rd.

This move will be contingent upon receiving full payment prior to any work rendered.

Should you have any questions, please feel free to call me at 561-454-5866 or email at [aaron\\_neely@cable.comcast.com](mailto:aaron_neely@cable.comcast.com).

Sincerely,



  
**COMCAST**

Aaron. Neely Construction Tech III  
10435 Ironwood Rd . Palm Beach Gardens FL 33410  
Desk: 561. 454. 5866 and Fax 561. 454. 5899

## LEGAL DESCRIPTION

A PORTION OF A 10 FOOT UTILITY EASEMENT TO BE ABANDONED LYING NORTH AND SOUTH, OVER, UNDER AND ACROSS BLOCK 2, DONORA PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 13, PAGE 36, PALM BEACH COUNTY, FLORIDA, PUBLIC RECORDS; SAID PORTION OF AN EASEMENT TO BE ABANDONED MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING THE WEST 5 FEET OF LOT 26 AND LOTS 31 THROUGH 36, SAID PLAT OF DONORA PARK AS RECORDED IN PLAT BOOK 13, PAGE 36, PALM BEACH COUNTY, FLORIDA, PUBLIC RECORDS; AND THE EAST 5 FEET OF LOT 25 AND LOTS 14 THROUGH 20, SAID PLAT OF DONORA PARK, LYING EAST OF THE EAST RIGHT-OF-WAY LINE OF BOUTWELL ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 977, PAGES 293 THROUGH 296, AND OFFICIAL RECORDS BOOK 1891, PAGES 102 THROUGH 104, PALM BEACH COUNTY, FLORIDA, PUBLIC RECORDS.

SAID PORTION OF EASEMENT TO BE ABANDONED CONTAINING 2648 SQUARE FEET MORE OR LESS.

THIS IS NOT A SURVEY

MARCH 31, 2014

**DRAWING #14-010AE**

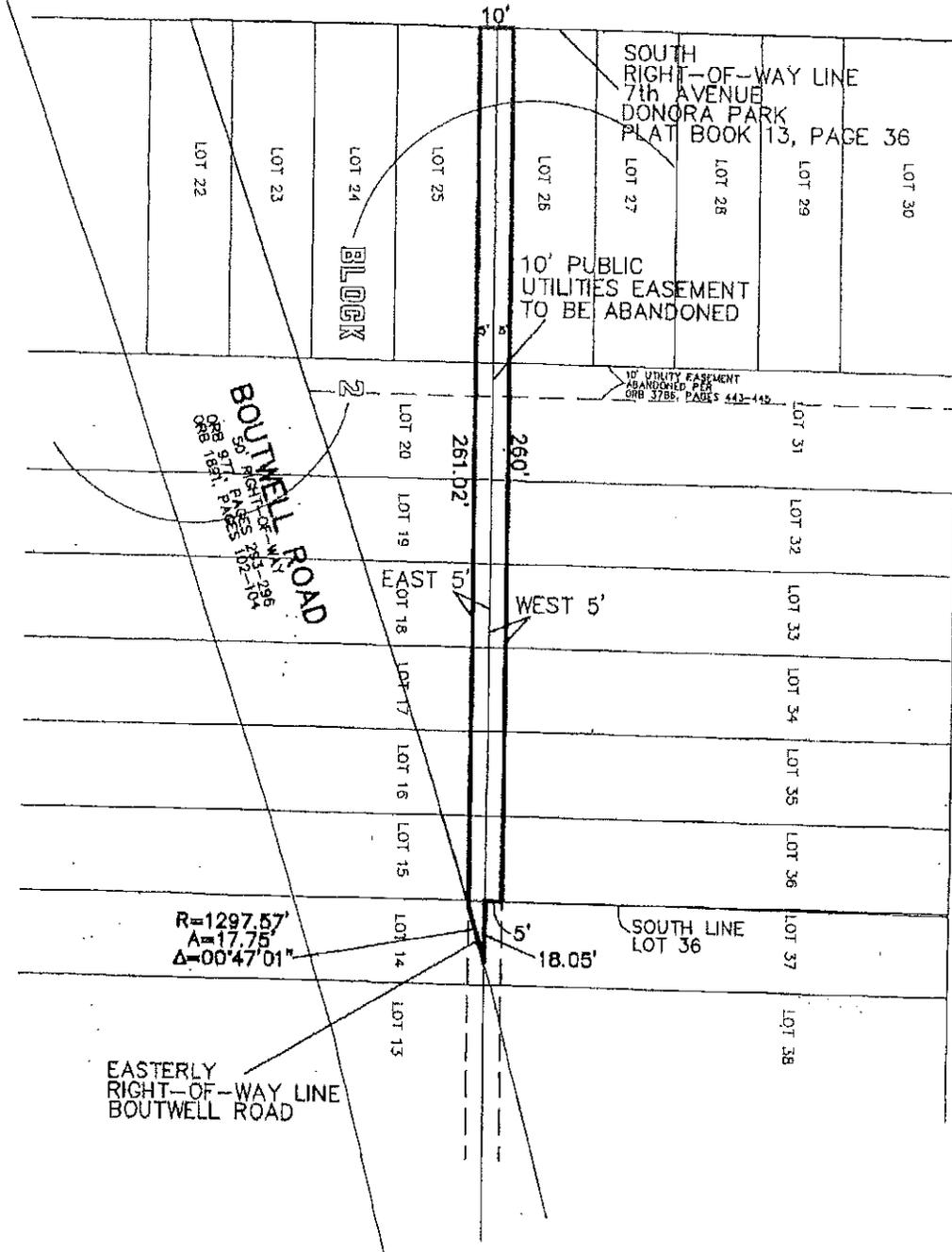
RONALD E. STOTLER  
PROFESSIONAL SURVEYOR AND MAPPER  
CERTIFICATE NO. 5026  
STATE OF FLORIDA

**MAGELLAN SURVEYING & MAPPING, INC.**

PROFESSIONAL LAND SURVEYORS  
LICENSED BUSINESS - 7571  
450 S. OLD DIXIE HIGHWAY, SUITE 10  
JUPITER, FLORIDA 33458

561-746-8745

FAX 561-746-9632 E-mail [info@MAGELLANSURVEYING.COM](mailto:info@MAGELLANSURVEYING.COM)



THIS IS NOT A SURVEY

MARCH 31, 2014

DRAWING #14-010AE

**MAGELLAN SURVEYING & MAPPING, INC.**  
 PROFESSIONAL LAND SURVEYORS  
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 450 S. OLD DIXIE HIGHWAY, SUITE 10  
 JUPITER, FLORIDA 33458  
 561-746-8745 FAX 561-746-9632 E-mail Info@MAGELLANSURVEYING.COM

RONALD E. STOTLER  
 PROFESSIONAL SURVEYOR AND MAPPER  
 CERTIFICATE NO. 5028  
 STATE OF FLORIDA

*Partial Payment*

MELROSE SUPPLY & SALES CORP.  
271 E. OAKLAND PARK BLVD.  
FORT LAUDERDALE, FL 33334

CAPITAL BANK

2625  
63-1176  
670

Security Features  
Included.  
Details on back.



DOLLARS

PAY *Forty One Hundred ~~41~~ / 100*

TO THE  
ORDER OF

*COMAST*

DATE	CHECK NUMBER	
<i>5-8-14</i>	<i>2625</i>	<i>4100.00</i>

*50% DEPOSIT*

*Day*

⑈002625⑈ ⑆067011760⑆⑆105200116406⑈

COPY



# INVOICE

10435 Ironwood Road  
 Palm Beach Gardens Fl. 33410 Attn:  
 Construction Dept.

0

**Customer Information:**

Name: Melrose Irrigation Supply & Sal  
 Contact: Pete Ganci  
 Job Title:  
 Address: E Corner of N 7th & Boutwell R  
 City St Zip: Lake Worth 33461  
 Phone: 561-588-2027  
 Fax: 561-582-9419

DATE: 3/11/2014

Project No. 3044Melrose

COPY

Description : Coax & fiber Relocate

QUANTITY	CIFA#	PART#	DESCRIPTION:	UNIT PRICE	AMOUNT
<b>MATERIALS</b>					<b>\$1,558.36</b>
692			.700 Cable Aerial		
6			.700 Pin Connectors		
2			Adapter 90 Degree		
2			Adapter 90 Degree 3"		
2			Terminator, Long Pin		
5			Fiber Storage Loops 16"		
2895			Fiber 12ct		
25			Lashing Staps		
8			Fiber Splices		
1			Cable Cleaner		
4			Heat Shrink		
2			Lashing Wire,		
					<b>\$ 5,743.03</b>
692			Overlash Additional Coax Cable		
2632			Aerial Wreck Out		
2895			Overlash Fiber		
2			Lash Fiber Splice Enclosure		
2632			Delash/Relash Fiber		
8			Splice Fiber (per fushion 1-9)		
2			Fiber Enclosure Re-Entry		
5			Lash Fiber Storage Loops Aerial		
<b>Hourly Charges</b>					
6			Supervisor With Pick Up		
6			Splicer with Bucket Truck		
6			Ground Pers/Labor		
6			Fiber Splicer w/ Van/Tools Night		

Any Questions? Contact:

Anthony Springsteel 772-321-3425

WPB Construction Supervisor

SUBTOTAL

\$ 7,301.39

TAX on materials

\$93.50

Admin. Fees

861.45

Make check payable to: COMCAST

10435 Ironwood Rd. Palm Beach Gardens, Fl 33410 (attn: Construction Dept)

**TOTAL**

**\$ 8,256.35**

## LEGAL DESCRIPTION

A PORTION OF A 10 FOOT UTILITY EASEMENT TO BE ABANDONED LYING NORTH AND SOUTH, OVER, UNDER AND ACROSS BLOCK 2, DONORA PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 13, PAGE 36, PALM BEACH COUNTY, FLORIDA, PUBLIC RECORDS; SAID PORTION OF AN EASEMENT TO BE ABANDONED MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SAID PORTION OF EASEMENT TO BE ABANDONED CONTAINING 2648 SQUARE FEET MORE OR LESS.

THIS IS NOT A SURVEY

MARCH 31, 2014

DRAWING #14-010AE

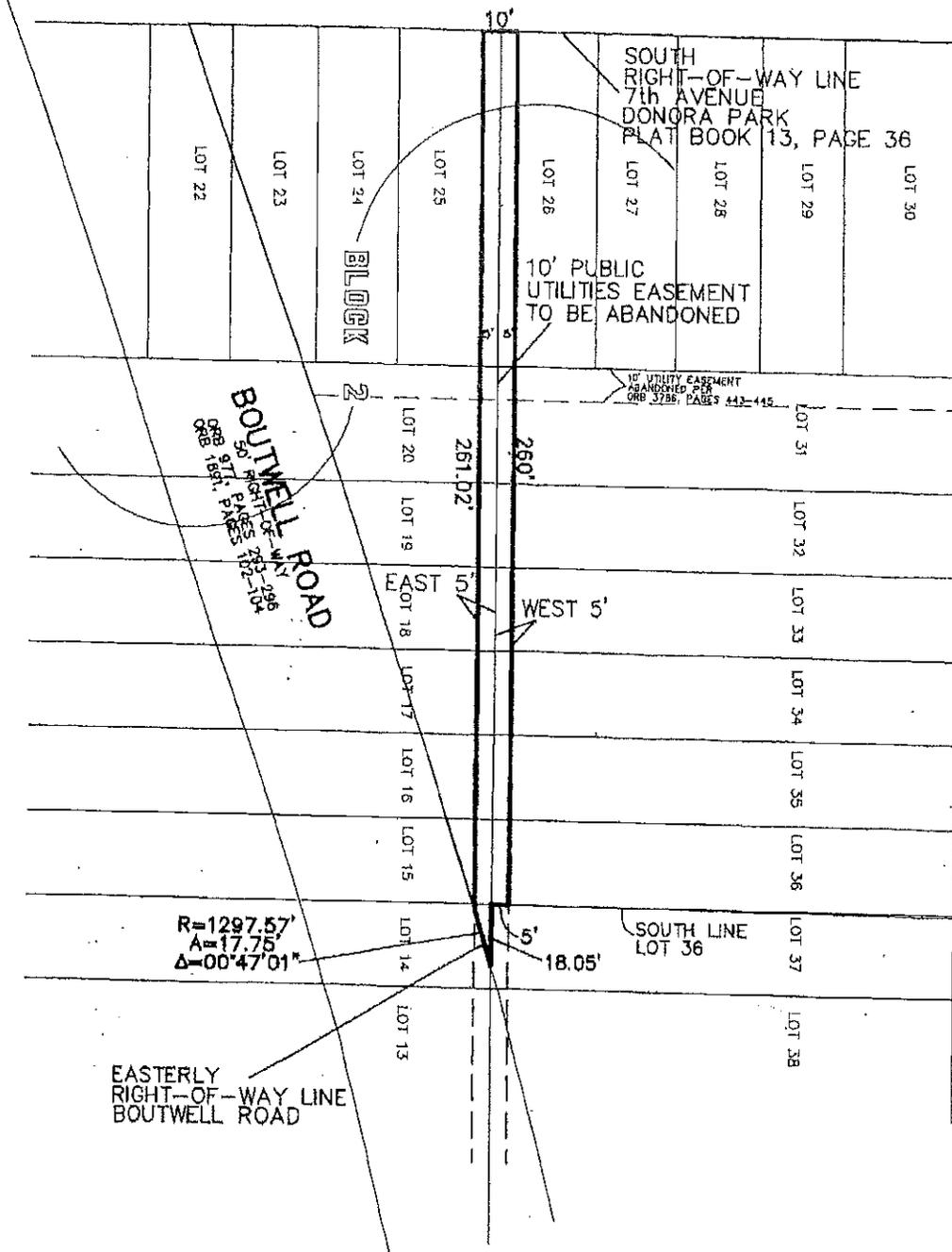
RONALD E. STOTLER  
PROFESSIONAL SURVEYOR AND MAPPER  
CERTIFICATE NO. 5026  
STATE OF FLORIDA

**MAGELLAN SURVEYING & MAPPING, INC.**

PROFESSIONAL LAND SURVEYORS  
LICENSED BUSINESS - 7571  
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FAX 561-746-9632 E-mail [info@MAGELLANSURVEYING.COM](mailto:info@MAGELLANSURVEYING.COM)



THIS IS NOT A SURVEY

MARCH 31, 2014

DRAWING #14-010AE

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Pgs 0577 - 578; (2pgs)

# 58,800.00  
# 411.60

This is now a Certified Copy

IN THE CIRCUIT COURT OF THE 15<sup>TH</sup>  
JUDICIAL CIRCUIT, IN AND FOR PALM  
BEACH COUNTY, FLORIDA

CASE NO.: 502010CA023353MBXXXX (AV)

ANCHOR COMMERCIAL BANK,  
A Florida banking corporation,

Plaintiff,

vs.

FERNANDO MARTINEZ, a/k/a  
FERNANDO LUIS MARTINEZ,  
THE UNKNOWN SPOUSE OF  
FERNANDO MARTINEZ;  
AMERICAN EXPRESS BANK, PSB,

Defendants.

FILED  
2011 SEP - 1 PM 2:54  
SHARON R. BOCK, CLERK  
PALM BEACH COUNTY, FL  
CIRCUIT CIVIL 1

**CERTIFICATE OF TITLE**

The undersigned, SHARON BOCK, Clerk of the Court, certifies that she executed and filed  
a Certificate of Sale in this action on the **AUG 17 2011**, for the property described  
herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in Palm Beach County, Florida:

**Parcel 1**  
**LOTS 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 AND 36, IN  
BLOCK 2, LESS THE RIGHT-OF-WAY FOR  
BOUTWELL ROAD, AS SHOWN ON DONORA PARK,  
ACCORDING TO THE PLAT THEREOF, AS  
RECORDED IN PLAT BOOK 13, PAGE 36, OF THE  
PUBLIC RECORDS OF PALM BEACH COUNTY,  
FLORIDA**

This is not a certificate

**Parcel 2**

BEING A PART OF BLOCK 2, DONORA PARK, AS RECORDED IN PLAT BOOK 13, PAGE 36, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 25, BLOCK 2, SAID DONORA PARK; THENCE,

SOUTH 00 DEGREES 00 MINUTES 07 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 25 AND SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 278.22 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF BOUTWELL ROAD; THENCE,

NORTHWESTERLY, ALONG SAID RIGHT-OF-WAY, ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A CENTRAL ANGLE OF 02 DEGREES 45 MINUTES 43 SECONDS, A RADIUS OF 1297.57 FEET, A DISTANCE OF 62.55 FEET; THENCE,

CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 18 DEGREES 44 MINUTES 12 SECONDS WEST, A DISTANCE OF 232.04 FEET TO A POINT IN THE NORTH LINE OF LOT 22, BLOCK 2, SAID DONORA PARK; THENCE,

SOUTH 89 DEGREES 15 MINUTES 00 SECONDS EAST, ALONG SAID NORTH LINE AND EASTERLY EXTENSION THEREOF, A DISTANCE OF 93.19 FEET TO THE POINT OF BEGINNING.

was sold to: ANCHOR COMMERCIAL BANK, A FLORIDA BANKING CORPORATION, WHOSE ADDRESS IS 10025 RCA CENTER DRIVE, SUITE 101, PALM BEACH GARDENS, FL 33410  
WITNESS my hand and seal of the Court on September 1st, 2011.

(Court Seal)



SHARON BOCK  
Clerk of the Circuit Court

By:   
Deputy Clerk

JOSE A. MANRIQUE

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39--2014

RESOLUTION NO. 39-2014 OF THE CITY OF LAKE WORTH, FLORIDA, PROVIDING FOR THE ABANDONMENT OF A 10 FOOT UTILITY EASEMENT LYING NORTH AND SOUTH, OVER, UNDER AND ACROSS BLOCK 2, DONORA PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 13 PAGE 36 OF PALM BEACH COUNTY PUBLIC RECORDS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the utility easement described below is no longer needed by the public as a utility easement;

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

Section 1. The following described utility easement:

A PORTION OF A 10 FOOT UTILITY EASEMENT TO BE ABANDONED LYING NORTH AND SOUTH. OVER, UNDER AND ACROSS BLOCK 2, DONORA PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 13, PAGE 36, PALM BEACH COUNTY. FLORIDA, PUBLIC RECORDS; SAID PORTION OF AN EASEMENT TO BE ABANDONED MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SAID PORTION OF EASEMENT TO BE ABANDONED CONTAINING 2648 SQUARE FEET MORE OR LESS.

is hereby abandoned.

48 Section 2. The Clerk is hereby directed to cause this Resolution to be recorded  
49 in the Public Records of Palm Beach County, Florida, to evidence this  
50 abandonment.

51  
52 Section 3. This Resolution shall become effective immediately upon its  
53 passage.

54  
55 The passage of this Resolution was moved by Commissioner \_\_\_\_\_,  
56 seconded by Commissioner \_\_\_\_\_, and upon being put to vote, the vote was  
57 as follows:

- 58
- 59 Mayor Pam Triolo
- 60 Vice Mayor Scott Maxwell
- 61 Commissioner Christopher McVoy
- 62 Commissioner Andy Amoroso
- 63 Commissioner John Szerdi
- 64

65 The Mayor thereupon declared this Resolution duly passed and adopted  
66 on the 19<sup>th</sup> day of August, 2014.

67  
68

LAKE WORTH CITY COMMISSION

69  
70  
71  
72

By: \_\_\_\_\_  
Pam Triolo, Mayor

73  
74  
75

76 ATTEST:

77  
78

79 \_\_\_\_\_  
80 Pamela J. Lopez, City Clerk

81  
82  
83



## CITY OF LAKE WORTH

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

**AGENDA DATE:** August 19, 2014, Regular Meeting

**DEPARTMENT:** Community Sustainability

---

### **EXECUTIVE BRIEF**

#### **TITLE:**

Ordinance No. 2014-22 - First Reading and First Public Hearing - amend Land Development Regulations (LDR's) and schedule the second public hearing date for September 9, 2014

#### **SUMMARY:**

The Ordinance amends six (6) Articles in the LDR's: General Provisions, Administration, Zoning Districts, Development Standards, and Supplemental Regulations as well as revises the permitted use table, public noticing table and review authority table.

#### **BACKGROUND AND JUSTIFICATION:**

On August 6, 2013 the City of Lake Worth adopted Chapter 23 – Land Development Regulations of the Code of Ordinances. The LDRs include six (6) articles governing all development within the city. As implementation of the new code progresses, several definitions, review authority table, notice requirements, permitted uses and the sign code need to be further clarified and edited. These changes re housekeeping in nature with the exception of the Article 4 Bed and Breakfast Inn which improves the Standards for this use.

On August 6, 2014 the Planning & Zoning Board at its regularly scheduled meeting discussed the amendments to the LDRs and voted 7-0 to recommend approval to the City Commission.

The Historic Resources Preservation Board at its regularly scheduled meeting of July 16, 2014 reviewed the amendments to the LDRs and voted 5-0 to recommend approval to the City Commission.

#### **MOTION:**

I move to approve/disapprove Ordinance No. 2014-22 on first reading and schedule the second public hearing date for September 9, 2014.

#### **ATTACHMENT(S):**

Fiscal Impact Analysis – not applicable  
P&Z Board and HRPB Staff Reports  
P&Z Board and HRPB Draft Minutes  
Ordinance No. 2014-22



**City of Lake Worth**  
**Department for Community Sustainability**  
**Planning, Zoning and Historic Preservation Division**  
1900 Second Avenue North- Lake Worth, Florida 33461 · Phone: 561-586-1687

**MEMORANDUM DATE:** July 31, 2014

**AGENDA DATE:** August 6, 2014

**TO:** Members of the Planning & Zoning Board

**RE:** Land Development Regulations (LDRs)

**FROM:** William Waters, Director  
Maxime Ducoste, Planning and Preservation Manager  
Department for Community Sustainability

**TITLE:** PZB/HRPB Project Number 14-02900002: Consideration of recommendation to the City Commission concerning proposed amendments to Chapter 23 (Land Development Regulations) of the Lake Worth Code of Ordinances

**BACKGROUND AND JUSTIFICATION:**

On August 6, 2013 the City of Lake Worth adopted Chapter 23 – Land Development Regulations of the Code of Ordinances. The LDRs include six (6) articles governing all development within the city. They are Article I – General Provisions, Article II – Administration, Article III – Zoning Districts, Article IV – Development Standards, Article V – Supplemental Regulations, and Article VI – Environmental Regulations. Article II contains an approval authority table as well as a noticing table. Article III provides a permitted use table. Article V includes a revamped Historic Preservation Ordinance and Article VI contains the Landscape Code.

As implementation of the new code progresses, several definitions, the review authority table, notice requirements, permitted uses and the sign code require clarification and edits/additions to provide consistency, improve understanding and facilitate implementation as well as address issues that are arisen over the past year. Attachment 1 of this report includes the proposed ordinance and a highlight/strike-thru version of those sections of the code and permitted use table which are proposed to be amended.

In this round of amendments, we are proposing to amend the following sections: Article 1 – General Provisions, Section 23.2-12 – Definitions; Article 2 – Administration, Section 23.2-4 – Department for community sustainability, Section 23.2-6 – Site plan review committee, Section 23.2-9 – Summary Illustration of authority, Section 23.2-13 – Staff review, Section 23.2-16 – Quasi judicial procedures, Section 23.2-28 – Administrative adjustment/Administrative use permits, Section 23.2-29 – Conditional use permits; Article 3 – Zoning districts, Section 23.3-6 – Permitted use table, Section 23.3-13 – Mixed use east, Section 23.3-18 – Mixed use west, Section 23.3-19 – Transit oriented development east, Section 23.3-20 – Transit oriented development west; Article 4 – Development standards, Section 23.3-30 – FEC corridor overlay, Section 23.4-10 – Off-street parking, Section 23.4-13 – Medium and high intensity conditional uses; and Article 5 – Supplemental regulations, Section 23.5-1 – Signs, Section 23.5-3 – Nonconformities.



**City of Lake Worth**  
**Department for Community Sustainability**  
**Planning, Zoning and Historic Preservation Division**  
1900 Second Avenue North- Lake Worth, Florida 33461 · Phone: 561-586-1687

In joint workshops conducted in April, 2014, The Planning and Zoning Board (PZB) and Historic Resource Preservation Board reviewed these preliminary proposed amendments but staff acknowledges that a less liberal approach is preferable at this time. As such, we have scaled back the amendments appropriately.

After consideration from July 16, 2014 Historic Resource Preservation Board (HRPB) meeting, we made some changes to the Bed and Breakfast section of the proposed amendments. In paragraph 7, we removed the limit of commercial social events. In paragraph 10, we reconsidered making the resident manager requirement less restrictive. Instead, we are proposing that a responsible manager shall be available at all time. In paragraph 11, we removed the requirement that the property shall be homestead. The first hearing of the ordinance before the City Commission is tentatively scheduled for the regularly scheduled meeting on August 19, 2014.

**POTENTIAL MOTION:**

I MOVE TO RECOMMEND/NOT RECOMMEND DENY PZB/HRPB 14-02900002: Proposed amendments to Chapter 23 (Land Development Regulations) of the Lake Worth Code of Ordinances.

**ATTACHMENTS:**

Proposed Ordinance No. 2014-XX Amendments to Chapter 23 (Land Development Regulations) – Inclusive of Attachments A through S



**City of Lake Worth**  
**Department for Community Sustainability**  
**Planning, Zoning and Historic Preservation Division**  
1900 Second Avenue North- Lake Worth, Florida 33461 · Phone: 561-586-1687

**MEMORANDUM DATE:** July 2, 2014

**AGENDA DATE:** July 16, 2014

**TO:** Members of the Historic Resources Preservation Board

**RE:** Land Development Regulations (LDRs)

**FROM:** William Waters, Director  
Maxime Ducoste, Planning and Preservation Manager  
Department for Community Sustainability

**TITLE:** PZB/HRPB Project Number 14-02900002: Consideration of recommendation to the City Commission concerning proposed amendments to Chapter 23 (Land Development Regulations) of the Lake Worth Code of Ordinances

**BACKGROUND AND JUSTIFICATION:**

On August 6, 2013 the City of Lake Worth adopted Chapter 23 – Land Development Regulations of the Code of Ordinances. The LDRs include six (6) articles governing all development within the city. They are Article I – General Provisions, Article II – Administration, Article III – Zoning Districts, Article IV – Development Standards, Article V – Supplemental Regulations, and Article VI – Environmental Regulations. Article II contains an approval authority table as well as a noticing table. Article III provides a permitted use table. Article V includes a revamped Historic Preservation Ordinance and Article VI contains the Landscape Code.

As implementation of the new code progresses, several definitions, the review authority table, notice requirements, permitted uses and the sign code require clarification and edits/additions to provide consistency, improve understanding and facilitate implementation as well as address issues that are arisen over the past year. Attachment 1 of this report includes the proposed ordinance and a highlight/strike-thru version of those sections of the code and permitted use table which are proposed to be amended.

In this round of amendments, we are proposing to amend the following sections: Article 1 – General Provisions, Section 23.2-12 – Definitions; Article 2 – Administration, Section 23.2-4 – Department for community sustainability, Section 23.2-6 – Site plan review committee, Section 23.2-9 – Summary Illustration of authority, Section 23.2-13 – Staff review, Section 23.2-16 – Quasi judicial procedures, Section 23.2-28 – Administrative adjustment/Administrative use permits, Section 23.2-29 – Conditional use permits; Article 3 – Zoning districts, Section 23.3-6 – Permitted use table, Section 23.3-13 – Mixed use east, Section 23.3-18 – Mixed use west, Section 23.3-19 – Transit oriented development east, Section 23.3-20 – Transit oriented development west; Article 4 – Development standards, Section 23.3-30 – FEC corridor overlay, Section 23.4-10 – Off-street parking, Section 23.4-13 – Medium and high intensity conditional uses; and Article 5 – Supplemental regulations, Section 23.5-1 – Signs, Section 23.5-3 – Nonconformities.



**City of Lake Worth**  
**Department for Community Sustainability**  
**Planning, Zoning and Historic Preservation Division**  
1900 Second Avenue North- Lake Worth, Florida 33461 · Phone: 561-586-1687

In joint workshops conducted in April, 2014, The Planning and Zoning Board (PZB) and Historic Resources Preservation Board reviewed these preliminary proposed amendments but staff acknowledges that a less liberal approach is preferable at this time. As such, we have scaled back the amendments appropriately. The first hearing of the ordinance before the City Commission is tentatively scheduled for the regularly scheduled meeting on August 19, 2014.

**POTENTIAL MOTION:**

I MOVE TO RECOMMEND/NOT RECOMMEND DENY PZB/HRPB 14-02900002: Proposed amendments to Chapter 23 (Land Development Regulations) of the Lake Worth Code of Ordinances.

**ATTACHMENTS:**

Proposed Ordinance No. 2014-XX Amendments to Chapter 23 (Land Development Regulations) – Inclusive of Attachments A through S

rather be distinguished from the existing wall; that differentiation could be minimal, such as inches; and that a waiver was requested in order to allow the extension of the existing wall

- Mr. Ducoste: Responded to question of open exterior access by stating that attempt to use the addition as a rental would be regulated by Business Tax Receipt
  - Mr. Waters: Responded that the suite was used for in-law space; that Staff review concluded that differentiating along a plane of the extension would be more detrimental to the appearance than to
- c. Applicant Comments: Robert Morrison
- Stated that visibility of a differentiation would be minimal; addressed the preference to maintain the existing exterior stairwell; and stated that the plan for the house was to move his mother to the first floor and then to use second floor for his personal use.
- d. Public Comments:
- Loretta Sharpe, S Palmway. Stated that project was in her neighborhood; stated that the house would not be visible because the landscaping would be so lush; and that she felt confident that the neighborhood would approve of the changes
- e. **Action:** Motion by Mr. Robinson with second by Mr. Zoellner that the Board approve HRPB 14-00100129 subject to the Staff recommended Conditions of Approval; and a Condition of Approval that a vertical control joint be added to the design to create a visual separation of the new addition from the existing structure.
- Discussion of the Motion: Stair was nice; request to add Condition of Approval that a vertical control joint be added to the design to distinguish new from old
- Vote:** Ayes: Mr. Zoellner; Mr. Robinson; Mr. Blackman; Ms. Just; and Mr. Engel  
Nays: None
- Motion carried five (5) to zero (0).
3. PZB/HRPB 14-02900002 Consideration of a City-initiated request to consider proposed changes to Chapter 23, Land Development Regulations and Permitted Use Table of the Lake Worth Code of Ordinances
- a. Mr. Staff Comments: Mr. Waters
- Introduced LDRs; revisions provided an explanation of use categories; additional conditions placed on certain use types; threshold of approval for uses permitted by right include changes from 5,000 sq ft to 2500; changes giving Staff greater flexibility when considering uses not listed; clarification of changes to Article 2, Administration; review of changes to regulations effecting properties along FEC corridor.
  - Reviewed changes regulating bed and breakfast (B&B) establishments within historic districts and single family residential districts; stated that there would be no parking exemption allowed within single family residential districts; he stated regulations would apply to new B&B establishments; stated that existing B&Bs had been established by a conditional approval process, addressed Special Events for B&Bs and new regulations would not apply unless existing establishments proposed expansion or significant change to an established bed and breakfast facility.
  - He also addressed Board questions regarding community residences and reasonable accommodation

- b. Board Comments: Request for clarification of community residences and parking requirements; discussion of convenient store classification as medium intensity retail uses; discussion of changes to proposed language to strike B&B homestead clause; and availability of manager or 24/7 contact for management on record with the City; and residency requirement in relation to taxes related to homestead exemptions 1:35:00
- c. Ms. Alterman: Advised the Board that the language would be evaluated further
- d. Public Comments:
- Loretta Sharpe, S. Palmway: Stated that she had been contacted by a realtor who was interested in the Birthday Cake House as a potential B&B; that a discussion with Staff had addressed the code deficiency related to B&Bs in single family residential districts; that P&Z Board Chair, and B&B owner John Rinaldi, had spoken about B&Bs at a meeting when he should have recused himself from the discussion; and that she supported the changes
  - Ms. Alterman: Advised the Board that Mr. Rinaldi had not recused himself from a discussion on B&Bs because the proposed changes did not affect his property; and that a B&B was owner run
- e. **Action:** Motion made by Ms. Just with a second by Mr. Zoellner to recommend approval to the City Commission; of strike language regarding homestead exemption requirement; modification of language on 10; clarification of convenient store language  
**Vote:** Ayes: Mr. Zoellner; Mr. Robinson; Mr. Blackman; Ms. Just; and Mr. Engel.  
Nays: None  
Motion carried five (5) to zero (0).

G. Unfinished Business

- None
6. Planning Issues: Mr. Waters
- Stated that Ms. Christensen had made it safely in her move to California; and that there were negotiations underway to fill her position
7. Public Comments:
- Rebecca Henson: 818 N Palmway: Stated that she had received a letter about a project in her neighborhood.
  - Staff advised Ms. Henson that the project had been re-scheduled to the August meeting
8. Departmental Reports: Mr. Waters
- that FY 2015 budget had been presented to the Commission; that departmental revenues were up; and that the business license portion was moving through the budget approval process
9. Board Member Comments:
- Mr. Blackman: Welcomed Mr. Engel to the Board and requested that he introduce himself
  - Mr. Engel: Stated that he held an Architectural Degree from the University of Wisconsin/Milwaukee; that he had been involved in architecture and urban planning; that previously, he held a position as the City of Lake Worth Urban Designer and Historic Preservationist; that he now worked for REG, Architects as the Senior Project Manager; that his favorite project was his involvement with the restoration of the old (West Palm Beach) Court

b. PZB/HRPB 14-02900002 City-Initiated Request to Consider proposed changes to Chapter 23, Land Development Regulations and Permitted Use Table of the Lake Worth Code of Ordinances.

1. Staff Comments: Mr. Ducoste

- Stated that final paragraph summarized the changes made since the Board's last review of the item; provided a summary of the changes which included changes to Bed and Breakfast (B&B process)

2. Board Questions/Comments: Discussion of changes to text as previously reviewed by HRPB and clarification that the P&Z Board was reviewing the text with the changes; discussion of B&B process for a property representative to be accessible not present; whether a corporation could homestead a property; homestead of a business meant that the City would gain fewer tax dollars; discussion of comments made at public meeting regarding establishing a B&B in a Single Family Residential/historic district; clarification of how motion to be worded to address revisions; and discussion that communities that had several B&Bs were B&B destinations and could market together and attract tourists

3. Board Attorney Comments: Ms. Alterman: Advised the Board that it was possible to reside at a location and have a corporation; that other municipalities did not require a homestead status, but required owner established responsibility or owner occupied 00:09:48

- Mr. Waters: Stated that it was possible to set up a partnership or LLC; that the owner of the house leased the property back to the corporation; that the described process allowed for homestead; identified components of process in West Palm Beach; advised the Board that the motion would include a reconsideration of the item with the changes presented; stated that B&Bs were currently allowed within a number of districts mixed use zoning districts; and that the changes were made to allow B&Bs to be established within residential zoning districts

4. Public Comment: None

5. **Action:** Motion made by Mr. Rice with a second by Mr. Marotta that the Board vote to recommend to the Commission approval of the reconsideration of PZB/HRPB 14-02900002: proposed amendments as discussed to Chapter 23 (Land Development Regulations) of the Lake Worth Code of Ordinances.

**Vote:** Ayes: Mr. Rinaldi; Mr. Rice; Mr. Humm; Mr. Sherwin; Mr. Marotta; Ms. Brown; and Mr. Zacks

Nays: None

Motion carried seven (7) to zero (0).

F. Unfinished Business:

G. New Business:

6. Planning Issues:

- Offer made to Community Planner position; Historic Preservation Coordinator position had been filled
- Addressed open positions in Building Division
- Discussed pending Planning projects

2 ORDINANCE NO. 2014-22 OF THE CITY COMMISSION OF LAKE WORTH,  
3 FLORIDA, AMENDING CHAPTER 23 LAND DEVELOPMENT REGULATIONS  
4 OF THE CODE OF ORDINANCES TO ADOPT MINOR REVISIONS TO THE  
5 CITY LAND DEVELOPMENT REGULATIONS BY AMENDING ARTICLE 1  
6 GENERAL PROVISIONS, DIVISION 2, SECTION 23.1-12 DEFINITIONS;  
7 ARTICLE 2, DIVISION 1, SECTION 23.2-4 DEPARTMENT FOR COMMUNITY  
8 SUSTAINABILITY; ARTICLE 2, DIVISION 1, 23.2-6 SITE PLAN REVIEW  
9 COMMITTEE; ARTICLE 2, DIVISION 1 SECTION 23.2-9, SUMMARY  
10 ILLUSTRATIVE AUTHORITY; ARTICLE 2, DIVISION 2, SECTION 2-13 STAFF  
11 REVIEW; ARTICLE 2, DIVISION 2, SECTION 2.2-16 QUASI-JUDICIAL  
12 PROCEDURES; ARTICLE 2, DIVISION 3, SECTION 23.2-28  
13 ADMINISTRATIVE ADJUSTMENTS/ADMINISTRATIVE USE PERMITS;  
14 ARTICLE 2, DIVISION 3, SECTION 23.2-29 CONDITIONAL USE PERMITS;  
15 ARTICLE 2, DIVISION 3, SECTION 23.2-30 SITE PLAN REVIEW; ARTICLE 3,  
16 DIVISION 1, SECTION 23.3-6 PERMITTED USE TABLE; ARTICLE 3,  
17 DIVISION 1, SECTION 23.3-13 MU-E-MIXED USE DISTRICT; ARTICLE 3,  
18 DIVISION 1, SECTION 23.3-18 MU-W MIXED USE-WEST DISTRICT;  
19 ARTICLE 3, DIVISION 1, SECTION 23.3-19 TOD-E TRANSIT ORIENTED  
20 DEVELOPMENT-EAST; ARTICLE 3, DIVISION 1, SECTION 23.3-20 TOD-W  
21 TRANSIT ORIENTED DEVELOPMENT-WEST; ARTICLE 3, DIVISION 1,  
22 SECTION 23.3-30 FEC CORRIDOR OVERLAY; ARTICLE 4, SECTION 23.4-10  
23 OFF-STREET PARKING; CHAPTER 23, ARTICLE 5, SECTION 23.4-13,  
24 MEDIUM AND HIGH INTENSITY CONDITIONAL USES; ARTICLE 5,  
25 SECTION 23.5-1 SIGNS; ARTICLE 5, SECTION 23.5-3 NONCONFORMITIES;  
26 PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT,  
27 CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.

28 WHEREAS, the City of Lake Worth, Florida (the "City") is a duly  
29 constituted municipality having such power and authority conferred upon it by  
30 the Florida Constitution and Chapter 166, Florida Statutes; and

31  
32 WHEREAS, the City adopted a new Chapter 23 Land Development  
33 Regulations of the code of ordinances on August 6, 2013; and

34  
35 WHEREAS, the City's implementation of the new Land Development  
36 Regulations has pointed to the advisability of certain minor modifications to  
37 improve clarity and administration; and

38  
39 WHEREAS, on August 6, 2014 the Planning and Zoning Board, in its  
40 capacity as the local planning agency, recommended approval of these  
41 changes as consistent with the Comprehensive Plan; and

42  
43 WHEREAS, on July 16, 2014 the Historic Resources Preservation  
44 Board, in its capacity as the local planning agency for historic districts,  
45 recommended approval of these changes as consistent with the  
46 Comprehensive Plan; and

47 WHEREAS, the City Commission has reviewed the recommended  
48 amendments, the recommendation of the Planning and Zoning Board, and the  
49 recommendation of the Historic Resources Preservation Board, and has  
50 determined that the amendments set forth herein are in the best interest of the  
51 public health, safety, and welfare of the City and its residents and serve a valid  
52 public purpose.

53

54 NOW, THEREFORE BE IT ORDAINED BY THE CITY COMMISSION OF THE  
55 CITY OF LAKE WORTH, FLORIDA, that:

56

57 Section 1. The foregoing recitals are hereby affirmed and incorporated herein.

58

59 Section 2. Chapter 23, Article 1, Division 2, Section 23.1-12, Definitions are  
60 amended by adding the words and figures shown in underlined type and  
61 deleting the words and figures struck through as indicated in exhibit A.

62

63 Section 3. Chapter 23, Article 2, Division 1, Section 23.2-4, Department for  
64 Community Sustainability is amended by adding the words shown in underlined  
65 type and deleting the words struck through as indicated in exhibit B.

66

67 Section 4. Chapter 23, Article 2, Division 1, Section 23.2-6, Site Plan Review is  
68 amended by adding the words shown in underlined type and deleting the words  
69 shown as struck through as indicated in exhibit C.

70

71 Section 5. Chapter 23, Article 2, Division 1, Section 23.2-9, Summary  
72 Illustration of Authority, is amended by adding the words and figures shown in  
73 underlined type and deleting the words and figures shown as struck through as  
74 indicated in exhibit D.

75

76 Section 6. Chapter 23, Article 2, Division 2, Section 23.2-13, Staff Review is  
77 amended by adding the words shown in underlined type and deleting the words  
78 struck through as indicated in exhibit E.

79

80 Section 7. Chapter 23, Article 2, Division 2, Section 23.2-16, Quasi-Judicial  
81 Procedures, is amended by adding the words shown in underlined type and  
82 deleting the words struck through as indicated in exhibit F.

83

84 Section 8. Chapter 23, Article 2, Division 3, Section 23.2-28, Administrative  
85 Adjustments/ Administrative Use Permits is amended by adding the words  
86 shown in underlined type and deleting the words struck through as indicated in  
87 exhibit G.

88

89 Section 9. Chapter 23, Article 2, Division 3, Section 23.2-29, Conditional Use  
90 Permits Administrative Adjustments/ Administrative Use Permits is amended by  
91 adding the words shown in underlined type and deleting the words struck  
92 through as indicated in exhibit H.

93 Section 10. Chapter 23, Article 2, Division 3, Section 23.2-30, Site Plan Review  
94 is amended by adding the words shown in underlined type and deleting the  
95 words struck through as indicated in exhibit I.

96  
97 Section 11. Chapter 23, Article 3, Division 1, Section 23.3-6, Permitted Use  
98 Table is amended by adding the words and figures shown in underlined type  
99 and deleting the words and figures struck through as indicated in exhibit J.

100  
101 Section 12. Chapter 23, Article 3, Division 3, Section 23.3-13, MU-E Mixed Use-  
102 East is amended by adding the words and figures shown in underlined type as  
103 indicated in exhibit K.

104  
105 Section 13. Chapter 23, Article 3, Division 3, Section 23.3-18, MU-W Mixed  
106 Use-West is amended by adding the words and figures shown in underlined  
107 type as indicated in exhibit L.

108  
109 Section 14. Chapter 23, Article 3, Division 3, Section 23.3-19, TOD-E Transit  
110 Oriented Development-East is amended by adding the words and figures  
111 shown in underlined type as indicated in exhibit M.

112  
113 Section 15. Chapter 23, Article 3, Division 3, Section 23.3-20, TOD-W Transit  
114 Oriented Development-West is amended by adding the words and figures  
115 shown in underlined type and deleting the words struck through as indicated in  
116 exhibit N.

117  
118 Section 16. Chapter 23, Article 3, Division 1, Section 23.3-30 FEC Corridor  
119 Overlay Review is amended by adding the words shown in underlined type and  
120 deleting the words struck through as indicated in exhibit O.

121  
122 Section 17. Chapter 23, Article 4, Section 23.4-10, Off-Street Parking is  
123 amended by adding the words and figures shown in underlined type and  
124 deleting the words struck through as indicated in exhibit P.

125  
126 Section 18. Chapter 23, Article 4, Section 23.4-13, Medium and High Intensity  
127 Conditional Uses is amended by adding the words and figures shown in  
128 underlined type and deleting the words struck through as indicated in exhibit Q.

129  
130 Section 19. Chapter 23, Article 5, Section 23.5-1, Signs is amended by adding  
131 the words and figures shown in underlined type and deleting the words struck  
132 through as indicated in exhibit R.

133  
134 Section 20. Chapter 23, Article 5, Section 23.5-3 Nonconformities is amended  
135 by adding the words shown in underlined type and deleting the words and  
136 figures struck through as indicated in exhibit S.

137  
138 Section 21. If any provision of this Ordinance or the application thereof to any  
139 person or circumstance is held invalid, the invalidity shall not affect other

140 provisions or applications of the Ordinance which can be given effect without  
141 the invalid provision or application, and to this end the provisions of this  
142 Ordinance are declared severable.

143

144 Section 22. All Ordinances or parts of Ordinances in conflict herein are hereby  
145 repealed.

146

147 Section 23. All Exhibits of this Ordinance shall be codified.

148

149 Section 24. This Ordinance shall become effective ten (10) days after passage.

150

151 The passage of this Ordinance on first reading was moved by  
152 Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and  
153 upon being put to a vote, the vote was as follows:

154

155 Mayor Pam Triolo  
156 Vice Mayor Scott Maxwell  
157 Commissioner Christopher McVoy  
158 Commissioner Andy Amoroso  
159 Commissioner John Szerdi

160

161 The Mayor, thereupon declared this Ordinance duly passed on first  
162 reading on the 19<sup>th</sup> day of August, 2014.

163

164 The passage of this ordinance on second reading was moved by  
165 Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_,  
166 and upon being put to a vote, the vote was as follows:

167

168 Mayor Pam Triolo  
169 Vice Mayor Scott Maxwell  
170 Commissioner Christopher McVoy  
171 Commissioner Andy Amoroso  
172 Commissioner John Szerdi

173

174 The Mayor thereupon declared this Ordinance duly passed and  
175 enacted on the 9<sup>th</sup> day of September, 2014.

176

177

178 LAKE WORTH CITY COMMISSION

179

180 By: \_\_\_\_\_  
181 Pam Triolo, Mayor

182 ATTEST:

183

184 \_\_\_\_\_  
185 Pamela J. Lopez, City Clerk

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EXHIBIT A

Chapter 23

ZONING

\*\*\*

ARTICLE 1 GENERAL PROVISIONS, DIVISION 2, SECTION 23.2-12 DEFINITIONS

Amended by adding the words and figures shown in underline type and deleting the words and figures crossed through.

*Altered:* For sign code purposes, shall mean change in sign copy, sign faces or repainting of sign(s), etc.

*Auto service and repair, minor:* A business providing brake repairs, tire repair and installation, air conditioning service, muffler replacement, oil changes and transmission repair not including repairs to the drive train or requiring the removal of the engine block, drive train or other major engine components.

*Automotive/Vehicular Uses:* Any activity involving the provision of services or sales and dealing with any type of automobile and motorized vehicle. For the purposes of these LDRs, automotive/vehicular activities shall be divided into Low Intensity or less than 2,500 ~~5,000~~ sq. ft., which are generally approved as administrative land uses, Medium Intensity or less than 7,500 sq. ft., which are generally approved as conditional land uses, or High Intensity or 7,500 or more sq. ft., which are generally approved as conditional land uses. Refer to Permitted Use Table Article III – Section 23.3-6 for ~~specific~~ uses allowed within the City’s zoning districts.

*Commercial Uses:* Any activity involving the sale of goods or services. For the purposes of these LDRs, commercial uses shall be divided into Low Intensity or less than 2,500 ~~5,000~~ sq. ft., which generally are approved at a staff level (either permitted by right or as an administrative use permit); Medium Intensity or less than 7,500 sq. ft., which generally are approved as administrative land uses; or High Intensity or 7,500 or more sq. ft., which generally are approved ~~through a~~ as conditional land uses. Refer to Permitted Use Table Article III – Section 23.3-6 for ~~specific~~ uses allowed within the City’s zoning districts.

*Cultural & Artisanal Arts Uses:* Any activity involving cultural and/or artisanal arts activities. For the purposes of these LDRs, cultural and artisanal arts uses shall be divided into Low Intensity or less than 2,500 ~~5,000~~ sq. ft., which generally are approved at a staff level (either permitted by right or as an administrative use permit); Medium Intensity or less than 7,500 sq. ft., which generally are approved as administrative land uses; or High Intensity or 7,500 sq. ft. or more, which generally are approved ~~through a~~ as conditional land uses. Refer to Permitted Use Table Article III – Section 23.3-6 for ~~specific~~ uses allowed within the City’s zoning districts.

*Freestanding sign:* A detached sign, including any sign supported by uprights or braces placed upon or in or supported by the ground and not attached to any building, and does not include a pole sign or pylon sign. Freestanding sign is commonly referred to as a monument sign.

239 High-intensity automotive/vehicular uses: These are retail sales uses that typically generate  
240 high volumes of customer traffic, to include the following and those that are substantially  
241 similar or related:

- 242 Automobile body shops.
- 243 Automobile filling stations.
- 244 Automotive towing services and storage yards.
- 245 Automobile service and repair-major.
- 246 Automotive sales and rentals.
- 247 Boat sales and rentals.
- 248 Parking facilities.
- 249 Transit facilities.
- 250 Transportation services.

251  
252 High-intensity cultural arts and artisanal uses: These are cultural arts and artisanal uses  
253 that typically generate high volumes of customer traffic, to include the following and those  
254 that are substantially similar or related:

- 255 Artisanal manufacturing.
- 256 Commissary kitchens.
- 257 Performing arts facilities.
- 258 Recording studios.
- 259 Television production studios.

260  
261 High-intensity commercial uses: These are commercial uses that typically generate high  
262 volumes of customer traffic, to include the following and those that are substantially similar  
263 or related:

- 264 Bars /clubs with live entertainment.
- 265 Banks, with drive throughs.
- 266 Cold storage.
- 267 Credit unions, with drive throughs.
- 268 Hotels.
- 269 Indoor commercial recreation.
- 270 Mini warehouses.
- 271 Motels.
- 272 Outdoor commercial recreation.
- 273 Restaurants, with drive throughs or high turnover.
- 274 Savings and loan institutions, with drive throughs.
- 275 Check cashing establishments.
- 276 Warehouse facilities.
- 277 Western Union or similar company.
- 278 Wholesale and distribution facilities.

279  
280 ~~High-intensity financial institutions, without drive-through facilities:~~ Financial institutions to  
281 ~~include the following and those that are substantially similar or related:~~

- 282 ~~Banks.~~
- 283 ~~Credit unions.~~
- 284 ~~Savings and loan institutions.~~
- 285 ~~Check cashing establishments.~~
- 286 ~~Western Union or similar company.~~

287  
288 High-intensity industrial uses: These are industrial sales uses that typically generate high  
289 volumes of customer traffic, to include the following and those that are substantially similar  
290 or related:

- 291 Building and construction trades/contractors with or without outdoor storage
- 292 Boat repair and maintenance

- 293 Equipment rental and storage
- 294 Factories
- 295 Fabrication, manufacturing, processing facilities
- 296 Microbreweries
- 297 Plant nurseries
- 298 Recycling processing center
- 299 Regional distribution center
- 300 Storage outdoor and indoor
- 301 Utility facilities

302

303 High-intensity institutional uses: These are institutional uses that typically generate high  
304 volumes of customer traffic, to include the following and those that are substantially similar  
305 or related:

- 306 Colleges and universities
- 307 Day care centers
- 308 Hospitals
- 309 Museums
- 310 Schools
- 311 Places of worship

312

313 High-intensity offices uses: These are commercial office uses that typically generate high  
314 volumes of customer traffic, to include the following and those that are substantially similar  
315 or related:

- 316 Administrative/professional services
- 317 Business services
- 318 Call center
- 319 Governmental administrative office
- 320 Health clinics/urgent care
- 321 Medical offices
- 322 Outpatient clinics

323

324 High-intensity personal services uses: These are personal services uses that typically  
325 generate high volumes of customer traffic, to include the following and those that are  
326 substantially similar or related:

- 327 Ballroom/banquet/meeting rooms
- 328 Dry cleaners
- 329 Exercise gyms/studios
- 330 Gymnastics studios/training facilities
- 331 Large household appliance repair
- 332 Music and dance studios

333

334 High-intensity public uses: These are public uses that typically generate high volumes of  
335 customer traffic, to include the following and those that are substantially similar or related:

- 336 Amphitheaters
- 337 Community Gardens
- 338 Recreation public outdoor or indoor
- 339 Recreation park
- 340 Sports arenas

341

342 High-intensity retail uses: These are retail sales uses that typically generate high volumes  
343 of customer traffic, to include the following and those that are substantially similar or  
344 related:

- 345 Cellular phone store
- 346 Convenience store

- 347 Drive through facilities
- 348 Drug store full service
- 349 Grocery store
- 350 Home improvement center
- 351 Single destination retail
- 352 Vehicular sales

353  
354 ~~*High-intensity sales uses:* These are retail sales uses that typically generate high volumes~~  
355 ~~of customer traffic, to include the following and those that are substantially similar or~~  
356 ~~related:~~

- 357 ~~Cellular phone store.~~
- 358 ~~Convenience store.~~
- 359 ~~Grocery store.~~
- 360 ~~Home improvement center.~~
- 361 ~~Vehicular sales.~~

362  
363 *High-intensity specialty uses:* These are specialty uses that typically generate high volumes  
364 of customer traffic, to include the following and those that are substantially similar or  
365 related:

- 366 Adult establishments
- 367 Cemetery/mausoleum
- 368 Flea markets
- 369 Mobile food vending courts
- 370 Outdoor farmer's market
- 371 Private clubs
- 372 Shooting ranges

373  
374 High-intensity uses. Those uses that have the potential of generating high levels of  
375 vehicular or pedestrian traffic, noise or other adverse impacts based on the nature of the  
376 activity, hours of operation, extent of use or size. For the purposes of this Code, projects  
377 involving 7,500 sq. ft. or more are considered high intensity and are generally approved as  
378 conditional land uses. In addition, any use allowed under the high-intensity use level may  
379 be assumed to be allowed at the medium- intensity use level if it meets the square foot  
380 threshold for medium-intensity use and may be generally approved as an administrative  
381 land use or conditional land use as determined by the Development Review Official.

382  
383 *Industrial Uses:* Any activity involving manufacture, fabrication, assembly, distribution,  
384 disposal, recycling, storage, warehousing or bulk storage, trucking and/or equipment  
385 facilities. For the purposes of these LDRs, industrial uses shall be divided into Low  
386 Intensity or less than 2,500 ~~5,000~~ sq. ft., which generally are approved ~~at a staff level~~ as  
387 administrative uses; Medium Intensity or less than 7,500 sq. ft., which generally are  
388 approved as administrative land uses or as conditional land uses; or High Intensity or 7,500  
389 or more sq. ft., which generally are approved ~~through a~~ as conditional land uses. Refer to  
390 Permitted Use Table Article III - Section 23.3-6 for ~~specific~~ uses allowed within the City's  
391 zoning districts.

392  
393 *Institutional Uses:* A nonprofit, educational, religious or public use, such as a house of  
394 worship, library, public or private school, hospital or government owned or operated  
395 building, structure or land used for public purpose. For the purposes of these LDRs,  
396 institutional uses shall be divided into Low Intensity or less than 2,500 ~~5,000~~ sq. ft., which  
397 generally are approved at a staff level (either permitted by right or as an administrative use  
398 permit); Medium Intensity or less than 7,500 sq. ft., which generally are approved as  
399 administrative land uses; or High Intensity or 7,500 or more sq. ft., which generally are

400 approved through a as conditional land uses. Refer to Permitted Use Table Article III -  
401 Section 23.3-6 for specific uses allowed within the City's zoning districts.

402

403 *Intensity of Use:*

404 Low – less than 2,500 ~~5,000~~ sf

405 Medium – less than 7,500 sf

406 High – 7,500 or more sf

407

408 Low-intensity automotive/vehicular uses: These are automotive/vehicular uses that typically  
409 do not generate high volumes of customer traffic, to include the following and those that are  
410 substantially similar or related:

411 Automobile charging station

412 Automotive parts sales

413 Motorcycle/motor scooter rentals

414 Special interest automotive dealer, no outdoor storage

415 Vehicle broker, no outdoor storage

416

417 Low-intensity cultural arts and artisanal uses: These are cultural arts and artisanal uses  
418 that typically do not generate high volumes of customer traffic, to include the following and  
419 those that are substantially similar or related:

420 Artisan studio

421 Arts and crafts studio/gallery

422 Art gallery

423 Ceramics studio without kiln

424 Craft galleries

425 Bakery

426 Custom jewelry fabrication/studio

427 Galleries

428 Photography studio/gallery

429 Pottery shop/studio/gallery

430 Recording studio

431 Sculpture studio/gallery

432 Stained glass studio/gallery

433 Stationery/paper printing/engraving studio

434

435 Low-intensity commercial uses: These are commercial uses that typically do not generate  
436 high volumes of customer traffic, to include the following and those that are substantially  
437 similar or related:

438 Coffee shop

439 Dry cleaning or laundry drop-off services

440 Restaurants low turn over

441 Safe deposit establishments

442 Single destination commercial

443 Stock, bond, and other brokerage establishments

444 Trust companies

445

446 Low-intensity industrial uses: These are industrial uses that typically do not generate high  
447 volumes of customer traffic, to include the following and those that are substantially similar  
448 or related:

449 Small scale building and construction trades/contractors/manufacturing without  
450 outside storage yards

451 Small scale fabrication services excluding retail display and sales

452 Small scale manufacturing excluding retail display and sales

453 Small scale manufacturing/fabrication with retail display and sales

454 Small scale processing excluding retail display and sales  
455 Small scale processing including retail display and sales  
456 Garment/clothing/apparel manufacturing  
457 Medical and dental laboratories

458  
459 Low-intensity institutional uses: These are institutional uses that typically do not generate  
460 high volumes of customer traffic, to include the following and those that are substantially  
461 similar or related:

462 Environmental nature centers  
463 Museum

464  
465 Low-intensity financial institutions: Financial institutions to include the following and those  
466 that are substantially similar or related:

467 Safe deposit establishments  
468 Stock, bond, and other brokerage establishments  
469 Trust companies

470  
471 Low-intensity offices uses: These are commercial office uses that typically do not generate  
472 high volumes of customer traffic, to include the following and those that are substantially  
473 similar or related:

474 Administrative/professional services non medical  
475 Contractor office no outdoor/indoor storage  
476 Home occupation  
477 Management office

478  
479 Low-intensity personal services uses: These are personal services uses that typically do  
480 not generate high volumes of customer traffic, to include the following and those that are  
481 substantially similar or related:

482 Barber's shop  
483 Beauty parlor/salon/esthetician/make-up artist  
484 Clothing alterations  
485 Day spa  
486 Exercise gyms/studios  
487 Holistic health care facilities  
488 Licensed tanning salons  
489 Nail salon  
490 Personal training/gym/studio  
491 Pet grooming  
492 Shoe repair  
493 Tailor/dressmaker/milliner  
494 Watch/clock/watch repair

495  
496 Low-intensity public uses: These are public uses that typically do not generate high  
497 volumes of customer traffic, to include the following and those that are substantially similar  
498 or related:

499 Nature/foot/bicycle trail  
500 Pocket parks  
501 Picnic facilities/play grounds/passive recreation/restrooms  
502 Public or private nature preserves  
503 Recreation park (passive) less than two (2) acres

504  
505 Low-intensity retail uses: These are retail sales uses that typically do not generate high  
506 volumes of customer traffic, to include the following and those that are substantially similar  
507 or related:

- 508 Card shop
- 509 Drug stores and pharmacies
- 510 Dry goods and notions stores
- 511 Flower shops
- 512 Gift boutiques
- 513 Key shops
- 514 Hardware stores no outdoor storage
- 515 Hobby shops
- 516 Paint and wallpaper stores
- 517 Special product food stores, including:
  - 518 Bakeries
  - 519 Butcher shops
  - 520 Candy shops
  - 521 Gourmet shops, including wine and cheese
  - 522 Health food stores
  - 523 Produce markets
- 524 Stationery/paper shop
- 525 Sundry shop
- 526 Ticket agencies, entertainment
- 527 Ticket agencies, transportation
- 528 Tobacco shops
- 529 Travel agencies

530  
531 ~~*Low-intensity sales uses:* These are retail sales uses that typically do not generate high~~  
532 ~~volumes of customer traffic, to include the following and those that are substantially similar~~  
533 ~~or related:~~

- 534 ~~Dry goods and notions stores.~~
- 535 ~~Flower shops.~~
- 536 ~~Key shops.~~
- 537 ~~Hardware stores.~~
- 538 ~~Paint and wallpaper stores.~~
- 539 ~~Ticket agencies, entertainment.~~
- 540 ~~Ticket agencies, transportation.~~
- 541 ~~Tobacco shops.~~
- 542 ~~Travel agencies.~~
- 543 ~~Drug stores and pharmacies.~~
- 544 ~~Special product food stores, including:~~
  - 545 ~~Bakeries.~~
  - 546 ~~Butcher shops.~~
  - 547 ~~Candy shops.~~
  - 548 ~~Gourmet shops, including:~~
    - 549 ~~Wine and cheese.~~
    - 550 ~~Health food stores.~~
    - 551 ~~Produce markets.~~

552  
553 ~~*Low-intensity specialty uses:* These are specialty sales uses that typically do not generate~~  
554 ~~high volumes of customer traffic, to include the following and those that are substantially~~  
555 ~~similar or related:~~

- 556 Essential services
- 557 Open space conservation area
- 558 Private club
- 559 Special interest automobile dealership indoor only
- 560 Water conservation area

561

562 Low-intensity uses. Those uses that have the potential of generating low levels of  
563 vehicular or pedestrian traffic, noise or other adverse impacts based on the nature of the  
564 activity, hours of operation, extent of use, or size. For the purposes of these LDRs, projects  
565 involving less than 2,500 sq. ft. are considered low intensity and are generally approved by  
566 the Development Review Official or as administrative land uses.  
567

568 Medium-intensity automotive/vehicular uses: These are automotive/vehicular uses that  
569 typically generate moderate volumes of customer traffic, to include the following and those  
570 that are substantially similar or related:

- 571 Automobile charging facility/station
- 572 Automotive filling station
- 573 Automobile lubrication establishment
- 574 Automobile rust proofing and undercoating establishments
- 575 Automobile tune up establishments
- 576 Automobile washing establishments attended and unattended
- 577 Automobile washing and polishing establishments
- 578 Automobile parts sales
- 579 Boat docks and boat lifts
- 580 Bus charter services
- 581 Limited dockage
- 582 Limousine rentals w/drivers
- 583 Motorcycle/motor scooter rentals
- 584 Parking facilities
- 585 Parking lots public and private
- 586 Recreational vehicle sales and service
- 587 Sightseeing buses
- 588 Special interest automobile dealership
- 589 Tire/rim sales and services
- 590 Tourism related trades
- 591 Transitional parking facility
- 592 Vehicle broker
- 593

594 Medium-intensity cultural arts and artisanal uses: These are cultural arts and artisanal uses  
595 that typically generate moderate volumes of customer traffic, to include the following and  
596 those that are substantially similar or related:

- 597 Artisan foods
- 598 Artisanal manufacturing/fabrication/processing
- 599 Artisan studio
- 600 Arts and crafts studio
- 601 Art gallery
- 602 Bakery
- 603 Book binding
- 604 Ceramics studio with kiln
- 605 Commissary kitchen
- 606 Culinary arts
- 607 Custom jewelry studio
- 608 Indoor motion picture studio/cinema/theatre
- 609 Microbrewery with or without sales
- 610 Performing arts center/theatre
- 611 Perfumery
- 612 Photography studio
- 613 Pottery shop/studio
- 614 Recording studio
- 615 Sculpture studio with kiln

616 Stationery/engraver/printer

617

618 Medium-intensity commercial uses: These are commercial uses that typically generate  
619 moderate volumes of customer traffic, to include the following and those that are  
620 substantially similar or related:

621 Bars with live entertainment

622 Bed and breakfast inns

623 Catering/caterer

624 Contactor (office only, no outdoor storage yards)

625 Contractor (office with outdoor storage yards)

626 Dry cleaners

627 Eating and drinking establishments, without drive through

628 Extended stay hotel/motel

629 Financial institution, without drive through

630 Hotels/motels

631 Indoor commercial recreation

632 Laundromat self service

633 Linen service/uniform service

634 Printing services

635 Restaurants – medium turn over

636 Sandwich shops and snack bars

637 Safe deposit establishments

638 Social service centers

639 Stand alone commercial

640 Stock, bond, and other brokerage establishments

641 Storage lockers

642 Take out restaurants

643 Trust companies

644 Veterinary offices without kennels

645

646 Medium-intensity industrial uses: These are industrial uses that typically generate  
647 moderate volumes of customer traffic, to include the following and those that are  
648 substantially similar or related:

649 Aquaculture/hydroponic farming

650 Auction house with or without outdoor storage

651 Building and construction trades/contractors with or without outdoor storage

652 Boat repair and maintenance

653 Cabinetry manufacturing

654 Cleaning and maintenance services

655 Disinfecting and exterminating services

656 Distillery

657 Equipment rental and storage

658 Factories

659 Fabrication, manufacturing, processing facilities excluding retail displays and sales

660 Furniture stripping/finishing/refinishing

661 Furniture manufacturing

662 Garment/clothing/apparel manufacturing

663 Import/export business

664 Landscaping contractors with or without storage yards

665 Lawn/Garden/Tree maintenance services

666 Mail delivery services

667 Medical/biotech/pharmaceutical manufacturing and distribution

668 Microbreweries with or without sales

669 Packaging and labeling services

- 670 Plant nurseries (with or without sales)
- 671 Recycling processing center
- 672 Regional distribution center
- 673 Steam and pressuring cleaning services
- 674 Storage outdoor and indoor
- 675 Utility facilities
- 676 Vintner/Winery

677  
678 Medium-intensity institutional uses: These are institutional uses that typically generate  
679 moderate volumes of customer traffic, to include the following and those that are  
680 substantially similar or related:

- 681 Botanical research and education
- 682 Colleges and universities (satellite campus)
- 683 Day care center
- 684 Marine research and education
- 685 Museums
- 686 Nursing homes/assisted living facilities/retirement homes
- 687 Places of Worship
- 688 Welcome centers

689  
690 Medium-intensity offices uses: These are commercial office uses that typically generate  
691 moderate volumes of customer traffic, to include the following and those that are  
692 substantially similar or related:

- 693 Administrative/professional services (non medical)
- 694 Business incubation office
- 695 Business services
- 696 Call center
- 697 Outpatient clinics/medical office
- 698 Governmental administrative office
- 699 Interior design studio with sales
- 700 Kitchen/millwork design studio

701  
702 Medium-intensity personal services uses: These are personal services uses that typically  
703 generate moderate volumes of customer traffic, to include the following and those that are  
704 substantially similar or related:

- 705 Barber's shop
- 706 Beauty parlor/salon/esthetician/make-up artist
- 707 Clothing alterations
- 708 Day spa
- 709 Exercise gyms/studios
- 710 Holistic health care facilities
- 711 Licensed tanning salons
- 712 Martial arts studios
- 713 Music/dance studios
- 714 Nail salon
- 715 Personal training/gym/studio
- 716 Pet grooming
- 717 Physical fitness studios/facilities (group, multi-client services)
- 718 Shoe repair
- 719 Small household appliance repair
- 720 Social service centers
- 721 Tailor/dressmaker/milliner
- 722 Tattoo studio/body art/piercing
- 723 Watch/clock/watch repair

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Medium-intensity public uses: These are public uses that typically generate moderate volumes of customer traffic, to include the following and those that are substantially similar or related:

- Amphitheaters - less than 250 seats
- Community gardens
- Concession stands in conjunction with recreational facilities
- Light utility facility services
- Recreation public (indoor) without team sports facilities
- Recreation public (outdoor) without team sports facilities

Medium-intensity retail uses: These are retail sales uses that typically generate moderate volumes of customer traffic, to include the following and those that are substantially similar or related:

- Convenience stores
- Drug stores/pharmacies limited service
- Dry goods and notions stores
- Eating and drinking establishments, without drive through
- Flower shops.
- Grocery store
- Hardware stores
- Home improvement center
- Key shops
- Paint and wallpaper stores
- Produce market
- Single destination retail
- Specialty retail
- Special product food stores, including:
  - Bakeries
  - Butcher shops
  - Candy shops
  - Gourmet shops, including wine and cheese
  - Health food stores
  - Produce markets
- Stand alone retail
- Sundry shop
- Ticket agencies, entertainment
- Ticket agencies, transportation
- Tobacco shops
- Travel agencies

Medium-intensity specialty uses: These are retail sales uses that typically generate moderate volumes of customer traffic, to include the following and those that are substantially similar or related:

- Cemetery/mausoleum (public or private)
- Private club
- Radio Television broadcasting studios without communication towers
- Special interest automobile dealership
- Temporary help marshalling and dispatch services
- Non-motorized recreational equipment rental
- Outdoor farmer's market
- Flea market
- Mobile food vending courts

778 Medium-intensity uses. Those uses that have the potential of generating moderate levels  
779 of vehicular or pedestrian traffic, noise or other adverse impacts based on the nature of the  
780 activity, hours of operation, extent of use or size. For the purposes of this Code, projects  
781 involving less than 7,500 sq. ft. and more than 2,499 sq.ft. are considered medium intensity  
782 and are generally approved as administrative land uses or as conditional land uses. In  
783 addition, any use allowed under the medium-intensity use level may be assumed to be  
784 allowed at the low-intensity use level if it meets the square foot threshold for low-intensity  
785 use and may be generally approved by the Development Review Official or as an  
786 administrative land use as determined by the Development Review Official.

787  
788 *Office Uses:* Buildings and areas used primarily for conducting the affairs of a business,  
789 profession, service, industry, government, or like activity, and may include ancillary  
790 services for office workers such as a restaurant, coffee shop, or child care facilities. For  
791 the purposes of these LDRs, office uses shall be divided into Low Intensity or less than  
792 2,500 ~~5,000~~ sq. ft., which generally are approved at a staff level (either permitted by right or  
793 as an administrative use permit); Medium Intensity or less than 7,500 sq. ft., which  
794 generally are approved as administrative land uses; or High Intensity or 7,500 or more sq.  
795 ft., which generally are approved ~~through a~~ as conditional land uses. Refer to Permitted  
796 Use Table Article III - Section 23.3-6 for ~~specific~~ uses allowed within the City's zoning  
797 districts.

798  
799 *Personal Service Uses:* Establishments primarily engaged in providing services involving  
800 the care of a person or personal goods or apparel, including the following: laundry cleaning  
801 and garment services, garment pressing, linen supply, diaper service, coin operated  
802 laundries, dry cleaning plants, carpet and upholstery cleaning, beauty shops, barber shops,  
803 shoe repair, and health clubs and those uses that are substantially similar or related. For  
804 the purposes of these LDRs, personal service uses shall be divided into Low Intensity or  
805 less than 2,500 ~~5,000~~ sq. ft., which generally are approved at a staff level (either permitted  
806 by right or as an administrative use permit); Medium Intensity or less than 7,500 sq. ft.,  
807 which generally are approved as administrative land uses; or High Intensity or 7,500 or  
808 more sq. ft., which generally are approved ~~through a~~ as conditional land uses. Refer to  
809 Permitted Use Table Article III - Section 23.3-6 for ~~specific~~ uses allowed within the City's  
810 zoning districts.

811  
812 Protected Land Use: For the purposes of these LDRs, a protected land use means a  
813 school (public or private, including pre-k through 12th grade), house of worship, child care  
814 facility, residential zoning district (including a mixed use district containing a residential  
815 component); cemetery, columbarium or mausoleum; public (P) district; Public Recreation  
816 and Open Space (PROS) district, Conservation (C) district and Beach and Casino district  
817 (BAC) except where the subject property is a preserved natural area not accessible to the  
818 general public that was legally established prior to the establishment of the applicable  
819 zoning district.

820  
821 *Public use:* The use of any land, water, or building by a public agency for a public service  
822 or purpose. Public uses shall be divided into Low Intensity or less than 2,500 ~~5,000~~ sq. ft.,  
823 which generally are approved at a staff level (either permitted by right or as an  
824 administrative use permit); Medium Intensity or less than 7,500 sq. ft., which generally are  
825 approved as administrative land uses; or High Intensity or 7,500 or more sq. ft., which  
826 generally are approved ~~through a~~ as conditional land uses. Refer to Permitted Use Table  
827 Article III – Section 23.3-6 for ~~specific~~ uses allowed within the City's zoning districts.

828  
829 *Retail sales uses:* Establishments engaged in selling goods or merchandise to the general  
830 public for personal or household consumption and rendering services incidental to the sale  
831 of goods. For the purposes of these LDRs, retail uses shall be divided into Low Intensity or

832 less than 2,500 ~~5,000~~ sq. ft., which generally are approved at a staff level (either permitted  
833 by right or as an administrative use permit); Medium Intensity or less than 7,500 sq. ft.,  
834 which generally are approved as administrative land uses; or High Intensity or 7,500 or  
835 more sq. ft., which generally are approved ~~through a~~ as conditional land uses. Refer to  
836 Permitted Use Table Article III - Section 23.3-6 for ~~specific~~ uses allowed within the City's  
837 zoning.

838  
839 *Retail-type business services:* Establishments providing services or entertainment, as  
840 opposed to products, to the general public for personal or household use, including eating  
841 and drinking places, hotels and motels, finance, real estate and insurance, personal  
842 service, motion pictures, amusement and recreation services, health, education and social  
843 services and those that are substantially similar or related. For the purposes of these  
844 LDRs, retail use activities shall be divided into Low Intensity or less than 2,500 ~~5,000~~ sq. ft.,  
845 Medium Intensity or less than 7,500 sq. ft. or High Intensity or 7,500 or more sq. ft.

846  
847 *Specialty use:* Specific uses that do not generally conform to the definition, intensity and/or  
848 intent as described for all other permitted uses. Specialty uses shall be divided into Low  
849 Intensity or less than 2,500 ~~5,000~~ sq. ft., which generally are approved at a staff level  
850 (either permitted by right or as an administrative use permit); Medium Intensity or less than  
851 7,500 sq. ft., which generally are approved as administrative land uses; or High Intensity or  
852 7,500 or more sq. ft., which generally are approved ~~through a~~ as conditional land uses.  
853 Refer to Permitted Use Table Article III- Section 23.3-6 for ~~specific~~ uses allowed within the  
854 City's zoning.

855  
856 *Vehicular/automotive uses:* Establishments engaged in selling and/or servicing vehicles to  
857 the general public and accessory uses incidental to vehicular sales and/or servicing. For  
858 the purposes of these LDRs, vehicular uses shall be divided into Low Intensity or less than  
859 2,500 ~~5,000~~ sq. ft., which generally are approved at a staff level (either permitted by right or  
860 as an administrative use permit); Medium Intensity or less than 7,500 sq. ft., which  
861 generally are approved as administrative land uses; or High Intensity or 7,500 or more sq.  
862 ft., which generally are approved ~~through a~~ as conditional land uses. Refer to Permitted  
863 Use Table Article III - Section 23.3-6 for ~~specific~~ uses allowed within the City's zoning  
864 districts.

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Exhibit B  
Chapter 23  
ZONING

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ARTICLE 2 ADMINISTRATION, DIVISION 1, SECTION 23.2-4 DEPARTMENT FOR  
COMMUNITY SUSTAINABILITY

Amended by adding the words shown in underline type and deleting the words crossed through.

Sec. 23.2-4. Department for community sustainability.

The department for community sustainability coordinates the comprehensive review and approval process of all development within the City of Lake Worth. The department through its planning, zoning and historic preservation division is responsible for the implementation, administration and interpretation of the LDRs.

- a) *Director for community sustainability.* The director for community sustainability is the staff person responsible for the overall operations and management of the department for community sustainability.
- b) *Development review official.* The development review official is the staff person responsible for the review and recommendation for ~~of~~ all applications for development permits regulated by the LDRs. The development review official makes the determination whether site plan review is required and if so whether it is a minor or major review. The development review official may also administratively adjust code provisions and regulations pursuant to specific authority of these LDRs. The development review official is also responsible for issuing written interpretations of these LDRs to applicants or other city departments.
- c) *Community planner.* The community planner serves as secretary and advisor to the planning and zoning board and is responsible for current and long range planning, review of proposed development applications, and maintaining and updating the city's comprehensive plan.
- d) *Preservation planning coordinator.* The preservation planning coordinator serves as secretary and advisor to the historic resources preservation board and is responsible for review of proposed development applications and certificates of appropriateness (COAs), administration of the city's certified local government (CLG) program, and maintaining and updating the city's historic resource survey.

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Exhibit C  
Chapter 23  
ZONING

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ARTICLE 2 ADMINISTRATION, DIVISION 1, SECTION 23.2-6 SITE PLAN REVIEW  
COMMITTEE

Amended by adding the words shown in underline type and deleting the words crossed through.

Sec. 23.2-6. Site plan review ~~committee~~ team.

- a) *Powers and duties.* The site plan review ~~committee~~ team reviews and makes technical recommendations to the Development Review Official for the following applications: annexation, abandonment, site plan approvals, planned developments and text amendments.
- b) *Membership.* The site plan review ~~committee~~ team members shall be members of the department for community sustainability and members of other departments as deemed appropriate by the city manager or the director for community sustainability, including but not limited to, the public services department, the utilities department and the police and fire agencies of the city.
- c) *Meetings.* The site plan review ~~committee~~ team shall meet on an as-needed basis to process applications within the time required by these LDRs and without undue delay. Special meetings may be called by the director for community sustainability. The meetings shall be noticed ~~and open to the public.~~ ~~The records of all proceedings and the basis for all findings shall be available to the city commission and the public.~~

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Exhibit D  
Chapter 23  
ZONING

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ARTICLE 2 ADMINISTRATION, DIVISION 1, SECTION 23.2-9 SUMMARY  
ILLUSTRATION OF AUTHORITY

Amended by adding the words and figures shown in underline type and deleting the words and figures crossed through.

Table 2-1. Review Authority Table

Types of Review, Applications, and Roles of Review Authorities							
Roles of Review Authorities							
Type of Permit Application	Staff	DRO	<u>SPR<u>C</u><del>I</del></u>	PZB	HRPB	CC	CCA
DRO = development review official; <u>SPR<u>C</u><del>I</del></u> = site plan review <u>committee team</u> ; PZB = planning and zoning board; HRPB = historic resources preservation board; CCA = circuit court of appeals; CC = city commission; HD = historic district; LM= landmark							
<i>Appeal of administrative decisions:</i> In general, applicants may appeal decisions made by staff or the DRO to the appropriate governing body within thirty (30) days of the official's written decision.							
Landmark designation - HD or individual property					Hearing/Recommend	Hearing/Decision	
Certificate of appropriateness (COA) - Administrative	Decision				Appeal		
Certificate of appropriateness (COA)- Board	Recommend				Hearing/Decision	Appeal	
Ad valorem tax abatement	Recommend				Hearing/Recommend	Hearing/Decision	
Conceptual review (non-binding)					Recommend		
<i>Planning and zoning approvals:</i> For the following applications:							
Zoning interpretatio	Decision			Appeal			

n							
Annexation - voluntary and involuntary			<u>Recommend Review</u>	Hearing/Recommend		Hearing/Decision	
Administrative use permit	Recommend	Decision		Appeal	Appeal		
Conditional use permit	Recommend			Hearing/Decision	Hearing/Decision	Appeal	
Variance (not available for use or density)	Recommend			Hearing/Decision	Hearing/Decision		Appeal
Proximity waiver (alcohol sales)	Recommend			Hearing/Recommend	Hearing/Recommend	Decision	
Planned development			<u>Recommend Review</u>				
Site plan approval-minor		Decision					
Site plan approval-major	Recommend		<u>Recommend Review</u>	Hearing/Decision	Hearing/Decision	Appeal	
Site design approval (as applicable)	Recommend			Hearing/Decision	Hearing/Decision	Hearing/Decision	Hearing/Decision
Sustainable bonus incentives	Recommend			Hearing/Decision	Hearing/Decision	Appeal	
Zoning map amendment (rezone)	Recommend			Hearing/Recommend	Hearing/Recommend	Decision	
Zoning text amendments	Recommend			Hearing/Recommend	Hearing/Recommend	Decision	
Comprehensive plan amendments				Hearing/Recommend	Hearing/Recommend	Decision	
Community appearance	Recommend			Hearing/Recommend	Hearing/Recommend	Decision	
Conceptual review (non-binding)				Recommend			

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The foregoing Table 2-1 is illustrative with the text being controlling in the event of conflict or ambiguity between the text of these LDRs and the table.

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Exhibit E  
Chapter 23  
ZONING

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ARTICLE 2 ADMINISTRATION, DIVISION 2, SECTION 23.2-13 STAFF REVIEW

Amended by adding the words shown in underline type and deleting the words crossed through.

Sec. 23.2-13. Staff review.

Once an application for development approval has been determined to be complete by the department for community sustainability, it shall be reviewed in accordance with the standards and requirements of these LDRs. Staff review shall be completed within ten (10) days of the determination of application completeness. Upon completion of the staff review, applications that can be approved administratively by city staff shall be finalized and the applicant notified. The applicant shall be notified in writing of the administrative determination and if it is for denial the notice shall include a citation to the legal authority that forms the basis for the denial. For all other applications city staff shall forward the application to the site plan review ~~committee~~ team or appropriate decisionmaking board for hearing in accordance with this article.

Exhibit F

Chapter 23

ZONING

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ARTICLE 2 ADMINISTRATION, DIVISION 2, SECTION 23.2-16 QUASI JUDICIAL PROCEDURES

Amended by adding the words Shown in underlined type and deleting the words crossed through.

Sec. 23.2-16. Quasi-judicial procedures.

a) *In general*. The provisions of this section apply to all quasi-judicial hearings held pursuant to these LDRs. Quasi-judicial hearings shall be conducted generally in accordance with the following order of presentation:

1. Disclosure of ex parte communications and personal investigations pursuant to subsection h below.
2. Presentation by city staff.
3. Presentation by the applicant.
4. Public comment.
5. Cross-examination by city staff.
6. Cross-examination by the applicant.
7. Cross-examination by the decisionmaking body.
8. Rebuttal by the applicant.
9. Closing of the public hearing.
10. Motion by the decisionmaking body with explanation.
11. Discussion among members of the decisionmaking body.
12. Action by the decisionmaking body and entry of specific findings. In the case of denials a citation shall be provided to the legal authority forming the basis of the denial.

The chairperson, upon motion, may change the order of presentation. Each party shall have the right to call and examine witnesses, to introduce exhibits into the record, to cross-examine opposing witnesses on any relevant matter, subject to the rules contained herein, and to rebut evidence.

b) *Sworn testimony*. The applicant, staff, and all participants requesting to speak shall be collectively sworn by oath or affirmation.

c) *Waiver by applicant*. The applicant may waive its right to an evidentiary hearing if it agrees with the staff recommendation and no one from the audience wishes to speak for or against the application. The decisionmaking body may then vote on the item, based upon the staff report and any other materials entered by staff from the official file into the record of the hearing.

d) *Decorum*. The chair shall keep order, and without requiring an objection, may direct a party conducting cross-examination to stop a particular line of questioning that merely harasses, intimidates or embarrasses the individual being cross-examined; is unduly repetitious and not relevant; or is beyond the scope of the testimony by the individual being cross-examined. If the party conducting the cross-examination continuously violates directions from the chair to end a line of questioning deemed irrelevant and merely designed to

- 1045 harass, intimidate or embarrass the individual, the chair may terminate the  
1046 cross-examination.
- 1047 e) *Affected parties.* Affected parties, as defined in section 23.1-12 (Definitions), (1)  
1048 shall be allowed to present evidence, to produced witnesses, and to cross-  
1049 examine witnesses produced by others; (2) may appeal final decisions of staff,  
1050 HRPB, planning and zoning board, or city commission; and (3) may file suit to  
1051 enforce the provisions of this article should the city fail or decline to do so.  
1052 Notwithstanding the foregoing; however, in any suit brought by an affected  
1053 party, the applicable circuit court shall determine whether the affected party has  
1054 the requisite standing to bring suit.
- 1055 f) *Deliberation.* After the presentations, and at the conclusion of any continuances,  
1056 the decisionmaking body shall deliberate on the application or appeal, as the  
1057 case may be. Once the decisionmaking body begins its deliberations no further  
1058 presentations or testimony shall be permitted except at the sole discretion of  
1059 the decisionmaking body. The decisionmaking body's decisions must be based  
1060 upon competent substantial evidence in the record.
- 1061 g) *Continuance.* The decisionmaking body may, on its own motion or at the request  
1062 of an applicant, continue the hearing to a fixed date, time and place. The  
1063 applicant shall have the right to one (1) continuance; however, all subsequent  
1064 continuances shall be granted at the sole discretion of the decisionmaking  
1065 body. Notwithstanding the foregoing, a continuance shall not be granted if to do  
1066 so would delay a decision on an appeal from the HRPB regarding a certificate  
1067 of appropriateness beyond the ninety-day requirement specified in section 23.2-  
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- 1069 h) *Ex parte communications.*
- 1070 1. Members of the decisionmaking body shall disclose on the record any ex  
1071 parte communications, site visits, expert opinions sought, and personal  
1072 investigations regarding pending quasi-judicial decisions ~~in accordance with~~  
1073 applicable Florida law prior to any final action on the matter.
- 1074 2. The substance of any ex parte communication shall be disclosed including  
1075 the subject of the communication and the identity of the person, group, or  
1076 entity with whom the communication took place.
- 1077 3. Any written communication shall be made part of the record.
- 1078 4. Any site visit, personal investigation or expert opinions received shall be  
1079 disclosed and made part of the record.
- 1080
- 1081 i) *Official file.* All written communication received by a decisionmaking body or staff  
1082 concerning an application, the staff report on the application, any petitions or  
1083 other submissions from the public, and all other documents pertaining to the  
1084 application upon receipt shall be filed in the official file for the application, which  
1085 shall be maintained by staff. The comprehensive plan and the City Code of  
1086 Ordinances shall be deemed to be part of the official file. The official file shall  
1087 be available for inspection during normal business hours.
- 1088 j) *Record of the hearing.* All evidence admitted into the record at the hearing, and  
1089 the adopted development order of the decisionmaking body shall be maintained  
1090 by the city in a hearing file available for public review for a period of at least  
1091 forty-five (45) days from the rendering of the decision.  
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Exhibit G  
Chapter 23  
ZONING

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ARTICLE 2 ADMINISTRATION, DIVISION 2, SECTION 23.2-28 ADMINISTRATIVE ADJUSTMENTS/ADMINISTRATIVE USE PERMITS

Amended by adding the words shown in underlined type and deleting the words crossed through.

Sec. 23.2-28. Administrative adjustments/administrative use permits.

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b) *Administrative use permits.* Administrative use permits are required for certain uses that are generally compatible with other uses permitted in a district, but that require verification that all development-related standards and regulations have been met. In addition, any change of use shall be approved by administrative use permit. This paragraph sets forth findings for review and approval of administrative use permits. These findings are adopted to provide guidelines for the reviewing authority to follow in arriving at a final decision.

1. *Approval authority.* The development review official, in accordance with the procedures, standards and limitations of this section, shall approve or deny an application for an administrative use permit after review and ~~recommendation~~ comment by the site plan review ~~committee~~ team (if applicable). The development review official's decision on an administrative use permit is final, but may be appealed to the appropriate regulatory board by the applicant or affected party, pursuant to section 23.2-17.

2. *General procedures.* In accordance with Sections 23.2-10 through 23.2-13, an application for an administrative use permit shall be made in writing upon an application form approved by the department for community sustainability, and shall be accompanied by applicable fees. The department for community sustainability shall review the application in accordance with these LDRs and prepare a result letter that summarizes the application and the effect of the proposed use, including whether the application complies with each of the findings for granting an Administrative Use Permit stated below, and approve or deny the application as submitted.

3. *General findings relating to adherence with LDRs and comprehensive plan.* Prior to approving any administrative use permit, the development review official shall find based on competent and substantial evidence that:

- a. The proposed use or development conforms to the applicable provisions of the comprehensive plan.
- b. The proposed use or development conforms to the applicable provisions of these LDRs.
- c. The subject property is in compliance with all laws, regulations, and rules pertaining to uses, subdivision, and any other applicable

- 1141 provisions of the city code, or can demonstrate previous approval  
1142 of the existing non-conformity.
- 1143 d. The proposed use or development will not generate traffic to a  
1144 level higher than that of a use permitted by right for the site.
- 1145 e. The required landscape buffering has been provided for project  
1146 sites that are adjacent to properties that are zoned for residential  
1147 use.
- 1148 f. All activities of the use occur on site, or as permitted by separate  
1149 permit as provided by code, such as but not limited to right of way  
1150 permit or sidewalk café permit.
- 1151 g. The proposed use makes adequate provisions for adverse impacts  
1152 on protected land uses as defined in Section 23.1-12.
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Exhibit H  
Chapter 23  
ZONING

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ARTICLE 2 ADMINISTRATION, DIVISION 2, SECTION 23.2-29 CONDITIONAL USE PERMITS

Amended by adding the words shown in underlined type and deleting the words crossed through.

**Sec. 23.2-29. Conditional use permits.**

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- b) *Approval authority.* The planning and zoning board or historic resources preservation board, as applicable, in accordance with the procedures, standards and limitations of this section, shall approve, approve with conditions, or deny an application for a development permit for a conditional use permit after review and recommendation by the development review official ~~site plan review committee (as applicable)~~. The board's decision on a conditional use permit may be appealed to the city commission by the applicant or affected party, pursuant to section 23.2-17.

Exhibit I

Chapter 23

ZONING

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ARTICLE 2 ADMINISTRATION, DIVISION 2, SECTION 23.2-30 SITE PLAN REVIEW  
Amended by adding the words shown in underlined type and deleting the words crossed through.

Sec. 23.2-30. Site plan review.

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d) *Site plan review procedures for minor developments.* The development review official shall consider and act on site plan review applications for minor developments following review by the city's site plan review ~~committee~~ team. The development review official may either approve; approve with any reasonable conditions, limitations or requirements; deny; or postpone consideration of any application pending submittal of additional information which may be required to make a determination. The development review official shall issue a written decision which shall be attached to the application for site plan approval. Each consideration substantiating the action of the development review official shall be included in the decision. The decision shall also include a citation to the legal authority on which a denial is based.

e) *Site plan review procedures for major developments.* If the development review official determines that the application requires a major review, the application shall be forwarded to the site plan review ~~committee~~ team for review and determination as to whether the application complies with applicable regulations, ~~and recommendation to the appropriate board.~~ Once the development review officer has made a determination of compliance ~~has been made~~, the application will be scheduled for action by the planning and zoning board or the historic resources preservation board, as applicable. The board shall consider and act on site plan review applications for major developments. For all applications, the board may:

1. Approve the application as submitted;
2. Approved the applications with any reasonable conditions, limitations or requirements;
3. Deny the application for specific reasons(s); or
4. Postpone consideration of any application pending submittal of additional information which may be required to make a determination.

The board shall issue a written decision which shall be attached to the application for site plan approval. Each consideration substantiating the action of the development review official shall be included in the decision. The decision shall also include a citation to the legal authority on which a denial is based. The decision of the board shall be final unless appealed to the city commission, as provided in section 23.2-17.

Exhibit J  
Chapter 23  
ZONING

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ARTICLE 3 ZONING DISTRICTS, DIVISION 1, SECTION 23.3-6 PERMITTED USE TABLE  
Amended by adding the words shown in underlined type and deleting the words crossed through.

TYPE/USE	RESIDENTIAL											
	SA	SB	SC	SD	SE	SH	SI	SM	SN	SO	SP	SR
Dwelling, Single Family	P	P	P	P	P	P	P	P	P	P	P	P
Dwelling, Mobile Home												
Dwelling, Two-Family	P	P	P	P	P	P	P	P	P	P	P	P
Dwelling, Multi-Family												
Mobile Home Park												
Townhouses	C	C	C	C	C	C	C	C	C	C	C	C
Accessory Dwelling Unit	P	P	P	P	P	P	P	P	P	P	P	P
Accessory Mechanical Equipment	P	P	P	P	P	P	P	P	P	P	P	P
Accessory Structure(s)	P	P	P	P	P	P	P	P	P	P	P	P
Assisted Living Centers/Facilities	C	C	C	C	C	C	C	C	C	C	C	C
Boarding House												
Nursing Homes/Facilities	C	C	C	C	C	C	C	C	C	C	C	C
Retirement Homes/Facilities	C	C	C	C	C	C	C	C	C	C	C	C
Community Residences, Type I (6 or less residents) - Former Group Home	P	P	P	P	P	P	P	P	P	P	P	P
Community Residences, Type II (7-14) - Former Group Home	C	C	C	C	C	C	C	C	C	C	C	C
Community Residences, Type III												
Community Residences, Type IV												

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TYPE/USE	SF-R	SF-TF	NB-7	MF-20	MF-30	MF-40	MF-E	MF-E	MF-E	MF-E	MF-E	DT	FEI	MF-DH	MF-W	TOD-E	TOD-W	BAC-AI	I-POC	PD	P	PROS	CON	FEC	HOTEL
<b>RETAIL</b>																									
<b>High Intensity Retail Uses - Greater than 7,500 sq. ft.</b>																									
Convenience Stores																									
Drive Through Facilities																									
Drug Store Full Service																									
Grocery Store Regional																									
Home Improvement Center																									
Produce Market																									
Mercantile Retail Stock (Reference Ordinance Chapter 14)																									
Auto, Boat, Cycle, RV Sales See Automotive/Vehicular Use Section																									
Single Destination Retail																									
Stand Alone Retail																									
<b>Medium Intensity Retail Uses - Less than 7,500 sq. ft.</b>																									
Convenience Stores																									
Drug Store Limited Service																									
Eating and Drinking Establishments, w/o drive through																									
Grocery Store Neighborhood																									
Home Improvement Center																									
Produce Market																									
Single Destination Retail																									
Specialty Retail																									
Stand Alone Retail																									
Specialty Food Product Stores																									
Sundry Shop																									
<b>Low Intensity Retail Uses - Less than 5,000-2,500 sq. ft.</b>																									
Gift Boutiques																									
Hobby Shops																									
Produce Market																									
Single Destination Retail																									
Specialty Food Product Stores																									
Specialty Retail																									
Sundry Shop																									
Tobacco Shop																									

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TYPE/USE	SF-R	SF-TF	MIL-7	MF-20	MF-30	MF-40	MU-E	MU-E	MU-E	MU-E	MU-E	DT	MU-FH	MU-DH	MU-W	TOD-E	TOD-W	TOD-NC	BAC	AI	I-POC	PD	P	PROS	CON	FEC	HOTEL	
<b>PERSONAL SERVICES</b>																												
<b>High Intensity Personal Services Uses - Greater than 7,500 sq. ft.</b>																												
Ballroom, Banquet and Meeting Rooms							C							C	C	C	C		P	C						C	C	
Cryogenic Frozen Storage & Laboratory														C	C					C							C	
Gymnasiums Studios/Training Facilities														C	C					C							C	
Large Household Appliances Repair														C	C					C							C	
Large Household Appliances Repair														C	C					C							C	
TYPE/USE	SF-R	SF-TF	MIL-7	MF-20	MF-30	MF-40	MU-E	MU-E	MU-E	MU-E	MU-E	DT	MU-FH	MU-DH	MU-W	TOD-E	TOD-W	TOD-NC <td>BAC</td> <td>AI</td> <td>I-POC</td> <td>PD</td> <td>P</td> <td>PROS</td> <td>CON</td> <td>FEC</td> <td>HOTEL</td>	BAC	AI	I-POC	PD	P	PROS	CON	FEC	HOTEL	
<b>Medium Intensity Personal Services Uses - Less than 7,500 sq. ft.</b>																												
Barber's Shop							A	A	A	A	A			A	A	A	A			A								
Beauty Parlor/Shop/Salon/Esthetician/Make-up Artist							A	A	A	A	A			A	A	A	A			A								
Dry Spa							A	A	A	A	A			A	A	A	A			A								
Exercise Gyms/Studios							A	A	A	A	A			A	A	A	A			A								
Marital Arts Studios							A	A	A	A	A			A	A	A	A			A								
Music/Dance Studios							A	A	A	A	A			A	A	A	A			A								
Gymnasiums Studios/Training Facilities							A	A	A	A	A			A	A	A	A			A								
Personal Training Gyms/Studios							A	A	A	A	A			A	A	A	A			A								
Physical Fitness Studios/Facilities (group, multi-client services)							A	A	A	A	A			A	A	A	A			A								
Small Household Appliances Repair							A	A	A	A	A			A	A	A	A			A								
Social Service Centers?							A	A	A	A	A			A	A	A	A			A								
Tattoo Studio/Body Art/Piercing							A	A	A	A	A			A	A	A	A			A								
TYPE/USE	SF-R	SF-TF	MIL-7	MF-20	MF-30	MF-40	MU-E	MU-E	MU-E	MU-E	MU-E	DT	MU-FH	MU-DH	MU-W	TOD-E	TOD-W	TOD-NC <td>BAC</td> <td>AI</td> <td>I-POC</td> <td>PD</td> <td>P</td> <td>PROS</td> <td>CON</td> <td>FEC</td> <td>HOTEL</td>	BAC	AI	I-POC	PD	P	PROS	CON	FEC	HOTEL	
<b>Low Intensity Personal Services Uses - Less than 5,000-2,500 sq. ft.</b>																												
Barber's Shop							P	P	P	P	P			P	P	P	P			P								
Beauty Parlor/Shop/Salon/Esthetician/Make-up Artist							P	P	P	P	P			P	P	P	P			P								
Clothing Alterations							P	P	P	P	P			P	P	P	P			P								
Day Spa							P	P	P	P	P			P	P	P	P			P								
Exercise Gyms/Studios							P	P	P	P	P			P	P	P	P			P								
Holistic Health Care Facilities							P	P	P	P	P			P	P	P	P			P								
Licensed Tanning Salons							P	P	P	P	P			P	P	P	P			P								
Nail Salon							P	P	P	P	P			P	P	P	P			P								
Personal Training Gyms/Studios							P	P	P	P	P			P	P	P	P			P								
Pet Grooming							P	P	P	P	P			P	P	P	P			P								
Shoe Repair							P	P	P	P	P			P	P	P	P			P								
Tattoo/Dressmaking							P	P	P	P	P			P	P	P	P			P								
Watch, Clock and Jewelry Repair							P	P	P	P	P			P	P	P	P			P								

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Exhibit K  
Chapter 23  
ZONING

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ARTICLE 3 ZONING DISTRICTS, DIVISION 3, SECTION 23.3-13 MU-E MIXED USE EAST

Amended by adding the words shown in underlined type and deleting the words crossed through.

Section 23.3-13 MU-E MIXED USE EAST

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- b) *Use restrictions and development regulations for residential uses.* Multiple-family, two family and single-family residential uses may be established subject to the provisions of section 23.3-11. Townhouses are permitted as conditional uses subject to the regulations and standards as set forth in Article 4, Development Standards. Single family residences existing as of August 16, 2013 are permitted uses as of right, and may be expanded provided that they do not increase existing nonconformities in regard to the applicable development regulations of Section 23.3-11(c).

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Exhibit L  
Chapter 23  
ZONING

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ARTICLE 3 ZONING DISTRICTS, DIVISION 3, SECTION 23.3-18 MU-W MIXED USE WEST

Amended by adding the words shown in underlined type and deleting the words crossed through.

Section 23.3-18 MU-W MIXED USE WEST

\*\*\*

- b) *Use restrictions and development regulations for residential uses.* Multiple-family residential uses may be established subject to the provisions of section 23.3-11. Townhouses are permitted as conditional uses subject to the regulations and standards as set forth in Article 4, Development Standards. Single family residences existing as of August 16, 2013 are permitted uses as of right, and may be expanded provided that they do not increase existing nonconformities in regard to the applicable development regulations of Section 23.3-11(c).

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Exhibit M  
Chapter 23  
ZONING

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ARTICLE 3 ZONING DISTRICTS, DIVISION 3, SECTION 23.3-19 TOD-E, TRANSIT  
ORIENTED DEVELOPMENT-EAST  
Amended by adding the words shown in underlined type and deleting the words crossed  
through.

Section 23.3-19 TOD-E, TRANSIT ORIENTED DEVELOPMENT-EAST

\*\*\*

- b) *Use restrictions and development regulations for ~~multiple-family~~ residential uses in the TOD-E district. Multiple-family residential uses may be established and expanded in the TOD-E district subject to the provisions of section 23.3-12. Minimum living area shall be as follows:*
  - (1) Efficiency units: four hundred (400) square feet.
  - (2) One-bedroom units: six hundred (600) square feet.
  - (3) Two-bedroom units: seven hundred fifty (750) square feet.
  - (4) Three-bedroom units: nine hundred (900) square feet.
  - (5) Four-bedroom units: one thousand three hundred fifty (1,350) square feet.

Single family residences existing as of August 16, 2013 are permitted uses as of right, and may be expanded provided that they do not increase existing nonconformities in regard to the applicable development regulations of Section 23.3-11(c).

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Exhibit N  
Chapter 23  
ZONING

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ARTICLE 3 ZONING DISTRICTS, DIVISION 3, SECTION 23.3-20 TOD-W, TRANSIT  
ORIENTED DEVELOPMENT-WEST

Amended by adding the words shown in underlined type and deleting the words crossed  
through.

Section 23.3-20 TOD-W, TRANSIT ORIENTED DEVELOPMENT-WEST

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- b) *Use restrictions and development regulations for ~~multiple-family~~ residential uses  
in the TOD-W district. Multiple-family residential uses may be established and  
expanded in the TOD-W district subject to the provisions of section 23.3-12.  
Minimum living area shall be as follows:*

- (1) Efficiency units: four hundred (400) square feet.
- (2) One-bedroom units: six hundred (600) square feet.
- (3) Two-bedroom units: seven hundred fifty (750) square feet.
- (4) Three-bedroom units: nine hundred (900) square feet.
- (5) Four-bedroom units: one thousand three hundred fifty (1,350) square  
feet.

Single family residences existing as of August 16, 2013 are permitted uses as  
of right, and may be expanded provided that they do not increase existing  
nonconformities in regard to the applicable development regulations of Section  
23.3-11(c).

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Exhibit O

Chapter 23

ZONING

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ARTICLE 4 DEVELOPMENT STANDARDS, SECTION 23.3-30 FEC CORRIDOR  
OVERLAY

Amended by adding the words and figures shown in underlined type and deleting the words and figures crossed through.

Section 23.3-30 FEC CORRIDOR OVERLAY

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c) *Development regulations.* In addition to the development regulations of the underlying zoning district, the lots are afforded the following specific setbacks.

1. Front Setback: eight feet (8'-0") for North G Street frontages.
2. Street Side Setback: twenty feet (20'-0") for street frontages other than Tenth Avenue North and North G Street.
3. Tenth Avenue North Setback: ~~forty feet (40'-0")~~ minimum of ten feet (10') and maximum of twenty-two feet (22') and shall apply to both buildings and parking areas.
3. Rear Setback: three feet (3'-0") for FEC right of way frontages. A planting buffer shall be installed within the three (3) foot buffer.

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Exhibit P  
Chapter 23  
ZONING

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ARTICLE 4 DEVELOPMENT STANDARDS, SECTION 23.4-10 OFF-STREET PARKING  
Amended by adding the words and figures shown in underlined type and deleting the words  
and figures crossed through.

Section 23.4-10 OFF-STREET PARKING

\*\*\*

i) *Core area parking requirements.*

1. The core area shall mean the central most properties of the downtown, more particularly described as: Those properties which are bounded on the west by "A" Street and on the east by Golfview Road, and on the north by 2nd Avenue North, and on the south by 1st Avenue South. ~~Those properties shall also include those located in the Arts Overlay District from Dixie Highway on the west to Federal Highway on the east, and from 2nd Avenue North to 2nd Avenue South.~~

\*\*\*

4. Exceptions. Parking is not required for:

- A. Changes in use or occupancy or remodeling of existing buildings which do not increase floor area or number of overall existing dwelling units, located outside of the Single Family Residential SF-R zoning district.
- B. Changes in use, remodeling, or building expansion of existing buildings as designated as a contributing structure in one of the City's historic districts (as determined by Section 23.5-4).
- C. A Bed and Breakfast use proposed in a building designated as a contributing structure in a city historic district (as determined by Section 23.5-4) is excluded from these off-street parking exceptions unless the Bed and Breakfast is to be established in a single family residence whereby parking shall be provided in accordance with these LDRs.

\*\*\*

m) Change of use or occupancy. Where the use of a given structure is changed, off-street parking facilities must be provided for the new use according to the requirements set forth in this Section 23.4-10.

1. If a portion or all of a structure or property is changed in use to require a greater number of off-street parking spaces, then additional parking shall be provided for the new use in accordance with Section 23.4-10.
2. Any expansion, alteration, or improvement which increases the gross square footage or area of an existing structure shall be accompanied by any corresponding increase in the number of parking or loading spaces

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- necessary for the expansion to conform to the requirements of Section 23.4-10.
3. Changes in the use or occupancy of existing buildings located in the ~~Core Area~~ DT, MU-FH, MU-DH, MU-E, TOD-E and AI zoning districts or that have been designated as a contributing structure in one of Lake Worth's historic districts (as determined by Section 23.5-4) shall follow the requirements set forth in Section 23.4-10 i) Core Area Parking Requirements.

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Exhibit Q  
Chapter 23  
ZONING

ARTICLE 4 DEVELOPMENT STANDARDS, SECTION 23.4-13 Medium and high intensity conditional uses

Amended by adding the words and figures shown in underlined type and deleting the words struck through.

Sec. 23.4-13. Medium and high intensity conditional uses

\*\*\*

c) Standards

\*\*\*

2. Bed and breakfast inns.
  - A. Purpose. It is the purpose of this section to provide regulations and standards for the establishment of bed and breakfast inns within designated zoning districts, while setting forth criteria to differentiate them from boarding or rooming houses. Bed and breakfast inns shall be approved through the appropriate decision making authority by conditional use procedures.
  - B. Regulations and standards.
    - (1) Bed and breakfast inns shall have a minimum of four (4) and a maximum of nine (9) private bedrooms. Each bedroom must have its own full private bath containing a tub or shower, sink and water closet. The private bedroom and bath shall be a minimum of one hundred seventy-five (175) square feet in area. Dormitory type bedrooms are expressly prohibited.
    - (2) The structure shall be a converted or new residential building, maintained as a single-family appearing structure. Multi-family apartment buildings, motels or hotels shall not be converted to bed and breakfast inns.
    - (3) Bed and breakfast inns shall serve only breakfast meals to the residents, which service shall be included in the daily or weekly rate. Cooking in bedrooms is prohibited.
    - (4) Sleeping accommodations and the dining room shall appear to be a single residential structure and shall be for the exclusive use of the facility guests.
    - (5) Guest stays shall be limited to fourteen (14) days in any single one-month period.
    - (6) Signage for all bed and breakfast inns is limited to six (6) square feet, regardless of the district provisions in which it is located.
    - (7) Commercial social events may be allowed ~~up to a maximum of once per month~~ and may require a special events permit from the city. For bed and breakfast inns in a Single-Family Residential (SF-R) District, commercial social events are limited to twenty four (24) occasions within a single calendar year.
    - (8) For a bed and breakfast inn to be established in a Single-Family Residential (SF-R) District, it must be a contributing historic structure located in a designated local or national historic district.

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(9) The parking exemption as stipulated in Section 23.4-10 shall not be afforded to any bed and breakfast inn established in a contributing historic structure within a local historic district and zoned Single-Family Residential (SF-R) District

(10) For all bed and breakfasts inns established pursuant to these LDRs a full time responsible manager shall be available twenty four (24) hours a day seven (7) days a week.

(11) For all bed and breakfast inns established in a Single-Family Residential (SF-R) District, the property owner of record shall reside in the premises.

(12) All parking shall be buffered compliance with these LDRs from adjacent properties with a dense hedge or wall as stipulated in Section 23.6-1. Both a dense hedge and a wall are required when adjacent to properties within a Single-Family Residential (SF-R) district

(13) Check-in and check-out times for bed and breakfasts located within a Single-Family Residential (SF-R) district shall be between the hours of 8:00 am and 10:00 pm.

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Exhibit R  
Chapter 23  
ZONING

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ARTICLE 5 SUPPLEMENTAL REGULATIONS, SECTION 23.5-1 SIGNS  
Amended by adding the words shown in underlined type and deleting the words crossed through.

SECTION 23.5-1 Signs

\*\*\*

d) *Special regulations by type of sign.* The following types of signs shall be constructed or erected in accordance with the following specific regulations in addition to all other applicable regulations set forth in this section. Special regulations for the core area are the only exception to the regulations provided below.

\*\*\*

- 5. Freestanding signs.
  - A. Pole signs are prohibited.
  - B. Ground signs.

TABLE INSET:

Linear Frontage (feet)	Business	Setback (feet)	Size (Sq. Ft.)	Maximum Height (feet)
50--100		3	48	8
101--200		3	64	8
201--300		3	100	8
301--400		3	150	8
401 or over		3	200	8

- (i) Ground signs may be designed with changeable copy area. Such area shall not exceed twenty five percent (25%) of the sign face. Ground signs shall not be constructed entirely as changeable copy.
- (ii) Ground signs are prohibited on property with less than fifty (50) feet of frontage. There shall be a minimum of forty eight (48) feet between signs. Measurement shall be from any point on the sign face of the first sign to any point on the sign face of the second sign. The maximum number of ground signs on one (1) parcel shall be two (2).
- C. General requirements for freestanding signs.
  - (i) Landscape shall be installed at the base of the freestanding sign in accordance with section 23.6-1(f).
  - (ii) Corner parcels shall be limited to ~~one (1) pole sign and one (1) ground sign.~~
  - (iii) Dual-faced signs, if faces are flat and back-to-back, shall be considered one (1) sign face.

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- g) Prohibited signs.
1. Animated signs. (Except time and temperature.)
  2. Snipe signs.
  3. Billboards.
  4. A-frame, sandwich, sidewalk or curb signs.
  5. Streamers, twirling objects, fluttering objects, balloons or any other air or gas filled figure or sign, or any other similar items.
  6. Search lights.
  7. Swinging signs.
  8. Outdoor advertising of any kind or character where any live animal or human being is used as part of the advertising and is visible from any public street or public place.
  9. Any unauthorized sign on city property.
  10. Any portable signs or signs attached to trees, utility poles, trailers, roller casters, or any unapproved supporting structures.
  11. Any sign or advertising structure displaying obscene, indecent or immoral matter.
  12. Any sign which becomes unsightly. Signs which contribute to unsightliness or are inappropriate as deemed by the ~~building official~~ development review official may be appealed to the planning and zoning board or historic resources preservation board, as applicable.
  13. Abandoned signs.
  14. Vehicular signs.
  15. Any sign which contains or consists of a three-dimensional sculptured figure which is an emblem/logo of the business to which it is accessory or which represents products manufactured or sold by said business.
  16. Flashing sign.
  17. Any other sign not specifically authorized by this section.
  18. String of light bulbs, except as provided in subsection e), above.
  19. Pole signs.
  20. Pylon signs.

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Exhibit S  
Chapter 23  
ZONING

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ARTICLE 5 SUPPLEMENTAL REGULATIONS, SECTION 23.5-3 NONCONFORMITIES  
Amended by adding the words and figures shown in underlined type and deleting the words  
and figures crossed through.

SECTION 23.5-3 Nonconformities

a) *Generally.*

1. Purpose. It is the intent of this section to permit the continuation of those buildings and structures, lots of record, uses of buildings and structures, and uses of land which were lawfully permitted when established or commenced, but which do not conform in whole or in part to the present terms of these LDRs or as they may be amended from time to time. The expansion or enlargement of nonconformities however is discouraged as herein provided.
- ~~2. A variance to the nonconformity restrictions of this section may be sought pursuant to section 23.2-26 of these LDRs. (Reserved).~~
3. A change in tenancy, ownership, or management of a nonconforming use, structure, or lot shall not be construed to create a nonconformity, provided the change is otherwise lawful and in compliance with these LDRs. The change must be documented by the application and receipt of a Lake Worth Business License within three (3) months of the official change.
4. The existence of a nonconformity shall not be used as a reason to add new uses or structures that are not allowed by these LDRs.
5. The temporary or illegal use of property shall not be sufficient to establish the existence of a nonconformity or to create rights in the continuation of a nonconformity until it shall come into compliance with these LDRs.
6. For nonconformity in use to be maintained an active Lake Worth Business License must be maintained. Should the business license lapse due to non renewal by the annual due date or expire for a period of six (6) months or not be transferred to a new owner or occupant within three (3) months, the nonconformity shall be lost and the use shall conform to all of the requirements of these LDRs.



## CITY OF LAKE WORTH

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

**AGENDA DATE:** August 19, 2014, Regular Meeting

**DEPARTMENT:** Community Sustainability

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### **EXECUTIVE BRIEF**

#### **TITLE:**

Quasi-Judicial Public Hearing - request by David R. Styka (Family Dollar Store) for an alcohol distance/proximity waiver to allow the sale of beer and wine at 1908 Lake Worth Road

#### **SUMMARY:**

The request allows for the sale of beer and wine within 500 feet of a church, public or private school, park, library, or other place of business of a person holding a beverage license.

#### **BACKGROUND AND JUSTIFICATION:**

The Applicant proposes to add an alcohol license to allow the sale of beer and wine for off premise consumption from their existing 9,510 square foot retail store in an existing multi-tenant commercial building. The location serves as a discount retail establishment operated by the applicant since December of 1999, according to City Business Tax License records.

Currently there are five (5) active alcohol licenses within a five hundred (500) foot radius of the proposed location with three (3) of those within the same multi-tenant center. The licenses within the multi-tenant center are for package sale of beer and wine (2APS Series), the consumption on premises of beer and wine (2COP Series) and a license, which allows the sale of beer, wine and liquor (3PS Series). Also, there are two (2) gas stations that have active package sale of beer and wine (2APS Series) licenses within a five hundred (500) foot radius. There is one (1) other business holding a beverage license within a 400 foot radius of the project site. Consequently, a proximity waiver is required for the approval of another alcohol sales license.

The project (Distance and Proximity Waiver) was heard by the Planning and Zoning Board on July 9, 2014. The Board voted 5 to 0 to forward a recommendation of "approval" of the requested Distance Proximity Waiver with no conditions to the City Commission.

#### **MOTION:**

I move to approve/disapprove PZB 14-00600001: Request for a Distance Proximity Waiver for an Alcohol License for the sale of beer and wine for off premises consumption (2APS) at 1908 Lake Worth Road.

#### **ATTACHMENT(S):**

Fiscal Impact Analysis – not applicable

Attachment A – Application

Attachment B – PZB staff report



PLANNING & PRESERVATION DIVISION  
 DEPARTMENT FOR COMMUNITY SUSTAINABILITY  
 CITY OF LAKE WORTH  
 1900 2<sup>ND</sup> AVENUE NORTH  
 LAKE WORTH, FL 33461  
 561.586.1687

**PROXIMITY DISTANCE WAIVER CHECKLIST**

- Alcohol ABT
- Community Residence
- Indoor Gaming
- Adult Use

Site Address: *1908 Lake Worth Rd. (Family Dollar Store # 2948)*

Following the pre-application meeting with Staff provide three (3) copies of the following:

- Development Application
- Justification Letter
- Sample Menu (if applicable)
- Property Appraiser 400 ft. radius map
- ABT 400 ft. radius license search
- Floor Plan
- Application Fee \$ 1,200.00

Applicant/Agent Name	David R. Styka
Applicant/Agent Signature	<i>[Signature]</i>
Applicant/Agent Phone	704-708-1558
Applicant/Agent e-mail	kmorgan@familydollar.com
<b>OFFICE USE ONLY</b>	
Staff Representative	
Planning Project Number	
Building Permit Number	
Business Tax Receipt Number	
Sidewalk Café Permit Number	
PZB/HRPB Agenda Date	
Commission Agenda Date	
CD of All Application Documents in PDF	<input type="radio"/> YES <input type="radio"/> NO



PLANNING & PRESERVATION DIVISION  
 DEPARTMENT FOR COMMUNITY SUSTAINABILITY  
 CITY OF LAKE WORTH  
 1900 2<sup>ND</sup> AVENUE NORTH  
 LAKE WORTH, FL 33461  
 561.586.1687

**UNIVERSAL DEVELOPMENT APPLICATION**

This application is required for ALL applications submitted to the Planning, Zoning and Historical Preservation Division. Planning staff can answer any questions you have regarding the applications and the processes during Planner On-Call hours (Monday – Friday, 9:00 – 10:30 a.m. and 3:00 – 4:00 p.m.). Please make an appointment with planning staff if you require more than 15 minutes with a staff member.

Application Type (select all that apply):

- Site Plan – Minor       Site Plan – Major       Planned Development       Variance
- Subdivision/Plat       Conditional Use       Administrative Use       Mural
- Alcoholic Beverage Distance Proximity Waiver       Community Residence Proximity Waiver
- Gaming Establishment Distance Proximity Waiver       Adult Use Distance Proximity Waiver
- Sustainable Bonus Incentive Program       Certificate of Appropriateness       Sign Variance
- Rezoning (Zoning Map Amendment)       Zoning Text Amendment       Annexation
- Other: \_\_\_\_\_

Project Name: Family Dollar #2948

Project Location: 1908 Lake Worth Road; Lake Worth, FL 33461-4228

Legal Description: Please refer to Exhibit A of attached Warranty Deed.      Date Platted: N/A

PCN: 38-43-44- - - - Existing Zoning: MU-W      Proposed Zoning: N/A

Existing FLU: mixed use - west      Proposed FLU: \_\_\_\_\_

Proposed Use:  Residential; Density \_\_\_\_\_;  Commercial 9,510 SF;  Industrial \_\_\_\_\_ SF

Total Estimated Cost of the Project: N/A

FOR OFFICE USE ONLY			
PZ Project No.			
Associated Project Nos.			
Submittal Date		Sufficiency Date	
Project Planner Assigned			
Total Fee Amount	\$ _____	<input type="checkbox"/> PAID _____	<input type="checkbox"/> DUE _____

Project Manager/Contact Person: Kim Morgan

Company: Family Dollar, Tax & License Department

Address: 10301 Monroe Road Charlotte NC 28201-1017  
(Street Address) (City) (State) (Zip)

Phone No.: 704-708-1558 E-Mail Address: kmorgan@familydollar.com

Applicant Name (if different from Project Manager): David R. Styka

Company: Family Dollar,

Address: 10301 Monroe Road Charlotte NC 28201-1017  
(Street Address) (City) (State) (Zip)

Phone No.: 704-708-2735 E-Mail Address: \_\_\_\_\_

Owner Name: Yoram Izhak

Company: Lakeworth Town Plaza, LLC

Address: 696 NE 125th St.; North Miami, FL 33161  
(Street Address) (City) (State) (Zip)

Phone No.: 305-893-9955 E-Mail Address: katya.gonzalez@imcpropertymanagement.c

**OWNER'S CONSENT**

Yoram Izhak ("Owner") certifies that it is the owner of the property located at 1321 N. Dixie Hwy; Lake Worth, FL 33460-1826 ("Subject Property") and expressly consents to the use of the Subject Property as described in this application and to all conditions that may be agreed to as a part of the approval of this application, which may be imposed by the decision making board.

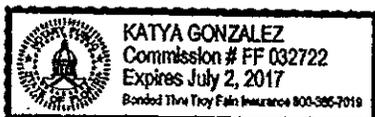
Owner hereby authorizes \_\_\_\_\_, as agent, to file this application and represent Owner at any and all meetings and hearings required for the approval of this application.

Owner's Signature: [Signature] Date: 6/2/14  
Name/Title of Signatory: Yoram Izhak / Manager

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this 2 day of June, 2014 by Yoram Izhak who is personally known to me or who produced a \_\_\_\_\_ as identification. He/she did not take an oath.

(NOTARY SEAL)



[Signature]  
(Signature of Notary Public)  
Katya Gonzalez  
(Name of Notary)

**PROJECT DATA**

**DESCRIPTION OF WORK:**

Provide a detailed description of work to be done as a result of this application (attach additional sheets if necessary).

applying for a 2APS alcohol license for retails sales of beer and wine for off-site consumption

**PRIOR APPROVALS:**

Indicate any prior planning, zoning or building approvals that you are aware of for the property (attach additional sheets if necessary).

N/A

**ADJACENT PROPERTY INFORMATION:**

Complete the following table for all surrounding properties. Information located at [www.lakeworth.org/business/planning-zoning/](http://www.lakeworth.org/business/planning-zoning/).

Direction	Future Land Use	Zoning District	Current Use/ Name of Development
North	Public	Public	Municipal
South	Transit-Oriented Development	Transit-Oriented Development West	Multifamily
East	MU-W	MU-West	Warehouse Dist
West	MU-W	MU-West	Commercial

**DEVELOPMENT STANDARDS: N/A**

Identify the applicable required and proposed development standards. If not applicable, enter "N/A". The "required" information can be located in Article 23 of the City's Code of Ordinances, Land Development Regulations, at [www.municode.com](http://www.municode.com).

Development Standard		Required	Provided
Lot Size (Acreage and SF)			
Lot Width (Frontage)			
Building Height	Primary		
	Accessory		
Setbacks	Front ( _____ )		
	Rear ( _____ )		
	Side ( _____ )		
	Side ( _____ )		
Living Area	Single-Family		
	Multi-Family		
Accessory Structure Limitation			
Impermeable Space Coverage			
Building Coverage			
Maximum Wall Height at Setback			
Floor Area Ratio Limitation			

**AFFIDAVIT OF COMPLETENESS AND ACCURACY**

**INSTRUCTIONS:** To be completed by the individual submitting the application (owner or authorized agent).

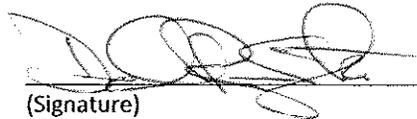
Project Name: Family Dollar Store #2948 Submittal Date: \_\_\_\_\_

**STATEMENT OF COMPLETENESS AND ACCURACY:**

I hereby certify all property owners have full knowledge the property they own is the subject of this application. I hereby certify that all owners and petitioners have been provided a complete copy of all material, attachments and documents submitted to the City of Lake Worth relating to this application. I further certify the statements or information made in any paper or plans submitted herewith are true and correct to the best of my knowledge. I understand this application, related application material and all attachments become official records of the Planning, Zoning and Historic Preservation Division of Lake Worth, Florida, and will not be returned. I understand that any knowingly false, inaccurate or incomplete information provided by me will result in the denial, revocation or administrative withdrawal of this application, request, approval or permit. I further acknowledge that additional information may be required by Palm Beach County to process this application. I further acknowledge that any plans that I have prepared or had prepared comply with the Fair Housing Standards. I further consent to the City of Lake Worth to publish, copy or reproduce any copyrighted documents submitted as a part of this application for any third party. I further agree to all terms and conditions, which may be imposed as part of the approval of this application.

Check (✓) one: I am the  property owner  authorized agent.

David R. Styka, VP of Finance and Corporate Officer  
(Name - type, stamp or print clearly)

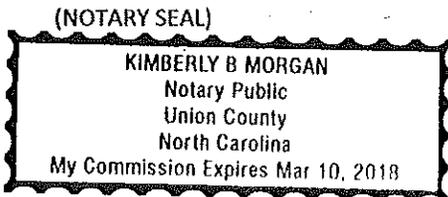
  
(Signature)

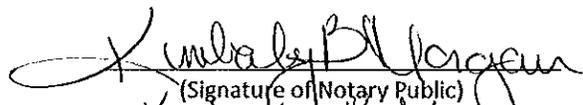
Family Dollar Stores, Inc.  
(Name of Firm)

PO Box 1017; Charlotte, NC 28201-1017  
(Address, City, State, Zip)

STATE OF North Carolina  
COUNTY OF Mecklenburg

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of June, 2014 by David R. Styka who is personally known to me or who produced a \_\_\_\_\_ as identification. He/she did not take an oath.



  
(Signature of Notary Public)  
Kimberly B. Morgan  
(Name of Notary)

**SIGN POSTING AGREEMENT**

(REQUIRED FOR ALL HISTORIC APPLICATIONS AND ALL PUBLIC HEARING ITEMS)

Applicant: David R. Styka

Property Owner: Yoram Izhak

Contact Phone No.: 704-708-1558

Property Location: 1908 Lake Worth Road; Lake Worth, FL 33461-4228

I, David R. Styka, hereby affirm that I will post the notification sign(s) provided to me for a minimum of ten (10) calendar days before the scheduled date of the hearing of Planning and Zoning Case No. \_\_\_\_\_.

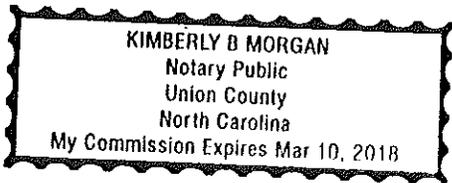
Signature:  Date: \_\_\_\_\_

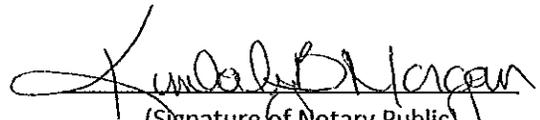
Name/Title of Signatory: David R. Styka, VP of Finance and Corporate Officer of Family Dollar Stores, Inc.

STATE OF North Carolina  
COUNTY OF Mecklenburg

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of June, 2014, by David R. Styka who is personally known to me or who produced a \_\_\_\_\_ as identification. He/she did not take an oath.

(NOTARY SEAL)



  
(Signature of Notary Public)  
Kimberly B. Morgan  
(Name of Notary)

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MAR-04-1996 3:37pm 96-072440  
ORB 9148 Pg 1604  
Con 2,455,000.00 Doc 17,185.00

Parcel Identification Number: 38-43-44-21-13-003-0010  
38-43-44-21-02-031-0010

This instrument prepared by:  
John White II, Esquire  
Nason, Gildan, Yeager, Gerson  
& White, P.A.  
1645 Palm Beach Lakes Boulevard  
Suite 1200  
West Palm Beach, Florida 33401

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 29<sup>th</sup> day of February, 1996, between LAKE WORTH STORAGE PARTNERS, LTD., a Florida limited partnership, with a principal place of business at 1645 Palm Beach Lakes Blvd., Suite 420, West Palm Beach, Florida 33401, hereinafter referred to as "Grantor", and PUBLIC STORAGE, INC., a California corporation with a principal place of business at 600 N. Brand Blvd., Suite 300, P.O. Box 25050, Glendale, CA 91221-5050 and a federal employer identification number of 95-3551121, hereinafter referred to as "Grantee".

W I T N E S S E T H:

That Grantor, for and in consideration of the sum of TEN AND NO/100'S (\$10.00) DOLLARS and other good and valuable considerations, in hand paid by Grantee, the receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, those certain lands situate, lying and being in the County of Palm Beach, State of Florida, described as follows:

See attached Exhibit A.

COPIES

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and the reversion or reversions, remainder or remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the above granted, bargained and described premises, with the appurtenances thereto, unto said Grantee to Grantee's own proper use, benefit and behoof forever, SUBJECT TO:

1. Conditions, restrictions, limitations, easements, reservations and other matters of record, if any, none of which are hereby reimposed; and
2. Real estate taxes for the year 1996 and subsequent years.

AND Grantor hereby warrants the title to said real property for and against any acts of Grantor and will defend the title against the lawful claims and demands of all persons claiming by, through or under Grantor, but against none other.

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

GRANTOR: LAKE WORTH STORAGE PARTNERS, LTD.

By: Comac of Palm Beach, Inc., its general partner

Howard S. Fallon  
 HOWARD S. FALLON  
 (print witness name)

By: Peter V. Cowie  
 Peter V. Cowie, as its President

John White II  
 JOHN WHITE II  
 (print witness name)

(SEAL)

STATE OF FLORIDA            )  
   ) SS:  
 COUNTY OF PALM BEACH    )

The foregoing Special Warranty Deed was acknowledged before me this 24 day of February, 1996, by Peter V. Cowie, the President of Comac of Palm Beach, Inc., a Florida corporation, the general partner of Lake Worth Storage Partners, Ltd., a Florida limited

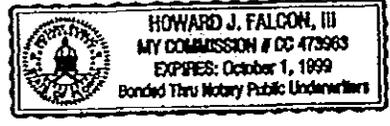
partnership, on behalf of the corporation and partnership, who is personally known to me OR who produced \_\_\_\_\_ as identification and who did not take an oath.

Howard J. Falcon  
Notary Signature

\_\_\_\_\_  
Print Notary Name

NOTARY PUBLIC  
State of Florida at Large

My Commission Expires



This is not a certified copy

PARCEL 2: (LAKE WORTH)

A portion of LIBERTY TERRACE PLAT NO. 1, according to the Plat thereof, as recorded in Plat Book 7, Page 1, of the Public Records of Palm Beach County, Florida, together with a portion of SAWYERS SUBDIVISION West Half (W 1/2) of Section 21, Township 44 South, Range 43 East, as recorded in Plat Book 5, Page 12, of the Public Records of Palm Beach County, Florida, all being more particularly described as follows:

COMMENCING at the intersection of the North right-of-way of Lake Worth Road (State Road No. 802) and the Westerly right-of-way line of the Seaboard Coast Line Railroad, as laid out and in use March, 1969, said point also described as being 67 feet Northerly of and 1119.16 feet Easterly of (as measured along the North right-of-way line of said Lake Worth Road, State Road No. 802) the Southwest corner of Section 21, Township 44 South, Range 43 East, Palm Beach County, Florida, thence West, on an assumed bearing along the said North right-of-way line 7.5 feet; thence North 0 degrees 17' 30" West, along a line parallel with the said Westerly right-of-way line of the Seaboard Coast Line Railroad, 150 feet; thence West 150 feet; thence South 0 degrees 17' 30" East 150 feet to a point on the Northerly right-of-way line of Lake Worth Road; thence West, along said right-of-way line, 131.66 feet; thence North 0 degrees 20' 15" West 170 feet; thence West 150 feet; thence South 0 degrees 20' 15" East, 170 feet to a point on the said Northerly right-of-way line of Lake Worth Road; thence West, along said right-of-way line 50 feet; thence North 0 degrees 20' 15" West 603.60 feet to a point located on the Southerly right-of-way line of 2nd Avenue North; thence East, along said right-of-way line, 98.50 feet; thence South 0 degrees 20' 15" East 254.60 feet; thence East 330 feet; thence North 0 degrees 20' 15" West, 130.92 feet to a point located on the said Southerly right-of-way line of 2nd Avenue North; thence South 58 degrees 07' 30" East 57.57 feet to the Point of Curvature of a circular curve to the left; thence Southeasterly, along the arc of said curve, having a radius of 97.42 feet an arc distance of 13.97 feet to a point located on said Westerly right-of-way line of said Seaboard Coast Line Railroad; thence South 0 degrees 17' 30" East along said right-of-way line, 443.02 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in Palm Beach County, Florida.

LIBERTY TERRACE PLAT NO. 1  
SAWYERS SUBDIVISION  
DOROTHY H. WILKEN  
CLERK  
P.B. COUNTY  
FLORIDA



City of Lake Worth, Florida Planning and  
Zoning Board 1900 2<sup>nd</sup> Avenue North  
Lake Worth, FL 33461

RE: Family Dollar Stores, Inc. Store #2741 1321 North Dixie Highway, Crestwood Plaza, Lake Worth, Florida  
Family Dollar Stores, Inc. Store #2948 1908 Lake Worth Road, Town & Country Plaza, Lake Worth, Florida

Dear Sir/Madam:

Family Dollar Stores, Inc. has a strong interest in obtaining a license for the retail sale of beer and wine for off premises consumption. We are confident that we can deliver terrific value to our community. Our primary purpose is to offer greater convenience to our customers, promote sustainability within our business and stimulate higher revenue for the betterment of both our community and our city.

While we are within five hundred feet of an existing license holder, we do not believe that obtaining a Proximity Distance Waiver will have a detrimental effect on the health, safety and welfare of the neighborhood. We have had an established presence in the community for approximately eighteen years. It has always been Family Dollars' mission to provide a compelling place to shop by providing convenience and low prices. Obtaining this waiver will allow Family Dollar to continue its mission.

Our stores are and have always been a safe place to shop and this will not be diminished by obtaining a license for the retail sale of beer and wine for off premise consumption. Family Dollar Stores, Inc. has demonstrated that we are a responsible retailer by our operation of Family Dollar Store #2741 at 1321 North Dixie Highway, Crestwood Plaza, Lake Worth, Florida, which currently holds a 1APS license for the sale of retail package beer for off-premises consumption. This license has been held 3 years and we have not had any issues in regard to our alcoholic beverage sales. Our stores are protected by an alarm system and our staff will be highly trained regarding the sale of alcoholic beverages and extra vigilant to those who appear to be attempting the illegal purchase of alcohol or who appear to be already intoxicated while attempting to purchase. Family Dollar is a longtime member of the community and has an interest in not jeopardizing the health, safety and welfare of its citizens and customers. By having two of these main safe guards in place already, we have provided our customers with a safe and confident environment where they can have a worry free shopping experience. It is also because of these very safe guards and new ones to be implemented, that Family Dollar will continue to offer an environment that is safe even if a waiver to obtain a license for the retail sale of beer and wine for off premises consumption is obtained.

Sincerely,

A handwritten signature in black ink, appearing to read "David R. Styka". The signature is written in a cursive style with some loops and flourishes.

David R. Styka  
Vice President, Finance  
Family Dollar Stores, Inc.





**City of Lake Worth**  
**Department for Community Sustainability**  
**Planning, Zoning and Historic Preservation Division**  
1900 Second Avenue North · Lake Worth, Florida 33460 · Phone: 561-586-1687

DATE: June 17, 2014

TO: Members of the Planning & Zoning Board

FROM: Rodney Patrick, Housing & Property Planner  
Maxime Ducoste, Planning and Preservation Manager

SUBJECT: **P&ZB PR NO. 14-00600001**: Recommendation to the City Commission on a request for a **Distance and Proximity Waiver** application for an alcohol license to allow sale of beer and wine for off premises consumption within 500 feet of protected land uses and/or legal existing alcohol license(s), pursuant to Chapter 5 of the City of Lake Worth Municipal Code at **1908 Lake Worth Road**, affecting P.C.N. 38-43-44-21-02-031-0020, in the Mixed Use-West (MU-W) district;

P&ZB Meeting Date: July 9, 2014

---

**BACKGROUND/PROPOSAL:**

The applicant, Family Dollar Stores, Inc., is proposing to add an alcohol license to allow the sale of beer and wine for off premises consumption at their existing retail establishment at 1908 Lake Worth Road, affecting P.C.N. 38-43-44-21-02-031-0020, located within the Town & Country Plaza. The existing multi-tenant center, constructed circa 1968 on 8.3 acres, is generally located west of Interstate 95 on the north side of Lake Worth Road and just east of Detroit Street within the Mixed Use-West (MU-W) zoning district. The multi-tenant center is bounded by Public (P) zoning and Industrial Park of Commerce (I-POC) zoning with Municipal and Industrial uses to the North, Transit Oriented Development West (TOD-W) zoning with Multifamily residential uses to the South, Mixed Use-West (MU-W) zoning with a commercial storage use to the East, and Mixed Use-West (MU-W) zoning with commercial uses and vacant mixed use vacant land to the West. See Attachment "A" – Location Map.

The applicant operates a 9,510 square foot retail store within the multi-tenant center. The other tenant uses in the center include electronics retail, hair care retail, supermarket retail, several restaurants, a package liquor store, a medical office, an administrative office, and a self-serve laundry. See Attachment "B" – Floor Plan.

Chapter 5 prohibits the sale of alcohol "where such place of business is within five hundred (500) feet of a church, public or private school, park, library (protected land use) or other place of business of a person holding a beverage license." Within a 500 foot radius of the proposed location there is one (1) church, and five (5) other businesses holding an alcohol beverage licenses. See Attachment "C" – Radius Map. Chapter 5, however, provides for a "waiver" to the prohibition, stating that "After review and consideration of the Standards for Review set forth in this chapter, the appropriate board or commission, may grant a waiver from the prohibitions set forth in this section."

The following analysis considers the factors outlined in Chapter 5 for consideration of the Distance Proximity Waiver.

**ANALYSIS:**

Section 5-5 of the Municipal Code outlines the standards for review by which the Distance Proximity Waiver request is to be guided by. The factors outlined in Section 5-5 include the following with a response from staff for each factor:

1. Whether approval of the waiver will result in two (2) or more alcoholic beverage establishments having a license within five hundred (500) feet of a protected land use or each other, or within five hundred (500) feet of a property zoned for residential uses;

**Staff Response:** Currently there are five (5) active alcohol licenses within a five hundred (500) foot radius of the proposed location with three (3) of those within the same multi-tenant center. The licenses within the multi-tenant center are for package sale of beer and wine (2APS Series), the consumption on premises of beer and wine (2COP Series) and a license which allows the sale of beer, wine and liquor (3PS Series). Also there are two (2) gas stations that have active package sale of beer and wine (2APS Series) licenses within a five hundred (500) foot radius.

Approval of the proposed license location would result in two (2) or more alcoholic beverage establishments having a license within five hundred (500) feet of a protected land use or each other or within five hundred (500) feet of a property zoned for residential uses.

2. Whether the license is being added to or is a license upgrade of an existing use or to an establishment which is relocating to the subject location;

**Staff Response:** The proposed license for alcohol sale for consumption off premises at the existing retail establishment would not represent a “license upgrade of an existing use” at the project site. The location serves as a discount retail establishment operated by the applicant since December of 1999, according to City Business Tax Receipt records. The applicant is requesting the Distance Proximity Waiver to allow them to provide beer and wine package sales with the other discount retail products they currently offer.

3. If the property contains a structure which is on the National Register of Historic Places or otherwise has been designated by the City as having historic architectural significance, whether the structure will be preserved or redeveloped so as to retain its architectural and historic character.

**Staff Response:** The property does not contain a structure which is on the Register of Historic Places nor has the site been designated by the City as having historic architectural significance. This factor is not applicable to the subject location.

4. Whether the waiver promotes the health, safety, and welfare of the neighborhood and the public.

**Staff Response:** There is no evidence provided to indicate promotion of health, safety and welfare to the neighborhood and the public, however, the applicant's justification letter states they "do not believe that obtaining a Proximity Distance Waiver will have a detrimental effect on the health, safety and welfare of the neighborhood and the public." Their Justification Statement has been included as Attachment "D" – Justification Statement.

**CONSEQUENT ACTION:**

The Planning & Zoning Board will be making a recommendation to the City Commission on the Distance Proximity Waiver. The Distance Proximity Waiver would be considered by the City Commission at the next available regularly scheduled meeting.

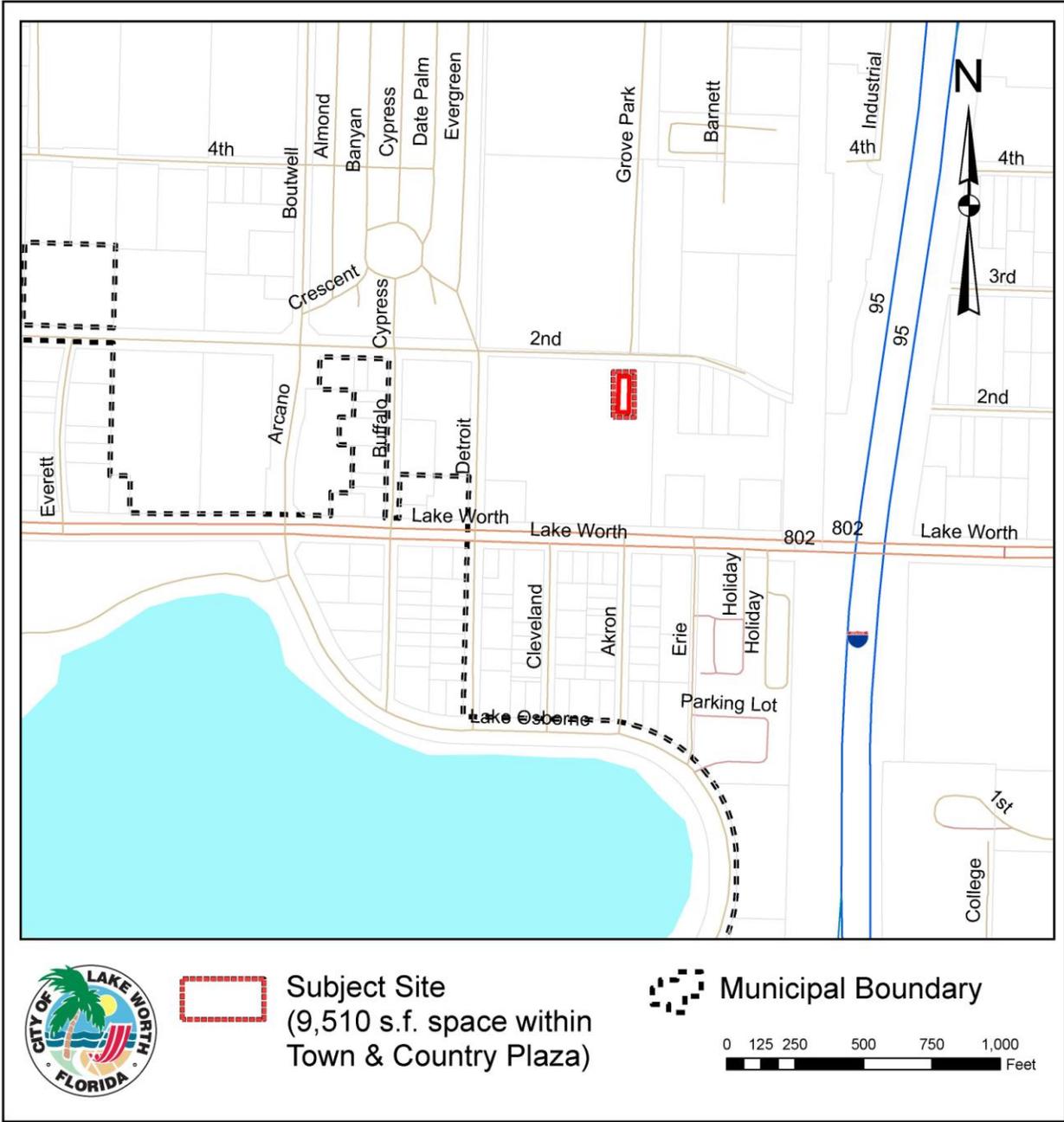
**POTENTIAL MOTIONS:**

"I MOVE TO RECOMMEND APPROVAL/DENIAL TO THE CITY COMMISSION OF P&ZB PR No. 14-00600001: Request for a Distance Proximity Waiver for an Alcohol License for the sale of beer and wine for off premises consumption at **1908 Lake Worth Road**, in the Mixed Use-West (MU-W) district.

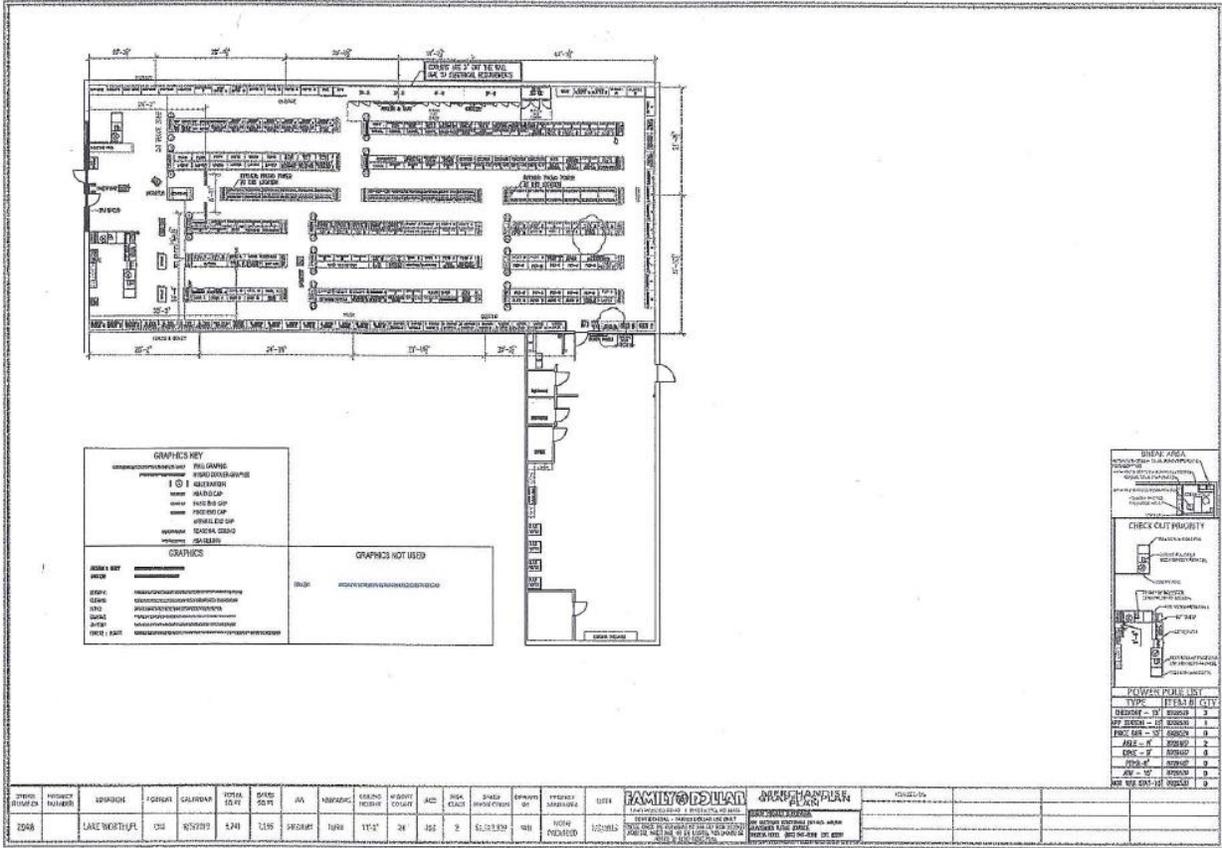
Attachments:

- A. Location Map
- B. Floor Plan
- C. Radius Map
- D. Justification Statement

**ATTACHMENT "A" LOCATION MAP**

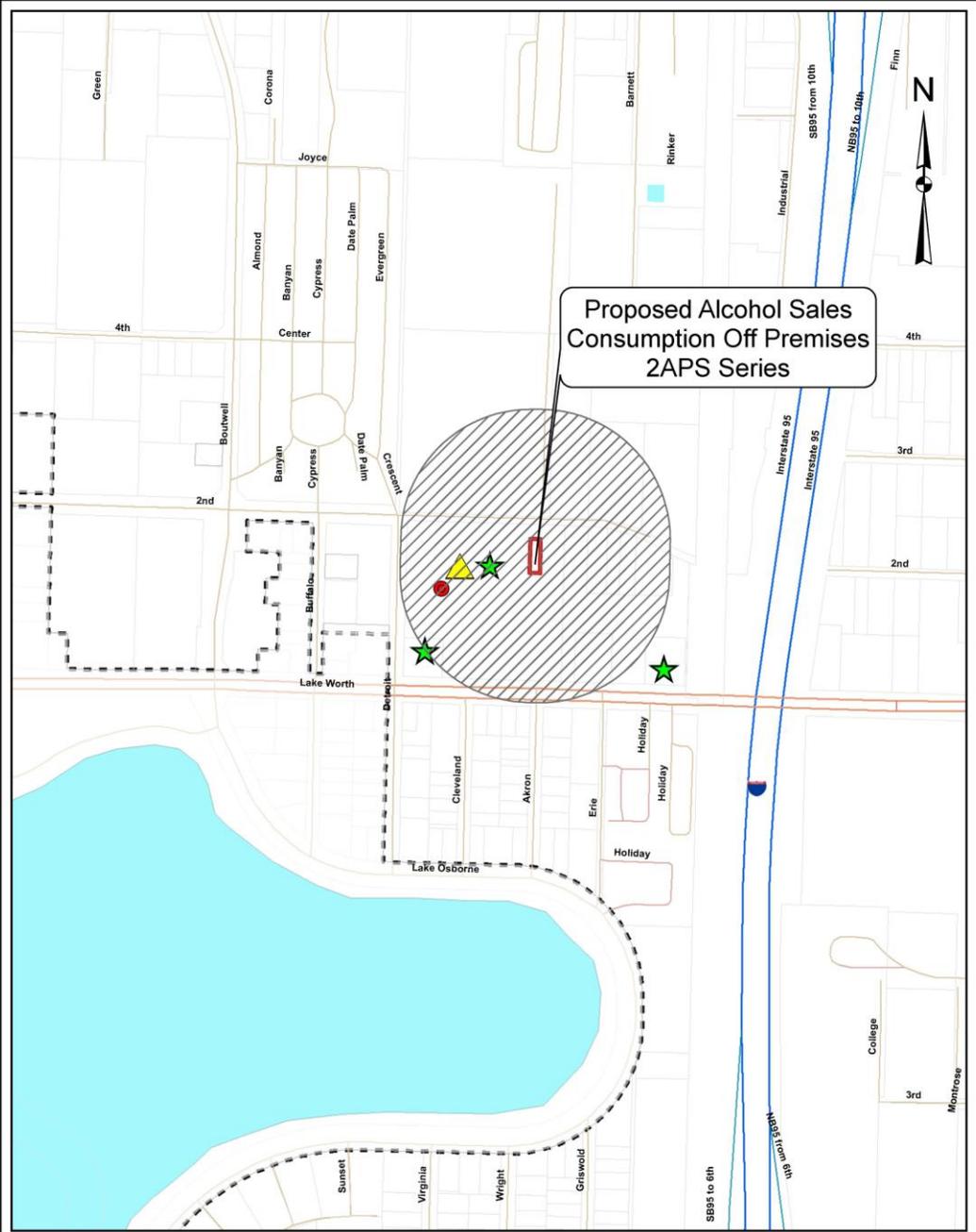


**ATTACHMENT "B" FLOOR PLAN**



**CONFIDENTIAL TRADE SECRET INFORMATION, EXEMPT FROM DISCLOSURE UNDER THE PUBLIC RECORDS ACT PURSUANT TO FLORIDA STATUTES § 815.045**

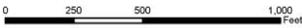
**ATTACHMENT "C" RADIUS MAP**



- Municipal Boundary
- Retail Package-No Liquor
- Retail Package-Liquor
- Consumption on Premises
- 500 foot Radius
- Proposed Alcohol Location



Notes:  
 1. The parcel outline information shown was obtained from the Palm Beach County Property Appraiser's GIS Department January 2014.  
 2. The City of Lake Worth Municipal Boundary shown was updated on May 14, 2013.  
 3. This map is for informational purposes and may not have been prepared for or be suitable for legal, engineering or surveying purposes.  
 They do not represent an on-the-ground survey and represent only the approximate relative location of property boundaries.  
 These products have been produced by the City of Lake Worth for the sole purpose of geographic reference.  
 No warranty is made by the City of Lake Worth regarding specific accuracy or completeness.



**Distance Waiver Request  
 1908 Lake Worth Road**

**Working Together**



## ATTACHMENT "D" JUSTIFICATION STATEMENT



City of Lake Worth, Florida Planning and  
Zoning Board 1900 2<sup>nd</sup> Avenue North  
Lake Worth, FL 33461

RE: Family Dollar Stores, Inc. Store #2741 1321 North Dixie Highway, Crestwood Plaza, Lake Worth, Florida  
Family Dollar Stores, Inc. Store #2948 1908 Lake Worth Road, Town & Country Plaza, Lake Worth, Florida

Dear Sir/Madam:

Family Dollar Stores, Inc. has a strong interest in obtaining a license for the retail sale of beer and wine for off premises consumption. We are confident that we can deliver terrific value to our community. Our primary purpose is to offer greater convenience to our customers, promote sustainability within our business and stimulate higher revenue for the betterment of both our community and our city.

While we are within five hundred feet of an existing license holder, we do not believe that obtaining a Proximity Distance Waiver will have a detrimental effect on the health, safety and welfare of the neighborhood. We have had an established presence in the community for approximately eighteen years. It has always been Family Dollars' mission to provide a compelling place to shop by providing convenience and low prices. Obtaining this waiver will allow Family Dollar to continue its mission.

Our stores are and have always been a safe place to shop and this will not be diminished by obtaining a license for the retail sale of beer and wine for off premise consumption. Family Dollar Stores, Inc. has demonstrated that we are a responsible retailer by our operation of Family Dollar Store #2741 at 1321 North Dixie Highway, Crestwood Plaza, Lake Worth, Florida, which currently holds a 1APS license for the sale of retail package beer for off-premises consumption. This license has been held 3 years and we have not had any issues in regard to our alcoholic beverage sales. Our stores are protected by an alarm system and our staff will be highly trained regarding the sale of alcoholic beverages and extra vigilant to those who appear to be attempting the illegal purchase of alcohol or who appear to be already intoxicated while attempting to purchase. Family Dollar is a longtime member of the community and has an interest in not jeopardizing the health, safety and welfare of its citizens and customers. By having two of these main safe guards in place already, we have provided our customers with a safe and confident environment where they can have a worry free shopping experience. It is also because of these very safe guards and new ones to be implemented, that Family Dollar will continue to offer an environment that is safe even if a waiver to obtain a license for the retail sale of beer and wine for off premises consumption is obtained.

Sincerely,

A handwritten signature in blue ink, appearing to read "David R. Styka". The signature is stylized and somewhat cursive.

David R. Styka  
Vice President, Finance  
Family Dollar Stores, Inc.



## CITY OF LAKE WORTH

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

**AGENDA DATE:** August 19, 2014, Regular Meeting

**DEPARTMENT:** Community Sustainability

---

### **EXECUTIVE BRIEF**

#### **TITLE:**

Quasi-Judicial Public Hearing - request by David R. Styka (Family Dollar Store) for an alcohol distance/proximity waiver for the sale of beer and wine at 1321 North Dixie Highway

#### **SUMMARY:**

The request allows for the sale of beer and wine within 500 feet of a church, public or private school, park, library, or other place of business of a person holding a beverage license.

#### **BACKGROUND AND JUSTIFICATION:**

The Applicant proposes to intensify an alcohol license to allow the sale of wine within an existing 7,000 square foot retail store in an existing multi-tenant commercial building. The location serves as a discount retail establishment operated by the applicant since December of 1999, according to City Business License records. At present, the establishment maintains a 1APS license allowing for the sale of beer for off premise consumption.

Currently there are three (3) active alcohol licenses within a five hundred (500) foot radius of the proposed location not including the existing package sale of beer (1APS Series) at the subject address. There is one (1) additional license within the same multi-tenant center for package sale of beer (1APS Series). There are two (2) licenses within a five hundred (500) foot radius for package sale of beer and wine (2APS Series). There is one (1) other business holding a beverage license within a 400 foot radius of the project site, therefore, a proximity waiver is required.

The project (Distance and Proximity Waiver) was heard by the Planning and Zoning Board on July 9, 2014. The Board voted 5 to 0 to forward a recommendation of "approval" of the requested Distance Proximity Waiver with no conditions to the City Commission.

#### **MOTION:**

I move to approve/disapprove PZB 14-00600002: Request for a Distance Proximity Waiver for an Alcohol License for the sale of beer and wine for off premises consumption (2APS) at 1321 North Dixie Highway.

#### **ATTACHMENT(S):**

Fiscal Impact Analysis – not applicable

ATTACHMENT A – Application

ATTACHMENT B – PZB staff report



PLANNING & PRESERVATION DIVISION  
 DEPARTMENT FOR COMMUNITY SUSTAINABILITY  
 CITY OF LAKE WORTH  
 1900 2<sup>ND</sup> AVENUE NORTH  
 LAKE WORTH, FL 33461  
 561.586.1687

**PROXIMITY DISTANCE WAIVER CHECKLIST**

- Alcohol ABT
- Community Residence
- Indoor Gaming
- Adult Use

Site Address: *1321 N. Dixie Highway (Family Dollar, Store #2741)*

Following the pre-application meeting with Staff provide three (3) copies of the following:

- Development Application
- Justification Letter
- Sample Menu (if applicable)
- Property Appraiser 400 ft. radius map
- ABT 400 ft. radius license search
- Floor Plan
- Application Fee \$ 1,200.00

Applicant/Agent Name	David R. Styka
Applicant/Agent Signature	<i>[Handwritten Signature]</i>
Applicant/Agent Phone	704-708-1558
Applicant/Agent e-mail	kmorgan@familydollar.com
<b>OFFICE USE ONLY</b>	
Staff Representative	
Planning Project Number	
Building Permit Number	
Business Tax Receipt Number	
Sidewalk Café Permit Number	
PZB/HRPB Agenda Date	
Commission Agenda Date	
CD of All Application Documents in PDF	<input type="radio"/> YES <input type="radio"/> NO



PLANNING & PRESERVATION DIVISION  
 DEPARTMENT FOR COMMUNITY SUSTAINABILITY  
 CITY OF LAKE WORTH  
 1900 2<sup>ND</sup> AVENUE NORTH  
 LAKE WORTH, FL 33461  
 561.586.1687

**UNIVERSAL DEVELOPMENT APPLICATION**

This application is required for ALL applications submitted to the Planning, Zoning and Historical Preservation Division. Planning staff can answer any questions you have regarding the applications and the processes during Planner On-Call hours (Monday – Friday, 9:00 – 10:30 a.m. and 3:00 – 4:00 p.m.). Please make an appointment with planning staff if you require more than 15 minutes with a staff member.

Application Type (select all that apply):

- Site Plan – Minor       Site Plan – Major       Planned Development       Variance
- Subdivision/Plat       Conditional Use       Administrative Use       Mural
- Alcoholic Beverage Distance Proximity Waiver       Community Residence Proximity Waiver
- Gaming Establishment Distance Proximity Waiver       Adult Use Distance Proximity Waiver
- Sustainable Bonus Incentive Program       Certificate of Appropriateness       Sign Variance
- Rezoning (Zoning Map Amendment)       Zoning Text Amendment       Annexation
- Other: \_\_\_\_\_

Project Name: Family Dollar #2741

Project Location: 1321 N. Dixie Hwy; Lake Worth, FL

Legal Description: Please refer to attached Warranty Deed      Date Platted: N/A

PCN: 38-43-44-\_\_\_\_-\_\_\_\_-\_\_\_\_ Existing Zoning: MU-DH      Proposed Zoning: N/A

Existing FLU: mixed use - east      Proposed FLU: \_\_\_\_\_

Proposed Use:  Residential; Density \_\_\_\_\_;  Commercial 7,000 SF;  Industrial \_\_\_\_\_ SF

Total Estimated Cost of the Project: N/A

FOR OFFICE USE ONLY			
PZ Project No.			
Associated Project Nos.			
Submittal Date		Sufficiency Date	
Project Planner Assigned			
Total Fee Amount	\$ _____	<input type="checkbox"/> PAID _____	<input type="checkbox"/> DUE _____

Project Manager/Contact Person: Kim Morgan  
Family Dollar # 2741  
 Company: Family Dollar, Tax & License Dept.  
 Address: 10301 Montoe Rd. Charlotte NC 28201-1017  
(Street Address) (City) (State) (Zip)  
 Phone No.: 704-708-1558 E-Mail Address: Kmorgan@familydollar.com  
 Applicant Name (if different from Project Manager): David Styka  
 Company: Family Dollar  
 Address: 10301 Montoe Rd Charlotte NC 28201-1017  
(Street Address) (City) (State) (Zip)  
 Phone No.: 704-708-2735 E-Mail Address: \_\_\_\_\_

Owner Name: Loretta Lutfy  
 Company: LMW Realty d/b/a - Chestwood Plaza  
 Address: 228 47th St. Brooklyn NY 10304  
(Street Address) (City) (State) (Zip)  
 Phone No.: 917 586 2640 E-Mail Address: loretta.lutfy@yahoo.com

**OWNER'S CONSENT**

Loretta Lutfy ("Owner") certifies that it is the owner of the property located at 1321 N. Dixie Hwy Lake Worth FL 33460 ("Subject Property") and expressly consents to the use of the Subject Property as described in this application and to all conditions that may be agreed to as a part of the approval of this application, which may be imposed by the decision making board.

Owner hereby authorizes \_\_\_\_\_, as agent, to file this application and represent Owner at any and all meetings and hearings required for the approval of this application.

Owner's Signature: Loretta Lutfy Date: June 6, 2014  
 Name/Title of Signatory: Loretta Lutfy

STATE OF New York,  
 COUNTY OF Richmond  
 The foregoing instrument was acknowledged before me this 6 day of June, 2014 by Loretta Lutfy who is personally known to me or who produced a passport as identification. He/she did not take an oath.

(NOTARY SEAL)

SANDRA LYNN MASTELLONE  
 NOTARY PUBLIC-STATE OF NEW YORK  
 No. 01MA6122336  
 My Commission Expires February 07, 2017

[Signature]  
 (Signature of Notary Public)  
Sandra Mastellone  
 (Name of Notary)

Project Manager/Contact Person: Kim Morgan

Company: Family Dollar, Tax & License Department

Address: 10301 Monroe Road Charlotte NC 28201-1017  
(Street Address) (City) (State) (Zip)

Phone No.: 704-708-1558 E-Mail Address: kmorgan@familydollar.com

Applicant Name (if different from Project Manager): David R. Styka

Company: Family Dollar,

Address: 10301 Monroe Road Charlotte NC 28201-1017  
(Street Address) (City) (State) (Zip)

Phone No.: 704-708-2735 E-Mail Address: \_\_\_\_\_

Owner Name: Loretta Lutfy

Company: LMW Realty d/b/a Crestwood Plaza

Address: 228 47th Street Brooklyn NY 11220  
(Street Address) (City) (State) (Zip)

Phone No.: 917-586-2640 E-Mail Address: lorettalutfy@yahoo.com

**OWNER'S CONSENT**

Loretta Lutfy ("Owner") certifies that it is the owner of the property located at 1321 N. Dixie Hwy; Lake Worth, FL 33460-1826

("Subject Property") and expressly consents to the use of the Subject Property as described in this application and to all conditions that may be agreed to as a part of the approval of this application, which may be imposed by the decision making board.

Owner hereby authorizes \_\_\_\_\_, as agent, to file this application and represent Owner at any and all meetings and hearings required for the approval of this application.

Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name/Title of Signatory: Loretta Lutfy

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who is personally known to me or who produced a \_\_\_\_\_ as identification. He/she did not take an oath.

(NOTARY SEAL)

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Name of Notary)

**PROJECT DATA**

**DESCRIPTION OF WORK:**

Provide a detailed description of work to be done as a result of this application (attach additional sheets if necessary).

applying for an increase in series from a 1APS to a 2APS alcohol license for retails sales of beer and wine for off-site consumption

**PRIOR APPROVALS:**

Indicate any prior planning, zoning or building approvals that you are aware of for the property (attach additional sheets if necessary).

N/A

**ADJACENT PROPERTY INFORMATION:**

Complete the following table for all surrounding properties. Information located at [www.lakeworth.org/business/planning-zoning/](http://www.lakeworth.org/business/planning-zoning/).

Direction	Future Land Use	Zoning District	Current Use/ Name of Development
North	MU-E	MU-Dixie	Commercial
South	MU-E	MU-Dixie	Office One Story & Multifamily
East	MU-E	MU-Dixie	Office One Story
West	MU-E	MU-Dixie	Commercial

**DEVELOPMENT STANDARDS: N/A**

Identify the applicable required and proposed development standards. If not applicable, enter "N/A". The "required" information can be located in Article 23 of the City's Code of Ordinances, Land Development Regulations, at [www.municode.com](http://www.municode.com).

Development Standard		Required	Provided
Lot Size (Acreage and SF)			
Lot Width (Frontage)			
Building Height	Primary		
	Accessory		
Setbacks	Front ( _____ )		
	Rear ( _____ )		
	Side ( _____ )		
	Side ( _____ )		
Living Area	Single-Family		
	Multi-Family		
Accessory Structure Limitation			
Impermeable Space Coverage			
Building Coverage			
Maximum Wall Height at Setback			
Floor Area Ratio Limitation			

AFFIDAVIT OF COMPLETENESS AND ACCURACY

INSTRUCTIONS: To be completed by the individual submitting the application (owner or authorized agent).

Project Name: Family Dollar Store #2741 Submittal Date: \_\_\_\_\_

STATEMENT OF COMPLETENESS AND ACCURACY:

I hereby certify all property owners have full knowledge the property they own is the subject of this application. I hereby certify that all owners and petitioners have been provided a complete copy of all material, attachments and documents submitted to the City of Lake Worth relating to this application. I further certify the statements or information made in any paper or plans submitted herewith are true and correct to the best of my knowledge. I understand this application, related application material and all attachments become official records of the Planning, Zoning and Historic Preservation Division of Lake Worth, Florida, and will not be returned. I understand that any knowingly false, inaccurate or incomplete information provided by me will result in the denial, revocation or administrative withdrawal of this application, request, approval or permit. I further acknowledge that additional information may be required by Palm Beach County to process this application. I further acknowledge that any plans that I have prepared or had prepared comply with the Fair Housing Standards. I further consent to the City of Lake Worth to publish, copy or reproduce any copyrighted documents submitted as a part of this application for any third party. I further agree to all terms and conditions, which may be imposed as part of the approval of this application.

Check (✓) one: I am the  property owner  authorized agent.

David R. Styka, VP of Finance and Corporate Officer  
(Name - type, stamp or print clearly)

  
(Signature)

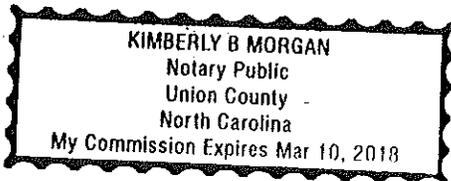
Family Dollar Stores, Inc.  
(Name of Firm)

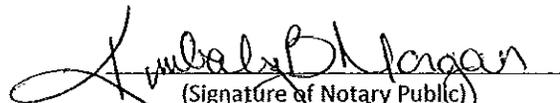
PO Box 1017; Charlotte, NC 28201-1017  
(Address, City, State, Zip)

STATE OF North Carolina  
COUNTY OF Mecklenburg

The foregoing instrument was acknowledged before me this 3rd day of June, 2014 by David R. Styka who is personally known to me or who produced a \_\_\_\_\_ as identification. He/she did not take an oath.

(NOTARY SEAL)



  
(Signature of Notary Public)  
Kimberly B. Morgan  
(Name of Notary)

SIGN POSTING AGREEMENT

(REQUIRED FOR ALL HISTORIC APPLICATIONS AND ALL PUBLIC HEARING ITEMS)

Applicant: David R. Styka

Property Owner: \_\_\_\_\_

Contact Phone No.: 704-708-1558

Property Location: 1321 N. Dixie Hwy; Lake Worth, FL 33460-1826

I, David R. Styka, hereby affirm that I will post the notification sign(s) provided to me for a minimum of ten (10) calendar days before the scheduled date of the hearing of Planning and Zoning Case No. \_\_\_\_\_.

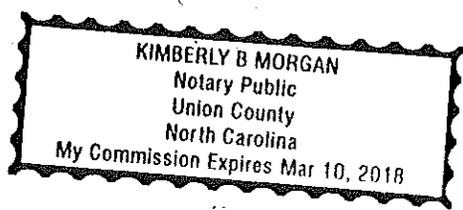
Signature:  Date: \_\_\_\_\_

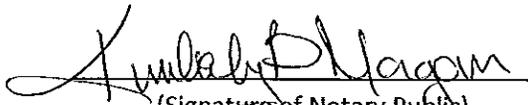
Name/Title of Signatory: David R. Styka, VP of Finance and Corporate Officer of Family Dollar Stores, Inc.

STATE OF North Carolina  
COUNTY OF Mecklenburg

The foregoing instrument was acknowledged before me this 3rd day of June 2011, by David R. Styka who is personally known to me or who produced a \_\_\_\_\_ as identification. He/she did not take an oath.

(NOTARY SEAL)



  
(Signature of Notary Public)  
Kimberly B. Morgan  
(Name of Notary)



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DR BK 13712 PG 0056  
Palm Beach County, Florida  
AMT 1,200,000.00  
Doc Stamp 8,400.00

PREPARED BY AND RETURN TO:  
Keith C. Austin, Jr., Esquire  
Keith C. Austin, Jr., P.A.  
340 Royal Palm Way, Suite 100  
Palm Beach, Florida 33480

Property Control Number: 38-43-44-16-07-000-0050

*This is a copy of the original document.*

WARRANTY DEED

THIS WARRANTY DEED made the 15<sup>th</sup> day of May, 2002, by RSPB, LLC, a Florida limited liability company, hereinafter called the grantor, to LMW REALTY CORP., a New York corporation, whose post office address is 228 47<sup>th</sup> Street, Brooklyn, New York 11220, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Palm Beach County, Florida, viz:

Lots 5 to 12, both inclusive, and Lots 51 to 80, both inclusive of CRESTWOOD, an addition to the City of Lake Worth, Florida, according to the Plat thereof recorded in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Plat Book 12, Page 73, and the vacated East-West alley designated as Service Street in the Plat of Crestwood, bounded on the East by Service Street, on the West by Central Avenue, on the North by Lots 66 through 80 and on the South by Lots 51 through 65, said Plat being recorded in Plat Book 12, Page 73, Public Records of Palm Beach County, Florida; said property and said vacated alley all being in the City of Lake Worth, Florida.

SUBJECT TO conditions, restrictions, easements, limitations and zoning ordinances of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2001.

IN WITNESS WHEREOF, the grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
(Print Name)  
Keith C. Austin, Jr.

\_\_\_\_\_  
(Print Name)  
Laurie K. Davis

RSPB, LLC, a Florida limited liability company

By:   
\_\_\_\_\_  
Robert L. Saunders, III, Member

By:   
\_\_\_\_\_  
Paul J. Birmingham, Member

STATE OF FLORIDA

COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared ROBERT L. SAUNDERS, III and PAUL J. BIRMINGHAM, as Members of RSPB, LLC, a Florida limited liability company, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same. I relied upon the following form(s) of identification of the above-named person(s): (Florida) (Other State: ) Driver's License(s), - known to me -

WITNESS my hand and official seal in the County and State last aforesaid, this 15<sup>th</sup> day of May, 2002.

*Laurie K. Davis*  
Notary Public

(Print Name)

My Commission Expires:

NOTARY PUBLIC  
STATE OF FLORIDA  
Laurie K. Davis  
Commission # CC 743539  
Expires May 17, 2002  
BONDED THRU  
ATLANTIC BONDING CO., LLC

*Not a certified copy*



City of Lake Worth, Florida Planning and  
Zoning Board 1900 2<sup>nd</sup> Avenue North  
Lake Worth, FL 33461

RE: Family Dollar Stores, Inc. Store #2741 1321 North Dixie Highway, Crestwood Plaza, Lake Worth, Florida  
Family Dollar Stores, Inc. Store #2948 1908 Lake Worth Road, Town & Country Plaza, Lake Worth, Florida

Dear Sir/Madam:

Family Dollar Stores, Inc. has a strong interest in obtaining a license for the retail sale of beer and wine for off premises consumption. We are confident that we can deliver terrific value to our community. Our primary purpose is to offer greater convenience to our customers, promote sustainability within our business and stimulate higher revenue for the betterment of both our community and our city.

While we are within five hundred feet of an existing license holder, we do not believe that obtaining a Proximity Distance Waiver will have a detrimental effect on the health, safety and welfare of the neighborhood. We have had an established presence in the community for approximately eighteen years. It has always been Family Dollars' mission to provide a compelling place to shop by providing convenience and low prices. Obtaining this waiver will allow Family Dollar to continue its mission.

Our stores are and have always been a safe place to shop and this will not be diminished by obtaining a license for the retail sale of beer and wine for off premise consumption. Family Dollar Stores, Inc. has demonstrated that we are a responsible retailer by our operation of Family Dollar Store #2741 at 1321 North Dixie Highway, Crestwood Plaza, Lake Worth, Florida, which currently holds a 1APS license for the sale of retail package beer for off-premises consumption. This license has been held 3 years and we have not had any issues in regard to our alcoholic beverage sales. Our stores are protected by an alarm system and our staff will be highly trained regarding the sale of alcoholic beverages and extra vigilant to those who appear to be attempting the illegal purchase of alcohol or who appear to be already intoxicated while attempting to purchase. Family Dollar is a longtime member of the community and has an interest in not jeopardizing the health, safety and welfare of its citizens and customers. By having two of these main safe guards in place already, we have provided our customers with a safe and confident environment where they can have a worry free shopping experience. It is also because of these very safe guards and new ones to be implemented, that Family Dollar will continue to offer an environment that is safe even if a waiver to obtain a license for the retail sale of beer and wine for off premises consumption is obtained.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Styka", is written over a horizontal line.

David R. Styka  
Vice President, Finance  
Family Dollar Stores, Inc.





**City of Lake Worth**  
**Department for Community Sustainability**  
**Planning, Zoning and Historic Preservation Division**  
1900 Second Avenue North · Lake Worth, Florida 33460 · Phone: 561-586-1687

DATE: June 19, 2014

TO: Members of the Planning & Zoning Board

FROM: Rodney Patrick, Housing & Property Planner  
Maxime Ducoste, Planning and Preservation Manager

SUBJECT: **P&ZB PR NO. 14-00600002**: Recommendation to the City Commission on a request for a **Distance and Proximity Waiver** application for an alcohol license to allow sale of beer and wine for off premises consumption within 500 feet of protected land uses and/or legal existing alcohol license(s), pursuant to Chapter 5 of the City of Lake Worth Municipal Code at **1321 North Dixie Hwy**, affecting P.C.N. 38-43-44-16-07-000-0050, in the Mixed Use-Dixie Highway (MU-DIXIE) zoning district.

P&ZB Meeting Date: July 9, 2014

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**BACKGROUND/PROPOSAL:**

The applicant, Family Dollar Stores, Inc., is proposing to intensify an alcohol license to allow the sale of beer and wine for off premises consumption at their existing retail establishment at 1321 North Dixie Hwy, a.k.a. Crestwood Plaza, affecting P.C.N. 38-43-44-16-07-000-0050. The existing multi-tenant center, constructed circa 1968 on 2.53 acres, is generally located east of the FEC Railroad on the west side of Dixie Hwy within the Mixed Use-Dixie Highway (MU-DIXIE) zoning district. The multi-tenant center is bounded by Mixed Use-Dixie Highway (MU-DIXIE) zoning to the North with a commercial use, Mixed Use-Dixie Highway (MU-DIXIE) zoning with commercial and multifamily uses to the South, Mixed Use-Dixie Highway (MU-DIXIE) zoning to the East with commercial uses, and Mixed Use-Dixie Highway (MU-DIXIE) zoning to the West with commercial uses. See Attachment "A" – Location Map.

The applicant operates a 7,000 square foot retail store within the multi-tenant center. See Attachment "B" – Floor Plan for further layout details. The other tenant uses in the center include supermarket retail and a self-serve laundry.

Chapter 5 prohibits the sale of alcohol "where such place of business is within five hundred (500) feet of a church, public or private school, park, library (protected land use) or other place of business of a person holding a beverage license." Within a 500 foot radius of the proposed location there is single family residential and three (3) other businesses holding an alcohol beverage licenses. See Attachment "C" – Radius Map. Chapter 5, however, provides for a "waiver" to the prohibition, stating that "After review and consideration of the Standards for Review set forth in this chapter, the appropriate board or commission, may grant a waiver from the prohibitions set forth in this section."

The following analysis considers the factors outlined in Chapter 5 for consideration of the Distance Proximity Waiver.

**ANALYSIS:**

Section 5-5 of the Municipal Code outlines the standards for review by which the Distance Proximity Waiver request is to be guided by. The factors outlined in Section 5-5 include the following with a response from staff for each factor:

1. Whether approval of the waiver will result in two (2) or more alcoholic beverage establishments having a license within five hundred (500) feet of a protected land use or each other, or within five hundred (500) feet of a property zoned for residential uses;

**Staff Response:** Currently there are three (3) active alcohol licenses within a five hundred (500) foot radius of the proposed location not including the existing package sale of beer (1APS Series) at the subject address. There is one (1) additional license within the same multi-tenant center for package sale of beer (1APS Series). There are two (2) licenses within a five hundred (500) foot radius for package sale of beer and wine (2APS Series).

Approval of the proposed license location would result in two (2) or more alcoholic beverage establishments having a license within five hundred (500) feet of a protected land use or each other or within five hundred (500) feet of a property zoned for residential uses.

2. Whether the license is being added to or is a license upgrade of an existing use or to an establishment which is relocating to the subject location;

**Staff Response:** The proposed license for alcohol sale for consumption off premises at the existing retail establishment would represent a “license upgrade of an existing use” at the project site. The location serves as a discount retail establishment operated by the applicant since December of 1999, according to City Business Tax Receipt records. The applicant is requesting the Distance Proximity Waiver to allow them to provide wine package sales additionally to their existing alcohol license that allows for beer sales.

3. If the property contains a structure which is on the National Register of Historic Places or otherwise has been designated by the City as having historic architectural significance, whether the structure will be preserved or redeveloped so as to retain its architectural and historic character.

**Staff Response:** The property does not contain a structure which is on the Register of Historic Places nor has the site been designated by the City as having historic architectural significance. This factor is not applicable to the subject location.

4. Whether the waiver promotes the health, safety, and welfare of the neighborhood and the public.

**Staff Response:** There is no evidence provided to indicate promotion of health, safety and welfare to the neighborhood and the public, however, the applicant's justification letter states it "currently holds a 1APS license for the sale of retail package beer for off-premises consumption." The applicant states "the license has been held 3 years and we have not had any issues in regard to our alcoholic beverage sales." Further the applicant states they "do not believe that obtaining a Proximity Distance Waiver will have a detrimental effect on the health, safety and welfare of the neighborhood and the public." Their Justification Statement has been included as Attachment "D" – Justification Statement.

**CONSEQUENT ACTION:**

The Planning & Zoning Board will be making a recommendation to the City Commission on the Distance Proximity Waiver. The Distance Proximity Waiver would be considered by the City Commission at the next available regularly scheduled meeting.

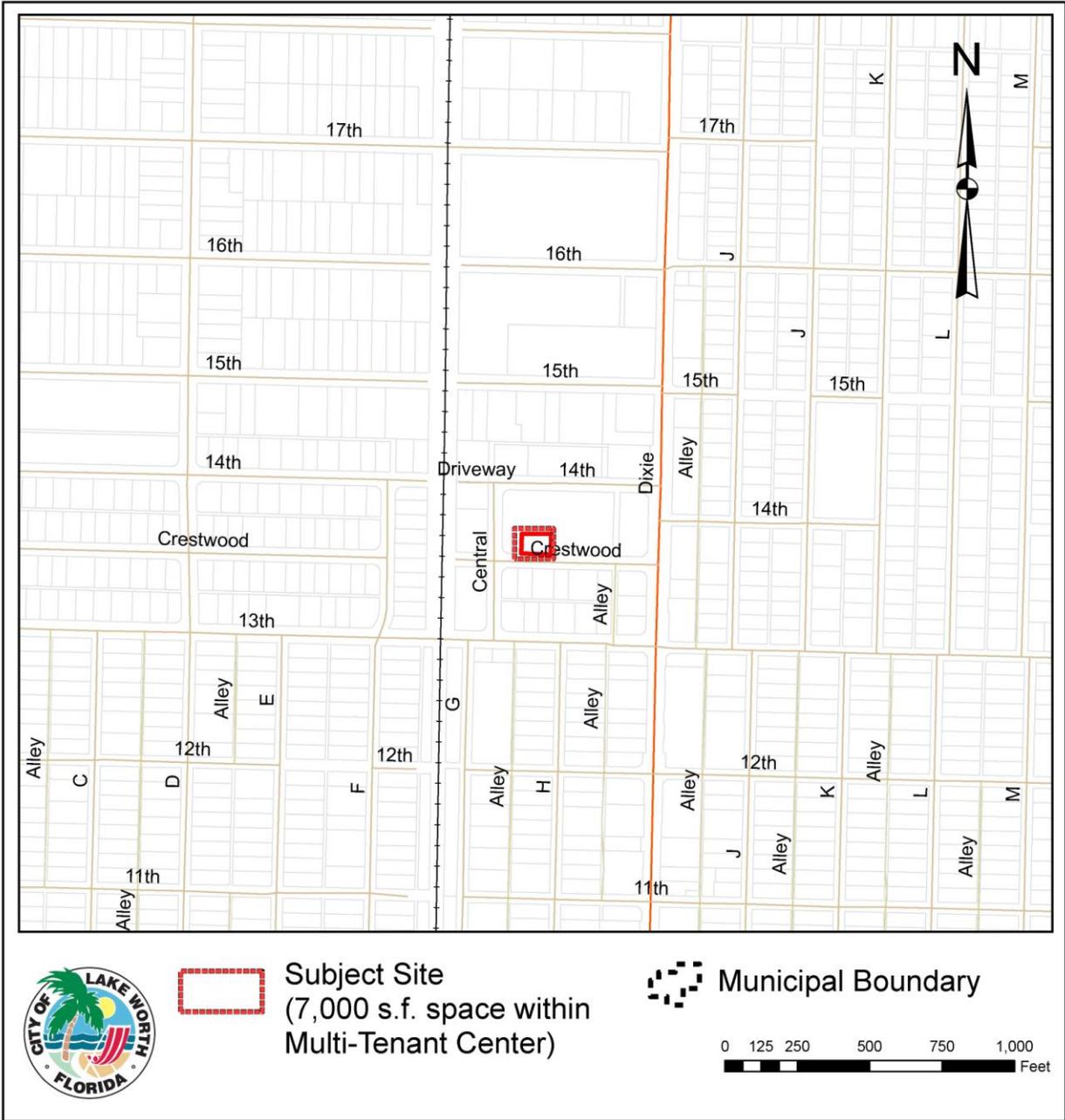
**POTENTIAL MOTIONS:**

"I MOVE TO RECOMMEND APPROVAL/DENIAL TO THE CITY COMMISSION OF P&ZB PR No. 14-00600002: Request for a Distance Proximity Waiver for an Alcohol License for the sale of beer and wine for off premises consumption at **1321 North Dixie Hwy**, in the Mixed Use-Dixie Highway (MU-DIXIE) district.

Attachments:

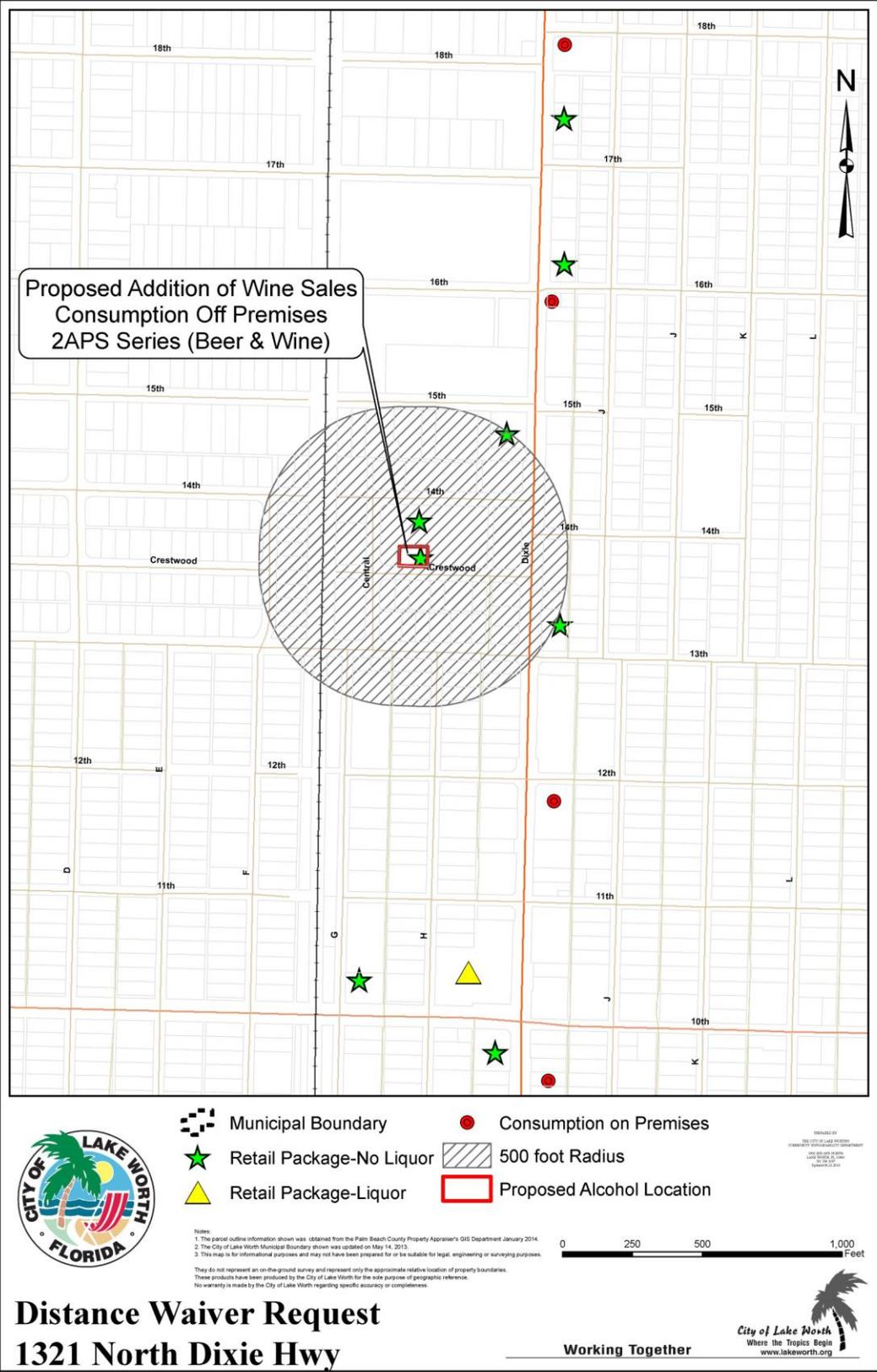
- A. Location Map
- B. Floor Plan
- C. Radius Map
- D. Justification Statement

**ATTACHMENT "A" LOCATION MAP**





**ATTACHMENT "C" RADIUS MAP**



## ATTACHMENT "D" JUSTIFICATION STATEMENT



City of Lake Worth, Florida Planning and  
Zoning Board 1900 2<sup>nd</sup> Avenue North  
Lake Worth, FL 33461

RE: Family Dollar Stores, Inc. Store #2741 1321 North Dixie Highway, Crestwood Plaza, Lake Worth, Florida  
Family Dollar Stores, Inc. Store #2948 1908 Lake Worth Road, Town & Country Plaza, Lake Worth, Florida

Dear Sir/Madam:

Family Dollar Stores, Inc. has a strong interest in obtaining a license for the retail sale of beer and wine for off premises consumption. We are confident that we can deliver terrific value to our community. Our primary purpose is to offer greater convenience to our customers, promote sustainability within our business and stimulate higher revenue for the betterment of both our community and our city.

While we are within five hundred feet of an existing license holder, we do not believe that obtaining a Proximity Distance Waiver will have a detrimental effect on the health, safety and welfare of the neighborhood. We have had an established presence in the community for approximately eighteen years. It has always been Family Dollars' mission to provide a compelling place to shop by providing convenience and low prices. Obtaining this waiver will allow Family Dollar to continue its mission.

Our stores are and have always been a safe place to shop and this will not be diminished by obtaining a license for the retail sale of beer and wine for off premise consumption. Family Dollar Stores, Inc. has demonstrated that we are a responsible retailer by our operation of Family Dollar Store #2741 at 1321 North Dixie Highway, Crestwood Plaza, Lake Worth, Florida, which currently holds a 1APS license for the sale of retail package beer for off-premises consumption. This license has been held 3 years and we have not had any issues in regard to our alcoholic beverage sales. Our stores are protected by an alarm system and our staff will be highly trained regarding the sale of alcoholic beverages and extra vigilant to those who appear to be attempting the illegal purchase of alcohol or who appear to be already intoxicated while attempting to purchase. Family Dollar is a longtime member of the community and has an interest in not jeopardizing the health, safety and welfare of its citizens and customers. By having two of these main safe guards in place already, we have provided our customers with a safe and confident environment where they can have a worry free shopping experience. It is also because of these very safe guards and new ones to be implemented, that Family Dollar will continue to offer an environment that is safe even if a waiver to obtain a license for the retail sale of beer and wine for off premises consumption is obtained.

Sincerely,

A handwritten signature in blue ink, appearing to read "D. Styka", written over a horizontal line.

David R. Styka  
Vice President, Finance  
Family Dollar Stores, Inc.



## CITY OF LAKE WORTH

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

**AGENDA DATE:** August 19, 2014, Regular Meeting

**DEPARTMENT:** City Clerk

---

### **EXECUTIVE BRIEF**

**TITLE:**

Ordinance No. 2014-23 – First Reading - establish candidate qualifying fee by resolution and schedule the public hearing date for September 9, 2014

**SUMMARY:**

The Ordinance allows for the establishment of candidate’s qualifying fee to be set by resolution.

**BACKGROUND AND JUSTIFICATION:**

In 2012, the City Commission established a schedule of fees and charges for services rendered by the City. Since then, ordinances have been brought before the Commission amending various sections of the Code to allow for fees to be established by resolution. Since the qualifying fee for candidates is not specified in the Code, this Ordinance will add language memorializing the establishment of the fee to be set by resolution.

**MOTION:**

I move to approve/disapprove Ordinance No. 2014-23 and schedule the public hearing date for September 9, 2014.

**ATTACHMENT(S):**

Fiscal Analysis Impact – not applicable  
Ordinance

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ORDINANCE NO. 2014-23 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 2, ADMINISTRATION; ARTICLE II, ELECTIONS OF THE CODE OF ORDINANCES TO AMEND SECTION 2-14.1, "CANDIDATE QUALIFYING PERIOD"; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 2 of the Lake Worth Code of Ordinances currently provides for candidates for mayor or city commission to file papers and pay such fees; and

WHEREAS, the City's Code of Ordinances does not currently specify the method for establishing such qualifying fee.

NOW, THEREFORE, BE IT ORDAINED 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 specific part of this Ordinance.

Section 2. Chapter 2, "Administration," of the Code of Ordinances is amended to read as follows:

**Chapter 2**

**ADMINISTRATION**

\*\*\*

**ARTICLE II. ELECTIONS**

\*\*\*

**Sec. 2-14.1. Candidate qualifying period.**

Candidates for mayor or city commissioner shall file such papers and pay such fees, as set forth by city resolution, as may be required by law with the city clerk no earlier than noon on the last Tuesday in January, nor later than noon on the second Tuesday in February of the calendar year in which the election is to be held.

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.

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Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5. Section 2 of this Ordinance shall be codified.

Section 6. This Ordinance shall become effective on ten (10) days after passage.

The passage of this Ordinance on first 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 on first reading on the 19<sup>th</sup> day of August 2014.

The passage of this Ordinance on second reading of the Ordinance 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 9<sup>th</sup> day of September 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:** August 19, 2014, Special Meeting

**DEPARTMENT:** Finance

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### **EXECUTIVE BRIEF**

#### **TITLE:**

Resolution No. 43-2014 - change the scheduled first public hearing date on the Proposed Tentative Millage and Proposed Fiscal Year 2014-2015 Budget to September 9, 2014

#### **SUMMARY:**

The Resolution amends Resolution No. 34-2014 changing the first public hearing date on the Proposed Tentative Operating Millage and Proposed Fiscal Year 2014-2015 Budget from 6:00 PM on September 8, 2014, to 6:00 PM on September 9, 2014 as a result of scheduling conflict with Palm Beach County Public Hearing.

#### **BACKGROUND AND JUSTIFICATION:**

Pursuant to §200.065(2)(b), Florida Statutes, the City must advise the Palm Beach County Property Appraiser of the Tentative Operating Millage Rate, as well as the date of the City's first public budget hearing. On July 8, 2014, the City Commission approved Resolution No. 34-2014 establishing the date and time for the first hearing at 6:00 PM on September 8, 2014, and second hearing at 6:00 PM on September 23, 2014.

After adoption of Resolution No. 34-2014, staff learned that the Palm Beach County Board of County Commissioners scheduled a public hearing to discuss their Proposed Budget on September 8, 2014. In accordance with 200.065(2)(e)2, Florida Statutes, hearing dates scheduled by the County Commission and School Board shall not be used by any other taxing authority within the County for its public hearings. Therefore, the City is required to amend its scheduled first hearing.

The City is required to hold two public hearings for adoption of its millage rate and annual operating budget. The first public hearing is advertised by the Property Appraiser mailing each property owner a TRIM notice.

#### **MOTION:**

I move to approve/disapprove Resolution No. 43-2014 changing the first public hearing date from 6:00 PM on September 8, 2014, to 6:00 PM on September 9, 2014, at Lake Worth City Hall.

#### **ATTACHMENT(S):**

Fiscal Impact Analysis – not applicable  
Resolution

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RESOLUTION NO. 43-2014 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING RESOLUTION No. 34-2014 TO CHANGE THE DATE AND TIME FOR THE FIRST HEARING ON THE TENTATIVE BUDGET; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission adopted Resolution No. 34-2014 on July 8, 2014 establishing a tentative operating millage rate of 5.4945 mills for fiscal year 2014-2015; establishing a date and time for the first public hearing on the tentative budget and proposed millage rate; authorizing the City Manager to submit the required forms to the Palm Beach County Property Appraiser; and providing for an effective date; and

WHEREAS, the City desires to amend the date and time of the first public budget hearing to provide a separate date and time that does not conflict with the Palm Beach County Commission budget workshop date; and

WHEREAS, the revised date and time of the first public budget hearing for the City, serves a valid public purpose; and

WHEREAS, pursuant to §200.065, Florida Statutes, the City Commission is required to advise the County Property Appraiser of its tentative millage rate, its rolled-back millage rate, and the date, time and place at which a public hearing will be held to consider the proposed millage rate and the City's tentative budget.

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

Section 1. The City Commission hereby establishes Tuesday, September 9, 2014, at 6:00 p.m. as the date and time of the first hearing on the tentative budget and proposed millage rate. The public hearing shall be held at City Hall, 7 North Dixie Highway, Lake Worth, Florida 33460.

Section 2. The City Commission hereby authorizes the City Manager to notify the County Property Appraiser of the amended date, time and place at which a public hearing will be held to consider the proposed millage rate and the City's tentative budget.

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

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The Mayor thereupon declared this Resolution duly passed and adopted on this 19th day of August, 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

**DRAFT  
AGENDA  
CITY OF LAKE WORTH  
CITY COMMISSION SPECIAL MEETING  
CITY HALL COMMISSION CHAMBER  
TUESDAY, SEPTEMBER 09, 2014 6:00 PM**

1. **ROLL CALL:**
2. **INVOCATION:**
3. **PLEDGE OF ALLEGIANCE:**
4. **AGENDA - Additions/Deletions/Reordering:**
5. **PRESENTATIONS:** (there is no public comment on Presentation items)
  - A. Update provided by the City Library Board
  - B. Update provided by Mango Groves Neighborhood Association
6. **COMMISSION LIAISON REPORTS AND COMMENTS:**
7. **PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:**
8. **PUBLIC HEARINGS:**
  - A. Resolution No. xx-2014 - First Public Hearing - establish the Fiscal year 2014-15 tentative general City millage rate and schedule the second public hearing date for September 23, 2014
  - B. Resolution No. xx-2014 - First Public Hearing - adopt the Fiscal Year 2014-15 proposed City budget and schedule the second public hearing date for September 23, 2014
9. **APPROVAL OF MINUTES:**
10. **CONSENT AGENDA:** (public comment allowed during Public Participation of Non-Agendaed items)
  - A. Resolution No. xx-2014 - certify the results of the municipal bond referendum election held on August 26, 2014

Agenda Date: September 9, 2014 Regular Meeting

- B. Approval of the change order for the additional road work for the 14th Ave N, 15th Ave N, North F St and Crestwood Watermain Project
- C. Agreements for Health, Life, Short Term Disability and Vision/Dental coverage for Fiscal Year 2014/2015
- D. Resolution No. XX-2014 - authorize submission of application for FY 2014-2015 State Aid to Libraries funding

**11. PUBLIC HEARINGS:**

- A. Ordinance No. xx-2014 - Second Reading and Public Hearing - establish candidate qualifying fee by resolution
- B. Resolution No. xx-2014 - First Public Hearing - adopt the tentative millage rate and discuss the tentative Fiscal Year 2015 proposed operating budget and schedule the second public hearing date for September 23, 2014
- C. Resolution No. XX-2014 - First Public Hearing - establish the Fiscal Year 2014-2015 tentative general City millage rate and schedule the second public hearing date for September 23, 2014.
- D. Resolution No. XX-2014 - First Public Hearing - adopt the Fiscal Year 2014-2015 proposed City budget and schedule the second public hearing date for September 23, 2014

**12. UNFINISHED BUSINESS:**

**13. NEW BUSINESS:**

- A. Adopt the Fiscal Year 2015 Capital Improvement Plan
- B. Resolution No. xx-2014 - amend the Fiscal Year 2014 Comprehensive Fee Schedule to establish or revise various fees
- C. Ordinance No. 2014-XX - First Reading- designate the restricted/committed/assigned fund balances for Fiscal Year 2014 in accordance with GASB 54 and schedule the public hearing date for September 23, 2014
- D. Adopt the 2015-2019 Five-Year Capital Improvement Plan
- E. Resolution No. XX-2014 - establish the Fiscal Year 2015 fee and charges for City general government
- F. Resolution No. XX-2014 - stormwater special assessment
- G. Resolution No. XX-2014 - refuse collection special assessment

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- H. Resolution No. XX-2014 - establish the Fiscal Year 2015 rates and charges for the City electric utility
- I. Resolution No. XX-2014 - establish the rates and charges for the City water utility
- J. Resolution No. XX-2014 - establish the rates and charges for the City local sewer utility
- K. Resolution No. XX-2014 - establish the rates and charges for the City sub-regional sewer utility

**14. 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:**

**15. CITY ATTORNEY'S REPORT:**

**16. CITY MANAGER'S REPORT:**

- A. September 23, 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.